

# STAMP Sewer Works, Inc.

## Meeting Agenda

Wednesday, July 9, 2025

Location: 99 MedTech Drive, Innovation Zone

9:00 a.m.

Page #'s	Topic	Discussion Leader	Desired Outcome
	<b>1a. Executive Session</b> Motion to enter executive session under the Public Officers Law, Article 7, Open Meetings Law Section 105 for the following reasons: 1. The medical, financial, credit or employment history of a particular person or corporation, or matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person or corporation. <b>1b. Enter Public Session</b>	P. Zelif	
2-3	<b>2. Chairman's Report &amp; Activities</b> 2a. Additions / Deletions to the Agenda 2b. Minutes: April 30, 2025	P. Zelif	Vote
4	<b>3. Discussions / Official Recommendations to the Board:</b> 3a. Easements for Force Main	M. Masse	Disc / Vote
5-14	3b. Sewer Supply Agreement – Village of Oakfield	M. Masse	Disc / Vote
15-21	3c. Sewer Construction Agreement – Village of Oakfield	M. Masse	Disc / Vote
	Adjournment	P. Zelif	Vote

**DRAFT**

**STAMP Sewer Works, Inc. Meeting  
Wednesday, April 30, 2025  
Location: 99 MedTech Drive, Innovation Room  
9:00 AM**

**STAMP SEWER WORKS, INC. MINUTES**

**Attendance**

Board Members: P. Zeliff, T. Hens, R. Crossen, M. Clattenburg, C. Yunker  
Staff: M. Masse, P. Kennett, E. Finch, L. Farrell, C. Suozzi  
Guests:  
Absent: P. Battaglia

**1.0 Call to Order - Enter Public Session**

P. Zeliff called the meeting to order at 9:02 a.m. in the Innovation Zone.

**1a. Enter Executive Session**

C. Yunker made a motion to enter executive session under the Public Officers Law, Article 7, Open Meetings Law Section 105, at 9:02 a.m. for the following reasons:

1. The medical, financial, credit or employment history of a particular person or corporation, or matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person or corporation.

The motion was seconded by R. Crossen and approved by all members present.

**1b. Enter Public Session**

C. Yunker made a motion to enter back into public session at 9:12 a.m., seconded by T. Hens and approved by all members present.

**2.0 Chairman's Report & Activities:**

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

**2b. Minutes: March 26, 2025**

**R. Crossen made a motion to accept the March 26, 2025, minutes as presented; the motion was seconded by T. Hens. Roll call resulted as follows:**

M. Clattenburg -Yes	T. Hens - Yes
P. Zeliff - Yes	R. Crossen - Yes
P. Battaglia – Absent	C. Yunker - Yes

**The item was approved as presented.**

2b.

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### **3.0 Discussions:**

**3a. MOU with the Village of Oakfield** – The GCEDC, STAMP Sewer Works Corp. and the Village of Oakfield are willing to work together on the possible design, construction and operation of a new force main sewer line from the STAMP Site to the Village of Oakfield Wastewater Treatment Facility (“Oakfield WWTF”) to provide wastewater treatment services to STAMP.

**Fund Commitment:** None at this time. Any costs will be brought forward prior to approval for payment.

**Committee Action Request:** Recommend approval of executing the MOU with Village of Oakfield.

R. Crossen stated that the first page of the MOU, item 1, needs to be updated. He recommended reviewing the entire document and updating it given the changes over the time period.

**R. Crossen made a motion to accept the MOU with the Village of Oakfield with updates as described; the motion was seconded by C. Yunker. Roll call resulted as follows:**

M. Clattenburg -Yes

P. Zelif - Yes

P. Battaglia – Absent

T. Hens - Yes

R. Crossen - Yes

C. Yunker - Yes

**The item was approved as presented.**

### **4.0 Adjournment**

As there was no further business, R. Crossen made a motion to adjourn at 9:14 a.m., which was seconded by T. Hens and passed unanimously.

