

**Genesee County Economic Development Center
Meeting Agenda**

Thursday, January 15th, 2026

Location: 99 MedTech Drive, Innovation Zone

PAGE #

	1.0	Call to Order	4:00pm
	1.1	Enter Executive Session	4:05pm
		Motion to enter executive session under the Public Officers Law, Article 7, Open Meetings Law Section 105 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. Discussions regarding proposed, pending or current litigation.	
		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.	
	1.2	Enter Public Session	
	2.0	Chairperson's Report & Activities	4:15pm
	2.1	Upcoming Meetings: Next Scheduled Board Meeting: Thursday, February 5th at 4 p.m. Audit & Finance Committee Meeting: Tuesday, February 3 rd at 8:30 a.m. STAMP Committee Meeting: Wednesday, February 4 th at 8:00 a.m. Governance & Nominating Committee Meeting: Thursday, February 5 th at 3:00 p.m. Updated Committee Appointments	
	2.2	Agenda Additions / Deletions / Other Business **Vote	
	2.3	Minutes: December 4, 2025 & December 18, 2025 **Vote	
	3.0	Report of Management –	4:15pm
	3.1	Public Outreach Update – J. Krencik	
	4.0	Audit & Finance Committee – K. Manne	4:20pm
	4.1	November 2025 Financial Statements **Vote	
	4.2	2026 County Funding Contract **Vote	
	4.3	New York State Economic Development Council Sponsorship – J. Krencik **Vote	
	4.4	ECIDA Shared Services Contract **Vote	
	4.5	Government Relations Services Contract – Ostroff **Vote	
	4.6	Land Sale – Apple Tree Acres **Vote	
	5.0	Governance & Nominating Committee – C. Yunker	4:30pm
	5.1	Nothing at this time.	
	6.0	STAMP Committee – P. Zeliff	4:30pm
	6.1	Agreement for Payment of Project Evaluation Expenses **Vote	
	6.2	Consulting Contracts for Project Evaluation **Vote	
	6.3	Cost Reimbursement – NYPA **Vote	
	6.4	Change Order from O'Connell for Substation Construction **Vote	
	7.0	Employment & Compensation Committee – M. Gray	4:40pm
	7.1	Nothing at this time.	
	8.0	Housing Committee – P. Battaglia	4:40pm
	8.1	Nothing at this time.	
	9.0	Other Business	4:40pm
	9.1	Nothing at this time.	
	10.0	Adjournment	4:40pm

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GCEDC Board Meeting
Thursday, December 4, 2025
Location: 99 MedTech Drive, Innovation Room
4:00 PM

GCEDC MINUTES

Attendance

Board Members: C. Kemp, P. Battaglia, C. Yunker, K. Manne, P. Zelif
Staff: M. Masse, K. Galdun, L. Farrell, C. Suozzi, J. Krencik, P. Kennett
Guests: M. Brooks (GGLDC Board Member), S. Noble-Moag (GGLDC Board Member), J. Tretter (GGLDC Board Member), E. Wells (e3communications), S. Eigenbrod (Workforce Development Consultant), R. Gaenzle (Harris Beach – Video Conference), T. Hathaway (Batavia Development Corporation), H. Owens (The Batavian)
Absent: M. Clattenburg, M. Gray

1.0 Call to Order

P. Zelif called the meeting to order at 4:01 p.m. in the Innovation Zone.

Presentation – Sheila Eigenbrod – S. Eigenbrod delivered a presentation highlighting several ongoing special projects, including the ACT WorkKeys initiative and the Work Ready Communities program. She explained that the ACT WorkKeys assessments measure applied math, literacy, and workplace document skills, and that students who complete them earn the National Career Readiness Certificate (NCRC), a nationally recognized credential that signals their skill levels to employers. This helps employers understand incoming workforce capabilities and identify appropriate upskilling or support needs. She noted that 105 businesses, schools, and industries are currently engaged in the initiative.

S. Eigenbrod also described a recent opportunity for her and C. Suozzi to present to the Leadership Genesee Class of 2025. She concluded by outlining several initiatives designed to engage educators and students in workforce development discussions. These included the career roadmap tool—used at student-focused events such as the Game Day radio show hosted at area high school football games—which illustrates local training options, major industries, and available resources. She also highlighted the ACT WorkKeys testing center established at GV BOCES, the resumption of educator tours post-COVID, and her collaboration with GV BOCES to develop a workforce portal where educators, counselors, and businesses can share job-shadowing, field-trip, internship, and co-op opportunities.

S. Eigenbrod left the meeting at 4:12 p.m.

Presentation – Earl Wells – E. Wells provided an overview of the public relations services he delivers, noting that his work includes media management, monitoring Rochester and Buffalo media for coverage relevant to the organization, and educating the public about the GCEDC’s mission, activities, and impact. He highlighted a strong emphasis on Workforce Development initiatives, which has contributed to increased media attention from regional outlets and has begun to influence similar efforts in other communities.

E. Wells expressed his intention to maintain and build upon this positive momentum in 2026.

E. Wells left the meeting at 4:16 p.m.

1.1 Enter Executive Session

P. Battaglia made a motion to enter executive session under the Public Officers Law, Article 7, Open Meetings Law Section 105, at 4:17 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. Discussions regarding proposed, pending, or current litigation.
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.

The motion was seconded by K. Manne and approved by all members present.

C. Suozzi, K. Galdun, L. Farrell, P. Kennett, M. Masse, J. Krencik left the meeting at 4:34 p.m.

1.2 Enter Public Session

C. Yunker made a motion to enter back into public session at 4:39 p.m., seconded by K. Manne and approved by all members present.

C. Suozzi, K. Galdun, L. Farrell, P. Kennett, M. Masse, J. Krencik joined the meeting at 4:39 p.m.

P. Battaglia left the meeting at 4:40 p.m.

2.0 Chairman's Report & Activities

2.1 Upcoming Meetings:

Next Scheduled Board Meeting: Thursday, December 18th at 4:00 p.m.

Employment & Compensation Meeting: Thursday, December 18th at 3 p.m.

Audit & Finance Committee Meeting: Tuesday, January 13th at 8:30 a.m.

STAMP Committee Meeting: Wednesday, January 14th at 8:00 a.m.

Employment and Compensation Meeting: Thursday, January 15th at 3:00 p.m.

Board Meeting: Thursday, January 15th at 4:00 p.m.

T. Hathaway and H. Owens joined the meeting at 4:41 p.m.

2.2 Agenda Additions / Deletions / Other Business – P. Zeff stated that we are awaiting information from additional carriers; therefore item 4.1 should be discussed at the December 18th meeting and removed from the agenda.

K. Manne made a motion to remove item 4.1 Insurance Renewal from the agenda as presented; the motion was seconded by C. Kemp. Roll call resulted as follows:

P. Battaglia - Absent (at time of vote) P. Zeff – Yes

K. Manne - Yes
M. Clattenburg – Absent
C. Kemp - Yes

C. Yunker - Yes
M. Gray - Absent

The item was approved as presented.

