

**Genesee County Economic Development Center
Meeting Agenda**
Thursday, July 2nd, 2026
Location: 99 MedTech Drive, Innovation Zone

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|--------------------|---|----------------------|
| <p>1.0</p> | <p>Call to Order</p> | <p>4:00pm</p> |
| | <p>1.1 Enter Executive Session</p> <p>Motion to enter executive session under the Public Officers Law, Article 7, Open Meetings Law Section 105 for the following reasons:</p> <ol style="list-style-type: none"> 1. The medical, financial, credit or employment history of a particular person or corporation, or matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person or corporation. 2. 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. | <p>4:00pm</p> |
| | <p>1.2 Enter Public Session</p> | |
| <p>2.0</p> | <p>Chairperson's Report & Activities</p> | <p>4:10pm</p> |
| | <p>2.1 Upcoming Meetings:</p> <p>Next Scheduled Board Meeting: Thursday, August 6th at 3:00 p.m. <i>(Change in time due to GLOW Corporate Cup)</i></p> <p>Audit & Finance Committee Meeting: Tuesday, August 4th at 8:30 a.m.</p> <p>STAMP Committee Meeting: Wednesday, August 5th at 8:00 a.m.</p> <p>Employment & Compensation Committee Meeting: Thursday, August 6th at 2:00 p.m.</p> | |
| | <p>2.2 Agenda Additions / Deletions / Other Business **Vote</p> | |
| | <p>2.3 Minutes: June 4, 2026 **Vote</p> | |
| <p>3.0</p> | <p>Report of Management –</p> | <p>4:15pm</p> |
| | <p>3.1 Public Outreach Update – J. Krencik</p> | |
| <p>4.0</p> | <p>Audit & Finance Committee – K. Manne</p> | <p>4:20pm</p> |
| | <p>4.1 April 2026 Financial Statements **Vote</p> | |
| | <p>4.2 May 2026 Financial Statements **Vote</p> | |
| | <p>4.3 2027 Budget Timeline</p> | |
| | <p>4.4 Local Labor Contract – STREAM US Data Centers, LLC **Vote</p> | |
| | <p>4.5 Innovation Zone Rental Program **Vote</p> | |
| <p>5.0</p> | <p>Governance & Nominating Committee – C. Yunker</p> | <p>4:25pm</p> |
| | <p>5.1 Nothing at this time.</p> | |
| <p>6.0</p> | <p>STAMP Committee – P. Zelif</p> | <p>4:25pm</p> |
| | <p>6.1 MOU With Town of Alabama **Vote</p> | |
| | <p>6.2 Consulting Contracts for Project Evaluation **Vote</p> | |
| | <p>6.3 Brush Hogging Bid Award **Vote</p> | |
| <p>7.0</p> | <p>Employment & Compensation Committee – M. Gray</p> | <p>4:30pm</p> |
| | <p>7.1 Nothing at this time.</p> | |
| <p>8.0</p> | <p>Housing Committee – P. Battaglia</p> | <p>4:30pm</p> |
| | <p>8.1 Nothing at this time.</p> | |
| <p>9.0</p> | <p>Other Business</p> | <p>4:30pm</p> |
| | <p>9.1 Nothing at this time.</p> | |
| <p>10.0</p> | <p>Adjournment</p> | <p>4:30pm</p> |

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**GCEDC Board Meeting
Thursday, June 4, 2026
Location: 99 MedTech Drive, Innovation Room
4:00 PM**

GCEDC MINUTES

Attendance

Board Members: C. Yunker, K. Manne, M. Gray, P. Battaglia, L. Mancuso, C. Kemp, P. Zelif
Staff: M. Masse, L. Farrell, K. Galdun, J. Krencik, C. Suozzi, P. Heimlich
Guests: R. Crossen (Town of Alabama Supervisor – Video Conference), G. Torrey (GGLDC Board Member), D. Cunningham (GGLDC Board Member), M. Brooks (GGLDC Board Member), S. Noble-Moag (GGLDC Board Member), S. Maier (Harris Beach), M. Fitzgerald (Philips Lytle), A. Bacon (Community Member), B. Quinn (The Batavian), M. Pettinella (The Daily News), K. Hallenbeck (Community Member), N. Stein (Community Member), R. Merritt (Community Member), C. Nelson (Community Member), R. Engler (Community Member), R. Beatty (Community Member), L. Torraus (Community Member), K. John (Community Member), P. Smith (Community Member), C. Smith (Community Member), K. Allen (Community Member), S. Howard (Community Member), C. Zinni (Community Member), S. Steele (Community Member)

Absent:

1.0 Call to Order

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

All guests, excluding GGLDC Board members, legal counsel, and R. Crossen, left the meeting at 4:01 p.m.

1.1 Enter Executive Session

P. Battaglia made a motion to enter executive session under the Public Officers' Law Article 7, Open Meetings Law Section 105, at 4:01 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 M. Gray and approved by all members present.

1.2 Enter Public Session

P. Battaglia made a motion to enter back into public session at 4:21 p.m., seconded by C. Yunker and approved by all members present.

Guests returned to the meeting at 4:21 p.m.

2.0 Chairman's Report & Activities

2.1 Upcoming Meetings:

Next Scheduled Board Meeting: Thursday July 2nd at 4:00 p.m.

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

STAMP Committee Meeting: Wednesday, July 1st at 8:00 a.m.

2.2 Agenda Additions / Deletions / Other Business –

C. Yunker made a motion to add item 5.8 GGLDC Board Member Appointments to the agenda, the motion was seconded by K. Manne. Roll call resulted as follows:

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

The item was added to the agenda.

C. Yunker made a motion to remove item 4.1 April 2026 Financial Statements from the agenda, the motion was seconded by K. Manne. Roll call resulted as follows:

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

The item was added to the agenda.

2.3 Minutes: May 7, 2026

C. Yunker made a motion to accept the May 7, 2026 minutes as presented; the motion was seconded by L. Mancuso. Roll call resulted as follows:

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

The item was approved as presented.

3.0 Report of Management

3.1 Public Outreach Update – Included with the meeting materials;

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1. **Youth Engagement:** In partnership with Genesee Valley BOCES and ACT WorkKeys, 46 students in the high school electro-mechanical trades program received National Career Readiness Certificates (NCRC) in May.

The certificates, and students achieving nine platinum, 16 gold, 17 silver, and four bronze NCRC scores, demonstrate the career readiness of students in our high schools.

Students were assisted by a GGLDC-supported testing center at GV BOCES' Batavia campus. The NCRC provides students with a credential that is recognized by over 100 local employers.

2. **STREAM US Data Centers Project:** The GCEDC continued to present factual information related to the STREAM US Data Centers project in multiple forms.

A postcard mailer was distributed to Genesee County residents in May that provides factual information about the direct economic benefits that would be generated by the project to the Town of Alabama, Oakfield-Alabama School District, and Genesee County.

3. **County Branding Update:** As part of the Brand Genesee initiative, the GCEDC has received an economic development integration plan to assist with coordinated marketing, website, and social media strategies. Recommended improvements to our webpages are being implemented ahead of a brand launch.

4.0 Audit & Finance Committee

Agenda Item 4.1 was removed from the agenda due to a lack of a quorum for the GCEDC Audit & Finance Committee.

5.0 Governance & Nominating Committee – C. Yunker

The Board voted on agenda items 5.1 through 5.7 collectively. The approval for these items follows agenda item 5.7.

5.1 Officer Appointments – The current slate of officers is set to expire on June 30th. Below is listed the current slate of officers:

Chair -	P. Zelff
Vice-Chair -	M. Gray
Secretary -	P. Heimlich
Treasurer -	L. Farrell
President/CEO -	M. Masse

This was recommended for approval by the committee.

5.2 Authorized to Request Information Regarding Bank Accounts – L. Farrell and P. Heimlich need to be authorized to request information regarding the bank accounts and to transfer funds between accounts for the GCEDC.

This was recommended for approval by the committee.

5.3 Authorized Signers of Agreements, Contracts, etc. – Currently the authorized signers of agreements, contracts, etc. are the Chair (per Bylaws), Vice Chair (per Bylaws), President/CEO (per Bylaws) and C. Suozzi.

This was recommended for approval by the committee.

5.4 Authorized Bank Signers – Audit & Finance Committee members and M. Masse are authorized bank signers. All GCEDC checks must be signed by two authorized signers. All checks must be signed by at least one board member.

Line of credit withdrawals must be signed by two authorized signers. All lines of credit withdrawals must be signed by at least one board member.

This was recommended for approval by the committee.

5.5 Procurement Policies & Procedures – This policy is required to be reviewed annually. There are no changes being recommended.

5.6 Investment Policy - This policy is required to be reviewed annually. There are no changes being recommended.

5.7 Disposition of Property Guidelines – This policy is required to be reviewed annually. There are no changes being recommended.

C. Yunker made a motion to approve agenda items 5.1- 5.7 as presented; the motion was seconded by K. Manne. Roll call resulted as follows:

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

The item was approved as presented.

5.8 GGLDC Board Member Appointments –The Governance and Nominating Committee would like to recommend to the full Board that 1) S. Noble-Moag be appointed to the GGLDC Board of Directors and 2) C. Yunker be appointed to the GGLDC Board of Directors.

This was recommended for approval by the Committee.

M. Gray made a motion to approve the following appointments: 1) S. Noble-Moag and 2) C. Yunker be appointed to the GGLDC Board of Directors, assuming a 6-year term ending 6/30/32; the motion was seconded by P. Battaglia. Roll call resulted as follows:

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

The item was approved as presented.

