

**STAMP Sewer Works, Inc.**  
Meeting Agenda  
Tuesday, January 14, 2024  
Location: 99 MedTech Drive, Innovation Zone  
9:15 a.m.

Page #	Topic	Discussion Leader	Desired Outcome
	1. Call To Order – Enter Public Session	P. Zeliff	
	1a. Executive Session 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. 1b. Enter Public Session		
2-7	2a. Additions / Deletions to the Agenda 2b. Minutes: April 30, 2024		
8-14 15-17	<b>Discussions / Official Recommendations to the Board:</b> 3a. Hauling & Treatment Contract at STAMP 3b. Phillips Lytle - Eminent Domain Contract	M. Masse M. Masse	Disc / Vote Disc / Vote
	4. Adjournment	P. Zeliff	Vote

STAMP Sewer Works, Inc. Meeting  
Friday, April 30, 2024  
Location: 99 MedTech Drive, Innovation Room  
10:00 AM

**STAMP SEWER WORKS, INC. MINUTES**

**Attendance**

Board Members: P. Zelif, T. Hens, R. Crossen, S. Mountain. C. Yunker, M. Clattenburg, P. Battaglia  
Staff: L. Farrell, M. Masse, S. Hyde, J. Krencik, P. Kennett, C. Suozzi, L. Casey, E. Finch  
Guests: M. Gray  
Absent:

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

P. Zelif called the meeting to order at 10:01 a.m. in the Innovation Zone.

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

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

**2b. Minutes: October 6, 2023**

**R. Crossen made a motion to accept the October 6, 2023, minutes as presented; the motion was seconded by M. Clattenburg. Roll call resulted as follows:**

P. Battaglia -	Yes	C. Yunker -	Yes
T. Hens -	Yes	P. Zelif -	Yes
S. Mountain -	Yes	R. Crossen -	Yes
M. Clattenburg -	Yes		

**The item was approved as presented.**

**3.0 Discussions:**

**3a. 1<sup>st</sup> Quarter Financial Statements** – L. Farrell presented the 1<sup>st</sup> Quarter Financial Statements. These are basic printouts from Peachtree for the STAMP Sewer Works.

On the balance sheet, the cash on hand is the remaining balance of the amount we received from GGLDC as an owner distribution.

On the income statement there are expenses paid to Phillips Lytle for professional services related to the eminent domain contract, which was previously approved.

**C. Yunker made a motion to approve the 1<sup>st</sup> Quarter Financial Statements as presented; the motion was seconded by M. Clattenburg. Roll call resulted as follows:**

**DRAFT**

P. Battaglia -	Yes	C. Yunker -	Yes
T. Hens -	Yes	P. Zeliff -	Yes
S. Mountain -	Yes	R. Crossen -	Yes
M. Clattenburg -	Yes		

**The item was approved as presented.**

**3b. 12/31/23 Audit** – P. Zeliff clarifies that it is a 12/31/23 audit not a 12/31/22 audit as reflected on the agenda. L. Farrell confirmed.

The Report to the Board of Directors states that no material weaknesses in internal controls were identified during the audit. It is their opinion that the audited financial statements present fairly, in all material respects, the financial position of the STAMP Sewer Works, Inc. as of December 31, 2023 in accordance with accounting principles generally accepted in the United States of America.

L. Farrell stated that the audit opinion on the statements is a clean, unqualified opinion. The management letter did not have any recommendations on improvements to internal controls. The STAMP Sewer Works, Inc. and the STAMP Water Works, Inc. are discretely presented component units on the GGLDC statements due to the GGLDC's ultimate control over these entities.

On the balance sheet, the cash on hand at the end of the year is the cash received from the LDC as the sole shareholder. Accounts Payable are related to the Phillips Lytle Contract for Eminent Domain Services.

On the income statement there are expenses paid to Phillips Lytle for professional services related to the eminent domain contract. Interest income is also reflected in the statement.