2.3 Minutes; October 30, 2025

C. Yunker made a motion to accept the October 30, 2025 minutes as presented; the motion was seconded by K. Manne. Roll call resulted as follows:

P. Battaglia - Absent (at time of vote)
K. Manne - Yes
M. Clattenburg – Absent
C. Kemp - Yes

P. Zeff – Yes
C. Yunker - Yes
M. Gray - Absent

The item was approved as presented.

3.0 Report of Management

3.1 Public Outreach Update – J. Krencik reported out on the following:

- 1) OXBO tour was given as part of the Business First Build Western New York issue coming out.
- 2) A letter to the editor was sent out to the local media titled: Masse: Environmental Review Process Continues STAMP's Public Participation and had good feedback.
- 3) Genesee County Success Story that highlighted the Rochester-Davis Fetch projects.

4.0 Audit & Finance Committee

Item 4.1 was removed from the agenda.

4.2 October 2025 Financial Statements – L. Farrell reviewed the significant items of the October 2025 financial statements.

- Restricted Cash decreased due to activity related to the Fast NY funds and the GURF approval, along with the associated disbursements.
- Unearned Revenue decreased in conjunction with these Fast NY and GURF-related transactions.
- Accounts Payable decreased by \$150,000 as interest earned on the imprest accounts was remitted to Empire State Development.
- Grant Revenue primarily reflects Fast NY Grant revenue recognized as eligible expenditures were incurred; all other activity was routine for the month.

The October 2025 financial statements were recommended for approval by the Committee.

K. Manne made a motion to approve the October 2025 Financial Statements as presented; the motion was seconded by C. Yunker. Roll call resulted as follows:

P. Battaglia -	Absent (at time of vote)	P. Zeff -	Yes
K. Manne -	Yes	C. Yunker -	Yes
M. Clattenburg -	Absent	M. Gray -	Absent
C. Kemp -	Yes		

The item was approved as presented.

4.3 e3Communications Agreement – e3communications, a professional media and public relations firm/consultant, has submitted a proposal for 2026 services related to public relations, sales and marketing content, and marketing services for the Genesee County Economic Development Center.

In 2025, e3communications supported GCEDC staff with GCEDC planning, sales and marketing, and government/stakeholder relations. e3communications also maintains GCEDC's targeted social media presence to audiences in project development and the greater public on LinkedIn and Facebook. The services provided to the GCEDC were previously split between two contracts 1.) for the GCEDC at \$2,000/month and 2.) for STAMP at \$2,000/month. The proposal for 2026 is a single contract at \$4,000/month.

Fund commitment: \$48,000 fund commitment. Funding is available and budgeted in the 2026 GCEDC Marketing-Operations budget for the full contract.

Committee action request: Recommend approval to the full Board of the contract for services for the Jan. 1, 2026 to Dec. 31, 2026 period at \$4,000 per month.

This was recommended for approval by the Committee.

K. Manne made a motion to approve the agreement with e3communications for the 2026 public relations services, not to exceed \$48,000; the motion was seconded by C. Yunker. Roll call resulted as follows:

P. Battaglia -	Absent (at time of vote)	P. Zeff -	Yes
K. Manne -	Yes	C. Yunker -	Yes
M. Clattenburg -	Absent	M. Gray -	Absent
C. Kemp -	Yes		

The item was approved as presented.

4.4 Workforce Consultant Contract – Included with the meeting materials was a consulting agreement for the period of January 1, 2026 through December 31, 2026. This agreement is between Sheila Eigenbrod and the GCEDC. Services provided by Sheila Eigenbrod include the following:

1. Perform consulting services to assist in the development and implementation of workforce development programs and training initiatives relative to the goals of the Company and its affiliates.
2. Consult with the VP of Business Development of the GCEDC and staff relative to the application, development and deployment of its workforce programs.
3. Consult with educational institutions who may serve as partners in the development, implementation and delivery of training programs. Specifically, interface with Genesee

Community College and its BEST Center, other institutions of higher learning, the Genesee Valley Educational Partnership/Business Education Alliance, and local secondary schools as appropriate and GLOW Works, Inc..

- 4. Provide consulting services as requested by the GCEDC / GGLDC.

This contract is not to exceed \$35,000 and was included in the 2026 GCEDC budget. There is a maximum of \$525 per day and partial days will be billed at an hourly rate of \$75 per hour. The County increased their funding amount beginning in 2022 by \$25,000 annually to support administration of a workforce development program. These funds will be used for this contract.

This was recommended for approval by the Committee.

K. Manne made a motion to approve the 2026 Workforce Consultant Contract not to exceed \$35,000 as presented; the motion was seconded by C. Kemp. Roll call resulted as follows:

P. Battaglia -	Absent (at time of vote)	P. Zeliff –	Yes
K. Manne -	Yes	C. Yunker -	Yes
M. Clattenburg –	Absent	M. Gray -	Absent
C. Kemp -	Yes		

The item was approved as presented.

4.5 BP2 Application – Included in the meeting materials was a completed application received from The Batavia Development Corp. (BDC) who would like to utilize \$75,000 of BP2 fund towards a mall renovation project. The BP2 Funds can be used as matching funds to secure other grant resources to further capital redevelopment projects within the BOA, in this case, the mall improvements. There is currently \$95,375 available in the account.

Fund Commitment: \$75,000.

Board Action Request: Approval of the BP2 funding to the BDC for the mall improvement project.

T. Hathaway reported that the total project cost is \$1.4 million, with the City contributing \$1.1 million and an additional \$250,000 provided through a placemaking grant. She outlined the project scope, noting that it includes renovation of the concourse—specifically replacement of ceiling tiles removed during prior roof repair work due to water damage—along with wall repairs, lighting upgrades, and improvements to the public restrooms. This was recommended for approval by the Committee.

K. Manne made a motion to approve the BP2 Application in the amount of \$75,000 to the BDC as presented; the motion was seconded by C. Kemp. Roll call resulted as follows:

P. Battaglia -	Absent (at time of vote)	P. Zeliff –	Yes
K. Manne -	Yes	C. Yunker -	Yes
M. Clattenburg –	Absent	M. Gray -	Absent
C. Kemp -	Yes		

The item was approved as presented.

5.0 Governance & Nominating Committee – C. Yunker

5.1 Nothing at this time.

6.0 STAMP Committee – P. Zelif

6.1 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.

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.

This item was reviewed by the Committee and is being tabled until further information is available.

7.0 Employment & Compensation – M. Gray

7.1 Executive Staff – Merit / COLA – This item was discussed in executive session with the Employment and Compensation committee members.

P. Battaglia made a motion to approve an Executive Staff Merit /COLA Adjustments as presented; the motion was seconded by C. Yunker. Roll call resulted as follows: discussed in executive session;

P. Battaglia -	Absent (at time of vote)	P. Zelif –	Yes
K. Manne -	Yes	C. Yunker -	Yes
M. Clattenburg –	Absent	M. Gray -	Absent
C. Kemp -	Yes		

The item was approved as presented.

