



Meeting Agenda – STAMP Committee
 Genesee County Economic Development Center
 Wednesday, February 4, 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: 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	
2-5	2. Chairman’s Report & Activities 2a. Agenda Additions / Deletions / Other Business 2b. Minutes: January 14, 2026	P. Zelif	Vote
6-14	3. Discussions / Official Recommendations to the Board: 3a. GCEDC & STAMP Sewer Works Oakfield Sewer Funding Agreement	M. Masse	Disc / Vote
15-19	3b. CC Environment & Planning, LLC – Hydrology Monitoring Agreement	M. Masse	Disc / Vote
20-26	3c. Resolution Accepting Responsibility to Act as Lead Agency	M. Masse	Disc /Vote
	4. Adjournment	P. Zelif	Vote



GCEDC STAMP Committee Meeting
Wednesday, January 14, 2026
Location: 99 MedTech Drive, Innovation Zone

8:00 a.m.

MINUTES

ATTENDANCE

Committee Members: M. Gray, C. Kemp, P. Zeliff
Staff: M. Masse, L. Farrell, K. Galdun, J. Krencik, P. Heimlich
Guests: R. Crossen (Town of Alabama – Video Conference), M. Fitzgerald (Philips Lytle)
Absent: C. Yunker

1. Call to Order / Enter Public Session

P. Zeliff called the meeting to order at 8:00 a.m. in the Innovation Zone.

1a. Executive Session

C. Kemp made a motion to enter executive session under the Public Officers Law, Article 7, Open Meetings Law Section 105, at 8:01 a.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 M. Gray and approved by all members present.

P. Kennett joined the meeting at 8:04 a.m.

R. Crossen joined the meeting via Video Conference at 8:04 a.m.

1b. Re-Enter Public Session

C. Kemp made a motion to enter back into public session at 8:28 a.m., seconded by M. Gray and approved by all.

2. Chairman's Report & Activities

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

2b. Minutes: December 3, 2025 & December 18, 2025

M. Gray made a motion to approve the December 3 2025 and December 18, 2025 minutes; the motion was seconded by C. Kemp. Roll call resulted as follows:

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

The item was approved as presented.

3. Discussions / Official Recommendations to the Board:

3a. Agreement for Payment of Project Evaluation Expenses – Project Double Reed and the GCEDC are looking to enter into an agreement to cover the costs incurred by the GCEDC for their project reviews.

Fund Commitment: None.

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

M. Masse stated that the agreement is similar to the one approved last year for the first application they submitted, under which an escrow account will be established to reimburse the GCEDC for expenses incurred during the project review process.

M. Gray made a motion to recommend to the full Board the approval of the agreement for the payment of project evaluation expenses as presented; the motion was seconded by C. Kemp. Roll call resulted as follows:

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

The item was approved as presented.

3b. Consulting Contracts for Project Evaluation – 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 current 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.

P. Zeliff asked whether each contract amount was a "not-to-exceed" amount, to which M. Masse responded that it was. He added that if additional work were required, the matter would be brought back to the Board for further approval, if necessary.

C. Kemp made a motion to recommend to the full Board the approval of the contracts for CC Environment and Planning, CPL, and Philips Lytle in the total amount of \$150,000 as presented; the motion was seconded by M. Gray. Roll call resulted as follows:

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

The item was approved as presented.

3c. Cost Reimbursement Agreement – NYPA – 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.

M. Gray asked what the total funding was to date, and M. Masse stated that it was close to \$2M and for all cost construction on the substation thus far was \$106M.

There was further discussion on the current timelines for the substation construction and it's energization amongst those present.

M. Gray made a motion to recommend to the full Board the approval of funding the CRA for an additional \$1,000,000 as presented; the motion was seconded by C. Kemp. Roll call resulted as follows:

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

The item was approved as presented.

3d. Change Order from O'Connell for Substation Construction – 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.

DRAFT

M. Masse stated that, due to changes in National Grid's telecom setting requirements, revisions to the original design plan are being mandated, resulting in the need for a change order. He noted that he pushed back on the number of engineering hours included in the change order and was awaiting a response.

