

**Genesee County Economic Development Center  
Meeting Agenda**

Thursday, February 5<sup>th</sup>, 2026  
Location: 99 MedTech Drive, Innovation Zone

<b>PAGE #</b>	<b>1.0</b>	<b>Call to Order</b>	<b>4:00pm</b>
	1.1	<b>Enter Executive Session</b>	<b>4:05pm</b>
		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	<b>Enter Public Session</b>	
	<b>2.0</b>	<b>Chairperson's Report &amp; Activities</b>	<b>4:10pm</b>
	2.1	Upcoming Meetings: <b>Next Scheduled Board Meeting: Thursday, March 5<sup>th</sup> at 4:00 p.m.</b> Audit & Finance Committee Meeting: Tuesday, March 3 <sup>rd</sup> at 8:30 a.m. STAMP Committee Meeting: Wednesday, March 4 <sup>th</sup> at 8:00 a.m.	
	2.2	Agenda Additions / Deletions / Other Business <b>**Vote</b>	
	2.3	Minutes: January 15, 2026 <b>**Vote</b>	
<b>2-10</b>	<b>3.0</b>	<b>Report of Management –</b>	<b>4:10pm</b>
<b>11-21</b>	3.1	STREAM U.S. Data Center – Initial Resolution <b>**Vote</b> – C. Suozzi	
<b>22-27</b>	3.2	Public Outreach Update – J. Krencik	
	<b>4.0</b>	<b>Audit &amp; Finance Committee – K. Manne</b>	<b>4:15pm</b>
<b>28-31</b>	4.1	December 2025 Unaudited Financial Statements <b>**Vote</b>	
<b>32-42</b>	4.2	D & O Insurance <b>**Vote</b>	
<b>32-42</b>	4.3	Cyber Insurance <b>**Vote</b>	
	<b>5.0</b>	<b>Governance &amp; Nominating Committee – C. Yunker</b>	<b>4:25pm</b>
	5.1	Nothing at this time.	
	<b>6.0</b>	<b>STAMP Committee – P. Zeliff</b>	<b>4:25pm</b>
<b>43-51</b>	6.1	GCEDC and STAMP Sewer Works Oakfield Sewer Works Funding Agreement <b>**Vote</b>	
<b>52-56</b>	6.2	CC Environment & Planning, LLC – Hydrology Monitoring Agreement <b>**Vote</b>	
<b>57-63</b>	6.3	Resolution Accepting Responsibility to Act as Lead Agency <b>**Vote</b>	
	<b>7.0</b>	<b>Employment &amp; Compensation Committee – M. Gray</b>	<b>4:35pm</b>
	7.1	Nothing at this time.	
	<b>8.0</b>	<b>Housing Committee – P. Battaglia</b>	<b>4:35pm</b>
	8.1	Nothing at this time.	
	<b>9.0</b>	<b>Other Business</b>	<b>4:35pm</b>
	9.1	Nothing at this time.	
	<b>10.0</b>	<b>Adjournment</b>	<b>4:35pm</b>



**GCEDC Board Meeting**  
**Thursday, January 15<sup>th</sup>, 2026**  
**Location: 99 MedTech Drive, Innovation Room**  
**4:00 PM**

**GCEDC MINUTES**

**Attendance**

Board Members: C. Kemp, P. Battaglia, K. Manne, P. Zeliff, L. Mancuso, M. Gray  
Staff: M. Masse, K. Galdun, L. Farrell, J. Krencik, P. Heimlich, C. Suozzi  
Guests: R. Crossen (Town of Alabama – Video Conference), R. Gaenzle (Harris Beach – Video Conference), M. Fitzgerald (Phillips Lytle – Video Conference), D. Cunningham (GGLDC Board Member), J. Tretter (GGLDC Board Member), M. Brooks (GGLDC Board Member), S. Noble-Moag (GGLDC Board Member), G. Torrey (GGLDC Board Member), R. Engler (Not Specified), E. LaGrou ( Zoladz Construction), R. Beatty (Not Specified), M. Bohn (Not Specified), K. Hallenbeck (Not Specified), C. Zinni (Batavia Resident)  
Absent: C. Yunker

**1.0 Call to Order**

P. Zeliff called the meeting to order at 4:00 p.m. in the Innovation Zone.

**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 4:01 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 C. Kemp and approved by all members present.

*R. Engler, E. LaGrou, R. Beatty, M. Bohn, K. Hallenbeck, and C. Zinni left the meeting at 4:01 p.m.*

*D. Cunningham joined the meeting at 4:02 p.m.*

*M. Gray joined the meeting at 4:03 p.m.*

*R. Crossen left the meeting at 4:10 p.m.*

**1.2 Enter Public Session**

P. Battaglia made a motion to enter back into public session at 4:17 p.m., seconded by C. Kemp and approved by all members present.

*M. Fitzgerald left the meeting at 4:18 p.m.*

*R. Engler, E. LaGrou, R. Beatty, M. Bohn, K. Hallenbeck, and C. Zinni joined the meeting at 4:18 p.m.*

**2.0 Chairman’s Report & Activities**

**2.1 Upcoming Meetings:**

- Next Scheduled Board Meeting: Thursday, February 5<sup>th</sup> at 4:00 p.m.**
- Governance & Nominating Committee Meeting: Thursday, February 5<sup>th</sup> at 3:00 p.m.
- Audit & Finance Committee Meeting: Thursday, February 5<sup>th</sup> at 2:00 p.m.
- STAMP Committee Meeting: Wednesday, February 4<sup>th</sup> at 8:00 a.m.

P. Zeliff stated that the upcoming Audit & Finance Committee Meeting was changed, as noted above, in order to obtain a quorum. He also stated that he would not be able to attend the STAMP Committee Meeting on February 4<sup>th</sup>, 2026.

- L. Farrell informed the Board of the recent committee member changes which are as follows:
- M. Gray moved off the Audit & Finance Committee to the STAMP Committee
  - L. Mancuso has been appointed to the Audit & Finance Committee as well as the Governance & Nominating Committee.

**2.2 Agenda Additions / Deletions / Other Business –**

**C. Kemp made a motion to add agenda item 6.5 Bellwether Advisors, LLC Consulting Contract Extension; the motion was seconded by P. Battaglia. Roll call resulted as follows:**

- |                |     |             |        |
|----------------|-----|-------------|--------|
| P. Battaglia - | Yes | P. Zeliff – | Yes    |
| K. Manne -     | Yes | C. Yunker - | Absent |
| L. Mancuso –   | Yes | M. Gray -   | Yes    |
| C. Kemp -      | Yes |             |        |

**The item was added to the agenda.**

**P. Battaglia made a motion to add agenda item 5.1 GGLDC Board Member Appointments; the motion was seconded by C. Kemp. Roll call resulted as follows:**

- |                |     |             |        |
|----------------|-----|-------------|--------|
| P. Battaglia - | Yes | P. Zeliff – | Yes    |
| K. Manne -     | Yes | C. Yunker - | Absent |
| L. Mancuso –   | Yes | M. Gray -   | Yes    |
| C. Kemp -      | Yes |             |        |

**The item was added to the agenda.**

**2.3 Minutes: December 4, 2025 & December 18, 2025**

**M. Gray made a motion to accept the December 4, 2025 & December 18, 2025 minutes as presented; the motion was seconded by K. Manne. Roll call resulted as follows:**

P. Battaglia -	Yes	P. Zeff -	Yes
K. Manne -	Yes	C. Yunker -	Absent
L. Mancuso -	Yes	M. Gray -	Yes
C. Kemp -	Yes		

**The item was approved as presented.**

### **3.0 Report of Management**

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

- 1) **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
- 2) **Annual Report** – The GCEDC Annual Report is substantially completed, pending internal audits. The 2025 results include 12 project closings, 800+ new and retained jobs, \$420.8 million of new investment, and \$159.3 million of future salaries and community revenue.
- 3) **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.

### **4.0 Audit & Finance Committee**

**4.1 November 2025 Financial Statements** – L. Farrell reviewed the significant items of the November 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.
- Account Receivables increased due to the closing of the HP Hood project and the fees associated with that. The fee is to be collected in two installments. The second installment is recorded as a receivable.
- Project Fee Revenue increased in connection with the project closing of HP Hood and SmartDesign.
- Expenditures are where they are anticipated to be against the budget.

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

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

P. Battaglia -	Yes	P. Zeff -	Yes
K. Manne -	Yes	C. Yunker -	Absent
L. Mancuso -	Yes	M. Gray -	Yes
C. Kemp -	Yes		

The item was approved as presented.

**4.2 2026 County Funding Contract** – The 2026 County Funding Contract was included with Board materials. The term of the agreement is January 1, 2026 and will end on December 31, 2026. The funding will remain the same as the previous year's amount of \$233,513 plus an additional \$25,000 to be used for administration of a workforce development program.

This was recommended for approval by the Committee.

**K. Manne made a motion to approve the 2026 County Funding Contract 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 -	Absent
L. Mancuso -	Yes	M. Gray -	Yes
C. Kemp -	Yes		

The item was approved as presented.

**4.3 New York State Economic Development Council Sponsorship** – 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 engagement and project wins.

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

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

This was recommended for approval by the Committee.

