



Meeting Agenda – STAMP Committee
 Genesee County Economic Development Center
 Wednesday, April 30th, 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: 1. Discussions regarding proposed, pending or current litigation. 2. The medical, financial, credit or employment history of a particular person or corporation, or matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person or corporation. 3. The proposed acquisition, sale or lease of real property or the proposed acquisition of securities, or sale or exchange of securities held by such public body, but only when publicity would substantially affect the value thereof. 1b. Enter Public Session	P. Zelif	
2-5	2. Chairman's Report & Activities 2a. Agenda Additions / Deletions / Other Business 2b. Minutes: March 26, 2025	P. Zelif	Vote
6	3. Discussions / Official Recommendations to the Board: 3a. Water Tank Builders Risk Premium (J. Teresi)	M. Masse	Disc / Vote
7	3b. National Grid Easement	M. Masse	Disc / Vote
8-17	3c. RG&E Facilities Study	M. Masse	Disc / Vote
18-21	3d. Onsite Sewer Line Bids	M. Masse	Disc / Vote
22-26	3e. MOU with Village of Oakfield	M. Masse	Disc / Vote
27-28	3f. NYISO Invoice	M. Masse	Disc / Vote
	4. Adjournment	P. Zelif	Vote



GCEDC STAMP Committee Meeting
Wednesday, March 26, 2025
Location: 99 MedTech Drive, Innovation Zone
8:00 a.m.

MINUTES

ATTENDANCE

Committee Members: C. Kemp, M. Clattenburg, P. Zeliff
C. Yunker (Video Conference. Not officially in attendance)
Staff: M. Masse, E. Finch, J. Krencik, P. Kennett
Guests: R. Crossen (Town of Alabama Supervisor), M. Fitzgerald (Phillips Lytle)
Absent:

1. Call to Order / Enter Public Session

P. Zeliff called the meeting to order at 8:07 a.m. in the Innovation Zone.

1a. Executive Session

C. Kemp made a motion to enter executive session under the Public Officers Law, Article 7, Open Meetings Law Section 105, at 8:08 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.

P. Kennett entered the meeting at 8:12 a.m.

1b. Re-Enter Public Session

M. Clattenburg made a motion to enter back into public session at 8:43 a.m., seconded by C. Kemp and approved by all.

2. Chairman's Report & Activities

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

2b. Minutes: March 5, 2025

M. Clattenburg made a motion to approve March 5, 2025 minutes; the motion was seconded by C. Kemp. Roll call resulted as follows:

26

2

P. Zeliff - Yes
C. Yunker - N/A (Video Conference. Not officially in attendance)
M. Clattenburg – Yes
C. Kemp - Yes

The item was approved as presented.

3. Discussions / Official Recommendations to the Board:

3a. Town of Alabama Review Fees for Water Tank – The GCEDC had completed the site plan approval of design and engineering of the onsite water storage tank. The Town of Alabama hired Wendel Engineering to review the plans and recommend any actions to the Planning Board along with their Special Project Manager. The Planning Board approved the project. The GCEDC has received invoices in connection with this review in the amount of \$4,375.00.

M. Masse stated another invoice from Town of Alabama was received on Monday, March 24, 2025 for \$3,077.25 which is to be added to the total cost due.

Fund commitment: The \$ 7,452.25 is covered under the existing \$56 million NYESD grant.

Committee action request: Recommend approval to the full Board to pay \$ 7,452.25 to the Town of Alabama.

M. Clattenburg made a motion to recommend to the full Board the approval of the payment to the Town of Alabama for review fees related to the onsite water tank not to exceed \$7,452.25; the motion was seconded by C. Kemp. Roll call resulted as follows:

P. Zeliff - Yes
C. Yunker - N/A (Video Conference only. Not officially in attendance)
M. Clattenburg – Yes
C. Kemp - Yes

The item was approved as presented.

3b. Escrow Agreement – Expense – The GCEDC Board required three data center projects that were 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. The agreement includes language stating - “Applicant shall reimburse invoices out of pocket consultants fees incurred in review of the Project”.

At the 1/16/25 Board Meeting, the GCEDC Board approved payment of invoices to Phillips Lytle related to the data centers, not to exceed \$25,000 per company, as this was the amount that had been received from each company at that time. Per the agreements, funds are required to be replenished as necessary. Additional funds have been received from each company.

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. Total expenses would not exceed the total funds received from these companies under the Escrow Agreements.