6.0 STAMP Committee – P. Zeliff M. Gray reported on the Committee agenda items because P. Zeliff was not at the STAMP Committee meeting.

6.1 SEQR Update – At the STAMP Committee meeting the acoustic consultant, GHD, gave an update on their study and process. In addition to reviewing STREAM U.S. Data Center's study they are also looking at infrasound, low tonal frequency, and will be issuing a report on their results soon. CC Environment also attended the meeting to go over their report that documents the analysis performed on the potential impacts to wildlife.

An additional item, received that day, was a final letter regarding electricity at the STAMP site. D. Elsenbeck of Philips Lytle, also former head at National Grid for Western NY, has been performing an analysis of the overall grid structure including; the megawatts, the potential overall impact on the system, rates, and how the potential project revenue can help fund future CLCPA provisions.

M. Masse stated that these reports, once complete, will be added to the website as well.

6.2 Consulting Contracts for Project Evaluation – The GCEDC has received a SEQR application from Project Double Reed. The GCEDC has engaged with consultants to assist in reviewing and providing comments on that application.

Fund Commitment:

1. CC Environment and Planning \$5,000
2. Philips Lytle \$750,000

These costs will be covered under the 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 was recommended by the Committee for approval.

M. Gray made a motion to approve the contracts with CC Environment for \$5,000 and Philips Lytle for \$750,000 for project evaluation expenses as presented; the motion was seconded by P. Battaglia. Roll call resulted as follows:

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

DRAFT

This was recommended by the Committee for approval.

M. Gray made a motion to approve funding the CRA for an additional \$1,000,000 as presented; the motion was seconded by C. Yunker. Roll call resulted as follows:

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

The item was approved as presented.

6.4 RG&E Letter of Intent – In connection with the second 300 mega watt NYSO study that was done, improvements needed at the RG&E station were identified. Included in the meeting materials was a letter of intent to move forward with these improvements.

This was recommended by the Committee for approval.

M. Gray made a motion to approve a Letter of Intent with RG&E as presented; the motion was seconded by C. Yunker. Roll call resulted as follows:

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

The item was approved as presented.

7.0 Employment & Compensation – M. Gray

7.1 Nothing at this time.

8.0 Housing Committee – P. Battaglia

8.1 Nothing at this time

9.0 Other Business

9.1 Nothing at this time.

10.0 Adjournment

As there was no further business, C. Yunker made a motion to adjourn at 4:29 p.m., which was seconded by P. Battaglia and passed unanimously.

GCEDC Board of Directors
Jim Krencik, Senior Director, Marketing & Communications
July 2, 2026

Public Outreach Update

STREAM US Data Centers Project: Attached with this month's update is a Letter to the Editor printed in The Daily News concerning "rudeness and disrespect displayed" by representatives of groups participating in public forums in the Town of Alabama.

As part of the public review of the STREAM Data Centers proposal, the GCEDC has prioritized providing direct and factual information in our messaging. We have provided the full details and documentation of the project's SEQR, site plan and GCEDC applications, as well as a full record of public comments, on our website.

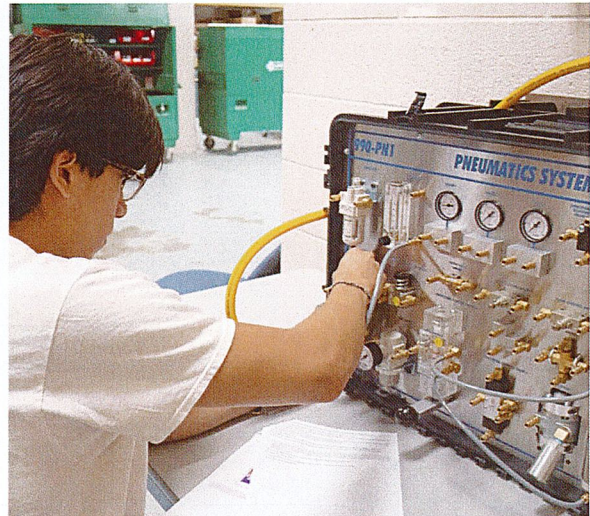
As addressed in the letter, the volume and frequency of misleading and hostile statements is a recognized issue. We have taken multiple opportunities to address incorrect statements but are disappointed to hear that the actions of a few are discouraging more people from contributing to the discussion.

Youth Engagement: The GCEDC assisted with promotion of the Genesee Valley Pre-Apprenticeship Bootcamp, a successful program that has graduated more than 45 students in recent years.

This year's program will launch on July 6 with six-week courses in welding and mechatronics paths.

Students complete 96 hours of free classroom training at Genesee Valley BOCES and 100 hours of paid on-the-job experiences with local employers as part of the program.

The Rochester Technology & Manufacturing Association and Genesee Community College join the GGLDC in supporting this year's program.



LETTER TO THE EDITOR

Less hostility, more civility needed in data center debate

Editor:

I am writing to express my concern about the level of rudeness and disrespect displayed during the recent public meetings in the Town of Alabama.

Public forums are meant to be places where community members can share ideas, raise concerns, and engage in meaningful dialogue. Unfortunately, the tone and behavior exhibited by several individuals makes it difficult for that kind of constructive conversation to occur.

The opponents of the STREAM Data project continually have outbursts, make false accusations toward board members, and are completely disruptive. This makes it impossible to have productive and educational dialogue.

When protesters in Frog costumes are yelling and screaming at you it becomes a hostile environment that is preventing most town members from attending.

In recent news stories there was an Oakfield-Alabama student who spoke his feelings on a matter he feels is important enough to speak out about. He was not yelling, cursing, excited, or disrespectful to anyone that had a differing opinion.

Even our youth understand how meaningful discussions occur. Opposers could learn a lot from this young man!

Disagreements are a natural part of any public discussion, but they should never lead to personal attacks, interruptions, or dismissive behavior. When participants speak over one another, or respond in a hostile manner, it prevents everyone from being heard and discourages people from participating in future meetings.

I am asking to have this letter posted anonymously because of these hostile participants and not wanting costumed protesters on my lawn. I am not going to state whether I am for, or against the project, just my observations of the process to this point, and some inaccuracies in statements made as I see it.

I am a resident of the town, have been my whole life.

The statement (On several news platforms): "The town residents are against this!"

No, some of the town residents are against it. Some of the town residents are for it.

I can tell that because of the ones yelling and screaming at the meetings.

If you take time to look at the sign-ins to speak, only about 20 percent are Genesee County residents. Not even just the town residents I counted, the whole county!

I spoke (Yes, spoke calmly with) a town resident and his wife concerning the petition that was carried around door-to-door. He stated, "I didn't care either way, so I signed it."

Others I spoke to were scared not to sign it because of repercussions by the opponents. The hostilities shown at the meetings only goes to emphasize that point more fully.

Some of the statements I feel are completely false. And these are my thoughts.

"They are going to take all of the water supply and run the refuge dry. They are going to dump wastewater into the land destroying wildlife." I

has been stated, and attempted to be discussed by the engineers, that the water is from the Monroe County Water authority and hence coming from Lake Ontario. Not wells. The prior tenant Plug Power had that plan, and it was stopped because of that.

The wastewater issue. The same amount as a normal office building setting is being transferred to the Oakfield water treatment facility. Oakfield is going to make money for their Town on this.

Did anyone question how much water/sewage Edwards Pump (Located across from the proposed STREAM site) is projected to use and disperse when it went through these same town approval steps? The simple answer is "No."

The town didn't have outside rabble-rousers coming in with false agendas beating their chests and stirring up the residents.

I can tell they are the driving force as the form letters sent in opposition were almost exact. The dialogue was repeated over several times in different correspondence by different individuals signing those letters.

The most infuriating statements are concerning the board members. Questioning their motives, principles, and integrity.

Recent statements, "Just wait until you see their houses remodeled after this is approved" and "Bring back the gallows!"

That second one sure sounds like a threat to me.

These folks are town residents, your neighbors (Well some of you at least). They volunteered for these positions, you could have too, but you would rather make false accusations about someone doing a job you didn't/wouldn't do.

The last point I want to make, and I have plenty more if a civil discussion could be had, is that you believe the town boards can simply vote it down. They cannot unless the application process is not adhered to.

Anytime there has been an issue the group preparing the applications has corrected it complying with the towns request. They cannot simply "fail" them as many seem to be demanding.

If you would listen and not interrupt you would maybe hear what is actually happening in the process.

I respectfully ask that all attendees commit to maintaining a more civil environment moving forward. Clear guidelines for respectful conduct, along with consistent enforcement, would go a long way in ensuring meetings remain productive and welcoming for all.

By being brash and contentious it completely takes away from the validity of your arguments.

And drop the frog suits. It's embarrassing for you to garner attention wearing kids play outfits.

Thank you for giving me this forum to express my thoughts, as I cannot safely bring them up at the hearings. I care deeply about our community and believe that improving the tone of our discussions will benefit everyone involved.

Remember, we can learn much from how our high schoolers are handling themselves.

A lifelong resident Alabama

Editor's Note: The Daily News has confirmed the author's identity and approved their request of anonymity, which we allow in a very few, limited circumstances. In this case, the author feared retaliation and given the heated nature of the data center issue — The Daily News has had to contact police in one instance regarding a social media comment — the author's request was approved.

