

STAMP Sewer Works, Inc.

Meeting Agenda

Wednesday, February 4, 2026

Location: 99 MedTech Drive, Innovation Zone

9:00 a.m.

Page #'s	Topic	Discussion Leader	Desired Outcome
	1. Call To Order – Enter Public Session	P. Zelif	
2-3	2. Chairman's Report & Activities 2a. Additions / Deletions to the Agenda 2b. Minutes: September 30, 2025	P. Zelif	Vote
4-9	3. Discussions / Official Recommendations to the Board: 3a. GCEDC STAMP Sewer Works Oakfield Sewer Funding Agreement	M. Masse	Disc / Vote
	Adjournment	P. Zelif	Vote

**STAMP Sewer Works, Inc. Meeting
Tuesday, September 30, 2025
Location: 99 MedTech Drive, Innovation Room
9:30 AM**

STAMP SEWER WORKS, INC. MINUTES

Attendance

Board Members: R. Crossen, C. Yunker, P. Zeliff, M. Clattenburg, P. Battaglia, T. Hens
Staff: M. Masse, L. Farrell, K. Galdun, P. Kennett
Guests:
Absent: M. Cianfrini

1.0 Call to Order - Enter Public Session

P. Zeliff called the meeting to order at 9:33 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 9:34 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 P. Battaglia and approved by all members present.

1b. Enter Public Session

M. Clattenburg made a motion to enter back into public session at 9:45 a.m., seconded by C. Yunker and approved by all members present.

2.0 Chairman's Report & Activities:

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

2b. Minutes: September 3, 2025

C. Yunker made a motion to accept the September 3, 2025, minutes as presented; the motion was seconded by R. Crossen. Roll call resulted as follows:

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

The item was approved as presented.

3.0 Discussions:

3a. O & M Contract With Camden For Onsite Sewer – The current onsite sewer facilities consist of gravity sewer to a pump station and force main to the hold and haul tank. The Camden Group has submitted a proposal to take care of daily checks on the system.

Fund Commitment: \$1,000 per month with these costs to be billed to tenants in the normal course of business once the volume increases.

Board Action Request: Recommend approval of the operation and maintenance contract with the Camden Group for the onsite sewer utilities at STAMP.

The board reviewed the proposed O&M contract for the onsite sewer. M. Masse confirmed the contract would begin on the first day of operation, with meter charges billed to Edwards. In response to P. Zelif's question regarding unexpected repairs, M. Masse stated that coverage would depend on the type of repair and that he would confirm details with Camden. He noted that the proposal listed callback invoices at a two-hour minimum of \$125 per hour (Mon.-Sat.) and \$150 per hour (Sunday/Holidays), depending on the day of service.

M. Masse also clarified that the current installation is temporary until the full force main into Oakfield is complete. The existing pump and lift station will eventually serve as the main system once upgraded to pump to Oakfield.

C. Yunker asked about the contract's duration, and M. Masse responded that while no term is currently specified, one could be added with the option to cancel if needed.

When M. Clattenburg asked about an out clause, M. Masse responded that it was similar to the hold and haul contract where it could be terminated at any time.

P. Battaglia made a motion to approve the operation and maintenance contract with Camden Group for the onsite sewer utilities at STAMP as presented; the motion was seconded by C. Yunker. Roll call resulted as follows:

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

The item was approved as presented.

4.0 Adjournment

As there was no further business, C. Yunker made a motion to adjourn at 9:48 a.m., which was seconded by M. Clattenburg and passed unanimously.

GCEDC STAMP SEWER WORKS OAKFIELD SEWER FUNDING AGREEMENT

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

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

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

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

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

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

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

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

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

1. Reimbursement of SSW Costs.

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

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

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

2. Cooperation.

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

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

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

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

3. Communications

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

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

4. Suspension/Termination.

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

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

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

5. Events of Default

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

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

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

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

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

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

6. Request to Proceed.

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

7. Notices.

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

8. Choice of Law.

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

9. Waiver.

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

10. Entirety of Agreement.

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

11. Authority to Enter Into Agreement.

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

12. Modification.

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

13. Miscellaneous

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

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

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

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

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

14. Execution.

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

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

STAMP Sewer Works, Inc.

By: _____

Name: _____
Title: _____

Genesee County Economic Development Center

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