

FINAL RESOLUTION
(Stream U.S. Data Centers, LLC Project)

A regular meeting of the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center was convened on Thursday, March 6, 2025.

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

Resolution No. 03/2025 - _____

RESOLUTION OF THE GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY D/B/A GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER (THE "AGENCY") (i) ACKNOWLEDGING THE PUBLIC HEARING HELD BY THE AGENCY ON FEBRUARY 3, 2025, WITH RESPECT TO THE STREAM U.S. DATA CENTERS, LLC (THE "COMPANY") PROJECT (THE "PROJECT"); (ii) AUTHORIZING (A) THE DISPOSITION OF THE LAND (AS DEFINED HEREIN) TO THE COMPANY AND (B) THE EXECUTION AND DELIVERY OF A PURCHASE AND SALE AGREEMENT, ALONG WITH RELATED DOCUMENTS; (iii) APPOINTING THE COMPANY AS AGENT OF THE AGENCY; (iv) AUTHORIZING 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, AND EQUIPPING OF THE PROJECT; (B) A PARTIAL MORTGAGE RECORDING TAX EXEMPTION AS AUTHORIZED BY THE LAWS OF NEW YORK STATE AND (C) A PARTIAL REAL PROPERTY TAX ABATEMENT STRUCTURED THROUGH A TAX AGREEMENT; AND (v) AUTHORIZING THE NEGOTIATION, EXECUTION AND DELIVERY OF A PROJECT AGREEMENT, LEASE AGREEMENT, LEASEBACK AGREEMENT, TAX AGREEMENT, PILOT MORTGAGE, MORTGAGE AND RELATED DOCUMENTS WITH RESPECT TO THE PROJECT.

WHEREAS, by Title 1 of Article 18-A of the General Municipal Law of the State of New York (the "State"), 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, LLC**, for itself or on behalf of an entity formed or to be formed by it or on its behalf (the "Company") has submitted an application (including supplemental information and documentation related thereto, 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" or "Project Double Reed") consisting of: (i) the retention by the Agency of a leasehold or other interest in approximately 60 acres of real

property located at Crosby Road in the Town of Alabama, Genesee County, New York and all other lands in the Town of Alabama where, by license or easement or other agreement, the Company or its designees are making improvements that benefit the Project (the "Land", being more particularly described as portions of tax parcel Nos. 10.-1-4.112 and 10.-1-3, as may be subdivided); (ii) the planning, design, construction and leasing of three (3) buildings totaling approximately 900,000 square feet to accommodate certain data processing related space, along with utility and site improvements, parking lots, access and egress improvements, signage, curbage, landscaping and stormwater retention and other 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, it is contemplated that the Agency will (i) designate the Company as agent of the Agency for the purpose of undertaking the Project pursuant to a project agreement (the "Project Agreement"), (ii) negotiate and enter into a lease agreement (the "Lease Agreement"), a leaseback agreement (the "Leaseback Agreement"), a tax agreement (the "Tax Agreement") and related documents with the Company, (iii) take title to or a leasehold interest in the Land, the Improvements, the Equipment and personal property constituting the Project (once the Lease Agreement, the Leaseback Agreement and the Tax Agreement have been negotiated), and (iv) provide 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 and equipping of the Project, (b) a partial mortgage recording tax exemption as authorized pursuant to the laws of New York State and (c) a partial real property tax abatement structured through the Tax Agreement (collectively, the "Financial Assistance"); and

WHEREAS, on January 16, 2025, the Agency adopted a resolution (the "Initial Resolution") pursuant to which the Agency (i) accepted the Application of the Company, (ii) directed that a public hearing be held, and (iii) described the forms of financial assistance being contemplated by the Agency with respect to the Project; and

WHEREAS, pursuant to Section 859-a of the Act, on Monday, February 3, 2025, at 4:00 p.m., the Agency held a public hearing with respect to the Project and the proposed Financial Assistance being contemplated by the Agency (the "Public Hearing") whereat interested parties were provided a reasonable opportunity, both orally and in writing, to present their views. A copy of the Notice of Public Hearing published and forwarded to the affected taxing jurisdictions at least ten (10) days prior to said Public Hearing is attached hereto as **Exhibit A**; and

WHEREAS, pursuant to the New York State Environmental Quality Review Act, Article 8 of the Environmental Conservation Law and the regulations adopted pursuant thereto at 6 N.Y.C.R.R. Part 617, as amended (collectively referred to as "SEQRA"), the Agency, on the date hereof, made certain findings in compliance with SEQRA (a copy of such findings are attached hereto as **Exhibit B**); and

WHEREAS, New York Public Authorities Law ("Public Authorities Law") Section 2897(6)(a) provides that "[a]ll disposals or contracts for disposal of property of a public authority made or authorized by the contracting officer shall be made after publicly advertising

for bids,"" except under circumstances set forth in Public Authorities Law Sections 2897(6)(c) and 2897(6)(f); and

WHEREAS, Public Authorities Law Section 2897(6)(c)(vi) states that ""[d]isposals and contracts for disposal of property may be negotiated or made by public auction without regard"" to Public Authorities Law section 2897(6)(a) -- *i.e.*, without public bidding -- when ""such action is otherwise authorized by law""; and

WHEREAS, New York General Municipal Law (""**General Municipal Law**"") Section 884 states ""[t]he provisions of any law relating to the requirement of public bidding with respect to the construction of public facilities or projects shall not be applicable to the acquisition, construction, reconstruction, improvement, maintenance, equipping and furnishing of projects authorized by"" the Enabling Act; and

WHEREAS, General Municipal Law Section 854(4), included within the Enabling Act, defines a ""project"" to mean ""any land, any building or other improvement, and all real and personal properties located within the state of New York and within or outside or partially within and partially outside the municipality for whose benefit the agency was created, including, but not limited to, machinery, equipment and other facilities deemed necessary or desirable in connection therewith, or incidental thereto, whether or not now in existence or under construction, which shall be suitable for manufacturing, warehousing, research, commercial, renewable energy or industrial purposes or other economically sound purposes identified and called for to implement a state designated urban cultural park management plan as provided in title G of the parks, recreation and historic preservation law and which may include or mean an industrial pollution control facility, a recreation facility, educational or cultural facility, a horse racing facility, a railroad facility, a renewable energy project or an automobile racing facility""; and

WHEREAS, in *Matter of Grossman v. Herkimer County Industrial Development Agency*, 60 A.D.2d 172, 180 (4th Dep't 1977) (""*Grossman*""), the Appellate Division, Fourth Department, recognized that General Municipal Law Section 884 ""specifically exempts industrial development agencies from the application of public bidding statutes with respect to the construction or reconstruction of projects authorized by"" the Enabling Act, including with respect to the sale of land in connection with the construction of a project; and

WHEREAS, pursuant to the authorization conferred by General Municipal Law Section 884, as applied by the Fourth Department in *Grossman*, the sale of land in connection with the construction of a data center at STAMP (which constitutes a ""project"" pursuant to General Municipal Law Section 854(4)) is therefore exempt from any public-bidding requirement that Public Authorities Law Section 2897(6)(a) could be claimed to impose;

WHEREAS, Public Authorities Law Section 2897(6)(c) states ""[d]isposals and contracts for disposal of property ... negotiated or made"" without public bidding shall be ""subject to obtaining such competition as is feasible under the circumstances;"" and

WHEREAS, in *Matter of Montgomery v. Metropolitan Transportation Authority*, 2009 WL 4843782, at *9 (Sup. Ct. N.Y. County Dec. 15, 2009), the Court recognized that factors affecting the feasibility of competition include the scope and complexity of the project, as well as the speculative nature of proposals' ultimate profitability; and

WHEREAS, STAMP is an advanced manufacturing technology campus on approximately 1,262 acres of land, making it unique in both scope and complexity; and

WHEREAS, the Agency has rightful concern about the speculative nature of proposals by applicants that lack any commitment from a prospective tenant for a contemplated data center at STAMP; and

WHEREAS, the Agency has received, reviewed, and duly considered three proposals (inclusive of the Company's Application) for the data center at STAMP; and

WHEREAS, in doing so, the Agency has obtained and evaluated such competition among those proposals as is feasible under the circumstances; and

WHEREAS, such evaluation has included evaluation of the advantages to New York State and the public interest with respect to the three proposals (inclusive of the Company's Application) for the data center at STAMP; and

WHEREAS, the Agency has determined that the two other competing proposals are not the most advantageous to the State, and that it would be in the public interest to reject the proposals submitted by Potentia Holdings, LLC (hereinafter referred to as "Project Hydroscale") and Project Rampart, LLC (hereinafter referred to as "Project Rampart"), respectively," because, among other things, those proposals' prospective profitability is speculative and implementing either proposal is anticipated to yield adverse environmental impacts discussed herein; and

WHEREAS, the Agency has determined that the Company's proposal is the most advantageous to the State, price and other factors considered, including, among other things, because the Company has provided more compelling substantiation for its proposal's anticipated profitability, and because minimizes impacts on the environment for the reasons discussed herein; and

WHEREAS, in accordance with the applicable provisions of the Public Authorities Law ("PAL"), the Agency desires to undertake the disposition of the Land to the Company (hereinafter, the "Disposition") as a negotiated disposition of real estate (which is exempt from public advertisement for bids pursuant to PAL Section 2897(6)(c)(v) and obtaining fair market value pursuant to PAL Section 2897(7)(ii)) for which the Agency is required to issue a Notice of Disposition to required recipients pursuant to PAL Section 2897(6)(d) (the "Disposition Notice"); and

WHEREAS, in accordance with the foregoing, and in accordance with (a) the Act; (b) the Agency's Disposition of Property Guidelines; (c) applicable provisions of the PAL, the Agency desires to authorize (i) the execution and delivery of a Purchase and Sale Agreement (the "PSA")

with the Company; (ii) the transfer of the Land to the Company in accordance with the PSA and (iii) other matters relating to the operation and maintenance of the Land through and including the date upon which the Land is transferred to the Company; and

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

WHEREAS, on account of the Company's significant capital investment, the Agency desires to authorize the President/CEO of the Agency to negotiate the Agency's administrative fee (the "Administrative Fee") with the Company in accordance with the Agency's Pricing and Fee Policy (the "Fee Policy"); and

WHEREAS, the Project Agreement, the Lease Agreement, the Leaseback Agreement, Tax Agreement, PILOT Mortgage and related documents will be negotiated and presented to the President/CEO, Chair, and/or Vice Chair of the Agency for approval and execution subject to adoption of the resolutions contained herein.

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) It is desirable and in the public interest for the Agency to appoint the Company as its agent for purposes of acquiring, constructing and equipping the Project; and

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

(D) The action to be taken by the Agency will induce the Company to develop the Project, thereby increasing employment opportunities in Genesee County, New York and otherwise furthering the purposes of the Agency as set forth in the Act; and

(E) The Project will not result in the removal of a facility or commercial, industrial, or manufacturing plant of the Company or any other proposed occupant of the Project from one area of the State to another area of the State or result in the abandonment of one or more plants or facilities of the Company or any other proposed occupant of the Project located within the State; and the Agency hereby finds that, based on the Application and the Company's certifications therein, to the extent occupants are relocating from one plant or facility to another,

the Project is reasonably necessary to discourage the Project occupants from removing such other plant or facility to a location outside the State and/or is reasonably necessary to preserve the competitive position of the Project occupants in their respective industries; and

(F) Based upon a review of the Application and the Full Environmental Assessment Form submitted to the Agency, the Agency, on the date hereof, issued a resolution confirming the Project's consistency with the Generic Environmental Impact Statement (as the same has been subsequently updated, the ""**GEIS**""") for the development of STAMP for purposes of SEQRA (a copy of such "consistency determination" is attached hereto as **Exhibit B**).