**K. Manne made a motion to approve the 2026 NYSEDC Programs not to exceed \$10,000 as presented; the motion was seconded by M. Gray. Roll call resulted as follows:**

P. Battaglia -	Yes	P. Zelif -	Yes
K. Manne -	Yes	C. Yunker -	Absent

L. Mancuso – Yes                      M. Gray - Yes  
C. Kemp - Yes

**The item was approved as presented.**

**4.4 ECIDA Shared Services Contract** – The GCEDC has a shared services agreement with Erie County Industrial Development Agency (ECIDA) for on call IT support services. The GCEDC has 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 - \$720 antivirus software, \$2,700 ECIDA CRM Hosting and potential upgrades

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

**Board action request:** 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.

This was recommended for approval by the Committee.

**K. Manne made a motion to approve the contract with ECIDA for shared services, not to exceed \$8,420 as presented; the motion was seconded by C. Kemp. Roll call resulted as follows:**

P. Battaglia - Yes                      P. Zelfiff – Yes  
K. Manne - Yes                        C. Yunker - Absent  
L. Mancuso – Yes                      M. Gray - Yes  
C. Kemp - Yes

**The item was approved as presented.**

**4.5 Government Relations Services Contract – Ostroff** – 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 was included in the meeting materials. 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.

**Board Action Request:** Approval of the proposal with Ostroff.

This was recommended for approval by the Committee.

K. Manne made a motion to approve the proposal with Ostroff for government relations services, not to exceed \$60,000 as presented; the motion was seconded by P. Battaglia. Roll call resulted as follows:

P. Battaglia -	Yes	P. Zeff -	Yes
K. Manne -	Yes	C. Yunker -	Absent
L. Mancuso -	Yes	M. Gray -	Yes
C. Kemp -	Yes		

The item was approved as presented.

**4.6 Land Sale – Apple Tree Acres** – 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.

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

This was recommended for approval by the Committee.

K. Manne made a motion to approve the sale of two parcels not to exceed \$10,000 and to use DelPlato Casey Law Firm to complete the closing as presented; the motion was seconded by M. Gray. Roll call resulted as follows:

P. Battaglia -	Yes	P. Zeff -	Yes
K. Manne -	Yes	C. Yunker -	Absent
L. Mancuso -	Yes	M. Gray -	Yes
C. Kemp -	Yes		

The item was approved as presented.

**5.0 Governance & Nominating Committee – C. Yunker**

**5.1 GGLDC Board Member Appointment** – There is a vacancy on the GGLDC Board due M. Clattenburg's term end. The GCEDC Board is desirous of appointing K. Manne to fill this position and assume a 6-year term ending 6/30/29, coterminous with her appointment to the GCEDC Board.

**P. Battaglia made a motion to approve the appointment of K. Manne to the GGLDC Board; the motion was seconded by C. Kemp. Roll call resulted as follows:**

P. Battaglia -	Yes	P. Zelif -	Yes
K. Manne -	Yes	C. Yunker -	Absent
L. Mancuso -	Yes	M. Gray -	Yes
C. Kemp -	Yes		

**The item was approved as presented.**

**6.0 STAMP Committee – P. Zelif**

**6.1 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.

**Board Action Request:** Approval of the draft agreement for the payment of project evaluation expenses attached.

This item was recommended for approval by the Committee.

**P. Zelif made a motion to approve the draft agreement for the payment of project evaluation expense as presented; the motion was seconded by M. Gray. Roll call resulted as follows:**

P. Battaglia -	Yes	P. Zelif -	Yes
K. Manne -	Yes	C. Yunker -	Absent
L. Mancuso -	Yes	M. Gray -	Yes
C. Kemp -	Yes		

**The item was approved as presented.**

**6.2 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.

**Board Action Request:** Approval of the contracts for the consultants to perform the project evaluation to be reimbursed by the applicant.

This item was recommended for approval by the Committee.

**P. Zeliff made a motion to approve the contracts with CC Environment, CPL, and Philips Lytle for the project evaluation costs reimbursable by the applicant as presented; the motion was seconded by C. Kemp. Roll call resulted as follows:**

P. Battaglia -	Yes	P. Zeliff -	Yes
K. Manne -	Yes	C. Yunker -	Absent
L. Mancuso -	Yes	M. Gray -	Yes
C. Kemp -	Yes		

**The item was approved as presented.**

**6.3 Cost Reimbursement – 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.

**Board Action Request:** Approval to fund the CRA for an additional \$1,000,000.

This item was recommended for approval by the Committee.

**P. Zeliff made a motion to approve funding the CRA for an additional \$1,000,000 as presented; the motion was seconded by K. Manne. Roll call resulted as follows:**

P. Battaglia -	Yes	P. Zeliff -	Yes
K. Manne -	Yes	C. Yunker -	Absent
L. Mancuso -	Yes	M. Gray -	Yes
C. Kemp -	Yes		

**The item was approved as presented.**

**6.4 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.

**Board Action Request:** Approval of the change order.

This item was recommended for approval by the Committee.

**P. Zeliff made a motion to approve the change order with O’Connell as presented; the motion was seconded by C. Kemp. Roll call resulted as follows:**

P. Battaglia -	Yes	P. Zeliff -	Yes
K. Manne -	Yes	C. Yunker -	Absent
L. Mancuso -	Yes	M. Gray -	Yes
C. Kemp -	Yes		

**The item was approved as presented.**

**6.5 Bellwether Advisors, LLC Consulting Contract Extension** – M. Masse reported that GCEDC currently has an agreement with Bellwether Advisors, LLC, which is assisting with information requested by New York State related to completion of the \$56 million grant and MWBE requirements. He noted that a prior contract with Bellwether Advisors, LLC in 2024 included a not-to-exceed amount of \$5,000. Based on satisfactory performance and results, he requested approval for an additional not-to-exceed amount of \$15,000.

L. Farrell stated that the previously approved amount was intended to evaluate the firm’s services, as this type of service had not been utilized previously. She further confirmed that the additional funds requested are within the budgeted amount allocated for this type of expenditure.

**P. Zeliff made a motion to approve the Consulting Contract Extension with Bellwether Advisors, LLC not to exceed \$15,000 as presented; the motion was seconded by P. Battaglia. Roll call resulted as follows:**

P. Battaglia -	Yes	P. Zeliff -	Yes
K. Manne -	Yes	C. Yunker -	Absent
L. Mancuso -	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, K. Manne made a motion to adjourn at 4:30 p.m., which was seconded by P. Battaglia and passed unanimously

**Customer Information**

<b>Potential Customer:</b>	STREAM U.S. Data Centers, LLC	<b>Opportunity Type:</b>	Attraction
<b>Project Street Address:</b>	Approx. 6695-6501 and 6840 Crosby Road	<b>Opportunity Product:</b>	Property Sales & Mortgage Recording Taxes Only
<b>City/Town/Village:</b>	Town of Alabama	<b>Type of Project:</b>	Attraction
<b>Project Description:</b>	2026 Project Double Reed	<b>New Jobs:</b>	125
<b>Total Capital Investment:</b>	\$11,181,000,000	<b>Retained Jobs:</b>	N/A
<b>Incentive Amount:</b>	\$774,004,877	<b>School District:</b>	Oakfield-Alabama
<b>Benefited Amount:</b>	\$11,181,000,000	<b>PILOT Applicable:</b>	N/A - See Below

**Project Information**

<b>Organization:</b>	GCEDC		
<b>Opportunity Source:</b>	Direct/Personal Contact	<b>Date of Public Hearing:</b>	TBD
<b>Initial Acceptance Date:</b>	2/5/26	<b>Inducement Date:</b>	TBD

**Opportunity Summary:** The proposed project involves the development on approximately 130-acres within the Genesee County Science Technology and Advanced Manufacturing Park (STAMP) in the Town of Alabama, Genesee County, New York. The proposed project will include 90 acres of permanent development; 60 acres on the North Campus and 30 acres on the South Campus. These areas include an approximately 2,200,000 square-foot data center campus, housing three (3) two-story buildings. An additional 40 acres will be utilized as temporary construction logistics areas in support of the project.

The proposed project has an estimated investment of \$11,181,000,000 and would create 125 new jobs in addition to significant construction jobs.

The proposed 30-year PILOT/Host schedule would contribute \$285,040,331 in revenues to the County of Genesee, Town of Alabama, and the Oakfield-Alabama Central School District. Proposed PILOT/Host payments are 115% of the estimated assessed value of the project with a 2% annual escalator.

The project is requesting assistance from the GCEDC with a sales tax exemption estimated at \$769,488,000 and a mortgage tax exemption estimated at \$31,227,000.

In addition, the proposed project would invest \$50,000,000 into electrical infrastructure and generate an estimated \$18,000,000 in annual local and state sales tax revenues on electrical usage.

**Economic Impact:** The draft fiscal impacts (discounted value) on Local Benefits totals \$2,543,991,184 (\$1,978,524,348 in payroll and \$565,466,836 to the public in tax revenues).

See attached MRB Cost Benefit Calculator.

For every \$1 of public benefit the company is investing \$7 into the local economy.

