



Meeting Agenda – STAMP Committee
 Genesee County Economic Development Center
 Wednesday, January 14, 2026 - 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. 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. 2. 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	
2-6	2. Chairman’s Report & Activities 2a. Agenda Additions / Deletions / Other Business 2b. Minutes: December 3, 2025 & December 18, 2025	P. Zelif	Vote
7-12 13-21 22 23-25	3. Discussions / Official Recommendations to the Board: 3a. Agreement for Payment of Project Evaluation Expenses 3b. Consulting Contracts for Project Evaluation 3c. Cost Reimbursement – NYPA 3d. Change Order from O’Connell for Substation Construction	M. Masse M. Masse M. Masse M. Masse	Disc / Vote Disc / Vote Disc / Vote Disc / Vote
	4. Adjournment	P. Zelif	Vote



GCEDC STAMP Committee Meeting
Wednesday, December 3, 2025
Location: 99 MedTech Drive, Innovation Zone

8:00 a.m.

MINUTES

ATTENDANCE

Committee Members: C. Yunker, C. Kemp, P. Zeliff
Staff: M. Masse, L. Farrell, K. Galdun, C. Suozzi, J. Krencik, P. Kennett
Guests: R. Crossen (Town of Alabama Supervisor), P. Battaglia (GCEDC/GGLDC Board Member)
Absent: M. Clattenburg

1. Call to Order / Enter Public Session

P. Zeliff called the meeting to order at 8:03 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 8:04 a.m., for the following reasons:

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

The motion was seconded by C. Yunker and approved by all members present.

P. Battaglia joined the meeting at 8:11 a.m.

1b. Re-Enter Public Session

C. Kemp made a motion to enter back into public session at 8:35 a.m., seconded by C. Yunker and approved by all.

2. Chairman's Report & Activities

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

2b. Minutes: October 29, 2025

C. Yunker made a motion to approve the October 29, 2025, minutes; the motion was seconded by C. Kemp. Roll call resulted as follows:

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

The item was approved as presented.

3. Discussions / Official Recommendations to the Board:

3a. Sale of Topsoil – STAMP has approximately 15,000 cubic yards of topsoil that are stockpiled on site. Keeler would like to purchase up to 13,000 cubic yards of the topsoil at \$3.50 per cubic yard. This would remove almost all of the current stockpile of topsoil on the STAMP site.

The current market rate for the resale of topsoil appears to be in the \$20 to \$25 range. Please keep in mind this price includes the material, machine and labor to load, trucking to Barre stone to be screened, testing to meet DOT standards, amending the material as required, covering and storing.

In August of 2022 the STAMP Committee had reviewed an offer from Keeler for \$3.50 per cubic yard for 1,000 cubic yards of topsoil. The Committee recommended that no additional sales of topsoil should be made as there may be future needs for topsoil as construction continues to progress. Additionally, C. Yunker stated that for future reference he believes market rate is higher.

The Committee approved the sale of 1,000 cubic yards. Keeler did not take the topsoil. There has been no need for the topsoil at the STAMP site since 2022 and the other construction projects have had a surplus of topsoil that they are storing on their site or was sent to the Town.

Fund Commitment: None.

Board Action Request: Approval of sale of up to 13,000 cubic yards of topsoil to Keeler (Barre Stone) for \$4.00 a cubic yard.

M. Masse reported that his review of market rates for resale placed typical pricing in the \$20–\$25 per-cubic-yard range, which generally includes material, machinery, and labor for trucking and screening. Based on this information, P. Zeliff suggested a rate of \$15 per cubic yard; however, R. Crossen noted the associated trucking costs. After additional discussion, Masse agreed to return to the company with a counteroffer of \$10 per cubic yard.

No motion was taken on the item due to the decision to proceed with a counter offer rather than accept the original proposal. M. Masse stated that if they do not accept and come back with another counter offer, he would bring it to the meeting on Thursday.

4. Adjournment

As there was no further business, C. Yunker made a motion to adjourn at 8:39 a.m., seconded by C. Kemp and passed unanimously.



GCEDC STAMP Committee Meeting
Thursday, December 18, 2025
Location: 99 MedTech Drive, Innovation Zone
3:30 p.m.

