



**ERIE COUNTY WATER AUTHORITY**  
**INTEROFFICE MEMORANDUM**

03/06/2026

TO: Jennifer Hibit, Secretary to the Authority

FROM: Lavonya C. Lester, Director of Administration *LCL*

SUBJECT: Landscape Professional Service Contract PN#202600010

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The Authority is looking to enter a new professional service contract with New York State Industries for the Disabled (NYSID) and the Erie County Chapter NYSARC, Inc. d/b/a The Arc Erie County (Arc) for landscaping services throughout the Authority's footprint.

NYSID would continue to provide services including the restoration of lawns, mowing, maintaining flowers, flower beds, tree trimming, shrubbery and the cleanup of leaves, trash, and litter. It also includes winter salting at Van De Water and Sturgeon Point locations. Landscape services will be provided at the Service Center, Van De Water, Sturgeon Point and (60) sixty additional service locations.

The Administration department is looking to sign a new (1) year contract with (4) additional options for renewal. The new monthly cost is \$42,904.18 or \$343,233.44/annual. There was a slight increase from the 2025/2026 cost of \$42,096.94/monthly or \$336,775.33/annual. This increase is within today's fair market value.

The Administration department is recommending that NYSID and Arc continue to perform the landscaping services for the new contract. It is a preferred source organization which helps those individuals who are disabled or disadvantaged. They are also exempt from competitive procurement requirements. The Authority has been satisfied with the quality of work performed over the course of these several years and would like to maintain a business relationship with NYSID and The Arc.

**Budget Information:**

The following department units and budget lines will be used to pay for the services.

Control Dept	Unit:1020 401000 620319	Approx. 67% total cost
Sturgeon Point	Unit:1010 401000 620119	Approx. 16% total cost
Van De Water	Unit:1015 401000 620219	Approx. 9% total cost
Service Center	Unit:3070 401000 680019	Approx. 7% total cost

**ERIE COUNTY WATER AUTHORITY  
AUTHORIZATION FORM  
For Approval/Execution of Board Meeting Documents**

**Document Name:** \_\_\_\_\_ **Project No.:** \_\_\_\_\_

**Description:** \_\_\_\_\_

**Item Description:**

Choose one: \_\_\_\_\_

Other: \_\_\_\_\_

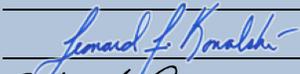
**Action Requested:**

Choose one \_\_\_\_\_

Other: \_\_\_\_\_

**Approvals Required:**

**APPROVED AS TO CONTENT:**

Chief Financial Officer		Date: 03/09/2026
Chief Operating Officer		Date: 03/09/2026
Claims Rep. – Risk Manager		Date: 3/9/2026
Comptroller		Date: _____
Director of Administration		Date: 03/09/2026
Director of Distribution	_____	Date: _____
Director of Human Resources	_____	Date: _____
Director of IT	_____	Date: _____
Director of Operations	_____	Date: _____
Director of Planning & Water Supply	_____	Date: _____
Director of Production	_____	Date: _____
Director of Water Quality	_____	Date: _____
Executive Engineer		Date: 3/9/2026
General Counsel (Legal)		Date: 3/9/2026
Other: _____	_____	Date: _____

**APPROVED FOR BOARD RESOLUTION:**

Secretary to the Authority  Date: 03/10/26

Remarks: \_\_\_\_\_

Resolution Date: \_\_\_\_\_ Item No: \_\_\_\_\_

**PROFESSIONAL SERVICES AGREEMENT  
FOR LANDSCAPING SERVICES**

This is an Agreement effective as of March 19, 2026 (“Effective Date”) by and between

**ERIE COUNTY WATER AUTHORITY**

295 Main Street, Room 350  
Buffalo, New York 14203

hereinafter referred to as the “Authority,”

**NEW YORK STATE INDUSTRIES FOR THE DISABLED, INC.**

11 Columbia Circle Drive  
Albany, New York 12203

hereinafter referred to as “NYSID,” and

**ERIE COUNTY CHAPTER NYSARC, INC. d/b/a**

**THE ARC ERIE COUNTY NEW YORK**

30 Wilson Road  
Williamsville, New York 14221

hereinafter referred to as the “ARC.”

NYSID and the ARC are hereinafter collectively referred to as the “Service Provider.”

**WHEREAS**, the Authority is a public benefit corporation organized under Article 5, Title 3 of the Public Authorities Law of the State of New York, and pursuant to such enabling legislation, the Authority’s members are appointed by Erie County Legislature;

**WHEREAS**, no member of the Authority is appointed by the Governor of the State of New York and therefore the Authority is a local public authority;

**WHEREAS**, as a public authority, the Authority may acquire landscaping services from a preferred source vendor that compensates workers in accordance with the prevailing wage standards established by Article 9 of the New York Labor Law;

**WHEREAS**, NYSID is a preferred source facilitating agency that works with preferred sources throughout New York State, including ARC in Erie County;

**WHEREAS**, the Authority seeks to enter into a contract for general landscaping services at its Service Center located in the Town of Cheektowaga, New York (“Service Center”), its Sturgeon Point Water Treatment Plant located in the Town of Evans, New York (“Sturgeon Point”), its Van de Water Treatment Plant located in the Town of Tonawanda, New York (Van de Water”), and at fifty-seven (57) other sites consisting of pump stations and water tanks located throughout its water system upon the terms and conditions set for in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises set forth in this Agreement, the Authority and the Service Provider agree as follows:

## ARTICLE 1 – LANDSCAPING SERVICES

### 1.01 Standard of Performance:

- A. The Service Provider shall be held to the same standard of care applicable to any provider of professional landscaping and related services. The Service Provider shall use the same care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the time and in the same locality.
- B. The Service Provider agrees to provide reliable landscaping services that will provide the Authority properties with a well-maintained landscape appearance characteristic of publicly owned properties.
- C. The Service Provider agrees that its employees will conduct themselves in a professional business manner while on Authority property, which includes, but is not limited to, no loud music and no disruptive behavior.
- D. The Service Provider agrees that its employees will comply with the Authority's Drug and Alcohol Policy that requires a drug and alcohol-free environment on Authority premises.

### 1.02 Compliance with Laws and Regulations, and Policies and Procedures

- A. The Authority and the Service Provider shall comply with all applicable federal, state or local laws and regulations and all applicable Authority policies and procedures.
- B. The Service Provider shall comply with the provisions of the Human Rights Law (Executive Law § 290 *et. seq.*) and Labor Law § 201-g of the laws of the State of New York.
- C. The Service Provider shall comply with the provisions of the Shield Act, codified at General Business Law § 899-aa of the laws of the State of New York.
- D. The Authority shall provide the Service Provider in writing any and all other Authority policies and procedures applicable to the Service Provider's performance of services under this Agreement. The Service Provider agrees to comply with such policies and procedures to the extent compliance is not inconsistent with professional practice requirements.

**1.03** Whenever the Authority is operating under a Declaration of Emergency due to a pandemic, the Contractor, its employees, and agents shall comply with all health and safety rules and regulations adopted by the State of New York, the County of Erie or the Authority including, but not limited to, completing a health screening questionnaire, using a personal protective face mask, or complying with any testing or vaccination requirements before entering any Authority worksite.

**1.04** *Scope of Services:*

**A.** *Coordination of Services with the Authority*

1. The Authority's Director of Administration shall designate a Facilities Manager to coordinate services provided under this Agreement with the Service Provider. For the purposes of this Agreement, unless otherwise indicated by the Director of Administration, the Facilities Manager shall be Kimberly M. Bowers, an Administrative Assistant to the Authority. The Facilities Manager will act as the Service Provider's primary contact with the Authority.
2. The Service Provider shall designate an Operations Manager and agrees to provide the Facilities Manager with the name and contact information of the Operations Manager. The Operations Manager will oversee the services provided to the Authority under this Agreement. The Operations Manager must train all staff prior to such staff providing services to the Authority. The Operations Manager is responsible for monitoring all grounds maintenance staff assigned to Authority property and for ensuring the quality of the work performed by the grounds maintenance staff meets the requirements of this Agreement.
3. The Operations Manager will provide the Facilities Manager with a list of all personnel performing services at Authority property.
4. The Operations Manager will schedule all services performed under this Agreement with the Facilities Manager.
5. The Operations Manager will meet with the Facilities Manager on, or prior to, April 15th of each year for the term of this Agreement to outline the Service Provider's plan of operation, review the goals for the work to be completed and to designate responsible contact persons.

**B.** *Landscaping Services*

1. All landscaping services provided under this Agreement will be provided at the Service Center, Sturgeon Point, Van de Water, and at fifty-seven (57)

other sites consisting of pump stations and water tanks (collectively, the “Service Locations”). The Service Locations, a description of each location and estimated site size are attached to, and incorporated into this Agreement as, Appendix A.

2. The Service Provider agrees to provide landscaping services for the restoration of lawns, fine mowing, rough mowing, replacing and maintaining plant material, maintaining flower beds, trimming of trees and shrubs as directed by the Facilities Manager, the cleanup of undesirable litter/trash/leaves, and the maintenance of driveways and pipe storage yards.
3. The Service Provider agrees that all landscaping services shall be performed seasonally from April 15<sup>th</sup> through November 15<sup>th</sup> during the term of this Agreement. The Service Provider agrees that all work shall be completed between the hours of 8:00 a.m. and 5:00 p.m., Monday through Saturday. The Facilities Manager and Operations Manager may agree to alter these hours.
4. The Service Provider agrees that it has all appropriate equipment to complete the work required under this Agreement. The Authority may request to inspect the Service Provider’s equipment at any time during the term of this Agreement. The Service Provider’s failure to have appropriate equipment available is grounds for terminating this Agreement.
5. The Facilities Manager, working with the Operations Manager, will designate what landscaping services are to be performed at each Service Location and the frequency such tasks will be performed. The Service Locations list attached as Appendix A includes the services requested at each site.
6. The Service Provider agrees to provide the Facilities Manager with 48-hour notice of any work which requires the use of materials that will be furnished by the Service Provider, including, but not limited to topsoil, seed, fertilizer and plants. The materials to be used must be approved by the Facilities Manager prior to the commencement of work or the Authority reserves the right to deny payment for such materials.
7. The Service Provider agrees to submit a monthly work report to the Facilities Manager by the 15<sup>th</sup> of each month. The work report may be faxed, mailed, emailed or hand delivered. The monthly work report must include the number of times each site was maintained, and any materials used by the Service Provider.

C. **General Grounds Maintenance**

1. **Lawn Maintenance**

- a. All areas indicated on Appendix A, or designated by the Facilities Manager, for lawn maintenance shall be mowed once per week, or at such intervals as directed by the Facilities Manager.
- b. The Service Provider agrees to mow with either a reel type, rotary mower, or a gang type mower. All mowing equipment must have sharp cutting blades and be in proper operating condition so as not to damage the grass. The mowing machines shall be operated at speeds recommended by the manufacturer or speeds slow enough to result in an even, uniformly cut surface of the turf.
- c. The Service Provider agrees that it will not cut the grass closer than two inches from the soil. The Service Provider agrees that clippings will be left on the turf and not removed.
- d. The Service Provider agrees that it will clean and maintain a minimum of four feet around the outside of all fence lines and along each side of the entrance driveway of all Service Locations, as well as any area designated by the Facilities Manager, with the use of fine mowing, rough mowing, string trimming and tree trimming. This area must be maintained so that a clear line of sight is achieved. The Service Provider agrees to clear all fencing at the Service Locations from plant life, leaves and debris. The Service Provider agrees to remove and properly dispose of any leaves or rubbish found along such fence lines.
- e. The Service Provider agrees to clip or trim the edges adjacent to fences and places inaccessible to the mower on all occasions that it mows the lawn at any site.
- f. The Facilities Manager has the authority to require an area re-mowed immediately if she finds the work unsatisfactory.

2. **General Landscaping:**

- a. The Service Provider agrees to maintain all ornamental shrubs and shrub beds at the Service Locations in accordance with proper horticultural practices.
- b. The Service Provider agrees to prune and/or trim shrubs and ground cover plants at the Service Locations to their normal configuration

and to force thicker growth where plants have been come loose or straggled. The Facilities Manager will direct the Service Provider if heavy shearing or pruning is required on any plant.

- c. As directed by the Facilities Manager, the Service Provider agrees to prune and trim all trees in the area to be mowed or close to buildings to remove all low hanging branches and dead limbs. The Service Provider agrees to remove all dead and dying limbs from pine and spruce trees to prevent the spread of disease. The Service Provider agrees to trim back branches that are overhanging fence lines or walkways. All other trees shall be trimmed as directed by the Facilities Manager. The Service Provider agrees to remove dead branches and debris from the Service Locations. Any tree limbs that fall or are deemed unsafe, unwanted, or determined to be a nuisance shall be picked up and removed before mowing.
- d. This Agreement does not include work related to the removal of dead or unhealthy trees.

3. **Flower Bed Maintenance:**

- a. The Service Provider agrees to remove all weed growth and to cultivate the flower beds and other ornamental plantings at the Service Center at the request of the Authority. The Service Provider agrees that the use of weed killers in the flower beds is prohibited.
- b. The Service Provider agrees to apply a 10-6-4 organic fertilizer to the flower beds at the Service Center at a rate of 1 pound per 100 Square Feet during the first week of each month of the growing season.
- c. The Service Provider agrees to maintain all flowering plants at the Service Center to promote continuous bloom.
- d. The Service Provider agrees to replace unhealthy flowers or plants that die during the season at the direction of the Facilities Manager.
- e. The Service Provider agrees to straighten all existing grass barriers around the flower beds at the direction of the Facilities Manager. The Service Provider agrees to replace any missing or severely damaged grass barriers at the direction of the Facilities Manager.

4. ***Rough Mowed Areas***

- a. The Facilities Manager will designate certain areas, including

embankments, slopes and relatively flat areas, as rough mowed areas.

- b. The Service Provider agrees to provide rough mowing and trimming to areas so designated during the first week of each month from June through October, or at the request of the Facilities Manager, during the term of this Agreement. Rough mowing shall be performed with a powered sickle-bar mower or equivalent. The Service Provider agrees to clip or trim edges adjacent to buildings, fences and places inaccessible to the mower.
- c. The Authority does not require the application of fertilizers in areas designated by the Facilities Manager as rough mowed areas.
- d. The Service Provider agrees that it will clean and maintain a minimum of four feet around the outside of all fence lines and along each side of the entrance driveway of all Service Locations, as well as any area designated by the Facilities Manager, with the use of fine mowing, rough mowing, string trimming and tree trimming.
- e. The Service Provider agrees to rough mow the area along the river outside the fence line and along the north property line at the Van de Water Raw Water Station.
- f. The Service Provider agrees to rough mow the area outside the fence and along the shoreline from the marina to the north property line at Van de Water. The Service Provider agrees to clean up and dispose of debris, including, but not limited to driftwood, logs, brush, and rough mow, in the beach area from the marina to the north property line at Van de Water.

5. ***Spring and Fall Clean Up***

- a. The Service Provider agrees to repair, grade, to dress, fertilize and seed all lawn areas damaged during the winter at the direction of the Facilities Manager.
- b. The Service Provider agrees to remove and dispose of any trash, dead leaves, fallen trees, tree limbs, or other debris found on any of the Service Locations.
- c. The Service Provider agrees to edge driveways, sidewalks, flower and shrub beds twice per season by May 31<sup>st</sup> and by August 15<sup>th</sup>.
- d. The Service Provider agrees to inspect all Service Locations and to

identify all dead, unhealthy, severely wind-burned or damaged trees. The Service Provider agrees to review such inspection with the Facilities Manager and to perform pruning, topping or removal at the direction of the Facilities Manager.

- e. In the spring, the Service Provider agrees to mulch each shrub and/or shrub bed with a two-inch thick layer of hardwood mulch.
- f. In the fall, the Service Provider agrees to collect and remove all leaves on the lawn, fence lines, or along buildings at the Service Locations no later than November 15<sup>th</sup> each year during the term of this Agreement.
- g. The Service Provider agrees to provide annual maintenance and replanting of the flower beds at the Service Center no later than May 31<sup>st</sup> for each year of the term of this Agreement, unless designated otherwise by the Facilities Manager.
- h. The Service Provider agrees to weed and mulch the perennial flower beds.
- i. The Service Provider agrees to remove and replace dead flowers as directed by the Facilities Manager.
- j. The Service Provider agrees to thin overgrown perennial flowers as directed by the Facilities Manager.
- i. The Service Provider agrees to prepare the four planters at the base of the flag pole, located south of the entrance to the Service Center for use as a vegetable garden to be planted and maintained by Authority personnel. The Service Provider agrees to clean the planters, fill the planters with topsoil and mulch the planters with an organic, non-colored mulch. The Service Provider agrees to complete this work no later than May 31<sup>st</sup> for each year of the term of this Agreement. The Service Provider acknowledges that no further work will be performed in the planters through the remainder of the season.

**D. *Salting Services***

- 1. All salting services provided under this Agreement will be provided at the Sturgeon Point, Van de Water, and the Van de Water Raw Water Pump Station.
- 2. All salting services will be provided on an as-needed basis as requested by

the Facilities Manager.

3. The Service Provider agrees that all salting services shall be performed seasonally from November 15<sup>th</sup> through April 15<sup>th</sup> during the term of this Agreement.
4. The Service Provider agrees that salting services at Sturgeon Point will include salting the main roadway from Sturgeon Point Road to both parking areas, the parking area in front of the main building, and the parking area in the rear of main building. In special cases, at the request of the Facilities Manager, the Service Provider agrees that it will include salting the main roadway to the lake.
5. The Service Provider agrees that salting services at Van de Water will include salting the main entrance from River Road to the main parking lot in front of the building, the parking area in front of the building, the main drive that circles the building and the back parking lot and dumpster area.
6. The Service Provider agrees that salting services at the Van de Water Raw Water Pump Station will include salting at the main entrance road from River Road to the front of the building, the right main drive in front of the building, and the roadway around the back of the building.

E. ***Landscaping Staff***

1. The Service Provider acknowledges that the Authority locations serviced under this Agreement are secure facilities that are not open to the general public. The Authority takes great care to ensure the security of its facilities, including performing background checks on all employees. The Service Provider agrees that all grounds maintenance staff assigned to Authority properties cannot have any conviction in the past ten years for any crime related to theft, trespass or unauthorized entry into a private dwelling or facility.
2. The Service Provider acknowledges that the Authority has adopted a Drug and Alcohol policy, and that Authority employees are routinely and randomly tested under this policy. The Service Provider agrees to provide the Facilities Manager with a copy of the policy relating to drug and alcohol use applicable to landscaping staff. The Service Provider agrees that, at a minimum, there will be a procedure by which the Authority can request that landscaping staff suspected to be under the influence of drugs or alcohol on Authority property will be drug tested, at the Service Provider's expense, if so requested by the Facilities Manager.

F. ***Service Provider's Additional Obligations***

1. If the Facility Manager has reason to believe that landscaping materials, including, but not limited to, seed, fertilizer, and topsoil do not meet the Authority's specifications, the Authority reserves the right to have testing on such material performed by an approved laboratory. All testing shall be at the Service Provider's expense.
2. The Service Provider agrees to maintain all work areas in an orderly fashion.
3. The Service Provider agrees to keep all pavement clean and clear of debris.
4. The Service Provider agrees that the labor performed under this Agreement shall be performed in accordance with the requirements of Article 9 (Sections 230-239) of the New York State Labor Law. The supplements to be provided and wages to be paid to workers, laborers and mechanics employed under this Agreement, determined pursuant to Section 231 of the Labor Law, are set forth in and incorporated in this Agreement as Appendix B, Prevailing Rate Schedule. The Contractor agrees that the wage rates and supplemental benefits shown in Appendix B are subject to change. The wage rates and supplemental benefits to be paid and provided are those prevailing at the time labor under this Agreement is being performed.

**1.05 Access to Authority Property:**

- A. The Service Provider must notify the Authority's Security Officer and provide government-issued photo identification of all employees retained by the Service Provider, or its subcontractor, who will be working on-site at one of the Authority's facilities and must also provide any additional information reasonably requested by the Authority's Security Officer. All employees of the Service Provider working on-site at one of the Authority's facilities are subject to the provisions of § 1.03 of this Agreement.
- B. The Security Officer will issue contractor cards to the Service Provider's employees assigned to work on-site at one of the Authority's facilities, allowing entrance to the grounds of such Authority facility subject to the same conditions as an Authority employee.
- C. No person may visit any Authority property without the authorization of the Authority and/or its Security Officer.

**ARTICLE 2 – PAYMENT OF PROFESSIONAL SERVICES**

**2.01** The Service Provider shall submit monthly invoices to the Authority, detailing the hours worked, prevailing wages paid, and description of the services rendered to the Authority in a form

acceptable to the Authority's Chief Financial Officer and/or Comptroller. Payment for services will be made monthly.

**2.02** The Service Provider agrees to provide landscaping and salting services at the following per visit unit prices, which include all labor, materials, equipment, travel time and tolls to the Service Locations.

1. ***For General Grounds Maintenance (as described in §1.04 (C)(1-3)):***

<b>SITE</b>	<b>PER VISIT UNIT PRICE</b>	<b>ESTIMATED UNITS</b>	<b>ESTIMATED ANNUAL TOTAL COST</b>
1: George W. Markle Tank and Windom Pump Station	\$778.62	20	\$15,572.39
2: Hamburg Booster Station	\$171.62	20	\$3,432.38
3: Lakeview Booster Station	\$216.92	20	\$4,338.42
4: Sturgeon Point Water Treatment Plant	\$2,083.43	20	\$41,668.60
5: John Horner Pumping Station	\$204.22	20	\$4,084.44
6: George O. Guenther Pumping Station	\$446.21	20	\$8,924.10
7: Chestnut Ridge Tank	\$230.82	20	\$4,616.46
8: East Aurora Station	\$258.45	20	\$5,169.06
9: Leydecker Road Station	\$149.31	20	\$2,986.19
10: Broadway Pump Station and Tank	\$262.06	20	\$5,241.21
11: Service Center/Stephen L. Vukelic Pumping Station	\$457.22	20	\$9,144.45
12: Sandridge Tank – Alden	\$262.06	20	\$5,241.21
13: Wehrle Drive Tank	\$227.73	20	\$4,554.70
14: Pine Hill Pumping Station	\$376.01	20	\$7,520.30
15: Pleasantview Tank	\$293.29	20	\$5,865.77
16: Depew Pumping Station	\$144.16	20	\$2,883.25

17: Richard F. Ball Pumping Station and Tanks	\$357.82	20	\$7,156.45
18: Jerome D. Van de Water Raw Water Station	\$379.28	20	\$7,585.52
19: Van de Water Filter Plant	\$759.97	20	\$15,199.38
20: Clark Street Pump Station	\$252.45	20	\$5,049.00
21: Jewett-Holmwood Pumping Station	\$215.04	20	\$4,300.72
22: Marilla Pump Station	\$174.71	20	\$3,494.14
23: Harris Hill Pump Station	\$271.50	20	\$5,429.97
24: William Street Pump Station	\$174.71	20	\$3,494.14
25: Gartman Road Pump Station	\$190.32	20	\$3,806.42
26: Eden 1 Pump Station	\$234.31	20	\$4,686.17
27: Eden 2 Pump Station	\$226.19	20	\$4,523.71
28: Marilla Tank	\$266.96	20	\$2,402.67
29: Eden 3 Pump Station and Tank	\$145.12	20	\$2,902.41
30: Eden 4 Tank	\$226.19	20	\$4,523.71
31: North Boston Pump Station	\$141.99	20	\$2,839.83
32: Crestwood Tank	\$144.16	9	\$1,297.46
33: Keller Road Station	\$144.16	20	\$2,883.25
34: Rice Hill Tank	\$171.62	9	\$1,544.57
35: Violet Street Station and Tank	\$171.62	20	\$3,432.38
36: Long Street Tank	\$140.38	20	\$2,807.63
37: Janice Street Tank	\$140.38	20	\$2,807.63
38: Ward Road Tank	\$225.85	9	\$2,032.64

39: Scherff Road Tank	\$263.14	9	\$2,368.27
40: Cole Road Tank	\$223.14	9	\$2,008.25
41: Benning Road Tank	\$223.14	9	\$2,008.25
42: Veterans Park Station and Tank	\$263.34	20	\$5,266.90
43: Colvin Tank	\$263.34	20	\$5,266.90
44: Trevett Road Station	\$149.77	9	\$1,347.91
45: Wohlhueter Tank	\$226.73	9	\$2,040.53
46: East Hill Station	\$197.41	20	\$3,948.29
47: Kulp Road Tank	\$278.79	9	\$2,509.07
48: Jennings Road Station	\$136.07	20	\$2,721.40
49: East Church Street Tank	\$182.26	20	\$3,645.18
50: Trevett Road Tank	\$131.08	9	\$1,179.69
51: Emery Station and Tank	\$163.89	20	\$3,277.87
52: Aurora Station and Tank	\$176.25	20	\$3,524.92
53: Griffin Mills Pump Station	\$171.62	20	\$3,432.38
54: Newstead Tank	\$224.13	20	\$4,482.54
55: Shadagee Road Station	\$166.02	20	\$3,320.48
56: Ellis Road	\$141.98	9	\$1,277.83
57: Castle Hill	\$131.05	9	\$1,179.48
58: Depew Pump Station Ledyard and George Urban	\$315.21	9	\$2,836.90
59: Evans Pump Station	\$197.36	20	\$3,947.27
60: Evans Tank	\$278.82	9	\$2,509.34

2. ***Rough Mowed Areas*** (as described in §1.02 (B)(9)):

SITE	PER VISIT UNIT PRICE	ESTIMATED UNITS	ESTIMATED ANNUAL TOTAL COST
Sturgeon Point Water Treatment Plant	\$866.70	7	\$6,066.88
Van de Water Raw Water Station and Filter Plant	\$869.41	7	\$6,085.86

3. ***Spring and Fall Clean Up*** (as described in §1.02 (B)(11)):

Spring Unit Price is \$20,242.35 per season. Fall Unit Price is \$21,295.98 per season.

4. ***Salting Services*** (as described in §1.02 (C)):

SITE	PER VISIT UNIT PRICE
Sturgeon Point Water Treatment Plant	\$467.33
Van de Water Raw Water Station and Treatment Plant	\$467.33

**2.03** The Service Provider agrees to accept payment for landscaping services, including all labor, equipment, and travel time, provided at the direction of the Facilities Manager in excess of the duties provided for under the provisions of this Agreement at an hourly rate of \$52.66.

**2.04** The unit prices set forth in § 2.02 of this Agreement and the hourly rate set forth in § 2.03 of this Agreement includes hourly wages at prevailing wage rates, fringe benefits, equipment costs, an administrative overhead fee (18%), and a preferred source fee (4%). The Authority agrees that the unit prices and hourly rates will be adjusted annually on July 1<sup>st</sup> based on any changes in prevailing wages under Article 9 of the New York State Labor Law. Provided the administrative fee and preferred source fee percentages are not changed, the Authority agrees to such an adjustment of the prevailing wage and supplemental benefits only. The Authority further agrees that such an adjustment may be approved by the Authority’s Director of Administration.

**2.05** The Service Provider will supply the Authority with copies of paid receipts for materials and will be reimbursed for the materials at the rate of cost plus an administrative overhead fee of 18% and a preferred source fee of 4% with a total cost not to exceed \$2,500.00 annually.

**2.06** The Authority is exempt from taxation. The Service Provider shall not invoice the Authority for any state or local excise, sales, use, freight or transport or any other form of tax unless the laws of the State of New York specifically levies such tax on a public benefit corporation.

**2.07** The Authority reserves the right to audit the Service Provider's records to verify bills submitted and representations made. For this purpose, the Service Provider agrees to make company records available for inspection upon written notice by the Authority. The Authority shall have two years from the date of the Service Provider's final bill to complete its audit. If the audit establishes an overcharge, the Service Provider agrees to refund the excess.