Genesee County Economic Development Center
Dashboard - April 2026
Balance Sheet - Accrual Basis

	<u>4/30/26</u>	<u>3/31/26</u>	<u>12/31/25</u> [Per Audit]
ASSETS:			
Cash - Unrestricted	\$ 11,874,336	\$ 11,911,593	\$ 11,842,122
Cash - Restricted (A) (1)	14,486,319	14,454,613	16,905,847
Cash - Reserved (B) (2)	6,734,093	6,731,851	6,944,779
Cash - Subtotal	<u>33,094,748</u>	<u>33,098,057</u>	<u>35,692,748</u>
Grants Receivable (3)	18,790	18,790	517,192
Accounts Receivable - Current (4)	537,249	504,878	524,626
Interest Receivable	71,726	50,208	56,171
Deposits (5)	845,280	845,280	2,832
Prepaid Expense(s) (6)	71,757	93,988	46,466
Loans Receivable - Current	48,153	53,262	54,301
Total Current Assets	<u>34,687,703</u>	<u>34,664,463</u>	<u>36,894,336</u>
Land Held for Dev. & Resale (7)	56,171,511	56,171,511	55,717,406
Furniture, Fixtures & Equipment	72,862	72,862	72,862
Leasehold Improvements	17,818	17,818	9,223
Total Property, Plant & Equip.	56,262,191	56,262,191	55,799,491
Less Accumulated Depreciation	(71,581)	(71,444)	(71,148)
Net Property, Plant & Equip.	<u>56,190,610</u>	<u>56,190,747</u>	<u>55,728,343</u>
Accounts Receivable- Noncurrent (8)	4,050,000	4,050,000	4,050,000
Grants Receivable- Noncurrent (3)	50,850	50,850	50,850
Loans Receivable- Noncurrent (Net of \$23,393 Allow. for Bad Debt)	62,885	66,733	78,261
Right to Use Assets, Net of Accumulated Amortization	89,614	89,614	89,614
Other Assets	<u>4,253,349</u>	<u>4,257,197</u>	<u>4,268,725</u>
TOTAL ASSETS	<u>95,131,662</u>	<u>95,112,407</u>	<u>96,891,404</u>
DEFERRED OUTFLOWS OF RESOURCES			
Deferred Pension Outflows (14)	301,089	301,089	301,089
Deferred Outflows of Resources	<u>301,089</u>	<u>301,089</u>	<u>301,089</u>
LIABILITIES:			
Accounts Payable (9)	517,975	494,882	2,212,365
Loan Payable - Genesee County - Current (10)	350,000	350,000	335,000
Loans Payable - ESD - Current (11)	5,196,487	5,196,487	5,196,487
Accrued Expenses	14,557	2,300	37,757
Lease Payable	9,300	9,300	9,300
Customer Deposits (12)	79,684	79,454	42,532
Unearned Revenue (13)	13,043,249	13,043,206	14,064,762
Total Current Liabilities	<u>19,211,252</u>	<u>19,175,629</u>	<u>21,898,203</u>
Loan Payable - Genesee County - Noncurrent (10)	1,500,000	1,500,000	1,850,000
Lease Payable - Noncurrent	85,993	85,993	85,993
Net Pension Liability (14)	426,638	426,638	426,638
Total Noncurrent Liabilities	<u>2,012,631</u>	<u>2,012,631</u>	<u>2,362,631</u>
TOTAL LIABILITIES	<u>21,223,883</u>	<u>21,188,260</u>	<u>24,260,834</u>
DEFERRED INFLOWS OF RESOURCES			
Deferred Pension Inflows (14)	9,637	9,637	9,637
Deferred Inflows of Resources	<u>9,637</u>	<u>9,637</u>	<u>9,637</u>
NET ASSETS	<u><u>\$ 74,199,231</u></u>	<u><u>\$ 74,215,599</u></u>	<u><u>\$ 72,922,022</u></u>

Significant Events:

1. Restricted Cash - 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.
 2. Reserved Cash - Funds have been internally reserved as matching funds related to the FAST NY grant supporting STAMP development.
 3. Grants Receivable - National Grid grants support marketing and development activities for STAMP and the LeRoy Food & Tech Park.
 4. Accounts Receivable - Current - Economic Development Funding, MTC Management, Project Origination Fee installments due within 12 months of the balance sheet date (Hecate Solar \$275K, GE Bergen \$100K & HP Hood \$129.8K), misc.
 5. Deposits - Includes deposit paid to NY Power Authority, which will be reduced as expenses are recognized; Down payment on the 345 kv breaker for STAMP; MTC lease security deposit.
 6. Prepaid Expense(s) - CCS Task 2 Annual Raptor Survey, and insurance.
 7. Land Held for Dev. & Resale - Additions are related to STAMP development costs.
 8. 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.
 9. Accounts Payable - 2025 legal expenses related to Ellicot Station that will be paid in 2026, interest earned on grant funds that will be remitted to ESD, dental insurance and e3communications.
 10. 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.
 11. Loans Payable - ESD - Current - Loans from ESD to support STAMP land acquisition and related soft costs.
 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 - STAMP ESD grant funds received in advance and deposited into an imprest cash account (related to the \$33M grant, \$8M grant and \$56M FAST NY grant); Municipal and National Fuel grant funds received, but not yet expended / earned; interest received in advance; Genesee County contribution received in advance.
 14. 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 - April 2026
Profit & Loss - Accrual Basis

	YTD				2026 Board Appr.	2026 YTD %
	4/30/26	4/30/25	2026	2025	Budget	of Budget
Operating Revenues:						
Genesee County	\$ 19,459	\$ 19,459	\$ 77,837	\$ 77,837	\$ 233,513	33%
Genesee County - WFD	2,083	2,083	8,333	8,333	25,000	33%
Fees - Projects (1)	250	4,465,116	53,000	4,794,222	1,057,000	5%
Fees - Services	7,372	7,309	29,487	29,237	88,460	33%
Interest Income on Loans	121	175	511	725	1,330	38%
Rent	1,500	4,055	6,000	8,555	28,780	21%
Common Area Fees - Parks	-	2,000	2,836	2,814	2,855	99%
Grants (2)	-	6,184,848	1,590,023	6,743,555	35,913,690	4%
GGLDC Grant - Econ. Dev. Program Support	25,000	25,000	100,000	100,000	300,000	33%
Land Sale Proceeds	-	-	10,010	-	-	N/A
BP ² Revenue	-	-	-	7,374	45,752	0%
Other Revenue (3)	1,137	2,001	118,407	127,919	86,915	136%
Total Operating Revenues	56,922	10,712,046	1,996,444	11,900,571	37,783,295	5%
Operating Expenses						
General & Admin	116,452	141,941	541,208	492,125	1,800,355	30%
Professional Services (4)	-	-	145,587	63,922	257,065	57%
Site Maintenance/Repairs	57	-	4,055	3,117	64,500	6%
Property Taxes/Special District Fees	-	-	3,659	3,873	4,137	88%
PIF Expense	-	-	106,835	71,284	205,137	52%
Site Development Expense	-	273,599	113,800	397,499	34,962,648	0.3%
Real Estate Development (5)	-	5,980,352	462,700	6,139,403	2,904,502	16%
Balance Sheet Absorption	-	(5,980,352)	(462,700)	(6,139,403)	-	N/A
Total Operating Expenses	116,509	415,540	915,144	1,031,820	40,198,344	2%
Operating Revenue (Expense)	(59,587)	10,296,506	1,081,300	10,868,751	(2,415,049)	
Non-Operating Revenue						
Other Interest Income	43,219	63,380	195,909	231,131	388,000	50%
Total Non-Operating Revenue	43,219	63,380	195,909	231,131	388,000	50%
Change in Net Assets	(16,368)	10,359,886	1,277,209	11,099,882	\$ (2,027,049)	
Net Assets - Beginning	74,215,599	44,251,964	72,922,022	43,511,968		
Net Assets - Ending	\$ 74,199,231	\$ 54,611,850	\$ 74,199,231	\$ 54,611,850		

Significant Events:

1. Fees Projects - Application fee for the Rochester Davis Fetch.
2. Grants YTD - Med Tech Landing annual contribution to the Batavia Home Fund (to be paid in 2026-2045); PIF from RJ Properties (Liberty Pumps) supports Apple Tree Acres Infrastructure improvements; PIF from Yancey's Fancy supports Infrastructure Fund Agreement with the Town of Pembroke; Community Benefit Agreement payment dedicated to STAMP by sourcing debt service payments to the County; National Grid grant supports marketing and development activities for STAMP; ESD \$33M, \$8M and FAST NY Grants support STAMP engineering, environmental, legal, infrastructure, etc.
3. Other Revenue YTD - Annual meeting registrations, local labor reporting and data center project review deposits covered by participating projects, misc.
4. Professional Services YTD - Legal and consulting services for the data center project review, local labor requirements, government relations, audits, and other related matters.
5. Real Estate Development Costs YTD - STAMP development costs.

