

**STAMP Water Works, Inc.**  
Meeting Agenda  
Wednesday, February 5, 2025  
Location: 99 MedTech Drive, Innovation Zone  
9:00 a.m.

Page #'s	Topic	Discussion Leader	Desired Outcome
	Call To Order – Enter Public Session	P. Zelif	
	<b>2. Chairman’s Report &amp; Activities</b>		
2-3	2a. Additions / Deletions to the Agenda 2b. Minutes: January 14, 2025	P. Zelif	Vote
	<b>3. Discussions / Official Recommendations to the Board</b>		
<b>4</b>	3a. Water Rates	M. Masse	Disc / Vote
<b>5-17</b>	3b. Water Facilities Operation & Maintenance Agreement - Amendment	M. Masse	Disc / Vote
	Adjournment	P. Zelif	Vote

**STAMP Water Works, Inc. Meeting  
Tuesday, January 14, 2025  
Location: 99 MedTech Drive, Innovation Room  
9:15 AM**

**STAMP WATER WORKS, INC. MINUTES**

**Attendance**

Board Members: C. Yunker (Video Conference\*), P. Battaglia, P. Zelif, M. Clattenburg, T. Hens, R. Crossen (Video Conference)  
Staff: L. Farrell, M. Masse, L. Casey, J. Krencik, P. Kennett, C. Suozzi, E. Finch  
Guests:  
Absent:

\*Attending from a physical location identified in the meeting notice as open to the public.

**1.0 Call to Order**

P. Zelif called the meeting to order at 9:37 a.m. in the Innovation Zone.

**2.0 Chairman’s Report & Activities**

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

**2b. Minutes: April 30, 2024**

**T. Hens made a motion to accept the April 30, 2024, minutes as presented; the motion was seconded by P. Battaglia. Roll call resulted as follows:**

P. Battaglia -	Yes	C. Yunker -	Yes (Video Conference*)
T. Hens -	Yes	P. Zelif -	Yes
M. Clattenburg -	Yes	R. Crossen -	N/A

**The item was approved as presented.**

**3.0 Discussions**

**3a. PRV Valves Quote** - The Town of Batavia has provided a quote to perform the work of installing PRV valves in the Town of Alabama water system thereby replacing the current manually controlled valves. This work should provide the STAMP site with enough additional pressure to meet Edwards fire suppression needs while the onsite water tank is being constructed. The Town of Alabama has a Board meeting scheduled for Monday, January 13<sup>th</sup> to determine how much they may be able to contribute to this project as it also benefits the residents of the Town of Alabama and the overall system.

**Fund Commitment:** Up to \$355,700 per the quote included with the meeting materials. Actual cost could be less depending on any funds that the Town of Alabama would be willing to commit towards it.

**DRAFT**

**Board Action Request:** Approval of the payment to the Town of Batavia not to exceed \$355,700 for the installation of the PRV valves.

Staff will request that the Town of Batavia provide the bid tabulation. They handled the quotes as the O&M provider.

The Town of Batavia will also need to provide invoices before any payments are made. Payment would be to the Town of Batavia through our water services agreement.

P. Zelif asked if this would be recovered in the water rate. M. Masse stated that this could be considered during the annual review of rates.

**P. Battaglia made a motion to authorize payment to the Town of Batavia not to exceed \$355,617 for the installation of the PRV valves contingent upon receipt of the bid tabulation, invoices and proper back-up documentation; the motion was seconded by T. Hens. Roll call resulted as follows:**

P. Battaglia -	Yes	C. Yunker -	Yes (Video Conference*)
T. Hens -	Yes	P. Zelif -	Yes
M. Clattenburg -	Yes	R. Crossen -	N/A

**The item was approved as presented.**

**4.0 Adjournment**

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

STAMP Water Works Corp.  
Water rate calculation

	Approved 9/20/22	Proposed 2/5/25
	Per 1,000	Per 1,000
	gallons	gallons
	MCWA	MCWA
	Sourced	Sourced
Purchase of water	\$ 2.48	\$ 2.71
Unbilled purchase of water (flushing)	0.10	0.10
Genesee County surcharge	1.20	1.20
System reserve	0.02	0.02
Operation and maintenance	0.05	0.05
Administration	0.10	0.10
PRV valve repayment	-	0.57
	<u>\$ 3.95</u>	<u>\$ 4.75</u>

