



Meeting Agenda – STAMP Committee
 Genesee County Economic Development Center
 Wednesday, September 3rd, 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. Chairman’s Report & Activities	P. Zelif	
	2a. Agenda Additions / Deletions / Other Business		
2-5	2b. Minutes: July 9, 2025		Vote
	3. Discussions / Official Recommendations to the Board:		
6-15	3a. Cost Reimbursement Agreement with NextEra	M. Masse	Disc / Vote
16-20	3b. Rescission of Final Resolution and Consistency Determination Concerning Project Double Reed	M. Masse	Disc / Vote
21-26	3c. Amendment to General Services Agreement – CC Environment And Planning	M. Masse	Disc / Vote
27	3d. Cost Reimbursement Agreement – NYPA	M. Masse	Disc / Vote
	4. Adjournment	P. Zelif	Vote



GCEDC STAMP Committee Meeting
Wednesday, July 9, 2025
Location: 99 MedTech Drive, Innovation Zone

8:00 a.m.

MINUTES

ATTENDANCE

Committee Members: M. Clattenburg, C. Kemp, C. Yunker, *P. Zeliff (Video Conference)
Staff: M. Masse, L. Farrell, P. Kennett, K. Galdun, C. Suozzi, J. Krencik
Guests: R. Crossen (Town of Alabama Supervisor), M. Fitzgerald (Phillips Lytle- Video Conference), P. Battaglia (GCEDC/GGLDC Board Member), K. Fisher (Town of Alabama Supervisor), E. Borek (Phillips Lytle – Video Conference), M. Landers (Genesee County Manager), M. Boylan (Genesee County), T. Palmarsano (Town of Basom Resident)

**P. Zeliff attended the meeting via Video Conference, therefore he did not count towards the quorum.*

1. Call to Order / Enter Public Session

P. Zeliff, via video conference, called the meeting to order at 8:02 a.m. in the Innovation Zone.

1a. Executive Session

C. Yunker made a motion to enter executive session under the Public Officers Law, Article 7, Open Meetings Law Section 105, at 8:02 a.m., for the following reasons:

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

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

E. Borek and M. Landers left the meeting at 8:43 a.m.

1b. Re-Enter Public Session

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

T. Palmarsano entered the meeting at 8:43 a.m.

2. Chairman's Report & Activities

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

2b

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2b. Minutes: June 4, 2025

C. Yunker made a motion to approve the June 4, 2025, minutes; the motion was seconded by C. Kemp. Roll call resulted as follows:

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

The item was approved as presented.

3. Discussions / Official Recommendations to the Board:

3a. Easements for Force Main Project – In conjunction with the installation of the force main from the STAMP site to the Village of Oakfield wastewater treatment facility, there are a number of easements needed. Based on a compensation model of \$2 per linear foot with a minimum of \$500, the following payments are needed for three easements:

1. Permanent Easement 1 and Permanent Easement 2 for a total of \$1,175
2. Permanent Easement 3 - \$500

Fund Commitment: \$1,675 from the \$56 million.

Board Action Request: Approval of payment of \$1,675 to the holders of the easement numbers identified above.

C. Yunker made a motion to recommend to the full Board the approval to pay \$1,675 for the above mentioned Easements for the Force Main Project, as presented; the motion was seconded by C. Kemp. Roll call resulted as follows:

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

The item was approved as presented.

3b. Town of Alabama Water Tank Review Fees – The GCEDC had completed the site plan approval of design and engineering of the on site 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 the attached invoices in connection with this review in the amount of \$7,242.92.

Fund Commitment: The \$7,242.92 is covered under the existing \$56 million grant.

Board Action Request: Recommend approval to the full Board to pay \$7,242.92 to the Town of Alabama.

C. Yunker made a motion to recommend to the full Board the approval to pay \$7,242.92 to the Town of Alabama as presented; the motion was seconded by M. Clattenburg. Roll call resulted as follows:

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

The item was approved as presented.

3c. Marshalling Yard Agreement with National Grid – In connection with National Grid’s rebuild of the Lockport Line 112 they are looking to utilize up to five acres of land owned by the GCEDC as a marshalling yard for their equipment and materials. In July of 2024 the GCEDC approved a temporary use agreement with National Grid for \$1,500 per month for a period of 12 months, with the ability to extend another 12 months with notification. National Grid would like to extend this agreement for another two years to July 2028 at \$1,500 per month.