8.0 Housing Committee – P. Battaglia

8.1 Nothing at this time

9.0 Other Business

9.1 Nothing at this time.

10.0 Adjournment

As there was no further business, C. Yunker made a motion to adjourn at 4:50 p.m., which was seconded by K. Manne and passed unanimously.



GCEDC Board Meeting
Thursday, December 18, 2025
Location: 99 MedTech Drive, Innovation Room
4:00 PM

GCEDC MINUTES

Attendance

Board Members: C. Kemp, P. Battaglia, C. Yunker, K. Manne, P. Zelif, M. Clattenburg, M. Gray
Staff: M. Masse, K. Galdun, L. Farrell, C. Suozzi, J. Krencik
Guests: S. Noble-Moag (GGLDC Board Member), D. Cunningham (GGLDC Board Member), G. Torrey (GGLDC Board Member), M. Brooks (GGLDC Board Member), J. Tretter (GGLDC Board Member), R. Gaenzle (Harris Beach – Video Conference), R. Crossen (Town of Alabama), K. Fisher (Town of Alabama), M. Fitzgerald (Phillips Lytle), J. Teresi (Tompkins Insurance), M. Pettinella (Daily News), M. Gutman (Daily News), A. Bacon (STAMP Data Center Opposition), C. Zinni (Batavia Resident), K. Allen (STAMP Data Center Opposition), R. Calhoun (did not specify), N. Keating (Suny Brockport), R. Black (Allies of the Tonawanda Seneca Nation), S. Howard (Allies of the Tonawanda Seneca Nation), H. Owens (The Batavian), A. Kaus (Video News Service), Genesee County Sheriff

Absent:

1.0 Call to Order

P. Zelif called the meeting to order at 4:01 p.m. in the Innovation Zone.

Presentation - J. Teresi (Tompkins Insurance) – J. Teresi started off by stating he was pleasantly surprised how the figures for the insurance renewal had come back consistent with last year's. One area that continues to be uncertain in the market is the umbrella policies and excess umbrella policies, but those had stayed consistent as well. He pointed out that the overall figure is within \$800 of last year's and that they did go back to Selective to ensure the figures were up to date. He commented that, unfortunately, the market place continues to be consistent with other years in that there is minimal competition within this particular area.

J. Teresi left the meeting at 4:03 p.m.

M. Brooks joined the meeting at 4:03 p.m.

2.0 Chairman's Report & Activities

2.1 Upcoming Meetings:

- Next Scheduled Board Meeting: Thursday, January 15th at 4:00 p.m.**
- Employment & Compensation Meeting: Thursday, January 15th at 3 p.m.
- Audit & Finance Committee Meeting: Tuesday, January 13th at 8:30 a.m.
- STAMP Committee Meeting: Wednesday, January 14th at 8:00 a.m.
- Employment and Compensation Meeting: Thursday, January 15th at 3:00 p.m.

Board Meeting: Thursday, January 15th at 4:00 p.m.

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

3.0 Report of Management

3.1 Nothing at this time.

4.0 Audit & Finance Committee

4.1 Insurance Renewal – At the last meeting, we reviewed renewal quotes provided by Selective for the Package Renewal and Worker's Compensation. Those have not changed. A renewal cost comparison was included in the meeting materials for reference.

Tompkins was previously still waiting responses from two additional insurance companies. They have now received responses from all of them. Below are the results:

Acadia	has declined
Chubb	has declined
Cincinnati	has declined
Philadelphia	has declined
Travelers	has declined

Umbrella quotes were received and were included in the renewal comparison. Detailed proposals for umbrella coverage were also included for review.

WH Greene is an intermediary that Tompkins utilizes for umbrellas. They act as a program manager.

The primary umbrella policy is maintained with Merchants Mutual Insurance Company.

The excess \$5,000,000 policy is maintained with Pennsylvania Manufacturing Indemnity Company.

Both insurance companies are admitted and licensed in NY State. These are also the same insurance companies that we are with for the current year.

Due to capacity issues, the total \$10,000,000 must be split as no one carrier wants to accept the full responsibility on their own. Also, WH Greene have several companies they work with, and these two companies are still the most competitive options available.

Fund Commitment:

- \$79,170 was budgeted for General Liability / Property Insurance across all entities. Selective's quote is \$72,880.48.
- \$4,000 was budgeted for Worker's Compensation and the renewal cost is \$3,118.

- Umbrella coverage was budgeted at \$49,000 (\$24,500 per entity). This is split 50/50 between GCEDC and GGLDC. Total quoted is \$48,511 (\$24,255.50 per entity).

K. Manne made a motion to approve the 2026 Insurance renewal as presented; the motion was seconded by P. Battaglia. Roll call resulted as follows:

P. Battaglia -	Yes	P. Zelif -	Yes
K. Manne -	Yes	C. Yunker -	Yes
M. Clattenburg -	Yes	M. Gray -	Yes
C. Kemp -	Yes		

The item was approved as presented.

4.2 Costar Contract Amount Correction – C. Suozzi reported that the original contract amount of \$5,100, which had been previously approved by the Board, will be exceeded. The final amount came to \$5,160, resulting in an additional \$60. As this amount exceeded the originally approved sum, Board approval is required for the adjustment.

K. Manne made a motion to approve the Costar Contract Amount Correction of \$5,160 which is an increase of \$60 from the prior approval of \$5,100 on 10/2/25; the motion was seconded by M. Gray. Roll call resulted as follows:

P. Battaglia -	Yes	P. Zelif -	Yes
K. Manne -	Yes	C. Yunker -	Yes
M. Clattenburg -	Yes	M. Gray -	Yes
C. Kemp -	Yes		

The item was approved as presented.

5.0 Governance & Nominating Committee – C. Yunker

5.1 Nothing at this time.

J. Tretter joined the meeting at 4:04 p.m.

6.0 STAMP Committee – P. Zelif

6.1 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 the resolution before the Board was for the GCEDC to seek its intent to declare lead agency as part of the application process. Notices will be sent out to all other involved agencies in which they have 30 days to respond.

M. Fitzgerald pointed out that this is the first step in the SEQR process for any application at the STAMP site and that it doesn't commit the Board to any course of action.

This item was reviewed by the Committee and is recommended for approval.

C. Yunker made the statement that this is his second term serving on this Board and that he's always found the Board open minded, rational, and always willing to discuss pros and cons of an issue. Inputs have been received including allegations that the Board members on this issue are lining their own pockets. He finds this accusation to be ill informed, untrue, as well as insulting. The Board operates under what is in the best interest of the community. He also stated that he is proud of the way the Board makes decisions and is insulted by these allegations and emails that they are receiving.

P. Zelif made a motion to approve the SEQR Lead Agency resolution No. 12-2025-01 as presented; the motion was seconded by C. Yunker. Roll call resulted as follows:

P. Battaglia -	Yes	P. Zelif -	Yes
K. Manne -	Yes	C. Yunker -	Yes
M. Clattenburg -	Yes	M. Gray -	Yes
C. Kemp -	Yes		

The item was approved as presented.

6.2 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.