M. Masse further stated that the proposed changes would remain within the originally approved contract amount.

C. Kemp made a motion to recommend to the full Board the approval of the change order with O'Connell as presented; the motion was seconded by M. Gray. Roll call resulted as follows:

P. Zelif -	Yes
C. Yunker -	Absent
M. Gray -	Yes
C. Kemp -	Yes

The item was approved as presented.

4. Adjournment

As there was no further business, M. Gray made a motion to adjourn at 8:36 a.m., seconded by C. Kemp and passed unanimously.

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GCEDC and STAMP Sewer Works Oakfield Sewer Funding Agreement

Discussion: This agreement allows for the GCEDC to utilize NYS grant funding, as well as its other funds, to pay for the necessary engineering and infrastructure construction associated with the force main to the Village of Oakfield WWTF.

Fund Commitment: Expenditures as laid out in the attached Exhibit 3 of the Village contracts.

Board Action Request: Recommend approval to the full Board of the GCEDC and STAMP Sewer Works Oakfield Sewer Funding Agreement. The expenditures for the necessary engineering and infrastructure construction associated with the force main and included in the attached Exhibit 3 of the Village Agreements will be paid using funds from the \$56 million NYS grant or GCEDC funds as directed by the Board.

Exhibit 3

1. As contemplated in this Agreement, STAMP Sewer Works, Inc. (“SSW”) is responsible for all costs associated with the construction necessary to accommodate flows/loadings above the Village of Oakfield’s (“Village”) needs. In addition, all construction and equipment contemplated in the Agreement, including below, shall be to the standards set by the Village.
2. Required construction shall include:
 - a. New Flow Equalization Tank. Initial capacity shall be 100,000 gallons and shall be completed prior to any flows from STAMP.
 - b. Filter Improvements shall be funded prior to any flows from STAMP.
 - c. Clarifier repairs, Phosphorus Removal system, and Aeration Improvements shall all be funded by December 31, 2027.
 - d. Sludge Processing improvements. These must be completed within three years of the date on which the first flow is received from STAMP. Until SSW funds the sludge processing improvements, it has sole responsibility and agrees to handle any liquid sludge hauling required by the Wastewater Treatment Facility (“WWTF”), and will pay for same, at an estimated cost of \$0 to \$7,000/year.
3. The estimated costs for the construction listed in section 2, above, is \$2,720,000. Any costs in excess of this amount shall require approval from both parties, and such approval shall not be unreasonably withheld.
4. Potential additional improvements include:
 - a. New Clarifier equipment, which will be necessary when average day flows measure 50,000 gallons per day or more on a monthly basis. Current estimate for

this equipment is \$550,000. Any costs above this amount will require approval from both parties.

- b. Expansion of the Equalization Tank from a 100,000 gallon to a 300,000 gallon capacity will be required when average daily flows reach 50,000 gallons from STAMP on a monthly basis..
 - c. New screening system and lift station will be required if it is not provided at the STAMP site. Current estimate is \$650,000. Costs above this amount will require approval from both parties.
5. North Pearl/Mill Street force main work by SSW to include gravity sewer main and sewer lateral replacement.

GCEDC STAMP SEWER WORKS OAKFIELD SEWER FUNDING AGREEMENT

THIS AGREEMENT (“Agreement”) is entered into the ____ day of _____, 2026, between the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center, a public benefit corporation duly existing under the laws of the State of New York, with offices at 99 MedTech Drive, Suite 106, Batavia, New York 14020 (“GCEDC”), and STAMP Sewer Works, Inc. (“SSW”) with offices located at 99 MedTech Drive, Suite 106, Batavia, New York 14020 (collectively, GCEDC and SSW are the “Parties”).