### **STAMP Payment for easements**

**Discussion:** In conjunction with the installation of the force main from the STAMP site to the Village of Oakfield wastewater treatment facility, there are a number of easements needed. Based on a compensation model of \$2 per linear foot with a minimum of \$500, the following payments are needed for three easements:

1. Permanent Easement 1 and Permanent Easement 2 for a total of \$1,175
2. Permanent Easement 3 - \$500

**Fund Commitment:** \$1,675 from the \$56 million.

**Board Action Request:** Approval of payment of \$1,675 to the holders of the easement numbers identified above.

### **Sewer Supply Agreement with Village of Oakfield**

**Discussion:** The STAMP Sewer Works Corp. and the Village of Oakfield have proposed an agreement whereby the Village of Oakfield Waste Water Treatment Facility ("Oakfield WWTF") will accept and provide wastewater treatment services for sanitary sewer from STAMP tenants.

**Fund Commitment:** None. This agreement does set an amount that would be added to the treatment cost per 1,000 gallons to be paid by STAMP tenants.

**Committee Action request:** Recommend approval of executing the Sewer Supply Agreement with the Village of Oakfield.

## OAKFIELD STAMP SEWER WORKS SEWER SUPPLY AGREEMENT

THIS AGREEMENT ("Agreement") is entered into the \_\_\_\_ day of \_\_\_\_\_, 2025, between the Village of Oakfield, with offices at 37 Main Street Oakfield, New York 14125 ("Village"), and STAMP Sewer Works, Inc. ("SSW") with offices located at 99 MedTech Drive, Suite 106, Batavia, New York 14020 (collectively, the Village and SSW are the "Parties").

**WHEREAS**, SSW has been formed to provide sewer services to the Western New York Science & Technology Advanced Manufacturing Park ("STAMP"), an advanced manufacturing campus on approximately 1,250 acres of land in the Town of Alabama, New York located along the west side of New York State Highway 77/63 (north of Judge Road) approximately five miles north of the I-90/New York State Thruway ("STAMP Site"); and

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

**WHEREAS**, SSW and the Village have executed a nonbinding letter of intent ("LOI") dated April 16, 2024, pursuant to which the Parties have agreed to work together on the possible design, construction, and operation of a new force main sewer lines, affiliated pump stations, and metering equipment at two locations (collectively, the "Force Main") from the STAMP Site to the WWTF to provide non-industrial wastewater treatment services to STAMP; and

**WHEREAS**, the Village has indicated a willingness to allocate treatment capacity ("TC") for STAMP of 100,000 gallons per day ("GPD") of non-industrial wastewater, as described in **Exhibit 2** hereto, with the understanding that SSW and the Village will work together to: (i) confirm that the WWTF has sufficient existing capacity to handle the TC with agreed upon upgrades and not to cause stress to the WWTF, and (ii) to determine whether the WWTF can provide additional treatment capacity to STAMP including identification of all necessary additional improvements relative to same; and

**WHEREAS**, CPL Architect, Engineers, Landscape Architect and Surveyor, D.P.C. ("CPL"), on behalf of SSW completed a Draft Basis of Design Report ("BODR") to analyze the Village's ability to accept the TC subject to certain improvements to the WWTF as generally described in the Draft BODR (collectively, the "Improvements"); and

**WHEREAS**, SSW and the Village have entered into a separate agreement governing the engineering, design, and construction of the Force Main and the Improvements ("Construction Agreement"); and

**WHEREAS**, in the event that the construction of the Force Main is completed pursuant to the terms of the Construction Agreement, SSW wishes to purchase from the Village, and the Village wishes to allow SSW treatment capacity at the WWTF for non-industrial wastewater as set forth herein.

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

1. Obligation to Treat.

- 1.1. In the event that the Force Main and Improvements are constructed pursuant to the terms of the Construction Agreement, the Village shall accept up to the TC (100,000 GPD) of non-industrial sanitary sewage conveyed to the WWTF System via the Force Main pursuant to the terms of this Agreement and shall treat same within the WWTF System prior to discharge to Dry Brook.
- 1.2. In the event that additional capacity, beyond 100,000 GPD, is determined to be available within the WWTF System ("Additional Capacity") as a result of any Capacity Study conducted pursuant to the Construction Agreement, the Village has the sole discretion to accept such non-industrial sanitary sewage conveyed to the WWTF System via the Force Main pursuant to the terms of this Agreement up to an amount mutually agreeable to the Parties, but not to exceed the Additional Capacity, and shall treat same within the WWTF System prior to discharge to Dry Brook.
- 1.3. In the event that any Expansion Study undertaken pursuant to the Construction Agreement demonstrates that the WWTF will have excess capacity following the completion of any suggested improvements to the WWTF System ("Expansion Capacity"), the Village has sole discretion to accept additional non-industrial sanitary sewage conveyed to the WWTF System via the Force Main pursuant to the terms of this Agreement up to the amount of such Expansion Capacity and shall treat same within the WWTF System prior to discharge to Dry Brook.