Genesee County Economic Development Center
April 2026 Dashboard
Statement of Cash Flows

	4/30/26	YTD
CASH FLOWS USED BY OPERATING ACTIVITIES:		
Genesee County	\$ 21,542	\$ 107,712
Fees - Projects	250	43,000
Fees - Services	-	22,115
Interest Income on Loans	164	493
Rent	1,500	6,000
Common Area Fees - Parks	-	2,836
Grants	-	1,023,807
GGLDC Grant - Economic Development Program Support	-	75,000
Other Revenue	1,138	167,175
Repayment of Loans	8,957	21,524
Net Land Sale Proceeds	-	10,010
Customer Deposit	230	150,230
General & Admin Expense	(77,381)	(595,786)
Professional Services	-	(282,431)
Site Maintenance/Repairs	(57)	(4,055)
Site Development	-	(113,900)
Property Taxes/Special District Fees	-	(3,659)
PIF Expense	-	(124,021)
Deposit Paid	-	(1,216,415)
Improv/Additions/Adj to Land Held for Development & Resale	-	(1,706,045)
Net Cash Used By Operating Activities	<u>(43,657)</u>	<u>(2,416,410)</u>
CASH FLOWS USED BY CAPITAL & RELATED FINANCING ACTIVITIES:		
Purchase of Capital Assets/Leasehold Improvements	-	(10,200)
Net Cash Used By Capital & Related Financing Activities	<u>-</u>	<u>(10,200)</u>
CASH FLOWS USED BY NONCAPITAL FINANCING ACTIVITIES:		
Principal Payments on Loan	-	(335,000)
Net Cash Used By Noncapital Financing Activities	<u>-</u>	<u>(335,000)</u>
CASH FLOWS PROVIDED BY INVESTING ACTIVITIES:		
Interest Income (Net of Remittance to ESD)	<u>40,348</u>	<u>163,610</u>
Net Change in Cash	(3,309)	(2,598,000)
Cash - Beginning of Period	33,098,057	35,692,748
Cash - End of Period	<u>\$ 33,094,748</u>	<u>\$ 33,094,748</u>
RECONCILIATION OF NET OPERATING REVENUE (EXPENSE) TO NET CASH USED BY OPERATING ACTIVITIES:		
Operating Revenue (Expense)	\$ (59,587)	\$ 1,081,300
Depreciation Expense	137	433
(Increase) Decrease in Operating Accounts/Grants Receivable	(32,371)	485,779
Increase in Deposits	-	(842,448)
(Increase) Decrease in Prepaid Expenses	22,231	(25,291)
Decrease in Loans Receivable	8,957	21,524
Increase in Land Held for Development & Resale	-	(454,105)
Increase (Decrease) in Operating Accounts Payable	4,446	(1,676,041)
Increase (Decrease) in Accrued Expenses	12,257	(23,200)
Increase (Decrease) in Unearned Revenue	43	(1,021,513)
Increase in Customer Deposits	230	37,152
Total Adjustments	<u>15,930</u>	<u>(3,497,710)</u>
Net Cash Used By Operating Activities	<u>\$ (43,657)</u>	<u>\$ (2,416,410)</u>

Genesee County Economic Development Center
Dashboard - May 2026
Balance Sheet - Accrual Basis

DRAFT

	<u>5/31/26</u>	<u>4/30/26</u>	[Per Audit] <u>12/31/25</u>
ASSETS:			
Cash - Unrestricted	\$ 11,849,713	\$ 11,874,336	\$ 11,842,122
Cash - Restricted (A) (1)	10,037,198	14,486,319	16,905,847
Cash - Reserved (B) (2)	6,350,648	6,734,093	6,944,779
Cash - Subtotal	<u>28,237,559</u>	<u>33,094,748</u>	<u>35,692,748</u>
Grants Receivable (3)	19,218	18,790	517,192
Accounts Receivable - Current (4)	570,142	537,249	524,626
Interest Receivable	18,904	71,726	56,171
Deposits (5)	845,280	845,280	2,832
Prepaid Expense(s) (6)	61,470	71,757	46,466
Loans Receivable - Current	50,189	48,153	54,301
Total Current Assets	<u>29,802,762</u>	<u>34,687,703</u>	<u>36,894,336</u>
Land Held for Dev. & Resale (7)	61,068,803	56,171,511	55,717,406
Furniture, Fixtures & Equipment	72,862	72,862	72,862
Leasehold Improvements	17,818	17,818	9,223
Total Property, Plant & Equip.	<u>61,159,483</u>	<u>56,262,191</u>	<u>55,799,491</u>
Less Accumulated Depreciation	<u>(71,717)</u>	<u>(71,581)</u>	<u>(71,148)</u>
Net Property, Plant & Equip.	<u>61,087,766</u>	<u>56,190,610</u>	<u>55,728,343</u>
Accounts Receivable- Noncurrent (8)	4,050,000	4,050,000	4,050,000
Grants Receivable- Noncurrent (3)	50,850	50,850	50,850
Loans Receivable- Noncurrent (Net of \$23,393 Allow. for Bad Debt)	59,033	62,885	78,261
Right to Use Assets, Net of Accumulated Amortization	89,614	89,614	89,614
Other Assets	<u>4,249,497</u>	<u>4,253,349</u>	<u>4,268,725</u>
TOTAL ASSETS	<u>95,140,025</u>	<u>95,131,662</u>	<u>96,891,404</u>
DEFERRED OUTFLOWS OF RESOURCES			
Deferred Pension Outflows (14)	301,089	301,089	301,089
Deferred Outflows of Resources	<u>301,089</u>	<u>301,089</u>	<u>301,089</u>
LIABILITIES:			
Accounts Payable (9)	392,628	517,975	2,212,365
Loan Payable - Genesee County - Current (10)	350,000	350,000	335,000
Loans Payable - ESD - Current (11)	5,196,487	5,196,487	5,196,487
Accrued Expenses	29,115	14,557	37,757
Lease Payable	9,300	9,300	9,300
Customer Deposits (12)	304,224	79,684	42,532
Unearned Revenue (13)	8,484,422	13,043,249	14,064,762
Total Current Liabilities	<u>14,766,176</u>	<u>19,211,252</u>	<u>21,898,203</u>
Loan Payable - Genesee County - Noncurrent (10)	1,500,000	1,500,000	1,850,000
Lease Payable - Noncurrent	85,993	85,993	85,993
Net Pension Liability (14)	426,638	426,638	426,638
Total Noncurrent Liabilities	<u>2,012,631</u>	<u>2,012,631</u>	<u>2,362,631</u>
TOTAL LIABILITIES	<u>16,778,807</u>	<u>21,223,883</u>	<u>24,260,834</u>
DEFERRED INFLOWS OF RESOURCES			
Deferred Pension Inflows (14)	9,637	9,637	9,637
Deferred Inflows of Resources	<u>9,637</u>	<u>9,637</u>	<u>9,637</u>
NET ASSETS	<u>\$ 78,652,670</u>	<u>\$ 74,199,231</u>	<u>\$ 72,922,022</u>

4.2

14

Significant Events:

1. Restricted Cash - 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.
 2. Reserved Cash - Funds have been internally reserved as matching funds related to the FAST NY grant supporting STAMP development. Funds have also been reserved as collateral for the \$4M letter of credit required by NYPA.
 3. Grants Receivable - National Grid grants support marketing and development activities for STAMP and the LeRoy Food & Tech Park.
 4. Accounts Receivable - Current - Economic Development Funding, MTC Management, Project Origination Fee installments due within 12 months of the balance sheet date (Hecate Solar \$275K, GE Bergen \$100K & HP Hood \$129.8K), misc.
 5. Deposits - Includes deposit paid to NY Power Authority, which will be reduced as expenses are recognized; Down payment on the 345 kv breaker for STAMP; MTC lease security deposit.
 6. Prepaid Expense(s) - CCS Task 2 Annual Raptor Survey, and insurance.
 7. Land Held for Dev. & Resale - Additions are related to STAMP development costs.
 8. 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.
 9. Accounts Payable - 2025 legal expenses related to Ellicott Station that will be paid in 2026, interest earned on grant funds that will be remitted to ESD, dental insurance and e3communications.
 10. 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.
 11. Loans Payable - ESD - Current - Loans from ESD to support STAMP land acquisition and related soft costs.
 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 - STAMP ESD grant funds received in advance and deposited into an imprest cash account (related to the \$33M grant, \$8M grant and \$56M FAST NY grant); Municipal and National Fuel grant funds received, but not yet expended / earned; interest received in advance; Genesee County contribution received in advance.
 14. 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, STAMP Letter of Credit Reserve, Workforce Dev Funds, CBA Funds.