MINUTES

ATTENDANCE

Committee Members: C. Yunker, C. Kemp, P. Zeliff, M. Clattenburg
Staff: M. Masse, L. Farrell, K. Galdun, C. Suozzi, J. Krencik
Guests: K. Fisher (Town of Alabama), R. Crossen (Town of Alabama), M. Fitzgerald (Phillips Lytle), P. Battaglia (GCEDC/GGLDC Board Member), K. Manne (GCEDC Board Member), M. Pettinella (Batavia Daily News), A. Bacon (STAMP Data Center Opposition), C. Zinni (Batavia Resident), K. Allen (STAMP Data Center Opposition), N. Keating (Suny Brockport), A. Kaus (Video News Service), Genesee County Sheriff

Absent:

1. Call to Order / Enter Public Session

P. Zeliff called the meeting to order at 3:30 p.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 3:31 p.m., for the following reasons:

1. 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.
2. The proposed acquisition, sale or lease of real property or the proposed acquisition of securities, or sale or exchange of securities held by such a public body, but only when publicity would substantially affect the value thereof.

The motion was seconded by C. Yunker and approved by all members present.

(All GCEDC/GGLDC Board Members, staff, and Town of Alabama representatives remained in the room during the executive session. The remaining guests present at that time left the meeting at 3:31 p.m.)

1b. Re-Enter Public Session

C. Yunker made a motion to enter back into public session at 3:46 p.m., seconded by C. Kemp and approved by all.

Guests began to enter / re-enter the meeting at 3:46 p.m.

2. Chairman's Report & Activities

26

4

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

3. Discussions / Official Recommendations to the Board:

3a. SEQR Lead Agency – Project Stream – Included in the meeting materials is the SEQR Lead Agency Resolution. The GCEDC must send letters indicating intent to maintain lead agency status regarding Project Stream to all interested and involved parties. This starts the 30-day time in which interested and involved agencies have an opportunity to respond. As lead agency the GCEDC is required to evaluate whether there are adverse environmental impacts that could occur previously evaluated in the STAMP environmental record.

Resolution No. 12-2025-01

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

M. Masse stated that an application was received from Stream for SEQR with a resolution before the Board with intent to declare us as lead agency.

M. Fitzgerald stated that this is the typical notice that is sent out to all other interested agencies with permitting jurisdiction over the project. He also stated that it is the first step in the environmental review process and does not commit the Board to any course of decision making and that it is the first procedural step to reviewing the application.

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

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

The item was approved as presented.

3b. Sale of Topsoil - STAMP has approximately 15,000 cubic yards of topsoil that are stockpiled on the site. Keeler would like to purchase up to 13,000 cubic yards of the topsoil at \$3.50 per cubic yard. This would remove almost all of the current stockpile of topsoil on the STAMP site.

The current market rate for the resale of topsoil appears to be in the \$20 to \$25 range. Please keep in mind this price includes the material, machine and labor to load, trucking to Barre stone to be screened, testing to meet DOT standards, amending the material as required, covering and storing.

In August of 2022 the STAMP Committee had reviewed an offer from Keeler for \$3.50 per cubic yard for 1,000 cubic yards of topsoil. The Committee recommended that no additional sales of topsoil should be made as there may be future needs for topsoil as construction continues to progress. Additionally, C. Yunker stated that for future reference he believes market rate is higher.

2b

5

The Committee approved the sale of 1,000 cubic yards. Keeler did not take the topsoil. There has been no need for the topsoil at the STAMP site since 2022 and the other construction projects have had a surplus of topsoil that they are storing on their site or was sent to the Town.

UPDATE: At the last STAMP Committee meeting this item was discussed and to go back to Keeler at a price of \$10 per cubic yard and allow them to screen the topsoil onsite.

Keeler asked if the Committee would be willing to meet in the middle at \$7 per CY and allow screening on site.

Fund Commitment: None.

Committee Action Request: Recommend to the full Board the approval of sale of up to 13,000 cubic yards of topsoil to Keeler (Barre Stone) for \$7.00 a cubic yard and allow them to screen the topsoil on site.

C. Yunker mentioned that this offer was double the original one given.

C. Yunker made a motion to recommend to the full Board the approval of the sale of up to 13,000 cubic yards of topsoil to Keeler (Barre Stone) for \$7.00 a cubic yard and allow them to screen the topsoil on site as presented; the motion was seconded by C. Kemp. Roll call resulted as follows:

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

The item was approved as presented.