Note: No interest or carrying costs are included in the repayment

Payment for PRV valves	\$355,617
Term of repayment	20 years
Monthly payment amount	\$1,481.74
Water usage budget	10,000 gallons per day
Water usage budget	2,600,000 Annual (based on 5 days a week, 52 weeks a year)
Charge per 1,000 gallons	\$ 0.57

**STAMP Water Works Corporation**

**Water facilities operation and maintenance agreement**

**Discussion:** The Town of Batavia has provided an updated agreement for the operation and maintenance of the water facilities for STAMP Water Works Corp. to include the ability to recoup costs for the PRV valve installation. Upon review we object to the language in Section 5 that states any self performed work that is done by the Town of Batavia will be billed at their wage rates plus a 40% administrative charge. The PRV work that the Town will self perform will not be billed. The PRV work will need to be carved out of that language. The Town cannot order the materials needed for the work until a signed agreement is in place and they have not provided replacement language yet. If those materials do not get ordered soon we will not be able to meet the timeline that Edwards has for this work to be completed.

**Fund Commitment:** Amount for the PRV work was approved at the previous Board meeting.

**Board Action Request:** Approval of the Agreement for Operation and Maintenance of Water Facilities for STAMP Water Works, Corp., Inc. subject to the language being revised to carve out the Town of Batavia's self performed work on the PRV valve project.

**AGREEMENT FOR OPERATION AND MAINTENANCE  
OF WATER FACILITIES FOR  
STAMP WATER WORKS, INC.**

**THIS AGREEMENT**, made the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and among the **TOWN OF BATAVIA**, a Municipal Corporation of the State of New York, with offices located at 3833 West Main Street Road, Batavia New York 14020, (hereinafter “Batavia”); and the **STAMP WATER WORKS, INC.**, a Transportation Corporation of the State of New York, with offices located at 99 MedTech Drive, Suite 106, Batavia, NY 14020, (hereinafter “SWWC”); (hereinafter collectively referred to as the “Parties”).

**WITNESSETH:**

**WHEREAS**, Batavia has previously entered into a Water Supply Agreement with the County of Genesee, whereby the County supplies an adequate quantity of water for use by Batavia’s residents who are obtaining water services; and

**WHEREAS**, the Genesee County Economic Development Center (“GCEDC”) has previously entered into a Water Supply Agreement with the County of Genesee, which has been assigned to SWWC in accordance with its terms (the “Genesee Water Supply Agreement”), whereby the County supplies at a minimum of two hundred (200,000) gallons per day for use by tenants of the STAMP Site who are obtaining water services; and

**WHEREAS**, the GCEDC and its affiliate, the Genesee Gateway Local Development Corporation (“GGLDC”), have been working for the last several years on the development of the Western New York Science & Technology Advanced Manufacturing Park (“STAMP”), a planned advanced manufacturing campus on approximately 1,262 acres of land 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 in the Town of Alabama (“STAMP Site”); and

**WHEREAS**, at full build out, STAMP will be a high technology campus with the potential to accommodate over 6 million square feet (“sf”) of advanced technology manufacturing and related uses and to create up to approximately 10,000 jobs; and

**WHEREAS**, the GGLDC has formed SWWC under New York State Transportation Corporation Law to own, operate and maintain the onsite water system at the STAMP Site; and

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**WHEREAS**, an onsite water distribution system will be constructed within the STAMP Site consisting of initially approximately 5,000 linear feet of new 12-inch diameter water main, together with all related hydrants, valves, apparatus, conduits, pipes, casings, meters and manholes, to also include all interests in real property of any kind or nature to the extent assignable, to be installed within the STAMP Site as more fully described on the Boundary Map for said STAMP Site attached hereto as **EXHIBIT B** (hereinafter referred to collectively as the “Facilities” or the “Project”), with future extensions and installations of water lines to be done as tenants commit and build at the STAMP Site, and

**WHEREAS**, SWWC has established the STAMP Site to provide water services (hereafter “Water Service Area”), and

**WHEREAS**, SWWC desires to contract for the operation and maintenance of the Facilities, as well as for the billing and collection of the costs to provide and pay for the water service, and