WHEREAS, SSW has been formed to provide sewer services to the Western New York Science & Technology Advanced Manufacturing Park (“STAMP”), an advanced manufacturing campus on approximately 1,262 acres of land in the Town of Alabama, New York, located along the west side of New York State Highway 77/63 (north of Judge Road) approximately five miles north of the I-90/New York State Thruway (“STAMP Site”); and

WHEREAS, the Village of Oakfield (“Village”) owns and operates a Waste Water Treatment Facility located at 19 Irving Parkway, Oakfield, New York 14125, and associated infrastructure, which together are meant to gather and treat sanitary sewer discharges from residences and businesses within the Village (“WWTF”); and

WHEREAS, SSW and the Village have executed contracts (the Supply Agreement and Construction Agreement, together the “Village Contracts”) providing for the design, construction, and operation of a new force main sewer line, affiliated pump stations, and metering equipment (collectively, the “Force Main”) from the STAMP Site to the WWTF to provide wastewater treatment services to STAMP); and

WHEREAS, the Village Contracts also provide for certain improvements to the WWTF as generally described therein (collectively, the “Improvements”); and

WHEREAS, pursuant to the Village Contracts, SSW is responsible for certain costs relating to the study, design, and construction of the Force Main and Improvements, as described in Exhibit 3 of the Construction Agreement (“SSW Costs”); and

WHEREAS, GCEDC desires to facilitate the payment of SSW Costs and facilitate the design, construction, and operation of the Force Main and Improvements to support development at STAMP; and

WHEREAS, the purpose of this Agreement is to outline the process by which SSW and GCEDC may cooperate to assist SSW in completing the scopes of work contemplated in the Village Contracts.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and conditions herein contained, the receipt and sufficiency of which are acknowledged by the Parties, it is agreed as follows:

1. Reimbursement of SSW Costs.

1.1 GCEDC shall pay invoices incurred by SSW for the SSW Costs as described herein.

1.2 SSW shall forward all vouchers from consultants and contractors providing services to SSW for activities around the Force Main and Improvements to GCEDC promptly upon receipt. SSW shall also forward all vouchers received from the Village from consultants and contractors providing such services to the Village promptly upon receipt. All vouchers shall be backed up by reasonable detail of work represented thereby, and shall include an estimate as to the percentage of work completed.

1.3 GCEDC shall, within 30 days of receipt of such vouchers, audit such vouchers, and obtain any clarification or additional supporting documentation that it deems necessary from SSW, and then pay to such consultants and contractors, or the Village, the amounts vouchered. In the event that GCEDC elects to instead reimburse SSW, SSW shall thereafter pay its consultants and contractors pursuant to its normal administrative processes, and/or shall pay the Village consistent with the Village Contracts. The Parties shall endeavor to provide information and complete any forms and documentation required by New York State to complete its review and authorize payment of previously allocated grant funds to GCEDC. When 100% of the work is complete, a final report including as-built drawings and such other information reasonably requested by GCEDC will be submitted to GCEDC by SSW, prior to receipt of the final payment in the same manner as set forth above.

2. Cooperation.

2.1. The Parties agree to cooperate in good faith to effectuate the Agreement, including cooperation with all appropriate governmental authorities having the requisite jurisdiction to approve or permit the activities described herein.

2.2. The Parties agree that SSW shall be granted such temporary access licenses as the Parties shall deem necessary across property owned, leased, or licensed by GCEDC, subject to such terms as GCEDC shall deem necessary in its sole discretion.

2.3. The Parties agree that, upon completion of the Force Main, the Parties shall negotiate the ultimate disposition of the assets relating to the Force Main, either by sale, lease, license, or such other disposition as the Parties shall decide proper.

2.4. GCEDC may elect, in its sole and absolute discretion, to directly contract for the study, design, and construction of the Force Main or any portion thereof, including the acquisition of materials or labor necessary therefor, in lieu of reimbursing SSW for the costs it would have otherwise incurred in funding such actions.

3. Communications

3.1. Each Party will endeavor to keep the other Party informed of progress of the actions contemplated by this Agreement, including, without limitation, design progress, construction progress, and study progress.

3.2. The Parties agree that any communications with the press about the activities contemplated by this Agreement will be done jointly, with the approval of all Parties.

4. Suspension/Termination.

4.1. SSW acknowledges that GCEDC proposes to fund its performance under this Agreement via a grant to GCEDC from New York State Urban Development Corporation d/b/a Empire State Development. If GCEDC's sources of funds are no longer available for any reason, GCEDC may notify SSW that this Agreement is immediately suspended, and any additional work performed pursuant to the Village Agreements shall be performed at-risk by SSW unless and until funds become available ("Notice of Suspension"). SSW shall notify its consultants and contractors performing work under the terms of this Agreement immediately.