Genesee County Economic Development Center
Dashboard - May 2026
Profit & Loss - Accrual Basis

DRAFT

	YTD				2026 Board Appr.	2026 YTD %
	<u>5/31/26</u>	<u>5/31/25</u>	<u>2026</u>	<u>2025</u>	<u>Budget</u>	<u>of Budget</u>
<u>Operating Revenues:</u>						
Genesee County	\$ 19,459	\$ 19,459	\$ 97,296	\$ 97,296	\$ 233,513	42%
Genesee County - WFD	2,083	2,083	10,416	10,416	25,000	42%
Fees - Projects	1,250	750	54,250	4,794,972	1,057,000	5%
Fees - Services	7,372	7,309	36,859	36,546	88,460	42%
Interest Income on Loans	117	170	628	895	1,330	47%
Rent	3,350	1,500	9,350	10,055	28,780	32%
Common Area Fees - Parks	-	-	2,836	2,814	2,855	99%
Grants (1)	4,559,210	2,205	6,149,233	6,745,760	35,913,690	17%
GGLDC Grant - Econ. Dev. Program Support	25,000	25,000	125,000	125,000	300,000	42%
Land Sale Proceeds	-	-	10,010	-	-	N/A
BP ² Revenue	-	-	-	7,374	45,752	0%
Other Revenue (2)	25,490	51,756	143,897	179,675	86,915	166%
Total Operating Revenues	4,643,331	110,232	6,639,775	12,010,803	37,783,295	18%
<u>Operating Expenses</u>						
General & Admin	127,058	127,394	668,266	619,519	1,800,355	37%
Professional Services (3)	54,093	76,824	199,680	140,746	257,065	78%
Site Maintenance/Repairs	4,955	1,233	9,010	4,350	64,500	14%
Property Taxes/Special District Fees	-	-	3,659	3,873	4,137	88%
BP ² Expense	-	-	-	-	-	N/A
PIF Expense	-	-	106,835	71,284	205,137	52%
Grant Expense - Batavia Home Fund	-	10,000	-	10,000	-	N/A
CBA Pass Through	-	-	-	-	-	N/A
Site Development Expense	56,400	100	170,200	397,599	30,460,169	0.6%
Real Estate Development (4)	4,897,292	10,918	5,359,992	6,150,321	7,406,981	72%
Balance Sheet Absorption	(4,897,292)	(10,918)	(5,359,992)	(6,150,321)	-	N/A
Total Operating Expenses	242,506	215,551	1,157,650	1,247,371	40,198,344	3%
Operating Revenue (Expense)	4,400,825	(105,319)	5,482,125	10,763,432	(2,415,049)	
<u>Non-Operating Revenue</u>						
Other Interest Income	52,614	64,720	248,523	295,851	388,000	64%
Total Non-Operating Revenue	52,614	64,720	248,523	295,851	388,000	64%
Change in Net Assets	4,453,439	(40,599)	5,730,648	11,059,283	\$ (2,027,049)	
Net Assets - Beginning	74,199,231	54,611,850	72,922,022	43,511,968		
Net Assets - Ending	\$ 78,652,670	\$ 54,571,251	\$ 78,652,670	\$ 54,571,251		

Significant Events:

1. Grants YTD - Med Tech Landing annual contribution to the Batavia Home Fund (to be paid in 2026-2045); PIF from RJ Properties (Liberty Pumps) supports Apple Tree Acres Infrastructure improvements; PIF from Yancey's Fancy supports Infrastructure Fund Agreement with the Town of Pembroke; Community Benefit Agreement payment dedicated to STAMP by sourcing debt service payments to the County; National Grid grant supports marketing and development activities for STAMP; ESD \$33M, \$8M and FAST NY Grants support STAMP engineering, environmental, legal, infrastructure, etc.
2. Other Revenue YTD - Annual meeting registrations, local labor reporting and data center project review expenses covered by participating projects, misc.
3. Professional Services YTD - Includes legal and consulting services for the data center project review, local labor requirements, government relations, audits, and other related
4. Real Estate Development Costs YTD - STAMP development costs.

Genesee County Economic Development Center
May 2026 Dashboard
Statement of Cash Flows

DRAFT

	5/31/26	YTD
CASH FLOWS USED BY OPERATING ACTIVITIES:		
Genesee County	\$ 21,542	\$ 129,254
Fees - Projects	1,250	44,250
Fees - Services	-	22,115
Interest Income on Loans	72	565
Rent	3,350	9,350
Common Area Fees - Parks	-	2,836
Grants	-	1,023,807
GGLDC Grant - Economic Development Program Support	-	75,000
Other Revenue	25,491	192,666
Repayment of Loans	1,816	23,340
Net Land Sale Proceeds	-	10,010
Customer Deposit	224,540	374,770
General & Admin Expense	(106,510)	(702,296)
Professional Services	(54,093)	(336,524)
Site Maintenance/Repairs	(4,955)	(9,010)
Site Development	(126,289)	(240,189)
Property Taxes/Special District Fees	-	(3,659)
PIF Expense	-	(124,021)
Deposit Paid	-	(1,216,415)
Improv/Additions/Adj to Land Held for Development & Resale	(4,901,438)	(6,607,483)
Net Cash Used By Operating Activities	<u>(4,915,224)</u>	<u>(7,331,634)</u>
CASH FLOWS USED BY CAPITAL & RELATED FINANCING ACTIVITIES:		
Purchase of Capital Assets/Leasehold Improvements	-	(10,200)
Net Cash Used By Capital & Related Financing Activities	<u>-</u>	<u>(10,200)</u>
CASH FLOWS USED BY NONCAPITAL FINANCING ACTIVITIES:		
Principal Payments on Loan	-	(335,000)
Net Cash Used By Noncapital Financing Activities	<u>-</u>	<u>(335,000)</u>
CASH FLOWS PROVIDED BY INVESTING ACTIVITIES:		
Interest Income (Net of Remittance to ESD)	<u>58,035</u>	<u>221,645</u>
Net Change in Cash	(4,857,189)	(7,455,189)
Cash - Beginning of Period	33,094,748	35,692,748
Cash - End of Period	<u>\$ 28,237,559</u>	<u>\$ 28,237,559</u>
RECONCILIATION OF NET OPERATING REVENUE TO NET CASH USED BY OPERATING ACTIVITIES:		
Operating Revenue	\$ 4,400,825	\$ 5,482,125
Depreciation Expense	136	569
(Increase) Decrease in Operating Accounts/Grants Receivable	(33,321)	452,458
Increase in Deposits	-	(842,448)
(Increase) Decrease in Prepaid Expenses	10,287	(15,004)
Decrease in Loans Receivable	1,816	23,340
Increase in Land Held for Development & Resale	(4,897,292)	(5,351,397)
Decrease in Operating Accounts Payable	(77,946)	(1,753,987)
Increase (Decrease) in Accrued Expenses	14,558	(8,642)
Decrease in Unearned Revenue	(4,558,827)	(5,580,340)
Increase in Customer Deposits	224,540	261,692
Total Adjustments	<u>(9,316,049)</u>	<u>(12,813,759)</u>
Net Cash Used By Operating Activities	<u>\$ (4,915,224)</u>	<u>\$ (7,331,634)</u>

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Budget Timeline

Genesee County Economic Development Center

	June/July	Planning Assumptions / Preliminary Inputs
	August 4	Budget Workshop - Audit & Finance Committee Meeting *Review / Discuss Budget Assumptions and Preliminary Inputs
	Sept 1	Audit & Finance Committee Review of Draft Budget & Recommendation
	Sept 3	Board Review & Approval
	Sept 4	Submission to Genesee County Manager
	By Nov 1	Budget to ABO/Post on GCEDC Web Site

GCEDC

Audit & Finance Committee Meeting Report

Consulting assistance on local labor policy reporting and conformity for projects

Loewke Brill Consulting Group, Inc. has been the GCEDC's consultant who assists with the monitoring and reporting of company's compliance with the local labor policy. The Board has determined that companies need to provide GCEDC with a deposit that will cover the costs of these services. Any amount not utilized will be returned to the company.

The following fee is based on the company's project description and timeline as provided in the application for incentives.

Project: STREAM US Data Centers, LLC.

Fund Commitment: \$87,800.

Committee Action Request: Recommend to the full Board approval of the contract with Loewke Brill contingent upon receipt of the deposit from the project.

INVOICE



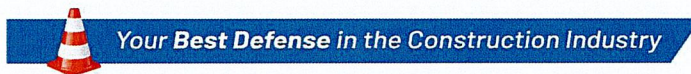
Invoice #: 21-018

DATE: 06/18/26

Project Name: Stream U.S. Data Centers, LLC **Start:** 8/1/2026 **Projected Finish:** 08/01/31

Professional Service	Rate	Amount	TOTAL PRICE
One Time Project Set Up Fee	\$1,400.00	1	\$1,400.00
Monthly Reporting Fee	\$850.00	60	\$51,000.00
Inspection Fee	\$475.00	60	\$28,500.00
Waiver Processing Fee (Estimated)	\$460.00	15	\$6,900.00
Please Note: All project budgets include 6 extra months of billing in case a project goes over it's timeline. All leftover money will be sent back to the applicant			
TOTAL			\$87,800.00

Due Upon Receipt



491 Elmgrove Rd. • Suite #2 • Rochester, NY • 14606 • Office (585) 647-9350 • Fax (585) 647-3508

GCEDC Summary Report

Penny Heimlich

Audit & Finance Committee – June 30, 2026

Board Meeting – July 2, 2026

Innovation Zone Rental Program:

The Genesee County Economic Development Center (GCEDC) offers the Innovation Zone's shared coworking space and conference room to the public for rental. The space is intended to provide entrepreneurs, startups, small businesses, remote professionals, and other organizations with access to a flexible, professional workspace that encourages collaboration, innovation, and business growth.

An agreement establishes the general terms and conditions for the rental programs offered, including use of the shared workspace, member responsibilities, fees, liability, and administrative procedures. The agreement provides a consistent framework for managing memberships while protecting the interests of the GCEDC. This agreement will be modified to cover each category of rental offered.

Board Request / Fund Commitment:

Approve the Innovation Zone Rental Program, as presented. Authorize the President/Chief Executive Officer to execute Agreements with prospective renters. Example attached.

INNOVATIONZONE

CONTACT: Chris Suozzi • V.P. of Business Development • csuozzi@gcedc.com • (585) 343-4866



HOURS: Monday - Friday 8:30 a.m. - 5:00 p.m.



LaunchNY



**Economic
Development Center**

	work space	student work space	executive conference room/training center
 FEE PER DAY:	\$20	\$5	\$150
 FEE PER WEEK:	\$100	\$20	\$500
 FEE PER MONTH:	\$200	\$50	Rates above apply

WORKSPACE: Workspace includes access to shared creative space. Executive space fee does not include general workspace use. Programs and meetings that are held by the GCEDC or partners will not be charged. Students must provide proof that they are registered full time. Video conferencing with Innovation Zone partners or for public work sessions will not be charged.