**P. Battaglia made a motion to accept the 12/31/23 Audit as presented; the motion was seconded by R. Crossen. Roll call resulted as follows:**

P. Battaglia -	Yes	C. Yunker -	Yes
T. Hens -	Yes	P. Zeliff -	Yes
S. Mountain -	Yes	R. Crossen -	Yes
M. Clattenburg -	Yes		

**The item was approved as presented.**

*The Board voted on agenda items 3c through 3k collectively. The approval for these items follows agenda item 3k.*

**3c. Audit and Finance Committee Charter** – This charter is required to be reviewed annually by the Committee. It is suggested to reappoint the following members to the Audit & Finance Committee:

- Committee Chair – P. Battaglia
- Committee Member – T. Hens
- Committee Member – R. Crossen
- Committee Member – P. Zeliff

On page 31 of the meeting materials, under the heading of *Composition and Selection*, "The committee shall have access to the services of at least one financial expert; whose name shall be disclosed in the annual report of the SSWC", staff recommends striking/removing "whose name shall be disclosed in the annual report of the SSWC." This was removed from the Audit and Finance Committee Charters for the GCEDC and GGLDC.

**3d. Governance & Nominating Committee Charter** - This charter is required to be reviewed annually by the Committee. It is suggested to reappoint the following members to the Governance & Nominating Committee:

- Committee Chair – C. Yunker
- Committee Member – M. Clattenburg
- Committee Member – S. Mountain
- Committee Member – P. Zeliff

**3e. Code of Ethics** – It is good practice to review this annually. There are no changes being recommended.

**3f. Disposition of Real Property Guidelines** - This policy is required to be reviewed annually. There are no changes being recommended.

**3g. Procurement Policy** - This policy is required to be reviewed annually. There are no changes being recommended.

**3h. Investment Policy** - This policy is required to be reviewed annually. There are no changes being recommended.

**3i. Authority Self-Evaluation of Prior Year Performance-**

2023 Measurements and Results:

1. Operate and maintain any onsite sanitary sewer transmission lines and holding tanks, process wastewater transmission lines, the discharge force main and ump stations at the STAMP site.
  - Maintained holding tank on site.
2. Support the GCEDC economic development and selling process helping to facilitate capital investment and job creation commitments and tax base enhancements in the community.
  - Supported site visits with potential companies.
3. Enter into Sewer Supply Agreements with any new tenants at the STAMP site.
  - Not applicable at this time.
4. Work with the GCEDC to obtain funding to expand the wastewater treatment facility, pump stations and the extension of any onsite sanitary sewer lines and/or process wastewater lines to support development of the STAMP site.
  - GCEDC was awarded a \$56 million FAST NY grant in 2023 to fund some of this infrastructure.

**3j. Mission Statement & Measurement Report-** STAMP Sewer Works, Corp.'s mission is to operate and maintain an onsite wastewater treatment system for sanitary sewer waste from tenants within the STAMP site and Hamlet of Alabama. STAMP Sewer Works will also own, operate, and maintain an outfall

pump station and force main to accept post treated process wastewater from industrial tenants within the STAMP site.

2024 Measurements:

1. Operate and maintain any onsite sanitary sewer transmission lines and holding tanks, process wastewater transmission lines, the discharge force main and pump stations at the STAMP site.
2. Support the GCEDC economic development and selling process helping to facilitate capital investment and job creation commitments and tax base enhancement in the community.
3. Enter into Sewer Supply Agreements with any new tenants at the STAMP site.
4. Work with the GCEDC to obtain funding to expand wastewater treatment facility, pump stations and the extension of any onsite sanitary sewer lines and/or process wastewater lines to support development of the STAMP site.

**3k. Internal Controls Narrative** - The internal controls narrative for the GCEDC/GGLDC was included with the meeting materials. The SSWC will follow the GCEDC/GGLDC internal controls.