M. Clattenburg made a motion to recommend to the full Board the approval of the payment of expenses related to the executed escrow agreements in place with the three data center projects not to exceed the total funds received from these companies; the motion was seconded by C. Kemp. Roll call resulted as follows:

P. Zeliff - Yes
C. Yunker - N/A (Video Conference. Not officially in attendance)
M. Clattenburg – Yes
C. Kemp - Yes

The item was approved as presented.

3c. CRA NYPA Agreement – Included with the meeting materials was a First Amendment to a Cost Reimbursement Agreement (CRA) with NYPA for the review of the design and engineering for the substation at the STAMP site.

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

Committee action request: Recommend approval to sign CRA for an additional \$500,000.

M. Masse noted that the memo included in the meeting materials incorrectly reflects the agreement, it is not \$250,000. The correct amount is \$500,000.

M. Clattenburg made a motion to recommend to the full Board the approval of the Cost Reimbursement Agreement with NYPA not to exceed \$500,000; the motion was seconded by C. Kemp. Roll call resulted as follows:

P. Zeliff - Yes
C. Yunker - N/A (Video Conference. Not officially in attendance)
M. Clattenburg – Yes
C. Kemp - Yes

The item was approved as presented.

3d. PSA – Stream US Data Centers – Included with the meeting materials was a proposed Purchase and Sale Agreement with Stream U.S. Data Centers for 60 acres at \$300K/acre at the STAMP site. M. Masse stated that there are provisions in this agreement for payment regarding the megawatt usage at the substation along with a deed restriction on the number of megawatts they can utilize. Legal counsel for Stream U.S. Data Centers has not reviewed this yet. M. Masse stated that if there are any substantial changes proposed, the agreement would be brought back to the Board for approval.

P. Zeliff stated that if there are any financial changes or terms that affect the payments then the agreement needs to be brought back to the Committee for approval.

Resolution No. 03/2025 - 03

DRAFT

RESOLUTION OF THE GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY D/B/A GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER (THE "AGENCY") AUTHORIZING THE APPOINTMENT OF COUNSEL REGARDING THE NEGOTIATION, EXECUTION AND DELIVERY OF A PURCHASE AND SALE AGREEMENT, A DEED, AND ANY RELATED DOCUMENTS IN CONNECTION THEREWITH WITH RESPECT TO THE PROJECT PROPOSED BY STREAM U.S. DATA CENTERS, LLC.

M. Clattenburg made a motion to recommend to the full Board the approval if the PSA for Stream US Data Centers, and the Authorizing Resolution for the Appointment of Counsel related to the PSA as presented; the motion was seconded by C. Kemp. Roll call resulted as follows:

P. Zelff - Yes
C. Yunker - N/A (Video Conference. Not officially in attendance)
M. Clattenburg – Yes
C. Kemp - Yes

The item was approved as presented.

4. Adjournment

As there was no further business, C. Kemp made a motion to adjourn at 8:47 a.m., seconded by M. Clattenburg and passed unanimously.

Builders Risk Insurance for water tank construction

Discussion: In connection with the construction of the water tank, Tompkins has recommended that the GCEDC obtain builders risk insurance for the work.

This construction involves ground up construction and a contract with the builder that requires GCEDC to maintain insurance on the project. The Travelers proposal for the water tank construction and annual pricing with Travelers was \$4,205 subject to a minimum earned premium of \$2,500 . We also received a quote from ACADIA with terms similar to Travelers with an annual premium of \$2,543 and like Travelers would be eligible for a prorated cancellation at the conclusion of the project. Different than Travelers is no \$2,500 minimum premium.

Fund Commitment: \$2,543 annual premium.

Board Action Request: Approval of Builders Risk insurance coverage with Acadia at an annual premium of \$2,543 to be paid out of the \$56 million or operating funds.

Easement with National Grid

Discussion: As part of its Line 112 rebuild National Grid is increasing the size of their existing easements. They requested the expansion of the easement on property currently owned by the GCEDC along Route 77. This property is currently the mitigation area for the Part 182 permit. We checked with the DEC, who will be the eventual owner of this property, and they preferred that the GCEDC accept the easement increase prior to dedicating the land over to the DEC. National Grid paid the GCEDC \$86,190.

Fund commitment: None.

Committee action request: Recommend approval of acceptance of \$86,190 for widening of easement.

STAMP Committee

April 30th, 2025

4a. RG & E facilities study

Discussion: The SIS study for the additional 300 MW off of the NYPA 345 Kv lines has been completed. Station 80 was identified in the SIS study as needing some improvements to enable the stability of the grid and power flow associated with drawing down an additional 300 mw. RG & E is requiring a Facilities Study be completed on the proposed increase of 300 mw to Station 80 and the actual costs and construction timeline (an estimate was provided by the NYISO as part of the study). RG & E will complete the study, and is requesting a deposit of \$150,000 for this work.