Fund Commitment: None.

Board Action Request: Recommend approval to the full Board the marshalling yard agreement with National Grid.

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

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

The item was approved as presented.

3d. Electric Service Installation with National Grid – In connection with installation of the sewer service for the Edwards project, National Grid needs to install power to the location for the pump station. They have provided a proposal of \$8,783.50 to complete this work.

Fund Commitment: \$8,783.50 to be covered under the existing \$56 million grant.

Board Action Request: Recommend approval to the full Board the electric service installation proposal with National Grid.

C. Yunker made a motion to recommend to the full Board the approval of the electric service installation proposal with National Grid, not to exceed \$8,783.50 as presented; the motion was seconded by C. Kemp. Roll call resulted as follows:

P. Zeliff - N/A (Video Conference - Not officially in attendance)

2b

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

The item was approved as presented.

Item 3e was discussed for informational purposes only and did not require any formal action; therefore, no vote was conducted

3e. Letter of Credit – This item was discussed at the last meeting. It was previously discussed that there would be a 1% annual fee that would have to be paid related to the line of credit. However, since then, we received conflicting information regarding the specific requirements from NYPA, L. Farrell stated that she had reached back out to NYPA for further clarification and was currently awaiting their response. She did reach out to Five Star Bank, Key Bank, and Tompkins to inquire about the letter of credit, given we already work with each of them. She was hoping to have more clarification on the requirements prior to the Board meeting. L. Farrell also stated the annual fee could be as low as .5%, in which case no additional approval would be required.

3f. Appointment of Phillips Lytle as Special Counsel – With recent litigation filed against the GCEDC, the staff recommends that the Board 1) appoints Phillips Lytle as special counsel for the current litigation and 2) approves funds to be expended up to \$25,000 to cover the insurance deductible.

Fund Commitment: \$25,000 to be covered under operating funds.

Committee Action request: Recommend approval to the full Board of the appointment of Phillips Lytle as special counsel for the current litigation and approve funds to be expended up to \$25,000 to cover the insurance deductible.

P. Zeff inquired about whether Phillips Lytle would be representing the Town of Alabama. M. Masse clarified that the purpose of the agenda item was to appoint Phillips Lytle as special counsel to initiate the litigation process, with a more detailed discussion regarding the Town's legal position to follow at a later date.

M. Clattenburg made a motion to recommend to the full Board the approval of appointing Phillips Lytle as Special Counsel, for the current litigation and approve funds to be expended up to \$25,000 to cover the insurance deductible as presented; the motion was seconded by C. Kemp. Roll call resulted as follows:

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

The item was approved as presented.

4. Adjournment

As there was no further business, C. Yunker made a motion to adjourn at 8:50 a.m., seconded by C. Kemp and passed unanimously.

2b

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New Load Cost Reimbursement Agreement with Nextera Energy Transmission Investments, LLC

Discussion: Attached is a New Load Cost Reimbursement Agreement (CRA) with Nextera Energy Transmission Investments, LLC for the remote end coordination and relay settings at Dysinger Station.

Fund commitment: \$200,000 included in the \$56 million.

Committee action request: Recommend approval to sign CRA for a \$200,000.

NEW LOAD COST REIMBURSEMENT AGREEMENT

THIS COST REIMBURSEMENT AGREEMENT (the “**Agreement**”), made and entered into as of this [DATE] (the “**Effective Date**”), by and between **Genesee County Economic Development Center**, having an office and place of business at 99 MedTech Drive, Suite 106, Batavia NY organized and existing under the laws of the State of New York as a Public Benefit Corporation (“**GCEDC**” or “**Developer**”), and **NEXTERA ENERGY TRANSMISSION INVESTMENTS, LLC**, a Delaware limited liability company, having its principal offices at 700 Universe Blvd., Juno Beach, FL 33408 (“**NETI**” or the “**Company**”). **GCEDC** and **Company** may be referred to hereunder, individually, as a “**Party**” or, collectively, as the “**Parties**”.