Section 2. The Public Hearing held by the Agency on Monday, February 3, 2025, at 4:00 p.m., concerning the Project and the Financial Assistance was duly held in accordance with the Act, including but not limited to the giving of at least ten (10) days published notice of the Public Hearing (such notice also provided to the Chief Executive Officer of each affected tax jurisdiction), affording interested parties a reasonable opportunity, both orally and in writing, to present their views with respect to the Project.

Section 3. Based upon the Application and the complete administrative record presented to the Agency, including all documents referenced within the Agency's Consistency Determination, as well as the memorandum prepared by Staff (""**Staff Memo**""") the Agency hereby makes the following additional findings:

- A. Project Double Reed is the least environmentally impactful project and is the most consistent with the analysis, thresholds and conditions set out in the STAMP GEIS.
 - 1) Project Double Reed requires significantly fewer backup power generators than Project Rampart or Project Hydroscale. Accordingly, as detailed in the SEQRA resolution, Project Double Reed proposes fewer air emissions, has lower noise emissions, less onsite storage of diesel fuel, and is overall clearly less impactful than Project Rampart or Project Hydroscale upon the surrounding communities.

- B. The Project is the most likely to successfully deploy a data center on the STAMP Site consistent with the Application.
 - 1) Project Double Reed is the most likely to bring its project to fruition because it is the only project that has any commitment, from an acceptable tenant to utilize 100% of the project space, as detailed in the Staff Memo.
 - 2) Project Double Reed's costs estimates and employment and wage information appear to be the most accurate since the Company has a soft commitment from a specific tenant and is fully familiar with that tenant's technical specifications and requirements.
 - 3) Project Double Reed's significantly lower air emissions will be the most straightforward of all of the data center projects from an air permitting perspective, whereas Project Rampart and Project Hydroscale will require more time-consuming permitting processes.
 - 4) The Agency will need to have a productive working relationship with any company seeking to locate at the STAMP Site, and is not looking to partner with a company that is essentially speculating on land that may flip either the Facility or

the ownership of the company to a third-party unknown to the Agency. While Project Double Reed has confirmed its client/tenant relationship and its intention to own the Facility for the life of the Tax Agreement, Project Rampart appears to neither own nor control any datacenters, with the parties representing Project Rampart having flipped entitlements received for other datacenters to unrelated third-parties and having confirmed that entitlements received at STAMP would be flipped if conditions were favorable.

- 5) Project Double Reed has proceeded in good faith throughout the application review process without resort to threats of litigation or other bad behavior to try to manipulate review of the application. By contrast, Project Rampart's actions throughout the application review process have indicated that Project Rampart would be unable to have a productive relationship with the Agency and other STAMP stakeholders. While Project Hydroscale has proceeded in good faith throughout the application process, the information provided by Project Hydroscale (particularly with respect to financial incentive requests) has repeatedly been modified, including well-after the Agency's cutoff date for ""best and final offers"" from the companies.

C. The Project pledges to create and/or retain quality, good paying jobs in Genesee County.

- 1) Project Hydroscale is pledging the highest employment and payroll at 200 jobs at an average salary of \$142,000 (annual payroll of approximately \$28.4 million); with the Company pledging the second highest at 122 jobs at an average salary of \$89,000 (annual payroll of approximately \$10.86 million); and Project Rampart pledging the least at 105 jobs at an average salary of \$64,095 (annual payroll of approximately \$6.73 Million).

D. Completion of the Project will enhance the long-term tax base and/or make a significant capital investment.

- 1) Project Double Reed is pledging the highest capital investment at \$6.3 billion, with Project Hydroscale at \$5.4 billion, and Project Rampart at \$3.3 billion.

E. The Project will contribute towards creating a "liveable community" by providing a valuable product or service that is underserved in Genesee County.

- 1) While this criteria relates primarily to the product or service provided by an applicant (and therefore is broadly identical for all three projects), as noted above, Project Double Reed's environmental impacts are significantly less than those proposed by Project Rampart and Project Hydroscale. Accordingly, Project Double Reed would contribute most towards "creating a livable community" in accordance with this standard.

F. The Agency Board of Directors (the "Board") has reviewed the Agency's Fiscal and Economic Impact analysis of the Project to determine if the Project will have a meaningful and positive impact on Genesee County. This calculation includes the estimated value of any tax exemptions to be provided along with the estimated additional sources of revenue for municipalities and school districts that the proposed project may provide.

- 1) As detailed in the Fiscal and Economic Impact analysis prepared for each project, the Project is projected to have a meaningful and positive impact on Genesee County.
- 2) Project Rampart is offering the highest land purchase price at \$350,000 per acre, totaling \$23.45 million for 67 acres; with Project Double Reed and Project Hydroscale both providing the next highest price at \$300,000 per acre (Project Double Reed requesting 60 acres, totaling \$18 million; and Project Hydroscale requesting 43 acres, totaling \$12.9 million). We note that Project Rampart has offered to sell acreage back to the Agency at cost if such acreage is not needed for their project. While the Agency is under no obligation to buy back acreage, this caveat does suggest that the project itself is subject to future uncertainty with respect to design.
- 3) Project Rampart proposes the highest PILOT/Host Agreement payments at \$135 million; with the Project at \$128 million; and Project Hydroscale pledging the least at \$76 million. We note that, following the deadline for companies to submit their "best and final offers" with respect to their projects, Project Hydroscale has since clarified that it would match the most competitive application. While this offer comes after the deadline, the Board acknowledges the same, however, this change does not impact the Board's conclusion regarding the overall analysis of the various projects.
- 4) In addition, as detailed in the electrical memorandum referenced in the Staff Memo addressing electrical infrastructure, the financial contributions by Project Double Reed analyzed in the Fiscal and Economic Impact Analysis that will be made to the electrical grid will contribute to the State's renewable energy goals and emission reduction targets as set forth in the State energy plan.

G. The Project is included in one of the Agency's strategic industries: Agri-Business and Food Processing, Manufacturing, Advanced Manufacturing and Nano-Enabled Manufacturing, Life Sciences and Medical Device.

- 1) All three projects fall within the Agency's targeted businesses for the STAMP Site (Technology Manufacturing). This use was specifically identified in the GEIS prepared for the development of STAMP as well as the incentive zoning agreement negotiated with the Town of Alabama.

H. The Project will give a reasonable estimated timeline for the completion of their proposed project.

- 1) As detailed above, Project Double Reed's estimated timeframe for completion of the proposed project is the most reasonable in light of several factors, including, but not limited to: (1) ability to secure a tenant in a timely fashion; (2) ability to obtain necessary permits and approvals in a timely fashion; (3) ability to construct a project consistent with tenant requirements in light of existing tenant relationship.

I. The Project will have a positive impact on existing and proposed businesses and economic development projects in the vicinity.

- 1) Project Double Reed will play a critical role as a tenant of the STAMP Site in supporting the overall goals of the development of STAMP and the positive impacts that will result for existing businesses and other economic development projects. Further, the financial benefits to the community will be utilized to fund infrastructure improvements throughout Genesee County which will benefit economic development projects (both existing and future) as well as the community at large.
- J. The affected tax jurisdictions will be reimbursed by the project occupant if a project does not fulfill the purposes for which an exemption was provided.
- 1) The Agency will enter into binding agreements with the Company prior to the issuance of any incentives which will include appropriate claw back mechanisms as required by law.
- K. The STAMP Project has received public support from the community and Project Double Reed helps to achieve the goals of STAMP.
- 1) As detailed in the public surveys completed for the STAMP project during the incentive zoning process completed by the Town of Alabama, the local community broadly supports the development of STAMP. While many public commenters at the February 3, 2025 public hearings expressed strong opposition to such development and to Project Double Reed (as has the Nation), it should be noted that the vast majority of such commenters are residents neither of the Town of Alabama nor Genesee County. Further, the comments primarily focused upon environmental concerns which have been addressed in detail in the attached Tech Team Memo, as well as the public response summary included therein.
- L. Project Double Reed's environmental impact has been carefully analyzed.
- 1) As detailed in the attached Tech Team Memo, and as explained in more detail elsewhere herein, the impacts from Project Double Reed fall well within the parameters and thresholds set forth in the GEIS completed for the development of STAMP.
- M. The Project will utilize, to the fullest extent practicable and economically feasible, resource conservation, energy efficiency, green technologies and alternative and renewable energy measures.
- 1) Project Double Reed's proposed design shows a demonstrated commitment to reducing reliance on fossil fuels through the minimization of fossil fuel backup power resources. Further, the Project will draw power from the STAMP substation, which itself is interconnected to the Western New York power grid, primarily drawing hydropower rather than non-renewable sources.
- N. The Project will not provide onsite child daycare facilities, however, contributions from the Project may facilitate such services in the Town.
- 1) While the Project does not propose to provide for onsite child daycare facilities, it should be noted that this is typical for the data center industry. Such uses do not typically generate a high demand for such services, and it is not anticipated that

Project Double Reed will generate such a demand. Notwithstanding the lack of onsite child care services, the significant financial benefits associated with the Project will allow the Town and County to consider funding such services should they become needed in the future.

- O. The Project will not unduly strain existing services, including, but not limited to additional educational, transportation, police, EMS or fire services.
- 1) As detailed in the Tech Team Memo, Project Double Reed will be adequately serviced by the existing services present in the Town and County. Project Double Reed will be constructed in full compliance with the latest building code standards. Further, the development of STAMP as a whole results in significant payments to the Town and County which enable further spending to support existing services in the Town.

Section 4. The Agency hereby authorizes the negotiation, execution and delivery of the PSA, with such revisions as may be authorized by the Chair, Vice Chair, President/CEO and/or Harris Beach Murtha Cullina PLLC, as counsel to the Agency (hereinafter referred to as "Agency Counsel"). The Chair, Vice Chair and/or President/CEO of the Agency are hereby authorized, on behalf of the Agency, to execute and delivery the PSA. Upon satisfaction of the terms and conditions set forth within the PSA, the Chair, Vice Chair and/or President/CEO of the Agency are hereby authorized, on behalf of the Agency, to execute and deliver a Bargain and Sale Deed and related documents as of a closing date to be determined by the Chair, Vice Chair and/or President/CEO of the Agency, along with Agency Counsel (hereinafter referred to as the "Closing Date").

Section 5. The Agency hereby authorizes the undertaking of all reasonably necessary activities in connection with the operation and maintenance of the Land through and including the Closing Date, including the execution of maintenance agreement(s), payment of utility bills, binding of insurance coverage, and other reasonable activities necessary and appropriate to satisfy the obligations of the Agency under the PSA.

Section 6. The Agency is hereby authorized to provide to the Company the Financial Assistance 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 Project, (b) a partial mortgage recording tax exemption as authorized pursuant to the laws of New York State and (c) a partial real property tax abatement structured through the Tax Agreement.

Section 7. Based upon representations and warranties made by the Company in the Application, the Agency hereby authorizes and approves the Company, as its agent, to make purchases of goods and services relating to the Project, that would otherwise be subject to State and local sales and use tax in an amount up to **\$5,782,000,000.00**, which result in State and local sales and use tax exemption benefits ("Sales and Use Tax Exemption Benefits") not to exceed **\$462,560,000.00**. The Agency agrees to consider any requests by the Company for an increase to the amount of Sales and Use Tax Exemption Benefits authorized by the Agency upon being provided with appropriate documentation detailing the additional purchases of property or services.