4.2. Notwithstanding the above, GCEDC may elect, in its sole and absolute discretion, to continue to fund (in whole or in part) any portion of the SSW Costs contemplated under this Agreement from sources other than grant funding from New York State. GCEDC may further elect to terminate such funding at any time, subject to the notice provided for in Section 4.1.

4.3. This Agreement shall expire on March 1, 2027, unless the Parties agree to an extension in writing, provided however that the Agreement shall not expire if construction has commenced prior to the expiration date listed herein.

5. Events of Default

5.1. The occurrence of any of the following events is defined as and declared to be an "Event of Default" under this Agreement:

5.1.1. Failure by GCEDC to fully comply with any requirement, obligation or covenant attributable to GCEDC as set forth in this Agreement.

5.1.2. Failure by SSW to fully comply with any requirement, obligation or covenant attributable to SSW as set forth in this Agreement.

5.1.3. Failure by SSW to fully comply with any requirement, obligation or covenant attributable to SSW as set forth in the Village Contracts, as determined by GCEDC in GCEDC's sole and absolute discretion.

5.2. The defaulting party shall have a twenty (20) day period to cure such Event of Default (the "Cure Period"), with such Cure Period commencing upon receipt by the defaulting party of written notice of default by the non-defaulting party.

5.3. Should either Party become in default under the terms of this Agreement and remain in default after the Cure Period, the non-defaulting party shall have the right to terminate this Agreement upon written notice of termination to the defaulting party. The non-defaulting party may also pursue against the defaulting party any and all remedies available pursuant to New York State law.

6. Request to Proceed.

Before any construction by SSW on property owned or licensed by GCEDC contemplated by this Agreement may commence, SSW shall apply to the GCEDC for permission to proceed ("Request to Proceed"). The GCEDC shall review the Request to Proceed and at its discretion shall issue a Notice to Proceed to SSW.

7. Notices.

All notices provided for herein shall be directed to the Parties at the addresses set forth above, or at any other address provided in writing to the counter-party's current address of record. The Parties agree to update notice information as necessary.

8. Choice of Law.

This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to principles of conflict of laws.

9. Waiver.

A waiver of any of the terms and conditions hereof shall not be deemed a continuing waiver, but shall apply solely to the instance to which the waiver is directed. No waiver of any of the terms of this Agreement shall be valid unless in writing, designated as such, and executed by the Parties. Any forbearance or delay on the part of either party in enforcing any of its rights under this Agreement will not be construed as a waiver of such right to enforce same for such occurrence or any other occurrence.

10. Entirety of Agreement.

The entire Agreement is contained herein. There are no other promises, representations, or warranties affecting this Agreement, and any other or different terms and conditions in any purchase orders or other documents issued or accepted hereunder shall be deemed null and void.

11. Authority to Enter Into Agreement.

Each party hereby represents and warrants to the other that that it has the authority to enter into and perform its obligations under this Agreement; that it has received all necessary approvals required in order to enter into and perform its obligations under this Agreement and that entering into agreement does not violate any law, its organizational documents, or any agreement to which it is a party.

12. Modification.

No modification or Amendment of this Agreement shall bind any party unless expressly set forth in a written Amendment executed by the affected parties. SSW may not assign this Agreement without the express written consent of GCEDC, which may be withheld in GCEDC's sole and absolute discretion.

13. Miscellaneous

13.1. If any provision of this Agreement or any provision of any document attached hereto or incorporated herein by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement but this Agreement shall be reformed and construed as if such invalid provision had never been contained herein and such provision reformed so that it would be valid and enforceable to the maximum extent permitted.

13.2. The failure of either Party to assert a right hereunder or to insist upon compliance with any term or condition of this Agreement shall not constitute a waiver of that right by that Party or excuse similar subsequent failure to perform any such term or condition by the other Party. Any waiver must be in writing and signed by the Party making the waiver.

13.3. While performing its responsibilities under this Agreement, SSW agrees to comply with all applicable federal, state and local laws, rules, regulations, guidelines and requirements.

13.4. Any section or paragraph headings contained in this Agreement are used only as a matter of convenience and reference and are in no way intended to define, limit, expand, or describe the scope of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in the construction or interpretation of this Agreement.