**WHEREAS**, Batavia will lease the Facilities from SWWC in order to perform the services and responsibilities as set forth herein, pursuant to the terms and conditions of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, it is agreed as follows:

1. SWWC does hereby lease the Facilities to the Town of Batavia for the term as hereinafter set forth in this Agreement.
2. The leased Facilities include replacements, additions, betterments and improvements, which may hereinafter during the term of this Agreement be furnished and installed within or on behalf of the Water Service Area by SWWC .
3. Batavia agrees to operate and maintain the entire Facilities and to distribute water on behalf of SWWC to the Water Service Area, using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with best industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement. The schedule of services to be provided under this Agreement are more fully set forth on **EXHIBIT A**, attached hereto and made a part hereof, identified as the tasks to be performed Daily, Weekly, Monthly, Quarterly, Semi-annually and Annually (hereinafter, “Fixed Rate Services”).

4. For the provision of the Fixed Rate Services by Batavia to the SWWC, the SWWC agrees to pay Batavia a fixed annual fee which shall cover the period from January 1 to December 31 of each year of this Agreement, as extended from time to time. The annual fee for 2024 shall be the rounded sum of \$3,600.00, with an annual escalator of three percent (3%) for each year thereafter. This sum is based upon the unit rates for anticipated services to be performed by Batavia over a 12-month period as set forth on **EXHIBIT A**. This sum shall be a fixed fee for the entire year and due no later than March 31 of such year, however, if additional entities begin operations at the STAMP site the parties agree to negotiate in good faith as to the annual rate to be paid by SWWC to Batavia for the provision of such Fixed Rate Services during the calendar year. In succeeding years of this Agreement, or as additional entities begin operations at the STAMP site, and as extended, the parties agree to negotiate in good faith as to the annual rate to be paid by SWWC to Batavia for the provision of such Fixed Rate Services.

5. All other services performed by Batavia shall be provided on a time and material basis (the "Time and Material Services"). Batavia shall not perform Time and Material Services without first obtaining the permission or consent from SWWC to perform such Time and Material Services, with the exception of circumstances, which in the judgement of the Town, require services to be performed that are beyond ordinary maintenance, and must be completed on an emergency basis to protect the integrity of the system, without enough time to obtain prior SWWC consent. Such emergency services shall be billed to SWWC at Batavia's cost for Time and Material Services. In the event labor is contracted to an outside vendor, the actual cost incurred by Batavia for such contracted labor shall be billed by Batavia to SWWC. In the event Batavia force labor is utilized, such labor costs shall be billed by Batavia to SWWC at Batavia's then-applicable wage rates, plus 40% for administrative overhead, benefits, and supervision. Time and Material Services shall include:

- a. additional services required to be performed by New York State Department of Health, including but not limited to those tasks outlined as "Potential Additional NYSDOH Requirements" on **EXHIBIT A**, attached hereto;
- b. capital improvements, if any, including, but not limited to, capital improvements to the Town of Alabama Water System that are necessary to the operations and sustainable growth of the STAMP Site and the SWWC's water system, with the permission or consent from SWWC if any; and



c. repairs, which for purposes of this Agreement are defined as any project beyond ordinary maintenance resulting from damage or defects in materials, design and/or construction, and involving replacement of facilities or components before the expiration of their period of probable usefulness.

e.—

Payment for Time and Material Services shall be made by SWWC to Batavia within 30 days of invoice delivered by Batavia to SWWC accompanied by receipts and supporting documentation reasonably acceptable to SWWC, except for any amounts disputed by SWWC in good faith.

6. All performance of services that will be provided by Batavia shall be pursuant to Subpart 5-1, Public Water Supplies of the New York State Sanitary Code, Batavia's Water Ordinance, (hereinafter the "Ordinance"), and the terms of SWWC's water supply agreements with customers. All services to be provided by Batavia, including Fixed Rate Services and Time and Material Services, shall be provided by Batavia using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with best industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement. The Ordinance may be amended from time to time by Batavia. However, Batavia agrees to provide SWWC at least forty-five (45) days advance written notice before implementing any such amendments. During this forty-five (45) day period, the Supervisor from Batavia and President of SWWC shall meet at least once to discuss the proposed Ordinance changes.