2. Wastewater Treatment Rates.

- 2.1. The SSW shall pay to the Village a special out of district sewer rate ("SSW Sewer Rate") that is fair and equitable as defined in this Agreement. The SSW Rate shall have two components: (i) a Base Rate; and (ii) an Out of District Surcharge. The Base Rate shall be the existing Village sewer rate as provided for in the Village Code Chapter 208 ("Base Rate"). See attached **Exhibit 1**, entitled "Village of Oakfield Current Sewer Rate". The Village and SSW agree that in addition to the Base Rate, the SSW shall pay an out-of-district rate as provided in **Exhibit 2** hereto ("Out of District Surcharge"). The Base Rate and the Out of District Surcharge together, shall be the "SSW Sewer Rate".
- 2.2. In the event that the Village determines that a rate increase is necessary, any such rate increases will be made to the Base Rate for the Village as a whole, and will not disproportionately burden the SSW.

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3. Sewer Master Meters.

- 3.1. The SSW shall construct and maintain sewer master meters ("Master Meters") at or around the point where the Force Main connects to the WWTF System and at the point of discharge from the STAMP site, measuring total flows from the STAMP Site to the WWTF. The Parties agree that the flow measurement recorded by the Master Meters in conjunction with the SSW Sewer Rate will be the basis upon which the Village assesses quarterly sewer charges to SSW.
- 3.2. The SSW shall maintain ownership and capital and maintenance responsibility for the Force Main along with any associated buildings, pump stations and manhole(s), including those in which Master Meters and associated equipment are housed, ("STAMP Parties Owned Infrastructure"). The STAMP Parties are responsible for 100% of these costs.
- 3.3. SSW shall have the Master Meters calibrated by an independent party at least once annually. SSW shall provide the Village with written proof that Master Meters have been calibrated annually. If SSW fails to calibrate the Master Meters annually, the Village shall provide written notice to SSW to calibrate the Master Meters. SSW shall have sixty (60) days after receipt of the written notification to complete the Master Meters calibrations. If after 60 days the Master Meters calibrations are not completed, the Village shall have the right but not the obligation to have the Master Meters calibrated at a cost to SSW and SSW agrees to pay all reasonable and necessary costs the Village may incur.
- 3.4. SSW agrees to provide the Village with ninety (90) days written notice prior to any capital improvements to the afore-mentioned pump stations or manholes so that the Village can assess any impact to the Master Meters and associated equipment. Such improvements will not be made without the consent of the Village.
- 3.5. The STAMP Parties agree to provide the Village free and ready access to each of the buildings, pump stations and manhole(s) in which the Master Meters and associated equipment are housed upon receipt of thirty (30) days' advanced notice from the Village.

4. Maintenance/Capital Improvements.

- 4.1. The Village shall remain responsible for all costs associated with ongoing operation and maintenance of the WWTF System.
- 4.2. SSW shall remain responsible for all costs associated with ongoing maintenance of the STAMP Parties Owned Infrastructure.

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5. Sewer Use Laws/Ordinances And Decommissioning.

5.1. The Parties agree to comply with the terms and conditions of the Village's WWTF System SPDES Permit, as the same may be amended, and all other federal, state, and local laws rules and regulations. SSW shall adopt and comply with the Village's Sewer Use Ordinance and any future amendments thereto. In the event that the Village determines that any amendments to its Sewer Use Ordinance are necessary, such amendments will not disproportionately burden the SSW.

5.2. The Village agrees that it shall not terminate, or cause to be terminated, the Village's WWTF System SPDES Permit without first notifying SSW. In the event that the Village is unable to continue operation of the WWTF pursuant to the Village's WWTF System SPDES Permit for any reason (including casualty), the Village may in its sole discretion offer to assign all right, title and interest in the WWTF System (including physical infrastructure, real estate interest, associated permits and approvals necessary to operate the same) to SSW at a cost agreeable to both Parties.