Fund commitment: \$150,000 covered under the existing \$8 million grant.

Committee action request: Recommend approval to the full Board to pay \$150,000 for the Facilities Study Agreement and signing of the agreement.

FACILITIES STUDY AGREEMENT
Q1484 STAMP Load Increase - Network Upgrade Facility

THIS AGREEMENT is made and entered into this ____ day of _____ 2025 by and between Rochester Gas and Electric Corporation, a corporation organized and existing under the laws of the State of New York (“Affected Transmission Owner”), and _____, a [corporation] organized and existing under the laws of _____ (“Interconnection Customer”). Interconnection Customer and the Affected Transmission Owner each may be referred to as a “Party,” or collectively as the “Parties.”

RECITALS

WHEREAS, Interconnection Customer proposes to develop a 300.0 MW load (“Load Project”) consistent with the Interconnection Request submitted by Interconnection Customer to the New York Independent System Operator (“NYISO”) and designated “Q1484 STAMP Load Increase Project”; and

WHEREAS, the Interconnection Customer desires to interconnect the Load Project with the New York State Transmission System; and

WHEREAS, the NYISO has completed a Load Interconnection Study System Impact Study (“SIS”) pursuant to the NYISO Open Access Transmission Tariff (“OATT”), Section 3.9 and provided the results of said study to the Interconnection Customer that identified the need for upgrades on facilities owned by Rochester Gas and Electric Corporation (“RGE Upgrades”); and

WHEREAS, the Interconnection Customer has requested the Affected Transmission Owner to perform, or cause to be performed, a Phase 1 Facilities Study based on the SIS to specify and estimate the cost of the equipment, engineering, procurement and construction work needed to complete the RGE Upgrades;

NOW, THEREFORE, in consideration of and subject to the mutual covenants contained herein the Parties agreed as follows:

- 1.0 When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated or the meanings specified in Attachment HH – Standard Interconnection Procedures of the NYISO’s OATT.
- 2.0 The Interconnection Customer elects and the Affected Transmission Owner shall cause a facilities study to be performed.
- 3.0 The facilities study shall specify and estimate the cost of the equipment, engineering, procurement and construction work (including overheads) needed to install the RGE Upgrades. The facilities study shall also identify (1) the electrical and physical configuration of the equipment, and (2) an estimate of the time required to complete the construction and installation of such facilities.

- 5.0 The Interconnection Customer shall provide to the Affected Transmission Owner an initial deposit of \$150,000.00 toward the good faith estimated facilities study costs, per Exhibit 1 of this agreement.
- 6.0 Once the facilities study is completed, a draft facilities study report shall be prepared and promptly transmitted by the Affected Transmission Owner to the Interconnection Customer.
- 7.0 Interconnection Customer may, within 30 Calendar Days after receipt of the draft report, provide written comments to the Affected Transmission Owner, which comments the Affected Transmission Owner shall include in the final report. The Affected Transmission Owner shall issue the final facilities study report within 30 Calendar Days of receiving Interconnection Customer's comments or promptly upon receiving Interconnection Customer's statement that it will not provide comments. The Affected Transmission Owner may reasonably extend such 30 Calendar Day period upon notice to Interconnection Customer if Interconnection Customer's comments require the Affected Transmission Owner to perform additional analyses or make other significant modifications prior to the issuance of the final facilities study report.
- 8.0 Within ten Calendar Days of providing a draft facilities study report to Interconnection Customer, the Affected Transmission Owner, and Interconnection Customer shall meet to discuss the results of the facilities study.
- 9.0 Study costs shall be based on the Affected Transmission Owner's actual documented costs, including applicable taxes, and will be invoiced to the Interconnection Customer after the facilities study is completed and delivered.
- 10.0 The Interconnection Customer shall pay all invoice amounts in excess of the deposit or other security without interest within 30 calendar days after receipt of the invoice. If the deposit or other cash security exceeds the invoiced fees, the Affected Transmission Owner shall refund such excess within 30 calendar days of the invoice without interest. If the Interconnection Customer disputes an amount to be paid the Interconnection Customer shall pay the disputed amount to the Affected Transmission Owner or into an interest-bearing escrow account, pending resolution of the dispute in accordance with Attachment HH of the NYISO OATT. To the extent the dispute is resolved in the Interconnection Customer's favor, that portion of the disputed amount will be returned to the Interconnection Customer with interest at rates applicable to refunds under the Commission's regulations. To the extent the dispute is resolved in the Affected Transmission Owner's favor, that portion of any escrowed funds and interest will be released to the Affected Transmission Owner. The Affected Transmission Owner shall not be obligated to perform or continue to perform any facilities study work for the Interconnection Customer unless the Interconnection Customer has paid all amounts in compliance herewith.
- 11.0 Governing Law, Regulatory Authority, and Rules. The validity, interpretation and enforcement of this Agreement and each of its provisions shall be governed by the laws of the state of New York, without regard to its conflicts of law principles. This

Agreement is subject to all Applicable Laws and Regulations. Each Party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, or regulations of a Governmental Authority.