### **ARTICLE 3 – GENERAL PROVISIONS**

**3.01** **Subcontract and Assignments:** The Service Provider may not subcontract or delegate any of the work, services, and/or other obligations of the Service Provider without the express written consent of the Authority. The Authority and the Service Provider bind themselves and their successors, administrators and assigns to the terms of this Agreement. The Service Provider shall not assign, sublet or transfer its interest in the Agreement without the written consent of the Authority.

**3.02** **Amendments:** Any modification or variation from the terms of this Agreement must be in writing, authorized by a resolution of the Board of Commissioners of the Authority, and signed by all parties to be effective.

**3.03** **Right to Terminate:** The Authority reserves the right to terminate the Service Provider's services at any time, without cause, based on seven (7) days' written notice. The Service Provider shall not be entitled to lost profit and shall perform only such services, after notification of termination, as the Authority directs.

**3.04** **Indemnification:**

- A. To the fullest extent permitted by law, the Service Provider agrees to indemnify and hold the Authority harmless from all third party claims, liabilities, damages and costs (including all reasonable attorney's fees, and cost of defense) to which the Authority, its officers, directors and employees may be subject to, arising out of the death or bodily injury to any person or the destruction or damage to any property to the extent caused by the negligent acts, errors or omissions, or willful misconduct of the Service Provider's performance of professional services provided under this Agreement and those of its subcontractors or anyone for whom the Service Provider is legally liable.
- B. To the fullest extent permitted by law, the Authority agrees to indemnify and hold the Service Provider harmless from all third party claims, liabilities, damages and costs (including all reasonable attorney's fees and cost of defense) to the extent caused by the negligent acts, errors or

omissions of the Authority, its contractors, engineers, or anyone for whom the Authority is legally liable.

**3.05 Insurance:**

- A. The Service Provider agrees to secure and maintain such insurance as will protect itself from claims under the Workers' Compensation Act; claims for damages because of bodily injury, including personal injury, sickness or disease, or death of any of its employees or of any person other than its employees; and from claims for damages because of injury to or destruction of property including loss of use resulting therefrom in amounts indicated on Appendix C.
- B. The Service Provider agrees to provide and maintain insurance that will provide coverage for claims arising out of the negligent performance of its services.
- C. The Service Provider agrees to provide Certificates of Insurance certifying the coverage required by this provision.
- D. The Service Provider agrees to provide the name of an employee who will be responsible for providing the Authority with current and updated Certificates of Insurance. The Authority will require the name of the employee, the employee's phone number and email address.

**3.06 New York Law and Jurisdiction:** Notwithstanding any other provision of this Agreement, any dispute concerning any question of fact or law arising under this Agreement which is not disposed of by agreement between the Service Provider and the Authority shall be governed, interpreted and decided by a court of competent jurisdiction of the State of New York in accordance with the laws of the State of New York.

**3.07 Conflicts of Interest:** The Service Provider represents that it has advised the Authority in writing prior to the date of signing this Agreement of any relationships with third parties, including competitors of the Authority, which would present a conflict of interest with the rendering of the services, or which would prevent the Service Provider from carrying out the terms of this Agreement or which would present a significant opportunity for the disclosure of confidential information. The Service Provider will advise the Authority of any such relationships that arise during the term of this Agreement. The Authority shall then have the option to terminate the Agreement without being subject to further obligations under its terms, except for the payment of services already rendered by the Service Provider. So long as the Service Provider reports such a conflict as required by this section, the Service Provider will have no further obligations for completing the scope of services under the terms of this Agreement.

**3.08 Additional Conditions:** The Service Provider and the Authority acknowledge that there may be additional conditions, terms and provisions which shall apply specifically to

the services to be performed. The parties agree to negotiate in good faith to agree upon such additional terms.

**3.09 Entire Agreement:** This Agreement constitutes the entire understanding of the parties and no representations or agreements, oral or written, made prior to its execution shall vary or modify the terms herein. This Agreement supersedes all prior contemporaneous communications, representations, or agreements, whether oral or written with respect to the subject matter hereof and has been induced by no representations, statements or agreements other than those herein expressed. No subsequent agreement made between the parties shall be binding on either party unless reduced to writing and signed by an authorized officer of the party sought to be bound by such agreement.

**3.10 Independent Status:**

- A. Nothing contained in the Agreement shall be construed to render either the Authority or the Service Provider, an owner, member, officer, partner, employee or agent of the other, nor shall either party have authority to bind the other in any manner, other than as set forth in this Agreement, it being intended that the Service Provider shall remain an independent contractor responsible for its own actions. The Service Provider is retained by the Authority only for the purpose and to the extent set forth in this Agreement.
- B. The Service Provider is free to choose the aggregate number of hours worked and the scheduling of such hours as it shall see fit at its discretion within the limitations set forth in Article 4.
- C. Neither the Service Provider nor its employees shall be considered under the provisions of this Agreement or otherwise as having an employee, servant or agency status or as being entitled to participate in any plans, arrangements or distributions of the Authority.
- D. In providing the services under this Agreement, the Service Provider represents and warrants that it has complied with all applicable federal, state and local laws particularly with respect to licenses, withholdings, reporting and payment of taxes. The Service Provider agrees to furnish copies of documentation to the Authority evidencing its compliance with such laws. The Service Provider further represents and warrants that any income accruing to the Service Provider and its employees from the Agreement shall be reported as such to the appropriate taxation authorities.

**3.11 Doing Business Status:** The Service Provider represents it is qualified to do business in the State of New York and has registered with the New York Secretary of State.

**3.12 Gratuities:** The Service Provider shall prohibit its agents, employees and consultants from using their positions for personal financial gain, or from accepting any personal advantage from anyone under circumstances which might reasonably be

interpreted as an attempt to influence the recipients in the conduct of their official duties. The Service Provider or its employees shall not, under circumstances which might be reasonably interpreted as an attempt to influence the recipients in the conduct of their duties, extend any gratuity or special favor to employees of the Authority.

**3.13 *Notice:*** Any notices required by this Agreement or otherwise shall be delivered by United States Postal mail or personal delivery upon the addresses hereinbefore stated. Any change in such addresses shall be required to be in writing to the other party and acknowledged as such.

#### **ARTICLE 4 – SEVERABILITY**

**4.01** Any provision or part of the Agreement held to be void or unenforceable by a court of competent jurisdiction shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the parties, which agrees that the Agreement shall be reformed to replace such stricken provisions or part thereof with a valid enforceable provision that comes as close as possible to expressing the intent of the stricken provision. The validity and enforceability of all other provisions of this Agreement shall not otherwise be affected.

#### **ARTICLE 5 – DURATION**

**5.01** All services to be provided under this Agreement shall be provided over a one-year period from April 15, 2026 through April 14, 2027. The parties may agree in writing to extend this Agreement under the same terms and conditions, or upon such terms acceptable to the Authority for four (4) additional one (1) year terms.

**5.02** The Authority reserves the right to terminate this Agreement in the event it is found that the Certification filed by the Service Provider in accordance with New York State Finance Law§139-k was intentionally false or intentionally incomplete. Upon such finding, the Authority may exercise its termination right by providing written notification to the Service Provider in accordance with the written notification terms of this Agreement.

[SIGNATURE PAGES TO FOLLOW]

**ERIE COUNTY WATER AUTHORITY**

By \_\_\_\_\_  
Jerome D. Schad, Chairmain

**NEW YORK STATE INDUSTRIES FOR  
THE DISABLED, INC.**

By \_\_\_\_\_

**ERIE COUNTY CHAPTER NYSARC, INC.  
d/b/a THE ARC ERIE COUNTY NEW  
YORK**

By \_\_\_\_\_

[ACKNOWLEDGEMENTS TO FOLLOW]

**STATE OF NEW YORK    )**  
**COUNTY OF ERIE        ) ss:**

On the \_\_\_\_\_ day of \_\_\_\_\_, in the year 2026, before me personally came JEROME D. SCHAD, to me known, who, being by me duly sworn, did depose and say that he resides in Amherst, New York, that he is the Chairman of the Erie County Water Authority, the corporation named in the foregoing indenture; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by a duly adopted resolution of the said Authority and that he signed his name thereto by like resolution.

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

**STATE OF NEW YORK        )**  
**COUNTY OF ERIE            ) ss:**

On the \_\_\_\_\_ day of \_\_\_\_\_, in the year 2026, before me personally came \_\_\_\_\_, to me known, who, being by me duly sworn, did depose and say that he/she resides in \_\_\_\_\_, New York, that he/she is the \_\_\_\_\_ of New York State Industries for the Disabled, Inc., described in the above instrument; and that he/she signed his/her name thereto by order of the Board of Directors of said Corporation.

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

**STATE OF NEW YORK        )**  
**COUNTY OF ERIE            ) ss:**

On the \_\_\_\_\_ day of \_\_\_\_\_, in the year 2026, before me personally came \_\_\_\_\_, to me known, who, being by me duly sworn, did depose and say that he/she resides in \_\_\_\_\_, New York, that he/she is the \_\_\_\_\_ of Erie County Chapter NYSARC, Inc. d/b/a The ARC Erie County, described in the above instrument; and that he/she signed his/her name thereto by order of the Board of Directors of said Corporation.

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

**APPENDIX A**  
**SERVICE LOCATIONS**

**APPENDIX A**  
**SERVICE LOCATIONS**

**SITE 1**        GEORGE W. MARKLE (WINDOM) TANK AND WINDOM PUMP STATION

1. This is a 15 MG concrete tank and pump station.
2. Fine mow berm slopes and all lawn areas as shown on the plans.

**SITE 2**        HAMBURG PUMP STATION

1. This is a pump station.
2. Shear Privet Hedge to maintain uniform height of 30".

**SITE 3**        LAKEVIEW PUMP STATION

1. This is a pump station.
2. Shear Privet Hedge to maintain a uniform height of 30".
3. Cut and remove the clump of cattails at the rear of the building.
4. Rough mow north side of driveway to fence stakes.
5. Maintain the area inside and around the Radio Tower.

**SITE 4**        STURGEON POINT WATER TREATMENT PLANT

1. This facility is located in the Town of Evans.
2. Note the fine mowing limits for the waste water basins:
  - a) The outside slopes and top of all berms shall be fine mowed.
  - b) The interior slopes of the basins shall be rough mowed down to the edge of the water or sludge.
3. Access to the coagulation basin area to be coordinated with the Facilities Manager. The lawn mowing must be done with walking mowers, no tractors or other heavy equipment will be on this area that weighs over 800 pounds. Herbicides cannot be used to control the grass and weeds along the fence line and basin hatches of the coagulation basins. The edges adjacent to the hatches, fence, and other areas inaccessible to the mower shall be clipped or trimmed on a weekly basis.
4. Clear all trees and brush from the drainage ditches that run throughout the property.
5. In areas not identified as lawn, rough mow a ten-foot wide strip inside the fence around the perimeter of the property and a minimum of one foot strip on the outside of the fence.
6. The Facilities Manager will designate an on-site contact person. This contact person will designate the trees and shrubs to be pruned and trimmed.
7. All employees of the Service Provider must sign in and out on site and notify contact person of arrival and departure.

**SITE 5**        JOHN HORNER PUMP STATION

1. This is a pump station.
2. Keep driveway and parking area clean of all debris.
3. Rough mow areas west of building shown on plan for this site. The area to be mowed is below the retaining wall.

**SITE 6**            GEORGE O. GUENTHER PUMP STATION

1. This is a pump station.
2. Note the rough mowing limits outside planting areas.
3. Cut and remove the brush from the outlet end of the water discharge area at the rear of the property.
4. Cut and remove cattails between discharge area and fence.
5. Remove honeysuckle overgrowth from shrub around site.
6. Trim lower branches of pine trees along the west and south property lines.

**SITE 7**            CHESTNUT RIDGE PUMP STATION AND TANK

1. This is a pump station and tank.
2. Maintain a 4-foot strip around perimeter of fence.

**SITE 8**            EAST AURORA PUMP STATION

1. This is a pump station.
2. Trim tall hedge plants to a height of six (6) feet.
3. Trim shrubs around building to five feet height.

**SITE 9**            LEYDECKER ROAD PUMP STATION

1. This is a pump station.
2. Maintain a 4-foot strip around perimeter of fence.
3. Maintain property approximately 52 feet by 70 feet.

**SITE 10**          BROADWAY PUMP STATION AND TANK

1. This is a pump station and tank.
2. Rough mow all areas on the property that are not defined as lawn areas; mowing includes area all the way to the highway.

**SITE 11**          SERVICE CENTER/STEPHEN L. VUKELIC PUMPING STATION

1. Mow and maintain the area indicated as lawn around the Service Center building.
2. Maintain lawn fronting on Union Road except for the slopes that are too difficult to mow with conventional lawn mowers.
3. Maintain the slopes of the noise berms by rough mowing once a month.
4. Maintain perennial flower beds at the entrance walk in coordination with the Facilities Manager's directions.
5. Clean and prepare planters of flower beds at Flag Pole area.
6. Remove weeds, leaves and debris from areaway (window wells) around building and from along building lines where pavement abuts buildings.
7. Trim all major trees around the building so they do not touch the building and are clear of signs.
8. Reset all edge strips and border materials to proper grade.
9. Mowing the lawn adjacent to the parking lots on the north and east sides of the Service Center will be restricted to weekends and/or evenings when the parking lots are empty of vehicles. All other lawn areas may be mowed as specified.
10. Restore lawn area in employee parking lot and lawn area along driveways damaged during winter.

**SITE 12**      SANDRIDGE TANK – ALDEN

1. This is a tank.
2. Cut lawn area inside fence and maintain a 4-foot strip around outside perimeter of fence.
3. Cut approximately 10 feet on each side of driveway, all the way out to the road.

**SITE 13**      WEHRLE DRIVE TANK

1. This is a tank.
2. Cut lawn area inside fence and a 4-foot strip around outside perimeter of fence.

**SITE 14**      PINE HILL PUMP STATION

1. This is a pump station.
2. Fine mow the steep slope around the base of the tank; the mowing shall be done when the grass attains a height of 8 inches or once a month, whichever occurs first.
3. Keep the stone drive at the base of the tank free of weeds, grass and other debris. The stone shall be kept leveled and graded when necessary new stone shall be added. The catch basins at the toe of the slope shall be kept clear of debris.
4. Prune all trees on the site. Remove the dead limbs from the spruce trees and dispose of them. Keep the driveway clean of all debris and pine cones.

**SITE 15**      PLEASANTVIEW TANK

1. This is a tank.
2. Keep driveway clean of all debris. All rubbish, leaves and refuse shall be removed from the property and disposed of by the Service Provider as required.
3. Clear stones from lawn adjacent to drive area due to snow plowing.
4. Keep stone areas leveled and graded when necessary new stone shall be added.

**SITE 16**      DEPEW PUMP STATION

1. This is a pump station.
2. Keep driveway area clean of all debris. All rubbish, leaves and refuse shall be removed from the property and disposed of by the Service Provider. An area 80' by 150' on the east side of property outside fence fronting University Avenue shall be maintained as lawn. An area 30' x 140' on the west side of the property outside the fence, fronting Ledyard Avenue, between #113 and #121, shall be maintained as lawn.
3. Give special attention to maintaining the lawn area on University Avenue.
4. Remove vines growing on fence.

**SITE 17**      RICHARD F. BALL PUMP STATION AND TANKS

1. This is a pump station and tank.
2. Keep the washed gravel beds under the fence and around the storage tanks free of weeds and grass.
3. Maintain the lawn to the toe of the slope on the east side.
4. Fine mow both sides of the entrance driveway to Sweet Home Road for 10' wide on each side. The Service Provider shall grade, topsoil and seed rough areas and clean up debris prior to mowing.

**SITE 18**      JEROME D. VAN DE WATER RAW WATER PUMP STATION

1. This is a pump station.
2. Maintain this property according to the attached site plan and including the following:
  - a) Rough mow the area along the river outside of the fence and along the north property line.
  - b) The Facilities Manager will designate the on-site contact person. This contact person will designate the trees and shrubs to be pruned and trimmed.
  - c) All employees of the Service Provider must notify the contact person of arrival and departure.

**SITE 19**      VAN DE WATER FILTER PLANT

1. Maintain this property according to the attached site plan and including the following:
  - a) Keep the front entrance clear of debris and leaves as necessary.
  - b) Trim the tall hedge plants to a uniform height of 8 ft.
  - c) Give special attention to mowing and trimming trees at the entrance on River Road for sight distance.
  - d) Access to the coagulation basin area is to be coordinated with the Facilities Manager. The lawn mowing must be done with walking mowers, no tractors or other heavy equipment will be on this area that weighs over 800 pounds. Herbicides cannot be used to control the grass and weeds along the fence line and basin hatches. The edges adjacent to the hatches, fence, and other areas inaccessible to the mower shall be clipped or trimmed on a weekly basis.
  - e) The area outside the fence and along the shoreline from the marina to the north property line requires rough mowing. During the first week of each month, from June to October, the Service Provider shall clean up and dispose of all debris, including trees and brush, and rough mow to the water line.
  - f) The Facilities Manager will designate an on-site contact person. This contact person will designate the trees and shrubs to be pruned and trimmed.
  - g) Special attention to the front entrance walkway, this area must be maintained to be weed free. The patio pavers shall be sprayed with a herbicide.

**SITE 20**      CLARK STREET PUMP STATION

1. This is a pump station.
2. Maintain property approximately 100 feet by 215 feet.

**SITE 21**      JEWETT-HOLMWOOD PUMP STATION

1. This is a pump station.
2. Maintain property approximately 128 feet by 196 feet.

**SITE 22**      MARILLA PUMP STATION

1. This is a pump station.
2. Maintain property approximately 50 feet by 115 feet.

**SITE 23**      HARRIS HILL PUMP STATION

1. This is a pump station.
2. Maintain property approximately 250 feet by 344 feet.

**SITE 24**      WILLIAM STREET PUMP STATION

1. This is a pump station.
2. Maintain property inside and around fence of station. Rough mow 5 feet along driveway from gate 150 feet west only.

**SITE 25**      GARTMAN ROAD PUMP STATION

1. This is a pump station.
2. Maintain property around tank approximately 100 feet by 100 feet.

**SITE 26**      EDEN 1 PUMP STATION

1. This is a pump station.
2. Maintain property around station approximately 50 feet by 50 feet.
3. Maintain driveway to station 200 feet by 20 feet.
4. Maintain the area inside and around the Radio Tower enclosure.

**SITE 27**      EDEN 2 PUMP STATION AND TANK

1. This is a pump station.
2. Maintain property approximately 113 feet by 223 feet.

**SITE 28**      MARILLA TANK

1. This is a tank.
2. Maintain property around tank approximately 50 feet by 50 feet.
3. Rough mow 5 feet along both sides of the entrance driveway from Two Rod Road to tank.

**SITE 29**      EDEN 3 PUMP STATION AND TANK

1. This is a pump station and tank.
2. Maintain property around tank approximately 50 feet by 50 feet.
3. Clear stones from lawn adjacent to driveway area due to snow plowing.

**SITE 30**      EDEN 4 TANK

1. This is a tank.
2. Maintain property around tank approximately 80 feet by 80 feet.

**SITE 31**      NORTH BOSTON PUMP STATION

1. This is a pump station.
2. Maintain property around station approximately 50 feet x 50 feet.

**SITE 32**      CRESTWOOD TANK

1. This is a tank.
2. Maintain property around tank approximately 85 feet by 85 feet.

**SITE 33**      KELLER ROAD PUMP STATION

1. This is a pump station.
2. Maintain property around station 93 feet by 113 feet.

**SITE 34**      RICE HILL TANK

1. This is a tank.
2. Maintain property around tank approximately 50 feet by 50 feet.

**SITE 35**      VIOLET STREET PUMP STATION AND TANK

1. This is a pump station and tank.
2. Maintain property site 127 feet by 156 feet.

**SITE 36**      LONG STREET TANK

1. This is a tank.
2. Maintain property inside fence 50 feet 50 feet.

**SITE 37**      JANICE STREET TANK

1. This is a tank.
2. Maintain property inside fence 50 feet by 50 feet.

**SITE 38**      WARD ROAD TANK

1. This is a tank.
2. Maintain property around tank approximately 50 feet by 50 feet.
3. Rough mow 5 feet along both sides of entrance driveway: Ward Road to tank.

**SITE 39**      SCHERFF ROAD TANK

1. This is a tank.
2. Maintain property around tank approximately 50feet by 50 feet.
3. Clear stones from lawn adjacent to driveway area due to snow plowing.
4. Rough mow 5 feet along both sides of entrance driveway: Scherff Road to tank.

**SITE 40**      COLE ROAD TANK

1. This is a tank.
2. Maintain property around tank approximately 50 feet by 50 feet.
3. Rough mow 5 feet along both sides of entrance driveway: Cole Road to tank.

**SITE 41**      BENNING ROAD TANK

1. This is a tank.
2. Maintain property around tank approximately 50 feet by 50 feet.
3. Rough mow 5 feet along both sides of entrance driveway: Benning Road to tank.

**SITE 42**      VETERANS PARK PUMP STATION AND TANK

1. This is a pump station and tank.
2. Maintain all areas within fence.
3. Maintain 5-foot area outside entire perimeter of fence.
4. Mow 10 feet along both sides of entrance driveway: from gate approximately 300 feet to Park Road.

**SITE 43**      COLVIN TANK

1. This is a tank.
2. Maintain all areas within fence and maintain 5-foot area outside fence around entire perimeter of fence.
3. Mow 25 feet along both sides of entrance driveway: from gate to road.

**SITE 44**      TREVETT ROAD PUMP STATION

1. This is a pump station.
2. Maintain area around station approximately 50 feet by 50 feet.

**SITE 45**      WOHLHUETER TANK

1. This is a tank.
2. Maintain area around tank approximately 100 feet by 100 feet.
3. Rough mow 5 feet along both sides of entrance driveway: Wohlhueter Road to tank.

**SITE 46**      EAST HILL PUMP STATION

1. This is a pump station.
2. Maintain area around station approximately 50 feet by 75 feet to Cole Road.

**SITE 47**      KULP ROAD TANK

1. This is a tank.
2. Maintain area around tank, area inside fence, and 4 feet outside entire perimeter of fence at site.
3. Rough mow 5 feet along both sides of entrance driveway.

**SITE 48**      JENNINGS ROAD PUMP STATION

1. This is a pump station
2. Maintain area around station approximately 50 feet by 50 feet.

**SITE 49**      EAST CHURCH STREET TANK

1. This is a tank.
2. Maintain area around station approximately 50 feet by 50 feet and 10-foot strip along both sides of the driveway.

**SITE 50**      TREVETT ROAD TANK

1. This is a tank.
2. Maintain area around tank approximately 50 feet by 50 feet.

**SITE 51**      EMERY PUMP STATION AND TANK

1. This is a pump station and a tank.
2. Maintain area around both tank and station.
3. Mow all areas inside fenced area and maintain a 4-foot strip around the fence perimeter.

**SITE 52**      AURORA PUMP STATION AND TANK

1. This is a pump station and tank.
2. Maintain area around both station and tank.
3. Mow all areas inside fenced area and maintain a 4-foot strip around the fence perimeter.

**SITE 53**      GRIFFIN MILLS PUMP STATION

1. This is a pump station.
2. Mow all areas inside fenced area and maintain a 4-foot strip around the fence perimeter.

**SITE 54**      NEWSTEAD TANK

1. This is a tank.
2. Maintain area around tank approximately 50 feet by 50 feet and a 4-foot strip around the outside fence perimeter.
3. Cut a 10-foot strip along both sides of the driveway.

**SITE 55**      SHADAGEE ROAD PUMP STATION

1. This is a pump station.
2. Mow all areas inside fenced area and maintain a 4-foot strip around the fence perimeter.

**SITE 56**      ELLIS STATION

1. This is a pump station.
2. Maintain, cut and trim approximately 45 feet by 45 feet area, fencing and guardrail.

**SITE 57**      CASTLE HILL STATION

1. This is a pump station.
2. Mow all areas around the pump station up to the tree line & length of driveway,

**SITE 58**      DEPEW – LEDYARD, GEORGE URBAN

1. Maintain a 4-foot strip around both sides of fence perimeter.
2. Maintain full strip of grassed property from road to ECWA property line.
3. Rough cut once (1) per month remaining area within the fence perimeter as well as remaining property north of creek.

**SITE 59**      EVANS STATION

1. This is a pump station.
2. Mow all areas inside fenced area and maintain a 4-foot strip around the fence perimeter.

**SITE 60**      EVANS TANK

1. This is a tank.
2. Mow all areas inside fenced area and maintain a 4-foot strip around the fence perimeter.
3. Cut a two areas between front fence and access road (90 feet by 30 feet each).