**R. Crossen made a motion to approve agenda items 3c through 3k with the above-mentioned change to the Audit and Finance Committee charter; the motion was seconded by T. Hens. Roll call resulted as follows:**

P. Battaglia -	Yes	C. Yunker -	Yes
T. Hens -	Yes	P. Zelif -	Yes
S. Mountain -	Yes	R. Crossen -	Yes
M. Clattenburg -	Yes		

**The items were approved as presented.**

**3l. Officer Appointments-** The role of each officer is included in the by-laws. After a brief discussion by Board members, it was suggested to reappoint the below listed slate of officers:

Chair -	P. Zelif
Vice-Chair -	P. Battaglia
Secretary -	S. Mountain
Treasurer -	T. Hens

**C. Yunker made a motion to approve the officer appointments as presented; the motion was seconded by M. Clattenburg. Roll call resulted as follows:**

P. Battaglia -	Yes	C. Yunker -	Yes
T. Hens -	Yes	P. Zelif -	Yes
S. Mountain -	Yes	R. Crossen -	Yes
M. Clattenburg -	Yes		

**The item was approved as presented.**

**3m. Authorized Signers of Agreements, Contracts, etc.** - Staff recommends the Chair and the Vice-Chair as authorized signers of agreements, contracts, etc.

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**P. Battaglia made a motion to approve the Authorized Signers of Agreements, Contracts, etc. as presented; the motion was seconded by T. Hens. Roll call resulted as follows:**

P. Battaglia -	Yes	C. Yunker -	Yes
T. Hens -	Yes	P. Zelif -	Yes
S. Mountain -	Yes	R. Crossen -	Yes
M. Clattenburg -	Yes		

**The item was approved as presented.**

**3n. Authorized Bank Signers** – Audit & Finance Committee members are authorized bank signers. All checks must be signed by two authorized signers.

**R. Crossen made a motion to approve the Authorized Bank Signers as presented; the motion was seconded by S. Mountain. Roll call resulted as follows:**

P. Battaglia -	Yes	C. Yunker -	Yes
T. Hens -	Yes	P. Zelif -	Yes
S. Mountain -	Yes	R. Crossen -	Yes
M. Clattenburg -	Yes		

**The item was approved as presented.**

**3o. Authorized to Request Information Regarding Bank Accounts** – Staff recommends that L. Farrell and P. Kennett are authorized to request information regarding the bank accounts.

**C. Yunker made a motion to authorize L. Farrell and P. Kennett to obtain bank account information as presented; the motion was seconded by R. Crossen. Roll call resulted as follows:**

P. Battaglia -	Yes	C. Yunker -	Yes
T. Hens -	Yes	P. Zelif -	Yes
S. Mountain -	Yes	R. Crossen -	Yes
M. Clattenburg -	Yes		

**The item was approved as presented.**

**3p. Oakfield MOU** - 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.

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

**T. Hens made a motion to approve the Oakfield MOU as presented; the motion was seconded by P. Battaglia. Roll call resulted as follows:**

P. Battaglia -	Yes	C. Yunker -	Yes
T. Hens -	Yes	P. Zelif -	Yes

DRAFT

S. Mountain - Abstain  
M. Clattenburg – Yes

R. Crossen - Yes

As the Village of Oakfield WWTF engineer, S. Mountain abstained due to a potential conflict of interest.

**The item was approved as presented.**

**4.0 Adjournment**

As there was no further business, C. Yunker made a motion to adjourn at 10:19 a.m., which was seconded by T. Hens and passed unanimously.

**Hauling and treatment contract for Sewer Works Corp. at STAMP**

**Discussion:** If the force main project is not completed in time for Edwards to be operational there will be a temporary hold and haul tank solution at STAMP. The STAMP Sewer Works Corp will need a valid contract with a municipality that is willing to haul, accept and treat the sanitary waste. There was previously a contract in place with the Village of Oakfield to handle this that had expired. The Village of Oakfield will charge \$50 in tipping fees per delivery. There is also a hauling contract from Camden Group (they manage the Village of Oakfield facility) to complete the hauling. We would like to reinstate both of these contracts.

