



ERIE COUNTY WATER AUTHORITY

INTEROFFICE MEMORANDUM

November 12th, 2025

To: Jennifer L. Hibit, Secretary to the Authority

From: Dave Aubertine, Director IT & Cybersecurity *DWA*

Subject: Spectrum Service Agreement

The Authority has a need for increased security at remote sites. ECWA is planning on adding 3 to 4 new sites per year. For security cameras to be installed, additional internet connectivity will need to be provided at the 4 sites selected for installation in 2026:

- **5885 Chestnut Ridge Rd , Orchard Park NY 14127**
- **7039 Cole Rd Unit E HILL, Colden NY 14033**
- **7785 Boston St Rd Unit N BOST, Boston NY 14025**
- **7120 E Eden Rd , Hamburg NY 14075**

The bandwidth requirements for these sites will be the same as other sites with similar requirements under current contract bringing the total MRC on the new contract to \$5,880.00 for a 36-month duration, The pricing is all on NYS contract. The budget line is Unit 8525, line 23 (O&M). The contract information is included for your consideration, and we request execution. Please feel free to contact Dave Aubertine with any questions.

Budget Information:

Unit: 8525

O&M Budget Item 23 – Telephone

DWA:

cc:

C. Eaton

J. Tomaka

L Kowalski

L.Lester,

J. Hibit

M. Carney

**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



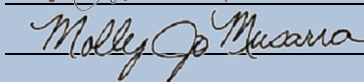
Date: 11/13/2025

Chief Operating Officer



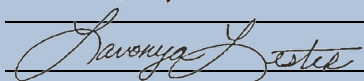
Date: 11/12/2025

Claims Rep. – Risk Manager



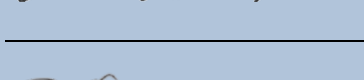
Date: 11/12/2025

Comptroller



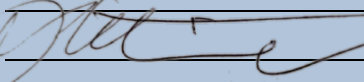
Date: _____

Director of Administration



Date: 11/12/2025

Director of Distribution



Date: _____

Director of Human Resources



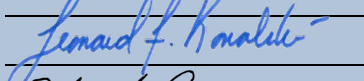
Date: _____

Director of IT



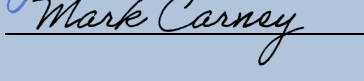
Date: 11/13/25

Director of Operations



Date: _____

Director of Planning & Water Supply



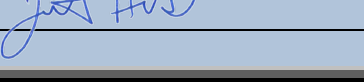
Date: _____

Director of Production



Date: _____

Director of Water Quality



Date: _____

Executive Engineer



Date: 11/13/2025

General Counsel (Legal)



Date: 11/12/2025

Other: _____

Date: _____

APPROVED FOR BOARD RESOLUTION:

Secretary to the Authority



Date: 11/13/2025

Remarks: _____

Resolution Date: _____ Item No: _____

Spectrum Business

Service Level Agreement for Enterprise Services: Ethernet

This Service Level Agreement (“SLA”) for fiber-based Spectrum Business (“Spectrum”) Ethernet Service and Spectrum Cloud Connect Service (individually the “Service” and collectively the “Services”) is a part of, and hereby incorporated by reference into the Spectrum Business Agreement for Enterprise Services (including the terms and conditions, attachments, and Service Orders described therein, the “Service Agreement”). To the extent any provision of this SLA conflicts with the Service Agreement, this SLA shall control. Performance tier goals for the Services (“SLA Targets”) are set forth in the tables below. Capitalized words used but not defined herein shall have the meanings assigned to them in the Service Agreement.