5.3. In the event that STAMP enacts alternatives to treatment of non-industrial wastewater through the Village system, STAMP will pay the Village the base rate for 20,000 GPD for five years, as well as pay for all decommissioning costs deemed appropriate by the Village.

6. SSW Responsibilities for Development at STAMP.

6.1. SSW agrees to advise the Village of all additional development at STAMP that may impact flow, volume or loading, from the Force Main to the WWTF System as early as reasonably possible.

6.2. The connection of any new user to the Force Main at the STAMP requires approval by the Village, with such approval not to be unreasonably withheld, conditioned, or delayed. To obtain the Village's approval for new connections, SSW shall provide the Village with at least sixty (60) days' advanced notice of such intent to connect, as well as an estimate of the projected sanitary flows from the new user.

7. Term. This Agreement will remain in full force and effect for ten years after the date this Agreement is executed by both Parties. The term may be extended by written agreement of the Parties.

8. Inspections. Both the Village and SSW, at reasonable times, shall have the reciprocal right to inspect and analyze the other's plant, ponds, lines, list stations, or any other facilities relating to the WWTF or Force Main; provided further that either Party may inspect the financial records pertaining to either Party's wastewater operations.
9. Indemnifications.
- 9.1. SSW shall defend, indemnify and hold the Village harmless from any and all claims, damages, costs, expenses, including reasonable attorneys' fees relating to exceedance of the Village's SPDES permit capacity limits and conditions to the extent said matters result solely from SSW's wastewater discharges to the WWTF System.
- 9.2. Each Party shall indemnify, defend, and hold each other and their respective officers, directors, employees and agents, and its successors and assigns harmless from and against all claims, damages, demands, losses, expenses, fines, causes of action, suits, or other liabilities, (including all costs, reasonable attorney's fees, consequential damages, and punitive damages), arising out of or from, or alleged to arise out of or arise from, the performance of the terms and conditions of this Agreement by each respective Party or by any of each respective Party's, subcontractors, regardless of whether such claim, damage, demand, loss, expense, fine, cause of action, suit or other liability is attributable to bodily injury, personal injury, sickness, disease, or death, or injury to or destruction of tangible property, including the loss of use resulting therefrom; but only to the extent attributable to the respective negligent or intentional conduct of each party or any entity for which each party is legally responsible. This indemnity applies regardless of whether the claim is presented by an employee of each respective Party and shall not be limited in any way by any limitation on the amount of or type of damages, compensation or benefits payable by or for each Party under any Workers' Compensation acts, disability benefits acts or other employee benefits acts.
- 9.3. Neither party shall be responsible to the other or to third-parties, for damages, for any failure of the Facilities or system when such failure is occasioned through no fault of Village and/or STAMP Parties or by Act of God or by cause or event beyond reasonable control.
10. Notices. All notices provided for herein shall be directed to the Parties at the addresses set forth above, or at any other address provided in writing to the counter-party's current address of record. The Parties agree to update notice information as necessary.
11. Choice of Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to principles of conflict of laws.
12. Waiver. A waiver of any of the terms and conditions hereof shall not be deemed a general or continuing waiver, but shall apply solely to the instance to which the waiver is directed. No

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waiver of any of the terms of this Agreement shall be valid unless in writing, designated as such, and executed by the Parties. Any forbearance or delay on the part of either party in enforcing any of its rights under this Agreement will not be construed as a waiver of such right to enforce same for such occurrence or any other occurrence.

13. Entirety of Agreement. The entire Agreement is contained herein. There are no other promises, representations, or warranties affecting this Agreement, and any other or different terms and conditions in any purchase orders or other documents issued or accepted hereunder shall be deemed null and void.
14. Authority to Enter Into Agreement. Each party hereby represents and warrants to the other that that it has the authority to enter into and perform its obligations under this Agreement; that it has received all necessary approvals required in order to enter into and perform its obligations under this Agreement and that entering into agreement does not violate any law, its organizational documents, or any agreement to which it is a party.
15. Modification. No modification or Amendment of this Agreement shall bind any party unless expressly set forth in a written Amendment executed by the affected parties.
16. Execution. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

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

STAMP Sewer Works, Inc.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Village of Oakfield

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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## EXHIBIT 2

Village of Oakfield Proposed Block Rate Options for Proposed STAMP Sewer		
Flow	RATE ABOVE (V) RATE (\$/1,000 GALS.)	ANNUAL REVENUE AT UPPER END FLOW
1-25,000	\$4.00	\$36,500
25,001-50,000	\$3.00	\$27,375
50,001-100,000 <sup>1</sup>	\$2.00	\$36,500
<b>Total:</b>		\$100,375

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<sup>1</sup> Prior to GCEDC going above 100,000 gallons, renegotiate rate and improvements required for next phases. Amount shown as penalty for failure to renegotiate prior.