**Legend**

 Parcels

**Site 1**  
**George W. Markle (Windom) Tank & Windom Pump Station**



Erie County Water Authority  
Buffalo, New York



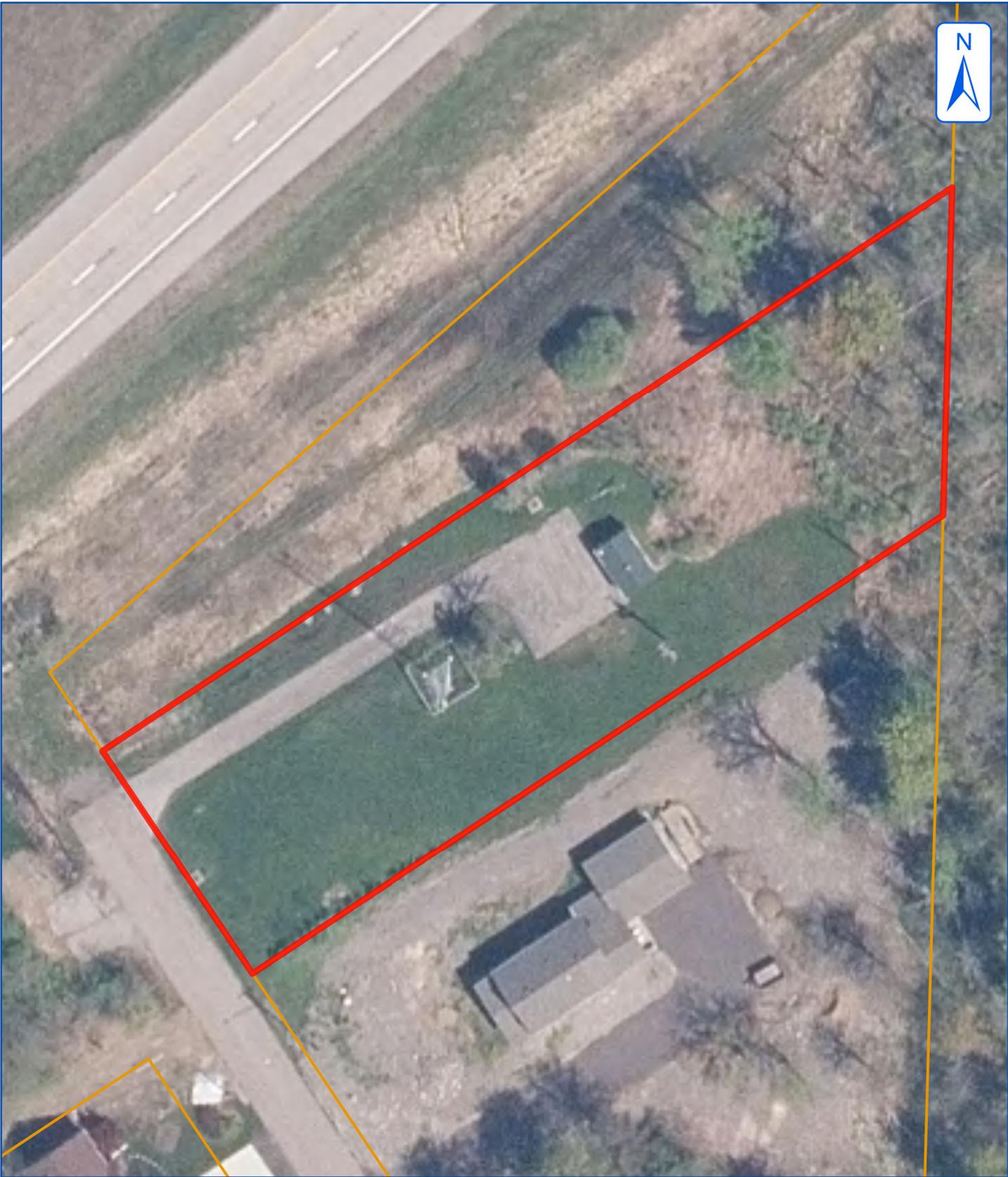
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 Parcels

**Site 2  
Hamburg Booster Station**



Erie County Water Authority  
Buffalo, New York



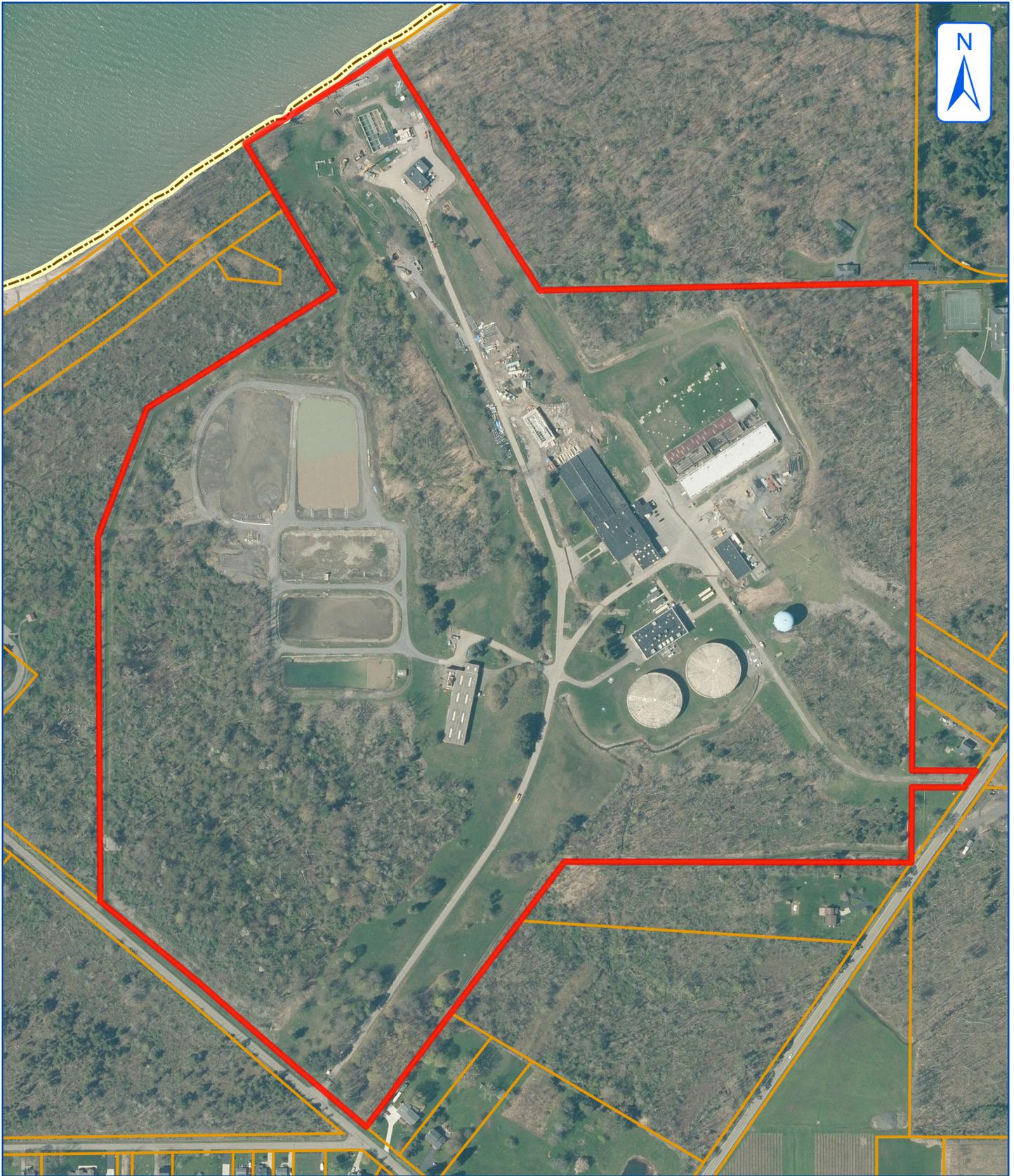
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 Parcels

**Site 3  
Lakeview Booster Station**



Erie County Water Authority  
Buffalo, New York



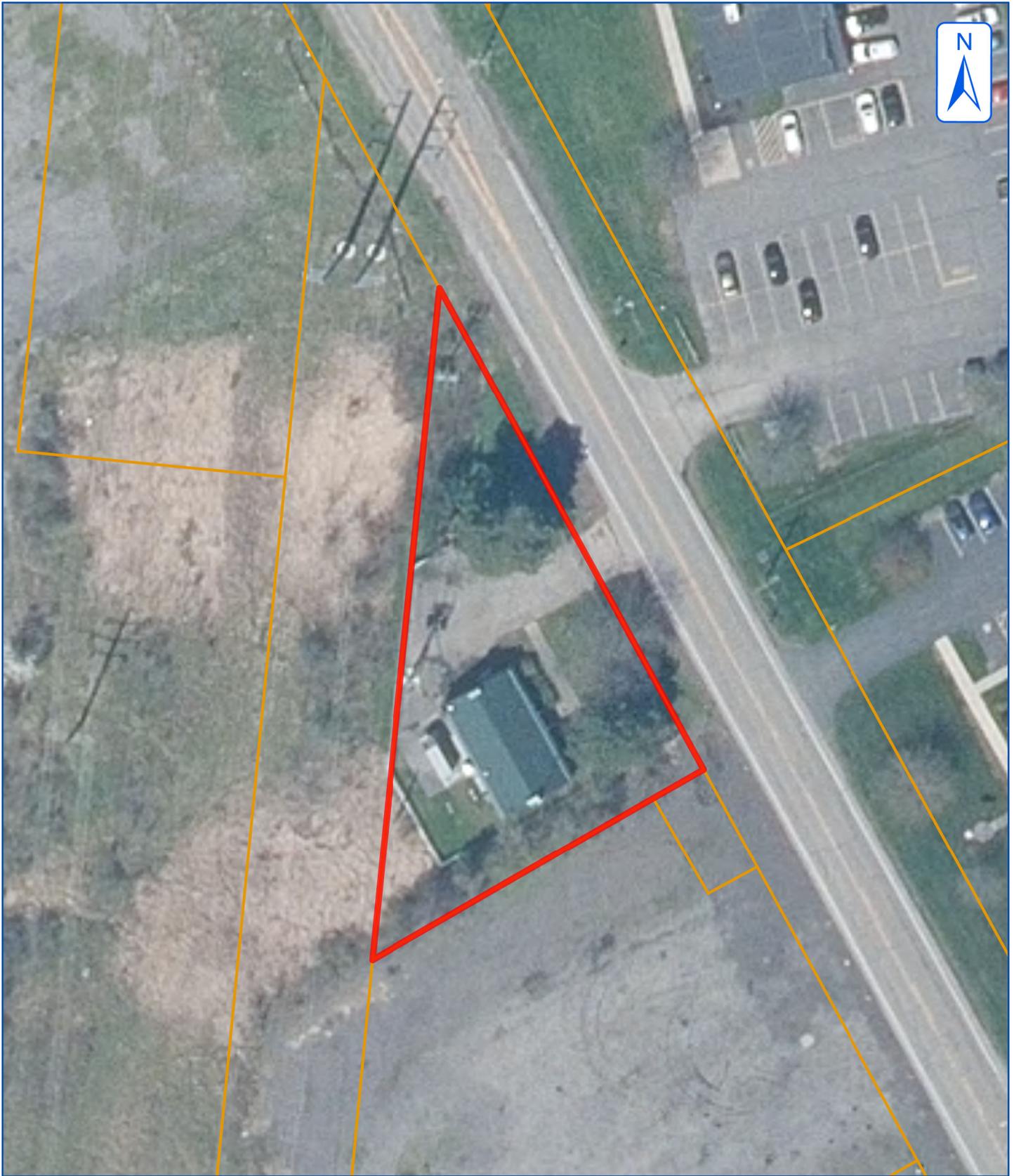
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 Parcels

**Site 4**  
**Sturgeon Point Water Treatment Plant**



Erie County Water Authority  
Buffalo, New York



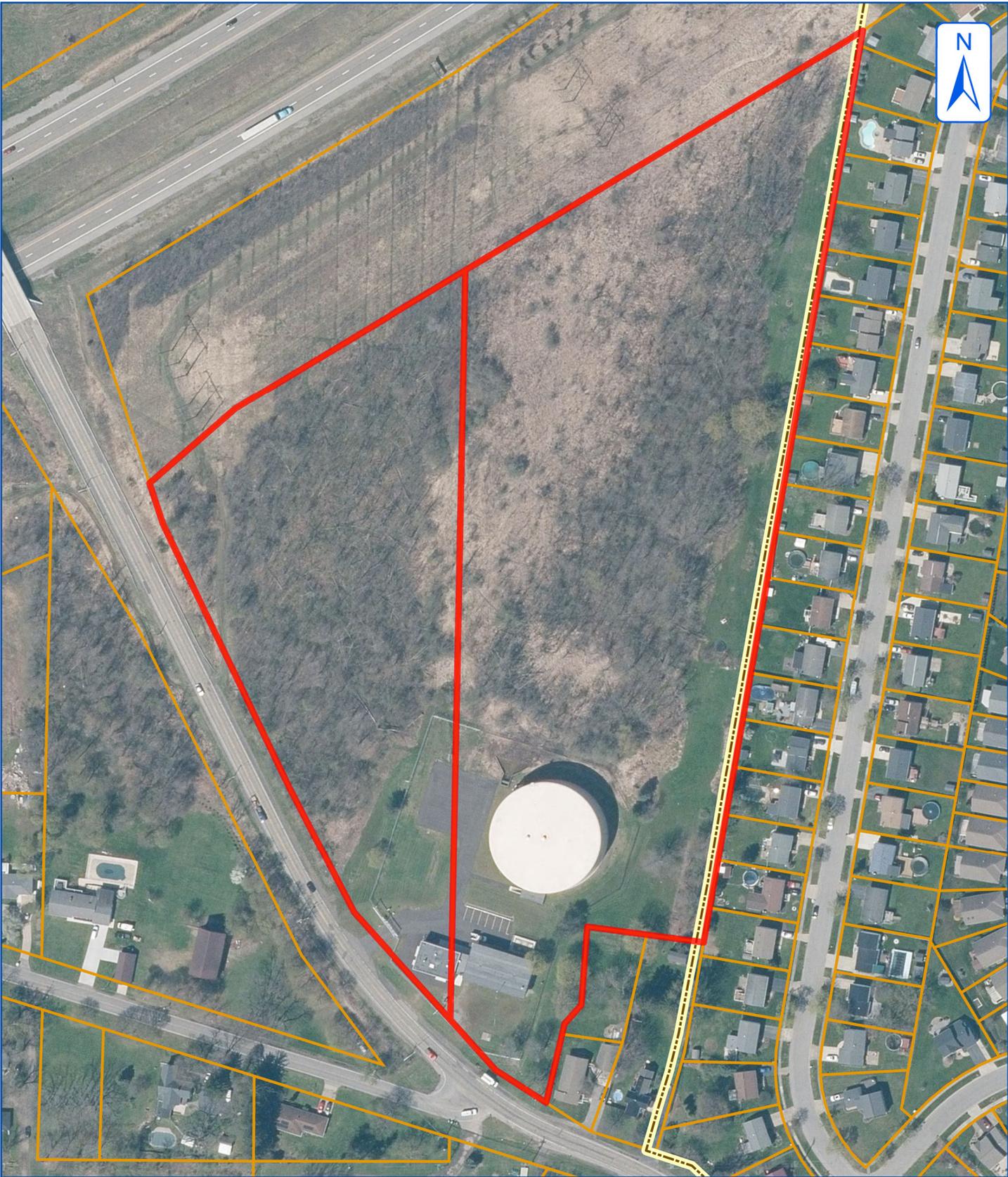
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 Parcels

**Site 5  
John Horner Pumping Station**



Erie County Water Authority  
Buffalo, New York



**Legend**

 Parcels

**Site 6**  
**George O. Guenther Pumping Station**



Erie County Water Authority  
Buffalo, New York



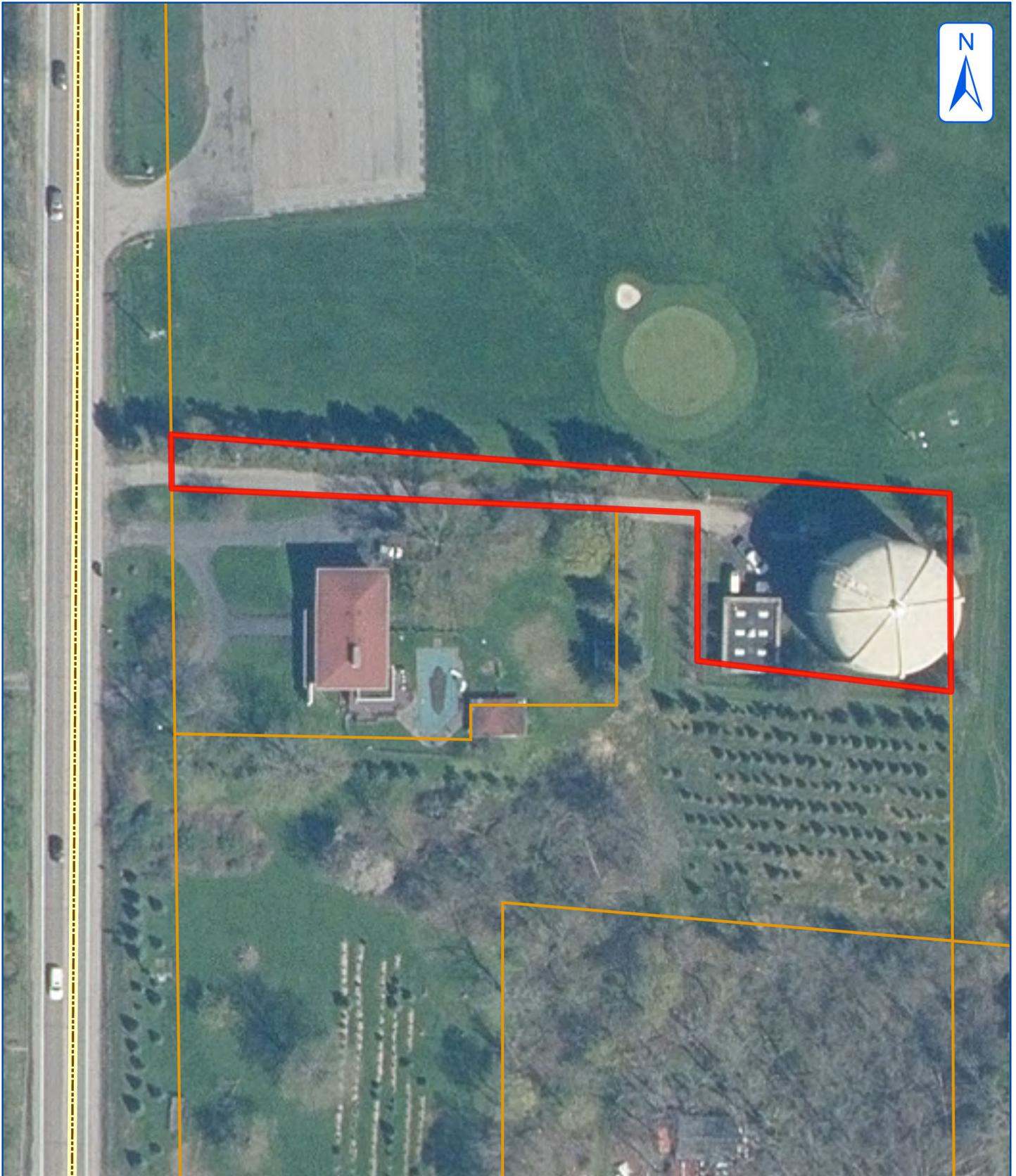
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 Parcels

**Site 7  
Chestnut Ridge Station & Tank**



Erie County Water Authority  
Buffalo, New York



**Legend**

 Parcels

**Site 8  
East Aurora Pump Station**



Erie County Water Authority  
Buffalo, New York



**Legend**

 Parcels

**Site 9  
Leydecker Road Pump Station**



Erie County Water Authority  
Buffalo, New York



**Legend**

 Parcels

**Site 10  
Broadway Pump Station & Tank**



Erie County Water Authority  
Buffalo, New York



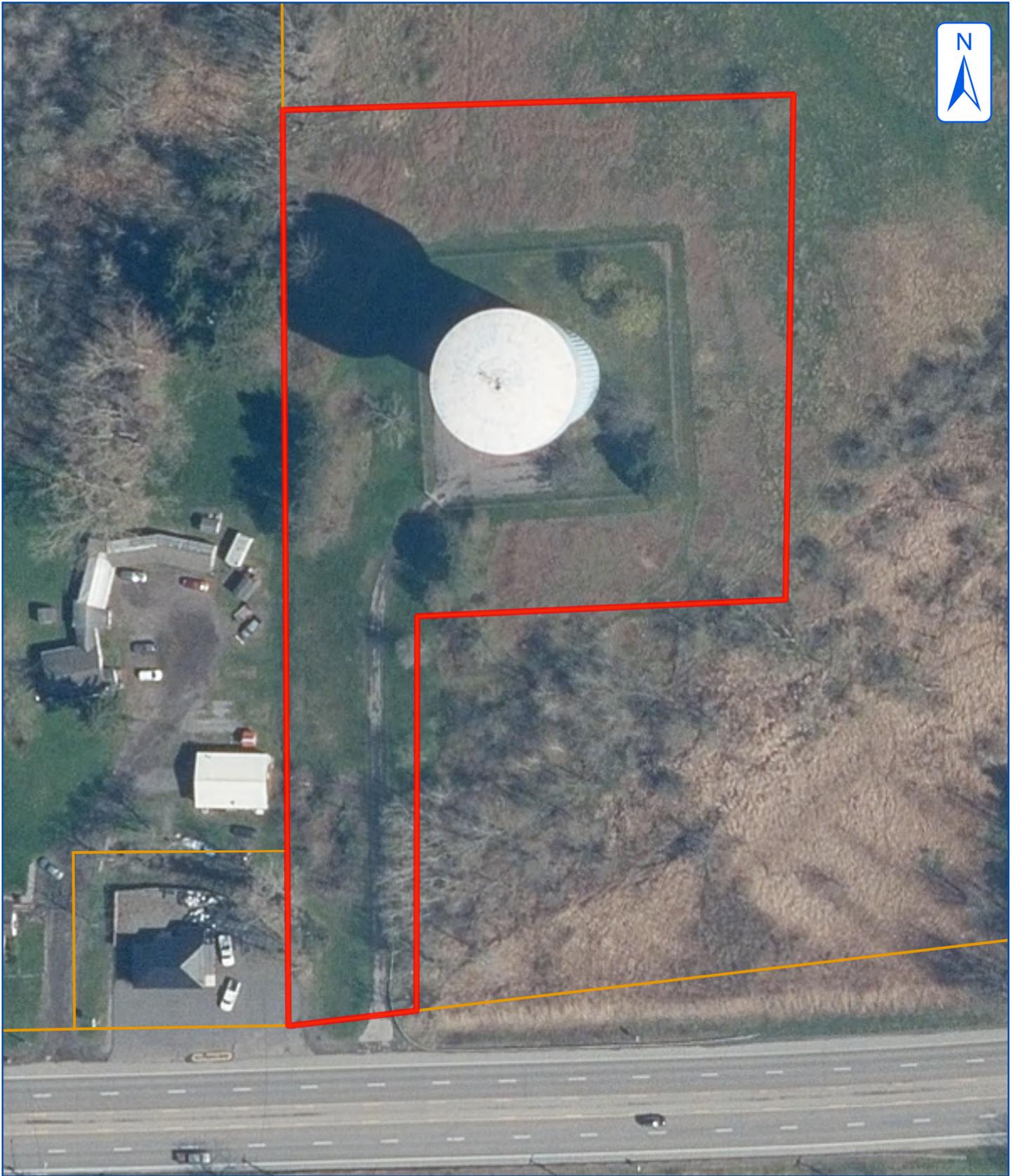
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 Parcels

**Site 11**  
**Service Center / Stephen L. Vukelic Pump Station**



Erie County Water Authority  
Buffalo, New York



**Legend**

 Parcels

**Site 12  
Sandridge Tank - Alden**



Erie County Water Authority  
Buffalo, New York



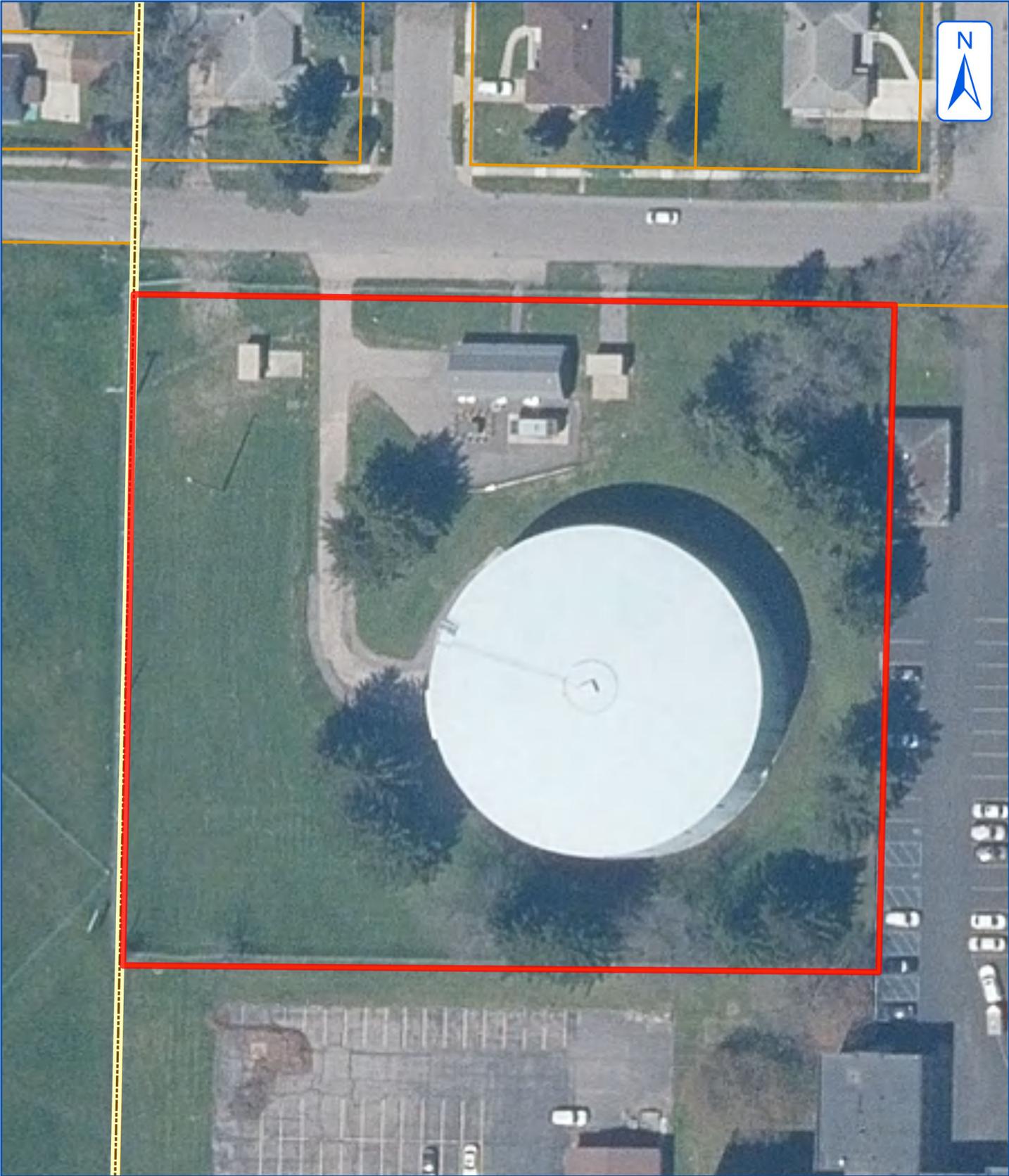
**Legend**

 Parcels

**Site 13  
Wehrle Tank**



Erie County Water Authority  
Buffalo, New York



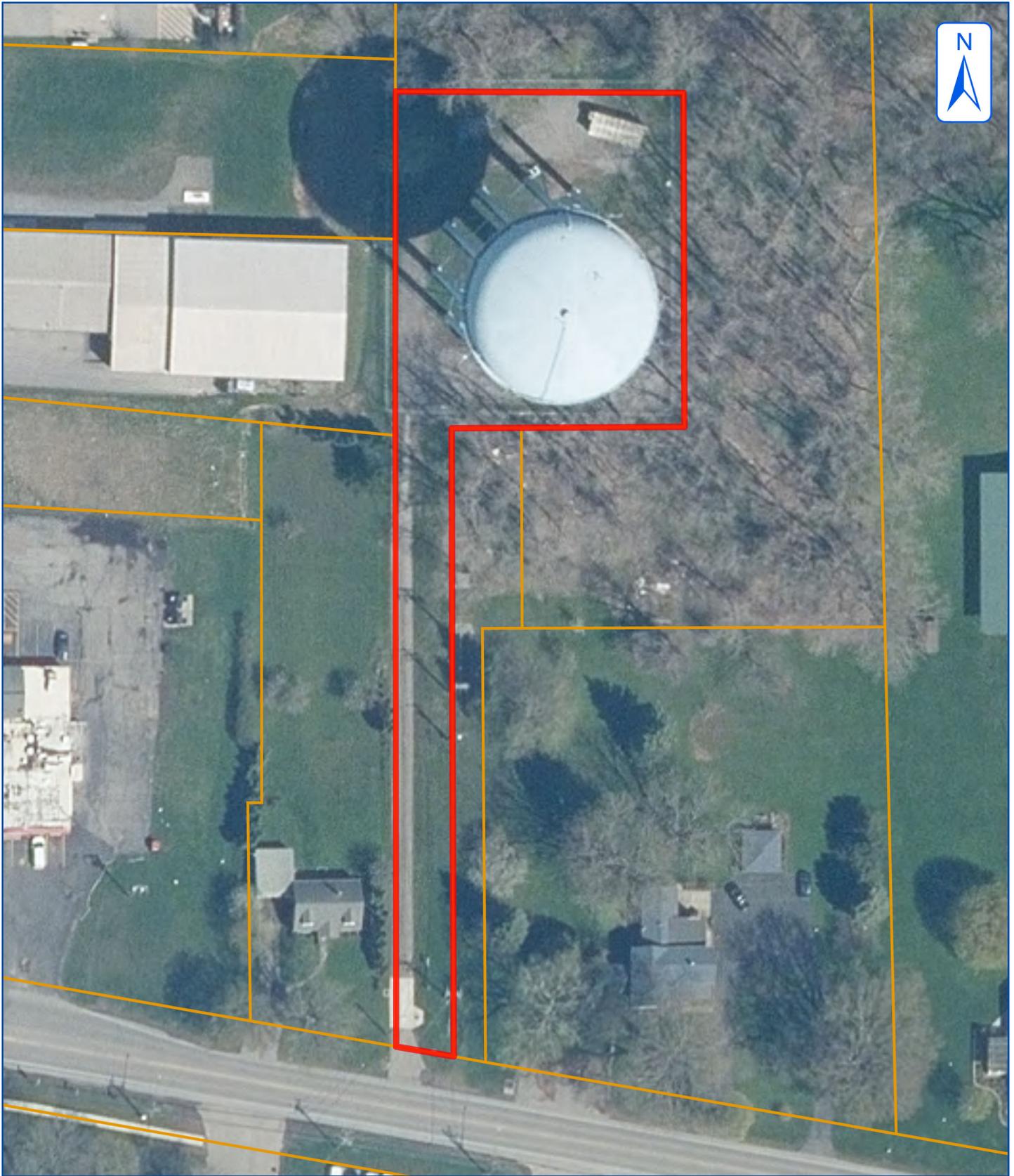
**Legend**

 Parcels

**Site 14  
Pine Hill Pump Station**



Erie County Water Authority  
Buffalo, New York



**Legend**

 Parcels

**Site 15  
Pleasantview Tank**



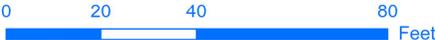
Erie County Water Authority  
Buffalo, New York