**Project Detail (Total Capital Investment)**

<b>Building Cost (Construction):</b>	\$3,381,000,000
<b>Equipment (Taxable):</b>	\$7,590,000,000
<b>Land and Building:</b>	210,000,000
<b>Total Capital Investment:</b>	\$11,181,000,000

**Estimated Benefits Provided**

<b>Sales Tax Exempt:</b>	\$769,488,000
<b>Mortgage Tax Exempt:</b>	\$31,227,000
<b>Property Tax Exempt:</b>	-\$26,760,123
<b>Total Estimated Tax Incentives Provided:</b>	\$774,004,877
<b>Total Amount Finance:</b>	\$3,122,700,000

**DRAFT**

MRB Cost Benefit Calculator

Genesee County Industrial Development Agency

Date   
 Project Title   
 Project Location

Construction Phase - Project Assumptions

**Project Costs**

Enter total project costs:   
 Local Construction Spending\*   
 % of locally sourced materials and labor  
 In-region construction spending

Construction Economic Impacts

Industry	NAICS	% of Total Investment	Investment by Type
Industrial Building Construction	236210	100%	\$3,381,000,001
[Not Applicable]	0		\$0
[Not Applicable]	0		\$0
		100%	\$3,381,000,001

*Most projects will only have one line related to construction type.*

Operation Phase - Project Assumptions

Jobs and Earnings from Operations

*NAICS Lookup*

Year 1 - Enter NAICS	NAICS	Count	Per Job Annual Earnings	Total Earnings
Data Processing, Hosting, and Related Serv	518210	125	\$88,461	\$11,057,625
0				\$0
0				\$0
0				\$0
0				\$0
0				\$0
<b>Total</b>		125		\$11,057,625

Year 2	NAICS	Count	Per Job Annual Earnings	Total Earnings
Data Processing, Hosting, and Related Serv	518210	125	\$88,461	\$11,057,625
0	0			\$0
0	0			\$0
0	0			\$0
0	0			\$0
0	0			\$0
<b>Total</b>		125		\$11,057,625

Year 3+ (Full Employment)	NAICS	Count	Per Job Annual Earnings	Total Earnings
Data Processing, Hosting, and Related Serv	518210	125	\$88,461	\$11,057,625
0	0			\$0
0	0			\$0
0	0			\$0
0	0			\$0
0	0			\$0
<b>Total</b>		125		\$11,057,625

Fiscal Impact Assumptions

Estimated Costs of Incentives

Sales Tax Exemption	%	Value	PILOT Term (Years)	<input type="text" value="30"/>
Local Sales Tax Rate	4.00%	\$769,488,000	Escalation Factor	<input type="text" value="0%"/>
State Sales Tax Rate	4.00%	\$384,744,000	Discount Factor	<input type="text" value="2%"/>
Mortgage Recording Tax Exemption		\$31,227,000		
Local	0.50%	\$15,613,500		
State	0.50%	\$15,613,500		
<b>Total Costs</b>		<b>\$773,954,877</b>	<i>Includes PILOT exemption, calculated below</i>	

3.1

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## Genesee County Industrial Development Agency MRB Cost Benefit Calculator

Date 1.30.26  
Project Title Project Double Reed - 500MW  
Project Location STAMP



### Economic Impacts

Summary of Economic Impacts over the Life of the PILOT

Project Total Investment

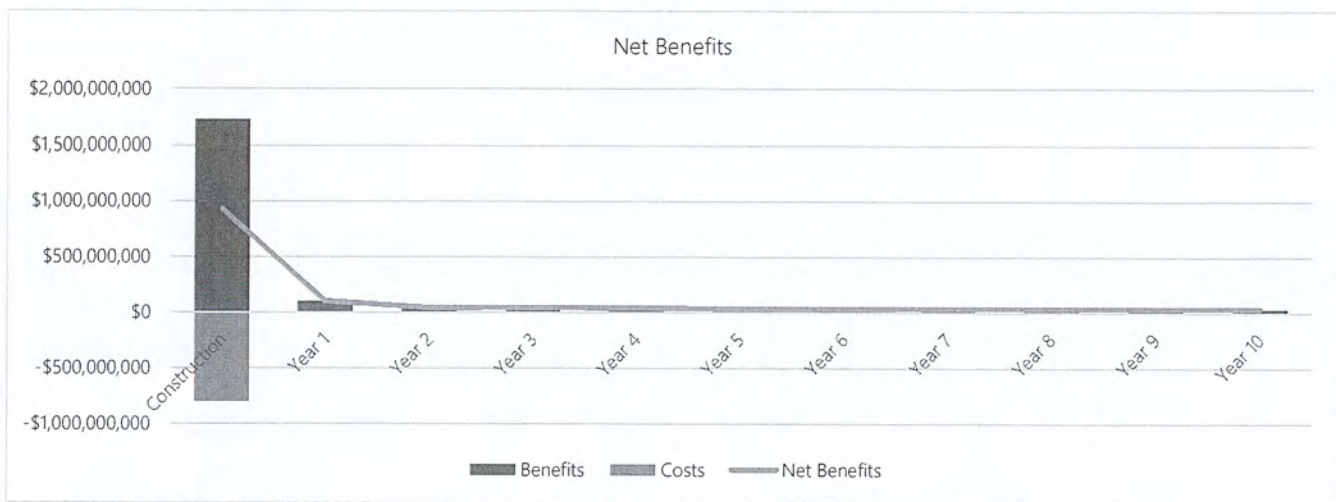
\$11,180,000,000

Temporary (Construction)			
	Direct	Indirect	Total
Jobs	16,602	4,887	21,489
Earnings	\$1,398,167,837	\$234,611,418	\$1,632,779,254
Local Spend	\$3,381,000,001	\$841,926,822	\$4,222,926,822

Ongoing (Operations) Aggregate over life of the PILOT			
	Direct	Indirect	Total
Jobs	125	47	172
Earnings	\$331,728,750	\$131,395,998	\$463,124,748

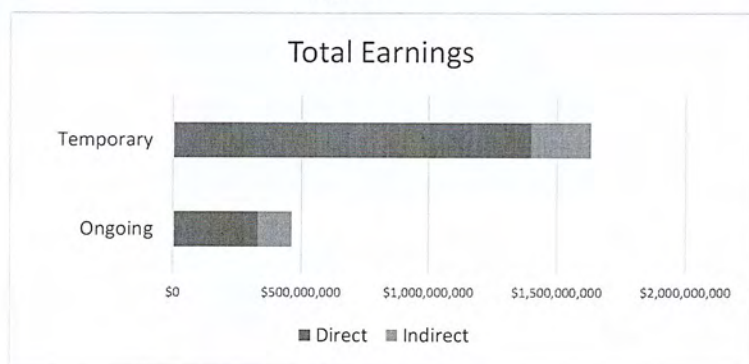
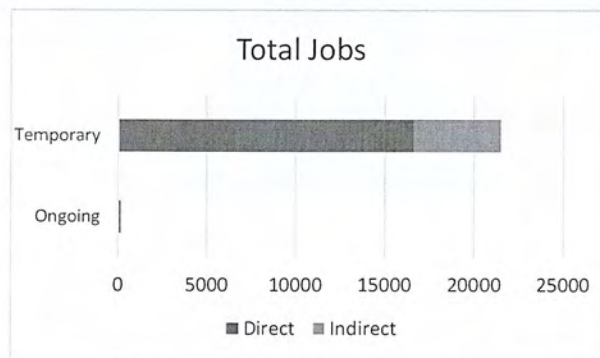
Figure 1



Net Benefits chart will always display construction through year 10, irrespective of the length of the PILOT.

Figure 2

Figure 3



3.1

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## Fiscal Impacts

### Estimated Costs of Exemptions

	Nominal Value	Discounted Value*
Property Tax Exemption	-\$26,760,123	-\$19,725,173
Sales Tax Exemption	\$769,488,000	\$769,488,000
Local Sales Tax Exemption	\$384,744,000	\$384,744,000
State Sales Tax Exemption	\$384,744,000	\$384,744,000
Mortgage Recording Tax Exemption	\$31,227,000	\$31,227,000
Local Mortgage Recording Tax Exemption	\$15,613,500	\$15,613,500
State Mortgage Recording Tax Exemption	\$15,613,500	\$15,613,500
<b>Total Costs</b>	<b>\$773,954,877</b>	<b>\$780,989,827</b>

### State and Local Benefits

	Nominal Value	Discounted Value*
<b>Local Benefits</b>	<b>\$2,824,238,525</b>	<b>\$2,543,991,184</b>
<b>To Private Individuals</b>	<b>\$2,095,904,002</b>	<b>\$1,978,524,348</b>
Temporary Payroll	\$1,632,779,254	\$1,632,779,254
Ongoing Payroll	\$463,124,748	\$345,745,094
Other Payments to Private Individuals	\$0	\$0
<b>To the Public</b>	<b>\$728,334,523</b>	<b>\$565,466,836</b>
Increase in Property Tax Revenue	\$285,040,331	\$206,653,588
Temporary Jobs - Sales Tax Revenue	\$11,429,455	\$11,429,455
Ongoing Jobs - Sales Tax Revenue	\$3,241,873	\$2,420,216
Other Local Municipal Revenue	\$428,622,864	\$344,963,577
<b>State Benefits</b>	<b>\$108,987,008</b>	<b>\$102,883,266</b>
<b>To the Public</b>	<b>\$108,987,008</b>	<b>\$102,883,266</b>
Temporary Income Tax Revenue	\$73,475,066	\$73,475,066
Ongoing Income Tax Revenue	\$20,840,614	\$15,558,529
Temporary Jobs - Sales Tax Revenue	\$11,429,455	\$11,429,455
Ongoing Jobs - Sales Tax Revenue	\$3,241,873	\$2,420,216
<b>Total Benefits to State &amp; Region</b>	<b>\$2,933,225,533</b>	<b>\$2,646,874,450</b>

### Benefit to Cost Ratio

	Benefit*	Cost*	Ratio
Local	\$2,543,991,184	\$380,632,327	7:1
State	\$102,883,266	\$400,357,500	:1
<b>Grand Total</b>	<b>\$2,646,874,450</b>	<b>\$780,989,827</b>	<b>3:1</b>

\*Discounted at 2%

### Additional Comments from IDA

Other Local Municipal Revenues are calculated based on the following: The project's \$50 million substation investment, incentive zoning revenues to Town of Alabama, fire district fees, estimated local sales tax revenue on electricity, reinvestment of land sale and agency fees. PILOT/Host payments are not included. See page 3. These revenues are estimated at \$285.0 million, including \$26.7 million from project generating revenues in excess of values from 100% property assessment. Economic impact modeling software does not enable reference to estimated state sales tax revenue on electricity. These total \$270 million over 30 years. Therefore, the total State Benefits are \$372,883,266 and the total State and Local Benefits are \$2,916,874,450.