- 12.0 Amendment. The Parties may amend this Agreement by a written instrument duly executed by the Parties.
- 13.0 No Third-Party Beneficiaries. This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and where permitted, their assigns.
- 14.0 Waiver
- 14.1 The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered a waiver of any obligation, right, or duty of, or imposed upon, such Party.
- 14.2 Any waiver at any time by a Party of its rights with respect to this Agreement shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, duty of this Agreement. Termination or default of this Agreement for any reason by Interconnection Customer shall not constitute a waiver of the Interconnection Customer's legal rights to obtain an interconnection from the Affected Transmission Owner. Any waiver of this Agreement shall, if requested, be provided in writing.
- 15.0 Multiple Counterparts. This Agreement may be executed in two or more counterparts, each of which is deemed an original, but all constitute one and the same instrument.
- 16.0 No Partnership. This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon any Party. No Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, another Party.
- 17.0 Severability. If any provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction or other Governmental Authority, (1) such portion or provision shall be deemed separate and independent, (2) the Parties shall negotiate in good faith to restore insofar as practicable the benefits to each Party that were affected by such ruling, and (3) the remainder of this Agreement shall remain in full force and effect.
- 18.0 Subcontractors. Nothing in this Agreement shall prevent a Party from utilizing the services of any subcontractor as it deems appropriate to perform its obligations under this Agreement; provided, however, that each Party shall require its subcontractors to comply

with all applicable terms and conditions of this Agreement in providing such services and each Party shall remain primarily liable to the other Parties for the performance of such subcontractor.

18.1 The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this Agreement. The hiring Party shall be fully responsible to the other Parties for the acts or omissions of any subcontractor the hiring Party hires as if no subcontract had been made; provided, however, that in no event shall the Affected Transmission Owner be liable for the actions or inactions of the Interconnection Customer or its subcontractors with respect to obligations of the Interconnection Customer under this Agreement. Any applicable obligation imposed by this Agreement upon the hiring Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of such Party.

18.2 The obligations under this article will not be limited in any way by any limitation of subcontractor's insurance.

19.0 Reservation of Rights. Nothing in this Agreement shall alter the right of the Affected Transmission Owner to make unilateral filings with FERC to modify this Agreement with respect to any rates, terms and conditions, charges, classifications of service, rule or regulation under Section 205 or any other applicable provision of the Federal Power Act and FERC's rules and regulations thereunder which rights are expressly reserved herein, and the existing rights of Interconnection Customer to make a unilateral filing with FERC to modify this Agreement under any applicable provision of the Federal Power Act and FERC's rules and regulations are also expressly reserved herein; provided that each Party shall have the right to protest any such filing by another Party and to participate fully in any proceeding before FERC in which such modifications may be considered. Nothing in this Agreement shall limit the rights of the Parties or of FERC under Sections 205 or 206 of the Federal Power Act and FERC's rules and regulations, except to the extent that the Parties otherwise agree as provided herein.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year first above written.

ROCHESTER GAS AND ELECTRIC CORPORATION:

Signed_____

Name (Printed)

Title_____

Date_____

Signed_____

Name (Printed)

Title_____

Date_____

:

Signed_____

Name (Printed)

Title_____

Date_____

Attachment A

Schedule, Cost and Scope for Conducting the Facilities Study

The Interconnection Customer and Affected Transmission Owner shall use reasonable efforts to commence the study within one (1) week from receipt of deposit and complete the study and issue a draft Facilities Study report within eight (8) weeks of commencement.

Pursuant to Section 5.0 of this Agreement, the lump sum fee and/or rates for the study work are attached as Exhibit 1.

The scope of the facilities study to be performed, or caused to be performed, by the Affected Transmission Owner is specified in Exhibit 2.

Exhibit 1

Study Costs

The Interconnection Customer and Affected Transmission Owner estimate in good faith that the facilities study contemplated herein will not exceed \$150,000.00. All the rates specified below are subject to adjustment. The Interconnection Customer shall be responsible for study costs of the facilities study.