7. Upon request, Batavia shall supply to SWWC copies of any test reports required by the New York State Department of Health.

8. Batavia shall read all meters and invoice the customers of the Water Service Area, for the amounts established and amended by SWWC. SWWC shall set the rates and penalties and/or any other charges to be collected by Batavia.

9. All Batavia invoices to the Water Service Area customers included in this Agreement, shall be due and paid by such customers according to the terms of the Ordinance, in effect as of the date of the invoice for such water. In the event that any such customer is delinquent for more than ninety (90) days, SWWC shall have in effect and shall maintain throughout this Agreement rules and regulations to enforce collection of such charges.

10. At least monthly, Batavia will transfer all money collected directly to an account designated by SWWC, and Batavia shall notify SWWC when any customer payments are delinquent.

11. Customers within the Water Service Area shall purchase water to serve present and future needs of this Water Service Area pursuant to the Genesee Water Supply Agreement, and any other applicable water supply agreement.

12. A map of the Water Service Area service areas to be served by SWWC is annexed hereto and made a part of this Agreement as **EXHIBIT B**. This map shall be amended as necessary from time to time to reflect any customers added by the Water Service Area. Any such amendment that expands or extends the Water Service Area, shall be approved by Batavia and shall not negatively affect supply or service to existing Town of Batavia service area customers.

13. All extensions to the Water Service Area after the execution of this Agreement shall be made under the exclusive control and jurisdiction of SWWC and shall be subject to the provisions of the Transportation Corporation Law and any amendments thereto. In the event that SWWC shall form one or more extensions, SWWC shall have the exclusive right to determine the amount of any fee to be charged to any such extension and to be paid to it by the customers in the extension for the right to connect to the existing Facilities of the Water Service Area. The fee shall belong exclusively to SWWC, and Batavia shall have no right or interest to this fee or any other charges related thereto.

14. It is understood and agreed that, except as otherwise set forth in this Agreement, Batavia makes no guarantee as to the pressure, quantity, quality or continuity of service, and shall not, under any circumstances, be held liable for loss or damage from a deficiency or failure in the supply of water whether caused by shutting off water in case of accident, or for alterations, extensions, connections or repairs or for any other cause of any kind or nature.

15. In the event of an emergency or other necessity, Batavia shall have the right to shut off or reduce the flow of water for such periods that it deems necessary.

16. In the event that Batavia deems it necessary to shut off or reduce the flow of water supply, Batavia shall provide tenants of the STAMP Site with reasonable advance notice when possible. Batavia shall restore water supply as soon as practicable. In such cases, SWWC shall have the right to request that Batavia temporarily turn off its transmission main and SWWC shall

be able to temporarily obtain water from another source, but only until such time as the restorative measures taken by Batavia have been inspected and approved by Batavia's Water Department.

17. If Batavia deems that there is a condition in the Water Service Area that could contaminate the water supply, Batavia will notify SWWC, and SWWC will correct the condition as soon as practicable. Batavia may temporarily discontinue water service to the Water Service Area until the necessary corrections have been made.

18. In the event that a water emergency is declared by Batavia, Batavia shall notify the SWWC President and request that the SWWC President perform the following: (i) cause or use all reasonable efforts to cause the SWWC to declare a similar emergency with respect to all water supplied to customers within the Water Service Area and (ii) use all commercially reasonable efforts to cause the SWWC to duplicate any emergency measures taken by Batavia during such water emergency.

19. SWWC shall immediately notify Batavia of any information or complaints that it receives from customers within the Water Service Area, as well as any problems or difficulties relating to the Facilities and the water distribution system.

20. There are no other Agreements or understandings, either oral or written, by and among the parties effecting this Agreement. No changes, addition or deletions of any portions of this Agreement shall be valid or binding upon the parties hereto, unless the same is approved in writing by the parties.

21. This Agreement may not be assigned by any party, in whole or in part, without the prior written consent of both parties.

22. This Agreement shall be binding upon and shall inure to the benefit of both of the parties hereto and their respective successors and permitted assigns.

23. This Agreement and any transactions by and between the parties hereunder shall be governed by, construed and interpreted in accordance with the Laws of the State of New York.

24. The parties shall execute such further instruments, documents or certificates as may be necessary or desirable to effectuate the purpose and intent of this Agreement.