I. Priority Classifications and Definitions

Priority classifications for Service Disruptions and Service Degradations are described as follows:

Priority	Criteria
Priority 1	- Service Disruption resulting in a total loss of Service; or - Service Degradation to the point where Customer is unable to use the Service (each a “Priority 1 Outage”)
Priority 2	Service Degradation where Customer is able to use the Service
Priority 3	- A service issue that does not impact the Service; or - A single non-circuit specific quality of Service inquiry

As used in this SLA, the following terms have the meanings assigned below:

“Service Disruption” is defined as an outage, disruption, or degradation, other than an Excluded Disruption, that interferes with the ability of a Spectrum network to transmit and receive network traffic between Customer’s Service Locations. The Service Disruption period begins on the earlier of (i) when Spectrum opens a trouble ticket in connection with a Service Disruption that Spectrum detects and verifies, or (ii) when Customer reports a Service Disruption by contacting Enterprise Technical Support, and Spectrum validates that the Service is affected and creates a corresponding trouble ticket. The Service Disruption ends when the affected Service has been restored.

“Service Degradation” means a degradation of the Service, such as failure of the Service to achieve the SLA Targets for Latency/Frame Delay, Jitter/Frame Delay Variation, or Packet Delivery.

“Excluded Disruptions” means (i) planned outages, (ii) routine or urgent maintenance, (iii) time when Spectrum is unable to gain access to Customer’s Service Location to troubleshoot, repair or replace equipment or the Service, (iv) service problems resulting from acts or omissions of Customer or Customer’s representatives or agents, (v) Customer equipment failures, (vi) Service issues for Cloud Connect Service beyond the Peering Point (vi) Customer does not release the Service for testing, and (viii) Force Majeure Events.

II. SLA Targets for Ethernet and Cloud Connect Services

Spectrum Ethernet Services and Cloud Connect Peering Point SLA Targets ¹				
Performance Tier	Metro 0 – ≤ 155 miles ³	Regional > 155 – ≤ 746 miles ³	National ²	
			> 746 – ≤ 1,500 miles ³	> 1,500 miles ³
Service Availability	100%	100%	100%	100%
MTTR	4 hrs.	4 hrs.	4 hrs.	4 hrs.
Latency	≤ 10ms	≤ 25ms	≤ 60ms	≤ 95ms
Packet Delivery	≥ 99.99%	≥ 99.99%	≥ 99.99%	≥ 99.99%
Jitter	≤ 1ms	≤ 4ms	≤ 8ms	≤ 8ms

¹ Measured as described below.

² Notwithstanding the table above, for Service Locations that require use of a third-party service provider to deliver the Services, the SLA Targets shall be those reflected in the National > 1,500 miles column regardless of fiber route distance.

³ Refers to the length of the actual fiber route.

Ethernet Service SLA Targets are measured end to end (i.e. from any two applicable Customer edge devices or network interface devices (“NID”) at the Service Location) at the individual circuit or Service level, and any applicable credits are issued only for the affected circuit or Service (the “Affected Service”).

The Cloud Connect Service SLA Target for Service Availability is measured between Spectrum’s NID located at Customer’s Service Location and the point of physical handoff of the Service to the cloud service provider’s cloud peering point (“Peering Point”).

III. SLA Calculations

1. Service Availability

“Service Availability” is calculated as the total number of minutes in a calendar month, less the number of minutes in the calendar month that the Service is unavailable due to a Priority 1 Outage (“Downtime”), with such difference divided by the total number of minutes in the calendar month, and expressed as a percentage.

Service Availability per calendar month is calculated as follows:

$$\text{Service Availability} = \frac{\text{Total number of minutes in the calendar month} - \text{Downtime}}{\text{Total number of minutes in a calendar month}} \times 100$$

2. Mean Time to Restore (MTTR)

The MTTR SLA Target is applicable to Priority 1 Outages and is measured each calendar month as the average time for Spectrum to restore Priority 1 Outages, calculated as the cumulative length of time it takes Spectrum to restore a Service following a Priority 1 Outage divided by the corresponding number of trouble tickets for Priority 1 Outages opened during the respective calendar month for the Service.