**Fund Commitment:** None from SSWC. Costs to be billed to tenants in the normal course of business.

**Committee Action Request:** Recommend approval of the hold and hauling contract with the Camden Group and the tipping fees to the Village of Oakfield to the full Board.



## Agreement

This document serves as an agreement between The Village of Oakfield, NY and the STAMP Sewer Work Corp. The Village of Oakfield agrees to accept liquid sewage for treatment at the Village's Waste Water Plant from the STAMP Sewer Work Corp. latrines at the tipping rate of \$50.00 (Fifty Dollars and no cents) per delivery. This agreement is effective immediately and shall continue until terminated in writing by either party.

Signed

David T. Boyle /Date 9/22/21

David T. Boyle

Mayor Village of Oakfield

\_\_\_\_\_/Date \_\_\_\_\_

STAMP SEWER WORK CORP.

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NY: 9008 State Route 13, Camden NY 13316  
315.245.4444

NJ: 118 Main Street, Butler NJ 07405  
973.850.6604

Date: September 29, 2021  
PROPOSAL: 09292021

Customer: Stamp Sewer Works Corp

Contact: Mark Masse 585-343-2166

Site Location: 99 Medtech Drive, Batavia, NY 14020

Re: Hauling Domestic Sewerage

Email: [info@camdengroupusa.com](mailto:info@camdengroupusa.com)

Office Contact: All contractual requirements e.g., insurance requirements, contracts, signature documents, are to be emailed to: [admin@camdengroupusa.com](mailto:admin@camdengroupusa.com)

NY Office- 315 245 4444

NJ Office- 973 850 0557

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We are pleased to offer the following proposal:

WORK SCOPE: Truck/Driver to haul domestic sewerage from tank as needed.

PRICE: \$350.00 per 4200 gallons

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**\*Standard Terms and Conditions**, on the attached page, are incorporated in this quotation. Prices quoted shall remain firm 60 days from date of issuance. Payment is due net 10 days.

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## TERMS and CONDITIONS

An order will constitute a contract between the Company and the Buyer when accepted writing by the Company at its home office in Camden, NY. A contract resulting from the acceptance of an order may be canceled or altered by the Buyer only if agreed to in writing by the Company at its home office, subject to payment of reasonable charges necessary to protect the Company from loss. Until accepted, as provided herein, an order shall constitute an offer to purchase. Neither the acceptance of any deposit made with an order nor the cashing of any check or other instrument therefore, nor the holding of such deposit by the Company shall be deemed an acceptance of an order, but if the order is not accepted, the Company will promptly refund such deposit.

The Company shall not be liable for any failure to make delivery, for late delivery, or other default by reason of any occurrence or contingency beyond the reasonable control of the Company or of any of its sources of supply or for failure to give notice of any delay. In the event of any such occurrence or contingency, the Company may extend delivery schedules or may, at its option, cancel the order in whole or in part without the liability other than to return any deposit or prepayment should the whole order be canceled.

The Buyer will reimburse the Company for all taxes, excises and similar charges based upon or measured by the production, storage, sale, transportation or use of the products described herein.

The Company shall not be bound by any terms, conditions, or representations, which are not stated herein.

The Company shall not be obligated to perform hereunder if, at any time, Buyer's credit rating becomes impaired.

The Company shall retain a security interest in the products supplied hereunder to secure performance of the Buyer's obligations and Buyer shall execute all financing statements and other instruments that the Company deems necessary to protect its security interest. If the Buyer defaults in any of its obligations hereunder or is unable to pay its debts as they mature, the Company shall have the right to lien the project, require payment from the Bond Company or cancel unshipped balances with or without resort to legal process.

The Company's acceptance of order cancellation or order reduction requests is conditioned upon receiving Buyer's written agreement to assume termination charges.

The Company reserves the right to refuse to accept any order which does not meet quantity requirements which the Company may establish for any given product or groups of products.

Prices are based on quality levels commensurate with normal processing. If a different quality level is required, Buyer must specify the requirements and pay any additional costs that may be applicable.