The following are the estimated rates for services and related charges to be provided by the Affected Transmission Owner under this Agreement:

Technical and/or Management Services	\$133.00-\$176.00/hr.
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The Interconnection Customer understands that (a) the above rates for labor services are estimates, (b) the above charges to not represent an exhaustive list of charges, and (c) the Interconnection Customer shall pay the actual costs incurred by the Affected Transmission Owner under this Agreement.

The Interconnection Customer shall pay the deposit within 30 Calendar Days from execution of this Agreement.

Exhibit 2

Phase 1 Facilities Study for Q1484 STAMP Load Increase – Network Upgrade Facilities Scope of Work

1. Purpose

The objective of this Phase 1 Facility Study is to identify the equipment and work and related cost and time estimates necessary to design, engineer, procure, construct, install, test, and commission the RGE Upgrades that were identified by the NYISO in its Load Interconnection Study System Impact Study Report, dated June 21, 2024 for the Q1484 STAMP Load Increase Project (“SIS”).

The facilities study will be performed by Affected Transmission Owner and will specify and estimate the cost of the equipment, engineering, procurement, construction, installation, testing and commissioning work needed to install the RGE Upgrades, which are described in the SIS as:

Install a 345kV, 75 MVAR switched shunt capacitor bank at the RG&E Station 80 345kV substation.

The SIS states that this Network Upgrade Facility is required to restore the voltage transfer limits of Dysinger East and West Central interfaces.

The facilities study shall assess the adequacy of existing protection and control schemes and shall specify and estimate the cost of any equipment, engineering or setting changes needed, if applicable.

The facilities study will be conducted in accordance with the applicable North American Electric Reliability Corporation (“NERC”), Northeast Power Coordinating Council (“NPCC”), New York State Reliability Council (“NYSRC”), NYISO and NYSEG criteria, study guidelines, procedures and practices.

2. Preliminary Cost Estimates of Facilities and Time to Construct

A preliminary description of facilities and non-binding good faith estimates of cost and time to construct those facilities will be provided.

3. Report

The facilities study report will document the summary of the results.

DRAFT

Onsite sewer line bids

Discussion: The GCEDC went out to bid for onsite sewer lines and pump station that would connect the sewer outfall at the Edwards site to the hold and haul tank. The GCEDC received the following bids:

Millhurst Construction – Base bid of \$536,700 and an alternate bid of \$598,500.

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 which includes MWBE participation.

See the attached recommendation letter from Clark Patterson Lee.

Fund commitment: \$536,700 for the base bid only from the NYS \$56 million and associated matching funds.

Committee action request: Recommend approval to award the bid to Millhurst Construction in the amount of \$536,700.



April 24, 2025

Mark A. Masse, President & CEO
Genesee County Economic Development Center
99 MedTech Drive, Suite 106
Batavia, NY 14020

**RE: WNY STAMP
EDWARDS INFRASTRUCTURE – CONTRACT 1 - ONSITE SANITARY SEWER
RECOMMENDATION FOR AWARD**

Dear Mr. Masse:

Bids for the Edwards Infrastructure – Contract 1 - Onsite Sanitary Sewer project at the STAMP site in the Town of Alabama were opened on April 18, 2025. Below is a summary of the bid results and recommendations for the Contract referenced above. A copy of the complete bid tabulation is enclosed.

The Base Bid for this project involves the installation of approximately 350 linear feet of 12-inch and 15-inch diameter gravity sanitary sewer, manholes, a small, prepackaged pump station, a 2,200 LF 2-inch diameter force main, and related appurtenances to provide Edwards Vacuum with sanitary sewer service. This project includes a 6-inch sanitary lateral and manhole to the Plug Power site.

The Alternate Bid for this project involves the installation of approximately 2,500 liner feet of 12-inch diameter gravity sanitary sewer along Crosby Road, to the new substation site.

One bid was received for the project. The sole bidder for the Onsite Sanitary Sewer project was Milherst Construction, Inc. at a price of \$536,700 for the Base Bid and \$598,500 for the Alternate Bid. The total for the Base Bid and the Alternate Bid is \$1,135,200.00. The Contract includes a field change allowance contingency in the amount of \$10,000 for the Base Bid and the Alternate Bid, totaling \$20,000.

This project goal included a Minority Women Owned Business Enterprise (M/WBE) goal of 30%. Milherst Construction is currently working to secure MWBE participation, and if they are not successful in meeting the MWBE goals, they will be preparing a request for waiver with backup providing proof of good faith effort.



Mark Masse, President & CEO
GCEDC
April 24, 2025
Page 2 of 2

Recommendation

We have discussed the bid results with Milherst Construction, Inc., and they are comfortable with the bid prices they submitted. We also have significant experience with Milherst on other projects, including the Village of Arcade sanitary sewer rehabilitation projects and Town of West Seneca sanitary sewer rehabilitation projects. We feel they are well qualified to complete the project.