Section 8. Pursuant to Section 875(3) of the Act, the Agency may recover or recapture from the Company, its agents, consultants, subcontractors, or any other party authorized to make purchases for the benefit of the Project, any Sales and Use Tax Exemption Benefits taken or purported to be taken by the Company, its agents, consultants, subcontractors, or any other party authorized to make purchases for the benefit of the Project, if it is determined that: (i) the Company, its agents, consultants, subcontractors, or any other party authorized to make purchases for the benefit of the Project, is not entitled to the Sales and Use Tax Exemption Benefits; (ii) the Sales and Use Tax Exemption Benefits are in excess of the amounts authorized to be taken by the Company, its agents, consultants, subcontractors, or any other party authorized to make purchases for the benefit of the Project; (iii) the Sales and Use Tax Exemption Benefits are for property or services not authorized by the Agency as part of the Project; or (iv) the Sales and Use Tax Exemption Benefits are taken in cases where the Company, its agents, consultants, subcontractors, or any other party authorized to make purchases for the benefit of the Project, fails to comply with a material term or condition to use property or services in the manner approved by the Agency in connection with the Project. As a condition precedent of receiving Sales and Use Tax Exemption Benefits, the Company, its agents, consultants, subcontractors, or any other party authorized to make purchases for the benefit of the Project, shall (i) cooperate with the Agency in its efforts to recover or recapture any Sales and Use Tax Exemption Benefits, and (ii) promptly pay over any such amounts to the Agency that the Agency demands.

Section 9. Subject to the Company executing the Project Agreement and the delivery to the Agency of a binder, certificate or other evidence of liability insurance policy for the Project satisfactory to the Agency, the Agency hereby authorizes the Company to proceed with the acquisition, construction and equipping of the Project and hereby appoints the Company as the true and lawful agent of the Agency: (i) to acquire, reconstruct, renovate and equip the Project; (ii) to make, execute, acknowledge and deliver any contracts, orders, receipts, writings and instructions, as the stated agent for the Agency with the authority to delegate such agency, in whole or in part, to agents, subagents, contractors, and subcontractors of such agents and subagents and to such other parties as the Company chooses; and (iii) in general, to do all things which may be requisite or proper for completing the Project, all with the same powers and the same validity that the Agency could do if acting in its own behalf; *provided, however*, the Project Agreement shall expire on **December 31, 2028** (unless extended for good cause by the President/CEO of the Agency) if the Lease Agreement, the Leaseback Agreement and the Tax Agreement contemplated have not been executed and delivered.

Section 10. The President/CEO, Chair, and/or Vice Chair of the Agency are hereby authorized, on behalf of the Agency, to negotiate and enter into (A) the Project Agreement, (B) the Lease Agreement, pursuant to which the Company leases the Project to the Agency, and (C) the related Leaseback Agreement, pursuant to which the Agency leases its interest in the Project back to the Company, (D) the Tax Agreement; *provided, however*, (i) the rental payments under the Leaseback Agreement include payments of all costs incurred by the Agency arising out of or related to the Project and indemnification of the Agency by the Company for actions taken by the Company and/or claims arising out of or related to the Project and (ii) the terms of the Tax Agreement are consistent with the Agency's Uniform Tax Exemption Policy or the procedures for deviation have been complied with and (E) if, within the sole and absolute discretion of the

Agency, the Agency requires, pursuant to Section D of the Agency's Uniform Tax Exemption Policy, the PILOT Mortgage.

Section 11. The President/CEO, Chair, and/or Vice Chair of the Agency are hereby authorized, on behalf of the Agency, to execute, deliver and record the Mortgage securing an aggregate principal amount not to exceed **\$900,000,000.00**, and any security agreement, UCC-1 Financing Statements and all documents reasonably contemplated by these resolutions or required by any lender identified by the Company (the "Lender") to assist with the undertaking of the Project, the acquisition of the Facility and/or the finance or re-finance the Facility or equipment and other personal property and related transactional costs (hereinafter, with the Project Agreement, Lease Agreement, Leaseback Agreement, Tax Agreement and the Mortgage, collectively called the "Agency Documents"); and, where appropriate, the Secretary or Assistant Secretary of the Agency is hereby authorized to affix the seal of the Agency to the Agency Documents and to attest the same, all with such changes, variations, omissions and insertions as the President/CEO, Chair, and/or Vice Chair of the Agency shall approve, the execution thereof by the President/CEO, Chair, and/or Vice Chair of the Agency to constitute conclusive evidence of such approval; provided in all events recourse against the Agency is limited to the Agency's interest in the Project.

Section 12. The Agency is hereby authorized to provide the Company with an exemption from mortgage recording taxes as permitted by New York State law in an amount not to exceed Nine Million and 00/100 Dollars (**\$9,000,000.00**).

Section 13. The Agency hereby authorizes the President/CEO of the Agency to negotiate the Administrative Fee in accordance with the Fee Policy.

Section 14. 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 15. These Resolutions shall take effect immediately upon adoption.

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	[]	[]	[]	[]
Craig Yunker	[]	[]	[]	[]
Kathleen Manne	[]	[]	[]	[]
Chandy Kemp	[]	[]	[]	[]
Marianne Clattenburg	[]	[]	[]	[]

The Resolutions were thereupon duly adopted.

SECRETARY'S CERTIFICATION
(Stream U.S. Data Centers, LLC 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 March 6, 2025, with the original thereof on file in the offices of the Agency, 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 _____, 2025.

Secretary

Exhibit A

Notice Letter, Notice of Public Hearing,
Affidavit of Publication of *The Batavia Daily News*
and Minutes of Public Hearing

[Attached Hereto]

**AFFIDAVIT OF PUBLICATION
Batavia Daily News**

State of New York,
County of, Genesee County,

The undersigned is the authorized designee of Batavia Daily News, a Daily Newspaper published in Genesee County, New York. I certify that the public notice, a printed copy of which is attached hereto, was printed and published in this newspaper on the following dates:

01/23/2025

This newspaper has been designated by the County Clerk of Genesee County, as a newspaper of record in this county, and as such, is eligible to publish such notices.

Christina Henke Rea

Signature

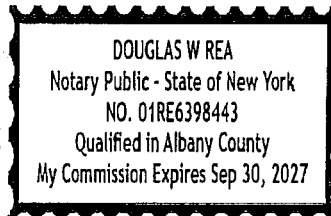
Christina Henke Rea

Printed Name

Subscribed and sworn to before me,

This 24 day of January 2025

Digitally signed
by douglas w rea
Date: 2025.01.24
15:59:56 +00:00



**GENESEE COUNTY
NOTICE OF PUBLIC HEARING**

NOTICE IS HEREBY GIVEN that a public hearing pursuant to Article 18-A of the New York General Municipal Law will be held by the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center (the "Agency") on Monday, February 3, 2025, at 4:00 p.m., local time, at the Town of Alabama Fire Hall, 2230 Judge Road, Alabama, New York 14013, in connection with the following matter:

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") 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 retention by the Agency of a leasehold or other interest in approximately 60 acres of real property located at Crosby Road in the Town of Alabama, Genesee County, New York and all other lands in the Town of Alabama where, by license or easement or other agreement, the Company or its designees are making improvements that benefit the Project (the "Land", being more particularly described as portions of tax parcel Nos. 10.-1-4.112 and 10.-1-3, as may be subdivided); (ii) the planning, design, construction and leasing of three (3) buildings totaling approximately 900,000 square feet to accommodate certain data processing related space, along with utility and site improvements, parking lots, access and egress improvements, signage, curbage, landscaping and stormwater retention 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").

The Agency will acquire title to, or a leasehold interest in, the Facility and lease the Facility back to the Company. The Company will operate the Facility during the term of the lease. At the end of the lease term, the Company will purchase the Facility from the Agency, or if the Agency holds a leasehold interest, the leasehold interest will be terminated. The Agency contemplates that it will provide financial assistance (the "Financial Assistance") to the Company in the form of sales and use tax exemptions and a mortgage recording tax exemption, consistent with the policies of the Agency, and a partial real property tax abatement.

The Agency will broadcast the public hearing live at www.vimeo.com/event/3477651, and the public hearing video will be available for on-demand viewing on the Agency's website at www.gcedc.com/projects.

A representative of the Agency will be at the above-stated time and place to present a copy of the Company's Project Application and hear and accept written and oral comments from all persons with views in favor of or opposed to or otherwise relevant to the proposed Financial Assistance.

The Agency encourages all interested parties to submit written comments to the Agency, which will be included within the public hearing record. Any written comments may be sent to the Agency at: GCEDC, 99 MedTech Drive, Batavia, New York 14020, and/or via e-mail at gcedc@gcedc.com with the subject line being "STREAM Project", no later than 12:00 p.m. on January 31, 2025.

Dated: January 23, 2025

GENESEE COUNTY INDUSTRIAL
DEVELOPMENT AGENCY D/B/A
GENESEE COUNTY ECONOMIC
DEVELOPMENT CENTER

Exhibit B

Consistency Determination of the Agency

[Attached Hereto]

Exhibit B

**RESOLUTION OF THE GENESEE COUNTY INDUSTRIAL DEVELOPMENT
AGENCY D/B/A GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER
DECLARING A CONSISTENCY DETERMINATION PURSUANT TO THE STATE
ENVIRONMENTAL QUALITY REVIEW ACT CONCERNING PROJECT DOUBLE
REED AT THE WESTERN NEW YORK SCIENCE & TECHNOLOGY ADVANCED
MANUFACTURING PARK**

Project Name: Western New York Science and Technology Advanced
Manufacturing Park - Project Double Reed

Location: 6840 Crosby Road, Town of Alabama, NY 14013

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 Agency have been working for more than a decade 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 ("**STAMP Site**") in the Town of Alabama, New York ("**Town**"), and

WHEREAS, the Agency is authorized and empowered by the provisions of 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, in accordance with Article 8 of the New York State Environmental Conservation Law and the regulations promulgated under Article 8 and set forth at Part 617 of Title 6 of the New York Code of Rules and Regulations (collectively referred to as “SEQRA”), the Agency, acting as Lead Agency conducting a coordinated environmental review, commenced preparation of a generic environmental impact statement for STAMP consisting of the Draft Generic Environmental Impact Statement (“DGEIS”) accepted by the Agency on April 14, 2011 and the Final Generic Environmental Impact Statement (“FGEIS”) accepted by the Agency on January 19, 2012, followed by a written Findings Statement (“STAMP Findings”) issued by the Agency on March 12, 2012 approving the Project and committing to undertake it; and

WHEREAS, the Agency’s SEQRA determinations have been updated and amended regularly by the Agency in connection with changes and modifications to planned infrastructure for STAMP as well as for specific developments proposed within STAMP to ensure that there are no significant adverse impacts associated with the development of STAMP that were not addressed or not adequately addressed in the STAMP Findings (collectively, the DGEIS, the FGEIS, STAMP Findings, and all subsequent SEQRA determinations by the Agency relating to STAMP are referred to as the “GEIS”); and

WHEREAS, the purposes of the GEIS were to identify and evaluate the potential significant adverse environmental impacts of STAMP, compare the reasonable alternatives, and, where applicable, to identify reasonable mitigation measures to reduce the effect of those impacts to the maximum extent practicable, while weighing the substantial potential social and economic benefits of STAMP; and