13.5. This Agreement constitutes the entire agreement between the Parties hereof with respect to the subject matter hereof, and supersedes all previous discussions, representations, understandings and agreements.

14. Execution.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first above written.

STAMP Sewer Works, Inc.

By: _____

Name: _____
Title: _____

Genesee County Economic Development Center

By: _____
Name: Mark A. Masse
Title: President and CEO

Hydrology Monitoring Agreement with CC Environment & Planning, LLC

Discussion: In connection with the tributaries that were identified on the STAMP site under the Jurisdictional Determination for wetlands that was completed, we want to conduct hydrology monitoring of these to determine annual flows to assess potential federal jurisdiction.

Fund Commitment: Not to exceed \$11,590.

Board Action Request: Recommend approval to the full Board of the proposal with CC Environment & Planning, LLC not to exceed \$11,590. This will be paid using funds from the \$56 million NYS grant.



CC Environment & Planning

Katlyn Hojnacki
Senior Ecologist/Operations Manager

January 26, 2026

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 Hydrology Monitoring

Dear Mark:

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

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

Scope of Services

Conduct hydrology monitoring in Tributaries 2, 3, and 4 to determine annual flows to assess potential federal jurisdiction under current Section 404 of the Clean Water Act regulations. Work would include:

- Installation of four HOBO Water Level Data Loggers: On Trib 3 between STAMP Drive and Crosby Road, on Trib 3 west of Wetland 26, on Trib 2 where it enters the western field, and on Trib 4 where it enters Wetland 19. These will be installed within a protective PVC tube mounted to a metal fence post, placed within the stream. These data loggers continuously collect and store water level data.
- Data will be downloaded every two weeks for a total of six months.
- Data will be post-processed and summarized into easy to interpret graphs and charts.

In addition to the data logger monitoring above, the Contractor will collect photographic documentation on Tributary 2 between the data logger and Wetland 10 as well as along Tributary 4 between the data logger and Wetland 27 during all data collection visits. These areas do not have a clear stream channel in which a data logger can be placed, so this documentation will illustrate the current status and flow regimes through the active agricultural fields.

All data will be combined into a final report detailing the current hydrological flows of the three tributaries with all supporting documentation included.

Schedule and Fee

Project activities will commence immediately upon receipt of a signed contract. Data loggers will be deployed as soon as possible, with the goal of having them in by the third week in February. Data collection will continue through the end of August. This contract is proposed as a time and materials with a not to exceed estimated budget of \$11,590. 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

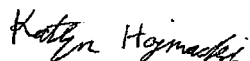
The proposed schedule and fee for this project are based on the following assumptions:

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: _____

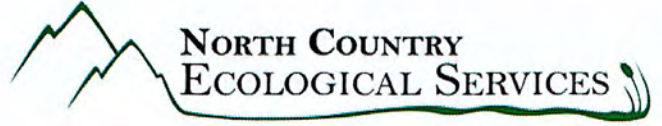
Additional Submittal Information: _____

3b

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CC ENVIRONMENT &
PLANNING



NORTH COUNTRY
ECOLOGICAL SERVICES

BILLING RATES CALENDAR YEAR 2026

Billing Category	Description	Hourly Rate
Principal	Provides advanced professional expertise for complex ecological, regulatory, and planning assignments, including permitting strategy, specialized technical analysis, expert consultation, and overall quality assurance for project work.	\$195.00
Senior Professional	Leads ecological and planning projects, coordinates with clients and agencies, and is responsible for technical direction, integration of analyses, and delivery of high-quality work products.	\$165.00
Professional	Performs ecological or planning technical analyses, reporting, permitting support, and specialized project tasks independently or as part of a project team.	\$145.00
Associate	Supports ecological and planning work through data collection, documentation, and reporting under direction of senior staff.	\$120.00
Technical Support	Provides field-based and technical assistance for ecological and planning projects, including surveys, data collection, and mapping support.	\$95.00
Project Support	Provides project coordination and administrative services in support of ecological and planning project delivery.	\$85.00
Direct Expense	Travel, materials, contracted services	Cost plus 20%

Billing categories are assigned based on the nature and complexity of work performed.

Rates are fully burdened and inclusive of overhead and profit.