4. Adjournment

As there was no further business, C. Yunker made a motion to adjourn at 3:48 p.m., seconded by C. Kemp and passed unanimously.

Agreement for the payment of project evaluation expenses

Discussion: Project Double Reed and the GCEDC are looking to enter into an agreement to cover the costs incurred by the GCEDC in regard to their project reviews.

Fund Commitment: None.

Committee Action Request: Recommend approval of the draft agreement for the payment of project evaluation expenses attached.

**AGREEMENT FOR THE PAYMENT OF
PROJECT EVALUATION EXPENSES**

This Agreement for the Payment of Project Evaluation Expenses ("**Agreement**"), dated January ___, 2026 ("**Effective Date**") by and between the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center, a New York public benefit corporation, having an office at 99 MedTech Drive, Batavia, New York 14020-3141 ("**GCEDC**") and Stream U.S. Data Centers, LLC, a Texas limited liability company, with an address of 2001 Ross Avenue, Suite 400, Dallas, Texas 75201 (the "**Applicant**").

WHEREAS, by letter dated December 12, 2025, Applicant applied to the GCEDC for approval of the sale of land and for certain financial incentives for the construction and operation of a data center and related facilities in the Western New York Science Technology and Advanced Manufacturing Park ("**STAMP**") (the "**Project**"); and

WHEREAS, the GCEDC has indicated its intent to be established as Lead Agency under the State Environmental Quality Review Act ("**SEQRA**") for the review of the Project's potential environmental impacts; and

WHEREAS, pursuant to that certain Hold Harmless Agreement and Acknowledgment thereof dated _____, 2026 ("**Hold Harmless**"), Applicant is obligated to pay costs including, without limitation any and all GCEDC's costs in reviewing the Project; and

WHEREAS, the Applicant and the GCEDC wish to enter into an agreement to reimburse the GCEDC for its out-of-pocket expenses in reviewing and considering Applicant's Project; and

WHEREAS, the GCEDC has retained as its SEQRA/land use counsel Phillips Lytle LLP, as its real estate counsel Harris Beach PLLC, as engineering and planning experts CPL, as its environmental experts CC Environment, and intends to obtain further third-party expertise (collectively, the "**Consultants**") to assist in the GCEDC's review of this Project, and

WHEREAS, as a result of the GCEDC's retainer of Consultants to assist it in the review and consideration of the Project, Consultants will be billing the GCEDC on a time and material basis for such services; and

WHEREAS, Applicant and GCEDC previously entered into a separate Hold Harmless Agreement ("**Prior Hold Harmless**") and Agreement for the Payment of Project Evaluation Expenses, executed by Applicant on November 25, 2024 ("**Prior Agreement**"), regarding the review of a prior iteration of the Project ("**Prior Project**") which Applicant is no longer pursuing; and

WHEREAS, the obligations of this Agreement do not supersede the Applicant's obligations and expenses incurred under the Prior Hold Harmless and Prior Agreement, which remain in full force and effect as to all expenses incurred thereunder for GCEDC's review of the Prior Project.

NOW, THEREFORE, in consideration of the mutual promises herein, the GCEDC and Applicant agree that the terms and conditions of this Agreement are the following:

1. Applicant shall reimburse the GCEDC, for its documented, invoiced out-of-pocket Consultants' fees incurred in connection with the review of the Project, including all expenses incurred in the review of the Project up to and through the Effective Date of this Agreement.
2. Applicant shall remit an amount equal to One Hundred Thousand Dollars (\$150,000.00) to the GCEDC within thirty (30) days of the execution of this Agreement. Upon receipt of funds from Applicant, the GCEDC shall hold the Applicant's funds in escrow and recorded into a general ledger account entitled "Project Double Reed Consultants" (the "Escrow"). The funds held in the Escrow are to be used solely to pay Consultants' fees incurred in the review of the Project.
3. If the balance of the Escrow falls below Fifteen Thousand Dollars (\$15,000.00), then GCEDC shall notify Applicant of the amount remaining in the Escrow and, subject to the reasonable approval of the Applicant, Applicant shall deposit an additional Fifty Thousand Dollars (\$50,000.00) with the GCEDC to be deposited into the Escrow. In the event Applicant fails to replenish the account within a reasonable amount of time after being notified, then the GCEDC may direct the Consultants to cease all work on the Project until such payment is received from Applicant.
4. The Consultants invoices will be submitted to the GCEDC President and Chief Executive Officer, which will review the invoices. Upon approval by the GCEDC President and Chief Executive Officer, the GCEDC is authorized and directed to disburse funds from the Escrow. Copies of all Consultant invoices shall be provided to Applicant, provided, however that invoices relating to legal services shall be redacted in the sole discretion of GCEDC.
5. Applicant acknowledges that any Consultant retained by the GCEDC to assist on the matter contemplated in this Agreement work for the GCEDC and do not have any obligation or fiduciary relationship to the Applicant.