WITNESSETH

WHEREAS, GCEDC is constructing a new load project located in Genesee County, New York connecting into NETI’s Dysinger Switchyard (the “**Project**”); and

WHEREAS, GCEDC has entered into that certain Development Agreement, dated as of [DATE] (the “**DA**”) by and among GCEDC, the New York Power Authority (“**NYPA**”) and National Grid (“**National Grid**”) for purposes of connecting the Project into NETI’s assets near Dysinger and associated transmission assets owned by NYPA and National Grid; and

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

WHEREAS, NETI will incur costs in providing the Work in support of GCEDC that NETI otherwise would not be obliged to incur; and

WHEREAS, GCEDC shall be responsible for all of NETI’s costs arising from such Work; and

WHEREAS, NETI is willing to perform the Work, subject to the terms and conditions of this Agreement;

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

1. Term. This Agreement shall become effective as of the Effective Date and shall remain in full force and effect until the earlier of (a) NETI’s delivery to Developer of NETI’s duly executed, written acknowledgement that all of its actual costs and expenses necessarily and otherwise reasonably incurred by NETI in connection with performance of the Work (“**Reimbursable Costs**”) have been paid in full by Developer as contemplated by this Agreement; or (b) the Parties mutually agree in writing to terminate this Agreement, provided that no such termination shall affect or excuse the performance by either Party of its obligations under any provision of this Agreement that, by its terms, survives any such termination.
2. Work. NETI shall use reasonable efforts to perform the Work in accordance with Good Utility Practice. “**Good Utility Practice**” means any of the practices, methods, and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods, and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision

was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety, and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act, to the exclusion of all others, but rather to refer to acceptable practices, methods, or acts generally accepted in the region in which the Project is located during the relevant time period. Good Utility Practice shall include, but not be limited to, NERC, NPCC, NYISO, and NYSRC criteria, rules, guidelines, and standards, where applicable, and as they may be amended from time to time, including the rules, guidelines, and criteria of any successor organization to the foregoing entities.

3. Changes in Work. Developer may from time to time submit to NETI written requests for changes in the Work. If the Parties mutually agree to a change in the Work, such change will be set forth in a written change order, and the Work schedule shall be extended or otherwise adjusted as agreed by the Parties pursuant to such change order, which shall constitute an amendment to the scope of work set forth in Attachment A hereto. Any additional costs arising from such change shall also be reflected in such change order and will become part of the Reimbursable Costs to be paid by Developer pursuant to this Agreement.
4. Estimate Only: Developer Obligation to Pay NETI Reimbursable Costs. The estimated cost of the Work and any other estimates provided under or in connection with this Agreement or the Work shall not limit Developer's obligation to pay NETI for all Reimbursable Costs. Without limiting the foregoing, Reimbursable Costs shall include the costs and expenses necessarily and otherwise reasonably incurred by NETI for labor (including internal labor), services, materials, contracts, subcontracts, and equipment and other costs and expenses necessarily and otherwise reasonably incurred by NETI in connection with the performance of the Work.
5. Payment. Developer will reimburse NETI for all Reimbursable Costs incurred by NETI in connection with the performance of the Work.
 - a. Within thirty (30) days of the Effective Date, Developer shall provide NETI with a prepayment of Two Hundred Thousand Dollars (\$200,000.00) (the "**Initial Prepayment**"), such amount representing NETI's current estimate of Work to be performed by NETI. Unless it elects to do so in its sole discretion, NETI shall not be obligated to commence any Work under this Agreement prior to NETI's receipt of the Initial Prepayment. The Parties may mutually agree in writing to increase the Initial Prepayment at any time during the term of this Agreement. NETI will endeavor to provide notice to Developer if the Reimbursable Costs are going to meet or exceed the Initial Prepayment. If Reimbursable Costs exceed the Initial Prepayment, NETI shall invoice Developer within thirty (30) days following the end of each calendar month for all excess costs incurred during such preceding month. Developer shall pay all such invoices within thirty (30) days after receipt thereof. NETI shall have the right to suspend Work upon Developer's failure to pay any invoice when due until such time as all outstanding amounts have been paid in full or until the Parties have otherwise come to a mutual written agreement regarding such excess costs.
 - b. Within one hundred and eighty (180) days following the earlier of (i) the completion of the Work, or (ii) the effective early termination date of this Agreement in accordance

with Section 1, NETI shall perform a reconciliation of the total of all Reimbursable Costs to the Initial Prepayment previously paid to NETI by Developer under this Agreement. If the Initial Prepayment is greater than the total of all Reimbursable Costs actually incurred, NETI shall reimburse the difference to GCEDC (the “**Refund Amount**”). The Refund Amount, as applicable, shall be due and payable upon final reconciliation but no later than sixty (60) Days after such reconciliation.