WHEREAS, the GEIS analyzed the impacts from full build out of STAMP consisting of rezoning the entire STAMP Site from agricultural/residential use to industrial/advanced manufacturing use, and with constructing and operating 6,130,000 sq. ft. of advanced technology manufacturing uses at full build-out, providing direct employment for over 9,000 people and--certified that, consistent with social, economic and other essential considerations from among reasonable alternatives evaluated, STAMP avoided or minimized adverse environmental impacts to the maximum extent practicable; and

WHEREAS, the Agency prepared a smart growth impact statement (“SGIS”) pursuant to the State Smart Growth Public Infrastructure Policy Act in February, 2012; and

WHEREAS, NYSDEC has issued various permits relating to the Project, including certain Incidental Take Permits pursuant to Part 182 (“Take Permit”), the

latest of which was issued on July 17, 2023 which authorized the Agency to develop the STAMP Site including the incidental take of certain species ("**Winter Raptors**") as described therein subject to the Agency implementing a Net Conservation Benefit Plan as described in the Take Permit; and

WHEREAS, the Agency has implemented the Net Conservation Benefit Plan and no further mitigation or environmental investigation relative to Winter Raptors is warranted or required; and

WHEREAS, in June of 2021 the Tonawanda Seneca Nation ("**Nation**") commenced a lawsuit against the Agency with respect to the Agency's 2021 SEQRA Determination that was ultimately dismissed by the Genesee County Supreme Court ("**Gateway Litigation**"); and

WHEREAS, the Nation and Agency entered into a Stipulation of Settlement ("**Plug Power Settlement Agreement**"); and

WHEREAS, the Agency has signed on to a 2018 Programmatic Agreement ("**Programmatic Agreement**") between the United States Army Corps of Engineers ("**USACE**") and the New York State Office of Parks, Recreation and Historic Preservation State Historic Preservation Office ("**SHPO**"), and the New York State Department of Environmental Conservation ("**NYSDEC**") as an Invited Signatory; and

WHEREAS, the Nation was invited to sign the Programmatic Agreement as an Invited Signatory but has declined to do so; and

WHEREAS, the Programmatic Agreement governs USACE's compliance with Section 106 of the National Historic Preservation Act and, at the request of the Nation, sets forth that the Nation shall undertake an investigation of the Nation's Territory as a Traditional Cultural Property ("**TCP**") to evaluate the eligibility of the Nation's Territory for listing on the National Register as a property of religious and cultural significance and to guide evaluation of potential adverse effects to the Nation's Territory as a TCP; and

WHEREAS, to date, the Nation has declined to share any results from the TCP investigation with the Agency other than such information as was disclosed by the Nation's members in certain affidavits submitted in connection with the Gateway Litigation; and

WHEREAS, the Programmatic Agreement also details the extensive archaeological investigation undertaken for the STAMP Site, including a detailed and

comprehensive plan for those areas of the STAMP Site requiring further investigation; and

WHEREAS, because the Programmatic Agreement's provisions governing the evaluation of potential impacts to the Nation as a TCP only apply to those STAMP-related projects which are subject to USACE permitting authority, NYSDEC, SHPO, and the Agency have entered into a 2021 Letter of Resolution ("**LOR**") which governs how SHPO and NYSDEC consider impacts of the Project on the Nation's Territory as a TCP; and

WHEREAS, the LOR requires the Agency to prepare an initial assessment of each project at STAMP that requires any permitting from NYSDEC for potential impacts to the Nation's Territory as a potential property of religious and cultural significance based on the National Register Criteria for eligibility; and

WHEREAS, the LOR further provides that such initial assessment is provided to the Nation for a 30 day review and comment period, after which NYSDEC and SHPO must then make a determination of whether there are adverse impacts to the Nation's Territory as a potential property of religious and cultural significance based on the National Register Criteria for eligibility from the undertaking described in such initial assessment; and

WHEREAS, for the purpose of analyzing impacts on the Nation as a TCP in accordance with SEQRA, the Agency assumes that the Nation's Territory would be eligible for the National Register; and

WHEREAS, the Agency provides the Nation with weekly written email updates on the status of development at STAMP and participates in monthly calls with the Nation and NYSDEC to help keep the Nation fully informed on development of the STAMP Site; and

WHEREAS, in connection with two separate applications received by the Agency proposing to develop data centers on the STAMP Site, the Agency, by letter dated November 25, 2024, circulated a notice of intent to re-establish itself as lead agency for STAMP to all potentially Interested and Involved Agencies ("**Notice**"); and

WHEREAS, in addition to prior notices provided in weekly updates to the Nation, the Agency circulated a letter to the Nation notifying it of the Application by letter dated December 6, 2024 consistent with the notice requirements set forth in the Settlement Agreement ("**Nation Notice**"); and

WHEREAS, in connection with the Project, by letter dated January 3, 2025, the Agency circulated an updated notice of intent to re-establish itself as lead agency to all potentially Interested and Involved Agencies ("**Updated Notice**") in conjunction with the receipt of an additional application ("**Application**") from Stream U.S. Data Centers, LLC ("**Applicant**") for the proposed development of a data center ("**Data Center**") housed within three single story structures totaling 900,000 square feet, on an approximately 60 acre site located within the STAMP Site at 6840 Crosby Road ("**Parcel**") (SBL: 10.-1-4.112 and 10.-1-3) ("**Project Double Reed**"); and

WHEREAS, no interested or involved agency objected within 30 days to the re-establishment of the Agency as lead agency and thus, the Agency has properly been re-established as the lead agency for STAMP; and

WHEREAS, on January 7, 2025, the Agency circulated to the Nation, NYSDEC, and SHPO an initial assessment prepared for Project Double Reed pursuant to the LOR ("**IA**"), together with detailed design documentation for Project Double Reed; and

WHEREAS, on January 30, 2025, the Nation provided a letter providing comments on Project Double Reed as well as the two other applications; and

WHEREAS, on February 3, 2025, the Agency held public hearings on the Application as well as the two other competing applications; and

WHEREAS, the Agency is now reviewing whether to undertake or approve Project Double Reed in accordance with the requirements of SEQRA, the STAMP GEIS and the STAMP Findings and must determine whether Project Double Reed has the potential to have any significant adverse environmental impacts that were not previously analyzed and addressed in the STAMP GEIS and the STAMP Findings; and

WHEREAS, should the Agency resolve to undertake or approve Project Double Reed, the Agency will not undertake or approve the competing applications; and

WHEREAS, to aid the Agency in evaluating the significance of potential environmental impacts associated with Project Double Reed, the Agency has completed, received and/or reviewed:

- 1) the GEIS;
- 2) an Environmental Assessment Form Part I prepared by Project Double Reed, ("**EAF**");
- 3) the Application, including all attachments and appendices thereto including
- 4) conceptual site plans ("**Site Plan**");

- 5) a conceptual stormwater management plan and summary ("**Stormwater Management Plan**");
- 6) conceptual landscape plans ("**Landscape Plan**");
- 7) conceptual construction logistics plans ("**Construction Plan**");
- 8) conceptual noise mitigation plans ("**Noise Mitigation Plan**");
- 9) conceptual illumination plans ("**Illumination Plan**");
- 10) conceptual architectural drawings ("**Architectural Drawings**");
- 11) visual assessments ("**Visual Assessment**");
- 12) an emergency generator and air emissions summary ("**Emissions Summary**");
- 13) technical summary regarding traffic impacts ("**Traffic Report**");
- 14) a technical summary and noise impact report ("**Noise Report**");
- 15) a technical summary regarding geotechnical data ("**Geotechnical Report**");
- 16) a technical summary regarding emergency services ("**Emergency Services Summary**");
- 17) a technical summary regarding emergency response procedures ("**Emergency Response Procedures**");
- 18) a letter response from the Applicant to the Agency's request for additional information, dated February 26, 2025 ("**Double Reed February Letter**");
- 19) the Updated Notice, including all attachments thereto;
- 20) the Nation Notice, including all attachments thereto;
- 21) the IA prepared by KTA Preservation Specialists;
- 22) a report on air emissions impacts from C&S Companies ("**Air Report**");
- 23) a letter from the Town of Alabama detailing the capacity of the town's emergency response services in relation to the Data Centers, ("**Alabama Letter**");
- 24) the Village of Oakfield Wastewater Treatment Facility Proposed Connection of STAMP Force Main Basis of Design Report, dated January 2025 ("**Oakfield BODR**");
- 25) transcripts of the public comment received regarding Project Double Reed during public hearings held by the Agency on February 3, 2025 ("**Oral Comments**");
- 26) written public comments received regarding Project Double Reed ("**Written Comments**" and collectively with the Oral Comments, the "**Public Comments**");
- 27) a letter dated January 30, 2025 ("**Nation Letter**"), from the Nation providing comments detailing its concerns regarding Project Double Reed and other data center projects;
- 28) a response letter to the Nation Letter dated February 28, 2025;
- 29) a memorandum prepared by the STAMP Tech Team ("**Tech Team Memo**") together with all documentation regarding competing projects referenced therein;
- 30) NYSDEC's Environmental Resource Mapper ("**ERM**"); and

31) other relevant environmental information (collectively, 1-31, together with all analysis and supporting documentation referenced therein or relied upon thereby, are incorporated by reference herein in their entirety and shall be referred to as the “**Environmental Information**”); and

WHEREAS, while the Agency is not a “state agency” within the meaning of the Climate Leadership and Community Protection Act (“**CLCPA**”), and while the requirements Environmental Justice Law do not apply to the Agency’s SEQRA review of Project Double Reed due to the Agency’s acceptance of the DGEIS in 2011, the Agency has nevertheless evaluated potential environmental impacts on disadvantaged communities and air emissions as set forth more fully below; and

WHEREAS, a thorough analysis of the Environmental Information and potential environmental impacts associated with Project Double Reed reveals that Project Double Reed is a Future Project Use that will be carried out in conformance with the conditions and thresholds set forth in the STAMP Findings and that all potential impacts associated with Project Double Reed are adequately addressed in the STAMP GEIS and the STAMP Findings, and, accordingly, that no further SEQRA compliance is required.

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

Section 1. Based upon a thorough review and examination of Project Double Reed and the Environmental Information, and upon the Agency’s knowledge of the area surrounding the STAMP Site and such further investigation of Project Double Reed and its environmental effects as the Agency has deemed appropriate, the Agency makes the following findings with respect to Project Double Reed:

- (A) The Project remains a Type I Action;
- (B) The Agency, as Lead Agency for the Project, has undertaken a coordinated review of Project Double Reed in accordance with SEQRA and the STAMP GEIS, as amended.

Section 2. Based upon the Agency's review of the Environmental Information and investigations of the potential environmental impacts associated with Project Double Reed, considering both the magnitude and importance of each potential environmental impact indicated, and upon the Agency's knowledge of the STAMP GEIS and the STAMP Findings as well as the STAMP Site and surrounding area and

such further investigations of Project Double Reed and its environmental effects as the Agency has deemed appropriate, the Agency finds that Project Double Reed will be carried out in conformance with the conditions on future development set forth in the STAMP Findings and its impacts are adequately addressed in the STAMP GEIS and STAMP Findings. Reasons supporting this finding are set forth below:

A. Impact on Land:

Project Double Reed includes the construction of three single-story buildings totaling approximately 900,000 square feet, with supporting road access and campus security measures, parking, utility services, supporting infrastructure, and equipment storage and operation yards. The Parcel is located on undeveloped farmland. This development will create approximately 40 acres of impervious surface on the approximately 60 acre Parcel. Stormwater management facilities will also be implemented for the control and treatment of on-site runoff.