Dr. Bruce A. Holm MedTech Center

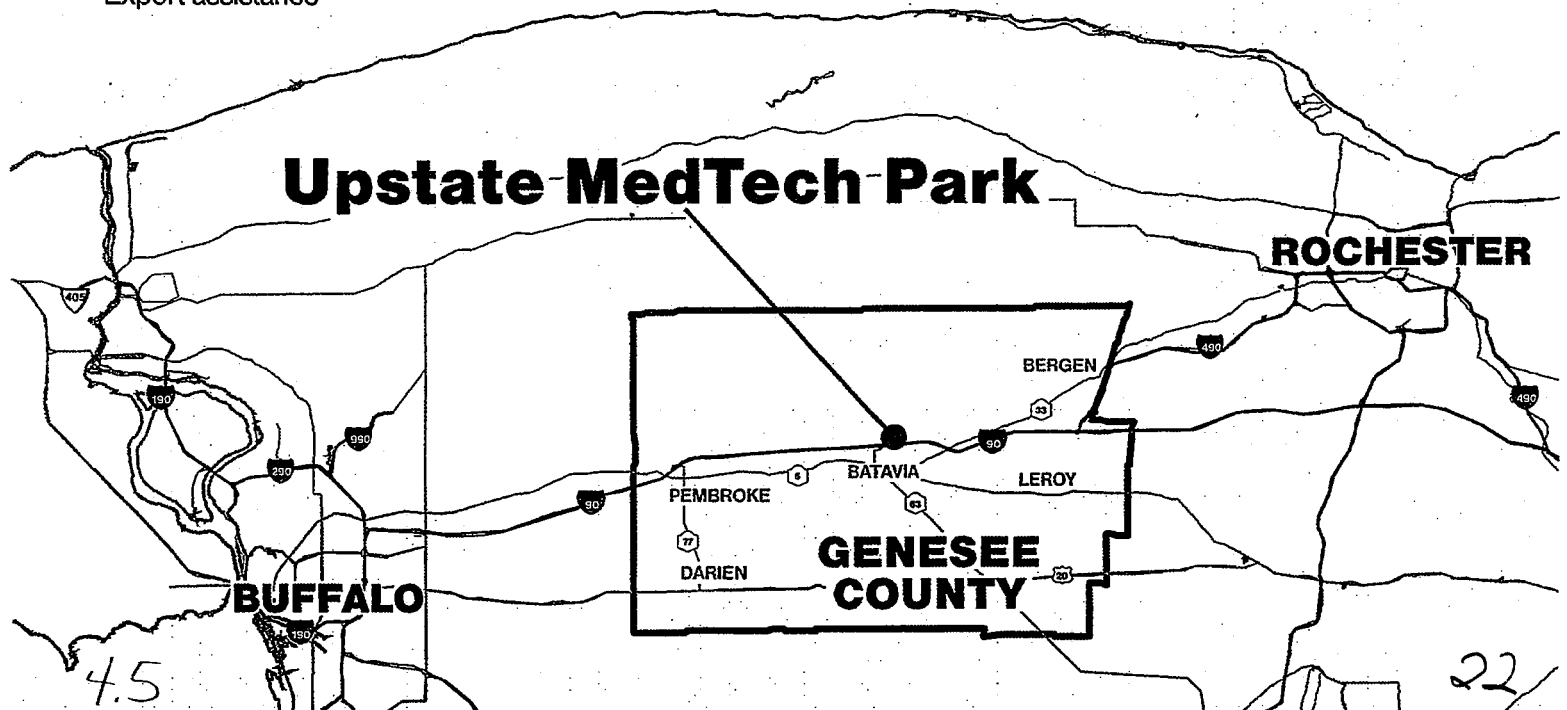
34 acres build to suit high-tech and medical device park, located near Genesee Community College. An additional 65,000 sq ft pre-permitted building available:

- Commercialization support
- Patent assistance
- Office and labs build to suit
- Pilot product testing facility
- Foreign Trade Zone
- Export assistance

STARTUPNY

certified location
no state taxes for 10 years

Upstate MedTech Park





This Membership Agreement ("Agreement") is entered into between _____ ("Member") and the **Genesee County Economic Development Center** ("GCEDC") and sets forth the terms and conditions governing Member's use of the Innovation Zone located at the GCEDC offices.

1. Membership and Fees

1.1 Monthly Membership Fee - Membership in the Innovation Zone is available for a fee of **Two Hundred Dollars (\$200.00) per month per individual user**. Membership provides access to the shared workspace within the Innovation Zone during normal business hours (8:30 am -5:00 pm) in accordance with the terms of this Agreement. GCEDC reserves the right to adjust the monthly membership fee on an annual basis at its sole discretion. Any fee increase shall be communicated to Members in writing at least thirty (30) days prior to the effective date of the new rate.

1.1.1 Additional Users and Guests - Membership permits the Member to conduct occasional meetings and host clients, guests, contractors, or other visitors in the Innovation Zone in accordance with this Agreement. However, if more than one individual from the Member's business or organization regularly uses the Innovation Zone as a workspace, each such individual must maintain a separate membership and pay the applicable membership fee. The monthly membership fee is Two Hundred Dollars (\$200.00) per person, per month for each individual who regularly works from the Innovation Zone. GCEDC reserves the right to determine whether an individual's use constitutes regular workspace use rather than occasional guest access.

1.2 Payment Terms - Membership fees are due and payable prior to the first day of each month. Payments shall be made by check payable to GCEDC or by any other method approved by GCEDC.

1.3 Private Conference Room Use - Members may reserve the larger private conference room for meetings, subject to availability and scheduling requirements. Use of the private conference room is subject to an additional fee established by GCEDC. Reservations will be accommodated on a first-come, first-served basis.

1.4 Membership Benefits and Exclusions - Monthly Membership provides access to the Innovation Zone workspace and the membership benefits expressly described in this Agreement. Membership does not include business consulting, technical assistance, administrative support, grant assistance, copying, printing, mailing, or other support services provided by GCEDC.

2. Use of Shared Workspace

2.1 Common Area Meeting Table - Members may utilize the large table located within the shared workspace for informal meetings with staff, clients, or guests. The table is located in a common area and is not reservable or guaranteed for private or exclusive use. Availability may vary based on occupancy and use by other members.

2.2 Shared Work Environment - The Innovation Zone is a collaborative workspace that may be occupied by multiple members simultaneously. Members shall conduct themselves in a professional, courteous, and respectful manner and shall not engage in activities that unreasonably interfere with the use and enjoyment of the facility by others.

2.3 Board Meetings and Facility Use - GCEDC reserves the right to utilize the Innovation Zone for Board meetings, official functions, and other organizational purposes. A tentative Board meeting schedule will be provided for planning purposes; however, all dates and times remain subject to change at GCEDC's discretion.

3. Facility Rules and Responsibilities

3.1 Business Use - The Innovation Zone is intended solely for legitimate business and professional activities. Personal, social, political, or recreational events are not permitted without prior written approval from GCEDC.

3.2 Care of Premises - Members are responsible for maintaining the workspace in a clean, orderly, and professional condition. At the conclusion of each use, Members shall remove all personal items and dispose of trash in designated receptacles. Any furniture or equipment moved by the Member shall be returned to its original location.

3.3 Damage to Property - Members shall be responsible for any damage to the facility, furnishings, fixtures, equipment, or other property caused by the Member or the Member's employees, guests, clients, contractors, or invitees. Any damage shall be reported to GCEDC promptly. Members agree to reimburse GCEDC for the reasonable cost of repair or replacement resulting from such damage.

3.4 Smoking and Vaping - Smoking, vaping, and the use of any tobacco or nicotine products are strictly prohibited within the building and on the premises except in designated outdoor areas, if any.

3.5 Signage and Decorations - No signs, decorations, displays, or other materials may be installed in a manner that damages walls, floors, furniture, fixtures, or other surfaces. Nails, screws, tacks, or other devices that penetrate surfaces are prohibited. Open flames, fireworks, hazardous materials, and similar items are not permitted. Any significant signage or decorations must receive prior approval from GCEDC.

4. Liability and Risk

4.1 Personal Property - Members are solely responsible for their personal property and equipment. GCEDC shall not be responsible for any property that is left unattended, lost, stolen, or damaged while on the premises.

4.2 Indemnification - The Member assumes full responsibility for its activities and the activities of its employees, guests, clients, contractors, and invitees while using the Innovation Zone. The Member agrees to indemnify, defend, and hold harmless GCEDC, its officers, directors, employees, and agents from and against any claims, damages, liabilities, costs, or expenses arising out of the Member's use of the facility, except to the extent caused by the gross negligence or willful misconduct of GCEDC.

4.3 Limitation of Liability - To the fullest extent permitted by law, GCEDC shall not be liable for any indirect, incidental, consequential, special, or punitive damages arising from or related to the Member's use of the Innovation Zone. In no event shall GCEDC's total liability under this Agreement exceed the amount of membership fees paid by the Member during the twelve (12) months immediately preceding the event giving rise to the claim.

4.4 Insurance Requirements - The Member shall maintain commercial general liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate. Proof of such insurance shall be provided to GCEDC prior to occupancy and shall remain in effect throughout the term of this Agreement. The policy shall name the **Genesee County Economic Development Center (GCEDC)** as an additional insured for the duration of this Agreement, and the Member shall provide evidence of such additional insured status upon request. GCEDC may waive or modify this requirement for individual members or low-risk business activities at its sole discretion.