- c. All invoices shall be sent to Developer to the attention of the individual specified below at the address specified in Section 14(b) or to such other individual at such other address as Developer may designate from time to time by written notice to NETI.
 - d. Any payments pursuant to this Section 5 shall be made by wire transfer of immediately-available United States funds to the account or accounts designated by NETI or Developer, as applicable.
6. Developer’s Responsibilities. Developer shall cooperate with NETI as necessary to facilitate NETI’s performance of the Work. NETI will have no responsibility or liability under this Agreement for any delay in the performance of the Work or any defective performance or nonperformance thereof to the extent that such delay in performance, defective performance or nonperformance is caused by the inability or failure of (a) Developer to cooperate with NETI as necessary to facilitate NETI’s performance the Work or to perform any tasks or responsibilities to be otherwise performed or undertaken by Developer under this Agreement or (b) Developer and NETI to reach agreement on any matter requiring their agreement under the terms of this Agreement.
7. Disclaimers. Any warranties provided by original manufacturers, licensors, or providers of material, equipment, services or other items provided or used in connection with the Work, including items incorporated into the Work (collectively, “**Third-Party Warranties**”), are not to be considered warranties of NETI, and NETI makes no representations, guarantees, or warranties as to the applicability or enforceability of any such Third-Party Warranties.
- a. DEVELOPER ACKNOWLEDGES THAT NETI IS NOT IN THE BUSINESS OF PERFORMING DESIGN, ENGINEERING OR CONSTRUCTION SERVICES FOR PROFIT AND IS NOT RECEIVING ANY FEE OR PROFIT (AS CONTRASTED WITH COST REIMBURSEMENT) FOR ITS PERFORMANCE UNDER OR IN CONNECTION WITH THIS AGREEMENT. THE EXCLUSIVE REMEDY GRANTED TO DEVELOPER FOR ANY ALLEGED FAILURE OF NETI TO MEET THE REQUIREMENTS CONTAINED IN THIS AGREEMENT IS TO REQUEST THAT NETI PROMPTLY CORRECT, REPAIR OR REPLACE SUCH DEFECTIVE WORK. NETI MAKES NO WARRANTIES, REPRESENTATIONS, OR GUARANTEES IN CONNECTION WITH THIS AGREEMENT, THE EXISTING FACILITIES, THE NEW FACILITIES, THE PROJECT, OR ANY NETI WORK, WHETHER WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE HEREBY EXPRESSLY EXCLUDED AND DISCLAIMED.

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

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

9. Confidentiality. The Parties agree that this Agreement and the discussions and negotiations contemplated by this Agreement shall be subject to that Confidentiality Agreement, dated August 28, 2025, (the "Confidentiality Agreement") by and between the Parties, and the Parties adopt the provisions and obligations of the Confidentiality Agreement as if it were by and between the Parties hereto.

10. Liability and Indemnification.

a. To the fullest extent allowed by law, Developer will indemnify, and at NETI's option, defend NETI's employees and representatives (each, individually, an "**Indemnified Party**" and, collectively, the "**Indemnified Parties**"), from and against any and all direct actions, causes of action, claims, demands, damages, judgments, lawsuits, liabilities, liens, losses, penalties, and other costs and expenses (including but not limited to reasonable attorneys' fees and disbursements) of every nature, including but not limited to claims brought by third parties for personal injury and/or property damage (collectively, "**Damages**"), suffered or incurred by any Indemnified Party and caused by, or otherwise arising from, the negligent or unlawful acts, errors, omissions, or intentional misconduct of Developer or any of its "affiliates" (used here and elsewhere in this Agreement as defined by the Securities and Exchange Commission in Rule 12b-2 under the Securities Exchange Act of 1934, as amended) or third-party contractors or any of their respective directors, officers, employees, agents, or other representatives in connection with the performance of this Agreement, except to the extent that such Damages are determined by a court of competent jurisdiction to have been caused by the gross negligence, wanton misconduct, or intentional fraud of NETI or any of its affiliates or contractors or any of their respective directors, officers, employees, agents, or other representatives or any other person or entity for whom or which NETI is legally responsible.

b. Neither Party shall be liable to the other Party for incidental, indirect, multiple, punitive, or other consequential or special damages (including but not limited to, any loss of property or equipment, loss of profits or revenue, lost market opportunity, loss of use of equipment or power systems, cost of capital, cost of purchased or replacement power or temporary equipment, including additional expenses incurred in using existing facilities, attorneys' fees and other costs of litigation) in connection with, or related to, this Agreement, including but not limited to damage claims based on causes of action for breach of contract, tort (including negligence), or any other theory of recovery, regardless of whether (i) such damages were reasonably foreseeable or (ii) the

Parties were advised or otherwise aware that such damages might be suffered or incurred.

c. Notwithstanding any other provision of this Agreement to the contrary, this Section 10 shall survive the termination, cancellation or expiration of this Agreement.