CPL recommends awarding the Base Bid for the STAMP Edwards Infrastructure Contract 1 – Onsite Sanitary Sewer Contract in the amount of \$536,700.00 to Milherst Construction, Inc., contingent upon approval from New York State Empire State Development and compliance with NYS ESD MWBE requirements including proof of good faith efforts.

Also attached please find the Notice of Award. If the GCEDC Board awards this project to Milherst Construction, Inc., please return a signed, dated PDF copy of the Notice of Award to us. We will then prepare the Agreement and transmit it along with the executed Notice of Award to the Contractor.

If you have any questions or require additional information, please contact me at (585) 402-7556.

Very truly yours,

CPL

Zach Anderson
Project Manager

Enc: Bid Tabulation
Notice of Award

GCEDC WNY STAMP**Edwards Infrastructure****Contract 1 - Onsite Sanitary Sewer****Project R24.15784.00****Bid Opening: Friday, April 18, 2025****Contract 1: Onsite Sanitary Sewer**

Bid Item	Description	Quantity	Unit	Milherst Construction, Inc.	
				Unit Price	Base Bid
Base Bid					
1	Mobilization	1	LS	\$ 15,000.00	\$ 15,000.00
2	Maintenance & Protection of Traffic Including Signs & Flagperson	1	LS	\$ 25,000.00	\$ 25,000.00
3	Erosion Control	1	LS	\$ 20,000.00	\$ 20,000.00
4	Select Granular Fill	100	CY	\$ 100.00	\$ 10,000.00
5	Furnish & Install 8-inch Diameter SDR-35 PVC Sanitary Sewer, Complete	60	LF	\$ 175.00	\$ 10,500.00
6	Furnish & Install 12-inch Diameter SDR-35 PVC Sanitary Sewer, Complete	280	LF	\$ 180.00	\$ 50,400.00
7	Furnish & Install 15-inch Diameter SDR-35 PVC Sanitary Sewer, Complete	60	LF	\$ 330.00	\$ 19,800.00
8	Furnish & Install 2-Inch Diameter DR-9 HDPE Sanitary Sewer Force Main, Complete	2,200	LF	\$ 25.00	\$ 55,000.00
9	Horizontal Directional Drill 2-inch Diameter DR-9 HDPE Sanitary Sewer, Complete	250	LF	\$ 100.00	\$ 25,000.00
10	Horizontal Directional Drill 6-inch Diameter DR-17 HDPE Sanitary Sewer, Complete	80	LF	\$ 250.00	\$ 20,000.00
12	Furnish & Install 5-foot Diameter Precast Sanitary Manholes, Complete	7	EA	\$ 18,000.00	\$ 126,000.00
13	Furnish & Install 3-foot Diameter Prefabricated Sanitary Sewer Pump Station, Complete	1	LS	\$ 145,000.00	\$ 145,000.00
14	Field Change Allowance	1	LS	\$ 10,000.00	\$ 10,000.00
15	Compaction Testing Allowance	1	LS	\$ 5,000.00	\$ 5,000.00
Total Base Bid					\$ 536,700.00
Alternate Bid-12" Gravity Sanitary Sewer Extension					
1	Mobilization	1	LS	\$ 17,500.00	\$ 17,500.00
2	Maintenance & Protection of Traffic Including Signs & Flagperson	1	LS	\$ 20,000.00	\$ 20,000.00
3	Erosion Control	1	LS	\$ 17,500.00	\$ 17,500.00
4	Select Granular Fill	100	CY	\$ 100.00	\$ 10,000.00
6	Furnish & Install 12-inch Diameter SDR-35 PVC Sanitary Sewer, Complete	2,500	LF	\$ 145.00	\$ 362,500.00
11	Horizontal Directional Drill 12-inch Diameter DR-17 HDPE Sanitary Sewer, Complete	12	EA	\$ 13,000.00	\$ 156,000.00
13	Field Change Allowance	1	LS	\$ 10,000.00	\$ 10,000.00
14	Compaction Testing Allowance	1	LS	\$ 5,000.00	\$ 5,000.00
Total Alternate Bid					\$ 598,500.00
Total Base Bid + Alternate Bid					\$ 1,135,200.00

3d

21

MOU with Village of Oakfield

Discussion: The GCEDC, STAMP Sewer Works Corp. and the Village of Oakfield are willing to work together on the possible design, construction and operation of a new force main sewer line from the STAMP Site to the Village of Oakfield Waste Water Treatment Facility ("Oakfield WWTF") to provide wastewater treatment services to STAMP.