## EXHIBIT 3

- All capital cost required for flows/loadings above Village's needs at GCEDC expense.

Required improvements and schedule for the initial STAMP flows of 20,000 gpd are as follows:

- New Flow Equalization Tank: Funded and completed prior to any flows from STAMP.
- Phosphorus Removal system to be funded by GCEDC within one year of initial flows from STAMP.
- Clarifier repairs, Aeration Improvements, Filter Improvements: to be funded by GCEDC within three years of initial flows from STAMP.
- Sludge Processing improvements: to be funded by GCEDC within three years of initial flows from STAMP with the condition that any interim liquid sludge hauling required by the WWTP be paid for by GCEDC, estimated at \$0 to \$7,000/year, until completion of the Sludge Processing improvements.
- The estimated capital costs for the above is \$2,720,000. Costs above this amount will require approval from both parties.

Additional potential required improvements after the initial STAMP flows are as follows:

- New Clarifier equipment when/if flows get to 50,000 gpd. Current estimate is \$550,000. Costs above this amount will require approval from both parties.
  - Expansion of the Equalization Tank will be required at the time of increased flows beyond 50,000 gpd.
  - New screening system and lift station will be required if it is not provided at the STAMP site. Current estimate is \$650,000. Costs above this amount will require approval from both parties.
- North Pearl/Mill Street force main work by GCEDC to include gravity sewer main and sewer lateral replacement.
  - A fee of \$1,800,000 towards street reconstruction, watermain replacement, and storm sewer improvements along the same route as the new sewer force mains (North Pearl and Mill Streets). Payment may be made as a lump sum or on an annual basis to match loan/bonding rates of the Village's borrowing.

- One-time payment of present value of 100,000 gallons of Treatment Plant Capacity at \$4.15/gal (\$415,000).

### **Sewer Construction Agreement with Village of Oakfield**

**Discussion:** The STAMP Sewer Works Corp. and the Village of Oakfield have proposed an agreement whereby the Village of Oakfield Waste Water Treatment Facility ("Oakfield WWTF") will allow construction of a force main and improvements to their WWTF.

**Fund Commitment:** Cost of the improvements as outlined in the agreement.

**Committee Action request:** Recommend approval of executing the Sewer Construction Agreement with the Village of Oakfield.

## OAKFIELD STAMP SEWER WORKS SEWER CONSTRUCTION AGREEMENT

THIS AGREEMENT ("Agreement") is entered into the \_\_\_\_ day of \_\_\_\_\_, 2025, between the Village of Oakfield, with offices at 37 Main Street Oakfield, New York 14125 ("Village"), and STAMP Sewer Works, Inc. ("SSW") with offices located at 99 MedTech Drive, Suite 106, Batavia, New York 14020 (collectively, the Village and SSW are the "Parties").

**WHEREAS**, SSW has been formed to provide sewer services to the Western New York Science & Technology Advanced Manufacturing Park ("STAMP"), an advanced manufacturing campus on approximately 1,250 acres of land in the Town of Alabama, New York, located along the west side of New York State Highway 77/63 (north of Judge Road) approximately five miles north of the I-90/New York State Thruway ("STAMP Site"); and

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

**WHEREAS**, SSW and the Village have executed a nonbinding letter of intent ("LOI") dated April 16, 2024, pursuant to which the Parties have agreed to work together on the possible design, construction, and operation of a new force main sewer lines, affiliated pump stations, and metering equipment at two locations (collectively, the "Force Main") from the STAMP Site to the WWTF to provide wastewater treatment services to STAMP (*see Exhibit 1 – SSW Facilities Map*, hereto); and