The Parcel contains a majority of moderately well drained (94.5%) and some poorly drained (5.6%) soils. Furthermore, Project Double Reed does not involve construction on slopes greater than 10%. The average depth to bedrock at the Parcel is greater than 6 feet and there are no bedrock outcroppings. Additionally, no mining, dredging, or excavation will be required during construction.

Construction will be in controlled areas within the Parcel and the STAMP Site which is a sufficient distance from the surrounding communities to minimize disturbance, consistent with the buffers established for all development at STAMP. Construction will generally take place Monday to Saturday from 7:00 a.m. to 5:00 p.m. At this time, there are no plans for holiday or Sunday work.

Furthermore, Project Double Reed will not result in increased erosion. The Parcel is not located in a coastal erosion hazard area. As mentioned above, the proposed action will add 40 acres of impervious surfaces out of the 60-acre Parcel. In addition, all required soil and erosion control measures will be implemented during construction.

Conclusion:

Project Double Reed does not include any new potentially significant adverse impacts to land resources or land use that were not analyzed in the STAMP GEIS. Overall, Project Double Reed will involve construction to an undeveloped portion of the STAMP Site. Development on the scale of Project Double Reed has been expressly contemplated in the STAMP GEIS; which assumes a full build out of the STAMP Site of 6,130,000 sq. ft. Here, the build out of Project Double Reed totals 900,000 sq. ft. Current

planned development at the STAMP Site, including Plug Power and Edwards Vacuum, totals approximately 750,500 sq. ft., which when combined with Project Double Reed, totals approximately 1,650,500 sq. ft.--far less than what is contemplated in the STAMP GEIS. Based on these facts, Project Double Reed will not have any significant adverse impacts on land that were not analyzed in the STAMP GEIS.

B. Impact on Geological Features:

The STAMP Site does not contain, and is not adjacent to, any unique geologic features or National Natural Landmarks, nor will the additional construction of Project Double Reed pass through or near any unique geologic features or National Natural Landmarks off-site. Accordingly, Project Double Reed is not anticipated to create any potentially significant adverse impacts to geological features that were not analyzed in the STAMP GEIS.

C. Impact on Surface Water:

As detailed in the Tech Team Memo, there are no wetlands, streams, or tributaries directly within the development impact area associated with Project Double Reed. As defined in the GEIS and documented in the Land Management Plan and wetland delineation reports, current land use within and surrounding the proposed development area is primarily row cropping (corn and soybeans).

The preliminary Stormwater Management Plan indicates that there will be an increase in impervious area and will require both stormwater quality and quantity mitigation measures consistent with the requirements of the SPDES General Permit for Stormwater Discharges from Construction Activity to ensure projects control erosion, sediment, and pollutants in surface runoff during construction and after buildout. These regulations ensure best management practices are utilized, installed, and maintained for the life of the project including erosion and sediment control features during construction and bioretention basins, stormwater management ponds, and vegetated swales to filter pollutants and control flow thereafter. Green infrastructure elements are indicated as well including rain gardens for roof drainage, infiltration trenches for parking areas, and vegetated buffers. Designs indicate that treated water will naturally sheet flow discharge following existing drainage patterns at the same flow rate. This design ensures that water will continue to flow at the appropriate rate and quality into the large, forested wetland complex in the northwest corner of the site. This design also addresses concerns about maintaining hydrological inputs into existing wetlands.

Conclusion:

Project Double Reed does not include any new potentially significant adverse impacts to surface waters that were not analyzed in the STAMP GEIS. Overall, the STAMP GEIS has contemplated an impact to 9.54 acres of low-medium quality, non-jurisdictional wetlands across the STAMP Site. The Parcel does not contain any wetland resources or surface waters and Project Double Reed has been specifically designed to not impact any adjacent wetland resources or surface waters. Furthermore, a full build out of the STAMP Site contemplated approximately 490 acres of impervious surfaces, whereas Project Double Reed proposes a total of approximately 40 acres of total impervious surfaces.

As explained in the Tech Team Memo, the conversion of the Parcel away from its current agricultural use will have a positive impact on surface waters because it will be managed in compliance with the above-referenced regulatory regimes. Converting active agricultural land to developed areas with effective stormwater management systems can reduce nutrient loading, sediment runoff, and agricultural pollutants. The proposed development and associated stormwater management designs could improve water quality over the current agricultural discharges into Trib 2 by reducing sediment, nutrient, and chemical inputs associated with ongoing tillage, pest control and fertilization. Project Double Reed will be constructed in compliance with a SWPPP, the purpose of which is to reduce any impacts from stormwater runoff to a minimum with regard to pollutants and volume. Runoff volumes would be controlled onsite to be less than or equal to pre-construction volumes. Based on these facts, Project Double Reed will not have any significant adverse impacts on surface water that were not previously considered in the STAMP GEIS.

D. Impact on Groundwater:

Project Double Reed will create a new demand for water--10,000 gallons/day from the existing water supply servicing the STAMP Site. The only extension needed to serve Project Double Reed is the extension of the 2,000 linear feet of water main that will extend from the existing onsite water main to the Parcel boundary. As the STAMP Site sources its water supply from existing water works facilities rather than groundwater, this increase in demand will not result in any impacts to groundwater.

Project Double Reed will not require wastewater to be discharged to groundwater as Project Double Reed will utilize the Village of Oakfield's Wastewater Treatment Plant ("Oakfield WWTP") which will be connected to the STAMP Site by the Oakfield Force Main ("Oakfield FM") in accordance with the Oakfield BODR. The amount of sanitary waste anticipated is to be approximately 10,000 gallons/day. The Oakfield FM and WWTP have adequate capacity to serve Project Double Reed.

Project Double Reed will not use any pesticides, herbicides, or insecticides during construction or operation. Additionally, Project Double Reed is not located over an aquifer and does not include any storage containers that hold hazardous wastes. Project Double Reed does include the storage of approximately 60,000 gallons of petroleum for use by 6 planned emergency power generators (“**Generators**”). Project Double estimates the Generators will need to be refueled only once per year. The Application provides the conceptual Emergency Response Procedures includes a spill response plan which provides comprehensive procedures, contacts, and information for minimizing and preventing the harm from any petroleum spill on the Parcel.

The GEIS contemplates that the Project will involve operations which require the bulk storage of hazardous materials and petroleum, including use for emergency generators. The GEIS acknowledges that the storage and use of large volumes of petroleum at STAMP is regulated by the Federal Spill Prevention Control and Countermeasures (“**SPCC**”) rules and NYSDEC regulations for the bulk storage of petroleum. These regulatory regimes comprehensively regulate the storage, transfer, and use of petroleum and are specifically implemented to prevent significant risk and harm from bulk petroleum storage.

The SPCC rules laid out in 40 CFR Part 112 specifically apply where a facility has a total above ground storage capacity of greater than 1,320 gallons of petroleum, which if inadvertently discharged could reach federally protected waters. When SPCC rules apply, a facility is required to provide, among other requirements, adequate secondary containment of petroleum in storage and transfer areas, and the creation of an SPCC plan describing the measures taken at the subject facility to control and prevent inadvertent petroleum releases. NYSDEC rules in 6 NYCRR Parts 613-614 for petroleum bulk storage (“**PBS**”) of 1,100 gallons or more require concurrent similar protection and control measures as well as registration and record keeping requirements, and design standards for storage tanks. NYSDEC’s PBS rules also provide specific requirements for testing, leak detection, inspections, and monitoring. As explained in the GEIS, these requirements are designed to mitigate any potential adverse impacts to human health and the environment, including groundwater and surface water resources. Given the amount of diesel fuel proposed to be stored for emergency Generator use by Project Double Reed, same would be required to comply with all SPCC and NYSDEC regulations.

Conclusion:

Project Double Reed does not include any new potentially significant adverse impacts to ground water that were not analyzed in the STAMP GEIS. No groundwater will be

withdrawn; excavations for buildings will not extend substantially into the groundwater table; and no groundwater discharge is associated with the project. In addition, stormwater infiltration will be managed by the Stormwater Management Plan. Furthermore, Project Double Reed construction shall follow the best management stormwater runoff practices laid out in the GEIS.

The STAMP GEIS contemplated a maximum of 6,000,000 gallons/day of water capacity demand and 6,000,000 gallons/day of wastewater (sanitary and process) capacity demand. Combined with the existing demand of Plug Power and Edwards Vacuum, Project Double Reed's demand will stay well below the 6,000,000 gallons/day thresholds set forth in the STAMP GEIS. Finally, as explained in the GEIS, tenants of STAMP, including Project Double Reed, will be required to comply with all federal SPCC and NYSDEC PBS regulations regarding the safe storage of petroleum for emergency generators. As discussed in the GEIS, these protections include secondary containment and emergency planning, testing, record keeping, and specific design standards. Accordingly, as contemplated in the GEIS, any risk of potential impacts from storage of petroleum on the Parcel will be mitigated through compliance with SPCC and NYSDEC regulatory requirements and by the integration of proposed site-specific emergency response procedures and plans. Based on these facts, Project Double Reed will not have any significant adverse impacts on groundwater that were not analyzed in the STAMP GEIS.

E. Impact on Flooding:

The STAMP Site does not contain, and is not adjacent to, a designated floodway, a 100-year floodplain, and a 500-year floodplain. Accordingly, Project Double Reed infrastructure is not anticipated to create any potentially significant adverse impacts to flooding that were not analyzed in the STAMP GEIS. Additionally, Project Double Reed includes a comprehensive Stormwater Management Plan including construction of large infiltration basins with outfalls which align with existing rainwater surface flow regimes, and the implementation of green infrastructure. Based on these facts, Project Double Reed will not have any significant adverse impacts on flooding that were not analyzed in the STAMP GEIS.

F. Impact on Air:

Per the Emissions Summary, the primary source of air emissions from Project Double Reed is the operation of the generators. Due to the ready access of reliable high voltage electric power adjacent to the Parcel, regular use of the generators is not anticipated. Notwithstanding, due to the relative energy demand and reliability requirements of the

Data Center operations, the generators will require regular testing and maintenance to ensure operational readiness in the unlikely event of a power outage.

The Emissions Summary conservatively estimates that the Generators are anticipated to operate 19 hours per year for testing and maintenance, and 24 hours per year during actual emergency power outage events. Accordingly, given the total projected annual runtime of 43 hours, and based on the manufacturer's data for the Generators, the Emissions Summary estimates total cumulative emissions of all 6 Generators will be as follows:

- NOx=8.6 tons per year (tpy)
- PM10=.08 tpy
- PM2.5=.08 tpy
- VOC=.11 tpy
- CO=.77 tpy

For reference, the Title V Major Source Thresholds for each pollutant are:

- NOx=100 tpy
- PM10=100 tpy
- PM2.5=100 tpy
- VOC=50 tpy
- CO=100 tpy

Accordingly, air emissions from the Generators will be well below the major source thresholds requiring a NYSDEC Title V Air Permit and well below 50% of the same thresholds triggering the lesser State Facility Permit requirements. The Air Report explains that based on its estimated emissions, Project Double Reed could qualify for the lesser Air Facility Registration, with Federally Enforceable Emission Caps, which is reserved for facilities that will emit less than 50% of the Title V Major Source Threshold for any regulated pollutant. Additionally, neither the Generators nor any other Project Double Reed components are anticipated to emit any other harmful pollutants such as perfluorocarbons, hydrofluorocarbons, or sulfur hexafluoride.