11. Safety. Each Party shall be solely responsible for the safety and supervision of its own employees, representatives and contractors involved with the Work or on the sites where the Work is to be performed (the “**Site(s)**”). Each Party shall comply, and shall require its employees, representatives and contractors involved with the Work to comply, with all applicable federal, state and local health and safety requirements, rules, regulations, laws and ordinances. Developer shall be solely responsible for the maintenance and safety of its Site(s) and shall ensure that they are and remain in compliance with all applicable federal, state and local health and safety requirements, rules, regulations, laws and ordinances.

12. Independent Contractor; No Utility Services. NETI and Developer shall be independent contractors, and neither Party shall be deemed to be an agent of the other Party. This Agreement is not an agreement to provide or take utility services of any kind, including, without limitation, power, interconnection or other electric transmission services.

13. Governing Law. This Agreement is made under, and shall be interpreted, construed, governed, and enforced in accordance with, the laws of the State of New York. Each of the Parties shall submit to the personal jurisdiction of the courts of the State of New York, or the Federal District Court for the Southern District of New York, located in the County of Westchester, as permitted by law, with respect to any matter or dispute arising out of this Agreement. TO THE EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

14. Miscellaneous

a. Compliance with Law. Each Party shall comply, and shall ensure that its subcontractors comply, at all times with all applicable federal, state, and local laws, rules, codes, regulations, and ordinances in connection with this Agreement and the performance of the Work. Such compliance shall include, but shall not be limited to, compliance with all applicable wage and hour laws and regulations and all other laws and regulations dealing with, or relating to, the employment of persons and the payment of contributions, premiums, and taxes required by such laws and regulations. Neither Party shall be required to undertake or complete any action or performance under this Agreement that is inconsistent with such Party’s standard safety practices, its material and equipment specifications, its design criteria and construction procedures, its labor agreements, Good Utility Practice or any applicable laws or regulations.

- b. Notice. All notices or other communications hereunder shall be deemed to have been duly given and made if in writing and if served by personal delivery upon the Party for whom it is intended, by a national courier service, or if sent by facsimile or email; *provided* that the facsimile or email is promptly confirmed by response of the Party for whom it is intended or written confirmation by a national courier service thereof, to the person at the address set forth below, or such other address as may be designated in writing hereafter, in the same manner, by such person:

If to GCEDC:

Genesee County Economic Development Center

Attention: Mark A. Masse

99 MedTech Drive

Suite 106

Batavia, NY 14020

mmasse@gcedc.com

If to NETI:

NextEra Energy Transmission Investments, LLC

700 Universe Boulevard

Juno Beach, FL 33408

Email: NEET-Business-Management.SharedMailbox@nexteraenergy.com

and with a copy to (which shall not constitute notice):

NextEra Energy Transmission, LLC

Attn: Legal Dept.

700 Universe Blvd.: MailStop: UST/JB

Juno Beach, FL 33408

Email: NEET-Legal.SharedMailbox@nexteraenergy.com

- c. Incorporation of Recitals, Schedules and Exhibits. The recitals, schedules, attachments and exhibits referenced in, and attached to, this Agreement are incorporated into, and form an integral part of, this Agreement.
- d. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original. The exchange of copies of this Agreement and signature pages hereto by facsimile or other electronic transmission (including but not limited to e-mailed PDF) shall constitute effective execution and delivery of this Agreement by the Parties and shall be deemed to be originals for all purposes. Signatures of the Parties transmitted by facsimile or other electronic means (including but not limited to e-mailed PDF) shall be deemed to be original signatures for all purposes.