**WHEREAS**, the Village has indicated a willingness to allocate a treatment capacity ("TC") for STAMP of 100,000 gallons per day ("GPD") of non-industrial wastewater, as described in **Exhibit 2** hereto, with the understanding that SSW and the Village will work together to: (i) confirm that the WWTF has sufficient existing capacity to handle the TC with agreed upon upgrades and not to cause stress to the WWTF, and (ii) to determine whether the WWTF can provide an additional treatment capacity of 100,000 gallons per day to STAMP including identification of all necessary additional improvements relative to same; and

**WHEREAS**, CPL Architect, Engineers, Landscape Architect and Surveyor, D.P.C. ("CPL"), on behalf of SSW, completed a Draft Basis of Design Report ("BODR") to analyze the Village's ability to accept the TC with certain improvements to the WWTF as generally described in the BODR (collectively, the "Improvements"); and

**WHEREAS**, the purpose of this Agreement is to outline the process by which the Force Main and Improvements shall be designed and constructed, as well as any agreed upon offsite improvements, including but not limited to the items listed on **Exhibit 3** hereto.

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



1. The Force Main.

- 1.1. SSW shall own, operate and maintain the Force Main from the STAMP Site to the connection point with the Village's existing WWTF infrastructure at a location mutually acceptable to the Parties.
- 1.2. SSW and its contractors and consultants shall perform all engineering, design, and construction services necessary to complete the Force Main. SSW shall be responsible for all costs associated with the design, permitting and installation of the Force Main and shall directly contract for all work necessary for same.
- 1.3. The Village shall undertake such reviews and approvals of the design and construction of the Force Main as the Village deems appropriate to ensure sufficiency of construction and compatibility with the WWTF. All costs incurred by the Village for same shall be reimbursed by SSW pursuant to the terms of this Agreement.

2. The Improvements.

- 2.1. The Village shall own, operate and maintain the Improvements.
- 2.2. The Village and its contractors and consultants shall perform all engineering, design, and construction services necessary to complete the Improvements. All costs incurred by the Village for the Improvements shall be reimbursed by SSW pursuant to the terms of this Agreement.

3. Reimbursement of Expenses.

- 3.1 As provided for in Sections 1 and 2 of this Agreement, SSW shall reimburse the Village for the following expenses: (i) review of the Force Main design and construction; (ii) design and review of the Improvements; (iii) construction of the Improvements; and (iv) any legal fees associated with the Force Main and Improvements (collectively, "Village Costs").

4. Payment/Reimbursement Process for Village Costs.

- 4.1 Consultants and contractors providing services to the Village for activities around the Force Main and Improvements shall submit to the Village periodic vouchers for work completed to date with an estimate as to the percentage of the work completed by it, backed up by reasonable detail of work represented thereby. The Village shall forward the vouchers to SSW upon receipt. SSW shall, within 30 days, audit such vouchers, and obtain any clarification it deems necessary from Village, and then forward to Village, as advance reimbursement the amounts vouchered. Village shall thereafter pay its consultants and contractors pursuant to its normal administrative processes. The Parties

shall endeavor to provide information and complete any forms and documentation required by New York State to complete its review and authorize payment of previously allocated grant funds to SSW. When 100% of the work is complete the final report will be submitted to SSW, prior to receipt of the final payment in the same manner as set forth above.

- 4.2 SSW shall pay the Village \$4.15 per gallon of treatment capacity (\$415,000 for 100,000 gallons).
- 4.3 SSW shall pay the Village a one-time fee of \$415,000 for work necessary to prepare Village infrastructure for the services contemplated herein ("Initial Payment"). SSW shall deliver the Initial Payment to the Village within 60 days of the date on which SSW executes this Agreement.
- 4.4 SSW shall pay the Village a fee of \$1,800,000 to be used to offset the Village's costs of street reconstruction, watermain replacement, and storm sewer improvements along the same route as the new sewer force mains (North Pearl and Mill Streets). Payment shall be made at the Village's discretion to align with the terms of the borrowing/bonding by the Village for these construction costs. Both parties will cooperate on the timing of the street reconstruction to limit any duplicative cost of SSW's forcemain project's construction.

## 5. Reports and Studies.

It is agreed that certain design, studies, and received permits may expire prior to actual construction, if any. Any work involving extension, re-study, or permitting applications due to passage of time are not covered by this Agreement.