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

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

May __, 2025

VIA EMAIL

The Honorable David Boyle
Mayor, Village of Oakfield
39 Main Street
Oakfield New York 14125

Re: Development of Western New York Science & Technology Advanced Manufacturing Park ("STAMP") Wastewater Services, located on approximately 1,250 Acres Located in the Town of Alabama, New York located along the west side of New York State Highway 77/63 (north of Judge Road) approximately five miles north of the I-90/New York State Thruway (the "STAMP Site")

Dear Mayor Boyle:

Please allow this letter of intent ("LOI") to summarize some of the key terms upon which the Village of Oakfield, with offices at 37 Main Street Oakfield, New York 14125 ("Village") on behalf of the Village Trustees, the Genesee County Economic Development Center ("GCEDC"), an industrial development agency formed under Section 18-A of the New York State General Municipal Law, and STAMP Sewer Works, Inc. ("SSW"), a domestic transportation corporation, SSW together with GCEDC with offices located at 99 MedTech Drive, Suite 106, Batavia, New York 14020, (collectively as the "Parties" and individually as a "Party") would be willing to work together on the possible design, construction and operation of a new force main sewer line from the STAMP Site to the Village of Oakfield Waste Water Treatment Facility ("Oakfield WWTF") to provide wastewater treatment services to STAMP.

Please note, this LOI constitutes a non-binding expression of intent by the Parties and any final and binding agreements shall be subject to the preparation, negotiation and execution of definitive binding legal documents (hereinafter called the "Definitive Agreement"). Subject to the foregoing limitations, it is the Parties' intention that the Definitive Agreement will contain the following terms and conditions:

1. Plan. SSW currently intends to build a wastewater treatment plant at the STAMP Site and associated force main to discharge post-treated sanitary effluent and post-treated process water to Oak Orchard Creek in the Town of Shelby. For various reasons, GCEDC and SSW are exploring other solutions to provide permanent wastewater treatment services to the first two tenants at STAMP, one of whom is currently under construction and the other of whom is expected to start construction in the next few weeks. The Parties will explore and work together on the possible design, construction and operation of a new force main sewer line (the "Sewer Line") to facilitate the transport of wastewater from the STAMP Site for treatment at the Oakfield WWTF prior to discharge (the "Project").

2. Sewer Route. The GCEDC and SSW will work together with the Village to evaluate and present routing options for the Sewer Line. After consultation, the GCEDC and SSW will present a preferred route of the Sewer Line to the Village, upon which GCEDC and SSW and the Village will work to finalize the route of the Sewer Line.
3. Oakfield WWTF Initial Allocation of Treatment Capacity to STAMP. The Village will reserve an initial treatment capacity of twenty thousand (20,000) gallons per day within the Oakfield WWTF for current and future tenants at the STAMP Site. The Parties will work together to confirm that the Oakfield WWTF has sufficient existing capacity to handle the initial treatment capacity without substantial upgrades and undue additional stress to the Oakfield WWTF. To the extent upgrades or improvements are required, GCEDC and SSW shall be responsible for all costs associated with same and will pay the Village of Oakfield for invoices submitted within 30 days for reasonable engineering costs that the Village might incur relative to evaluating and/or making improvements to meet the initial treatment capacity.
4. Oakfield WWTF Future Allocation of Treatment Capacity to STAMP. The Parties will monitor and evaluate the overall capacity at the Oakfield WWTF and will work together to determine whether the Oakfield WWTF can provide additional treatment capacity to STAMP including any necessary additional improvements relative to same. To the extent upgrades or improvements are required, GCEDC and SSW shall be responsible for all costs associated with same and will pay the Village of Oakfield for invoices submitted within 30 days for reasonable engineering costs that the Village might incur relative to evaluating and/or making improvements to meet the initial treatment capacity.
5. Phosphorous Treatment. In connection with the proposed initial allocation of treatment capacity, GCEDC and SSW will propose to design and install, improvements to the WWTF to provide for facilities to reduce phosphorus levels in post-treated effluent. GCEDC and SSW shall be responsible for all costs associated with same and will pay the Village of Oakfield for invoices submitted within 30 days for reasonable engineering costs that the Village might incur relative to evaluating and/or making improvements to accommodate the phosphorus reduction.
6. Project Implementation; Ownership and Maintenance of the Sewer Line. The GCEDC and SSW will be responsible for implementing the Project. The Village will not have the ability to connect into the Sewer Line or otherwise utilize the Sewer Line to transport sewage to the Oakfield WWTF. The SSW will be responsible for maintaining the Sewer Line up to the point that the Sewer Line connects into the Oakfield WWTF system.
7. STAMP Service Agreement. In conjunction with the development of Definitive Agreements, SSW and the Village will enter into a service agreement to provide the STAMP Site with the wastewater treatment services contemplated under this LOI.
8. Consultation and Cooperation. The Parties will attend periodic meetings at mutually agreeable times to confer about the progress of the Parties' activities in connection to the Plan identified in Section 1 of this LOI. The Parties will cooperate with one another, in