Does the IDA believe that the project can be accomplished in a timely fashion?      yes

3.1

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**INITIAL RESOLUTION**  
*(Stream U.S. Data Centers, L.L.C. Project)*

A regular meeting of the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center was convened on Thursday, February 5, 2026.

The following resolution was duly offered and seconded, to wit:

Resolution No. 02/2026 - \_\_\_\_\_

RESOLUTION OF THE GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY D/B/A GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER (THE "AGENCY") (i) ACCEPTING AN APPLICATION OF STREAM U.S. DATA CENTERS, L.L.C. WITH RESPECT TO A CERTAIN PROJECT (AS DEFINED BELOW, THE "PROJECT"), (ii) AUTHORIZING A PUBLIC HEARING WITH RESPECT TO THE PROJECT, AND (iii) DESCRIBING THE FORMS OF FINANCIAL ASSISTANCE BEING CONTEMPLATED BY THE AGENCY WITH RESPECT TO THE PROJECT.

WHEREAS, by Title 1 of Article 18-A of the General Municipal Law of the State of New York, as amended, and Chapter 565 of the Laws of 1970 of the State of New York, as amended (hereinafter collectively called the "Act"), the **GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY d/b/a GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER** (the "Agency") was created with the authority and power to own, lease and sell property for the purpose of, among other things, acquiring, constructing and equipping industrial, manufacturing and commercial facilities as authorized by the Act; and

WHEREAS, **STREAM U.S. DATA CENTERS, L.L.C.**, for itself or on behalf of an entity or entities formed or to be formed by it or on its behalf (the "Company") has submitted an application (the "Application") to the Agency, a copy of which is on file with the Agency, requesting the Agency's assistance with respect to a certain project (the "Project") consisting of: (i) the acquisition by the Agency of a leasehold or other interest in certain property located on or at Crosby Road, 6596 Crosby Road and 6608 Crosby Road, each in the Town of Alabama, Genesee County, New York and all other lands in the Town of Alabama where, by license, lease, easement or other agreement, the Company or its designees are making improvements that benefit the Project (the "Land"; being more particularly identified as all or a portion of tax parcel Nos. 10.-1-42.2, 10.-1-41, 10.-1-8, 10.-1-9, 10.-1-10, 10.-1-4.2, 10.-1-3, 10.-1-4.112 and 10.-1-7); (ii) the planning, design, construction and leasing of three (3) buildings totaling approximately 2,200,000 square feet to be developed into certain data processing related space, along with utility and site improvements, parking lots, access and egress improvements, signage, curbage, landscaping and stormwater retention and related improvements (collectively, the "Improvements"); and (iii) the acquisition by the Company in and around the Improvements of certain items of machinery, equipment and other tangible personal property (the "Equipment"; and, together with the Land and the Improvements, the "Facility"); and

WHEREAS, pursuant to Article 18-A of the Act, the Agency desires to adopt a resolution describing the Project and the Financial Assistance (as defined below) that the Agency is contemplating with respect to the Project; and

WHEREAS, any approval of the Project is contingent upon, among other things, a final determination by the members of the Agency to proceed with the Project following determinations by the Agency that: (A) the public hearing and notice requirements and other procedural requirements contained in the Act relating to the Project and the Financial Assistance have been satisfied; and (B) the undertaking of the Project by the Agency and the granting of the Financial Assistance are and will be in compliance with all other applicable requirements of the Act, Article 8 of the Environmental Conservation Law (the "SEQR Act") and the regulations adopted pursuant thereto (the "Regulations" and together with the SEQR Act, collectively, "SEQRA"), and all other statutes, codes, laws, rules and regulations of any governmental authority having jurisdiction over the Project or the Project Facility (collectively, the "Applicable Laws"); and

WHEREAS, although a resolution authorizing the undertaking of the Project has not yet been submitted for approval by the Agency, the Agency desires to hold a public hearing with respect to the Application with respect to the Company's requested Financial Assistance to the Company in the form of (a) a sales and use tax exemption for purchases and rentals related to the acquisition, construction, reconstruction, renovation and equipping of the Facility, and (b) a partial real property tax abatement structured through a proposed tax agreement ("The Tax Agreement") and (c) a mortgage recording tax exemption as authorized by the laws of New York State (collectively, the "Financial Assistance").

WHEREAS, the Agency acknowledges that the Company proposes to negotiate and enter into certain host community benefit agreements with Genesee County (the "County"), the Town of Alabama (the "Town") and the Oakfield-Alabama Central School District (the "School"; and, together with the County and the Town, the "Affected Tax Jurisdictions").

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

Section 1. The Company has presented an Application in a form acceptable to the Agency. Based upon the representations made by the Company to the Agency in the Application, the Agency hereby finds and determines that:

(A) By virtue of the Act, the Agency has been vested with all powers necessary and convenient to carry out and effectuate the purposes and provisions of the Act and to exercise all powers granted to it under the Act; and

(B) The Agency has the authority to take the actions contemplated herein under the Act; and

Section 2. The Agency is hereby authorized to conduct a public hearing in compliance with the Act.

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

Section 4. These Resolutions shall take effect immediately.

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

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

The Resolutions were thereupon duly adopted.

**CERTIFICATION**  
*(Stream U.S. Data Centers, L.L.C. Project)*

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

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

That I have compared the annexed extract of minutes of the meeting of the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center (the "Agency"), including the resolution contained therein, held on February 5, 2026, with the original thereof on file at the Agency's office, and that the same is a true and correct copy of the proceedings of the Agency and of such resolution set forth therein and of the whole of said original insofar as the same related to the subject matters therein referred to.

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

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

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

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

\_\_\_\_\_  
Secretary

# GCEDC president sounds off on data center misconceptions

By MIKE PETTINELLA For The Daily News

Jan 17, 2026

1 of 2



A rendering shows the proposed STREAM data center in the town of Alabama. President and CEO Mark Masse of the GCEDC says many people are reporting misinformation about how much water would be used by the facility, and other details.

Courtesy of the Genesee County Economic Development Center.



BATAVIA — Water, sewer, electricity.

According to the president of the Genesee County Economic Development Center, those are the three major topics that need clarification when it comes to the potential operation of a 2.2-million-square-foot, 500-megawatt data center at the Western New York Science & Technology Advanced Manufacturing Park in the town of Alabama.

Mark Masse said many people are reporting misinformation about how much water will be used by the data center, dubbed Project Double Reed, as well as the details and expense involved in the pumping of wastewater and electricity usage.

“We’re just looking to correct the facts about what’s going on (with this project),” Masse said on Friday afternoon.

## Water: 20,000 gallons per day

Masse said that contrary to what “people are saying,” the application submitted by STREAM U.S. Data Centers of Dallas, Texas, “is only going to utilize 20,000 gallons per day of water.”

“That water will be provided by the current municipal system connection. And the (Genesee) county has an overall master plan for all water users within the county, and they have allocated 200,000 gallons per day to STAMP,” he said. “So, that water is already accounted for in the county system and the county usage.”

Masse said in the case of an “outside need or non-STAMP emergency” where more water is required, that would be supplied by an on-site water tank that can hold 50,000 gallons and can provide 10 days of backup water for both Edwards Vacuum and the data center combined.

“People still seem to be putting it that out there that you’re going to go to turn on your faucet and it’s not going to work and all this other stuff, but obviously everything’s been accounted for in the allocation and within the site itself as part of our overall planning where it should not affect anything,” he added.

When asked if that level of water usage was typical for data centers, Masse replied that it depends upon how the servers are cooled.

“Some data centers use water to cool their servers — and that’s where they have the giant water towers outside the facilities,” he said. “Those are the ones that are super noisy; those are the ones that use high amounts of water because they’re basically running water through the facility close to the

servers to absorb the heat.”

Project Double Reed will be using an air-cooled system where there isn't the constant demand for water, he said.

“They'll have a closed-loop system that is installed with water to begin with but then they don't need any more,” he explained.

## Sewer: Village of Oakfield in key role

Masse said an agreement to use the Oakfield sewer plant is a win-win for STAMP and the residents of the village.

“The village recently received their updated permit from the DEC (New York State Department of Environmental Conservation) that is requiring additional improvements to the plant, specifically treatment for phosphorus,” he said. “As part of our agreement, the GCEDC is going to cover the cost of those improvements. By doing that, we are basically alleviating that cost for all of the residents of the village of Oakfield.”

Masse said he is perplexed by any controversy over sewer operations.

“Everybody's upset about pumping sewer but, I mean, sewer is pumped all over cities and communities. I don't understand why it's that big of an issue.”

When asked about the cost of the sewer plant improvements, Masse said the GCEDC is prepared to pay around \$4 million of the \$56 million it has received in state grants.