MTTR per calendar month is calculated as follows:

$$\text{Mean Time to Restore} = \frac{\text{Cumulative length of time to restore Priority 1 Outage(s) per Service in the calendar month}}{\text{Total number of Priority 1 Outage trouble tickets per Service in the calendar month}}$$

3. Latency/Frame Delay

Latency or Frame Delay is the average roundtrip network delay, measured every five (5) minutes during a calendar month (except during an Excluded Disruption), to adequately determine a consistent average monthly performance level for frame delay for each Service. The roundtrip delay is expressed in milliseconds (ms).

Latency/Frame Delay is calculated as follows:

Latency or Frame Delay Average (ms) =	$\frac{\text{Sum of the roundtrip delay measurements for a Service in the calendar month}}{\text{Total number of measurements for a Service in the calendar month}}$
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4. Packet Delivery

Packet Delivery is defined as the percentage of frames that are successfully received compared to the total frames that are sent in a calendar month (except during an Excluded Disruption). The percentage calculation is based on frames that are transmitted from a network origination point and received at a network destination point.

Packet Delivery is calculated as follows:

Packet Delivery (%) =	$\frac{\text{Number of frames delivered in the calendar month}}{\text{Total frames sent in the calendar month}} \times 100$
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5. Jitter/Frame Delay Variation

Jitter or Frame Delay Variation is defined as the variation in delay for two consecutive frames that are transmitted (one way) from a network origination point and received at a network destination point. Spectrum measures a sample set of frames every five (5) minutes during a calendar month (except during an Excluded Disruption), and determines the average delay between consecutive frames within each sample set. The monthly Jitter/Frame Delay Variation is calculated as the average of all of the frame delay variation measurements during such calendar month and is expressed in milliseconds (ms).

Jitter or Frame Delay Variation is calculated as follows:

Jitter or Frame Delay Variation Average (ms) =	$\frac{\text{Sum of the Frame Delay Variation measurements for a Service in the calendar month}}{\text{Total number of measurements for a Service in the calendar month}}$
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IV. Remedies

1. Service Credits

If a Service fails to satisfy the SLA Targets during any calendar month and Customer is in compliance with the terms of the Service Agreement and this SLA, then Customer may request credit equal to the corresponding percentage of the monthly recurring charges ("MRC") for the Affected Service as set forth in the tables below. Any credit to be applied will be offset against any amounts due from Customer to Spectrum in the billing cycle following the date Spectrum makes its credit determination. Credit requests must be submitted to Spectrum within thirty (30) days of the calendar month in which the SLA Target was missed. Spectrum will exercise commercially reasonable efforts to respond to such credit requests within 30 days of receipt thereof.

Service Availability Credits		
Downtime		Credit
> 0	< 1 hour	10% of MRC
≥ 1 hour	< 2 hours	20% of MRC
≥ 2 hours	< 4 hours	30% of MRC
≥ 4 hours	< 8 hours	40% of MRC
≥ 8 hours	< 12 hours	50% of MRC
≥ 12 hours	< 16 hours	80% of MRC
≥ 16 hours		100%

Mean Time To Restore ("MTTR") Credits		Latency/Frame Delay (Roundtrip) Credit	Jitter/Frame Delay Variation Credit	Packet Delivery Credit
MTTR > 4 hours < 8 hours	40% of MRC	50% of MRC	50% of MRC	50% of MRC
MTTR ≥ 8 hours	50% of MRC			

All SLA Targets are monthly measurements, and Customer may request only one credit per SLA Target per month for the Affected Service. Should one event impact more than one SLA hereunder, Customer shall receive the single highest of the qualifying credits only. Service Credits hereunder shall not be cumulative per Service. The aggregate credit amount due to Customer in any month will not exceed 100% of the MRC for the Affected Service. Except as set forth below, the credits described in this SLA shall constitute Customer's sole and exclusive remedy, and Spectrum's sole and exclusive liability, with respect to any missed SLA Targets.