good faith, to effectuate the Plan, and each Party will take such, and to execute and deliver to one another such documents, as one Party may reasonably request of the other, so as to carry out more effectively and completely the purposes of the Definitive Agreement. Each Party will bear its own costs in consulting and cooperating with the other.

9. Definitive Agreements Required. This LOI reflects the preliminary non-binding concepts with respect to certain terms. No Party will have any legal obligation arising out of this LOI or otherwise, to any other Party or any other person or entity by reason of this LOI or any other matter contemplated hereby or giving rise hereto, unless and until the parties execute Definitive Agreements and then only to the extent set forth in the Definitive Agreements. If so executed, the Definitive Agreements shall supersede the terms and conditions of this LOI to the extent therein provided, and will contain such terms, conditions, covenants, representations and warranties related to the matters contemplated under this LOI as the Parties may mutually agree upon. The Parties hereby acknowledge that the Definitive Agreements must make provision for a number of matters which are material to the matters contemplated under this LOI and to which the Parties have not yet agreed.
10. Not a Contract or an Option. This LOI shall not be deemed a contract or an option and shall not be binding on the Parties. The purpose of this LOI is to identify preliminary areas of agreement to enable the Parties to work together on the possible design, construction and operation of a new force main sewer line from the STAMP Site to the Oakfield WWTF to provide wastewater treatment services to STAMP and the preparation of a more complete document between the parties containing all of the terms of binding Definitive Agreements.
11. This LOI shall terminate at the earlier of April 15, 2026 or within Sixty (60) days after written notice by either party to terminate this LOI is received.

If the foregoing meets with your approval, kindly so signify by signing and returning the enclosed duplicate copy of this LOI, whereupon this LOI shall constitute a letter of intent between the Parties in accordance with the terms and provisions set forth above.

ACCEPTED AND AGREED TO:

Genesee County Economic Development Center

By: _____
Name: _____
Title: _____
Date: _____, 2025

STAMP Sewer Works, Inc.

By: _____
Name: _____
Title: _____
Date: _____, 2025

The Village of Oakfield, New York

By: _____
Name: _____
Title: _____
Date: _____, 2025

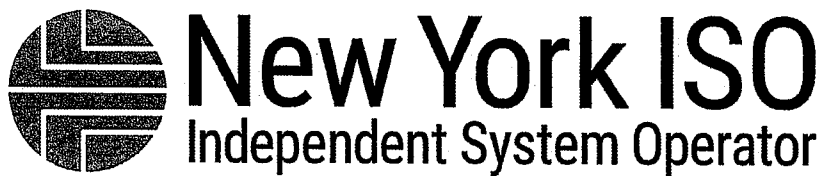
DRAFT

Payment to NYISO

Discussion: The GCEDC completed the Q580 study for the first 300mw off of the 345 kV power lines at STAMP. AS part of that study the GCEDC submitted a Material Modification to that study in 2021. The entire study was completed and approximately \$18,000 of the original deposit was returned to the GCEDC two or three years ago. While reviewing their past expenses the NYISO noticed that the Material Modification charge was billed to a different project code and was not invoiced until last week.

Fund Commitment: \$8,580 from the \$33 million.

Committee Action request: Recommend approval of paying the NYISO invoice in the amount of \$8,580.



Bill To:
Genesee County Economic Development Center

Remit To:
10 KREY BOULEVARD
RENSSELAER, NY 12144

Terms	Due Date	Customer Contact	Contact Phone	Contact Fax
30 NET	05-07-2025			
Item Num	Description	Quantity Shipped	Unit Price	Extended Amount
1	Y077 COMPLETE INV	1	8,580.00	8,580.00

NYISO Tax ID Number 14-1815612

Please Make Checks Payable To:
New York Independent System Operator (NYISO)

Mail To:
NYISO, 10 Krey Boulevard, Rensselaer, NY 12144

Payment by Wire To:
Key Bank, NA, Albany, NY - Interconnections Account
ABA No. 021300077, Account No. 329681031947

Invoice	
57493	
Billing Date	
04-07-2025	
Customer Number	Customer Location
Y077	38676

SubTotal 8,580.00

Total 8,580.00