Conclusion

As outlined in the GEIS, the amount of mobile sources added to the STAMP Site is not to such a degree to jeopardize the National and New York State Ambient Air Quality Standards ("NAAQS"). The GEIS contemplated the increase of air emissions from stationary sources, including regulated sources not exceeding Title V permitting thresholds. Specifically, the GEIS contemplated air emissions from the use of diesel-fueled emergency stand-by generators by STAMP Tenants, including regulated

pollutants consisting of particulate matter, sulfur dioxide, nitrogen oxides, VOCs, carbon monoxide, and hazardous air pollutants.

The GEIS states that facilities seeking to locate at STAMP will be required to comply with all NYSDEC air permitting requirements as applicable. The GEIS anticipated that the estimated actual annual emission of regulated air pollutants from any single stationary source within the STAMP Site would be below the Title V Major Source Thresholds listed above. The GEIS provides the estimated anticipated annual air pollutant emissions from any single facility locating at the STAMP Site as follows:

- NO_x=22.4 tpy
- PM₁₀=1.7 tpy
- PM_{2.5}=1.7tpy
- VOC=1.2 tpy
- CO=16.8 tpy

The GEIS also provides expected emissions for sulfur dioxide and hazardous air pollutants, but they are not applicable, as Project Double Reed is not expected to emit any appreciable amount of the same. Based on the estimates above, the GEIS contemplates that any project located at STAMP would be regulated by a State Facility Permit. By complying with these requirements, the GEIS determined that the air impacts from a project at STAMP would be avoided, minimized, or mitigated to the maximum extent practicable.

Emissions from Project Double Reed will be far less than that anticipated under the GEIS for a single facility at STAMP and well under the Title V Major Source Thresholds. Project Double Reed could qualify for the least intensive State Air Facility Registration given its relatively low actual emissions estimates, which are far below Title V air permit thresholds. Based on these facts, Project Double Reed will not have any significant adverse impacts on air that were not analyzed in the STAMP GEIS.

G. Impact on Plants and Animals

The site proposed for the Data Centers consists of largely undeveloped farmland and there are no significant natural habitats or natural communities. Wildlife species commonly occurring at the site include white-tailed deer, wild turkey, raccoons, red-tailed hawks, and songbirds. Most of these species utilize the edges of fields and hedgerows. The site is not currently used for hunting, trapping, fishing, or shell fishing.

Due to the documented use of the site by state-listed winter raptors, the Agency has developed a Net Conservation Benefit Plan which includes permanent protection of sufficient acreage of suitable habitat for winter raptors for a sufficient period of time,

with a NYSDEC-approved monitoring and habitat restoration plan. The Take Permit and Net Conservation Benefit Plan apply to the site proposed for the Data Centers, and the Data Centers do not propose any modifications or expansions of the same. As discussed above, the Data Centers will not have any direct impact on surface waters, or any habitats therein, within or outside of the STAMP Site due to the proposed stormwater controls and regulatory requirements applicable to the Data Centers.

Specific concern has been expressed by the Nation that noise will negatively impact the following species: bald eagle, sandhill crane, tri-colored bat, salamander mussel, and hellbender. None of these species are known to be present on the STAMP Site, with the exception of the sandhill crane, as discussed below.

Within New York, eastern hellbenders are known to occur only within the Allegheny and Susquehanna River drainages, neither of which are within the vicinity of STAMP. This species requires swift running, well oxygenated, unpolluted streams with the presence of riffles and an abundance of large flat rocks, logs, or boards. It is possible that a limited version of this habitat is available within Whitney Creek. However, the unlikelihood of suitable habitat combined with known locations of eastern hellbenders, makes it highly unlikely that this species is present within the STAMP site.

Like hellbenders, salamander mussels also require rocky, swift-flowing streams, making Whitney Creek the only remotely suitable habitat on STAMP. Should salamander mussels occur in Whitney Creek, the nearest occurrence would be at the far southern end of the property, approximately 0.75 miles away from the proposed data centers, reducing noise levels close to those already existing. Notably, Whitney Creek is proposed to be permanently protected in connection with the development of the STAMP Site, as a part of an approximately 200 acre conservation buffer proposed by GCEDC at the request of the Nation.

Bald eagles, a state-threatened species, have been documented flying over the STAMP site but have not been observed foraging or engaged in breeding behavior. To avoid impacts to this species, regulations state that all areas within 660 feet of a nest must be avoided. There are no known bald eagle nests within the STAMP site, nor are any known to exist within 660 feet of the STAMP boundary.

Sandhill cranes, which are neither federally nor state listed nor a species of special concern within New York, have been documented infrequently foraging on STAMP during their migration season. As analyzed within the GEIS, sandhill crane, like other species that may be displaced from STAMP during full buildout, will continue to utilize the abundant agricultural fields that are present in the surrounding landscape.

Tricolored bats have been proposed for federal listing but have not been formally listed as of February 2025. This species utilizes a variety of forest habitats, but also anthropogenic features such as culverts, barns, and houses for roosting. Foraging occurs primarily above water features and along forest edges. Studies have demonstrated that noise can disrupt foraging behavior, forcing bats to seek quieter areas on and adjacent to the STAMP Site. These areas, which include more suitable habitat for the Tricolored bat, are abundant outside of the Data Center site, allowing the bats continued access to essential habitat. Notably, the forest edges on the STAMP Site fall within the bounds of the area proposed to be permanently protected from development, as discussed above.

Conclusion:

The GEIS identifies that state and or federally listed threatened or endangered species may potentially occur on the STAMP Site as well as non-listed species, but recognized that the mitigation measures included therein (e.g., noise thresholds) sufficiently mitigated impacts to the same, while also recognizing that abundant, higher quality alternative habitat was available in the immediate vicinity of the STAMP Site. There have been limited observances of a New York Threatened or Endangered Species at the Edwards Vacuum Site, specifically the northern harrier. The presence of the northern harrier on a portion of the STAMP Site triggered the issuance of the Take Permit issued pursuant to Part 182.

Given the lack of noise impacts resulting from Project Double Reed, it would not have any significant adverse impacts on plants or animals that were not analyzed in the STAMP GEIS. Lighting from the proposed Data Center would similarly not impact plants or animals outside of the STAMP Site based on the substantial dark sky compliant lighting plans proposed. Furthermore, the proposed stormwater controls would ensure that the Data Center would have no adverse impact on plants and animals surrounding the STAMP Site from stormwater flows. Accordingly, Project Double Reed will not have any significant adverse impacts on plant or animal resources that were not analyzed in the STAMP GEIS.

H. Impact on Agricultural Land Resources:

The Parcel consists of 60 acres of agricultural land, but is not located in a designated agricultural district nor are any highly productive soils present. The GEIS contemplated that full development of the STAMP Site will result in a loss of agricultural use of the entirety of the STAMP Site.

According to the United States Department of Agriculture (“USDA”) 2022 Agriculture Census, Genesee County currently has 147,288 acres of crop and pasture land in use. Therefore, the potential loss of future agriculture use of the STAMP Site represents less than 1% of the total crop land acres located in Genesee County (i.e., 0.65%), with the loss of acreage from Project Double Reed making up a fraction of the same. Project Double Reed does not propose to impact any agriculture land beyond that which is contemplated under the GEIS.

Here, Project Double Reed is proposing the development of approximately 60 acres which is below the threshold contemplated in the STAMP GEIS, and none of which is prime farmland. Based on these facts, Project Double Reed will not have any significant adverse impacts on agricultural land resources that were not analyzed in the STAMP GEIS.

I. Impact on Aesthetic Resources:

Project Double Reed involves construction of three, single story buildings which will be approximately 53 ft. tall, 450 ft. wide, and 850 ft. long. The nearest officially designated and publicly accessible federal, state, or local scenic or aesthetic resources (Iroquois National Wildlife Refuge and the John White Game Farm), as well as the Nation’s Territory, are separated from the proposed development by a substantial buffer in which no development will occur. Specifically, there is a 400 ft. buffer maintained around the perimeter of the entire STAMP Site to mitigate any aesthetic impacts to surrounding uses. Additionally, there is a minimum 500 ft. (and in some places extending up to approximately 1,600 ft.), 200 acre buffer surrounding the border of the western boundary of the STAMP Site where it abuts the Nation’s Territory. Project Double Reed will, at its closest point, be over ½ mile (3,800’) from the Nation’s Territory.

The existing woodland on the STAMP Site and the Nation’s Territory provides a substantial existing vegetative screen. Project Double Reed will include outdoor lighting on the Data Center buildings, parking areas, and access drives. Perimeter lighting will be dark sky compliant and shielded to prevent off-site light impacts. The Illumination Plan confirms that there will be no significant light spillage beyond the boundary of the Parcel. Pursuant to the Landscape Plan, Project Double Reed also proposes to install significant landscape screening to further shield the Parcel from view from surrounding uses.

In order to assess the potential visual impacts of Project Double Reed, the Application includes the Visual Assessment which simulates aesthetic impacts on views surrounding the Parcel. These included locations along Crosby Road, where the

development will have its main access points; two viewpoints from the west, reflecting potential views from the Nation; and two viewpoints from Lewiston Road and Alleghany Road. As depicted in the Visual Assessment, Project Double Reed will be well-screened by the substantial existing vegetation on the STAMP Site, the proposed landscape screening, and the significant setbacks to adjacent land uses; and would have minimal intrusion on the horizon profile.

Conclusion

The STAMP Site has been designed in a low-density campus setting, meaning that development is respectful and complements the STAMP Site's natural landscape. The STAMP Site as a whole is surrounded by foliage that creates a natural barrier to visual impacts. Additionally, there are substantial buffers surrounding the STAMP Site and the Parcel which further mitigate any aesthetic impacts the development of the STAMP Site may have. Project Double Reed itself will be located, at its closest point, over ½ mile from the Nation's Territory.

The STAMP GEIS assumed STAMP's development with such similar uses as Project Double Reed and has contemplated the possible aesthetic impact to the surrounding communities. Notably, Project Double Reed will be well below the height limitation set forth in the STAMP GEIS and the underlying zoning, which is limited to 110 ft. The Project will be partially visible from locations at the edge of the Nation's Territory, where farming previously occurred. However, the Project is a sufficient distance from the Nation's Territory such that the Project is not prominent on the horizon, and will not be visible from within the Nation's Territory. Furthermore, the Visual Assessment confirms that Project Double Reed will be well-screened by the substantial existing vegetation on the STAMP Site and proposed landscape screening on the Parcel, as well as the significant setbacks to adjacent land uses. Furthermore, the GEIS specifically contemplated that the western portion of the STAMP Site where the Parcel is located would contain the largest, most intensive uses at STAMP. Based on these facts, Project Double Reed will not have any significant adverse impacts on aesthetic resources that were not analyzed in the STAMP GEIS.

J. Impact on Historic and Archaeological Resources:

The STAMP Site does not contain, nor is it adjacent to, a building, or district which is listed on, or that has been nominated to the State or National Register of Historic Places. The Agency has coordinated extensively with the New York State Office of Parks, Recreation and Historic Preservation State Historic Preservation Office ("SHPO") on the development of the STAMP Site, with such coordination continuing for the Data Centers.