“People will say that those are our tax dollars,” he added. “Well, definitely. Would you rather have them spent here locally or have them spent somewhere else in New York? And those dollars are going to go and improve municipal infrastructure to help the residents.”

## Electricity: Costs not passed on to consumers

Worried about blackouts and brownouts? Masse said that won't happen.

“It's not going to occur. We have spent the better part of five years going through studies with the New York Independent System Operators ... and they manage the overall grid,” he said. “Those studies were done to determine if we were to draw down 600 megawatts of power off of the system,

would it cause any issues?”

He said results show that after the first 300 megawatts, no issues; after the second 300 megawatts it would require small improvements to a RG&E substation in the Rochester area.

“When that’s done, there will be no issues. The grid will be able to run effectively,” he said.

Any future improvements, including all of the electrical infrastructure at STAMP, its 600-megawatt substation and any transmission lines, will be paid for by the GCEDC or STREAM U.S., Masse said.

“None of those costs would be passed on to any of the electrical rate payers in the system. National Grid doesn’t allow it. They have a rate case every year, and they cannot pass those capital costs onto the rate payers,” he noted.

Masse said costs for the substation and related equipment could reach \$100 million and that Plug Power, the green hydrogen producer that has backed out of locating at STAMP, has “paid a chunk of that.”

“And then we obviously, we have our contracts. We have \$40 million for the contracts that I believe were awarded to O’Connell Electric to complete construction (of the substation).”

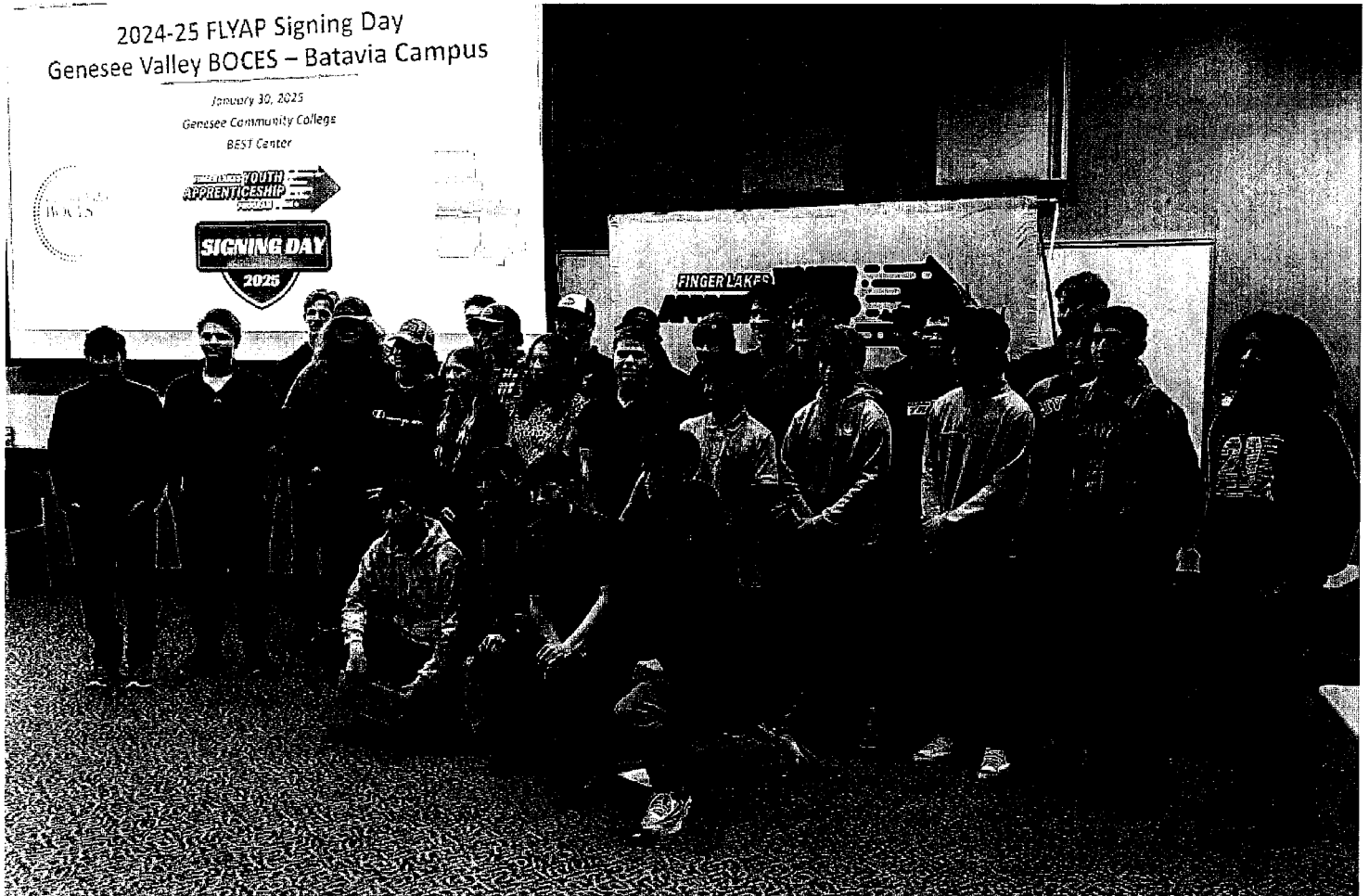
Masse previously said he expects STREAM U.S. to submit a formal request for financial incentives in time for the GCEDC’s February meeting and, if all goes according to plan, the application will be ready for a final approval vote by the GCEDC board by April.

In related developments, the GCEDC board, at its monthly meeting on Thursday, approved the following resolutions:

- An agreement with STREAM U.S. to have the data center developer cover the costs incurred by the GCEDC for any and all reviews of Project Double Reed, including out-of-pocket costs to review and consider the application. Contracts (and estimated costs) with CC Environment and Planning, \$4,600; CPL Engineering, \$25,000, and Phillips Lytle LLP law firm, \$120,400, are part of the agreement.
- Acceptance of Genesee County’s 2026 funding commitment of \$233,513 for the agency and an additional \$25,000 for the administration of its workforce development program.

# Coach's Corner: Matching Talent to Opportunity is Key

aka January 25, 2026 GLOW region



It's impressive to see how leaders like Head Football Coach Curt Cignetti at Indiana have responded to a new environment in college sports and brought unique talent together for a National Championship.

The ability of college athletes to easily, frequently and successfully move from one team and college to another make my head spin.

I played high school and college football in a different era. My teammates and opponents were consistent in a way that is impossible to achieve now. Our coaches, and those at the top level of college football, had to evaluate the talent they had in hand, and make it work. There weren't million-dollar funds available to acquire a future Heisman winner midway through their college career.

But I'm not opposed to change. In many ways, what we saw in the College Football Playoff was exactly what's happening in workforce development through opportunities like the Finger Lakes Youth Apprenticeship Program (FLYAP).

FLYAP gives students in Genesee Valley BOCES career and technical education programs the opportunity to get recruited and make decisions on where they'd like to try out a professional role. And like a star college football player they have the freedom to make choices based on their experiences.

The difference is that all of these choices can be made before high school graduation!

Coming on January 28th, the FLYAP signing day celebration is back for the fourth consecutive year. In an NFL draft-style format, students will be announced as first-round draft picks and sign-on with local companies as they embark on internships and paid co-ops in manufacturing and skilled trades.

I'm confident that these students will succeed because their talent is recognized early by our companies and organizations like the Rochester Technology Manufacturers Association, who lead FLYAP.

And more students will continue to be rewarded with these opportunities because of a deep base of supporters. Think of us like the NIL Collective that funded Indiana's rise in college football – we have a goal and put our efforts behind it.

Over 4,000 participants benefited from our partners in workforce development and career exploration programs I tracked in 2025. The energy of our workforce partners throughout the years has inspired and prepared a workforce development ecosystem that produces real results.

Year after year, students who participate in these programs graduate high school with career-readiness certificates, gain hours of valuable apprenticeship training, and dozens of connections to healthcare, manufacturing, skilled trades and agriculture opportunities.

If you're interested, there's still time to enroll in one of our workforce development programs, which successfully link students to in-demand careers right out of school.

We can put you on a fast track with a local company in a career that allows you to grow and provides immediate placement after graduation, starting your career debt-free and workforce-ready.

To learn more or sign up for the Finger Lakes Youth Apprenticeship Program or any other local workforce opportunities, contact me at 585-343-4866 or [csuozzi@gcedc.com](mailto:csuozzi@gcedc.com) or visit [www.gcedc.com/careerchecklist](http://www.gcedc.com/careerchecklist).



– Coach SwazZ

Chris Suozzi is the Executive Vice President, Business & Workforce Development of the Genesee County Economic Development Center.