**Legend**

 Parcels

**Site 16  
Depew Pump Station  
(University Avenue)**



Erie County Water Authority  
Buffalo, New York



**Legend**

 Parcels

**Site 17**  
**Richard Ball Pump Station & Tanks**



Erie County Water Authority  
Buffalo, New York



**Legend**

 Parcels

**Site 18**  
**Van de Water Raw Water Pump Station**



Erie County Water Authority  
Buffalo, New York



**Legend**

 Parcels

**Site 19  
Van de Water Filter Plant**



Erie County Water Authority  
Buffalo, New York



**Legend**

 Parcels

**Site 20**  
**Clark Street Pump Station**



Erie County Water Authority  
Buffalo, New York



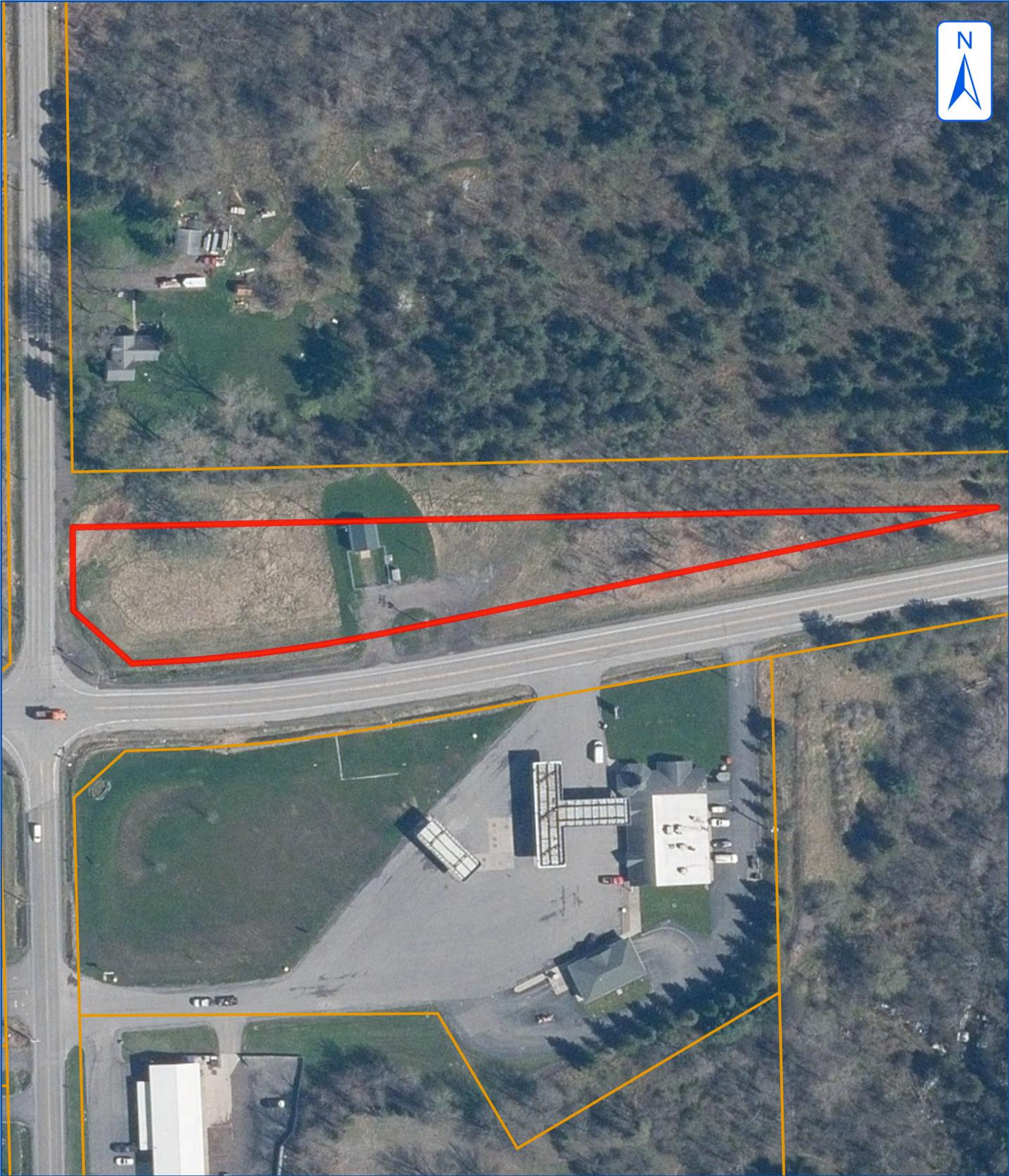
**Legend**

 Parcels

**Site 21  
Jewett-Holmwood Pump Station**



Erie County Water Authority  
Buffalo, New York



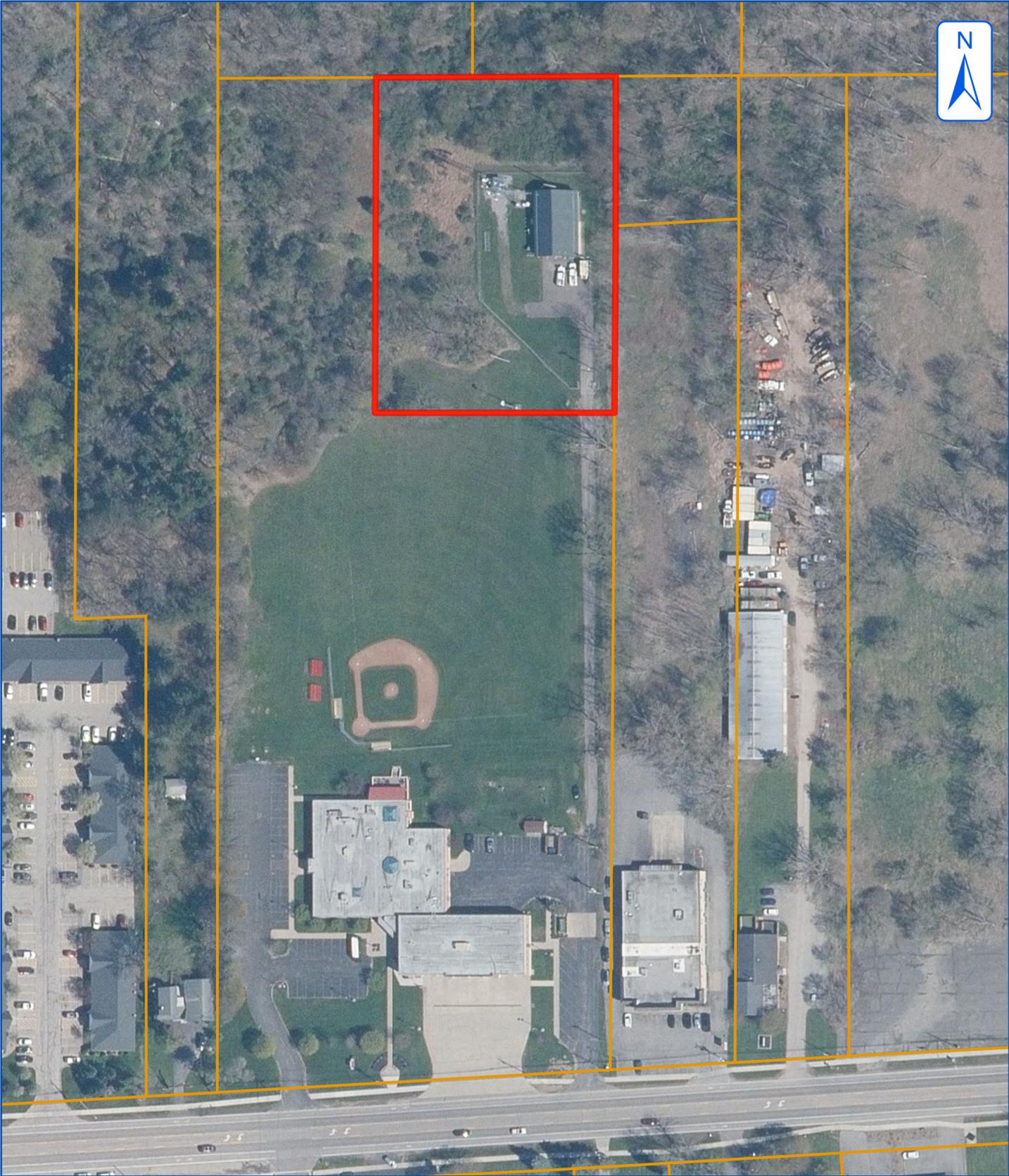
**Legend**

 Parcels

**Site 22  
Marilla Pump Station**



Erie County Water Authority  
Buffalo, New York



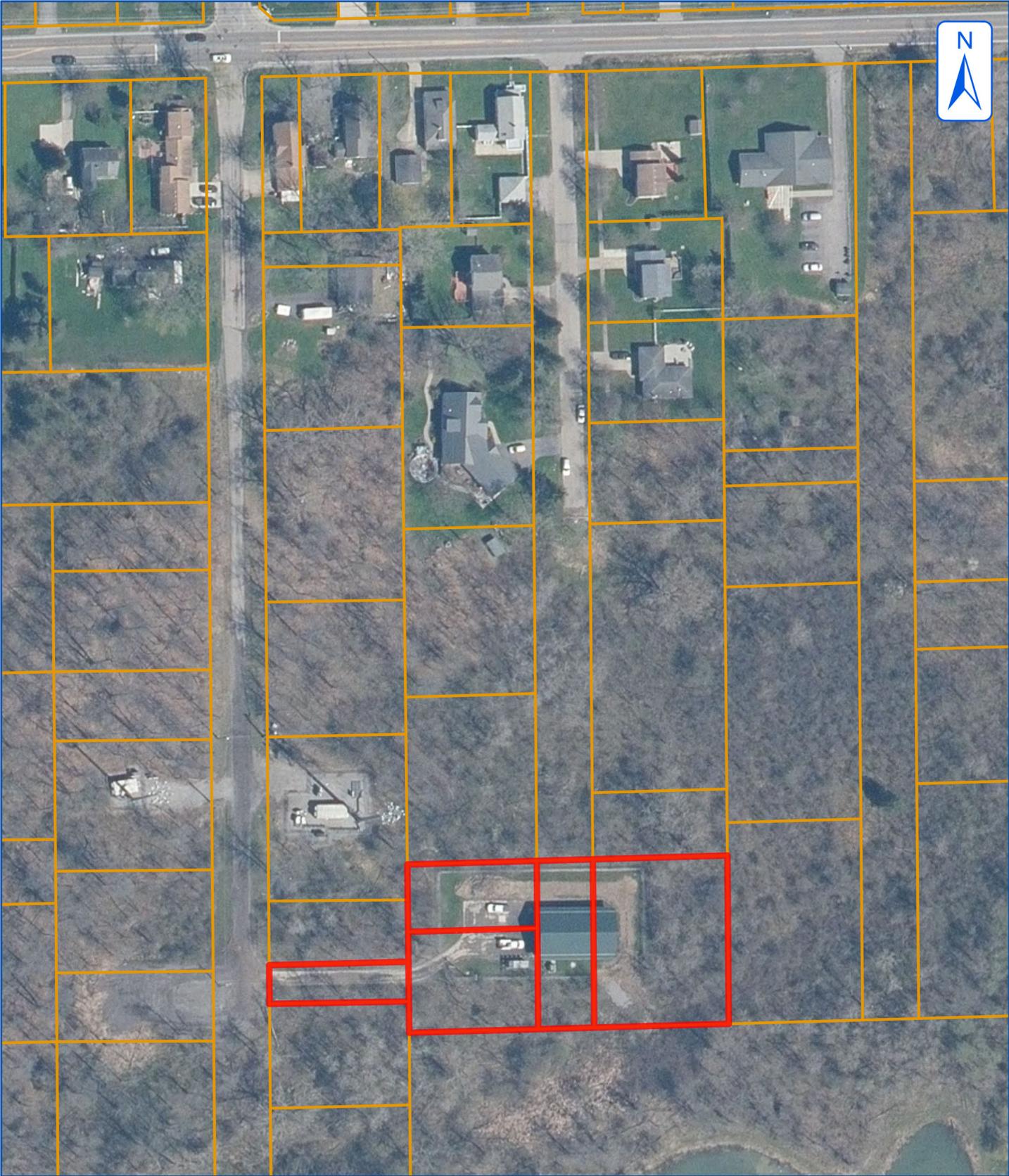
**Legend**

 Parcels

**Site 23  
Harris Hill Pump Station**



Erie County Water Authority  
Buffalo, New York



**Legend**

 Parcels

**Site 24**  
**William Street Pump Station**



Erie County Water Authority  
Buffalo, New York



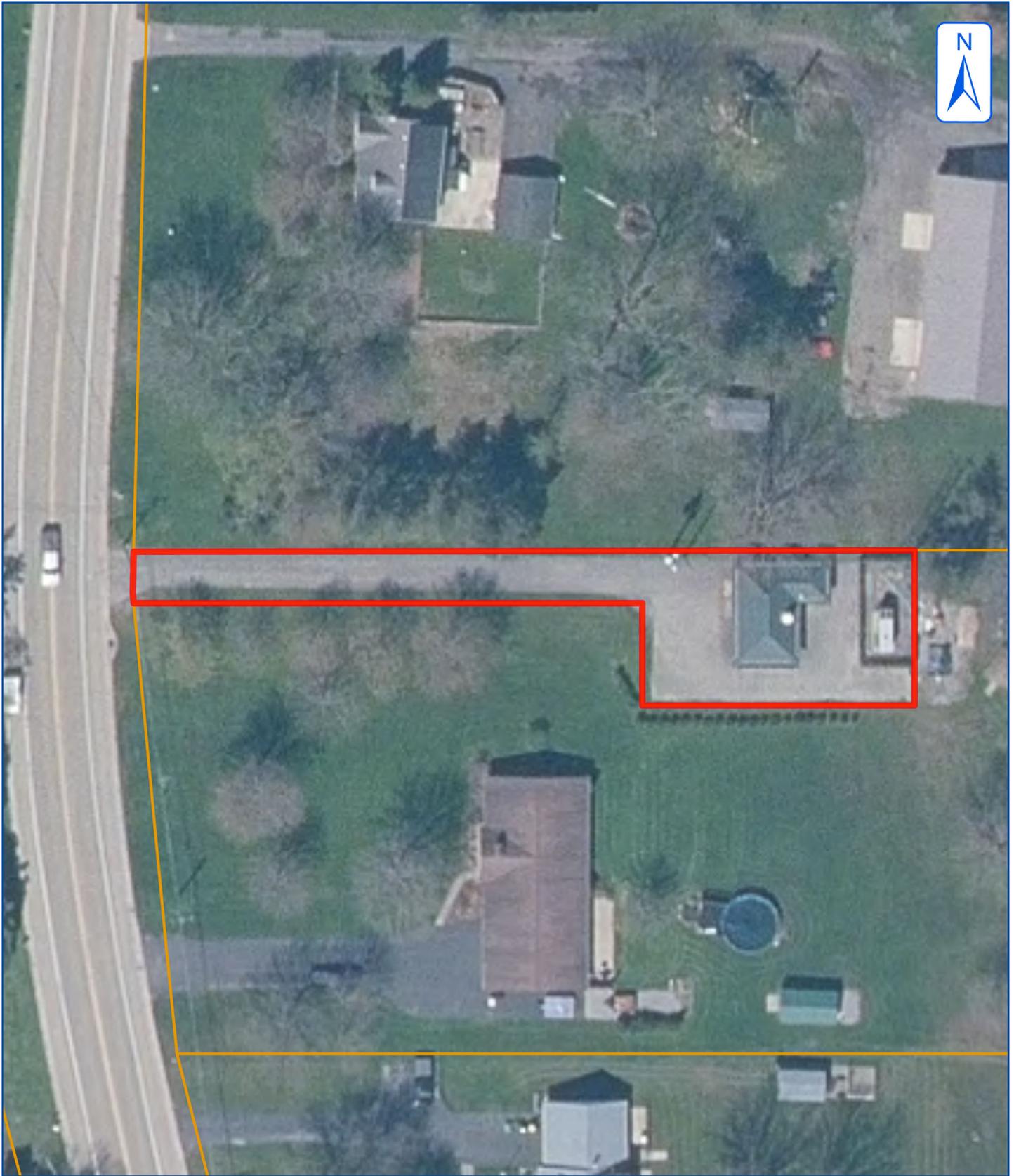
**Legend**

 Parcels

**Site 25**  
**Gartman Road Pump Station**



Erie County Water Authority  
Buffalo, New York



**Legend**

 Parcels

**Site 26**  
**Eden 1 Pump Station**



Erie County Water Authority  
Buffalo, New York