Impacts to historic and archaeological resources are analyzed extensively in the GEIS; and the programmatic agreement ("Programmatic Agreement") entered into between the Agency and the U.S. Army Corps of Engineers ("USACE") comprehensively cleared the STAMP Site of archaeological resources. Further, as required by the letter of resolution ("LOR") that was negotiated between NYSDEC, the Agency, SHPO, and the Nation, the Agency has prepared IAs for each of the Data Centers in order to evaluate whether they will have any adverse impact upon the Nation's Territory as a property of religious and cultural significance based on the National Register Criteria for eligibility. The Nation has been working with SHPO over the course of several years to nominate of the Nation's Territory as a Traditional Cultural Property ("TCP") for listing on the National Register as a property of religious and cultural significance, but has not yet provided the necessary information for such a nomination to proceed. The Nation has worked with the SHPO most recently on a draft determination of eligibility document, however, that document has not been completed or released to the Agency for review in its draft form. Notwithstanding, for the purpose of SEQRA review and review under the Programmatic Agreement and LOR, the Agency assumes that the Nation's Territory would be eligible for listing on the National Register of Historic Places.

As required by the GEIS, a Phase 1-3 Cultural Resource Investigation has been undertaken at the portion of the STAMP Site relevant to the Data Center. The Cultural Resource Investigation documents that the area proposed for development by the Data Center is not near or contains an archeological site or district which is listed on the national or state register of historic places or that has been determined by the commissioner SHPO to be eligible for listing on the state register of historic places. Further, as detailed in the IA for Double Reed, the project would not result in significant adverse impacts to the Nation's Territory, for the reasons described both in the IA and herein. Specifically, Project Double Reed will not result in any significant adverse impacts to noise, air emissions, light, odor, health and safety, surface or groundwater. In fact, as detailed above, Project Double Reed will contribute to an overall improvement in wetland quality due to the removal of agricultural runoff.

Based on these facts, the Double Reed project would not have any significant adverse impacts on Historic or Archaeological resources. Further, as detailed in the IA, Project Double Reed will not result in significant adverse impacts to the Nation's Territory as a TCP, for the reasons described both in the IA and herein.

Conclusion

Consistent with the requirements of the GEIS, in order to address any potential impacts associated with the future development of a specific use at the Parcel, the Agency is a

party to both the Programmatic Agreement and LOR with the USACE, NYSDEC, and SHPO in accordance with the STAMP GEIS. Pursuant to these agreements, the Agency has undertaken the above-referenced archaeological investigation in order to clear the STAMP Site of archaeological resources.

In addition, the Programmatic Agreement and LOR provide for procedures for USACE or NYSDEC (depending on permitting authority) to assess potential impacts on the Nation's Territory as a property of religious and cultural significance pursuant to the National Historic eligibility criteria. As detailed herein, Project Double Reed is not anticipated to be appreciably seen, heard, smelled, or otherwise have any impact on the Nation's Territory as a TCP, all as documented in Environmental Information. Further, as detailed in the IA, Project Double Reed will not result in significant adverse impacts to the Nation's Territory as a TCP, for the reasons described both in the IA and herein.

Based on these facts, Project Double Reed will not have any significant adverse impacts on cultural resources that were not analyzed in the STAMP GEIS.

K. Impact on Open Space and Recreation:

The Parcel is not currently used for hunting, fishing, trapping, or shell fishing. In terms of off-site recreational resources, the closest is the Iroquois National Wildlife Refuge (federal) and the John White Game Farm (New York State wildlife management area) which are both over ½ mile away, and will be unaffected by Project Double Reed.

Conclusion

As evaluated in the GEIS, although there is hunting that takes place directly to the west of the STAMP Site on the Tonawanda Seneca Nation's land, there will be minimal impacts to this area due to the significant boundary buffer and setbacks, perimeter lighting shields and landscape screening, and lack of noise and odor impacts (discussed below).

Further, Project Double Reed will not result in a loss of recreational opportunities or a reduction in open space sources because the STAMP Site is not open to the public or utilized by the public for any outdoor activities. Based on these facts, Project Double Reed will not have any significant adverse impacts on open spaces and recreation that were not analyzed in the STAMP GEIS.

L. Impact on Critical Environmental Areas:

There are no Critical Environmental Areas as described in subdivision 6 NYCRR 617.14(g) on the STAMP Site, including the Parcel, or in proximity to the STAMP Site. Accordingly, Project Double Reed will not have any significant adverse impacts upon Critical Environmental Areas that were not analyzed in the STAMP GEIS.

M. Impact on Transportation:

Project Double Reed will increase traffic from the addition of employee vehicle trips to the Parcel as Project Double Reed is expected to be staffed 24 hours per day in three, eight hour shifts. Night-time shifts will have less staffing and therefore, less traffic generation. The majority of vehicle trips to the Parcel will be from employee passenger vehicles, with infrequent truck trips limited to 2-3 deliveries per day.

The Traffic Report provided vehicle trip estimates for similarly sized uses per the ITE Trip Generation Manual ("**ITE Manual**"). The ITE Manual estimates vehicle trips for similarly sized data centers to be 99 trips during the weekday AM peak hour and 81 during the weekday PM peak hour. However, the Traffic Report explains that the ITE Manual, may rely on outdated surveys which do not reflect the reduced staffing needs of modern data centers. Therefore, the Traffic Report provides adjusted estimated vehicle trips based on observations from similarly sized data centers owned by the Applicant. The adjusted estimation is provided as 81 trips during the weekday AM peak hour and 27 during the weekday PM peak hour. In either case, both estimates are far lower than the estimated trips for similarly sized light industrial and manufacturing operations contemplated under the GEIS.

There will be an increase from 0 to 180 parking spaces proposed for Project Double Reed, as well as additional roadway access and internal travel lanes. There are no public transportation services or facilities within ½ mile of the Parcel.

Conclusion

The GEIS analyzed the traffic impacts from STAMP on surrounding roads at various phases of development up to full development which includes 6,130,000 sq. ft. of floor space with over 9,000 employees. The GEIS contemplates that at 70% of build out, STAMP would generate 1,424 new AM peak hour trips and 1,924 PM peak hour trips. The STAMP GEIS sets forth specific clear numeric thresholds which must be exceeded to trigger traffic improvements as well as updates to the GEIS traffic analysis. Specifically, the STAMP GEIS provides that no additional traffic study need be prepared until the development of the STAMP Site has resulted in over 1,925 trips during the peak PM hour.

Edwards Vacuum is anticipated to have a total of 620 vehicle trips per day, while Plug Power is estimated to have a maximum of 36 vehicle trips per day. Under a worst case scenario, assuming all 656 trips occur during the PM peak hour, when added with the highest estimate for Project Double Reed of 81 trips during PM peak hour, total trip remain well below the 1,924 trip threshold in the GEIS.

Notably, as detailed in the STAMP GEIS, access to the STAMP Site will be provided from a Main Access Road (STAMP Drive), from Route 63/77. Additionally, based on trip generation estimates and projected trip distribution patterns, it is not expected that developments at STAMP would add significant traffic volumes to NY Route 77 or NY Route 63 north and west of the Parcel. Accordingly, traffic associated with STAMP will not be directed towards or through the Nation's Territory.

As detailed in the Traffic Report, Project Double Reed will generate a relatively insignificant increase in existing vehicle trips to the STAMP Site, estimated to be approximately 27-81 vehicle trips during the PM peak hour. Combined with the existing vehicle trips from current STAMP tenants, total vehicle trips during the PM peak hour are far below the threshold of 1,925 vehicle trips contemplated under the GEIS. Accordingly, Project Double Reed will not have a significant adverse impact upon Transportation that was not analyzed in the STAMP GEIS.

N. Impact on Energy:

Project Double Reed will generate a new demand for energy, requiring a connection to the utility electric power system. The Project will require approximately 250 MW of electric power to support its critical Data Center operations. The Agency has obtained approval for construction of a new electric substation located adjacent to the Parcel which is currently under construction. The substation will have an ultimate capacity of 600 MW, and the source of the power will be the New York Power Authority which will be delivered by National Grid.

Conclusion

The full build-out of the STAMP Site contemplated in the GEIS will result in the Project utilizing on a permanent basis certain energy resources including electricity. However, the estimated consumption is well within the capacity of the energy sources. In addition, the Project lies within the Niagara Hydro Power Zone which will provide a low-cost renewable source of energy for the Project. The GEIS contemplated the use of approximately 185 MW which was subsequently updated in prior SEQRA determinations by the Agency as a result of subsequent capacity studies to 600 MW after the construction of the STAMP substation. Project Double Reed is estimated to

consume approximately 250 MW of energy. Plug Power anticipates the need for 265 MW and Edwards Vacuum anticipates a demand at full build out of 7 MW. When added to Project Double Reed, total energy demand would be 522 MW, which is well below the GEIS threshold of 600 MW. Accordingly, Project Double Reed will not have significant adverse impacts upon energy that were not analyzed in the STAMP GEIS.

O. Impact on Noise, Odor, and Light:

Project Double Reed will likely exceed the ambient noise levels during construction because of typical construction noises such as trucks and excavators. Project Double Reed operations are not anticipated to appreciably increase ambient noise conditions at the border of the STAMP Site or exceed the STAMP boundary noise limits contemplated in the GEIS.

The GEIS explains that there are no quantifiable noise control ordinances that apply to the area surrounding the STAMP Site. The GEIS therefore analyzed anticipated impacts to noise based on NYSDEC guidance, contemplating that impacts at the STAMP Site boundary would be limited to 65 dBA during the day and 45 dBA during the night.

The Noise Report included with the Application assessed anticipated noise impacts from operation of the Data Center on surrounding sensitive noise receptors. The Noise Report modeled sound impacts from Project Double Reed under three operation scenarios ("**Operation Scenarios**"): (i) normal operation of the Data Center; (ii) operation of the Data Center with three Generators operating for maintenance, and; (iii) operation of the Data Center with all six Generators operating under emergency conditions.

The Noise Report modeled sound impacts at 9 sensitive receptors surrounding the Parcel, including the boundary of the nearest residentially zoned district, and the Nation's Territory. Estimated noise impacts were compared against NYSDEC's recommended noise guidelines of a maximum of 45 dBA during nighttime hours, to ensure a conservative estimate. The Noise Report modeled noise impacts under three build conditions: unmitigated; mitigation with a 14-20 ft. rooftop barriers ("**Mitigation 1**"); and mitigation with 14-15 ft. rooftop barriers and a 10 ft. barrier wall along the northern and eastern bounds of the Parcel in accordance with the Noise Mitigation Plan ("**Mitigation 2**"). Per Double Reed's February Letter, it has confirmed that it will implement Mitigation 2 or an equivalent effective design.

Under all three Operation Scenarios, the mitigated noise levels at all receptors are estimated to not exceed the 45 dBA threshold at the closest residential receptors beyond

the Parcel. Mitigated impacts at the Nation's Territory boundary are estimated under all scenarios to not exceed 34 dBA, consistent with ambient conditions.

Project Double Reed will not have an effect on odor on the STAMP Site because it does not include any processes or substances that result in odors migrating off the Parcel.

Project Double Reed includes outdoor lighting on the constructed buildings, parking areas, and access lanes. However, all lighting will be downward facing, dark sky compliant, and will be shielded to prevent light spilling off-site. Additionally, substantial landscape screening is proposed in accordance with the Landscape Plan to shield the Parcel from view from surrounding uses.

Conclusion

Potential noise impacts during construction and operation of the Project have been assessed according to NYSDEC guidelines. As discussed in the Noise Report, NYSDEC's published guideline establishes a basis to assess the Project's potential for those impacts.