5. Term and Termination

5.1 Termination by Either Party - Either party may terminate this Agreement upon thirty (30) days' written notice to the other party.

5.2 Immediate Termination - GCEDC reserves the right to suspend or terminate membership immediately for non-payment, misuse of the facility, violation of this Agreement, or conduct that adversely affects the safety, operations, or reputation of GCEDC or other members.

Acceptance - By signing below, the parties acknowledge that they have read, understood, and agree to be bound by the terms and conditions of this Agreement.

MEMBER

Name: _____

Company: _____

Signature: _____

Date: _____

GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER

By: _____

Title: _____

Date: _____

By signing below, the parties acknowledge that they have read, understand, and agree to the terms of this Agreement.

MOU with Town of Alabama

Discussion: The GCEDC and STAMP Sewer Works Corp. has completed the BODR for the construction and operation of a new force main sewer line from the STAMP Site to the Village of Oakfield Waste Water Treatment Facility ("Oakfield WWTF") to provide wastewater treatment services to STAMP. In connection with the STREAM US Data Centers, LLC project the Town of Alabama Planning Board has requested that an MOU be put in place between the GCEDC and the Town of Alabama that outlines the timeline for construction of the force main as it relates to the proposed projects construction timeline, if approved.

Fund Commitment: None at this time.

Committee Action request: Recommend approval of executing the MOU with the Town of Alabama.

STAMP FORCE MAIN MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (this “**Agreement**”) is made this ____ day of _____, 2026 (“**Effective Date**”), by and between the Town of Alabama, New York (the “**Town**”), a municipal corporation organized under the laws of the State of New York, having an address of 2218 Judge Rd, Oakfield, New York 14125, and the Genesee County Industrial Development Agency, doing business as the Genesee County Economic Development Center (“**GCEDC**”), a public benefit corporation organized under the laws of the State of New York, having an address of 99 Medtech Drive, Suite 106, Batavia, New York 14020. The Town and the GCEDC shall hereinafter be referred to collectively as the “**Parties**” and individually as a “**Party**.”

WITNESSETH:

WHEREAS, the GCEDC and its affiliate, the Genesee Gateway Local Development Corporation (“**GGLDC**”), together with STAMP Sewer Works, Inc. (“**SSW**”) have been working to develop sewer infrastructure to support the Western New York Science & Technology Advanced Manufacturing Park (“**STAMP**”), a planned 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 63/77, approximately five miles north of the I-90/New York State Thruway (“**STAMP Site**”); and

WHEREAS, GGLDC, with the consent of the Town, formed SWW in accordance with the provisions of Article 10 of the New York Transportation Corporation Law (“**TCL**”), to construct, own and operate all sewer infrastructure and provide sewage treatment and discharge services to STAMP’s commercial tenants; and

WHEREAS, SSW, in conjunction with the Town and the Village of Oakfield (the “**Village**”), seeks to construct and operate sewer infrastructure consisting of: (1) a force main (“**Force Main**”) from the STAMP Site to the connection point within the Village of Oakfield to the Village of Oakfield Wastewater Treatment Facility (“**Oakfield WWTF**”); (2) pump stations and related equipment and infrastructure (“**Pump Station**”); and (3) upgrades to the Oakfield WWTF (collectively 1-3, the “**Oakfield Force Main**”); and

WHEREAS, a coordinated environmental review for the Oakfield Force Main pursuant to New York State Environmental Quality Review Act (“**SEQRA**”), was undertaken by the GCEDC as lead agency culminating in a negative declaration that was issued on August 1, 2024 (“**2024 Negative Declaration**”); and

WHEREAS, SSW and the Village negotiated and entered into a construction agreement and supply agreement (“**Village Contracts**”) with the Village governing the process of designing and constructing the Oakfield Force Main, and requiring SSW be responsible for all costs associated with the design, permitting and installation of the Oakfield Force Main; and

WHEREAS, in 2026, SSW and GCEDC negotiated and entered into a funding agreement (“**Funding Agreement**”) governing the process by which SSW and GCEDC may cooperate to

assist SSW in completing the scopes of work contemplated in the Village Contracts

WHEREAS, in 2025, SSW provided the Town with an updated basis of design (as subsequently updated to address Town and other comments received, the “**BODR**”) report pursuant to its construction agreement with the Village and in furtherance of the completion of the Oakfield Force Main; and

WHEREAS, in 2025, the Town Board by resolution approved the construction of the portion of the Oakfield Force Main proposed to be constructed in the Town; and

WHEREAS, the Town has requested that GCEDC provide additional information regarding the proposed timing of the construction and completion of the Oakfield Force Main; and

WHEREAS, the purpose of this Agreement is to set forth the respective rights and obligations of the Parties with respect to the construction, operation and maintenance of the Oakfield Force Main in the Town.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Section 1. Oakfield Force Main Route. SSW shall complete design and install the Pump Station and Force Main as shown on the plans attached hereto as *Exhibit A*. It is anticipated that construction of the Force Main will commence in Spring, 2027 and construction will be complete by the end of 2028.

Section 2. Ownership and Maintenance of the Oakfield Force Main. SSW shall own, operate and maintain the Pump Station and Force Main from the STAMP Site to the connection point with the Oakfield WWTF. SSW shall be responsible for all costs associated with the design, permitting and installation of the Oakfield Force Main. The Village shall own, operate and maintain the Oakfield WWTF.

Section 3. Cooperation. The Parties shall cooperate with one another, in good faith, to effectuate the purposes of this Agreement, including coordination with all appropriate governmental authorities having the requisite jurisdiction to approve or permit the construction, operation and maintenance of the Oakfield Force Main, and each Party agrees to take such actions, and to execute and deliver to one another such documents, as one Party may reasonably request of the other, so as to carry out more effectively and completely the purposes of this Agreement. Except as otherwise provided herein, each Party shall bear its own costs in consulting and cooperating with the other. GCEDC hereby agrees it shall, consistent with the Funding Agreement, expeditiously work with SSW to facilitate construction and operation of the Oakfield Force Main. Each Party agrees that construction of the Oakfield Force Main requires the cooperation of various private and governmental third-parties outside of GCEDC’s control, and that nothing herein shall be deemed to require GCEDC to compel such third-parties to act. Each Party will endeavor to keep the other

Party informed of progress of the actions contemplated by this Agreement, including without limitation, construction and approval progress.

Section 4. Termination. This Agreement will terminate upon completion of the Oakfield Force Main, or twenty-four (24) months from the Effective Date of this Agreement. The term of this Agreement may be extended by written consent of the Parties.

Section 5. Notices. Any notice or communication by any Party to the other required or permitted hereunder shall be in writing and shall be deemed duly served as of (a) the date it is delivered by hand, (b) three (3) business days after having been mailed by certified mail, postage prepaid, return receipt requested, or (c) the next business day after having been sent for delivery on the next business day, shipping prepaid, by a nationally recognized overnight courier, in each case to the receiving Party at the address set forth below, or at such other address as a Party may designate by written notice to the other Party sent in the manner set forth herein.

To the GCEDC at: 99 MedTech Drive, Suite 106
Batavia, NY 14020
Attn: Mark Masse,
President and CEO

with a copy to: Phillips Lytle, LLP
One Canalside
125 Main Street
Buffalo, NY 14203
Attn: Adam Walters, Esq.

To the Town at: 2218 Judge Rd
Oakfield, NY 14125
Attn: Town Supervisor

with a copy to: [REDACTED]
Attn:

Either party may change its address(s) for purposes of this paragraph by giving the other party notice of the new address in the manner set forth above.

Section 6. Consultation. During the term of this Agreement, representatives of the GCEDC and the Town shall attend periodic meetings at mutually agreeable times to confer about the progress of the Parties' activities under this Agreement.

Section 7. 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 and designated as such. Any forbearance or delay on the part of any 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.

Section 8. Dispute Resolution. If a Party to this Agreement has reasonable grounds to believe that another Party hereto has failed to perform any obligation hereunder, such Party shall promptly notify the other Party in writing of the substance of its belief. The Party receiving such notice must respond in writing within ninety (90) days of receipt of such notice and either provide evidence of cure of such failure, or provide an explanation of why it believes that its performance is in accordance with the terms and conditions of this Agreement, and also specify three (3) dates, all of which must be business days within ninety (90) days from the date of its response, for a meeting of the designated representatives of the Parties, each of whom shall have the authority to resolve and settle the dispute. The Party claiming failure of performance shall then select one (1) of the three (3) dates, and a dispute resolution meeting shall be held. If the Parties cannot, in good faith discussions, resolve their dispute, they shall be free to pursue all remedies allowed at law and/or in equity without prejudice.

Section 9. Obligations of the GCEDC. The obligations and agreements of the GCEDC contained in this Agreement and in any other document or instrument executed in connection with this Agreement, and any other document or instrument supplemental thereto or hereto, shall be deemed the obligations and agreements the GCEDC, and not of any member, officer, agent, servant or employee of the GCEDC in his individual capacity, and the members, officers, agents, servants and employees, past, present and future, of the GCEDC shall not be liable personally hereon or thereon or be subject to any personal liability or accountability based upon or in respect hereof or thereof or of any transaction contemplated hereby or thereby. The obligations and agreements of the GCEDC contained herein and therein shall not constitute or give rise to an obligation of the State of New York or the County of Genesee and the State of New York and the County of Genesee shall not be liable hereon or thereon, and, further, such obligations and agreements shall not constitute or give rise to a general obligation of the GCEDC, but rather shall constitute limited obligations of the GCEDC payable solely from the revenues of the GCEDC derived and to be derived for the purposes of developing STAMP or from the lease, sale, or other disposition of the GCEDC's interest in the STAMP Site.