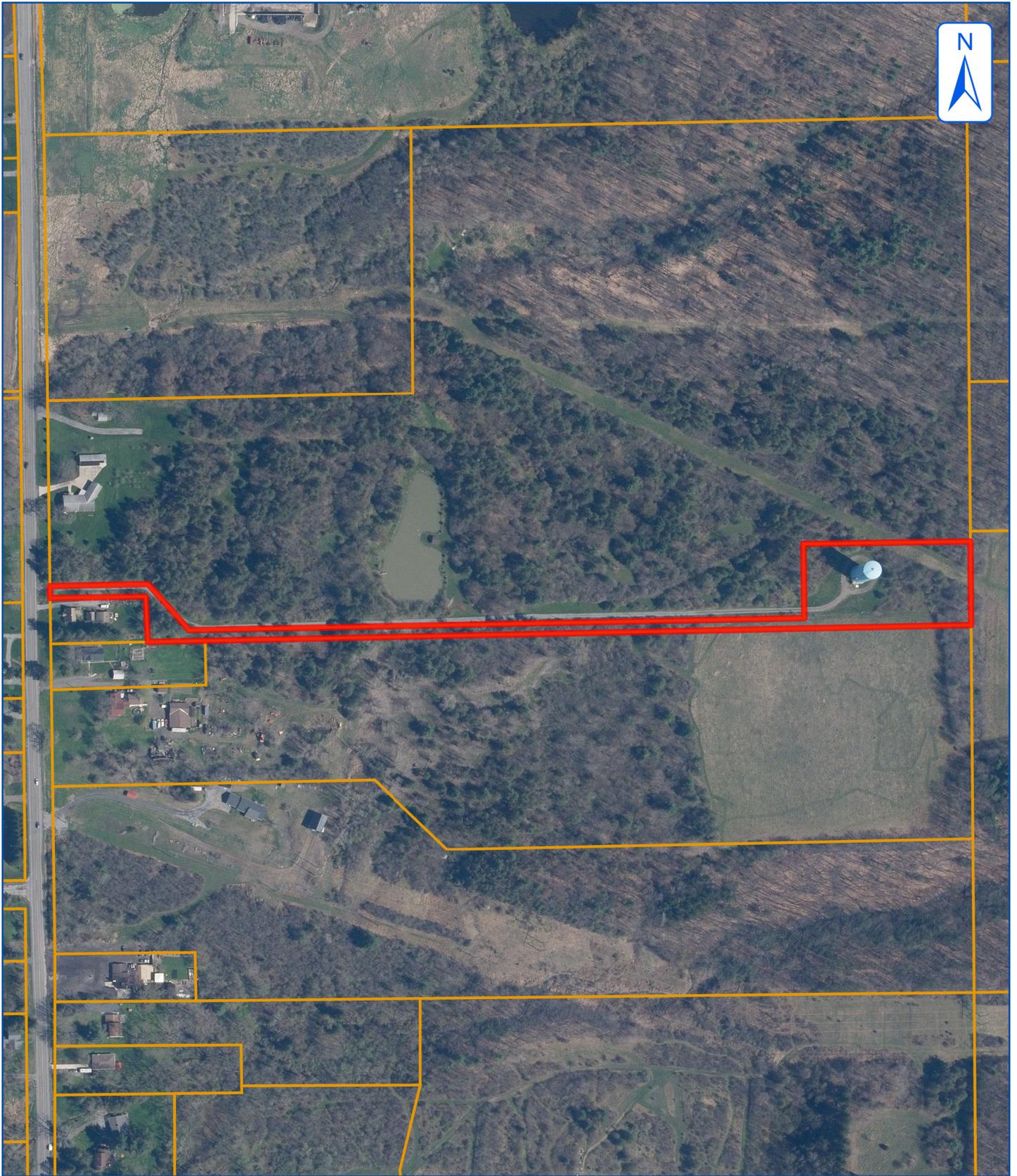
**Legend**

 Parcels

**Site 27**  
**Eden 2 Pump Station & Tank**



Erie County Water Authority  
Buffalo, New York



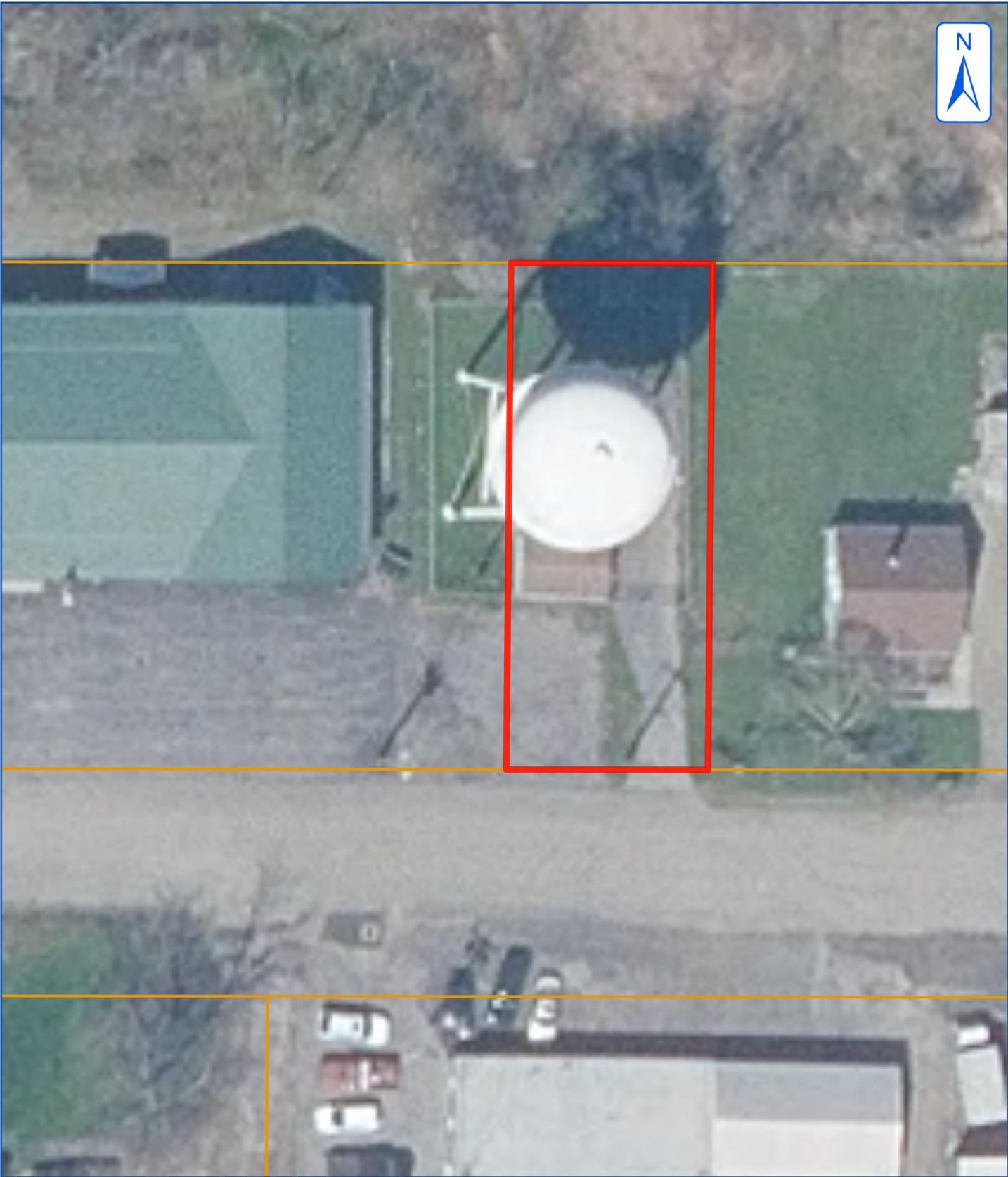
**Legend**

 Parcels

**Site 28  
Marilla Tank**



Erie County Water Authority  
Buffalo, New York



**Legend**

 Parcels

**Site 29**  
**Eden 3 Pump Station & Tank**



Erie County Water Authority  
Buffalo, New York



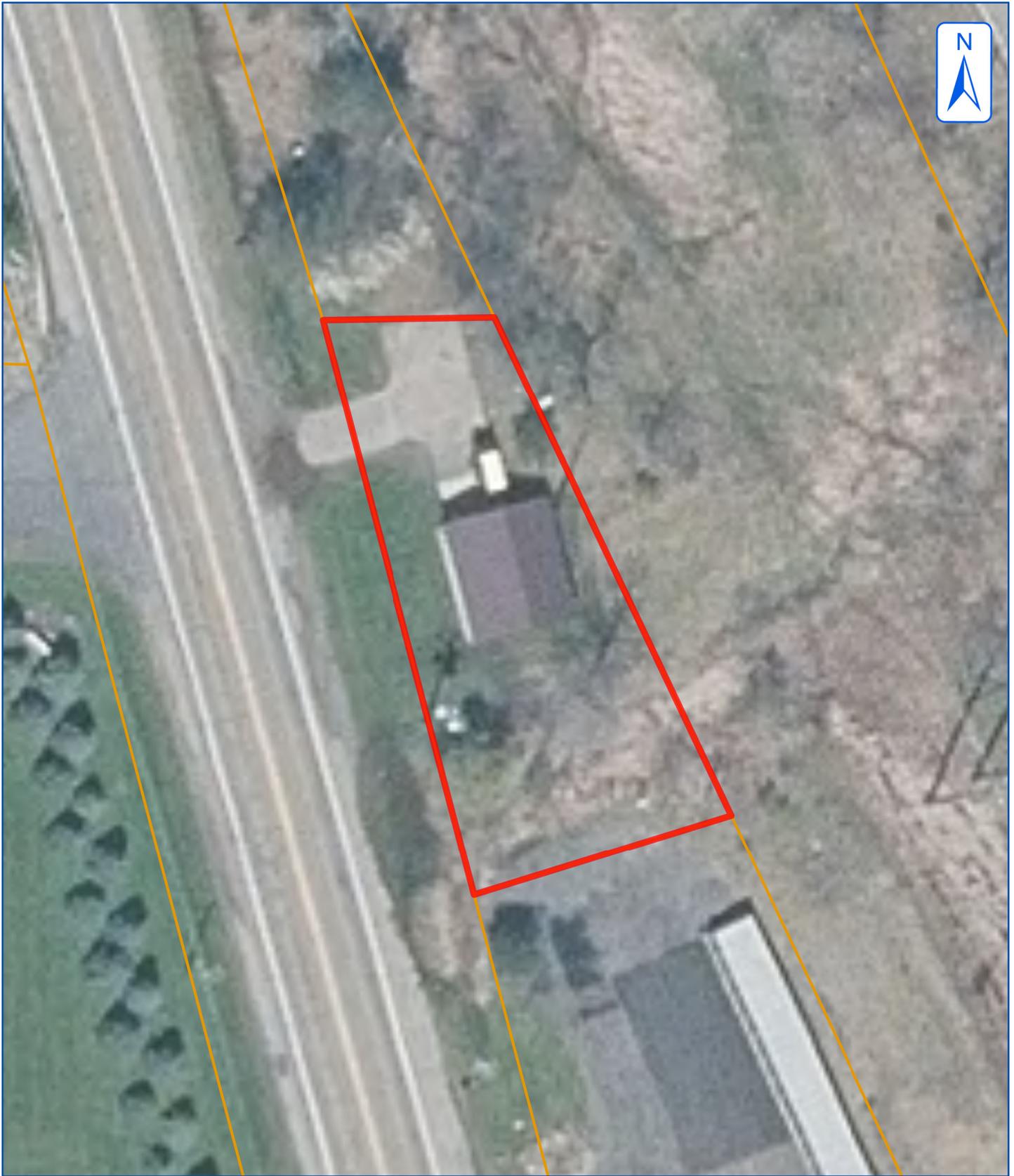
**Legend**

 Parcels

**Site 30  
Eden 4 Tank**



Erie County Water Authority  
Buffalo, New York



**Legend**

 Parcels

**Site 31**  
**North Boston Pump Station**



Erie County Water Authority  
Buffalo, New York



**Legend**

 Parcels

**Site 32  
Crestwood Tank**



Erie County Water Authority  
Buffalo, New York



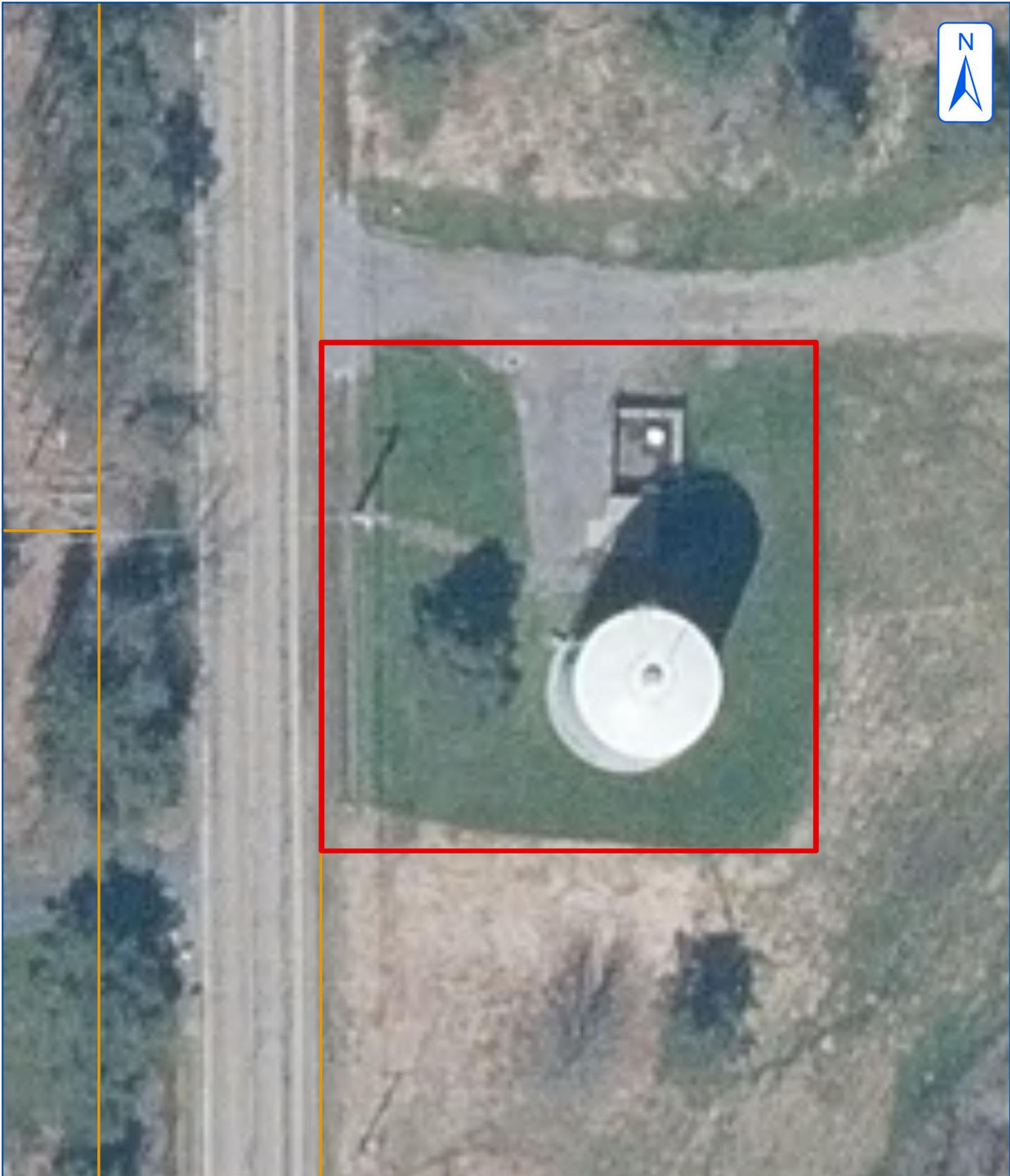
**Legend**

 Parcels

**Site 33**  
**Keller Road Pump Station**



Erie County Water Authority  
Buffalo, New York



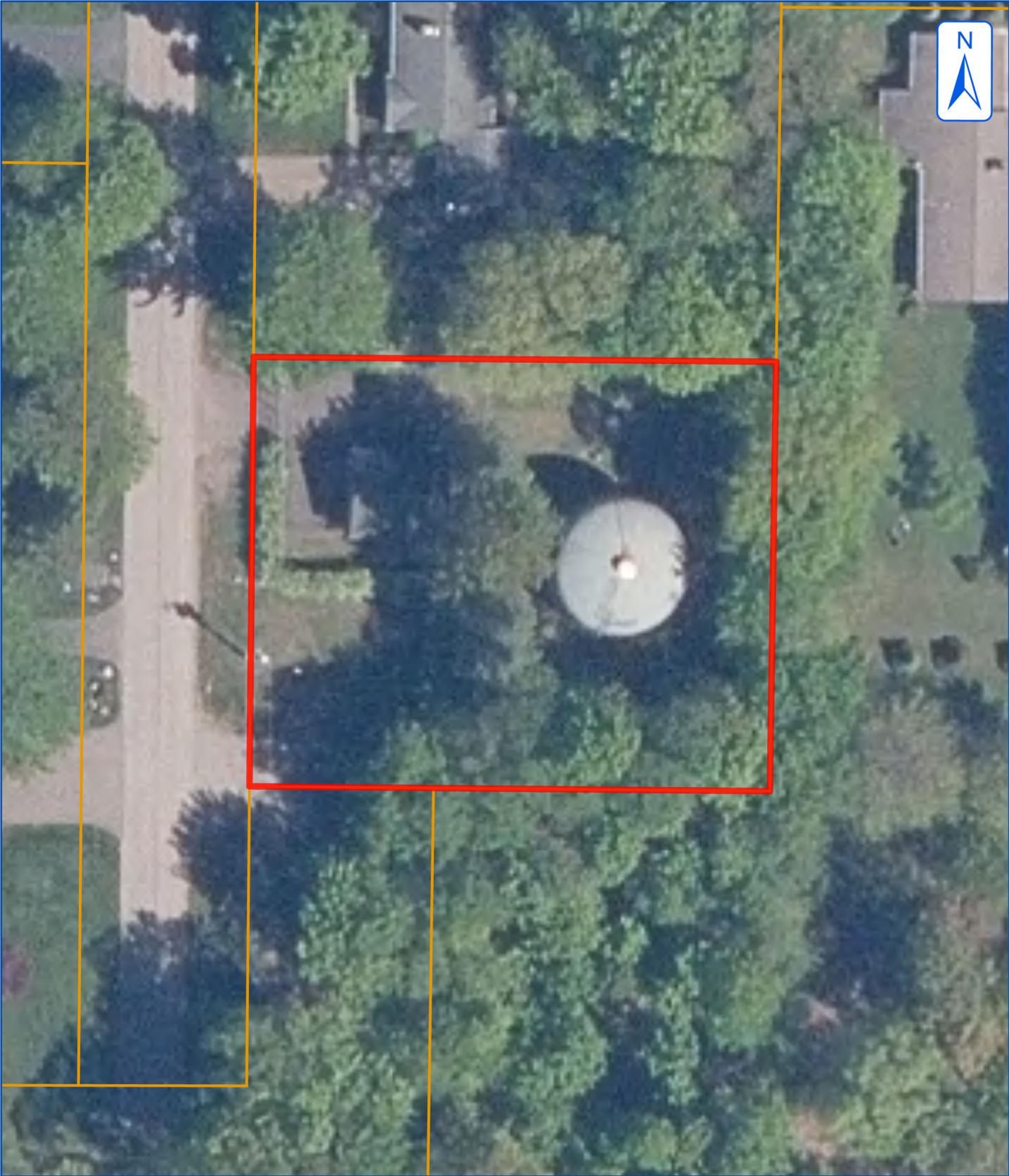
**Legend**

 Parcels

**Site 34  
Rice Hill Tank**



Erie County Water Authority  
Buffalo, New York



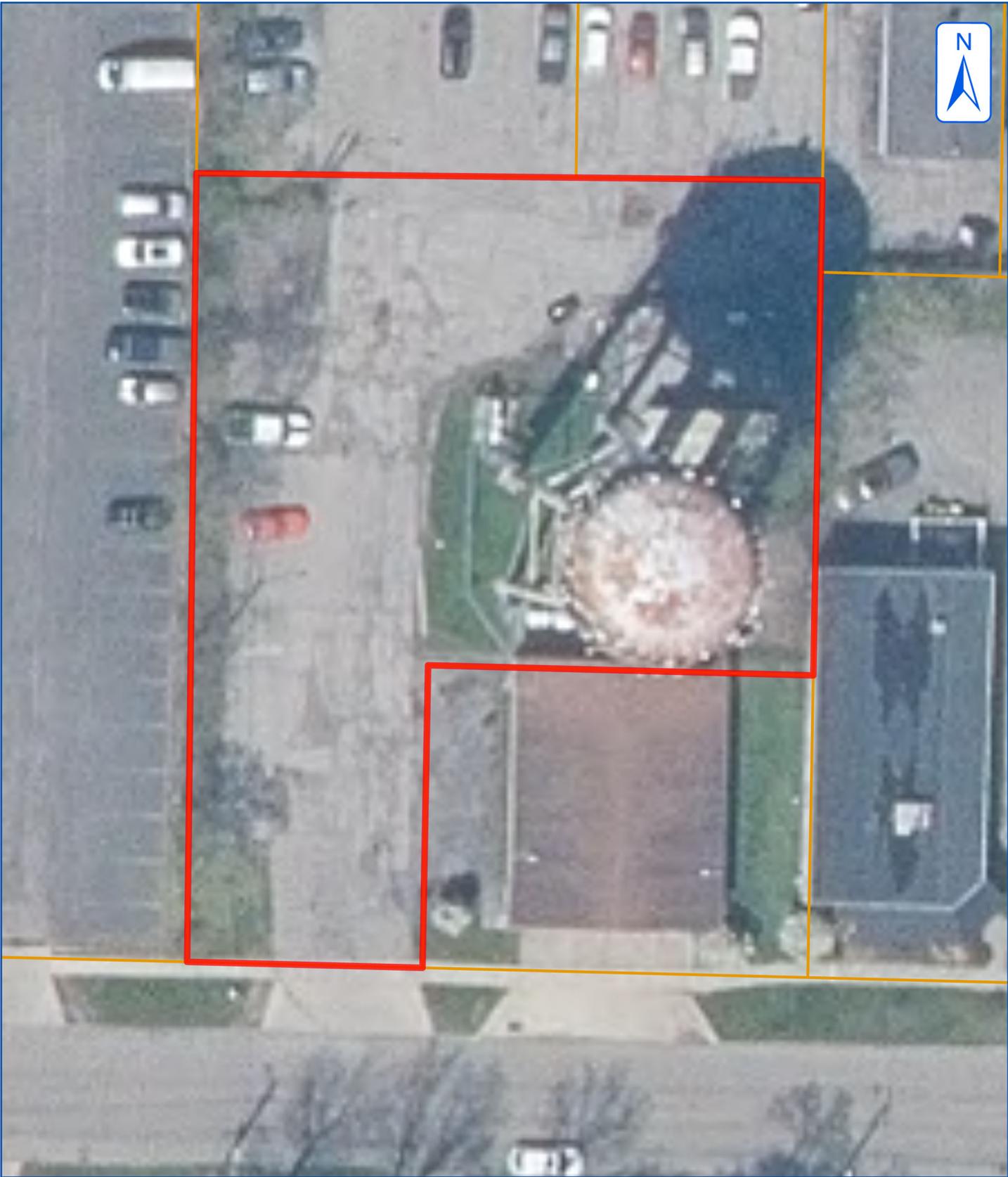
**Legend**

 Parcels

**Site 35  
Violet Street Pump Station & Tank**



Erie County Water Authority  
Buffalo, New York



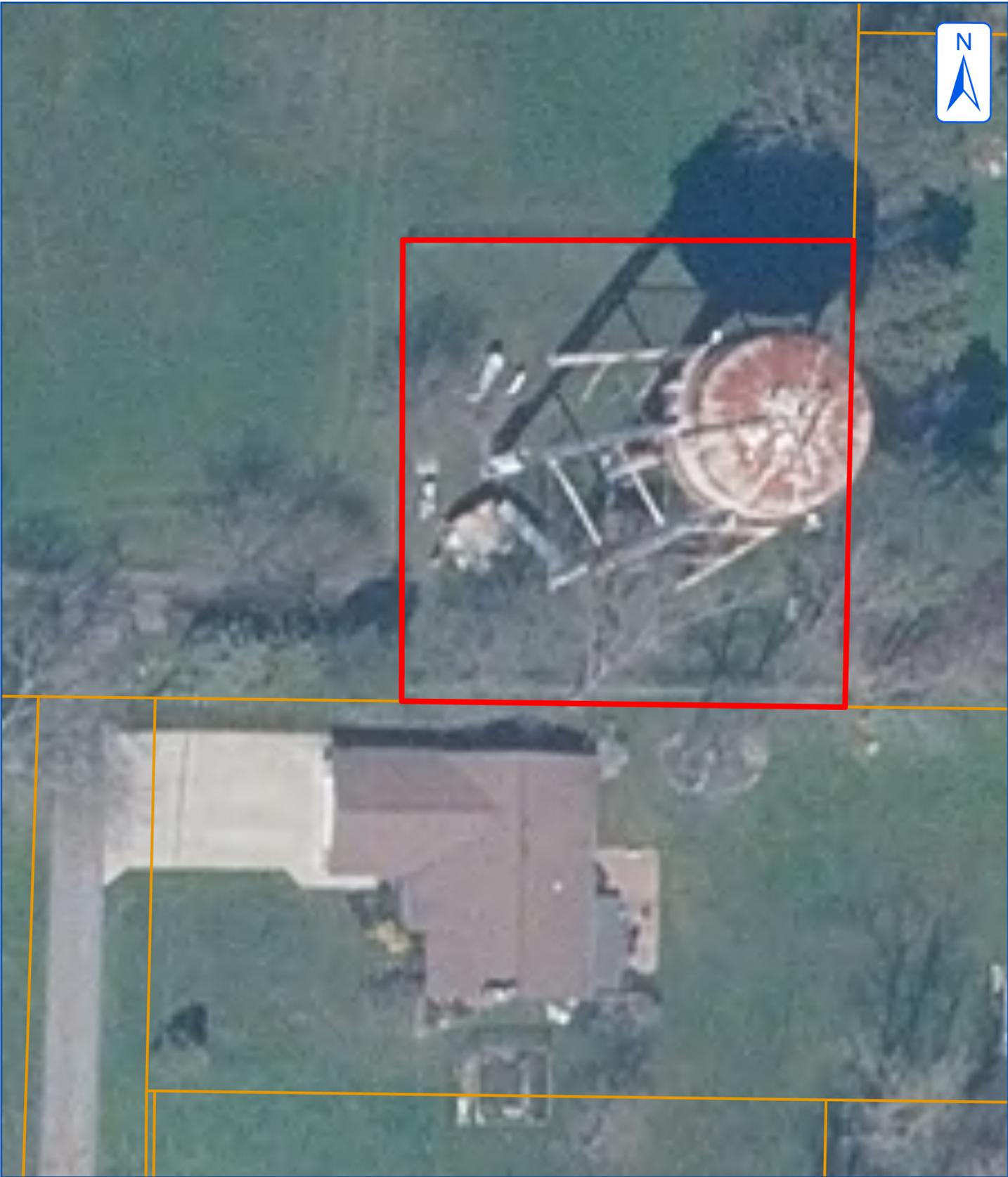
**Legend**

 Parcels

**Site 36  
Long Street Tank**



Erie County Water Authority  
Buffalo, New York



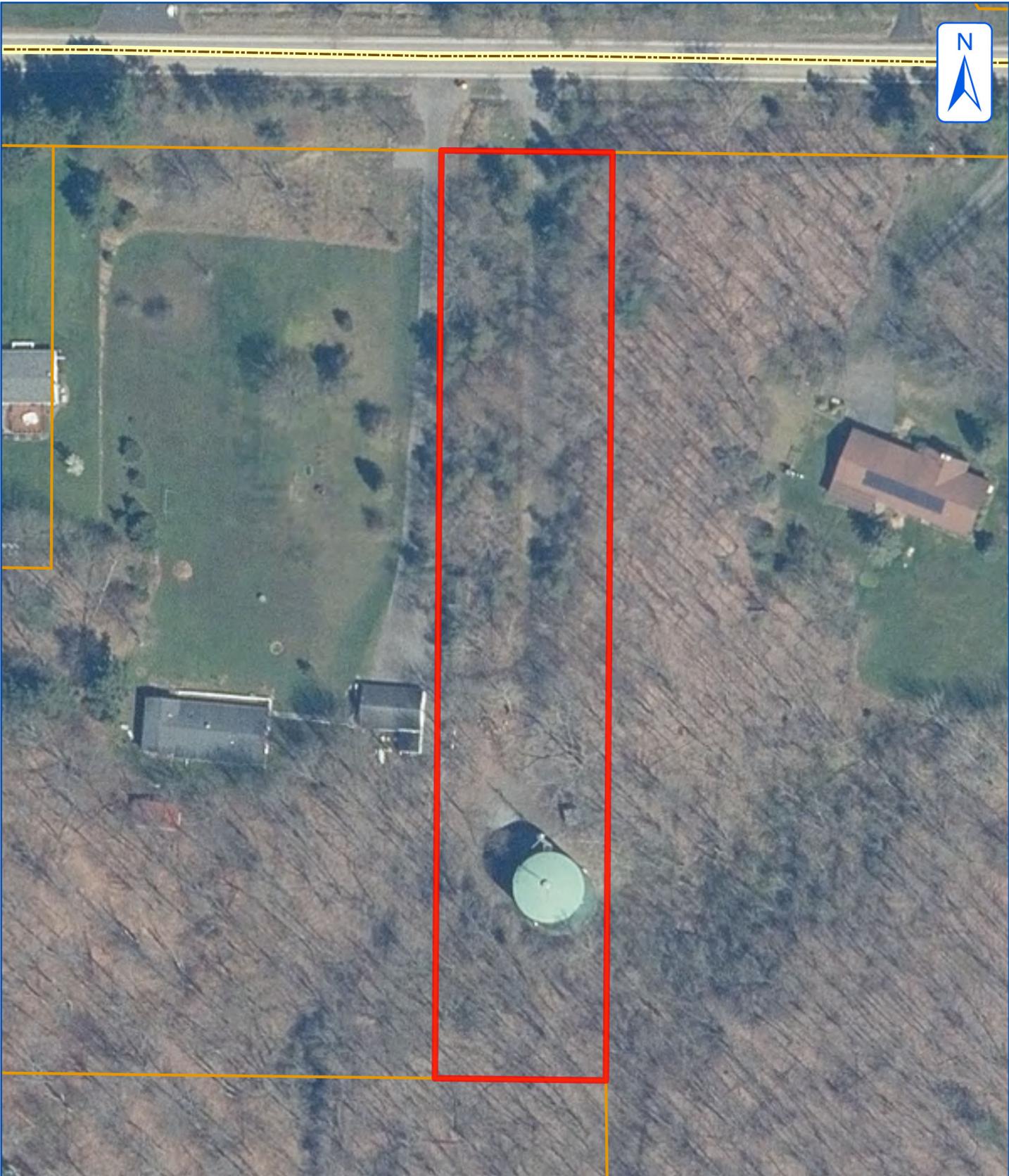
**Legend**

 Parcels

**Site 37  
Janice Street Tank**