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

DRAFT

	<u>12/31/25</u>	<u>11/30/25</u>	[Per Audit] <u>12/31/24</u>
<b>ASSETS:</b>			
Cash - Unrestricted (1)	\$ 11,842,123	\$ 11,739,951	\$ 11,476,689
Cash - Restricted (A) (2)	16,905,846	19,928,018	44,694,211
Cash - Reserved (B) (3)	6,944,779	7,227,450	5,317,168
Cash - Subtotal	<u>35,692,748</u>	<u>38,895,419</u>	<u>61,488,068</u>
Grants Receivable (4)	566,823	566,323	169,266
Accounts Receivable - Current (5)	798,700	844,626	387,753
Interest Receivable	56,170	22,848	70,521
Deposits (6)	192,074	192,074	218,152
Prepaid Expense(s) (7)	41,207	58,845	38,286
Loans Receivable - Current	54,302	55,831	62,739
<b>Total Current Assets</b>	<b><u>37,402,024</u></b>	<b><u>40,635,966</u></b>	<b><u>62,434,785</u></b>
Land Held for Dev. & Resale (8)	57,121,114	51,716,216	28,685,435
Furniture, Fixtures & Equipment	71,257	71,257	71,257
Total Property, Plant & Equip.	<u>57,192,371</u>	<u>51,787,473</u>	<u>28,756,692</u>
Less Accumulated Depreciation	(71,148)	(71,094)	(70,493)
<b>Net Property, Plant &amp; Equip.</b>	<b><u>57,121,223</u></b>	<b><u>51,716,379</u></b>	<b><u>28,686,199</u></b>
Accounts Receivable- Noncurrent (9)	3,775,000	3,775,000	4,150,000
Loans Receivable- Noncurrent (Net of \$47,429 Allow. for Bad Debt)	54,224	58,629	113,896
Right to Use Assets, Net of Accumulated Amortization	5,605	5,605	5,605
<b>Other Assets</b>	<b><u>3,834,829</u></b>	<b><u>3,839,234</u></b>	<b><u>4,269,501</u></b>
<b>TOTAL ASSETS</b>	<b><u>98,358,076</u></b>	<b><u>96,191,579</u></b>	<b><u>95,390,485</u></b>
<b>DEFERRED OUTFLOWS OF RESOURCES</b>			
Deferred Pension Outflows (15)	374,100	374,100	374,100
<b>Deferred Outflows of Resources</b>	<b><u>374,100</u></b>	<b><u>374,100</u></b>	<b><u>374,100</u></b>
<b>LIABILITIES:</b>			
Accounts Payable (10)	2,273,443	77,599	3,710,216
Loan Payable - Genesee County - Current (11)	335,000	335,000	325,000
Accrued Expenses	-	158	32,116
Lease Payable	5,604	5,604	5,604
Customer Deposits (12)	43,217	60,600	68,387
Unearned Revenue (13)	14,148,762	18,617,547	40,179,526
<b>Total Current Liabilities</b>	<b><u>16,806,026</u></b>	<b><u>19,096,508</u></b>	<b><u>44,320,849</u></b>
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
<b>Total Noncurrent Liabilities</b>	<b><u>7,402,568</u></b>	<b><u>7,402,568</u></b>	<b><u>7,737,568</u></b>
<b>TOTAL LIABILITIES</b>	<b><u>24,208,594</u></b>	<b><u>26,499,076</u></b>	<b><u>52,058,417</u></b>
<b>DEFERRED INFLOWS OF RESOURCES</b>			
Deferred Pension Inflows (15)	194,200	194,200	194,200
<b>Deferred Inflows of Resources</b>	<b><u>194,200</u></b>	<b><u>194,200</u></b>	<b><u>194,200</u></b>
<b>NET ASSETS</b>	<b><u>\$ 74,329,382</u></b>	<b><u>\$ 69,872,403</u></b>	<b><u>\$ 43,511,968</u></b>

**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 - 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, cyber, D&O, NYS disability.
  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 - 2025 expenses that will be paid in 2026.
  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 - Batavia Home Fund contribution from MedTech Landing; 2026 project administration fees received in advance; 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.
- (A) Restricted Cash = Customer Deposits, BP2 Funds, GAIN! Loan Funds, Municipal Funds, Grant Funds Received in Advance, Batavia Home Funds.  
(B) Reserved Cash = FAST NY Grant Matching Funds, Workforce Dev Funds, CBA Funds.

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

**DRAFT**

	YTD				2025	2025
	12/31/25		12/31/24		Board Appr.	YTD %
			2025	2024	Budget	of Budget
<b>Operating Revenues:</b>						
Genesee County	\$ 19,459	\$ 19,463	\$ 233,509	\$ 233,513	\$ 233,513	100%
Genesee County - WFD	2,083	2,086	24,997	25,000	25,000	100%
Fees - Projects (1)	-	13,117	5,125,475	10,394,300	493,000	1040%
Fees - Services	7,309	7,350	87,709	88,168	87,713	100%
Interest Income on Loans	139	191	1,961	1,919	1,036	189%
Rent	1,500	13,434	34,683	28,163	22,123	157%
Common Area Fees - Parks	-	-	2,814	803	824	342%
Grants (2)	4,524,931	4,331,822	27,284,456	5,977,683	51,578,018	53%
GGLDC Grant - Econ. Dev. Program Support	25,000	25,000	300,000	300,000	300,000	100%
GCFC Grant - Econ. Dev. Program Support	100,000	-	100,000	-	-	N/A
Land Sale Proceeds	-	-	-	1,390,000	-	N/A
BP <sup>2</sup> Revenue	-	-	35,829	27,648	31,177	115%
Other Revenue (3)	110,014	100,954	330,532	111,888	62,662	527%
<b>Total Operating Revenues</b>	<b>4,790,435</b>	<b>4,513,417</b>	<b>33,561,965</b>	<b>18,579,085</b>	<b>52,835,066</b>	<b>64%</b>
<b>Operating Expenses</b>						
General & Admin	173,117	138,692	1,551,883	2,113,746	1,681,035	92%
Professional Services (4)	138,094	116,720	380,689	215,953	219,362	174%
Site Maintenance/Repairs	20,993	11,658	42,229	53,125	45,500	93%
Property Taxes/Special District Fees	-	-	3,873	4,130	4,470	87%
BP <sup>2</sup> Expense	-	-	-	-	-	N/A
PIF Expense	17,186	-	245,122	177,366	199,465	123%
Grant Expense - Batavia Home Fund	-	-	10,000	10,150	-	N/A
CBA Pass Through	-	-	-	-	-	N/A
Site Development Expense (5)	40,863	515,275	1,241,213	678,225	25,012,915	5.0%
Cost of Land Sales	-	-	-	465,964	-	N/A
Lease Expense	-	27,260	-	27,260	-	N/A
Real Estate Development (6)	5,404,898	3,999,670	28,435,678	4,981,008	30,887,585	92%
Balance Sheet Absorption	(5,404,898)	(3,999,670)	(28,435,678)	(4,981,008)	-	N/A
<b>Total Operating Expenses</b>	<b>390,253</b>	<b>809,605</b>	<b>3,475,009</b>	<b>3,745,919</b>	<b>58,050,332</b>	<b>6%</b>
<b>Operating Revenue (Expense)</b>	<b>4,400,182</b>	<b>3,703,812</b>	<b>30,086,956</b>	<b>14,833,166</b>	<b>(5,215,266)</b>	
<b>Non-Operating Revenue</b>						
Other Interest Income	56,797	35,922	730,458	571,365	173,000	422%
<b>Total Non-Operating Revenue</b>	<b>56,797</b>	<b>35,922</b>	<b>730,458</b>	<b>571,365</b>	<b>173,000</b>	<b>422%</b>
<b>Change in Net Assets</b>	<b>4,456,979</b>	<b>3,739,734</b>	<b>30,817,414</b>	<b>15,404,531</b>	<b>\$ (5,042,266)</b>	
<b>Net Assets - Beginning</b>	<b>69,872,403</b>	<b>39,772,234</b>	<b>43,511,968</b>	<b>28,107,437</b>		
<b>Net Assets - Ending</b>	<b>\$ 74,329,382</b>	<b>\$ 43,511,968</b>	<b>\$ 74,329,382</b>	<b>\$ 43,511,968</b>		

**Significant Events:**

1. 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.
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 S33M, S8M and FAST NY Grants support STAMP engineering, environmental, legal, infrastructure, etc.
3. Other Revenue YTD - Local labor reporting and data center review deposits covered by participating projects, misc.
4. Professional Services - Legal and consulting services for the data center review, local labor requirements, government relations, audits, and other related matters.
5. 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.
6. Real Estate Development Costs YTD - STAMP development costs.