Reimbursable expenses (including travel, materials, permits, equipment, and subcontracted services) will be billed as specified above.

A regular meeting of the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center (the "Agency" or "GCEDC") was convened in public session at 99 MedTech Drive, Suite 106, Batavia, New York 14020, on February 5, 2026, at 4:00 p.m., local time.

The meeting was called to order by the Chairman and, upon roll being called, the following members of the Agency were:

PRESENT:

Peter Zeliff, Chairman
Matthew Gray
Craig Yunker
Paul J. Battaglia
Laurie Mancuso
Chandy Kemp
Kathleen Manne

ABSENT:

THE FOLLOWING ADDITIONAL PERSONS WERE PRESENT:

Mark Masse	President & CEO
Matthew Fitzgerald	Legal Counsel

The attached resolution no. ____ was offered by _____, seconded by _____:

Resolution No. ___ - ___ - ___

RESOLUTION OF THE GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER ACCEPTING RESPONSIBILITY TO ACT AS LEAD AGENCY FOR THE REVIEW OF PROJECT DOUBLE REED PURSUANT TO THE STATE ENVIRONMENTAL QUALITY REVIEW ACT

Project Name: Western New York Science and Technology Advanced Manufacturing Park ("STAMP") - Project Double Reed

Location: 6840 Crosby Road, Town of Alabama, NY 14013 ("Site")

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

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

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

WHEREAS, development of STAMP has undergone comprehensive and thorough review of environmental impacts pursuant to the State Environmental Quality Review Act (“**SEQRA**”), resulting in the completion of Final Generic Environmental Impact Statement (“**FGEIS**”) and the issuance of a written Findings Statement (“**2012 Findings**”) on March 12, 2012; and

WHEREAS, subsequent development and modifications to STAMP have undergone extensive additional SEQRA review pursuant to the FGEIS and the 2012 Findings including a smart growth impact statement (“**SGIS**”); a 2016 Amended Findings Statement to the FGEIS (“**2016 Amended Findings**”); a 2020 Amended Findings Statement to the FGEIS (“**2020 Amended Findings**”); a 2021 SEQRA determination (“**2021 SEQR Determination**”); a 2022 SEQR update (“**2022 SEQR Update**”); a negative declaration issued in 2022 (“**2022 Negative Declaration**”); an amendment to the 2022 Negative Declaration (“**2022 Second Amended Negative Declaration**”); a negative declaration in 2023 (the “**February 2023 Negative Declaration**”); and an additional negative declaration in 2024 (the “**2024 Negative Declaration**”); and

WHEREAS, together, the FGEIS, the 2012 Findings, the SGIS, the 2016 Amended Findings, the 2020 Amended Findings, the 2021 SEQR Determination, 2022 SEQR Update; 2022 Negative Declaration, 2022 Amended Negative Declaration, 2022 Second Amended Negative Declaration, the February 2023 Negative Declaration, and the 2024 Negative Declaration constitute the prior environmental reviews for STAMP (collectively, these documents, including each and every supporting document referenced therein, are referred to as the “**STAMP GEIS**”); and

WHEREAS, in connection with the Project, on December 12, 2025, the Agency received an application (“**Application**”) from Stream U.S. Data Centers, LLC, for itself or on behalf of an entity formed or to be formed by it or on its behalf (the “**Company**”) for the purchase of land for the proposed construction and operation of a multi-building data center project at STAMP (“**Project Double Reed**”); and

WHEREAS, the Agency at its December 18, 2025 board meeting issued a resolution declaring its intent to act as the lead agency (“**Lead Agency**”) for the coordinated SEQRA review of Project Double Reed as a Type I action, as the agency with primary responsibility for the review and approval of Project Double Reed; and

WHEREAS, by letter dated December 23, 2025, the Agency transmitted a notice (“**Notice**”) to all interested and involved agencies of its intent to act as Lead Agency for the SEQRA review of Project Double Reed; and