Erie County Water Authority  
Buffalo, New York



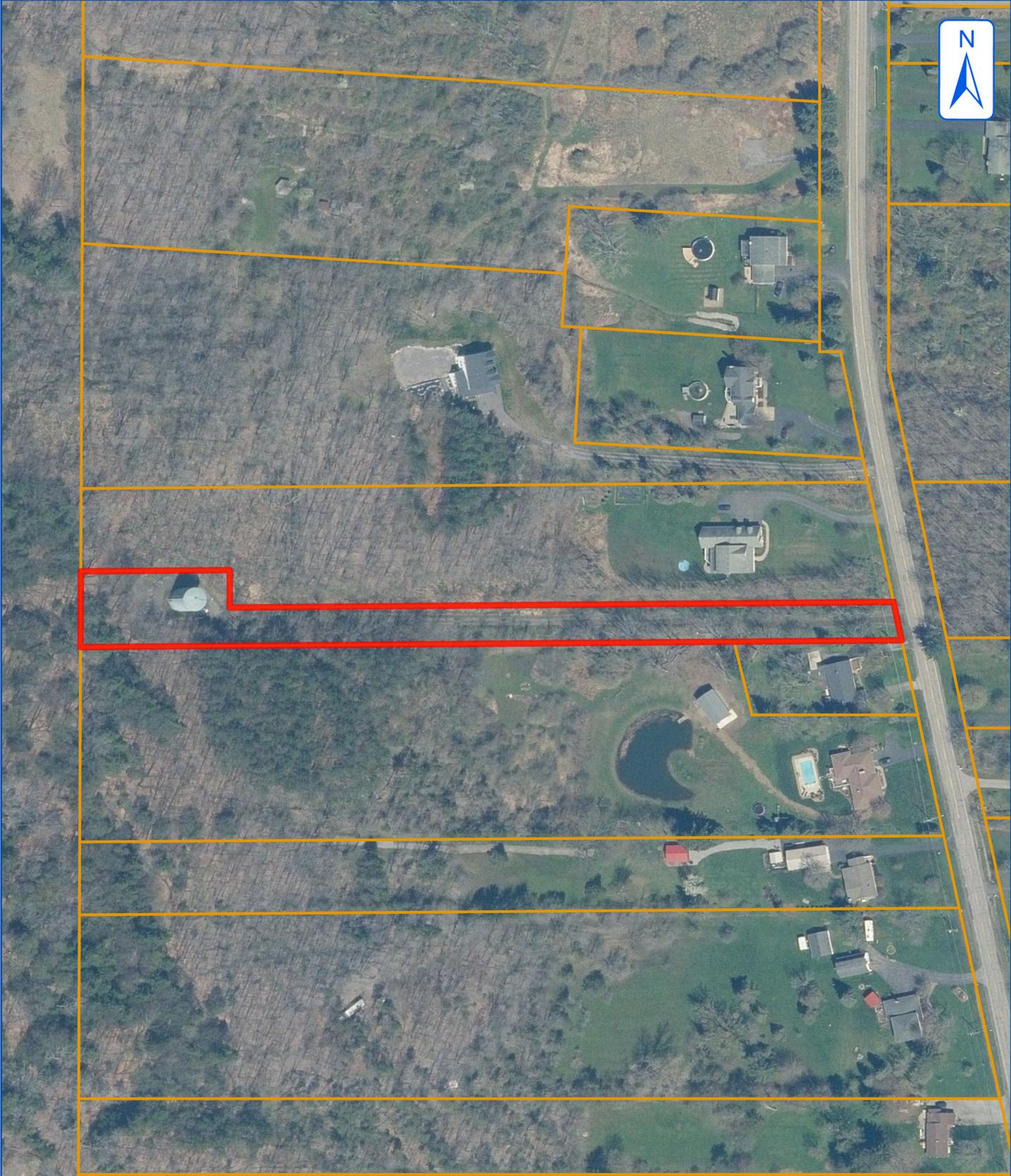
**Legend**

 Parcels

**Site 38  
Ward Road Tank**



Erie County Water Authority  
Buffalo, New York



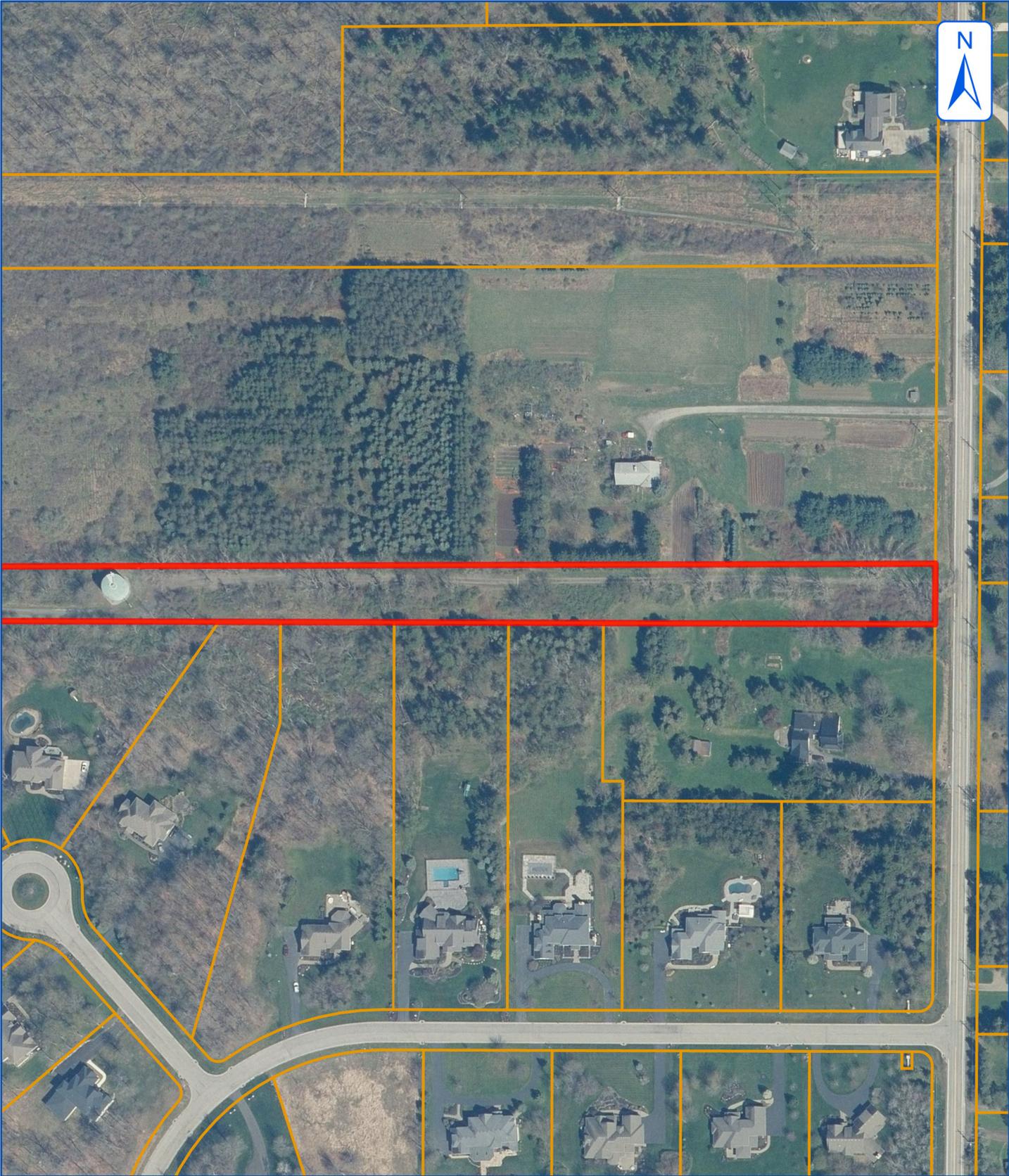
**Legend**

 Parcels

**Site 39  
Scherff Road Tank**



Erie County Water Authority  
Buffalo, New York



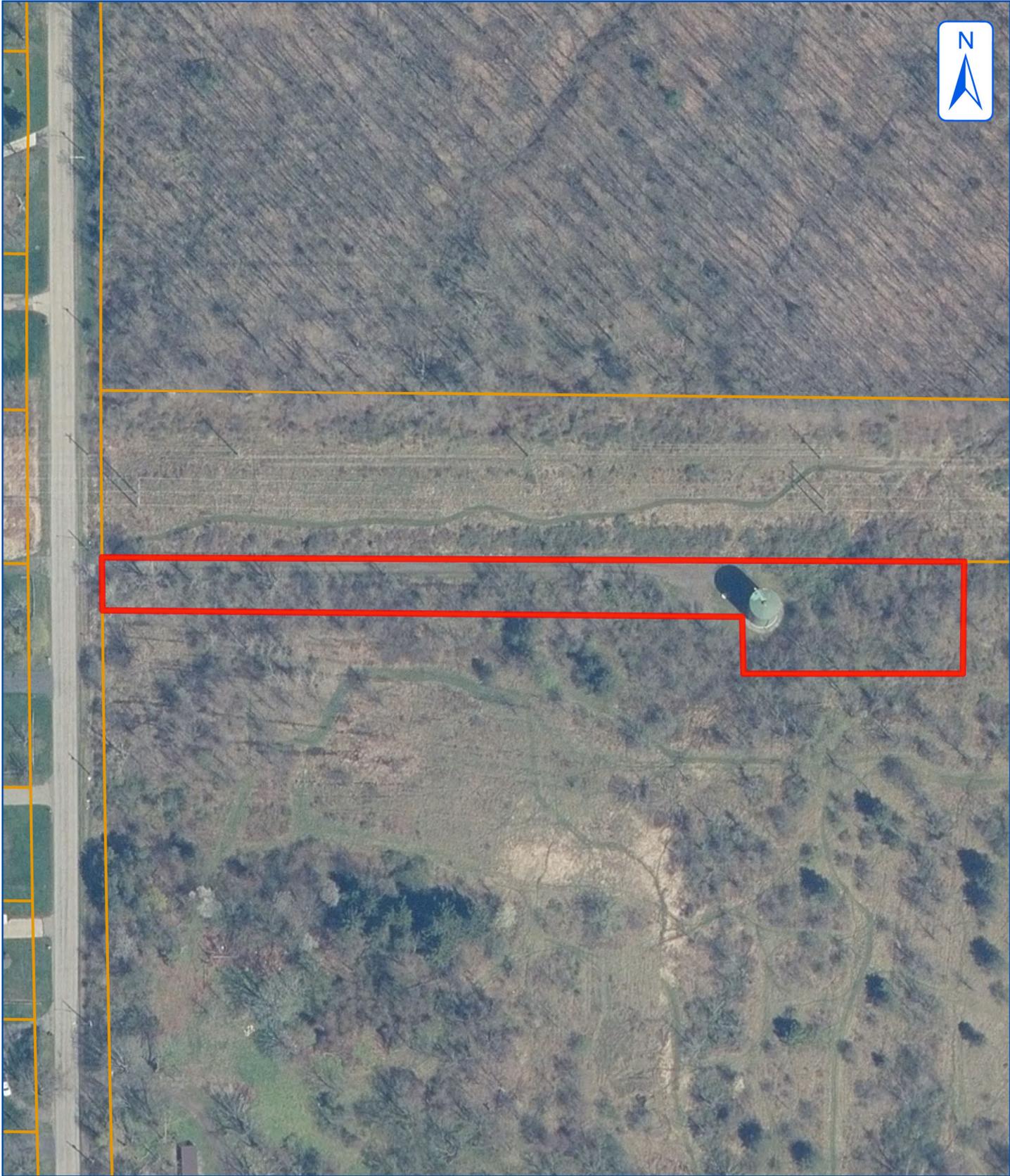
**Legend**

 Parcels

**Site 40  
Cole Road Tank**



Erie County Water Authority  
Buffalo, New York



**Legend**

 Parcels

**Site 41  
Benning Road Tank**



Erie County Water Authority  
Buffalo, New York



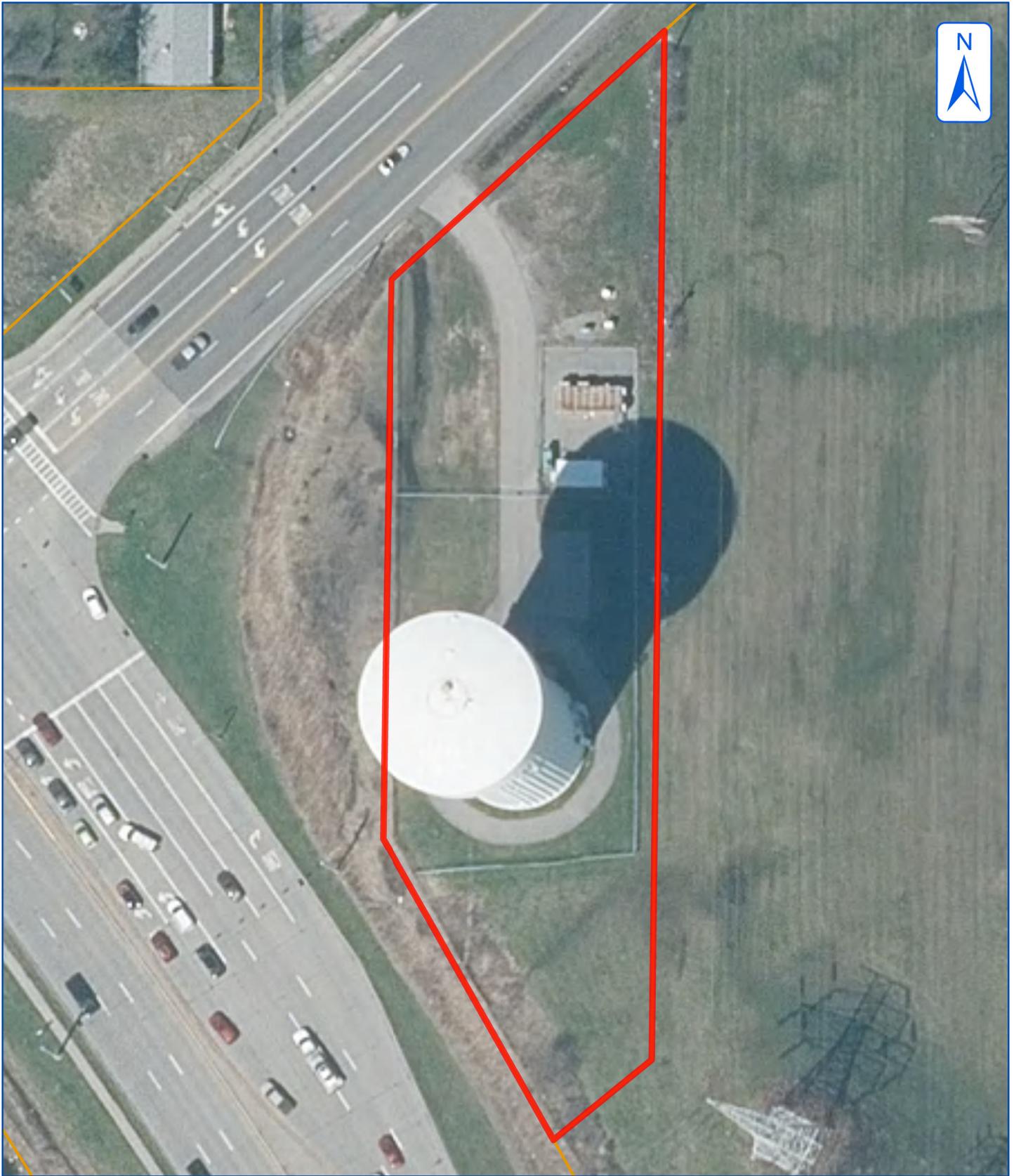
**Legend**

 Parcels

**Site 42**  
**Veterans Park Pump Station & Tank**



Erie County Water Authority  
Buffalo, New York



**Legend**

 Parcels

**Site 43  
Colvin Tank**



Erie County Water Authority  
Buffalo, New York



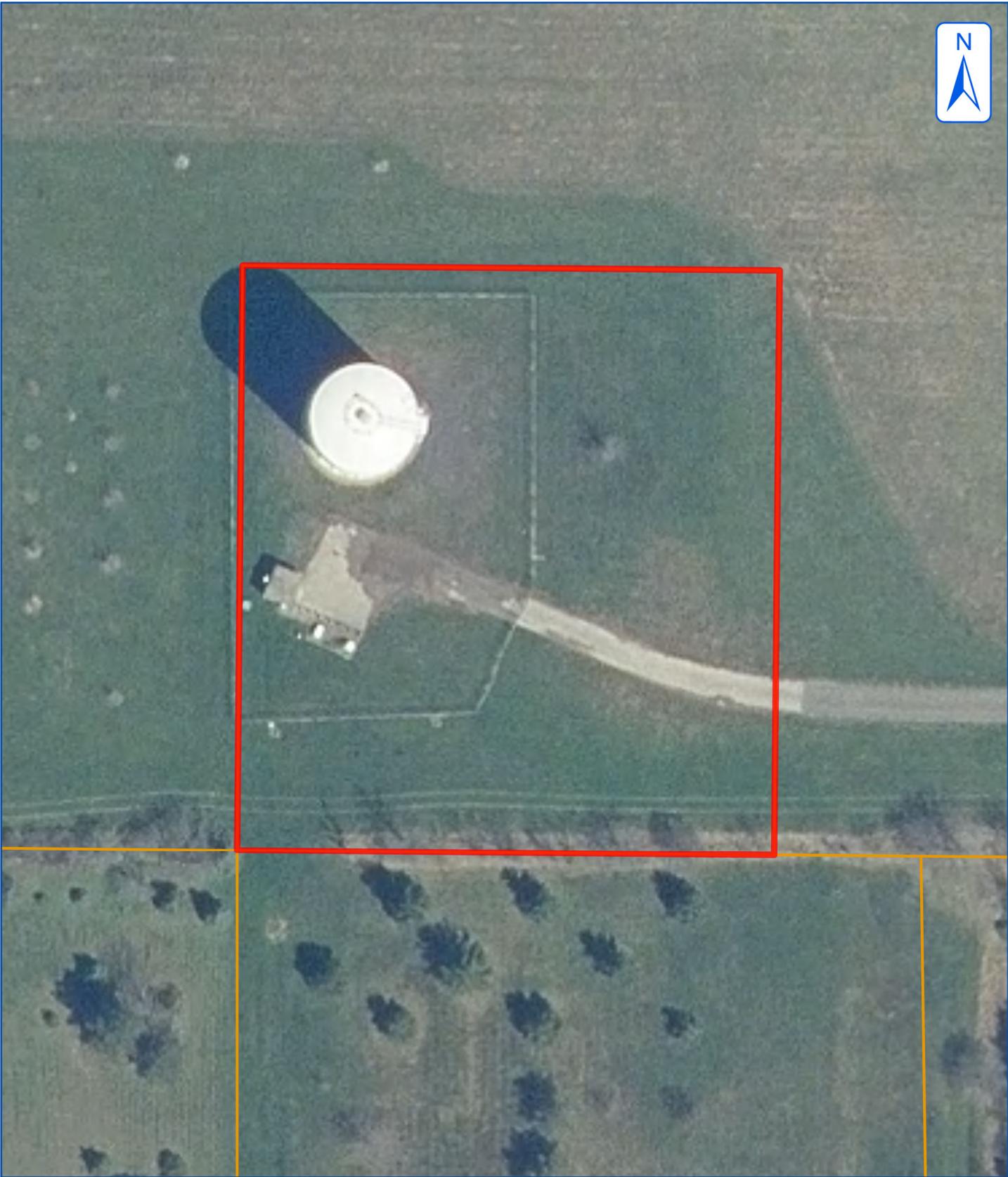
**Legend**

 Parcels

**Site 44**  
**Trevett Road Pump Station**



Erie County Water Authority  
Buffalo, New York



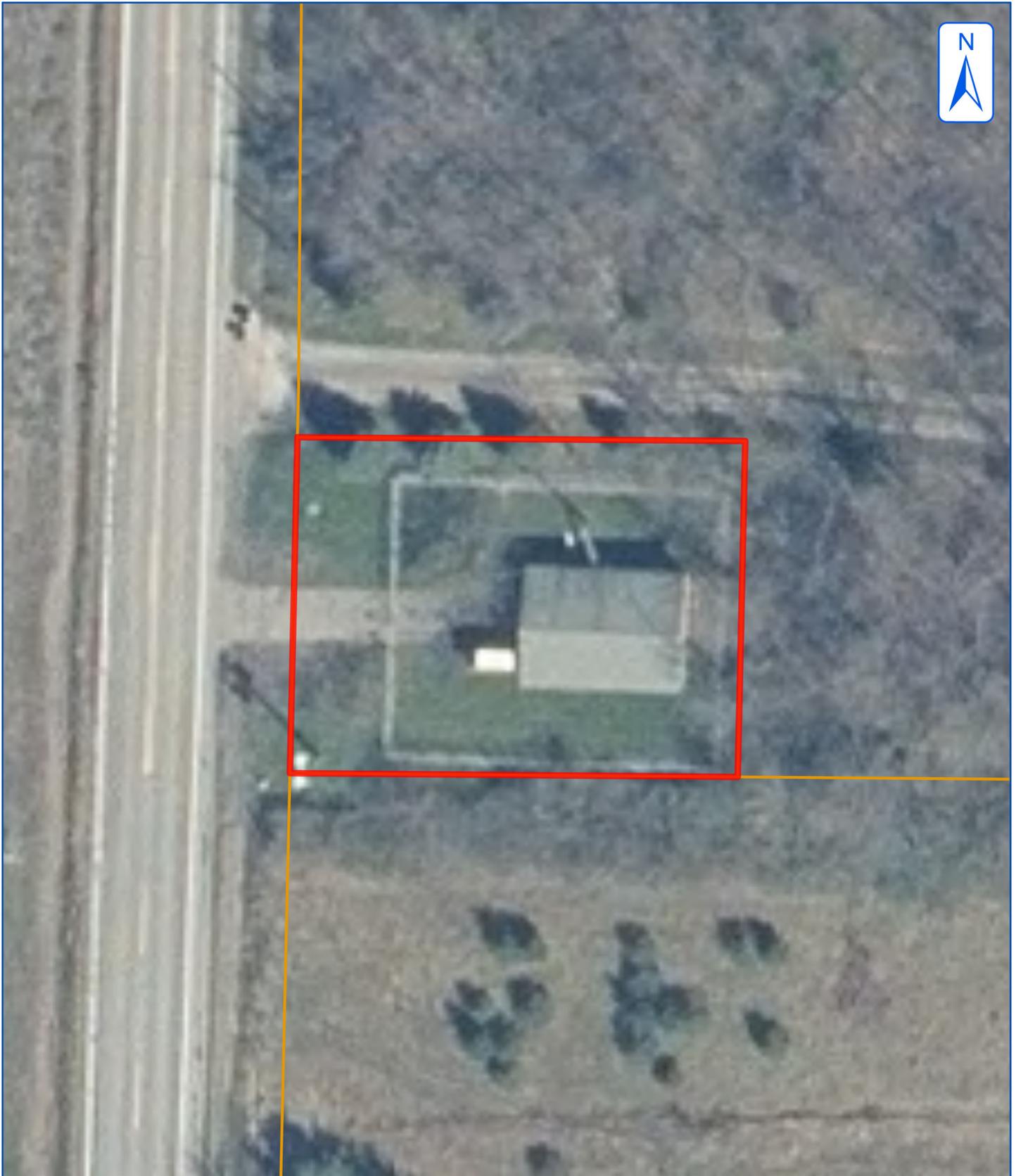
**Legend**

 Parcels

**Site 45  
Wohlhueter Road Tank**



Erie County Water Authority  
Buffalo, New York



**Legend**

 Parcels

**Site 46**  
**East Hill Pump Station**



Erie County Water Authority  
Buffalo, New York



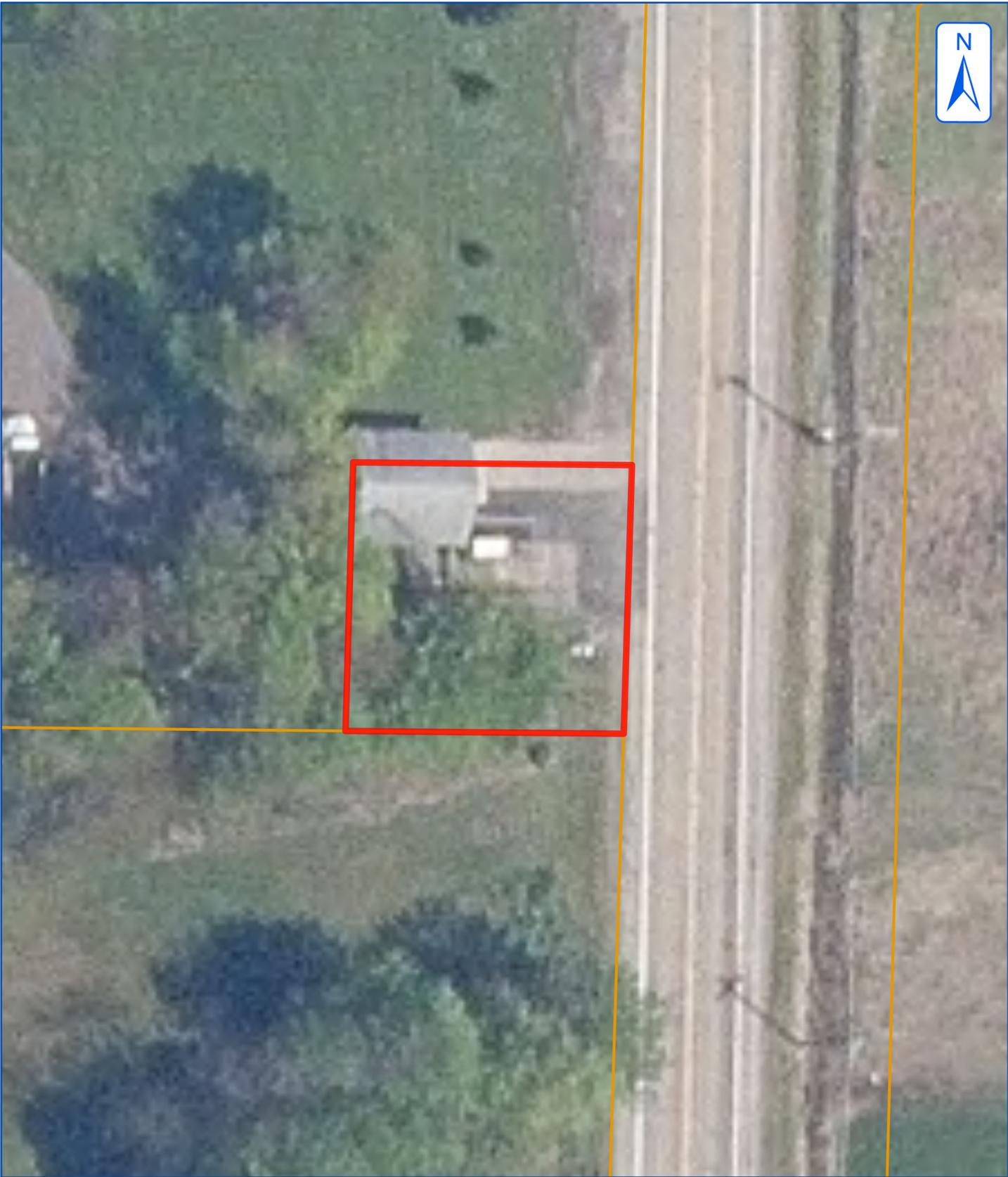
**Legend**

 Parcels

**Site 47  
Kulp Road Tank**



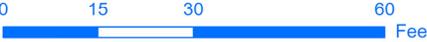
Erie County Water Authority  
Buffalo, New York