**Genesee County Economic Development Center**  
**December UNAUDITED 2025 Dashboard**  
**Statement of Cash Flows**

DRAFT

	12/31/25	YTD
<b>CASH FLOWS USED BY OPERATING ACTIVITIES:</b>		
Genesee County	\$ -	\$ 258,506
Fees - Projects	10,000	5,089,580
Fees - Services	21,928	87,712
Interest Income on Loans	139	2,003
Rent	1,500	46,617
Common Area Fees - Parks	-	2,814
Grants	50,002	750,894
BP <sup>2</sup> Revenue	-	35,829
GGLDC Grant - Economic Development Program Support	75,000	300,000
GCFC Grant - Economic Development Program Support	100,000	100,000
Other Revenue	110,014	330,532
Repayment of Loans	5,934	68,109
Customer Deposit	-	80,994
General & Admin Expense	(148,723)	(1,578,217)
Professional Services	(135,297)	(543,371)
Site Maintenance/Repairs	(20,993)	(52,650)
Site Development	(40,863)	(1,409,556)
Property Taxes/Special District Fees	-	(3,873)
Grant Expense	-	(10,000)
PIF Expense	-	(227,936)
Deposit Paid	-	(543,481)
Improv/Additions/Adj to Land Held for Development & Resale	(3,282,617)	(28,936,800)
Net Cash Used By Operating Activities	(3,253,976)	(26,152,294)
<b>CASH FLOWS USED BY NONCAPITAL FINANCING ACTIVITIES:</b>		
Principal Payments on Loan	-	(325,000)
Net Cash Used By Noncapital Financing Activities	-	(325,000)
<b>CASH FLOWS PROVIDED BY INVESTING ACTIVITIES:</b>		
Interest Income (Net of Remittance to ESD)	51,305	681,974
Net Change in Cash	(3,202,671)	(25,795,320)
Cash - Beginning of Period	38,895,419	61,488,068
Cash - End of Period	\$ 35,692,748	\$ 35,692,748
<b>RECONCILIATION OF NET OPERATING REVENUE TO NET CASH USED BY OPERATING ACTIVITIES:</b>		
Operating Revenue	\$ 4,400,182	\$ 30,086,956
Depreciation Expense	54	655
(Increase) Decrease in Operating Accounts/Grants Receivable	45,426	(433,504)
Decrease in Deposits	-	26,078
(Increase) Decrease in Prepaid Expenses	17,638	(2,921)
Decrease in Loans Receivable	5,934	68,109
Increase in Land Held for Development & Resale	(5,404,898)	(28,435,679)
Increase (Decrease) in Operating Accounts Payable	2,168,014	(1,373,938)
Decrease in Accrued Expenses	(158)	(32,116)
Decrease in Unearned Revenue	(4,468,785)	(26,030,764)
Decrease in Customer Deposits	(17,383)	(25,170)
Total Adjustments	(7,654,158)	(56,239,250)
Net Cash Used By Operating Activities	\$ (3,253,976)	\$ (26,152,294)

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**GCEDC**  
**Audit & Finance Committee Report**  
**February 5, 2026**

**D&O Insurance Renewal**

We received notice that Fireman's Fund would be non-renewing the D&O and Employment Practices coverage due to claim history.

Lawley Insurance has provided us with a proposal from Landmark American Insurance Company. The proposal reflects a price of \$41,646.25 which would be split 50/50 between the GCEDC and GGLDC. This is an overall price increase of \$12,468.68 (\$6,234.34/entity) compared to the current policy. The current policy expires on 2/23/2026.

Lawley did send our information to market, but no other quotes were offered. The marketing results are included in the proposal.

The cost of this policy (2/23/26-2/23/27) would be split between GCEDC and GGLDC (\$20,823.13/entity). The annual D&O insurance expense per entity would be \$19,784.06. Each entity included \$15,400 in their 2026 budget for this expense.

Some highlights provided by Lawley:

- Limits remain per expiring: D&O at \$5M, Employment Practices at \$1M, \$6M Policy Aggregate
- D&O retention has increased from \$25k to \$75k
- Employment Practices 1<sup>st</sup> Party Retention remains at \$25k
- Employment Practices Third Party Retention increases from \$25k to \$100k
- Additional Named Insured Schedule was matched per expiring

**Cyber Insurance:**

Travelers is willing to renew the Cyber insurance coverage.

The proposal reflects the same price as the expiring premium of \$7,817. The current policy expires on 2/23/2026.

The cost of this policy (2/23/26-2/23/27) would be split between the GCEDC and GGLDC (\$3,908.50/entity). Each entity included \$4,500 in their 2026 budget for this expense.

# INSURANCE PROPOSAL



**Genesee County Industrial  
Development Agency**  
February 23, 2026

**Lawley**

lawleyinsurance.com | 1.844.4LAWLEY

4.2/4.3

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### Business Insurance

[lawleyinsurance.com/business](http://lawleyinsurance.com/business)

#### Property & Casualty

- General Liability
- Property
- Workers' Compensation Coverage
- Automobile/Commercial Vehicle Fleet Insurance
- Umbrella/Excess Liability Insurance
- Inland Marine/Equipment Coverage
- Business Income/Extra Expense
- Employee Dishonesty
- International Coverages
- Boiler & Machinery/Equipment Breakdown
- Transportation/Ocean Marine
- Owner's and Contractor's Protective Liability
- Builder's Risk
- Surety/Bonding
- Captive Programs
- Alternative Risk Financing
- Flood
- Earthquake

#### Specialty Products

- Pollution Liability/Environmental
- Professional Liability/Errors & Omissions
- Crime (Fidelity) Insurance
- Cyber Liability
- Director's and Officer's/Management Liability (D&O)
- Employment Practices Liability
- Fiduciary Liability
- Business Travel Accident/Kidnap & Ransom Insurance
- Identity Theft

### Employee Benefits

[lawleyinsurance.com/benefits](http://lawleyinsurance.com/benefits)

- Medical Insurance
- Prescription Drug Plans
- Private Benefits Exchange - Lawley Marketplace
- Medical Captive Programs
- Consortiums/Trusts
- Dental & Vision Benefits
- Group Life Insurance
- NYS Disability (DBL)
- Short-Term Disability Insurance
- Long-Term Disability Insurance
- Voluntary Insurance
- Executive Benefits
- Retirement Planning and 401k Administration
- Underwriting & Reporting
- Compliance
- Wellness Programs & Health Management Programs
- Lawley Simplifi

### Industry Specialties/Practice Groups

[lawleyinsurance.com/specialties](http://lawleyinsurance.com/specialties)

- Affordable Housing
- Construction
- Car Dealers
- Healthcare Facilities
- Manufacturing
- Not-for-Profits
- Farms
- Municipalities and Schools

*Products/services are subject to state eligibility*

4.2/4.3

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## Risk Management

[lawleyinsurance.com/riskmanagement](http://lawleyinsurance.com/riskmanagement)

### Loss Control & Safety Services

- Safety Training & Safety Program Evaluations
- General Liability Loss Control
- Loss Source and Trending Analysis
- Code Rule 59 Consultation
- OSHA Assistance
- Defensive Driving Courses & Vehicle Fleet Loss Control
- Ergonomics Evaluation, Training, & Development
- Captive Loss Control
- Life Safety & Evacuation Plans
- Fire & Protection Systems Assistance
- Site Hazard Analysis
- Return to Work Programs
- Industrial Hygiene - Air, Noise Sampling
- Business Interruption - Contingency & Continuity Planning
- Contractual Liability & Risk Transfer
- Grant Submission & Training
- Accident Investigation

### Claims Management

- Claim Trend Analysis
- Claims Reviews (Workers' Compensation and General Liability)
- Claims Consulting Services
- Coverage Analysis Consulting and Monitoring
- Experience Modification Review and Recalculation
- First Aid Claim Program (Workers' Compensation)
- Litigation Management
- Reserve Analysis (Loss Forecaster Software)

## Personal Insurance

[lawleyinsurance.com/personal](http://lawleyinsurance.com/personal)

- Automobile Insurance
- Homeowners Insurance
- Vacation or Secondary Home Insurance
- Jewelry, Fine Arts, and Collectibles Insurance
- Renters Insurance
- Condominium Insurance
- Landlord (Rental Properties) Insurance
- Excess/Personal Umbrella Liability
- Flood Coverage, Primary & Excess
- Life Insurance
- Motorcycle Insurance
- Recreational Vehicle Insurance
- Watercraft Insurance
- Co-Ops Insurance
- Identity Theft Insurance
- Trip/Travel/International Medical & Evacuation Coverage
- Workers' Compensation (Domestic Help)
- Earthquake

## MyWave

[lawleyinsurance.com/mywave](http://lawleyinsurance.com/mywave)

**MyWave** – A customized portal for your HR needs: thousands of valuable resources, OSHA forms and peer-based forums to keep you informed and in-the-know

## Lawley Benefits University

[lawleyinsurance.com/lbu](http://lawleyinsurance.com/lbu)

**Lawley Benefits University** – Resources and events to help keep you informed about changes to healthcare legislation, healthcare reform, compliance issues and more. These tools help you successfully control insurance costs while staying educated on changes to the insurance environment

*Products/services are subject to state eligibility*

At Lawley we are committed to providing our clients with the best possible service. We have assembled an experienced team dedicated to your account.

The Insurance Advisor evaluates your exposures and designs a cost-effective program.

<b>Insurance Advisor</b>	William Fritts, Jr.	Phone:	(585) 344-9500
		Fax:	(716) 849-8291
		Email:	<a href="mailto:bfritts@lawleyinsurance.com">bfritts@lawleyinsurance.com</a>

The Account Executive supports your Producer and commercial lines team in the servicing of your account.

<b>Account Executive</b>	Susie E. Ott	Phone:	(585) 344-9501
		Fax:	(716) 849-8291
		Email:	<a href="mailto:sott@lawleyinsurance.com">sott@lawleyinsurance.com</a>

The Specialty Account Manager supports your Producer and Account Executive in the servicing of your specialty policy needs.

<b>Specialty Account Manager</b>	Caitlin Celis	Phone:	(716) 849- 4375
		Fax:	(716) 849-8291
		Email:	<a href="mailto:ccelis@lawleyinsurance.com">ccelis@lawleyinsurance.com</a>

The Account Technician quality controls policy documents and manages all invoicing.

<b>Account Technician</b>	Cheryl Pena	Phone:	(716) 849-8687
		Fax:	(716) 849-8291
		Email:	<a href="mailto:cpena@lawleyinsurance.com">cpena@lawleyinsurance.com</a>

The Assistant Account Manager supports your Account Manager in fulfillment of service requests.

<b>Assistant Account Manager</b>	Emily Marks	Phone:	(716) 849-8686
		Fax:	(716) 849-8291
		Email:	<a href="mailto:emarks@lawleyinsurance.com">emarks@lawleyinsurance.com</a>

The Claim Consultant is responsible for reporting all loss information to the insurance company and then following up to make certain the claim is resolved.