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 direction was given 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.

Board Action Request: 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.

This was recommended for approval by the Committee.

P. Zeff made a motion to approve 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. Yunker. Roll call resulted as follows:

P. Battaglia -	Yes	P. Zeff -	Yes
K. Manne -	Yes	C. Yunker -	Yes
M. Clattenburg -	Yes	M. Gray -	Yes
C. Kemp -	Yes		

The item was approved as presented.

7.0 Employment & Compensation – M. Gray

7.1 Nothing at this time.

8.0 Housing Committee – P. Battaglia

8.1 Nothing at this time

9.0 Other Business

9.1 Nothing at this time.

10.0 Adjournment

As there was no further business, C. Yunker made a motion to adjourn at 4:07 p.m., which was seconded by M. Clattenburg and passed unanimously.

Public Outreach Update

Site Promotion: In December, we collaborated on an expansion of our site promotion activities with Jim Pappas, the commercial realtor for the recently completed 20,000 SQFT logistics facility expansion at Apple Tree Acres.

The resulting video highlights the assets available at Apple Tree Acres and the opportunity available at this GCEDC-supported project.



Annual Report: The GCEDC Annual Report is substantially completed, pending internal edits.

The 2025 results include 12 projects closed, 800+ new and retained jobs, \$420.8 million of new investment, and \$159.3 million of future salaries and community revenue.



Stakeholder Luncheon: The 2026 Stakeholder Luncheon will be held April 24, 2026 at Batavia Downs.

Ticketing and registration information will be shared in the coming weeks.



**Genesee County Economic Development Center
Dashboard - November 2025
Balance Sheet - Accrual Basis**

DRAFT

	<u>11/30/25</u>	<u>10/31/25</u>	[Per Audit] <u>12/31/24</u>
ASSETS:			
Cash - Unrestricted (1)	\$ 11,739,951	\$ 11,760,733	\$ 11,476,689
Cash - Restricted (A) (2)	19,928,018	23,767,229	44,694,211
Cash - Reserved (B) (3)	7,227,450	7,583,005	5,317,168
Cash - Subtotal	38,895,419	43,110,967	61,488,068
Grants Receivable (4)	566,323	562,487	169,266
Accounts Receivable - Current (5)	844,626	682,309	387,753
Interest Receivable	22,848	88,912	70,521
Deposits (6)	192,074	148,593	218,152
Prepaid Expense(s) (7)	58,845	33,917	38,286
Loans Receivable - Current	55,831	59,787	62,739
Total Current Assets	40,635,966	44,686,972	62,434,785
Land Held for Dev. & Resale (8)	51,716,216	47,959,658	28,685,435
Furniture, Fixtures & Equipment	71,257	71,257	71,257
Total Property, Plant & Equip.	51,787,473	48,030,915	28,756,692
Less Accumulated Depreciation	(71,094)	(71,039)	(70,493)
Net Property, Plant & Equip.	51,716,379	47,959,876	28,686,199
Accounts Receivable- Noncurrent (9)	3,775,000	3,775,000	4,150,000
Loans Receivable- Noncurrent (Net of \$47,429 Allow. for Bad Debt)	58,629	63,030	113,896
Right to Use Assets, Net of Accumulated Amortization	5,605	5,605	5,605
Other Assets	3,839,234	3,843,635	4,269,501
TOTAL ASSETS	96,191,579	96,490,483	95,390,485
DEFERRED OUTFLOWS OF RESOURCES			
Deferred Pension Outflows (15)	374,100	374,100	374,100
Deferred Outflows of Resources	374,100	374,100	374,100
LIABILITIES:			
Accounts Payable (10)	77,599	42,910	3,710,216
Loan Payable - Genesee County - Current (11)	335,000	335,000	325,000
Accrued Expenses	158	85,770	32,116
Lease Payable	5,604	5,604	5,604
Customer Deposits (12)	60,600	28,410	68,387
Unearned Revenue (13)	18,617,547	22,607,712	40,179,526
Total Current Liabilities	19,096,508	23,105,406	44,320,849
Loans Payable - ESD (14)	5,196,487	5,196,487	5,196,487
Loan Payable - Genesee County - Noncurrent (11)	1,850,000	1,850,000	2,185,000
Net Pension Liability (15)	356,081	356,081	356,081
Total Noncurrent Liabilities	7,402,568	7,402,568	7,737,568
TOTAL LIABILITIES	26,499,076	30,507,974	52,058,417
DEFERRED INFLOWS OF RESOURCES			
Deferred Pension Inflows (15)	194,200	194,200	194,200
Deferred Inflows of Resources	194,200	194,200	194,200
NET ASSETS	\$ 69,872,403	\$ 66,162,409	\$ 43,511,968

Significant Events:

1. Unrestricted Cash YTD - Includes significant project origination fees received in April (Excelsior Energy).
2. Restricted Cash YTD - Includes cash deposited by ESD into imprest accounts related to the \$8M, \$33M and \$56M STAMP grants. Expenditures out of these accounts are pre-authorized by ESD.
3. Reserved Cash YTD - Funds have been internally reserved as matching funds related to the FAST NY grant supporting STAMP development.
4. Grants Receivable - National Grid grants support marketing and development activities for STAMP and the LeRoy Food & Tech Park; In 2024 EDC funds were used to remit timely payments for STAMP related expenses and were reimbursed by ESD \$8M and the ESD \$33M grant funds in 2025.
5. Accounts Receivable - Current - Economic Development Funding \$50K, MTC Management \$14.6K, Project Origination Fee installments due within 12 months of the balance sheet date (Hecate Solar \$550K (\$275K 2025 payment is past due), GE Bergen \$100K & HP Hood \$129.8K, misc.
6. Deposits - Includes deposit paid to NY Power Authority, which will be reduced as expenses are recognized.
7. Prepaid Expense(s) - NYS retirement, health, workers compensation, cyber, D&O, life, umbrella, NYS disability, general liability insurance, misc.
8. Land Held for Dev. & Resale - Additions are related to STAMP development costs.
9. Accounts Receivable - Noncurrent - Termed out project origination fees from GE Bergen and Hecate Solar that will not be collected within 12 months from the Balance Sheet date.
10. Accounts Payable - Interest earned on grant funds that will be remitted to ESD, dental insurance and e3communications.
11. Loan Payable - Genesee County (Current & Noncurrent) - Per a Water Supply Agreement with Genesee County, the County remitted \$4M to the GCEDC to put towards water improvements located in the Town of Alabama and the Town of Pembroke and other Phase II improvements as identified by the County. GCEDC started making annual payments to the County of \$448,500 beginning in January 2020.
12. Customer Deposits - Funds received from projects that are subject to the Local Labor Policy and responsible for covering expenses related to the required reporting; Funds received from data center projects to cover expenses related to review of their applications.
13. Unearned Revenue - Genesee County contributions and interest received in advance; Funds received from municipalities to support park development; Funds received to support workforce development; ESD Grant funds to support STAMP development, not actually earned until eligible expenditures are incurred.
14. Loans Payable - ESD - Loans from ESD to support STAMP land acquisition and related soft costs.
15. Deferred Pension Outflows / Deferred Pension Inflows / Net Pension Liability - Accounts related to implementation of GASB 68.