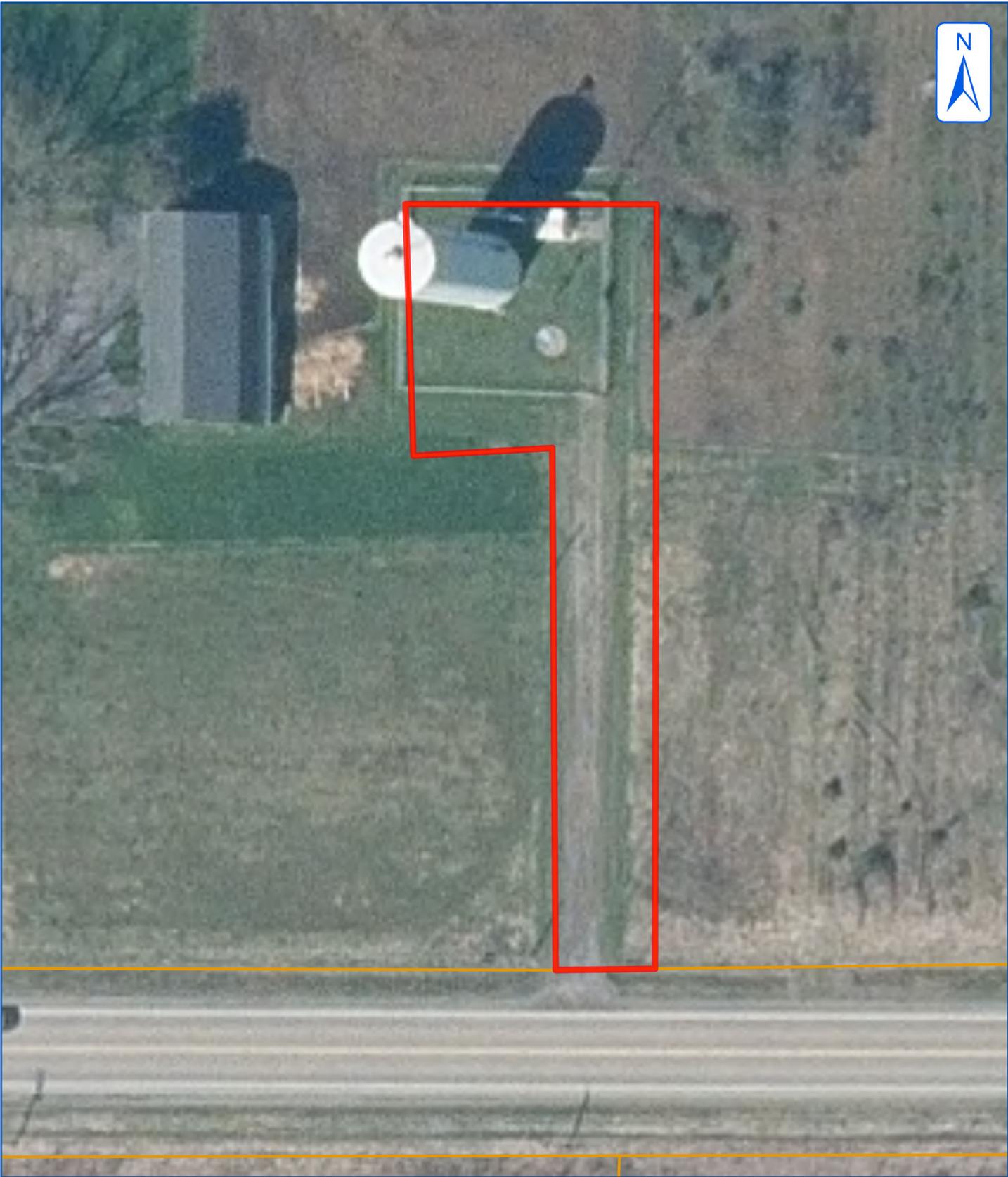
**Legend**

 Parcels

**Site 48  
Jennings Road Pump Station**



Erie County Water Authority  
Buffalo, New York



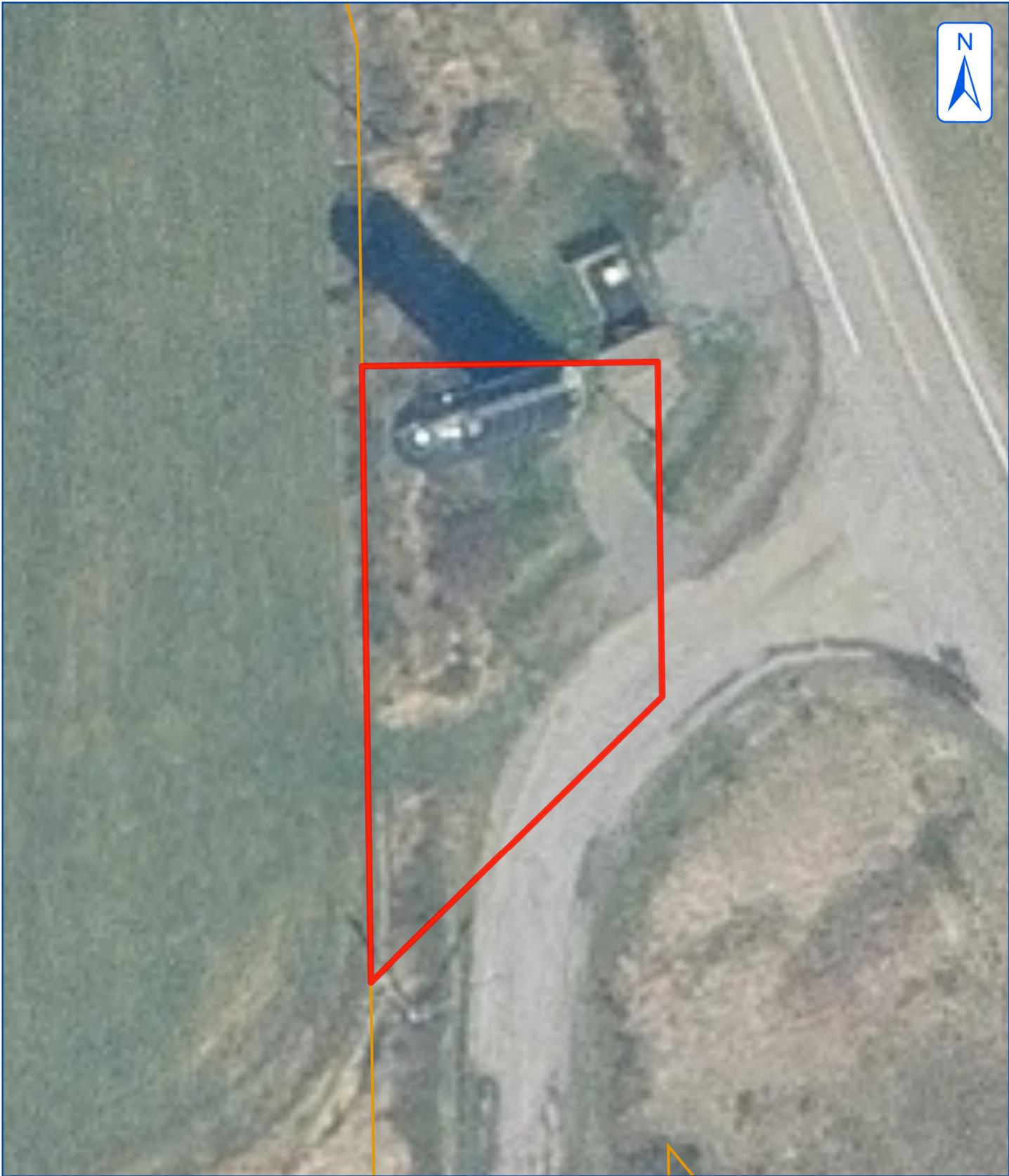
**Legend**

 Parcels

**Site 49**  
**East Church Street Tank**



Erie County Water Authority  
Buffalo, New York



**Legend**

 Parcels

**Site 50  
Trevett Road Tank**



Erie County Water Authority  
Buffalo, New York



**Legend**

 Parcels

**Site 51  
Emery Pump Station & Tank**



Erie County Water Authority  
Buffalo, New York



**Legend**

 Parcels

**Site 52**  
**Aurora Pump Station & Tank**



Erie County Water Authority  
Buffalo, New York



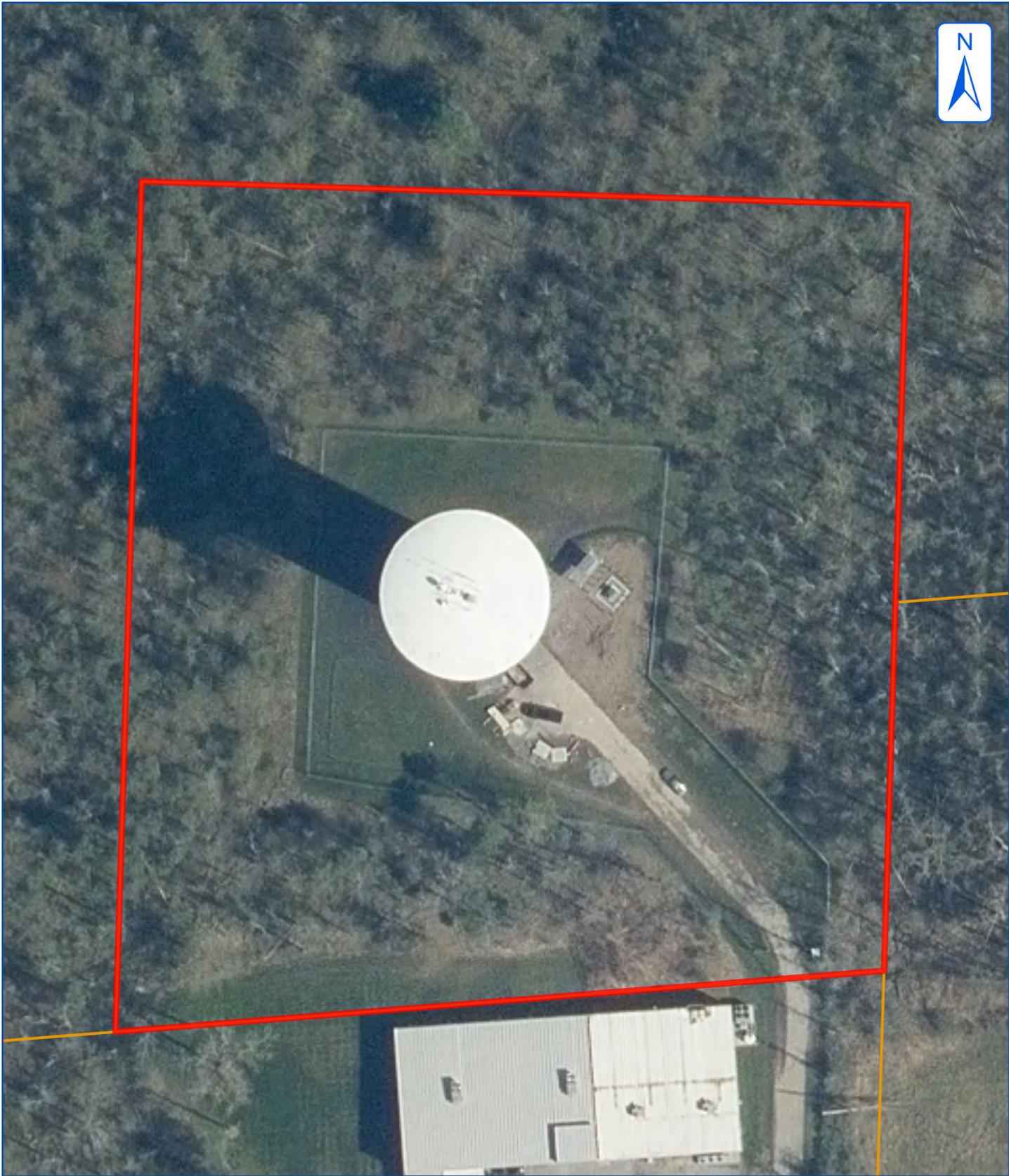
**Legend**

 Parcels

**Site 53  
Griffin Mills Pump Station**



Erie County Water Authority  
Buffalo, New York



**Legend**

 Parcels

**Site 54  
Newstead Tank**



Erie County Water Authority  
Buffalo, New York



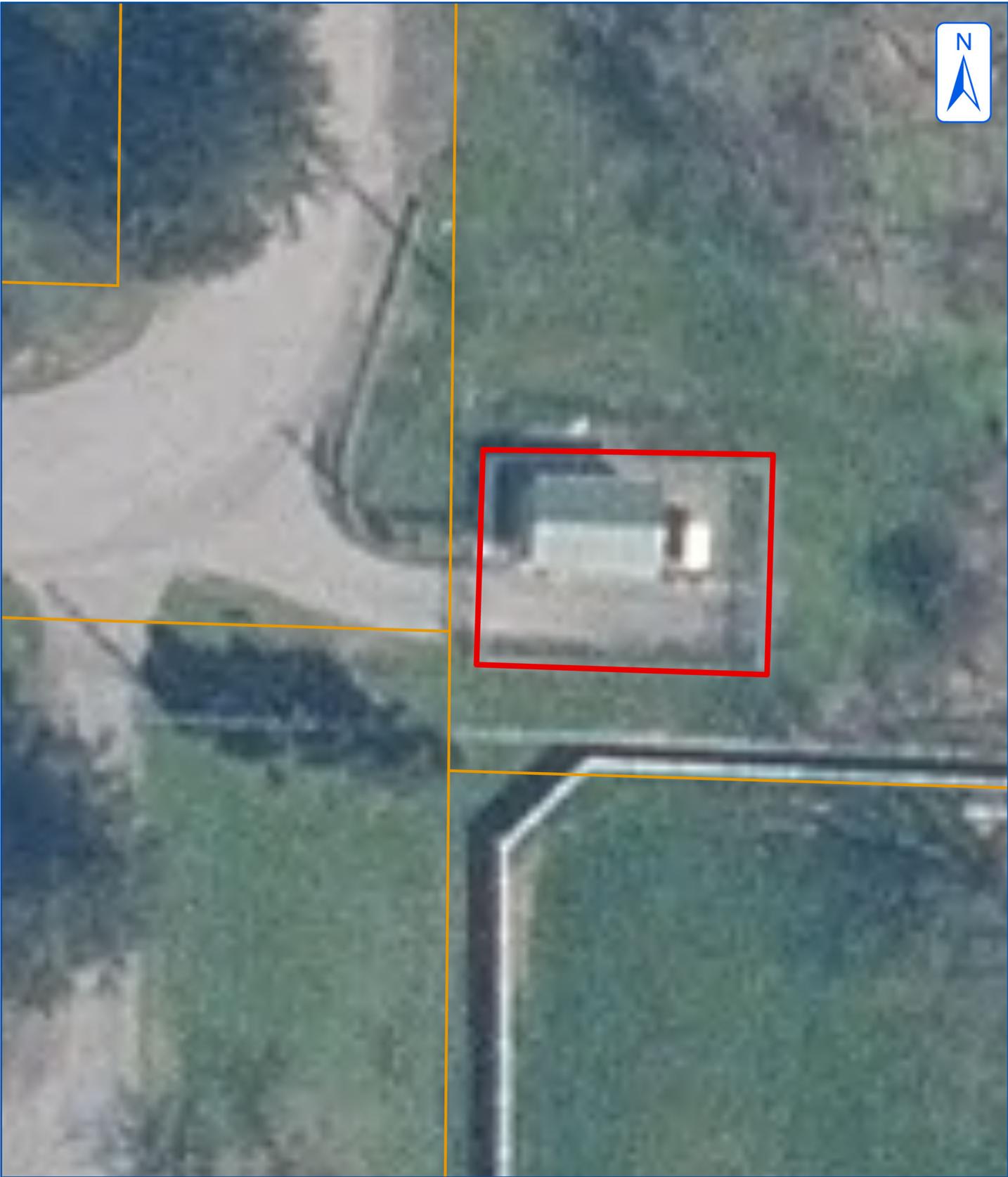
**Legend**

 Parcels

**Site 55  
Shadagee Road Pump Station**



Erie County Water Authority  
Buffalo, New York



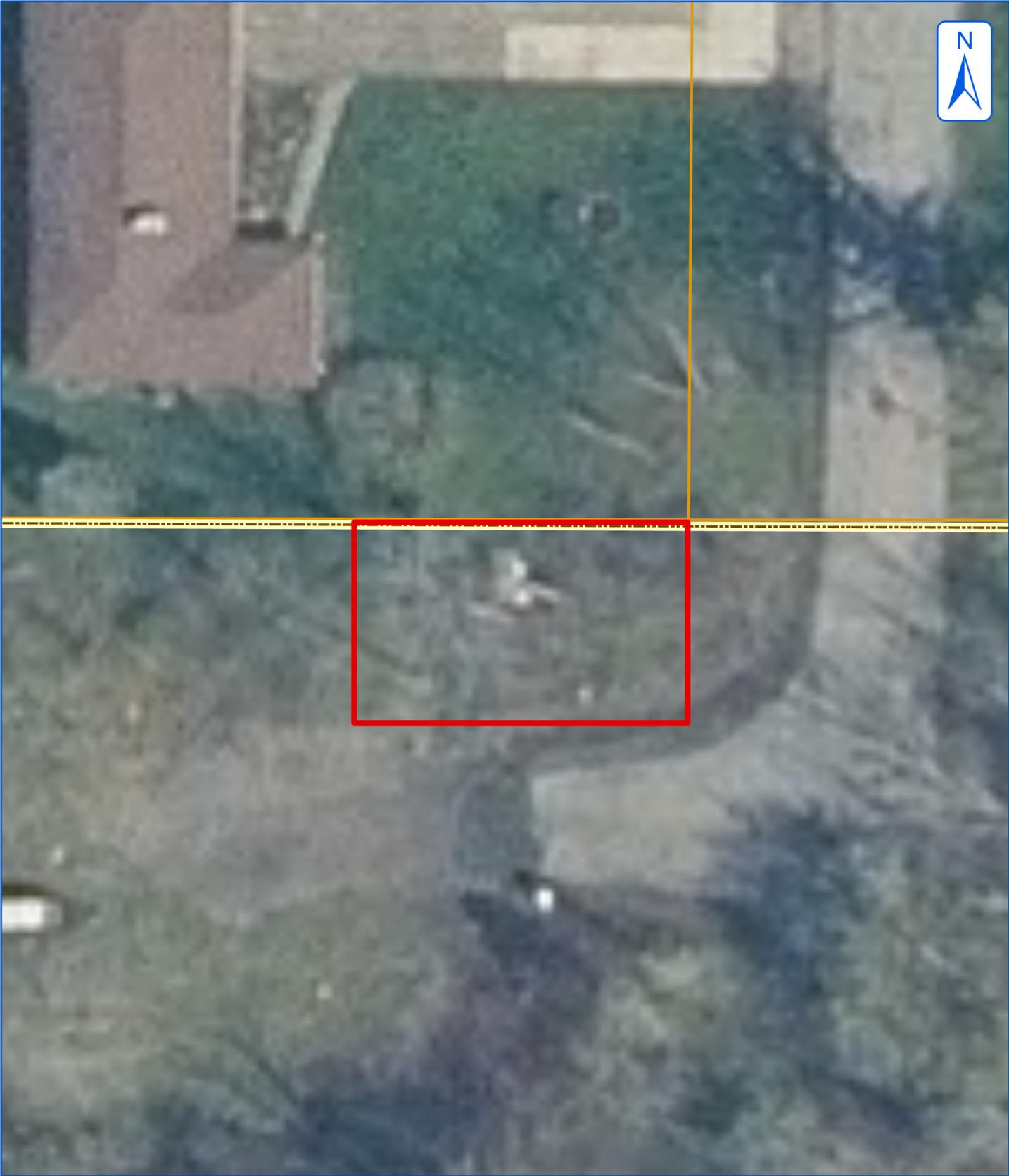
**Legend**

 Parcels

**Site 56**  
**Ellis Pump Station**



Erie County Water Authority  
Buffalo, New York



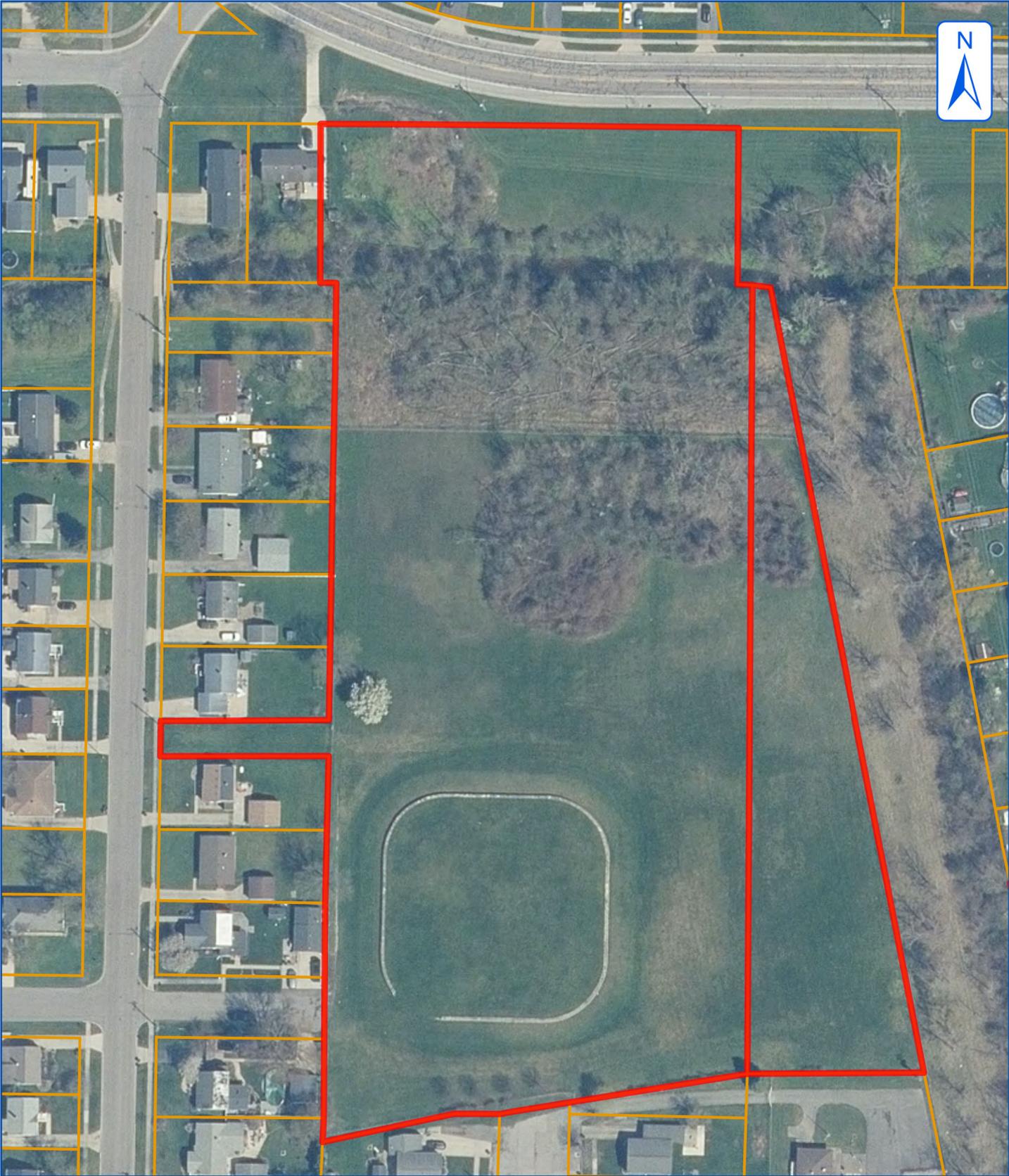
**Legend**

 Parcels

**Site 57**  
**Castle Hill Pump Station**



Erie County Water Authority  
Buffalo, New York



**Legend**

 Parcels

**Site 58**  
**Depew Pump Station**  
**(Ledyard Avenue & George Urban Boulevard)**



Erie County Water Authority  
Buffalo, New York



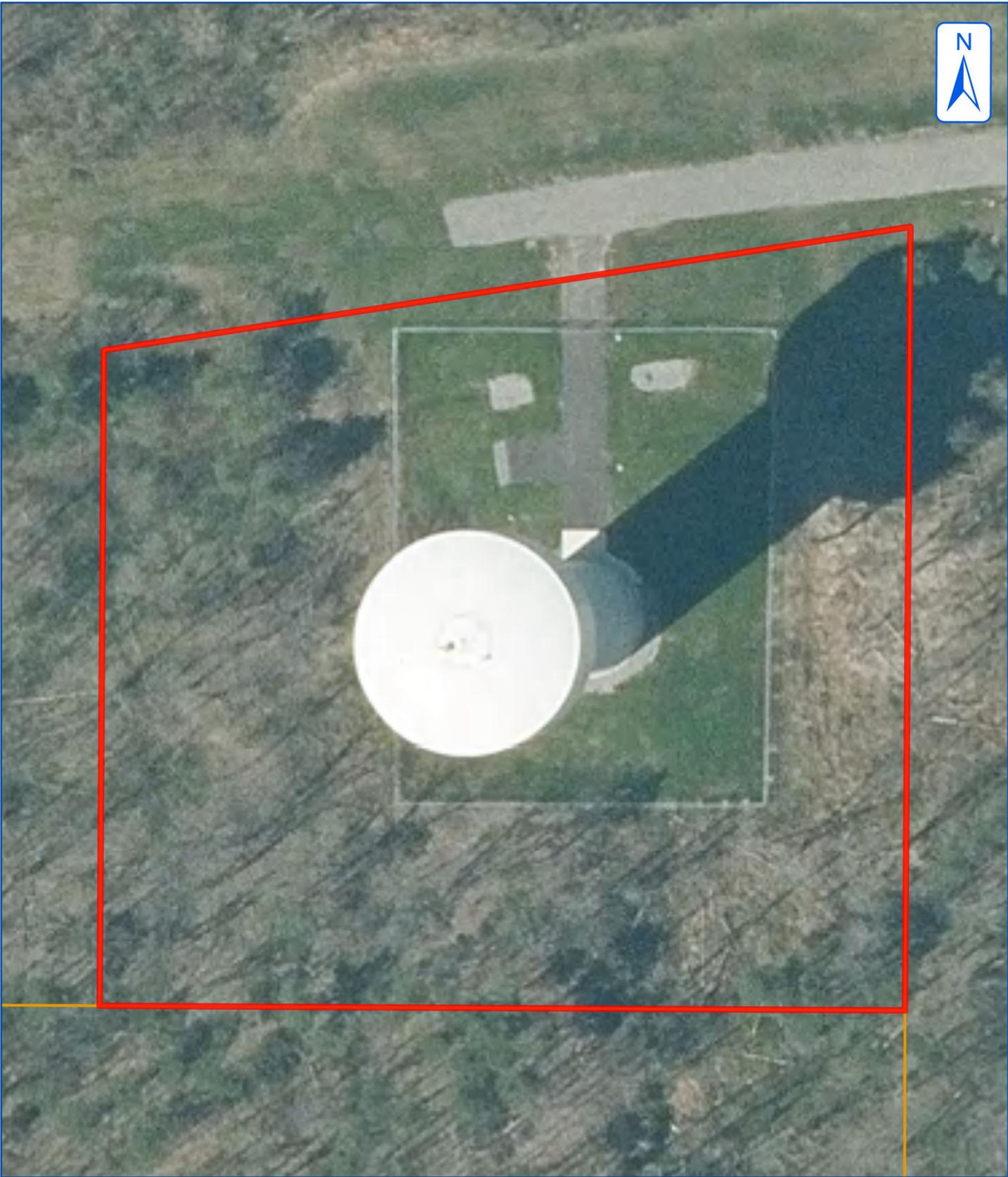
**Legend**

 Parcels

**Site 59  
Evans Pump Station**



Erie County Water Authority  
Buffalo, New York



**Legend**

 Parcels

**Site 60  
Evans Tank**



Erie County Water Authority  
Buffalo, New York

**APPENDIX B**  
**PREVAILING WAGE SCHEDULE**

**INSTRUCTIONS AND SCHEDULE OF MINIMUM WAGE RATES ISSUED BY  
NEW YORK STATE LABOR DEPARTMENT**

No laborer, worker or mechanic in the employ of the CONTRACTOR or a Subcontractor or other person doing or contracting to do a whole or a part of the work contemplated by this agreement, shall be permitted or required to work more than eight (8) hours in any calendar day, or more than five (5) days in any one week, except in cases of extraordinary emergency caused by fire, flood, or damages to life and property.

The wages to be paid for a legal day's work to laborers, workmen or mechanics under this agreement, shall not be less than the prevailing rate of wages as defined and determined by the Industrial Commissioner of the State of New York, a schedule of which is attached to this contract and made a part thereof, with the same force and effect as though set forth in full herein.

In the performance of the work the CONTRACTOR shall give preference to citizens of the State of New York who have been residents for at least twelve (12) months immediately prior to the commencement of their employment, and persons other than citizens may be employed when citizens of the State of New York are not available. If the above provisions of this contract and the provisions of Sec. 222 of the Law of the State of New York are not complied with, this contract Labor shall be void.

In the hiring of employees for the performance of work under this contract or by subcontract hereunder, the CONTRACTOR or subcontractor, or any persons acting on behalf of the CONTRACTOR or subcontractor, shall not by any reason of race or color discriminate against or intimidate any employee hired for the performance of work under this contract on account of race or color.

There may be deducted from the amount payable to the CONTRACTOR by the Water Authority, under this contract, a penalty of five dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this contract.

This contract may be cancelled or terminated by the Water Authority and all monies due or to become due hereunder may be forfeited for a second or subsequent violation of the terms or conditions of the preceding paragraph of this contract.

**PUBLIC WORKS - FAILURE TO PAY PREVAILING WAGE  
EXCLUSION FROM CONTRACTING OR SUBCONTRACTING**

**CHAPTER 147**

A. 7314-A

Memorandum relating to this chapter, see Legislative Memoranda, post.

Approved may 24, 1991, effective as provided in Section 3.

An act to amend the labor law, in relation to debarment of public building service  
CONTRACTORS

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

SECTION 1:

Paragraph b of Subdivision 3 of Section 220-b of the Labor Law, as amended by Chapter 651 of the Laws of 1989, is amended to read as follows:

- b. When two final determinations have been rendered against a CONTRACTOR or subcontractor and/or its successor within any consecutive six-year period determining that such CONTRACTOR or subcontractor and/or its successor has willfully failed to pay the prevailing rate of wages or to provide supplements in accordance with this article, whether such failures were concurrent or consecutive and whether or not such final determinations concerning separate public work projects are rendered simultaneously, such CONTRACTOR or subcontractor and/or its successor shall be ineligible to submit a bid on or be awarded any public work contract with the state, any municipal corporation or public body for a period of five years from the second final determination. For purposes of this article, a successor shall mean an employer engaged in work substantially similar to that of the predecessor, where there is substantial continuity of operation with that of the predecessor.

SECTION 2:

Subdivision 7 of Section 235 of the labor Law, as added by Chapter 777 of the Laws of 1971, is amended to read as follows:

7. When, pursuant to the provisions of this section two final orders have been entered against a CONTRACTOR or subcontractor and/or its successor within any consecutive six-year period determining that such CONTRACTOR or subcontractor and/or its successor has willfully failed to pay the prevailing wages in accordance with the provisions of this article, whether such failures were concurrent or consecutive and whether or not such final determinations concerning separate public building service contracts are rendered simultaneously, such CONTRACTOR or subcontractor and/or its successor, and if the CONTRACTOR or subcontractor and/or its successor is a corporation, any officer of such corporation who knowingly participated in such failure, shall be ineligible to submit a bid on or be awarded any public building service work for a period of five years from the date of the second order. For purposes of this article, a successor shall mean an employer engaged in work substantially similar to that of the predecessor, where there is substantial continuity of operation with that of the predecessor. Nothing of this subdivision shall be construed as affecting any provision of any other law or regulation relating to the awarding of public contracts.

SECTION 3:

This act shall take effect 60 days after the date upon which it shall have become a law and shall apply to any conduct occurring after such date.

STATE OF NEW YORK  
DEPARTMENT OF LABOR

NOTICE TO ALL PUBLIC OFFICIALS IN CHARGE OF  
PUBLIC WORK CONSTRUCTION AND ALL CONTRACTORS  
AND SUBCONTRACTORS ENGAGED IN PUBLIC WORKS  
CONSTRUCTION IN THE STATE OF NEW YORK

Article 8, Section 220 of the Labor Law, as amended by Chapter 750 of the Laws of 1956, provides, among other things, that it shall be the duty of the fiscal officer to make a determination of the schedule of wages to be paid to all laborers, workmen and mechanics employed on public work projects including supplements for welfare, pension, vacation and other benefits. These supplements may include hospital, surgical or medical insurance or benefits; life insurance or death benefits; accidental death or dismemberment insurance; and pension or retirement benefits. If the amount of supplements provided by the employer is less than the total supplements shown on the wage schedule, the difference shall be paid in cash to employees.

Article 8, Section 220 of the Labor Law, as amended by Chapter 750 of the Laws of 1956, also provides that the supplements to be provided to laborers, workmen and mechanics upon public works "shall be in accordance with the prevailing practices in the locality..." The amount for supplements listed on the enclosed schedule does not necessarily include all types of prevailing supplements in the locality, and a future determination of the Industrial Commissioner may require the CONTRACTOR to provide additional supplements.

The CONTRACTOR shall provide statutory benefits for disability benefits, workmen's compensation, unemployment insurance and Social Security.

The substance of this notice should be included in your contract.

Signed - Dr. Philip Ross  
INDUSTRIAL COMMISSIONER

PW-39 (5-56)

Article 8 of the New York State Labor Law was amended on July 15, 1983 to provide that wages for Public Projects are to be paid pursuant to the existing Bargaining Agreement in the area where the work is to be performed.

Wages are to be paid on this project as hereinafter set forth or pursuant to the Collective Bargaining Agreement in effect in Erie County, whichever are higher.