[SIGNATURE PAGE FOLLOWS]

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

NextEra Energy Transmission Investments, LLC

By: _____

Name: _____

Title: _____

Date: _____

Genesee County Economic Development Corporation

By: _____

Name: _____

Title: _____

Date: _____

ATTACHMENT A: SCOPE OF WORK TO GCEDC COST REIMBURSEMENT AGREEMENT

NETI's scope of work includes certain preliminary engineering, design, procurement, and project management activities specified in Attachment A to this Agreement related to the preparation of the DA, to, among other things, rebuild and modify assets owned and operated by NETI to support the STAMP Project. NETI shall review the DA and associated documents and work papers in connection with the Project's proposed interconnection with NETI's Transmission Facilities.

NETI services may include but are not limited to:

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

The work contemplated by this Attachment and this Agreement does not include any permitting activities or any construction, relocations, alterations, modifications, or upgrades with respect to any Company, Developer or third party facilities or the Interconnection Project ("**Implementation Work**"), nor does Company make any commitment to undertake such Implementation Work. If the Parties elect, in their respective sole discretion, to proceed with any Implementation Work:

(i) such Implementation Work would be performed pursuant to a separate, detailed, written, and mutually acceptable developer agreement to be entered into by the Parties, the NYPA and National Grid, in accordance with the applicable provisions of the NYISO Open Access Transmission Tariff and (ii) payment of all actual costs incurred by Company or its Affiliates in connection with or related to such Implementation Work shall be the responsibility of Developer and Developer shall reimburse Company for all such costs.

The Company Work may be performed in any order as determined by the Company. For the avoidance of doubt: the Company shall not have any responsibility for seeking or acquiring any real property rights in connection with the Company Work, the Project, the Interconnection Project or this Agreement including, without limitation, licenses, consents, permissions, certificates, approvals, or authorizations, or fee, easement or right of way interests. Neither this Agreement nor the Company Work include granting, securing or arranging for Developer or any third party to have access rights in, through, over or under any real property owned or controlled by the Company; any such access rights would be the subject of separate written agreements.

RESOLUTION OF THE GENESEE COUNTY INDUSTRIAL DEVELOPMENT
AGENCY D/B/A GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER
REGARDING A FINAL RESOLUTION AND CONSISTENCY DETERMINATION
CONCERNING PROJECT DOUBLE REED AT THE WESTERN NEW YORK SCIENCE
& TECHNOLOGY ADVANCED MANUFACTURING PARK

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

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

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

WHEREAS, STREAM U.S. DATA CENTERS, LLC, for itself or on behalf of an entity formed or to be formed by it or on its behalf (the "**Company**") submitted an application, including supplemental information and documentation related thereto (collectively, the "**Application**") to the Agency, a copy of which is on file with the Agency, requesting the Agency's assistance with respect to a certain project (the "**Project**" or "**Project Double Reed**") consisting of: (i) the retention by the Agency of a leasehold or other interest in approximately 60 acres of real property located at Crosby Road in the Town of Alabama, Genesee County, New York and all other lands in the

Town of Alabama where, by license or easement or other agreement, the Company or its designees are making improvements that benefit the Project (the “**Land**”, being more particularly described as portions of tax parcel Nos. 10.-1-4.112 and 10.-1-3, as may be subdivided); (ii) the planning, design, construction and leasing of three (3) buildings totaling approximately 900,000 square feet to accommodate certain data processing related space, along with utility and site improvements, parking lots, access and egress improvements, signage, curbage, landscaping and stormwater retention and other related improvements (collectively, the “**Improvements**”); and (iii) the acquisition by the Company in and around the Improvements of certain items of machinery, equipment and other tangible personal property (the “**Equipment**”; and, together with the Land and the Improvements, the “**Facility**”); and

WHEREAS, in accordance with Article 8 of the New York State Environmental Conservation Law and the regulations promulgated under Article 8 and set forth at Part 617 of Title 6 of the New York Code of Rules and Regulations (collectively referred to as “**SEQRA**”), the Agency, acting as Lead Agency conducting a coordinated environmental review, issued a resolution dated March 6, 2025 (the “**Consistency Determination**”), which concluded that Project Double Reed is a Future Project Use that will be carried out in conformance with the conditions and thresholds set forth in the STAMP Findings and that all potential impacts associated with Project Double Reed are adequately addressed in the STAMP GEIS and the STAMP Findings, and, accordingly, that no further SEQRA compliance was required; and

WHEREAS, by resolution dated March 6, 2025 (the “**Final Resolution**”) the Agency approved the Application by acknowledging the public hearing held by the Agency on February 3, 2025, appointing the Company as agent of the Agency, authorizing the grant of financial assistance as described therein, and approving the sale of the Land to the Company; and