<b>Claim Consultant</b>	Noa Ruof	Phone:	(716) 849-8633
		Fax:	(716) 849-8291
		Email:	<a href="mailto:nruof@lawleyinsurance.com">nruof@lawleyinsurance.com</a>

Please review the contact information we have on file. Over the course of a year, we may need to reach out to you for updates, notices or important information. If there is a specific person we should contact directly for billing, claims, inspections, service requests, please note that next to their name and the preferred method of contact.

4.2/4.3

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Changes or Corrections

Contact Name	Penny Kennett	
Contact Address	Genesee County Industrial Development Agency 99 MedTech Dr STE 106 Batavia NY 14020	
Contact Phone #	(585) 343-4866	
Contact Email	pkennett@gcedc.com	
Description		

Contact Name	Lezlie Farrell	
Contact Address	Genesee County Industrial Development Agency 99 MedTech Dr STE 106 Batavia NY 14020	
Contact Phone #	(585) 343-4866	
Contact Email	lfarrell@gcedc.com	
Description		

4.2/4.3

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**Named Insured**

Genesee County Industrial Development Agency

<b>Policy Term:</b>	2/23/2026 - 2/23/2027
<b>Retroactive Date:</b>	Full Prior Acts
<b>Policy Type:</b>	Directors and Officers/Employment Practices Liability – Claims Made
<b>Carrier:</b>	Landmark American Insurance Company (Non-Admitted "A++" A.M. Best Rating)

<b>Coverage</b>	<b>Limit</b>	<b>Retention</b>
Directors & Officers Liability	\$5,000,000	\$75,000
Employment Practices Liability	\$1,000,000	\$25,000
Third Party Liability	\$1,000,000	\$100,000
<b>Aggregate</b>	<b>\$6,000,000</b>	<b>N/A</b>

**Additional Coverage Information**

- Crisis Management Sublimit- \$25,000
- Directors & Officers Liability
  - Additional Side A Limit- \$500,000
  - Carveback for former D&O's regarding Insured vs. Insured exclusion- 2 years most time served on board
  - Modified Management Carveback for Pollution exclusion- exclusion does not apply to allegations of failure to supervise or manage
  - Contractual Liability exclusion applies. There is a carveback if an Insured would have been liable in the absence of a contract or agreement
  - Prior & Pending Date- 2/23/1991
- Employment Practices Liability
  - Workplace Violence Expense Sublimit - \$250,000
  - Federal Immigration and Nationality Act Sublimit- \$100,000
  - Wage & Hour Defense Sublimit - \$100,000
  - Prior \* & Pending Date- 2/23/2016
- Additional Named Insured
  - Genesee Gateway Local Development Corp
  - Genesee Agri-Business LLC
  - Genesee County Funding Corporation
  - STAMP Water Works Corporation
  - STAMP Sewer Works Corporation

**Extended Reporting Period**

- 1 year at 100% of the Expiring Policy Premium

This coverage form is written on a Claims-made basis. You may have an option to purchase an Extended Reporting Period (ERP) endorsement should your policy be cancelled or non-renewed.

4.2/4.3

**Named Insured**

Genesee County Industrial Development Agency

<b>Policy Term:</b>	2/23/2026- 2/23/2027
<b>Retroactive Date:</b>	Full Prior Acts
<b>Policy Type:</b>	Cyber Liability – Claims Made
<b>Policy Number:</b>	108212531
<b>Carrier:</b>	Travelers Casualty & Surety of America (Admitted "A++" A.M. Best Rating)

Coverage	Limit	Retention
Privacy and Security	\$1,000,000	\$5,000
Payment Card Costs	\$1,000,000	\$5,000
Media	\$1,000,000	\$5,000
Regulatory Proceedings	\$1,000,000	\$5,000
Privacy Breach Notification	\$1,000,000	\$5,000
Computer & Legal Experts	\$1,000,000	\$5,000
Betterment	\$100,000	N/A
Cyber Extortion	\$1,000,000	\$5,000
Data Restoration	\$1,000,000	\$5,000
Public Relations	\$1,000,000	\$5,000
Business Interruption	\$1,000,000	8 hours
Dependent Business Interruption	\$1,000,000	8 hours
Reputation Harm	\$250,000	\$5,000
System Failure	\$1,000,000	N/A
<b>Aggregate</b>	<b>\$1,000,000</b>	<b>N/A</b>

**Additional Coverage Information**

- Cyber Crime:
  - Computer Fraud - \$100,000
  - Funds Transfer Fraud - \$100,000
  - Social Engineering - \$250,000 limit, \$10,000 Retention
  - Telecom Fraud - \$100,000
- Vendor Or Client Payment Fraud - \$250,000, \$10,000 Retention
- Bricked Equipment Endorsement
- Defense within the Limits
- Specified Insured Entity
  - Genesee Gateway Local Development Corp
  - Genesee Agri-Business LLC
  - Genesee County Funding Corporation
  - STAMP Water Works Corporation
  - STAMP Sewer Works Corporation

**Extended Reporting Period**

- 1 year at 75% of the Annual Premium

This coverage form is written on a Claims-made basis. You may have an option to purchase an Extended Reporting Period (ERP) endorsement should your policy be cancelled or non-renewed.

4.2/4.3

Coverage	2/23/2025-2/23/2026	2/23/2026-2/23/2027
Directors & Officers/Employment Practices Liability	\$29,177.57	\$41,646.25
	<i>Fireman's Fund- Includes taxes &amp; fees</i>	<i>Landmark- Includes taxes &amp; fees</i>
Cyber Liability	\$7,817.00	\$7,817.00
<b>Total Premium</b>	<b>\$36,994.57</b>	<b>\$49,463.25</b>

**Binding Requirements:**

- Directors & Officers/Employment Practices Liability- Signed and Dated Total Cost Form
- Cyber Liability- Client Contact form

4.2/4.3

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Carrier	Comments
<b>Declined due to Appetite</b>	
Amtrust	
Berkley	
Ategrity	
Zurich	
Great American	
FalconRisk	
Counterpart	
CoreSpecialty	
BRP	
ERisk	
<b>Declined due to Loss History</b>	
Intact	
CNA	
ProRise	
<b>Declined due to Coverages &amp; Limits Requested</b>	
AWAC	\$2M max limit
Ironshore	Pricing not competitive
ANV	\$3M max limit
Kinsale	Pricing not competitive
Hamilton	Pricing not competitive
Chubb	Pricing not competitive – estimated at \$50k

4.2/4.3

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Genesee County Industrial Development Agency  
Genesee County Industrial Development Agency  
99 MedTech Dr STE 106  
Batavia, NY 14020

Is the mailing address listed above correct? Yes: \_\_\_\_\_ No: \_\_\_\_\_

If you have answered No to the question shown above, please make corrections below:

\_\_\_\_\_  
\_\_\_\_\_

Please respond in Section 1 **and** Section 2, then sign where indicated:

**Section 1 - Select one of the following by placing an (X) in the appropriate box**

By my signature below, I certify that I have requested Lawley Service, Inc. and/or Lawley LLC. bind coverage as shown in this proposal. All changes from the original proposal are noted and initialed.

By my signature below, I certify that I have requested Lawley Service, Inc. and/or Lawley LLC. bind coverage as shown in this proposal, with no changes from the original proposal

**Section 2 - Select one of the following by placing an (X) in the appropriate box**

By my signature below, I certify that I have declined quotes for additional coverages

By my signature below, I certify that I have requested Lawley Service, Inc. and/or Lawley LLC. obtain Quotes for the following coverage: *(please list below)*

\_\_\_\_\_

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Name: Genesee County Industrial Development Agency

Term: 2/23/2026-2/23/2027

We ask that you do not accept our brief description of the insurance coverages as a complete explanation of the policy terms. The actual policy language will govern the scope and limits of coverage involved.

4.2/4.3

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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

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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.

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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.

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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: \_\_\_\_\_

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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.

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## CC Environment & Planning

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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](mailto: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.

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**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**

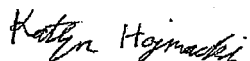
The proposed schedule and fee for this project are based on the following assumptions:

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: \_\_\_\_\_

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CC ENVIRONMENT &  
PLANNING



NORTH COUNTRY  
ECOLOGICAL SERVICES

## BILLING RATES CALENDAR YEAR 2026

Billing Category	Description	Hourly Rate
<b>Principal</b>	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
<b>Senior Professional</b>	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
<b>Professional</b>	Performs ecological or planning technical analyses, reporting, permitting support, and specialized project tasks independently or as part of a project team.	\$145.00
<b>Associate</b>	Supports ecological and planning work through data collection, documentation, and reporting under direction of senior staff.	\$120.00
<b>Technical Support</b>	Provides field-based and technical assistance for ecological and planning projects, including surveys, data collection, and mapping support.	\$95.00
<b>Project Support</b>	Provides project coordination and administrative services in support of ecological and planning project delivery.	\$85.00
<b>Direct Expense</b>	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.*

CC Environment & Planning ■ 23 Jackson Street ■ Batavia, NY 14020 ■ Phone: 585.219.4030 ■ [www.ccenvironment.com](http://www.ccenvironment.com)

North Country Ecological Services ■ 25 W. Fulton Street ■ Gloversville, NY 12078 ■ Phone: 518-725-1007 ■ [www.northcountryeco.com](http://www.northcountryeco.com)

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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 Zelif, 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 \_\_\_\_\_:

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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.

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

Peter Zelif	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.

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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

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