**Genesee County Economic Development Center
Dashboard - November 2025
Profit & Loss - Accrual Basis**

DRAFT
2025 2025

	YTD				Board Appr. Budget	YTD % of Budget
	11/30/25	11/30/24	2025	2024		
Operating Revenues:						
Genesee County	\$ 19,459	\$ 19,459	\$ 214,050	\$ 214,050	\$ 233,513	92%
Genesee County - WFD	2,083	2,083	22,914	22,914	25,000	92%
Fees - Projects (1)	265,790	2,084,900	5,125,475	10,381,183	493,000	1040%
Fees - Services	7,309	7,347	80,400	80,818	87,713	92%
Interest Income on Loans	143	197	1,822	1,728	1,036	176%
Rent	4,129	1,500	33,183	14,729	22,123	150%
Common Area Fees - Parks	-	-	2,814	803	824	342%
Grants (2)	3,994,053	1,000	22,759,525	1,645,861	51,578,018	44%
GGLDC Grant - Econ. Dev. Program Support	25,000	25,000	275,000	275,000	300,000	92%
GCFC Grant - Econ. Dev. Program Support	-	-	-	-	-	N/A
Land Sale Proceeds	-	-	-	1,390,000	-	N/A
BP ² Revenue	20,614	16,217	35,829	27,648	31,177	115%
Other Revenue (3)	-	1,293	220,518	10,934	62,662	352%
Total Operating Revenues	4,338,580	2,158,996	28,771,530	14,065,668	52,835,066	54%
Operating Expenses						
General & Admin	116,409	98,834	1,378,766	1,949,724	1,681,035	82%
Professional Services (4)	-	7,998	242,595	99,233	219,362	111%
Site Maintenance/Repairs	1,888	13,377	21,236	41,467	45,500	47%
Property Taxes/Special District Fees	-	-	3,873	4,130	4,470	87%
BP ² Expense	-	-	-	-	-	N/A
PIF Expense	-	-	227,936	177,366	199,465	114%
Grant Expense - Batavia Home Fund	-	7,400	10,000	10,150	-	N/A
CBA Pass Through	-	-	-	-	-	N/A
Site Development Expense (5)	565,684	(557)	1,200,350	163,280	29,952,978	4.0%
Cost of Land Sales	-	-	-	490,964	-	N/A
Lease Expense	-	-	-	-	-	-
Real Estate Development (6)	3,756,558	1,290	23,030,780	981,338	25,947,522	89%
Balance Sheet Absorption	(3,756,558)	(1,290)	(23,030,780)	(981,338)	-	N/A
Total Operating Expenses	683,981	127,052	3,084,756	2,936,314	58,050,332	5%
Operating Revenue (Expense)	3,654,599	2,031,944	25,686,774	11,129,354	(5,215,266)	
Non-Operating Revenue						
Other Interest Income	55,395	76,186	673,661	535,443	173,000	389%
Total Non-Operating Revenue	55,395	76,186	673,661	535,443	173,000	389%
Change in Net Assets	3,709,994	2,108,130	26,360,435	11,664,797	\$ (5,042,266)	
Net Assets - Beginning	66,162,409	37,664,104	43,511,968	28,107,437		
Net Assets - Ending	\$ 69,872,403	\$ 39,772,234	\$ 69,872,403	\$ 39,772,234		

Significant Events:

- Fees Projects - Smart Design, HP Hood; YTD Project origination fees include 8250 Park Road (Hotel), AppleTree Acres, LLC & Ivy Village, Graham, Leatherleaf Solar, Excelsior Energy, Rochester Davis-Fetch, 202 Oak Street, FFP NY LeRoy Project 1 & 2.
- Grants - PIF from RJ Properties (Liberty Pumps) supports Apple Tree Acres Infrastructure improvements; PIF from Yancey's Fancy supports Infrastructure Fund Agreement with the Town of Pembroke; Community Benefit Agreement payment dedicated to STAMP by sourcing debt service payments to the County; National Grid grant supports marketing and development activities for STAMP; ESD \$33M, \$8M and FAST NY Grants support STAMP engineering, environmental, legal, infrastructure, etc.
- Other Revenue YTD - Local labor reporting and data center review deposits covered by participating projects, misc.
- Professional Services - Legal and consulting services for the data center review, local labor requirements, government relations, audits, and other related matters.
- Site Development Expense - Installation of, or improvements to, infrastructure that is not owned by the GCEDC, or will be dedicated to a municipality in the foreseeable future, is recorded as site development expense when costs are incurred.
- Real Estate Development Costs YTD - STAMP development costs.

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Genesee County Economic Development Center
November 2025 Dashboard
Statement of Cash Flows

DRAFT

	11/30/25	YTD
CASH FLOWS USED BY OPERATING ACTIVITIES:		
Genesee County	\$ 21,542	\$ 258,506
Fees - Projects	135,895	5,079,580
Fees - Services	-	65,784
Interest Income on Loans	195	1,864
Rent	4,129	45,117
Common Area Fees - Parks	-	2,814
Grants	-	700,892
BP ² Revenue	20,614	35,829
GGLDC Grant - Economic Development Program Support	-	225,000
Other Revenue	-	220,518
Repayment of Loans	8,357	62,175
Customer Deposit	32,190	80,994
General & Admin Expense	(222,631)	(1,429,494)
Professional Services	-	(408,074)
Site Maintenance/Repairs	(1,888)	(31,657)
Site Development	(565,684)	(1,368,693)
Property Taxes/Special District Fees	-	(3,873)
Grant Expense	-	(10,000)
PIF Expense	-	(227,936)
Deposit Paid	(43,481)	(543,481)
Improv/Additions/Adj to Land Held for Development & Resale	(3,756,558)	(25,654,183)
Net Cash Used By Operating Activities	(4,367,320)	(22,898,318)
CASH FLOWS USED BY NONCAPITAL FINANCING ACTIVITIES:		
Principal Payments on Loan	-	(325,000)
Net Cash Used By Noncapital Financing Activities	-	(325,000)
CASH FLOWS PROVIDED BY INVESTING ACTIVITIES:		
Interest Income (Net of Remittance to ESD)	151,772	630,669
Net Change in Cash	(4,215,548)	(22,592,649)
Cash - Beginning of Period	43,110,967	61,488,068
Cash - End of Period	\$ 38,895,419	\$ 38,895,419
RECONCILIATION OF NET OPERATING REVENUE TO NET CASH USED BY OPERATING ACTIVITIES:		
Operating Revenue	\$ 3,654,599	\$ 25,686,774
Depreciation Expense	55	601
Increase in Operating Accounts/Grants Receivable	(166,153)	(478,930)
(Increase) Decrease in Deposits	(43,481)	26,078
Increase in Prepaid Expenses	(24,928)	(20,559)
Decrease in Loans Receivable	8,357	62,175
Increase in Land Held for Development & Resale	(3,756,558)	(23,030,781)
Increase (Decrease) in Operating Accounts Payable	4,376	(3,541,952)
Decrease in Accrued Expenses	(85,612)	(31,958)
Decrease in Unearned Revenue	(3,990,165)	(21,561,979)
Increase (Decrease) in Customer Deposits	32,190	(7,787)
Total Adjustments	(8,021,919)	(48,585,092)
Net Cash Used By Operating Activities	\$ (4,367,320)	\$ (22,898,318)