2. Chronic Priority 1 Outages

If Customer experiences and reports three (3) separate Priority 1 Outages where the Downtime exceeds four (4) hours during each Priority 1 Outage within three (3) consecutive calendar months, then Customer may terminate the Affected Service without charge or liability by providing at least thirty (30) days written notice to Spectrum; provided, however, that (i) Customer may only terminate the Affected Service; (ii) Customer must exercise its right to terminate the Affected Service by providing written notice to Spectrum within thirty (30) days after the event giving rise to Customer's termination right; (iii) Customer shall have paid Spectrum all amounts due at the time of such termination for all Services provided by Spectrum pursuant to the Service Agreement, and (iv) the foregoing termination right provides the sole and exclusive remedy of Customer and the sole and exclusive liability of Spectrum for chronic Priority 1 Outages and Customer shall not be eligible for any additional credits.

V. Network Maintenance

Maintenance Notice:

Customer understands that from time to time Spectrum will perform network maintenance for network improvements and preventive maintenance. In some cases Spectrum will need to perform urgent network maintenance, which will usually be conducted within the routine maintenance windows. Spectrum will use reasonable efforts to provide advance notice of the approximate time, duration, and reason for any urgent maintenance outside of the routine maintenance windows.

Maintenance Windows:

Routine maintenance may be performed Monday – Friday 12 a.m. – 6 a.m. local time.



Commercial Property Ownership Verification

Thank you for your request for service from Spectrum Business.

To assist in the timely delivery of your contracted services, Spectrum will need the contact information for the Property Owner/Manager of the building in which your business resides. We are requesting that this Form be returned *even if you own the real estate* at your location.

If you **do not** own the property, we ask that you provide us the Property Owner/Manager's contact information. We also ask that you notify the Property Owner/Manager that you have requested Spectrum services and that we will contact them to gain permission to install your services.

THIS IS NOT AN APPROVAL TO INSTALL SERVICES BUT ONLY A REQUEST FOR CONTACT INFORMATION TO REACH THE PROPERTY OWNER/MANAGER. We will be contacting the Property Owner/Manager to obtain a Right of Entry Agreement to permit us to enter upon the property (if necessary) to install your services.

Customer Name _____

Property address _____

City; State; _____ Zip _____

Do you own this property Yes ☐ No ☐

Property Owner/Manager Company Name _____

Property Owner/Manager Name and Title _____

Property Manager Phone # _____

Property Manager Email _____

Date _____



Ethernet Intrastate-Only Traffic Certification

Customer Name (Legal Entity): NYS TCS - Erie County Water Authority

Billing Address:

*****0337

3030 Union Rd.

Cheektowaga NY 14227

Circuit ID / Account Number

Charter Communications Operating, LLC and its subsidiaries providing the Services ("Spectrum"), presumes that more than 10% of the traffic carried on the WAN/Ethernet services that we provide to you over any circuit will be interstate in nature, and that therefore by Federal Communications Commission regulation each such circuit must be treated as jurisdictionally interstate in its entirety. If you expect that **10% or less** of the traffic to be carried over any circuit will be **interstate** in nature, please complete the certification form below to identify the relevant circuit(s) and specify the expected jurisdictional allocation of your traffic associated with such circuit(s). Please note that all Internet-related traffic is presumptively interstate. Also, please note that **you must provide this when you enter into, or renew, your contract or Service Order, when you add WAN/Ethernet services or circuits, and whenever there is a material change in the actual or expected jurisdictional nature of your traffic.** In the event that you fail to provide this certification in accordance with procedures specified by Spectrum, Spectrum reserves the right to again presume that more than 10% of the traffic carried over each circuit is interstate in nature and calculate the fees applicable to that usage accordingly.