6. Upon completion of all the GCEDC's responsibilities with respect to the review of the Project, any monies remaining in the Escrow, after payment of all outstanding costs, fees and expenses, shall be returned to the Applicant with thirty (30) business days of completion of the Project review.
7. Upon request by the Applicant, no more frequently than once every two (2) months, the GCEDC shall render an accounting of all monies received and expended in connection with the Escrow and an estimate of all costs, fees and expenses to be expended in the next two months.
8. Nothing herein shall be construed either to limit Applicant's obligations pursuant to the Hold Harmless or to limit GCEDC's rights thereunder.
9. This Agreement shall be governed by and construed under the laws of the State of New York applicable to contracts made and to be performed in such state and without reference to conflicts of law (other than Sections 5-1401 and 5-1402 of the New York General Obligations Law).
10. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Any facsimile or portable document format (.pdf) copies hereof or signature hereon will, for all purposes, be deemed originals.

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

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

Date _____

By: _____

Name: _____

Its: _____

Stream U.S. Data Centers, LLC

By: _____

Date _____

Name: _____

Its: _____

ACKNOWLEDGEMENT

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

On this _____, day of _____ in the year 2026, before me personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed in the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

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

On this _____ day of _____ in the year 2026, before me personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed in the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

Consulting contracts for project evaluation

Discussion: The GCEDC has received a SEQR application from Project Double Reed. The GCEDC has to engage with consultants to assist in reviewing and providing comments on that application.

Fund Commitment:

1. CC Environment and Planning \$4,600
2. CPL \$25,000
3. Philips Lytle \$120,400

These costs will be covered under the agreement for the payment of project evaluation expenses.

Committee Action Request: Recommend approval of the contracts for the consultants to perform the project evaluation to be reimbursed by the applicant.



December 17, 2025

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

**RE: STAMP PROJECT DOUBLE REED SEQR REVIEW
PROPOSAL FOR ENGINEERING SERVICES**

Dear Mark:

CPL is pleased to submit our proposal for engineering services related to the SEQR review for Project Double Reed submitted by STREAM Data Centers at the STAMP site located in the Town of Alabama.

Our proposal is based on the following:

- Our intimate knowledge of the STAMP project and our significant involvement in its development over the past twenty years.
- Our involvement with the STAMP Technical Team's recent planning and coordination efforts to address recent business and utility company activity at STAMP.

Based on our recent discussions and Technical Team meetings, we propose to provide the following Scope of Work:

1. Assist in completion of a complete SEQR review of the Long Environmental Assessment Form provided by STREAM Data Centers.
2. Review SEQR thresholds related to proposed traffic volumes.
3. Review conceptual onsite stormwater management practices.
4. Review conceptual water supply requirements.
5. Review conceptual sanitary sewer requirements.
6. Review conceptual site grading and related
7. Coordinate with C.C. Environment and Planning on impacts to delineated wetlands and streams.
8. Coordinate the development of a comment letter to STREAM Data Centers with the STAMP Technical Team.

3b

14



CPL will perform the Scope of Work on an hourly, not-to-exceed basis in the amount of **\$25,000**. Billing for services will be based on the hourly rate schedule as follows:

Role	Billing Rate
• Engineering Associate Principal I	\$ 240.00
• Senior Engineering Project Manager	\$ 225.00
• Senior Engineering Designer	\$ 135.00
• Senior Engineering Technician	\$ 120.00

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

We appreciate the opportunity to submit our proposal and welcome the opportunity to assist you with this project. Upon your review, should you have any questions, please contact me at (585)402-7506.