WHEREAS, following the adoption of the Consistency Determination and Final Resolution, GCEDC received a letter dated August 26, 2025 (the “**Update Letter**”), from the Company, which advised that the Company has identified an opportunity to secure additional capacity and increase the scale of the Project, such that the Project will increase both in terms of power consumption and the useable square footage of the Facility (the “**Revised Project**”); and

WHEREAS, the Company has further advised GCEDC that it intends to submit an amended Application which will identify in greater detail those aspects of the Project which will be changed, such that the Company will not be proceeding with the plans and specifications for the Project as contemplated in the Consistency Determination and Final Resolution; and

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WHEREAS, in light of the Company's decision to amend the Project to expand the Company's investment and bring additional jobs and economic benefits to the community, the Agency believes it appropriate to rescind the Consistency Determination and Final Resolution, as the Proposed Modifications will necessitate the Agency to evaluate the Revised Project pursuant to SEQRA and the Act.

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

Section 1. Based upon the Update Letter, the Agency finds that because the Company will not be proceeding with the plans and specifications for the Project as contemplated in the Consistency Determination and Final Resolution, the Consistency Determination and Final Resolution are moot, as the Project is proposed to be expanded to bring additional investment, jobs, and economic benefits to the community.

Section 2. Based upon the above, the Agency hereby rescinds the Consistency Determination and Final Resolution and any other approvals issued for the Project, such that those resolutions and/or approvals are no longer in force or effect. Upon receipt of an amended Application from the Company, the Agency shall review the Revised Project consistent with the requirements of SEQRA and the Act by treating it as a new application.

Section 3. The officers, employees and agents of the Agency are hereby authorized and directed for and in the name and on behalf of the Agency to do all acts and things required and to execute and deliver all such certificates, instruments and documents, to pay all such fees, charges and expenses and to do all such further acts and things as may be necessary or, in the opinion of the officer, employee or agent acting, desirable and proper to effect the purposes of the foregoing resolution.

Section 4. This Resolution, which is adopted by a majority vote of the Agency shall take effect immediately.

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

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

The Resolution was thereupon duly adopted.

SECRETARY'S CERTIFICATION
(Stream U.S. Data Centers, LLC Project)

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

I, the undersigned Secretary of the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center, DO HEREBY CERTIFY:

That I have compared the annexed extract of minutes of the meeting of the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center (the "Agency"), including the resolution contained therein, held on September 4, 2025, with the original thereof on file in the offices of the Agency, and that the same is a true and correct copy of the proceedings of the Agency and of such resolution set forth therein and of the whole of said original insofar as the same related to the subject matters therein referred to.

I FURTHER CERTIFY, that all members of said Agency had due notice of said meeting, that the meeting was in all respects duly held and that, pursuant to Article 7 of the Public Officers Law (Open Meetings Law), said meeting was open to the general public, and that public notice of the time and place of said meeting was duly given in accordance with such Article 7.

I FURTHER CERTIFY, that there was a quorum of the members of the Agency present throughout said meeting.

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Agency this ___ day of _____, 2025.

Secretary

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Amendment to General Services agreement with CC Environment and Planning

Discussion: In September of 2024 the GCEDC approved an amendment to the contract with CC Environment and Planning for the scope of work as listed in the attachments.

As we have progressed with construction work at STAMP in an effort to ensure that all work is being performed in sensitive environmental areas as well as any work related to DEC and USACE issued permits should have weekly inspections from CC Environment and Planning.

They are seeking an amendment to the agreement to cover the remainder of the costs associated with this scope of work. This task would be billed hourly based on their time related to the active construction work.

Fund Commitment: \$10,000 for Task A to be covered under the \$56 million.

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

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CC Environment & Planning

Katlyn Hojnacki
Senior Ecologist/Operations Manager

August 26, 2025

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

Re: Amendment to STAMP General Environmental Services and Force Main Frac-out Monitoring

Dear Mark:

As discussed, this letter serves as a proposed amendment to the STAMP General Environmental Services and Force Main Frac-out Monitoring contract agreement executed on December 8, 2023 and amended on September 11, 2024, between CC Environment & Planning and Genesee County Economic Development Center (attached for reference).