NYSDEC guidelines state that noise sources should not increase daytime levels above 65 dBA and nighttime levels above 45 dBA in non-industrial areas. Noise impacts from Project Double Reed will not exceed 45 dBA at all times, day and night, at all surrounding off-site receptors in accordance with the GEIS.

Project Double Reed does not include the types of actions which would produce significant odors migrating off-site. Furthermore, lighting at the Parcel will be well shielded from surrounding uses and the Parcel will have substantial setbacks from surrounding uses. Furthermore, the Illumination Plan confirms that that there will be no significant light spillage beyond the boundary of the Parcel. Accordingly, Project Double Reed will not have significant adverse impacts upon noise, odor, and light that were not analyzed in the STAMP GEIS.

P. Impact on Public Health:

The construction of Project Double Reed will take place over two years. During the construction phase, construction personnel are likely to encounter a number of physical hazards that are typically associated with commercial construction. All Project Double Reed construction will take place within the boundaries of Parcel. Because it is located within the STAMP Site, the general public's exposure to any hazards will be limited. Additionally, Project Double Reed will be required to fully comply with applicable OSHA and New York State Labor Law requirements, further minimizing risks. Thus, it

is anticipated that the construction work associated with Project Double Reed will not have a significant impact on public health and safety.

Furthermore, there will be no commercial generation, treatment, or disposal of hazardous waste at the Parcel. Additionally, there will be no pesticides used during construction or operation of Project Double Reed.

No construction of, or modification to, any solid waste management facility will be necessary to accommodate Project Double Reed. While hazardous waste is not anticipated to be unearthed during construction or operation of Project Double Reed, any such materials (if unearthed) will be disposed of in accordance with all applicable federal, state, and local rules and regulations. Storage of diesel fuel for the Generators will be required to comply with the federal SPCC and NYSDEC PBS regulations.

Project Double Reed provided the Emergency Response Procedures, which are designed to minimize or eliminate potential impacts in the event of an unforeseen emergency. Furthermore, these Emergency Response Procedures are specifically tailored to operation of a data center.

The Emergency Services Summary indicates the Applicant made inquests to the emergency services serving the Parcel to determine what, if any, impacts construction and operation of Project Double Reed would have on existing levels of service. The Genesee County Sheriff's Office and New York State Police (Troop A) indicated that Project Double Reed would have "minimal impact" on existing levels of service. The Alabama Volunteer Fire Department has locations that are 2-6 minutes driving time away from the Parcel and has confirmed that Project Double Reed would result in a negligible increase of fire calls. Outreach to the EMS service serving the Parcel indicated that Project Double Reed would have minimal impact on emergency calls. The lack of impacts was further confirmed by the Town of Alabama via the Alabama Letter, indicating that the Town has ample capability to provide emergency response services to Project Double Reed.

Furthermore, Project Double Reed does not seek to locate in unsafe low-tech environments, in previously unused warehouses, or old industrial sites. Rather, Project Double Reed will construct a state of the art, purpose designed and built facility with all modern safety systems included. Additionally, electric service to Project Double Reed would be provided through a brand new upgraded electrical substation designed specifically to handle enough capacity to power the entire STAMP Site, including Project Double Reed.

Conclusion

Project Double Reed will be constructed in accordance with all applicable state and federal safety requirements and will not generate or utilize hazardous materials or wastes. The Parcel is well serviced by surrounding emergency services which will be negligibly impacted by Project Double Reed. In addition, as discussed above, Project Double Reed will further develop and implement its comprehensive Emergency Response Procedures to minimize or eliminate risks to human health from emergency events. Finally, as discussed above, any risks from the storage of diesel fuel on the Parcel are expected to be fully mitigated through compliance with federal SPCC and NYSDEC PBS regulations in accordance with the expectations of the GEIS. Accordingly, Project Double Reed will not have a significant adverse impact upon public health that was not analyzed in the STAMP GEIS.

Q. Impact on Character and Community Plans:

Project Double Reed is in line with the Genesee County Smart Growth Plan. Furthermore, the land use plan for the STAMP Site contemplates industrial and commercial growth such as the construction of Project Double Reed. The plot of the STAMP Site where Project Double Reed is going to be built is zoned as Technology District 1 ("TD-1"), and the project is consistent with the underlying zoning designation of TD-1. Further, as detailed above, the project is not anticipated to be appreciably seen, heard, or smelled from neighboring properties, including the Nation's Territory.

Conclusion

The STAMP GEIS extensively analyzes the development of STAMP and potential impacts on surrounding communities. The GEIS contemplated that the full buildout of STAMP would result in development of 6,130,000 sq. ft. of floor space. To date, only a small portion of that development has been built or planned for development, and construction of Project Double Reed would be well under the full build limits.

The GEIS also contemplated that the development of the largest, most intensive uses at STAMP would occur on the western part of the STAMP Site, where the Parcel is located, because it would be well buffered from surrounding uses, including the Nation. According to the underlying TD-1 zoning for this area, technology manufacturing uses, including data centers, are expressly permitted. The maximum height of such uses is 110 ft. and the minimum lot size for such development is 100,000 sq. ft., there are no lot coverage requirements. The GEIS explains that STAMP is designed to only develop 46% of the available acreage, therefore providing a campus setting that is respectful of and compliments its natural landscape, including through the incorporation of substantial buffers. The buffers along the boundary with the

Nation's Territory range from 400-1,600 ft. Further, Project Double Reed will be located at least 3,800 ft. away from the Nation's Territory.

The maximum proposed height of Project Double Reed is 53 ft., less than half the permitted height in the underlying zoning district analyzed in the GEIS. The Visual Assessment confirms that Project Double Reed would have minimal intrusion on the horizon profile, and would be well screened through additional proposed landscaping.

As Project Double Reed is entirely consistent with the thresholds and mitigation measures set forth in the STAMP GEIS, it will not have any impacts on community character or plans that were not previously analyzed in the STAMP GEIS.

R. Impact on Disadvantaged Communities

Per the New York Environmental Justice Law ("EJL"), lead agencies must consider during SEQRA review, whether the proposed action would result in a disproportionate pollution burden on a DAC. However, the EJL does not expressly apply to projects such as STAMP, where such project has already undertaken a GEIS prior to the effective date of the EJL. *See* NY LEGIS 840 (2022), 2022 Sess. Law News of N.Y. Ch. 840, § 9 (S. 8830) (McKinney's). Notwithstanding, the Agency includes an analysis here in accordance with the EJL.

New York's Climate Justice Working Group ("CJWG") in its map of DACs has identified the Nation's Territory (Census Tract 36037940100) and large portions of Genesee County (including the Town of Alabama, Census Tract 36037950300) as DACs.¹ As early as 2012, the STAMP Findings which followed the issuance of the GEIS included a detailed explanation of the public need and benefit achieved through the development of STAMP. As detailed in the STAMP Findings:

The Project's central purpose is to play a significant role in reversing a trend of economic stagnation that has affected the Western New York region in recent years. The need for reversing this trend may be seen locally in 2010 US Census figures indicating declines in population for both the Town of Alabama and Genesee County over the past ten (10) years. STAMP will result in a number of benefits that have the potential to mitigate this trend in a substantial way.

¹ The Agency recognizes and respects the Nation's disagreement of the use of the term "disadvantaged community" in reference to the Nation, as explained in the Nation Letter. The Agency uses it only with regard to the classification pursuant to the Environmental Conservation Law.

All mitigative measures associated with STAMP are inherently geared towards achieving the benefits of STAMP while reducing any potential adverse impacts on surrounding DACs to the maximum extent practicable. Project Double Reed does not interfere, and is consistent with the economic development goals in the GEIS.

Consideration here of whether a disproportionate burden to a DAC exists, takes into account the unique burdens and stressors applicable to the Nation, including its reliance on the large wooded lands adjacent to STAMP ("**Big Woods**") for hunting, ceremony, and medicine preparation, as well as its reliance on well-water. As discussed above, any project seeking to locate at STAMP would be required to comply with the limitations and conditions provided in the GEIS, and would undergo additional comprehensive review if it exceeded any such thresholds.

The GEIS determined that potential air impacts resulting from the technology manufacturing facilities sited at STAMP will be avoided, minimized, and/or mitigated to the maximum extent possible through the requirement to adhere to strict air permitting requirements and the expectation that no project would exceed Title V Major Source thresholds.

Project Double Reed's use of the generators is specifically contemplated under the GEIS. The Air Report explains that the potential to emit ("**PTE**") for Project Double Reed exceeds Title V Major Source Thresholds because PTE is calculated based on the theoretical continuous operation of the generators for 24 hours per day, 365 days per year. However, because Project Double Reed proposes to operate the generators for only a fraction of that time, the actual estimated air emissions are well below the Title V Major Source Thresholds and the same would be accepted as enforceable caps by NYSDEC, as contemplated in the GEIS. Additionally, prevailing winds are from the westerly direction, meaning emissions from the STAMP Site would generally not impact the Nation's Territory.

Furthermore, as discussed above, Project Double Reed will not have any significant adverse impact to surface or groundwater, and is not expected to be appreciably seen, heard, or smelled off-site.

The economic benefits of the development of STAMP have already translated into direct health and quality of life benefits to the DACs surrounding the Site. The Agency, in connection with the development of STAMP, has provided infrastructure to bring access to public water to the Town of Alabama. Such infrastructure is also available for access by the Nation, and the Agency has routinely reached out to the Nation to facilitate such access. In addition, any financial incentives granted to Project Double Reed would be given in exchange for significant economic benefits to the Town, school

district, and County, which would translate to further improvements in the quality of life of the DACs. Future improvements include providing locals with access to public sewer, thereby reducing impacts to groundwater and public health associated with existing septic systems. As detailed above, the Agency has proposed to permanently protect approximately 200 acres of lands adjacent to the Nation's Territory to ensure that no development will occur in such acreage, while also replacing agricultural runoff from stormwater events with runoff treated consistent with the requirements of the SPDES. Accordingly, Project Double Reed will not result in a disproportionate burden on DACs.

Section 3. In summary, as detailed above, based upon the Agency's review of the Environmental Information and investigations of the potential environmental impacts associated with Project Double Reed, considering both the magnitude and importance of each potential environmental impact indicated, and upon the Agency's knowledge of the STAMP GEIS and the STAMP Findings as well as the STAMP Site and surrounding area and such further investigations of the Project Double Reed and its environmental effects as the Agency has deemed appropriate, the Agency finds that all potential environmental impacts associated with Project Double Reed are adequately addressed in the STAMP GEIS and the STAMP Findings and that no further SEQRA compliance relative to Project Double Reed is required.

Section 4. Having considered the Environmental Information and GEIS, and STAMP Findings, and having considered the relevant environmental impacts, facts and conclusions relied upon to meet the requirements of 6 NYCRR § 617.11, and having weighed and balanced the relevant impacts with social, economic and other considerations, the Agency recertifies that:

- (i) The requirements of 6 NYCRR Part 617 have been met; and
- (ii) Consistent with the social, economic and other essential considerations from among the reasonable alternatives available, the Project remains one which avoids or minimizes adverse environmental effects to the maximum extent practicable, and that adverse environmental impacts will be avoided or minimized to the maximum extent practicable by incorporating as conditions to the decision those mitigative measures which were identified as practicable.

Section 5. 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 6. This Resolution, which is adopted by a majority vote of the Agency, shall serve as the consistency determination, and is issued by the Agency pursuant to and in accordance with SEQRA, shall take effect immediately. For further information on this Determination contact:

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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:

The foregoing Resolution was thereupon declared duly adopted.