Very truly yours,

CPL

Andrew R. Kosa, P.E.
Principal

Enclosures

Authorization By: Mark A. Masse, President

Signature: _____
GCEDC/GGLDC

Date: _____



CC Environment & Planning

Katlyn Hojnacki
Senior Ecologist/Operations Manager

December 29, 2025

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

Re: STAMP Stream Data Center SEQR Review

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

Provide assistance with review of Stream Data Center's State Environmental Quality Review (SEQR) submissions. This includes review of their site plans, Environmental Assessment Forms, and supporting documentation. The Contractor will provide memos detailing concerns, insufficiencies, suggestions, and general comments on the materials.

Schedule and Fee

Project activities will commence immediately upon receipt of a signed contract and will continue through the duration of Stream's SEQR process. This contract is proposed as a time and materials with a not to exceed estimated budget of \$4,600. Invoices will be submitted monthly based on the 2026 rate sheet in Attachment A.

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

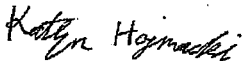
The proposed schedule and fee for this project are based on the following assumptions:

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

Date

PAYMENT ACCOUNT SETUP INFORMATION

Please complete the following Accounts Payables contact information for invoice submittals.

Contact Name/Title: _____

Contact Phone: _____

Email Address: _____

CC: _____

Additional Submittal Information: _____

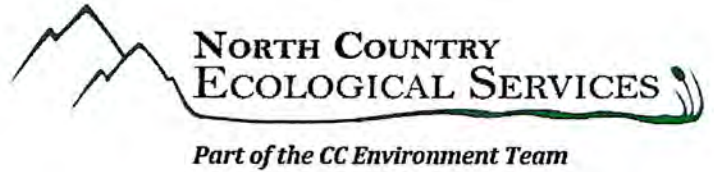
CC Environment & Planning

3b

17



CC ENVIRONMENT
& PLANNING



BILLING RATES CALENDAR YEAR 2026

Employee Type	Hourly Rate
Principal Ecologist/Planner	\$225.00
Senior Ecologist/Senior Planner	\$185.00
Ecologist II/Planner II	\$165.00
Ecologist I/Planner I	\$135.00
GIS Analyst	\$140.00
Field/Planning Technician	\$100.00
Project Administrator	\$95.00
Clerical	\$75.00
Travel/Materials/Contracted Services	Cost plus 20%

*Rates are fully burdened and inclusive of overhead and profit; reimbursables (travel, permits, equipment, subcontracts, etc.) billed as specified above.



Via E-Mail
Personal and Confidential

January 8, 2026

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

Re: Proposed Engagement Letter for STAMP Project - Project Double Reed

Dear Mark:

Thank you very much for the opportunity to continue to assist the Genesee County Economic Development Center (and its affiliates) with the STAMP Project. The purpose of this letter is to supplement our existing engagement letters with a new scope of work. This supplement describes generally work relating to SEQRA review in connection with the STAMP Project. The proposed scope of representation is set forth on the attached "Proposed Scope of Work". Upon receipt of your approval, we will bill you on a monthly basis for such work as fees and disbursements are incurred, consistent with our existing engagement.

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

Very truly yours,

Phillips Lytle LLP

By *Matthew J. Fitzgerald* /s/

Matthew J. Fitzgerald
MJF

ATTORNEYS AT LAW

MATTHEW J. FITZGERALD PARTNER DIRECT 716 847 8402 MFITZGERALD@PHILLIPSLYTLLE.COM

ONE CANALSIDE 125 MAIN STREET BUFFALO, NEW YORK 14203-2887 PHONE (716) 847-8400 FAX (716) 852-6100 | PHILLIPSLYTLLE.COM
NEW YORK: ALBANY, BUFFALO, CHAUTAUQUA, GARDEN CITY, NEW YORK, ROCHESTER | CHICAGO, IL | WASHINGTON, DC | CANADA: WATERLOO REGION

36

19



Mark A. Masse
Page 2

January 8, 2026

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

Genesee County Economic Development Center

By _____
Mark A. Masse, President and CEO

Date _____



**STAMP Project - 1/8/26 Phillips Lytle Engagement Letter
Proposed Scope of Work for Continued Review of Project Double Reed**