**AGREEMENT BETWEEN
GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER
AND
COUNTY OF GENESEE
FOR 2026**

THIS AGREEMENT made effective the _____ day of _____, 20____
by and between the **COUNTY OF GENESEE**, a municipal corporation organized and existing un-
der and by virtue of the laws of the State of New York and having its principal office at 15 Main
Street, Batavia, New York, 14020, (hereinafter "County"), and the **GENESEE COUNTY
ECONOMIC DEVELOPMENT CENTER**, organized pursuant to Section 895-3 of the General
Municipal law, with its principal office located at 99 MedTech Drive, Suite 106, Batavia, New York,
14020 (hereinafter "GCEDC").

WHEREAS, it is in the best interest of the County that the many advantages of Genesee
County be promoted to those who may be interested in establishing, maintaining or expanding busi-
ness and industry in the County of Genesee, in order to create new employment opportunities and to
maintain a healthy economy and,

WHEREAS, equally as important is the ability to retain within the County the employment
already located there and,

WHEREAS, the GCEDC is organized for the purpose of promoting and encouraging eco-
nomic development within the County and,

WHEREAS, the Genesee County Legislature and the Genesee County Economic Develop-
ment Center are desirous of consummating a partnership agreement for continuing an energetic and
continuing program of promoting industrial and economic development and enhancing the economic
climate of Genesee County and,

WHEREAS, the purpose of this Agreement is to carry out in a legal and proper manner the provisions of Section 852 of the General Municipal Law of the State of New York, which Section does authorize the County to appropriate funds for the purpose of encouraging industrial development within the County.

NOW, THEREFORE, in consideration of the agreements and promises herein contained the parties hereto do hereby agree as follows:

1. The GCEDC agrees that it will continue to employ a professional staff which will maintain a continuing program of identifying, locating and contacting business and industrial prospects who may be interested in establishing or expanding their business, manufacturing and/or industrial facilities within the County of Genesee and in connection therewith the GCEDC agrees that it will maintain up-to-date factual data on all aspects of the County of Genesee for use in promoting the advantages of the County.
2. The GCEDC will, through its professional staff, conduct an ongoing local business and industry expansion and retention program. As part of this program, the GCEDC will maintain close and frequent contact and communication with local businesses including industrial firms.
3. The GCEDC will assist prospective business and industrial employers in packaging financial assistance from a variety of public and private sources as appropriate for the construction of new or expanded facilities which will result in additional employment opportunities for residents of Genesee County.
4. The GCEDC will keep the County informed of its operations through the County Legislature's representative member of the GCEDC, by means of joint meetings which either party might request and through the submission of its proposed annual budget and annual report as set forth more particularly in Paragraph 7 herein.
5. The GCEDC will, through its professional staff, coordinate with the Director of the Genesee County Planning Department in implementing this program of economic development, particularly as it relates to a Land Use Plan which has been developed for Genesee County.
6. In full payment for the services to be performed by GCEDC as set forth herein, the County hereby agrees to pay and GCEDC hereby agrees to accept from the County, the sum of Two Hundred Thirty-Three Thousand Five Hundred and Thirteen Dollars (\$233,513.00), plus an additional sum of Twenty-five Thousand dollars (\$25,000.00) to be used only for Administration of a workforce development program, which are currently the amounts designated to be paid to GCEDC in the County's 2026 budget.

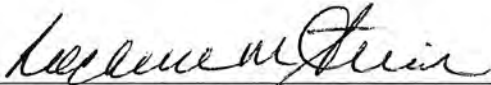
7. Said payments will be made to the GCEDC upon submission of vouchers by the GCEDC in the form required by the County monthly in equal amounts.
8. Notwithstanding the total amount due to GCEDC as set forth above that was budgeted by the County, the County shall have the right in its sole discretion, upon twenty-one days (21) prior written notice to GCEDC, to be delivered by first class postal mail and/or electronic mail, to prospectively increase or decrease any or all of the monthly payments due and owing; provided however, that no such financial revisions shall be effective retroactively for any amounts already paid by the County to GCEDC.
9. It is intended by both GCEDC and the County that the GCEDC's status shall be that of an independent contractor, and that nothing in this Agreement shall be construed to create an employer/employee relationship between GCEDC and the County.
10. GCEDC, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the County by reason hereof, and that GCEDC will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to any officer or employee of the County including, but not limited to worker's compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit; and GCEDC will be completely legally responsible for all of its employees.
11. If the Internal Revenue Service or any other governmental agency questions or challenges the GCEDC's independent contractor status, then it is agreed that both the County and GCEDC shall have the right to participate in any conference, discussion, or negotiation with the governmental agency, irrespective of with whom, or by whom, such discussion or negotiations are initiated.
12. GCEDC shall perform all of its duties and services as set forth in this Agreement in compliance with all applicable federal, state and local laws, rules and regulations.
13. GCEDC hereby agrees to indemnify, defend and hold harmless the County from and against all claims, losses, costs and damages (hereinafter collectively "Claims") arising out of any activities of GCEDC pursuant to the terms and conditions of this Agreement, including the cost of settling and defending any actions brought against the County. Each party shall provide the other party with timely notice of any Claims received and shall fully cooperate with each other to defend the same.
14. This Agreement and any transactions between the parties hereunder shall be governed by, construed and interpreted in accordance with the laws of the State of New York.

15. There are no other agreements or understandings, either oral or written, between the parties affecting this Agreement. No changes, additions or deletions of any portions of this Agreement shall be valid or binding upon the parties hereto, unless approved in writing by the parties.
16. The term of this Agreement shall commence on January 1, 2026 and will end on December 31, 2026.
17. The GCEDC agrees to submit to the County its Proposed Annual Budget for the year 2027 not later than September 1, 2026.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly authorized officers and their corporate seals to be affixed as of the day and year first above written.

COUNTY OF GENESEE

GENESEE COUNTY
ECONOMIC DEVELOPMENT CENTER



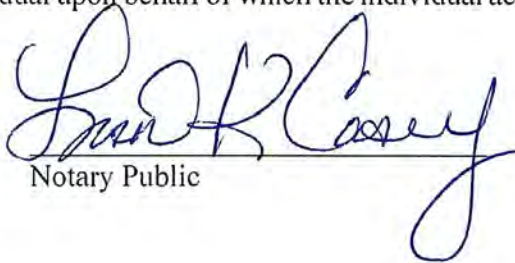
By: Rochelle M. Stein, Chair
Genesee County Legislature

By: _____, Chairman
Genesee County Economic Development Center

STATE OF NEW YORK)
COUNTY OF GENESEE) SS:

On this 15 day of December, in the year 2025, before me the undersigned, personally appeared Rochelle M. Stein _____, Genesee County Legislature Chair, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the entity or individual upon behalf of which the individual acted, executed the instrument.