The Company reserves the right to correct clerical or stenographic errors or omissions.



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**The product warranty is as submitted herewith. A 1-year warranty on workmanship and material on all products installed by CAMDEN GROUP is provided. No other warranties express or implied, including implied warranties or merchantability and fitness for a particular purpose, will apply.**

Contractor will provide Camden Group with a secure place for storing equipment and clean water at no charge.

**Consents, Permits and Taxes:**

CAMDEN GROUP will not be responsible for any permits. Permits are solely the responsibility of the General Contractor.

**Cancellation:**

CAMDEN GROUP may issue a STOP WORK if the General Contractor/Owner

1. Has not made payments according to this proposal.
2. Is involved in a Bankruptcy.
3. There is unsafe work conditions.

**Buried Utilities:**

CAMDEN GROUP will not be responsible for any buried utilities including but not limited too electrical lines, water pipes or gas pipes or drains that may get clogged with chemical grout, due to unforeseen broken pipes under the concrete surface.

**Moving/Preparation of Work Area:**

All areas to be treated by CAMDEN GROUP must be cleared and accessible. CAMDEN GROUP is not responsible for any areas that we cannot gain access to.

**Changes or Extras:**

Any changes to this proposal by anyone other than CAMDEN GROUP will make this proposal void. Any extra work added to the project must be accompanied by a change order signed prior to the additional work being started.

**Payment Obligations:**

Customer shall be obligated to make any and all payments due as per the contract and agree that payments shall not be withheld pending any claimed warranty or repair work that may be necessary as a result of work that CAMDEN GROUP has already completed or performed. CAMDEN GROUP shall have the right to terminate the contract upon Customer's failure to promptly make payments (within five days of progress milestones as set forth herein). In such case where the CAMDEN GROUP terminates the contract, CAMDEN GROUP shall be entitled to all amounts due for work completed and shall be entitled to profit it would have recovered on the uncompleted work. Warrantied work does not come into effect until full payment has been made.

**Invoicing:**

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973.850.6604

Payment of invoices is due within ten (10) days from the date of invoice unless otherwise agreed on by CAMDEN GROUP and said contractor. Amounts not paid within 30 days of invoice date are subject to service charges of 1.25% per month (15%APR), plus any reasonable cost of collection services, inclusive of attorneys' fees. Billing rates are in accordance with CAMDEN GROUP current SCHEDULE OF FEES and are subject to change periodically thereafter. The Customer expressly acknowledges that payment of CAMDEN GROUP invoices is not contingent upon receipt by Customer of funds from outside sources (lenders, owners, etc.).

**Note:**

CAMDEN GROUP expressly reserves the right to cease providing services (other than that which we, in our sole discretion, deem necessary for the protection of the public) due to any delinquency of payment of any invoice for services performed on the project or project site, whether for the Customer and/or any entity with any relationship to the Customer. "Services", as used herein, shall mean not only performance of field-work but also preparation and/or revision of "instruments of service" (as defined hereinafter). In addition to cessation of services, any uncured failure or delinquency of payment, will entitle CAMDEN GROUP to withhold delivery or refuse turnover of all Instruments of Service to the Customer, or any third-party, or any successor in interest. CAMDEN GROUP shall have no obligation to provide advance notice that it has ceased providing services under the terms of this paragraph.

**Right To Repair/Limitations Period:**

Any claim by Customer for faulty performance, non-performance, or breach under this contract shall be made in writing to Service Provider within Sixty (60) days after the earlier of completion of the work or date any such performance, non-performance, or breach would have been discovered exercising reasonable diligence. Failure to make such a written claim for any matter which could have been corrected by Service Provider shall be deemed waived by Customer. No action, regardless of form, relating to the subject matter of this contract may be brought more than six months after such date

**Disputes:**

Any dispute between CAMDEN GROUP and Customer arising from or relating to this Agreement shall be determined by arbitration pursuant to the American Arbitration Association's Construction Industry Dispute Resolution Procedures. Any claim brought by either party shall be submitted to the American Arbitration Association for Arbitration under said rules. This includes any claim brought under a federal to state statute. The governing law shall be the laws of the State of New York

**Right to Recoup Legal Fees:**

In the event it becomes necessary for CAMDEN GROUP to bring an action to enforce compliance with the terms and conditions of this agreement, customer agrees to pay all expenses of any such successful action including attorney's fees, court costs and expert fees etc.