1. Continued Review of Project Double Reed (PL Matter 33082.00044): GCEDC and its affiliated entities are involved in processes of reviewing, evaluating, and responding to an application ("Application") from Stream U.S. Data Centers, LLC, ("Stream") to locate an approximately 2.2 million square foot data center at the STAMP Site ("Project Double Reed"). Additionally, the GCEDC is engaged in on-going consultation with the Tonawanda Seneca Nation and must fulfill various obligations pursuant to a settlement agreement with the Nation related to the Plug Power Project and a Programmatic Agreement and Letter of Resolution entered into by the GCEDC with several governmental agencies. Phillips Lytle anticipates there will be at least two (2) additional rounds of SEQRA document submissions from Stream which will require review and coordination with GCEDC's consultants. In addition, Phillips Lytle anticipates significant community involvement with Project Double Reed which will require substantial additional comment review and response. Phillips Lytle will represent and assist GCEDC relative to the forgoing matter on an as-needed basis, including: (1) reviewing Application documents and providing analysis on the same; (2) attending meetings with the Stream, interested and involved agencies, the public, and other parties; (3) drafting resolutions and other necessary documents as needed in connection with GCEDC's review of the Application; (4) attending public hearings on the Application as-needed; and (5) working with GCEDC's consultants in evaluating Project Double Reed.

Est. Additional Legal Fees: \$100,000.00 - \$120,000.00*

* All legal fees to be paid for by Stream. The foregoing scope of work does not include assistance with any formal challenges to or litigation relating to Project Double Reed. The foregoing estimated fees assumes that application materials submitted by Stream are substantially complete and do not require significant additional review and analysis.

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 \$1,000,000 included in the \$56 million.

Committee action request: Recommend approval to fund the CRA for an additional \$1,000,000.

Change order from O'Connell for substation construction

Discussion: The GCEDC has a contract with O'Connell Electric for construction of the substation at STAMP. They have submitted a change order to cover design changes related to National Grid's telecom requirements. This increase of \$159,370 will be taken out of the \$1,000,000 contingency line item in the original contract so there is no overall increase to the contract amount.

Fund Commitment: None as it is covered under the contingency line item of the original contract.

Committee Action request: Recommend approval of the change order.



O'Connell Electric Company, Inc.

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

January 8, 2026

Genesee County Economic Development Ctr
Mark A. Masse, CPA
Re: STAMP Substation NGRID Telecom Change Order #5 (Engineering Only)

Mark,

On 09/29/25, a coordination meeting was held between National Grid, O'Connell Electric, and Black & Veatch regarding the NGRID Telecom design package. This Telecom design scope is part of NYPA-NGRID STAMP Phase 2. During this meeting, National Grid requested that the Telecom design package be updated to reflect their recently revised Telecom Standard Drawings and to align with their recent Telecom go-by projects. This Telecom package was issued IFC on 10/31/2023. The request originated following a change in NGRID's Telecom Lead, who identified several elements within the existing IFC Telecom package that no longer align with their current Telecom standards.

NGRID drawings for NYPA-NGRID STAMP Phase 2 were issued for construction approximately 2 years ago, and implementing the above changes will require design revisions to multiple IFC drawings.

STAMP Edwards Bay Telecom scope only had the fiber additions for LN502, which results in fiber patch panel nomenclature changes. This change in scope for Edwards Bay is minimal and cost impacts will not be requested for Engineering.

There will be cost impacts to NYPA-NGRID Phase 2 for both engineering and construction. BV has assessed the Engineering impacts, which are summarized below:

- Engineering Hours Impact
 - o Engineering and drafting – 590 hours
 - o QA – 58 hours
 - o PE review and doc control – 72 hours
 - o Total – 720 hours
- Total Cost Impact
 - o \$138,159

Assumptions:

1. Scope includes two formal review cycles for the STAMP Telecom changes.
2. BV developed this price based on the NG Telecom design standards and reference projects available as of 09/29/2025.

We have not included materials or installation within this proposal. This will be submitted at a later date when the engineering has been completed and approved IFC drawings are provided to O'Connell.

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

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

Buffalo 9298 Ransom Road | Lancaster, NY 14086 | Phone 716.675.9010 | Fax 716.686.0586 **Syracuse** 301 Stoutenger Street | East Syracuse, NY 13057 | Phone 315.437.1453 | Fax 315.437.7431

www.oconnellelectric.com

3d

24

NG Telecom Change Order (Engineering Only)

Black and Veatch	\$ 138,159
OCE Management	\$ 6,723
OCE Markup	\$ 14,488
Total	\$ 159,370

Sincerely,

Tom Sweeney
Project Manager / Estimator
585.370.5459
Thomas.sweeney@oconnellelectric.com

3d

25