LISA K. CASEY
Notary Public, State of New York
No. 01CA6272329
Qualified in Genesee County
Commission Expires 11/19/2028


Notary Public

STATE OF NEW YORK)
COUNTY OF GENESEE) SS:

On this _____ day of _____, in the year 20____, before me the undersigned, personally appeared _____, Genesee County Economic Development Center Chairman, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the entity or individual upon behalf of which the individual acted, executed the instrument.

Notary Public

RESOLUTION NO. 570

**CONTRACT RENEWAL-GENESEE COUNTY
ECONOMIC DEVELOPMENT CENTER (GCEDC)-
APPROVAL OF**

Legislator Clattenburg offered the following resolution:

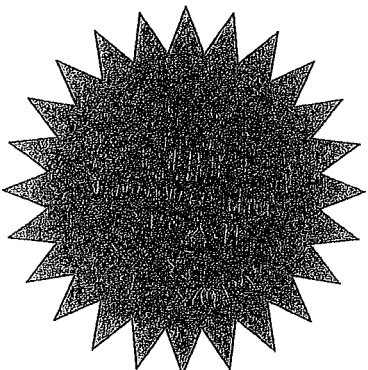
WHEREAS, the Committee on Ways and Means has reviewed the proposed contract for 2026 between the County of Genesee and the Genesee County Economic Development Center (GCEDC) and does recommend approval at this time. Now, therefore, be it

RESOLVED, that the Chair of the Genesee County Legislature be and hereby is authorized and directed to execute a contract with the Genesee County Economic Development Center (GCEDC) having an office at 99 MedTech Drive, Batavia, New York for a period beginning January 1, 2026 through December 31, 2026 and be it further

RESOLVED, that the sum of \$233,513 shall be paid in regular installments, pursuant to the Agreement, upon submission by the Agency of vouchers in proper form. An additional \$25,000 for workforce training program administration will be paid upon submission by the Agency of vouchers in proper form.

Budget Impact:	2022 to 2026 = \$233,513 + \$25,000 workforce training program administration
	2019 to 2021 = \$233,513
	2018 = \$193,513
	2017=\$193,513 -- 10% reduction in funding or \$21,501 less
	2016=\$215,014
	2015=\$215,014
	2014= \$215,014
	2013= \$215,014
	2012 = \$215,014; 5% reduction in funding or \$11,317 less
	2011 = \$226,330; 15% reduction in funding or \$29,942 less
	2010 = \$266,271; 5% reduction in funding or \$14,014 less
	2009 to 2006 funding = \$280,285
	2005 to 2003 = \$275,285

Legislator Maha seconded the resolution which was adopted by 200 votes.



State of New York
County of Genesee
I hereby certify that the foregoing is a true and correct transcript of a resolution duly adopted
by the Genesee County Legislature on the 10th day of December 2025. Dated, Batavia, New York.
December 11, 2025

[Signature]
Clerk of the Genesee County Legislature

New York State Economic Development Council Sponsorship

Discussion: The GCEDC participates in multiple New York State Economic Development Council (NYSEDC) events and delegations, including NYSEDC conferences and NYSEDC-led delegations and programs at business development events.

The GCEDC's expenses related to these events are anticipated to not exceed \$10,000 in 2026.

- NYSEDC Economic Development Conference (February): \$1,500 (Bronze Sponsorship)
- NYSEDC Annual Meeting (May): \$1,500 (Bronze Sponsorship)
- Semicon West (October): \$5,000 (eligible for 50% reimbursement by National Grid)
- NYSEDC-led events at other business development events: \$2,000

Sponsorship of these events provides both GCEDC staff with technical information and the latest best practices; and a sizable presence at events that directly lead to business development engagements and project wins.

These expenses are anticipated in the GCEDC marketing budget, as well as the requested National Grid grant.

Board Action Request: Approval to expend up to \$10,000 for NYSEDC programs in 2026.

GCEDC
Audit & Finance Committee Meeting Report

3f. Shared services agreement with Erie County Industrial Development Agency

Discussion: The GCEDC has a shared services agreement with Erie County Industrial Development Agency (ECIDA) for on call IT support services. The GCEDC had this agreement since 2016 and has been very pleased with the service and response time to our issues. We would like to continue this agreement in 2026. The agreement is at an hourly rate of \$100 (2025 rate was \$95). They also provide anti-virus software (\$720 annually), CRM Hosting (\$2,200 annually) and any version upgrade would be \$500 each occurrence as required. Since 2016 there was one \$10 per hour increase in the hourly rate (2022) and then a \$5 increase in the hourly rate this year. All other amounts have remained the same as last year.

The following amounts were included in the 2026 budget:

Professional Services - \$5,000 ECIDA IT hourly support

Dues & Subscriptions - \$750 antivirus software, \$2,700 ECIDA CRM Hosting and potential upgrades

Fund commitment: Not to exceed \$5,000 as included in the Professional Services, and \$3,420 as included in Dues & Subscriptions line items of the 2026 budget.

Committee action request: Recommend approval of not to exceed \$8,420 for on call IT support services, website hosting, anti-virus software, CRM hosting and upgrades with ECIDA for 2026.



Service Agreement
For
Information Technology Support

January 1, 2026

4.4

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Purpose

The purpose of this Service Agreement is to formalize an arrangement between ECIDA and GCEDC to deliver specific support services at an agreed-upon cost. The mission of the ECIDA is to provide resources that encourage investment, innovation and international trade – creating a successful business climate that improves the quality of life for the residents of the region. We feel that this agreement serves to further that mission. This document is intended to provide details of the provision of support services to GCEDC. This Service Agreement will evolve over time, with additional knowledge of the client requirements, as well as the introduction of new hardware, software and services into the support portfolio provided to and from GCEDC.

Scope of Agreement

The following services are provided in response to the initiation of a support ticket from GCEDC staff to ECIDA support staff:

- 1.) Helpdesk support
- 2.) Software and hardware maintenance
- 3.) Security review and support
- 4.) Backup system review and support
- 5.) Server systems review, maintenance and support
- 6.) Network systems management and support
- 7.) Additional specialized software support
 - a. Sage 50
 - b. Microsoft CRM
 - c. Sophos Endpoint Protection
 - d. Others
- 8.) Website
 - a. Online application
 - b. FTP
 - c. Hosting
- 9.) Overall monitoring of hardware, software and network

Services and requests NOT covered under this agreement:

- 1.) Procurement of software or hardware
- 2.) Training
- 3.) Assistance with non-licensed or illegally obtained software

Changes to the Agreement

Termination

In the event that GCEDC or ECIDA wishes to terminate this agreement, 30-day notice of intent to terminate must be delivered to the opposite party. Any termination of the agreement prior to the conclusion of a project will not relieve GCEDC of the obligation to pay the fees owed to ECIDA for services performed and other charges owed to the ECIDA as agreed to in this Service Agreement.