During the performance of this contract, the CONTRACTOR agrees as follows:

- (a) The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, sex, age, color or national origin, and will take affirmative action to insure that they are afforded equal employment opportunities without discrimination because of race, creed, sex, age, color or national origin or because a person has opposed any practices forbidden under these sections or because he filed a complaint, testified, or assisted in any proceeding under these sections. Such action shall be taken with reference, but not limited to: recruitment, employment, classification, job assignment, promotion, upgrading, demotion, transfer, layoff, discharge, expulsion or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.
- (b) The CONTRACTOR will send to each labor union or representative of workers with which he has or is bound by a collective bargaining or other agreement or understanding, a notice, to be provided by the State Commission for Human Rights, advising such labor union or representative of the CONTRACTOR'S agreement under clauses (a) through (h) (hereinafter called "non-discrimination clauses") and requesting such labor union or representative to agree in writing, whether in such collective bargaining or other agreement or understanding or otherwise, that such labor union or representative will not discriminate against any member or applicant for membership because of race, creed, sex, age, color or national origin, and will take affirmative action to insure that they are afforded equal membership opportunities without discrimination because of race, creed, sex, age, color or national origin. Such action shall be taken with reference, but not limited to: recruitment, employment, job assignment, promotion, upgrading, classification, demotion, transfer, layoff, discharge, expulsion or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training. Such notice shall be given by the CONTRACTOR prior to the commencement of performance of this contract. Such written agreement shall be made by such labor union or representative prior to the commencement of performance of this contract, unless such labor union or representative fails or refuses so to agree in writing, in which event the CONTRACTOR shall promptly notify the State Commission for Human Rights of such failure or refusal.
- (c) The CONTRACTOR will post and keep posted in conspicuous places, available to employee's and applicants for employment, notices to be provided by the State Commission for Human Rights setting forth the substance of the provisions of clauses (a) and (b) and such provisions of the State's laws against discrimination as the State Commission for Human Rights shall determine.

- (d) The CONTRACTOR will state, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, sex, age, color or national origin.
- (e) The CONTRACTOR will comply with the provisions of Sections 291-299 of the Executive Law and the Civil Rights Law, will furnish all information and reports deemed necessary by the State Commission for Human Rights under these non-discrimination clauses and such sections of the Executive Law, and will permit access to his books, records and accounts by the State Commission for Human Rights, the Attorney General and the Industrial Commissioner for purposes of investigation to ascertain compliance with these non-discrimination clauses and such sections of the Executive Law and Civil Rights Law.
- (f) This contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the contracting agency upon the basis of a finding made by the State Commission for Human Rights that the CONTRACTOR has not complied with these non-discrimination clauses, and the CONTRACTOR may be declared ineligible for future contracts made by or on behalf of the State or a public authority or agency of the State, until he satisfied the State Commission for Human Rights that he has established and is carrying out a program in conformity with the provisions of these non-discrimination clauses. Such finding shall be made by the State Commission for Human Rights after conciliation efforts by the Commission have failed to achieve compliance with these non-discrimination clauses and after a verified complaint has been filed with the Commission, notice thereof has been given to the CONTRACTOR and an opportunity has been afforded him to be heard publicly before three members of the Commission. Such sanctions may be imposed and remedies invoked independently of or in addition to sanctions and remedies otherwise provided by law.
- (g) If this contract is cancelled or terminated under clause (f), in addition to other rights of the Erie County Water Authority provided in this contract upon its breach by the CONTRACTOR, the CONTRACTOR will hold the Erie County Water Authority harmless against any additional expenses or costs incurred by the Authority in completing the work or in purchasing the services, materials, equipment or supplies contemplated by this contract, and the Erie County Water Authority may withhold payments from the CONTRACTOR in an amount sufficient for this purpose and recourse may be had against the surety on the performance bond if necessary.
- (h) The CONTRACTOR will include the provisions of clauses (a) through (g) in every subcontract or purchase order in such manner that provisions will be binding upon each subcontractor or vendor as to operations to be performed within the State of New York. The CONTRACTOR will take such action in enforcing such provisions of such subcontract or purchase order as the contracting agency may direct, including sanctions or remedies for noncompliance. If the CONTRACTOR becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the CONTRACTOR shall promptly so notify the Attorney General and Attorney for the Erie County Water Authority, requesting them to intervene and protect the interest of the State of New York and the Erie County Water Authority.



Kathy Hochul, Governor

Roberta Reardon, Commissioner

Erie County Water Authority  
Kim Bowers, Administrative Asst - Faciliti  
295 Main St  
Rm 350  
Buffalo, NY NY 14203

Schedule Year 2025 through 2026  
Date Requested 01/27/2026  
PRC# 2026900130

Location ECWA Service Center  
Project ID#  
Occupation Type(s) Landscape Maintenance Around Buildings

### PREVAILING WAGE SCHEDULE FOR ARTICLE 9 PUBLIC WORK PROJECT

Attached is the current schedule(s) of the prevailing wage rates and prevailing hourly supplements for the project referenced above. A unique Prevailing Wage Case Number (PRC#) has been assigned to the schedule(s) for your project.

The Schedule is effective from July 2025 through June 2026. All updates or corrections, are posted on the 1st business day of each month. Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website, [www.labor.ny.gov](http://www.labor.ny.gov). Future copies of the annual determination are also available on the Department's website.

It is the responsibility of the contracting agency or its agent to annex and make part, the attached schedule, to the specifications for this project, when it is advertised for bids and /or to forward said schedules to the successful bidder(s), immediately upon receipt, in order to insure the proper payment of wages.

Please refer to the "General Provisions of Laws Covering Workers on Article 9 Public Work Building Service Contracts" provided with this schedule, for the specific details relating to other responsibilities of the Department of Jurisdiction.

Upon completion or cancellation of this project, enter the required information and mail **OR** fax this form to the office shown at the bottom of this notice, **OR** fill out the electronic version via the NYSDOL website.

#### NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: \_\_\_\_\_ Date Cancelled: \_\_\_\_\_

Name & Title of Representative: \_\_\_\_\_

Phone: (518) 457-5589 Fax: (518) 485-1870  
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12226





Kathy Hochul, Governor

Roberta Reardon, Commissioner

Erie County Water Authority  
Kim Bowers, Administrative Asst - Faciliti  
295 Main St  
Rm 350  
Buffalo, NY NY 14203

Schedule Year 2025 through 2026  
Date Requested 01/27/2026  
PRC# 2026900130

Location ECWA Service Center  
Project ID#  
Occupation Type(s) Landscape Maintenance Around Buildings

### Notice of Contract Award

New York State Labor Law, Article 9, Section 231.5 requires that certain information regarding the awarding of public work contracts, be furnished to the Commissioner of Labor. One "Notice of Contract Award" (PW 16.9, which may be photocopied), MUST be completed for EACH prime contractor on the above referenced project.

Upon notifying the successful bidder(s) of this building service contract, enter the required information and mail **OR** fax this form to the office shown at the bottom of this notice, **OR** fill out the electronic version via the NYSDOL website.

### Contractor Information

All information must be supplied

Federal Employer Identification Number:	_____		
Name:	_____		
Address:	_____ _____		
City:	_____	State:	_____
		Zip:	_____
Amount of Contract:	\$ _____	Occupation(s):	_____
Approximate Starting Date:	_____/_____/_____		_____
Approximate Completion Date:	_____/_____/_____		_____

Phone: (518) 457-5589 Fax: (518) 485-1870  
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12226



## Introduction to the Prevailing Rate Schedule

### Introduction

The Labor Law requires public work contractors and subcontractors to pay a service employee under a contract for building service work for a public agency, a wage of not less than the prevailing wage and supplements (fringe benefits) in the locality for the classification(s) in which the worker was employed. Such a public work building service contract must be in excess of one thousand five hundred dollars (\$1,500).

### Requesting a Wage Schedule

For every building service contract, the public agency must file a statement identifying the types of employees and work to be performed by submitting a Request for Wage and Supplement Information form (PW 39) to the Bureau of Public Work, either online, by fax, or by mail.

The Commissioner of Labor makes an annual determination of the prevailing rates. This determination is in effect from July 1st through June 30th of the following year.

The Public Agency must include the specifications for each building service contract the PRC number assigned to such contract and stipulation obligating the contractor to pay not less than the wage rates set forth in the Prevailing Wage Schedule issued under that PRC number.

### Hours

A building service employee, employed by a contractor, shall work up to eight (8) hours in any one day and up to forty (40) hours in any workweek for the appropriate posted prevailing wage rates. A building service employee who works more than eight (8) hours in any one day or more than forty (40) hours in any workweek shall be paid wages for such overtime at a rate not less than one-and-one-half (1.5) times the prevailing basic cash hourly rate.

### Wages and Supplements

The wages and supplements to be paid and/or provided to a building service employee, employed on a public work contract shall be not less than those listed in the Prevailing Rate Schedule.

A supplemental benefit of 'paid time off' shall be provided as paid leave, or converted to an hourly value paid to the employee. If 'paid time off' is converted to an hourly monetary value, such an amount is to be paid in addition to any other hourly supplements required by this schedule.

The hourly value for 'paid time off' would be calculated as follows: hourly wage rate X 8 hours per day X total number of paid days off divided by 2080 hours. For example: \$16.00 per hour wage rate X 8 hours per day = \$128.00; \$128.00 X 5 paid days off = \$640.00; \$640.00 divided by 2080 hours = \$0.31 per hour. The \$0.31 per hour amount would be in addition to any other required supplemental monetary amount paid.

All 'paid time off' provided to part-time employees, shall be prorated (divided, distributed, or assessed proportionately) based on fulltime equivalent hours.

The amount of 'paid time off' for part-time employees, would be calculated as follows: number of part-time weekly hours divided by 40 fulltime weekly hours = percentage of 'paid time off' for part-time employee. For example: a fulltime employee works 40 hours per week and a part-time employee works 30 hours per week (30 hours divided by 40 hours = .75); If a fulltime employee is provided 5 paid vacation days (5 X .75 = 3.75), a part-time employee would be provided 3.75 paid vacation days.

### Paid Prenatal Leave

Every employer shall be required to provide to its employees twenty hours of paid prenatal personal leave during any fifty-two week calendar period. Paid prenatal personal leave shall mean leave taken for the health care services received by an employee during their pregnancy or related to such pregnancy, including physical examinations, medical procedures, monitoring and testing, and discussions with a healthcare provider related to the pregnancy. Paid prenatal personal leave may be taken in hourly increments. Benefits for paid prenatal personal leave shall be paid in hourly installments. Employees shall receive compensation at the employee's regular rate of pay, or the applicable minimum wage established by the labor law, whichever is greater, for the use of Paid Prenatal leave.

### Payrolls and Payroll Records

Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. Payrolls must be maintained for at least three (3) years from the projects date of completion. Additionally, as per Article 6 of the Labor Law, contractors and subcontractors are required to establish, maintain, and preserve for not less that six (6) years, contemporaneous, true, and accurate payroll records.

At a minimum, payrolls must show the following information for each person employed on a public work project: Name; Address, Last 4 Digits of Social Security number, Classification(s) in which the worker was employed, Hourly wage rate(s) paid, Supplements paid or provided, and Daily and weekly number of hours worked in each classification.

Payroll records and transcripts are required to be kept on site during all the time that work under that contract is being performed.

**NOTE:** For more detailed information regarding Article 9 prevailing wage contracts, please refer to "General Provisions of Laws Covering Workers on Article 9 Public Work Building Service Contracts".

If you have any questions concerning the attached schedule or would like additional information, please write to:

New York State Department of Labor  
Bureau of Public Work  
State Office Campus, Bldg. 12  
Albany, NY 12240

OR

Contact the nearest BUREAU of PUBLIC WORK District Office

District Office Locations:	Telephone #	FAX #
Bureau of Public Work - Albany	518-457-2744	518-485-0240
Bureau of Public Work - Binghamton	607-721-8005	607-721-8004
Bureau of Public Work - Buffalo	716-847-7159	716-847-7650
Bureau of Public Work - Garden City	516-228-3915	516-794-3518
Bureau of Public Work - Newburgh	845-568-5287	845-568-5332
Bureau of Public Work - New York City	212-932-2419	212-775-3579
Bureau of Public Work - Patchogue	631-687-4882	631-687-4902
Bureau of Public Work - Rochester	585-258-4505	585-258-4708
Bureau of Public Work - Syracuse	315-428-4056	315-428-4671
Bureau of Public Work - Utica	315-793-2314	315-793-2514
Bureau of Public Work - White Plains	914-997-9507	914-997-9523
Bureau of Public Work - Central Office	518-457-5589	518-485-1870

**Erie County Article 9**

**Landscape Maintenance Around Buildings**

**01/01/2026**

**JOB DESCRIPTION** Landscape Maintenance Around Buildings

**DISTRICT** 10

**ENTIRE COUNTIES**

Allegany, Cattaraugus, Chautauqua, Erie, Niagara

**WAGES**

Per hour: 07/01/2025

\$ 21.38

Landscape maintenance work around a building, that is simple mowing, shrub trimming, etc., or clean-up type activities not associated with a construction project, is covered under Article 9. Mowing and /or spreading seed, fertilizer, or pest control material in: athletic fields, parks, cemeteries, sides of roadways/highways is NOT covered.

Installation, maintenance, or repair of artificial turf/synthetic sport surfaces is covered under Article 8.

NOTE: If the same Employee doing Article 9 landscape maintenance, also does work that is traditionally covered under Article 8 (i.e. resurfaces or grades an area, moves large amounts of topsoil, planting or removal of shrubs or trees, etc.) that work is covered under Article 8.

**IMPORTANT INFORMATION:**

Article 9 §230.6. "Prevailing wage" means the wage determined by the fiscal officer to be prevailing for the various classes of building service employees in the locality. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage established by article nineteen of this chapter, or, in a city with a local law requiring a higher minimum wage on city contract work, less than the minimum wage specified in such local law.

**SUPPLEMENTAL BENEFITS**

Per hour: \$ 2.46

**OVERTIME PAY**

See (B, B3) on OVERTIME PAGE

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

10-NYS/R&S

## Overtime Codes

Following is an explanation of the code(s) listed in the OVERTIME section of each classification contained in the attached schedule. Additional requirements may also be listed in the HOLIDAY section.

NOTE: Supplemental Benefits are 'Per hour worked' (for each hour worked) unless otherwise noted

- ( AA ) Time and one half of the hourly rate after 7 and one half hours per day
- ( A ) Time and one half of the hourly rate after 7 hours per day
- ( B ) Time and one half of the hourly rate after 8 hours per day
- ( B1 ) Time and one half of the hourly rate for the 9th & 10th hours week days and the 1st 8 hours on Saturday.  
Double the hourly rate for all additional hours
- ( B2 ) Time and one half of the hourly rate after 40 hours per week
- ( B3 ) Time and one half of the hourly rate after 40 straight hours per week
- ( C ) Double the hourly rate after 7 hours per day
- ( C1 ) Double the hourly rate after 7 and one half hours per day
- ( D ) Double the hourly rate after 8 hours per day
- ( D1 ) Double the hourly rate after 9 hours per day
- ( E ) Time and one half of the hourly rate on Saturday
- ( E1 ) Time and one half 1st 4 hours on Saturday; Double the hourly rate all additional Saturday hours
- ( E2 ) Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- ( E3 ) Between November 1st and March 3rd Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather, provided a given employee has worked between 16 and 32 hours that week
- ( E4 ) Sunday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- ( E5 ) Double time after 8 hours on Saturdays
- ( F ) Time and one half of the hourly rate on Saturday and Sunday
- ( G ) Time and one half of the hourly rate on Saturday and Holidays
- ( H ) Time and one half of the hourly rate on Saturday, Sunday, and Holidays
- ( I ) Time and one half of the hourly rate on Sunday
- ( J ) Time and one half of the hourly rate on Sunday and Holidays
- ( K ) Time and one half of the hourly rate on Holidays
- ( L ) Double the hourly rate on Saturday
- ( M ) Double the hourly rate on Saturday and Sunday
- ( N ) Double the hourly rate on Saturday and Holidays
- ( O ) Double the hourly rate on Saturday, Sunday, and Holidays
- ( P ) Double the hourly rate on Sunday
- ( Q ) Double the hourly rate on Sunday and Holidays
- ( R ) Double the hourly rate on Holidays

- ( S ) Two and one half times the hourly rate for Holidays
- ( S1 ) Two and one half times the hourly rate the first 8 hours on Sunday or Holidays One and one half times the hourly rate all additional hours.
- ( T ) Triple the hourly rate for Holidays
- ( U ) Four times the hourly rate for Holidays
- ( V ) Including benefits at SAME PREMIUM as shown for overtime
- ( W ) Time and one half for benefits on all overtime hours.
- ( X ) Benefits payable on Paid Holiday at straight time. If worked, additional benefit amount will be required for worked hours. (Refer to other codes listed.)

## Holiday Codes

### PAID Holidays:

Paid Holidays are days for which an eligible employee receives a regular day's pay, but is not required to perform work. If an employee works on a day listed as a paid holiday, this remuneration is in addition to payment of the required prevailing rate for the work actually performed.

### OVERTIME Holiday Pay:

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays. The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

Following is an explanation of the code(s) listed in the HOLIDAY section of each classification contained in the attached schedule. The Holidays as listed below are to be paid at the wage rates at which the employee is normally classified.

- ( 1 ) None
- ( 2 ) Labor Day
- ( 3 ) Memorial Day and Labor Day
- ( 4 ) Memorial Day and July 4th
- ( 5 ) Memorial Day, July 4th, and Labor Day
- ( 6 ) New Year's, Thanksgiving, and Christmas
- ( 7 ) Lincoln's Birthday, Washington's Birthday, and Veterans Day
- ( 8 ) Good Friday
- ( 9 ) Lincoln's Birthday
- ( 10 ) Washington's Birthday
- ( 11 ) Columbus Day
- ( 12 ) Election Day
- ( 13 ) Presidential Election Day
- ( 14 ) 1/2 Day on Presidential Election Day
- ( 15 ) Veterans Day
- ( 16 ) Day after Thanksgiving
- ( 17 ) July 4th
- ( 18 ) 1/2 Day before Christmas
- ( 19 ) 1/2 Day before New Years
- ( 20 ) Thanksgiving
- ( 21 ) New Year's Day
- ( 22 ) Christmas
- ( 23 ) Day before Christmas
- ( 24 ) Day before New Year's
- ( 25 ) Presidents' Day
- ( 26 ) Martin Luther King, Jr. Day
- ( 27 ) Memorial Day
- ( 28 ) Easter Sunday

( 29 )      Juneteenth



**New York State Department of Labor - Bureau of Public Work  
State Office Building Campus  
Building 12 - Room 130  
Albany, New York 12226**

**REQUEST FOR WAGE AND SUPPLEMENT INFORMATION**

As Required by Articles 8 and 9 of the NYS Labor Law

Fax (518) 485-1870 or mail this form for new schedules or for determination for additional occupations.

**This Form Must Be Typed**

Submitted By:

(Check Only One)

Contracting Agency

Architect or Engineering Firm

Public Work District Office

Date:

**A. Public Work Contract to be let by:** (Enter Data Pertaining to Contracting/Public Agency)

1. Name and complete address  (Check if new or change)

Telephone

Fax

E-Mail:

2. NY State Units (see Item 5).

01 DOT

02 OGS

03 Dormitory Authority

04 State University  
Construction Fund

05 Mental Hygiene  
Facilities Corp.

06 OTHER N.Y. STATE UNIT

07 City

08 Local School District

09 Special Local District, i.e.,  
Fire, Sewer, Water District

10 Village

11 Town

12 County

13 Other Non-N.Y. State  
(Describe)

3. SEND REPLY TO  (check if new or change)  
Name and complete address:

Telephone

Fax

E-Mail:

4. SERVICE REQUIRED. Check appropriate box and provide project information.

New Schedule of Wages and Supplements.

APPROXIMATE BID DATE :

Additional Occupation and/or Redetermination

PRC NUMBER ISSUED PREVIOUSLY FOR  
THIS PROJECT :

OFFICE USE ONLY

**B. PROJECT PARTICULARS**

5. Project Title \_\_\_\_\_

Description of Work \_\_\_\_\_

Contract Identification Number \_\_\_\_\_

Note: For NYS units, the OSC Contract No. \_\_\_\_\_

6. Location of Project:  
Location on Site \_\_\_\_\_

Route No/Street Address \_\_\_\_\_

Village or City \_\_\_\_\_

Town \_\_\_\_\_

County \_\_\_\_\_

7. Nature of Project - Check One:

- 1. New Building
- 2. Addition to Existing Structure
- 3. Heavy and Highway Construction (New and Repair)
- 4. New Sewer or Waterline
- 5. Other New Construction (Explain)
- 6. Other Reconstruction, Maintenance, Repair or Alteration
- 7. Demolition
- 8. Building Service Contract

8. OCCUPATION FOR PROJECT :

- Construction (Building, Heavy Highway/Sewer/Water)
- Tunnel
- Residential
- Landscape Maintenance
- Elevator maintenance
- Exterminators, Fumigators
- Fire Safety Director, NYC Only
- Fuel Delivery
- Guards, Watchmen
- Janitors, Porters, Cleaners, Elevator Operators
- Moving furniture and equipment
- Trash and refuse removal
- Window cleaners
- Other (Describe)

9. Does this project comply with the Wicks Law involving separate bidding? YES  NO

10. Name and Title of Requester

**Signature**





NEW YORK STATE DEPARTMENT OF LABOR  
Bureau of Public Work - Debarment List

**LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE  
AWARDED ANY PUBLIC WORK CONTRACT**

Under Article 8 and Article 9 of the NYS Labor Law, a contractor, sub-contractor and/or its successor shall be debarred and ineligible to submit a bid on or be awarded any public work or public building service contract/sub-contract with the state, any municipal corporation or public body for a period of five (5) years from the date of debarment when:

- Two (2) final determinations have been rendered within any consecutive six-year (6) period determining that such contractor, sub-contractor and/or its successor has WILLFULLY failed to pay the prevailing wage and/or supplements;
- One (1) final determination involves falsification of payroll records or the kickback of wages and/or supplements.

The agency issuing the determination and providing the information, is denoted under the heading 'Fiscal Officer'. DOL = New York State Department of Labor; NYC = New York City Comptroller's Office; AG = New York State Attorney General's Office; DA = County District Attorney's Office.

**Debarment Database:** To search for contractors, sub-contractors and/or their successors debarred from bidding or being awarded any public work contract or subcontract under NYS Labor Law Articles 8 and 9, or under NYS Workers' Compensation Law Section 141-b, access the database at this link: <https://apps.labor.ny.gov/EDList/searchPage.do>

**For inquiries please call 518-457-5589.**



**Article 9**

AGENCY	Fiscal Officer	FEIN	EMPLOYER NAME	EMPLOYER DBA NAME	ADDRESS	DEBARMENT START DATE	DEBARMENT END DATE
DOL	DOL		ADESUWA UWUIGBE		320 THROOP AVENUE APT #3BROOKLYN NY 11206	02/16/2024	02/16/2029
DOL	DOL		CHARLES AIBANGBEE		320 THROOP AVE APT #3BROOKLYN NY 11206	02/16/2024	02/16/2029
DOL	NYC	*****5732	COMMERCIAL BUILDING MAINTENANCE CORPORATION		65 BILTMORE DR MASTIC BEACH NY 11951	03/14/2022	03/14/2027
DOL	DOL		CRAIG WICKE		36 OAKWOOD TRAIL S AL MONROE NY 10950	10/29/2025	10/29/2030
DOL	NYC		DAVID PARSONS		200 OAK DR SYOSSET NY 11791	03/14/2022	03/14/2027
DOL	DOL	*****8011	EOCA CLEANING CONTRACTORS INC		320 THROOP AVENUE APT# 3BROOKLYN NY 11206	02/16/2024	02/16/2029
DOL	DOL		PAULINE CHAHALES		935 S LAKE BLVD MAHOPAC NY 10541	05/17/2021	05/17/2026
DOL	DOL	*****9060	PEC GROUP OF N.Y., INC.		935 S LAKE BLVD SUITE 7MAHOPAC NY 10541	05/17/2021	05/17/2026
DOL	DOL	*****9060	PEC GROUP OF N.Y., INC.		935 S LAKE BLVD SUITE 7MAHOPAC NY 10541	03/02/2021	03/02/2026
DOL	DOL		RUSSELL NEEDHAM		532 NEPTUNE AVENUE BROOKLYN NY 11224	01/12/2022	01/12/2027
DOL	DOL	*****7007	SHOREFRONT MENTAL HEALTH BOARD	BROOKLYN BRIGHT	532 NEPTUNE AVENUE BROOKLYN NY 11224	01/12/2022	01/12/2027

**APPENDIX C**  
**INSURANCE REQUIREMENTS**

**LANDSCAPING, GROUNDS IMPROVEMENTS, and MAINTENANCE of PROPERTIES  
ECWA PN 202600010**

The following minimum insurance requirements shall apply to vendors providing services to the Erie County Water Authority (the Authority). All insurance required herein shall be obtained at the sole cost and expense of the contractor, including deductibles and self-insured retentions, and shall be in full force and effect on the contract commencement date and for the lifetime use of vendors "Product" and/or applicable statute of limitation.

**a. Workers Compensation:**

Part 1: Workers Compensation: Statutory

Part 2: Employers Liability: \$1,000,000.

Note: If New York State domiciled employees are used, coverage to be New York Statutory for both Parts 1 and 2. **C 105.2 Certificate Required**

**b. New York Disability Benefits Liability:** Statutory coverage if New York State domiciled employees are used. **DB 120.1 Certificate Required**

**c. Commercial General Liability:**

- \$2,000,000. General Aggregate
- \$2,000,000. Products/Completed Operations Aggregate
- \$1,000,000. Each Occurrence
- \$1,000,000. Personal Injury/Advertising Liability
- Per Project/Job Aggregate Limit Required
- Erie County Water Authority to be scheduled as an Additional Insured for both on-going and completed operations (attach Additional Insured endorsement to Certificate of Insurance)
- Insurance to be primary and non-contributory

**d. Automobile Liability:**

- \$1,000,000. Each Accident
- Erie County Water Authority to be scheduled as an Additional Insured.

**e. Umbrella Liability:**

- \$5,000,000. Each Occurrence
- \$5,000,000. Aggregate
- Per Project/Job Aggregate Limit Required
- Erie County Water Authority to be scheduled as an Additional Insured

Certificates of Insurance to be provided to the Authority prior to start of work as follows:

ACORD 25 including copy of Additional Insured Endorsement

**Note: If coverage is provided for NYS domiciled employees Forms C 105.2 for NYS Worker Comp and DB 120.1 for NYS DBL are required.**

Certificates of Insurance, on forms approved by the New York State Department of Insurance, must be submitted to the Authority prior to the award of contract. Renewals of Certificates of Insurance, on forms approved by the New York State Department of Insurance, must be received by the Authority 30 days prior to the expiration of the insurance policy period.

Certificates of Insurance and renewals, on forms approved by the New York State Department of Insurance, must be submitted to the Authority prior to the award of contract. Each insurance carrier issuing a Certificate of Insurance

shall be rated by A. M. Best no lower than “A-” with a Financial Strength Code (FSC) of at least VII.

The professional service provider shall name the Authority, its officers, agents and employees as additional insured on a Primary and Non-Contributory Basis, including a Waiver of Subrogation endorsement (form CG 20 26 11 85 or equivalent), on all applicable liability policies. Any liability coverage on a “claims made” basis should be designated as such on the Certificate of Insurance. Such insurance shall continue through the term of this Agreement and vendor shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Acts Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that vendor has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

To avoid confusion with similar insurance company names and to properly identify the insurance company, please make sure that the insurer’s National Association of Insurance Commissioners (N.A.I.C.) identifying number or A. M. Best identifying number appears on the Certificate of Insurance. Also, at the top of the Certificate of Insurance, please list the project number.

Acceptance of a Certificate of Insurance and/or approval by the Authority shall not be construed to relieve the outside vendor of any obligations, responsibilities or liabilities.

Certificates of Insurance should be e-mailed to [mmusarra@ecwa.org](mailto:mmusarra@ecwa.org) or mailed to Ms. Molly Jo Musarra, Claim Representative/Risk Manager Erie County Water Authority, 295 Main Street – Room 350, Buffalo, New York 14203-2494, or If you have any questions you can contact Ms. Musarra by e-mail or phone (716) 849-8465.