Section 10. Entire Agreement. Each Party acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms. This Agreement (including all appendices, schedules, exhibits, or addenda attached hereto) constitutes the entire agreement and understanding of the Parties and supersedes all prior and contemporaneous proposals, agreements, and understandings, oral and written, relating to the subject matter of this Agreement, provided, however, that the Parties may enter into subsequent written agreements to further define or modify the scope of the Project or the rights and obligations of the Parties with respect to the Project, and such subsequent written agreements shall be considered part of this Agreement.

Section 11. Applicable Law. This Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of New York, without regard to principles of conflicts of law.

Section 12. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns. This Agreement may not be assigned without the prior written consent of the Parties. Upon assignment of its rights and obligations under this Agreement, the assigning Party shall have no obligations or liability to the other Party under this Agreement.

Section 13. Severability. If any provision of this Agreement shall be held by any court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be of no force and effect, and such invalidity, illegality, or unenforceability shall have no effect upon, and shall not impair the enforceability of, any other provision of this Agreement.

Section 14. Force Majeure. Neither Party hereto shall be liable to the other for default or delay in the performance of any of its obligations hereunder due to act of God; accident; fire; flood; storm; riot; war; act of terrorism; sabotage; explosion; strike; concerted acts of workers; national defense requirements; governmental law; ordinance; rule or regulation (whether valid or invalid); act of any non-Party governmental body (including any delay in decisions regarding permits, authorizations or funding, or delays in funding, by any governmental authority), extraordinary failure of equipment or apparatus; inability to obtain electricity or other type of energy, feedstock, raw or finished material from normal sources of supply, labor, equipment, transportation, permits, or licenses; or any similar or different contingency beyond its reasonable control which would prevent or delay performance or make performance commercially impracticable.

Section 15. Modifications. No modification of this Agreement shall bind any Party unless expressly set forth in writing and manually signed and accepted by an authorized representative of the Party sought to be bound by such writing.

Section 16. Word Usage. As used in this Agreement, the word "including" and variations thereof shall be deemed to be followed by the words "without limitation".

Section 17. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument, and any of the Parties or signatories hereto may execute this Agreement by signing any such counterpart.

Section 18. Headings and Drafting of Agreement. Any 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.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by its duly authorized officials as of the date first above written.

Genesee County Economic Development Center

By: _____

Name: Mark A. Masse

Title: President and CEO

Date: _____, 2026

Town of Alabama, New York

By: _____

Name:

Title:

Date: _____, 2026

Exhibit A

Consulting contracts for project evaluation

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

Fund Commitment:

1. CPL – not to exceed an additional \$35,000

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

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



June 24, 2026

Mark Masse, President & CEO
Genesee County Economic Development Center
99 Med Tech Drive, Suite 106
Batavia, NY 14020

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

Dear Mark:

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

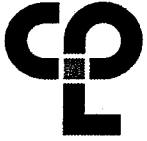
Our proposal is based on the following:

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

Based on our initial discussions and Technical Team meetings, the original Scope of Work included:

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

6.2



As the SEQR documentation was prepared and submitted by Stream Data Centers, the SEQR review process identified additional tasks, which CPL has undertaken to support the Town Planning Board and GCEDC in their evaluation of potential project impacts. These tasks include:

1. Detailed site plan review and comment.
2. Detailed SWPPP and stormwater review, including the review of multiple iterations of the SWPPP documents to determine if the DEC's comments were adequately addressed.
3. Review and response to the Tonawanda Seneca Nation and Sierra Clubs comments on SWPPP and the Geotechnical Investigation prepared by STREAM.
4. Detailed review of the geotechnical report prepared by Whitestone for STREAM.
5. Review and comment on STREAM's telecommunication corridor and easement through the STAMP site.
6. Review and comment on STREAM's Inadvertent Return (IR) Contingency Plan for HDD installations below creeks and wetlands.
7. Consultation with and study by M/E Engineering to prepare a Conceptual Fluid Dynamics (CFD) study to review the heat island effect of STREAM Data Centers. (M/E Engineering fees \$17,720.00)

CPL will perform the Scope of Work on an hourly, not-to-exceed basis in increasing the total not to exceed amount to **\$60,000** (\$25,000 per the original agreement + \$17,720.00 for the Heat Island study by M/E Engineering + \$17,280.00 for additional effort by CPL). Billing for services will be based on the hourly rate schedule as follows:

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

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

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



Mark A. Masse, C.P.A.
Genesee County Economic Development Center
June 24, 2026
Page 3 of 3

Very truly yours,

CPL

Andrew R. Kosa, P.E.
Principal

Enclosures

Authorization By: Mark A. Masse, President & CEO

Signature: _____
GCEDC/GGLDC

Date: _____

GCEDC Summary Report

Penny Heimlich

STAMP Committee Meeting – July 1, 2026

Board Meeting – July 2, 2026

Brush Hogging Bid Award

The Genesee Gateway Local Development Corporation (GGLDC) solicited bids for the annual mowing (brush hogging) of two grassland mitigation fields as part of the STAMP mitigation implementation program. The purpose of this work is to maintain high-quality grassland habitat in accordance with mitigation requirements within the Part 182 permit.

The two fields include:

- A 33-acre field located along Alleghany Road, south of STAMP Drive.
- A 25-acre field located north of Judge Road and east of Crosby Road.

Mitigation requirements specify that approximately one-third of each field (approximately 19 acres total) be mowed between August 15 and September 30. The selected contractor will coordinate with CC Environment prior to commencing the work to ensure compliance with environmental requirements.

Bid results are attached. Eleven companies were solicited for bids with only one bid received. Spur Line Construction submitted a bid in the amount of \$21,000 and provided all required documentation demonstrating compliance with the bid specifications, to be paid from the Part 182 mitigation account.

Board Request / Fund Commitment:

Approve an expenditure in an amount not to exceed \$21,000 for the annual brush hogging of the STAMP grassland mitigation fields in accordance with the bid specifications.

STAMP Brush Hogging 2026	Quote Amount	Insurance	Returned Docs	Bid Request Sent	Other Notes:
Spur Line Construction Corp.	\$21,000.00	X	X	6/15/2026	Confirmed receipt.
Precision Lawncare	N/A			6/15/2026	Does not have enough insurance, otherwise would bid.
Rogue Earthworks	No Reply			6/15/2026	Confirmed receipt.
Bubba's Landscape	No Reply			6/15/2026	Confirmed receipt.
Bison Earthworks	No Reply			6/15/2026	Confirmed receipt. Plans to check out the site/project.
WM Biers, Inc.	No Reply			6/15/2026	Confirmed receipt.
G&M Land Management	No Reply			6/15/2026	Called on 6/10, but couldn't leave message
Northeast Woodland Restoration, LLC	No Reply			6/15/2026	Confirmed receipt.
Mike Glazier - Arborist	No Reply			6/15/2026	Confirmed receipt.
Scalia's Landscape	N/A			6/15/2026	No longer has a brush hog and cannot do the work.
Alleghany Services	Could not fit it in to their schedule.			6/23/2026	Confirmed receipt by phone.



11171 Alley Road
Alden, NY 14004

SLCGCEDC062426

TO: Penny Heimlich
PHONE #: (585)343-4866
EMAIL: pheimlich@gcedc.com
JOB DESCRIPTION: Brush Hogging at the STAMP Site
LOCATION: Alabama, NY

WE HEREBY SUBMIT THE FOLLOWING BID:

AS PER YOUR REQUEST, WE HAVE COMPILED A WORK SCOPE FOR YOUR CONSIDERATION:

WORK SCOPE:

- Brush hog 1/3 of each field (approximately 19 acres in total)
- Complete between August 15th and September 30th
- Vegetation will be cut to about 8-12 inches
- Coordinate with Environmental Consultant prior to performing the work
- Environmental Consultant will flag boundaries of the mowing area ahead of time
- Equipment will be cleaned before arrival to prevent introduction of spread of invasive species

LOCATIONS TO BRUSH HOG:

- 33-acre field located along Alleghany Road, just South of STAMP drive
- 25-acre field located North of Judge Road and East of Crosby Road
- Coordination with Environmental Consultant about locations on the maps provided in the bid documents to ensure the correct areas are being brush hogged

NOTES:

- We understand this is a prevailing wage bid and that prevailing wage rates will apply

WE HEREBY SUBMIT PRICING BASED ON THE WORK SCOPE ABOVE:

JOB COST TOTAL (NOT INCLUDING SALES TAX): **\$21,000.00**

IF TAX EXEMPT PLEASE SUBMIT CERTIFICATE TO ap@spurlineconstruction.com WITH SIGNED PROPOSAL.

PAYMENT TO BE MADE AS FOLLOWS:

TERMS: DUE UPON RECEIPT OF INVOICE

Accepted PROPOSAL

SPUR LINE CONSTRUCTION IS AUTHORIZED TO COMPELTE THE WORK OUTLINED IN THE
ABOVE PROPOSAL AND AT THE PRICING INCLUDED.

AUTHORIZED SIGNATURE:

* PLEASE ATTACH A COPY OF PO IF APPLICABLE