25. No waiver of compliance with any provision or condition of this Agreement, and no consent provided for herein, shall be effective, unless evidenced by instrument in writing, duly executed by the parties sought to be charged therewith.

26. No failure on the part of either party to exercise and/or any delay in exercising any of its rights hereunder, shall operate as a waiver thereof, nor shall any single or partial exercise by either party of any right preclude any other or future exercise thereof or the exercise of any other right.

27. All the rights and duties of the parties created by this Agreement shall survive with respect to the services performed prior to such terminations.

28. This Agreement may be executed in several counterparts, each of which shall be an original and all which shall constitute the same instrument herein.

29. The term of this Agreement shall be for a period of five (5) years, with the following provisions:

A. This Agreement may be terminated or extended upon a written instrument executed by both Parties.

B. SWWC may terminate this Agreement upon at least 120 days prior written notice to Batavia.

C. Batavia may terminate this Agreement upon at least 120 days prior written notice to SWWC.

D. Upon termination of this Agreement, master meters must be installed (if not already installed) in the Water Service Area at no cost to the Town Batavia.

**[SIGNATURES FOLLOW ON SUCCEEDING PAGES]**

IN WITNESS WHEREOF the parties have last signed this Agreement the day and year first written above.

TOWN OF BATAVIA

(SEAL)

\_\_\_\_\_  
Gregory H. Post, Supervisor

State of New York }  
County of Genesee }ss.

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, personally appeared Gregory H. Post, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

DRAFT

IN WITNESS WHEREOF the parties have last signed this Agreement the day and year first written above.

STAMP Water Works, Inc

(SEAL)

\_\_\_\_\_  
\_\_\_\_\_, President STAMP Water Works, Inc.

State of New York }  
County of Genesee } ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

3b

**EXHIBIT A  
SCHEDULE OF SERVICES**

Frequency & Task	Hours/Task	Total Hours	Rate/Hour	Cost
<b>Daily</b>				
1. None	N/A	0	\$49.44	\$0.00
<b>Weekly</b>				
1. Quality Sampling: Chlorine Residual, Ph, Temperature	0.2	10.4	\$49.44	\$514.18
2. Security Checks	0.1	5.2	\$49.44	\$257.09
3. Master Meter Reads	0.1	5.2	\$49.44	\$257.09
<b>Monthly</b>				
1. Utility Stakeouts	1	12	\$49.44	\$593.28
<b>Quarterly</b>				
1. Mainline Flushing	1	4	\$49.44	\$197.76
2. Customer Meter Reading/Billing/Collections	4	16	\$49.44	\$791.04
3. Private Fire System Testing/Coordination/Inspection	2	8	\$49.44	\$395.52
<b>Semi-Annually</b>				
1. String Trimming All Hydrants	1	2	\$49.44	\$98.88
<b>Annually</b>				
1. Hydrant and Valve Maintenance (9)	1	9	\$49.44	\$444.96
				<b>Total Annual Cost: \$3,549.79</b>
				<b>2024 Budgetary Cost: \$3,600.00</b>
				<b>2025 Budgetary Cost: \$3,700.00</b>
				<b>2026 Budgetary Cost: \$3,800.00</b>
				<b>2027 Budgetary Cost: \$3,900.00</b>
				<b>2028 Budgetary Cost: \$4,000.00</b>

<b>Potential Additional NYSDOH Requirements: (1)</b>
<ol style="list-style-type: none"> <li>1. Vulnerability Assessment</li> <li>2. Emergency Response Plan</li> <li>3. Lead and Copper Testing (Annually for 3 years, then every 3 years)</li> <li>4. NYSDOH Operator Reports (Monthly)</li> <li>5. Asbestos Waiver</li> <li>6. Bacteriological Testing (Monthly)</li> <li>7. Disinfection Byproducts Sampling</li> </ol>
Estimated Cost Range: \$2,000 to \$5,000
<small>*Above can be avoided if NYSDOH allows the Phase 1 STAMP area be included in the Town of Alabama Public Water Supply</small>

**Additional Services "At Cost":**

1. Any watermain/hydrant leaks/breaks will be repaired and billed "at cost"
2. Any capital improvements requested will be billed "at cost"