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WHEREAS, the Notice included the Application as well as a copy of the full environmental assessment form (“**EAF**”) and supporting SEQRA documentation provided with the Application, and requested acknowledgement of consent for GCEDC to serve as lead agency for the coordinated SEQRA review of Project Double Reed; and explaining that under SEQRA, each involved agency, as that term is defined in SEQRA, has 30 days from the date the Notice was transmitted to contest GCEDC’s role as lead agency, and an involved agency’s failure to respond within 30 days would be deemed to have consented to the re-establishment of the GCEDC as lead agency; and

WHEREAS, by letters to the Agency dated January 15, 2026 (but signed on January 14, 2026) the Town of Shelby Town Board and the Shelby Planning Board (“**Shelby Agencies**”) indicated that they did not consent to GCEDC acting as Lead Agency (“**Shelby Comments**”); and

WHEREAS, by letter dated January 23, 2026, GCEDC counsel wrote to the Shelby Agencies explaining that because they are “interested” and not involved agencies for Project Double Reed, their consent is not necessary but inviting them to provide more detailed comments on the Application; and

WHEREAS, by letter dated January 16, 2026 from Chairperson Lynne M. Johnson (“**Johnson Letter**”) purportedly on behalf of the Orleans County Legislature (“**Orleans County**”), Chairperson Johnson objected to GCEDC’s role as Lead Agency, and requested that the New York State Department of Environmental Conservation (“**NYSDEC**”) assume Lead Agency status for Project Double Reed; and

WHEREAS, by letter dated January 26, 2026, GCEDC counsel wrote to NYSDEC Commissioner Amanda Lefton and NYSDEC Region 8 Director Timothy Walsh explaining that Orleans County was also not an involved agency for Project Double Reed, and that in addition, the Johnson Letter was a legal nullity regardless of Orleans County’s agency status because it failed to follow the procedural requirements under SEQRA to dispute lead agency status; and

WHEREAS, the 30 day period expired on January 22, 2026; and

WHEREAS, several involved agencies have provided their consent to the GCEDC acting as lead agency while all others have not responded to the Notice; and

WHEREAS, by letter dated January 28, 2026, the New York State Department of Environmental Conservation confirmed that it does not object to GCEDC being reestablished as lead agency.

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NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER AS FOLLOWS:

Section 1. The Agency, having served as the Lead Agency for all development related to STAMP since its inception, proposes to conduct a coordinated review for this Type I action and believes, as the entity with primary responsibility for the review and approval of Project Double Reed, that it is in the best position to investigate all potential impacts associated with Project Double Reed (in close cooperation with involved and interested agencies), and has the authority to impose any and all appropriate mitigation measures.

Section 2. As no involved agency has disputed the Agency's role as Lead Agency within the 30 days allotted under SEQRA, the Agency declares that it is the Lead Agency for the SEQRA review of Project Double Reed and accepts the obligations of lead agency for Project Double Reed pursuant to SEQRA.

Section 3. The President & CEO of the Agency are hereby authorized and directed to distribute appropriate notice of this Resolution to all potential interested and/or involved agencies and to do such further things or perform such acts as may be necessary or convenient to implement the provisions of this Resolution.

Section 4. This Resolution, which was adopted by a majority vote of the Agency on February 5, 2026, shall take effect immediately.

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

Peter Zeliff	VOTING _____
Matthew Gray	VOTING _____
Paul Battaglia	VOTING _____
Laurie Mancuso	VOTING _____
Chandy Kemp	VOTING _____
Kathleen Manne	VOTING _____
Craig Yunker	VOTING _____

The foregoing Resolution was thereupon declared duly adopted.

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

I, the undersigned Secretary of the Genesee County Industrial Development Agency d/b/a the Genesee County Economic Development Center (the "Agency"), do hereby certify that I have compared the foregoing extract of the minutes of the meeting of the Agency, including the Resolution contained therein, held on February 5, 2026 with the original thereof on file in my office, and that the same is a true and correct copy of said original and of such Resolution set forth therein and of the whole of said original so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that (A) all members of the Agency had due notice of said meeting; (B) said meeting was in all respects duly held; (C) pursuant to Article 7 of the Public Officers Law (the "Open Meetings Law"), said meeting was open to the general public, and due notice of the time and place of said meeting was duly given in accordance with such Open Meetings Law; and (D) there was a quorum of the members of the Agency present throughout said meeting.

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Agency this ___th day of February, 2026.

Secretary