## 6. Cooperation.

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

## 7. Wastewater Treatment Facility Capacity Study

- 7.1. The Parties acknowledge that the STAMP Site's projection of future growth may result in increased future wastewater flows, and that the WWTF may or may not have sufficient capacity to accommodate such future wastewater flows.
- 7.2. Should SSW desire to increase discharge of flows to a level above 100,000 GPD, SSW shall undertake a study similar to the BODR evaluating available capacity in the WWTF to handle any desired additional discharge of flows ("Additional Capacity Study").
- 7.3. A copy of the Additional Capacity Study shall be provided to the Village for a 30 day review and comment period, with all reasonable costs incurred by the Village in its review of the Additional Capacity Study to be reimbursed by SSW utilizing the reimbursement procedures laid out in Sections 3 and 4 of this Agreement.
- 7.4. The Parties agree that the Village retains sole discretion to determine if it will allow the WWTF to accept discharge of flows in excess of 100,000 GPD.

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8. Wastewater Treatment Facility Expansion Study

- 8.1. In the event that an Additional Capacity Study confirms that the WWTF is not currently capable of treating additional non-industrial wastewater flows from the STAMP Site, the Parties agree that SSW shall have the right (but not the obligation) to commence a Wastewater Treatment Facility Expansion Study (the "Expansion Study"). The Village retains the right to conduct its own expansion study at its own expense.
- 8.2. Such Expansion Study shall detail what additional improvements or modifications to the WWTF are suggested to create additional capacity ("Future Improvements").
- 8.3. A copy of the Expansion Study shall be provided to the Village for a 30 day review and comment period, with all reasonable costs incurred by the Village in its review of the Expansion Study to be reimbursed by SSW utilizing the reimbursement procedures laid out in the Construction Agreement. In the event that the Village undertakes its own expansion study, the Village shall provide a copy of the same to GCEDC for a 30 day review and comment period.
- 8.4. The Village and its contractors and consultants, shall perform all engineering and design services necessary to complete the Future Improvements.
- 8.5. All costs incurred by the Village for the design of Future Improvements shall be reimbursed by SSW pursuant to the terms of this Agreement.
- 8.6. The Village and its contractors and consultants shall perform all construction services necessary to complete the Future Improvements. All costs incurred by the Village for same shall be reimbursed by SSW pursuant to the terms of this Agreement.

9. Communications

- 9.1. Each Party will endeavor to keep the other Party informed of progress of the actions contemplated by this Agreement, including, without limitation, design progress, construction progress, and study progress.
- 9.2. The Parties agree that any communications with the press about the activities contemplated by this Agreement will be done jointly, with the approval of all Parties.

10. Suspension/Termination.

- 10.1. SSW intends to obtain all funding for the work covered by this Agreement from the Genesee County Economic Development Center ("GCEDC") via a grant to GCEDC from New York State. If SSW's sources of funds are no longer available for any reason, SSW may notify the Village that the Agreement is immediately suspended, and no additional work shall be performed unless and until funds become available ("Notice of

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Suspension”). The Village shall notify its consultants and contractors performing work under the terms of this Agreement immediately. Notwithstanding the above, all work performed by the Village’s consultants and contractors prior to the Village’s receipt of the Notice of Suspension shall be paid for by SSW, regardless of its receipt of outside funding, in accordance with the procedure set forth in Section 4.

10.2. In the event that SSW and the Village are unable to come to terms with appropriate treatment rates, with such rates to be provided for in a separate agreement, SSW shall have the right to suspend or terminate this Agreement in its sole discretion in accordance with the procedure set forth in Section 10.1.

10.3. This Agreement shall expire on March 1, 2027, unless the Parties agree to an extension in writing, provided however that the Agreement shall not expire if: (a) the Village has issued a Notice to proceed before March 1, 2027 and (b) construction is complete before March 1, 2030.

#### 11. Request to Proceed.

Before any construction by SSW contemplated by this Agreement may commence, SSW shall apply to the Village for permission to proceed (“Request to Proceed”). The Village shall review the Request to Proceed and at its discretion shall issue a Notice to Proceed to SSW.

#### 12. Notices.

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

#### 13. Choice of Law.

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

#### 14. Waiver.

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

#### 15. Entirety of Agreement.

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

16. Authority to Enter Into Agreement.

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

17. Modification.

No modification or Amendment of this Agreement shall bind any party unless expressly set forth in a written Amendment executed by the affected parties.

18. Execution.

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

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

STAMP Sewer Works, Inc.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Village of Oakfield

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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