Amendments

This agreement may be amended at any time. Any amendments must be agreed upon by designated management from GCEDC and ECIDA.

Costs

Hourly Rate: \$100, minimum charge of ½ hour. **(Quarterly Billing)**

Travel: Current Federal mileage reimbursement rate for privately owned vehicle.

Anti-Virus Software:

\$720/yr for the use of Endpoint Protection Software (Anti-Virus) licenses. **(\$720 Annual Invoice)**

- Coverage for up to 10 PCs
- Installation and software support
- Management of alerts, remediation and license renewals

Microsoft CRM Hosting (Appendix A): \$2200 (Annual Invoice), \$500 major version upgrade fee (as required)

Billing will occur as noted above for each item. Invoices are payable within thirty (30) days of receipt.

Process

In order to initiate a support ticket, GCEDC may use the following methods:

- 1.) Phone Call – Please leave the following information if you reach voicemail
 - a. Name
 - b. Best contact number
 - c. Available contact times
 - d. Short description of issue
 - e. Preferred method of return contact (email/phone)

- 2.) Email – Please include the following information
 - a. Best contact number
 - b. Available contact times
 - c. Detailed description of issue
 - d. Preferred method of return contact (email/phone)

Any major service requests requiring more than 8 hours will need approval from designated management at each organization.

ECIDA management reserves the right to prioritize any support requests.

Metrics

ECIDA will keep a log of support requests and resolutions. This log shall include the following information:

- 1.) Service summary
- 2.) Current status (In progress/complete)
- 3.) Service start date
- 4.) Service completed date
- 5.) Client contact (user requesting the service)

Upon request, the ECIDA will make a copy of this log available as an Excel spreadsheet.

Availability

Support staff will be available during normal ECIDA hours of operation. Any requests for service outside of designated hours must be approved by designated ECIDA management. Support staff will make their best effort to notify GCEDC main point of contact when vacation or personal time is scheduled in advance.

Key Contacts

ECIDA – 95 Perry Street, Suite 403, Buffalo, NY 14203

716-856-6525

Brian Krygier – Systems Analyst (Support requests) x 501

Atiqa Abidi – Senior Accountant (Billing requests) x 122

Mollie Profic – Chief Financial Officer (Approval and change requests) x 123

GCEDC – 99 MedTech Drive, Suite 106, Batavia, NY 14020

585-343-4866

_____ (Main point of contact)

_____ (Billing contact)

_____ (Approval and change requests)

GCEDC

Name: _____

Title: _____

Signature: _____

ECIDA

Name: Mollie Profic

Title: Vice President

Signature: Mollie Profic

Appendix A

Microsoft CRM Hosting Detail (1-year term)

The Erie County Industrial Development Agency agrees to host a live instance of Microsoft CRM for Genesee County Economic Development Center according to the terms outlined below.

GCEDC will pre-pay \$2200 annually to ECIDA which will include:

- 1.) Security updates and software patches
- 2.) Nightly backup to ECIDA on-site storage
- 3.) Twice a week backup to encrypted off-site storage
- 4.) Server maintenance (other than software)
- 5.) Power and cooling
- 6.) Internet bandwidth

GCEDC will pay a \$500 version upgrade fee, as applicable, to ECIDA which will include:

- 1.) Major version upgrade of GCEDC CRM instance
- 2.) 6 non-transferrable user client access licenses for ECIDA's Windows Server, SQL Database Server and CRM Server
- 3.) Configuration of backup to include upgraded GCEDC CRM data
- 4.) Configuration of DNS for external access changes to <https://gcedc.ecidany.com>
- 5.) Upgrade and configuration assistance of Outlook CRM plug-in
- 6.) Import of customizations into upgraded GCEDC CRM instance

Additional users beyond the initial setup will be assessed and charged on a per user basis using current pricing information. Additional users may impact the annual fee. Notice of such an increase will be given along with cost information prior to setting up any additional users.

A copy of the ECIDA backup policy is available by request.

These terms will be in effect for 3 years, at which time ECIDA reserves the right to re-evaluate the annual fee based on system usage and backup capacity. If either party must terminate this agreement during the 3-year term, ECIDA agrees to provide GCEDC with their exported CRM customizations and SQL data. 30-day written notice must be provided by the party wishing to terminate the agreement. The file(s) will be provided within 7 days of termination and would allow GCEDC to continue running their instance either in-house or with CRM online. Licensing is non-transferrable from ECIDA and would not accompany the two files. If either party must terminate the agreement, a portion of the \$2200 annual fee will be returned on a prorated basis.

Lobbyist proposal

Discussion: The GCEDC has utilized Ostroff Associates as its lobby firm in Albany with Andrew Kennedy being our point of contact. They have prepared a summary of the activity in 2025 and will make a presentation to the Board at our meeting. The agreement in 2025 was that they were on a month-to-month basis with a 30-day notice for termination. We would like to have the Board approve this proposal at \$5,000 per month through December 2026. The GCEDC will still have a 30-day cancellation notice.

Fund commitment: \$60,000 from the government relations budget line item.

Committee action request: Recommend approval of the proposal to the full Board.

Land sale for Apple Tree Acres parcels

Discussion: GE Bergen had a PSA for a parcel at Apple Tree Acres Corporate Park that they closed on in order to construct the new facility for Oxbo. In the fourth amendment to the PSA the following language was added:

Buyer's Option Property. Seller is the owner of approximately 1.83 acres of unimproved land adjacent to the Property, and known as tax account numbers _18268913.-1-61.12 and 18268913.-1-58.22 (the "Option Property"). In consideration of **TEN THOUSAND AND 00/100 DOLLARS (\$10,000.00)** (the "Option Payment") payable at the Closing of the Property, Seller agrees to grant an exclusive option to Buyer ("Buyer's Option") for Seller to sell and Buyer to purchase the Option Property in accordance with this Section. Buyer's Option shall survive Closing and remain effective from the date of Closing until the date that is three (3) years from the date of Closing (the "Option Period"). The terms and conditions of the Buyer's Option shall be as follows:

The Purchase Price for Option Property shall be Ten and No Dollars (\$10.00).

GE Bergen did not make the deposit at the closing of the Property, but has now reached out looking to acquire and close on the two parcels.

Fund Commitment: None.

Committee Action Request: Recommend approval of sale of two parcels listed above for \$10,000 and to use Del Plato Casey Law firm to complete the closing.

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: _____

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.

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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:

<u>Role</u>	<u>Billing Rate</u>
• 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.

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Assumptions

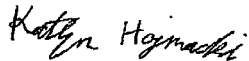
The proposed schedule and fee for this project are based on the following assumptions:

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

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CC ENVIRONMENT
& PLANNING



NORTH COUNTRY
ECOLOGICAL SERVICES

Part of the CC Environment Team

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.

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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 5402 MFITZGERALD@PHILLIPSLYTL.COM

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

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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 _____

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**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.

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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 \$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 929B 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

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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

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