CERTIFICATION

I certify that the traffic carried by Spectrum in its provision of WAN/Ethernet services on the circuits **listed on the attached Service Order** is jurisdictionally intrastate and **will contain no more than 10% interstate traffic.**

(Authorized Customer Signature)

(Date Signed)

(Printed Name)

(Title)



Ethernet Intrastate-Only Traffic Certification

Authorized Customer Contact Information:

Phone: (716) 685-8210

Email: daubertine@ecwa.org



CUSTOMER POINT OF CONTACT INFORMATION

Spectrum Business Point of Contact Information Sheet	What?: This sheet is to facilitate the expeditious fulfillment of your order with Spectrum Business. Why?: Completion of this form will assist with accurate and timely installation times and construction How?: Please provide a Local and/or Technical contact for your Service Location(s).				Is site specific contact info needed?	
Charter Contact (Sales)	John Taylor		Service Order Number:	06539814	Do all sites share one contact?	
Service Location	Local Site Contact Information: The Local contact at the Service Location must be available: - To provide access to the technician during the arrival window. - To be available throughout the installation to answer any questions the technician may have. - To confirm the service is operational. - Local Contact may be same as Technical, please indicate if so.			Technical Contact Information (ie. Phone/Data Vendor): The Technical contact at the Service Location must be able: - To coordinate with our Spectrum Project Manager - To work with our network design team - To rate your installation experience. - Technical Contact may be same as Local, please indicate if so.		
Street Address	Site Contact Name	Site Contact Phone Number	Site Contact Email	Technical Contact Name	Technical Contact Phone Number	Technical Contact Email
7039 Cole Rd Unit E HILL, Colden NY 14033						
5885 Chestnut Ridge Rd , Orchard Park NY 14127						
7120 E Eden Rd , Hamburg NY 14075						



CUSTOMER POINT OF CONTACT INFORMATION

7785 Boston St Rd Unit N BOST, Boston NY 14025		
1201 Sweet Home Rd , Amherst NY 14228		
1201 Sweet Home Rd , Amherst NY 14228		
1201 Sweet Home Rd , Amherst NY 14228		



CUSTOMER POINT OF CONTACT INFORMATION

1201 Sweet Home Rd , Amherst NY 14228		

SERVICE AGREEMENT (SA)

Pursuant to NYS OGS TCS Contract PS68706

THIS SERVICE AGREEMENT ("Service Agreement"), is executed upon the date of the last signature set forth in the signature block below and is by and between **Time Warner Cable Northeast, LLC d/b/a Spectrum**, on behalf of those operating subsidiaries providing the Service(s) hereunder ("Spectrum") and Customer (as shown below) and is governed by and subject to the terms and conditions of the **New York State Office of General Services Telecommunications Connectivity Services Contract No. PS68706, as amended (the "NYS OGS TCS Contract")**. Except as specifically modified herein, all other terms and conditions of the NYS OGS TCS Contract shall remain unamended and in full force and effect. The effective date ("Effective Date") is the date Customer receives a completion notice from Spectrum.

Spectrum Contact Information

Contact: John Taylor
Telephone: 7165588031
Email: john.taylor@charter.com

Customer Information

Customer Name NYS TCS - Erie County Water Authority		Order # 14978228
Address 3030 Union Rd. Cheektowaga NY 14227		
Telephone (716) 685-8210		Email: daubertine@ecwa.org
Contact Name Dave Aubertine	Telephone (716) 685-8210	Email: daubertine@ecwa.org
Billing Address 3030 Union Rd. Cheektowaga NY 14227		
Billing Contact Name	Telephone	Email:

NEW AND REVISED SERVICES AT 1201 Sweet Home Rd , Amherst NY 14228

Service Description	Order Term	Quantity	Monthly Recurring Charge(s)	Total Monthly Recurring Charge(s)
EPL 200Mbps	36 Months	4	\$736.00	\$2,944.00
Hub - ELINE Master	36 Months	4	\$0.00	\$0.00
TOTAL*				\$2,944.00