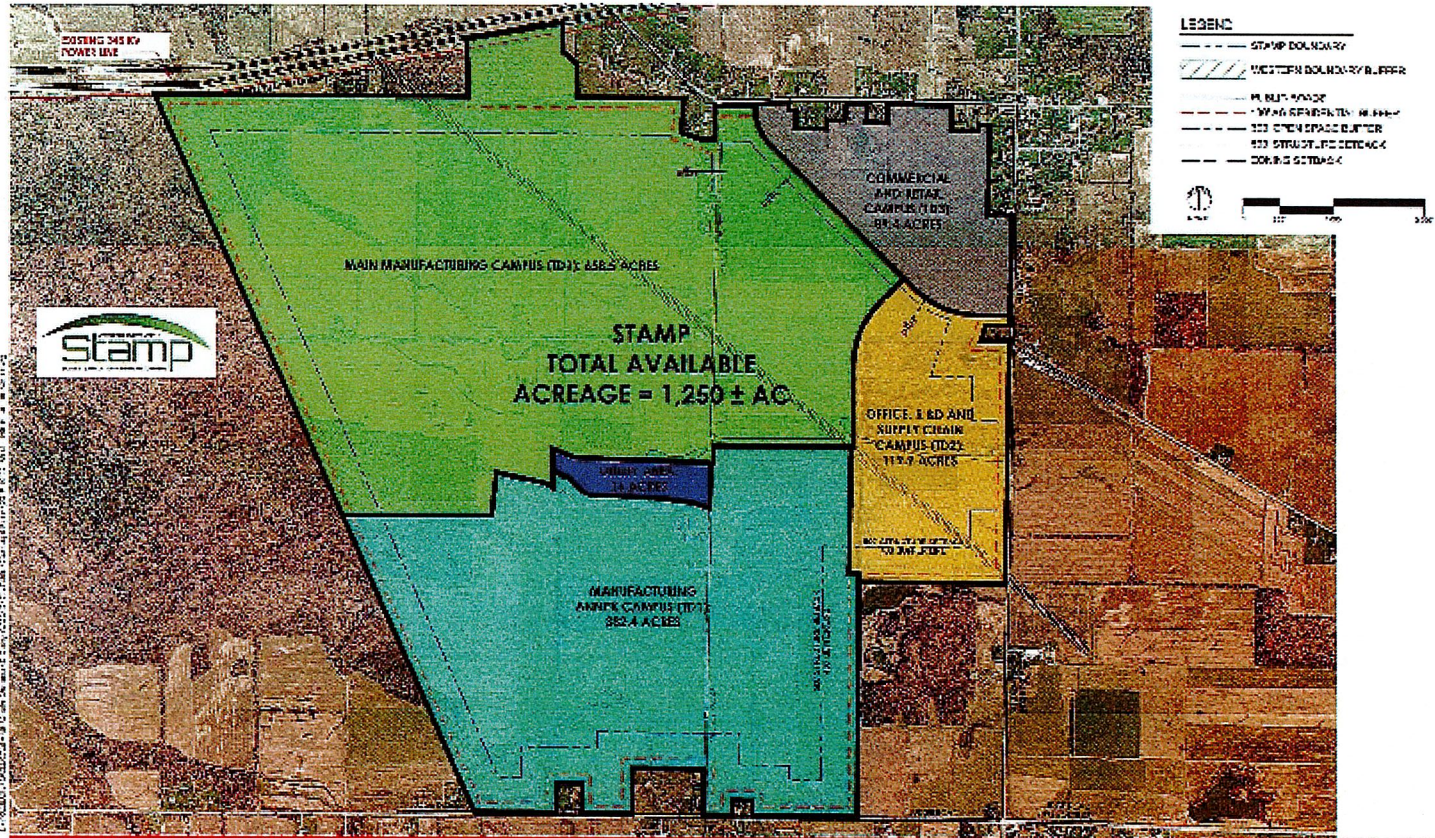
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EXHIBIT B  
BOUNDARY MAP OF STAMP SITE

DRAFT





### STAMP - MASTER BUILD OUT PLAN - TECH DISTRICTS

WEST SCIENCE AND TECHNOLOGY PARK PROJECT (WSTAMP) MANUFACTURING PARK (B) (MP)  
OCTOBER 2015

EXHIBIT "B"