**The above prices, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work specified.**

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NY: 9008 State Route 13, Camden NY 13316  
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973.850.6604

CAMDEN GROUP Authorized Signature

Client Signature

  
Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name:

Printed Name:

Kenneth G Scherrieble

\_\_\_\_\_

Title: President

Title: \_\_\_\_\_

The above signed represents that he (she) has read, understands, and accepts this proposal entirely. PLEASE NOTE that any permit fees and or fines imposed by regulatory bodies for clients' and or for third parties' actions or whether they are a direct result of CAMDEN GROUP, INC. errors or omissions shall be paid by Client. Further, the above signed attests and represents that he (she) has the authority to enter into this agreement on behalf of the client named above.

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**Phillips Lytle proposed supplement to engagement letter for STAMP**

**Discussion:** Phillips Lytle has prepared a proposed supplement to their original engagement letter related to eminent domain proceedings.

**Fund Commitment:** Not to exceed \$61,000.

**Board Action Request:** Recommend approval of the Phillips Lytle supplement to the engagement letter related to eminent domain proceedings not to exceed \$61,000.



# Phillips Lytle LLP

VIA EMAIL  
PRIVILEGED & CONFIDENTIAL  
Pete Zeliff  
Chairman  
STAMP Sewer Works, Inc.  
99 MedTech Drive, Suite 106  
Batavia, NY 14020

January 10, 2025

Re: Proposed Supplement to Engagement Letter for STAMP Project -  
Scope of Work for STAMP Sewer Works, Inc. Eminent Domain Matter

Dear Pete:

Thank you very much for the opportunity to continue to assist with the STAMP Project. The purpose of this letter is to supplement our existing engagement letter, as amended and supplemented from time to time, for the STAMP Project (collectively, the "Engagement Letter"). This supplement describes additional work to be performed by Phillips Lytle related to the STAMP Sewer Works Corp. Eminent Domain matter. Estimated legal fees for same are set forth on the attached "Updated Scope of Work". We will bill STAMP Sewer Works Corp. on a monthly basis for such work as fees are incurred, consistent with the existing Engagement Letter.

If you are in agreement with the foregoing, please confirm same by signing and returning a copy of this letter to me. Of course, if you have any questions, please let me know. Thanks again.

Sincerely,

Phillips Lytle LLP

By

Douglas W. Dimitroff, Esq.

cc: Adam S. Walters, Esq.  
Craig A. Leslie, Esq.  
Mark Masse  
Lezlie Farrell

STAMP Sewer Works Corp. has reviewed and agreed to the above terms of engagement of Phillips Lytle LLP for the purposes and to the extent described in this letter.

STAMP Sewer Works, Inc.

By \_\_\_\_\_  
Pete Zeliff, Chairman

Date January \_\_, 2025

ATTORNEYS AT LAW

DOUGLAS W. DIMITROFF PARTNER DIRECT 716 847 5408 DDIMITROFF@PHILLIPSLYTTLE.COM

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**STAMP Project - 01/20/2025 Supplement to Phillips Lytle Engagement Letter  
Additional "Updated Scope of Work"  
STAMP Eminent Domain Matter**

I. Eminent Domain Matter:

STAMP Sewer Works Corp. ("STAMP Sewer") is continuing with its eminent domain taking of certain easements for the construction of the STAMP force main. Following the public hearing held on July 27, 2023, additional legal work was required to defend a challenge raised by Orleans County in the Appellate Division.

**Est. Legal Fees: \$61,000.00**