NEW AND REVISED SERVICES AT 5885 Chestnut Ridge Rd , Orchard Park NY 14127

Service Description	Order Term	Quantity	Monthly Recurring Charge(s)	Total Monthly Recurring Charge(s)
EPL 200Mbps	36 Months	1	\$736.00	\$736.00
Spoke	36 Months	1	\$0.00	\$0.00
TOTAL*				\$736.00

NEW AND REVISED SERVICES AT 7039 Cole Rd Unit E HILL, Colden NY 14033				
Service Description	Order Term	Quantity	Monthly Recurring Charge(s)	Total Monthly Recurring Charge(s)
EPL 200Mbps	36 Months	1	\$736.00	\$736.00
Spoke	36 Months	1	\$0.00	\$0.00
TOTAL*				\$736.00

NEW AND REVISED SERVICES AT 7120 E Eden Rd , Hamburg NY 14075				
Service Description	Order Term	Quantity	Monthly Recurring Charge(s)	Total Monthly Recurring Charge(s)
EPL 200Mbps	36 Months	1	\$736.00	\$736.00
Spoke	36 Months	1	\$0.00	\$0.00
TOTAL*				\$736.00

NEW AND REVISED SERVICES AT 7785 Boston St Rd Unit N BOST, Boston NY 14025				
Service Description	Order Term	Quantity	Monthly Recurring Charge(s)	Total Monthly Recurring Charge(s)
EPL 200Mbps	36 Months	1	\$736.00	\$736.00
Spoke	36 Months	1	\$0.00	\$0.00
TOTAL*				\$736.00

ONE TIME CHARGE(S) AT 5885 Chestnut Ridge Rd , Orchard Park NY 14127			
Service Description	Quantity	One Time Charge(s)	Total One Time Charge(s)
Ethernet Fiber Install	1	\$0.00	\$0.00
TOTAL*			\$0.00

ONE TIME CHARGE(S) AT 7039 Cole Rd Unit E HILL, Colden NY 14033			
Service Description	Quantity	One Time Charge(s)	Total One Time Charge(s)
Ethernet Fiber Install	1	\$0.00	\$0.00
TOTAL*			\$0.00

ONE TIME CHARGE(S) AT 7120 E Eden Rd , Hamburg NY 14075			
Service Description	Quantity	One Time Charge(s)	Total One Time Charge(s)
Ethernet Fiber Install	1	\$0.00	\$0.00
TOTAL*			\$0.00

ONE TIME CHARGE(S) AT 7785 Boston St Rd Unit N BOST, Boston NY 14025			
Service Description	Quantity	One Time Charge(s)	Total One Time Charge(s)
Ethernet Fiber Install	1	\$0.00	\$0.00
<u>TOTAL*</u>			\$0.00

ONE TIME CHARGE(S) AT 1201 Sweet Home Rd , Amherst NY 14228			
Service Description	Quantity	One Time Charge(s)	Total One Time Charge(s)
Ethernet Fiber Install	4	\$0.00	\$0.00
<u>TOTAL*</u>			\$0.00



1. TOTAL CHARGE(S). TOTAL MONTHLY RECURRING CHARGES AND TOTAL ONE-TIME CHARGES ARE DUE IN ACCORDANCE WITH THE NYS OGS TCS CONTRACT.
2. THE RATES AND CHARGES SET FORTH IN THIS SA DO NOT INCLUDE, BUT ARE SUBJECT TO TAXES, SURCHARGES AND FEE CHARGES AS SET FORTH IN THE NYS OGS TCS CONTRACT.
3. CUSTOMER WILL NOT BE ELIGIBLE TO RECEIVE ANY OTHER ADDITIONAL DISCOUNTS, PROMOTIONS AND/OR CREDITS.
4. SPECIAL TERMS. [None.]

By signing below, the signatory represents they are duly authorized to execute this Service Order

CUSTOMER	Time Warner Cable Northeast, LLC By: Charter Communications, Inc., its Manager
Signature: _____	Signature: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

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