The amendment reflects a proposal to expand the scope of services and budget for Task 1 to include construction monitoring and oversight as related to possible environmental impacts. Under this task, a CC Environment staff member will visit STAMP weekly to inspect on-going and/or recently completed construction projects to ensure they comply with all applicable environmental permits and regulations and to ensure there are no non-permitted impacts or potential impacts. Any concerns will be relayed immediately to GCEDC, while weekly updates will be given during STAMP Tech Team meetings. Visits will be coordinated with other STAMP-related work, when possible, to ensure efficient use of time. An amended not to exceed budget for Task 1 is \$10,000. This contract continues to be structured as a not to exceed and will be billed based on time and expenses incurred at the rate of the original agreement. This amendment letter does not otherwise alter the purpose or specific provisions of the original agreement.

ACCEPTANCE

The signatures below indicate acceptance of this amendment as stated above.

Sincerely,

Katlyn Hojnacki, Senior Ecologist
CC Environment & Planning

For Genesee County Economic Development Center:

Signature of Authorized Representative

Date

Enclosure

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CC Environment & Planning

Katlyn Hojnacki
Senior Ecologist/Operations Manager

August 26, 2024

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

Re: Amendment to STAMP General Environmental Services and Force Main Frac-out Monitoring

Dear Mark:

As discussed, this letter serves as a proposed amendment to the STAMP General Environmental Services and Force Main Frac-out Monitoring contract agreement executed on December 8, 2023, between CC Environment & Planning and Genesee County Economic Development Center (attached for reference).

The amendment reflects a proposal to extend the contract budget to allow work to continue under Task 1 – General Environmental Services for the remainder of 2024. Specific tasks include participation in bi-weekly Tech Team meetings, submittal of pre-construction notifications/joint permit applications for the Crosby Road culvert replacement and Big Water projects, finalization of the Land Management Plan, progress on the Orleans Force Main permit, assistance with Oakfield Force Main permitting, and other environmental review and/or permitting, as necessary. This task is further defined in the original agreement attached. An amended not to exceed budget for Task 1 is \$22,500. No budget changes are proposed for Task 2. This contract continues to be structured as a not to exceed and will be billed based on time and expenses incurred at the rate of the original agreement. This amendment letter does not otherwise alter the purpose or specific provisions of the original agreement.

ACCEPTANCE

The signatures below indicate acceptance of this amendment as stated above.

Sincerely,

Katlyn Hojnacki, Senior Ecologist
CC Environment & Planning

For Genesee County Economic Development Center:

Signature of Authorized Representative

Enclosure

Date



CC Environment & Planning

Katlyn Hojnacki
Senior Ecologist/Operations Manager

November 29, 2023

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

Re: STAMP General Environmental Services and Force Main Frac-out Monitoring

Dear Mark:

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

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

Scope of Services

1. General Environmental Services: Includes assistance with on- and off-site design review, permitting, and SEQR; other environmental services, as necessary; and participation in STAMP Technical Team meetings.
2. Force Main Frac-out Monitoring: Conduct required monitoring within the 2023 force main frac-out areas in accordance with the monitoring plan approved by USFWS.

Schedule and Fee

Project activities will commence immediately upon receipt of a signed contract through December 2024. This contract is proposed as a time and materials with a not to exceed estimated budget of \$49,300 broken out by tasks below. Invoices will be submitted monthly based on the 2024 rate sheet in Attachment A.

Task 1 – General Env. Services: \$30,800

Task 2 – Frac-out Monitoring: \$18,500

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Conditions

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

Assumptions

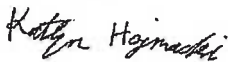
The proposed schedule and fee for this project are based on the following assumptions:

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

ACCEPTANCE

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

Sincerely,



Katlyn Hojnacki, Senior Ecologist
CC Environment & Planning

AUTHORIZATION

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



Genesee County Economic Development Center

12/8/23
Date

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CC Environment & Planning

CC ENVIRONMENT & PLANNING BILLING RATES CALENDAR YEAR 2024

Employee Type	Hourly Rate
Principal Ecologist	\$185.00
Senior Environmental Scientist/Planner	\$160.00
Environmental Scientist/Planner	\$130.00
Graphic Designer/GIS Analyst	\$115.00
Environmental Technician	\$95.00
Office/Administrative Assistant	\$80.00
Travel/Materials	At Cost
Outside Contracted Services	Cost plus 10%

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Cost Reimbursement Agreement with NYPA

Discussion: The GCEDC has previously signed 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 \$250,000 included in the \$56 million.

Committee action request: Recommend approval to fund the CRA for an additional \$250,000.