



ERIE COUNTY WATER AUTHORITY
INTEROFFICE MEMORANDUM

To: Jerome D. Schad, Chair
Peggy A. LaGree, Vice Chair
Michele M. Ianello, Treasurer

Cc: Terrence D. McCracken, Secretary to the Authority
Joyce A. Tomaka, Chief Financial Officer
Charles E. Eaton, Chief Operating Officer
Leonard F. Kowalski, Executive Engineer

From: Mark S. Carney, General Counsel

Date: September 2, 2025

Subject: Indemnity Agreement with John & Jessica Munzel
100 Harvey Drive, Lancaster

John P. Munzel and Jessica A. Munzel, residing at 96 Harvey Drive, Lancaster, New York are the owners of real property located in the Village of Lancaster, and more particularly described in a certain deed duly recorded in the office of the Clerk of the County of Erie in Liber of Deeds 11356 at page 9115.

The Munzel Property is subject to an easement which grants rights to the Erie County Water Authority to maintain and repair a waterline along the property line between the Munzel Property and 100 Harvey Drive (the "Easement").

The Munzel's have requested permission to erect a 6' privacy fence within the Easement Area. The Erie County Water Authority has consented to allowing the placement of the fence with the condition that the Munzels will be responsible for any damage done to the water line during installation of the fence or as a result of the same.

We respectfully request the Board of Commissioners consider authorizing the Chairman to execute the agreement, at the next Board Meeting 09-18-2025.

MSC:mes

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

Document Name: _____ **Project No.:** _____

Description: _____

Item Description:

Choose one:

Other: _____

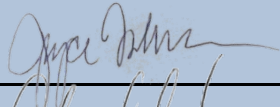
Action Requested:

Choose one:

Other: _____

Approvals Required:

APPROVED AS TO CONTENT:

Chief Financial Officer		Date: 09/09/2025
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Chief Operating Officer		Date: 09/02/2025
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Claims Rep. – Risk Manager		Date: _____
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Comptroller		Date: _____
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Director of Administration		Date: _____
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Director of Distribution		Date: _____
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Director of Human Resources		Date: _____
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Director of IT		Date: _____
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Director of Production		Date: _____
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Director of Water Quality		Date: _____
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Executive Engineer		Date: 09/08/2025
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General Counsel (Legal)		Date: 9/02/2025
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Other: _____		Date: _____
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APPROVED FOR BOARD RESOLUTION:

Secretary to the Authority		Date: _____
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Remarks: _____

Resolution Date: _____ **Item No:** _____

INDEMNITY AGREEMENT

This Agreement made and entered on this 11 day of August, 2025, by and between John P. Munzel and Jessica A. Munzel, residing at 96 Harvey Drive, Lancaster, New York ("the Munzels"), and the Erie County Water Authority, a public benefit corporation, with offices located at 295 Main Street, Room 350, Buffalo, New York (the "Authority").

WHEREAS, the Munzels are the owner of real property located in the Village of Lancaster, and more particularly described in a certain deed duly recorded in the office of the Clerk of the County of Erie in Liber of Deeds 11356 at page 9115 (the "Munzel Property"); and

WHEREAS, the Munzel Property is subject to an easement which grants rights to the Erie County Water Authority to maintain and repair a waterline along the property line between the Munzel Property and 100 Harvey Drive (the "Easement"); and

WHEREAS, the Munzels have requested permission to erect a 6' privacy fence within the Easement Area; and

WHEREAS, the Erie County Water Authority has consented to allowing the placement of the fence with the condition that Munzel will be responsible for any damage done to the water line during installation of the fence or as a result of the same; and

WHEREAS, the Munzels shall also be responsible to replace, or repair said fence should the Authority or any of their agents or assigns have to maintain, repair or replace the water line in said Easement Area; and

WHEREAS, the Munzels now agree to indemnify and hold the Authority harmless as to any damage and/or injuries which may be caused as result of the installation of said privacy fence, inclusive of all claims, suits, causes of action, judgments or damages sustained by the Authority or any other person or persons for bodily injury or for injury to or loss of property resulting from, caused by or arising out of the conduct of owners, their agents, servants or invitees.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other further consideration, the parties agree as follows:

1. To the fullest extent permitted by law, the Munzels, their heirs, successors, and assigns shall indemnify, defend, and hold harmless the Authority, their Board of Commissioners, directors, officers, employees, agents, contractors, invitees, designees, servants, and visitors to whom the Authority are legally responsible, from and against any and all liability, claims, fines, losses, actions, judgments, damages, costs, expenses, fees, including but not limited to attorney's fees, in connection with the Authority's use, enjoyment, maintenance, and control of the Easement Area.

2. The Munzels agree to pay for all expenses associated with and shall not seek reimbursement from the Authority for returning the Easement Area to its original condition, which

includes, but is not limited to, any fence repair and/or replacement needed or that will be needed on or for the Easement Area.

3. This Agreement shall be governed by the laws of the State of New York.

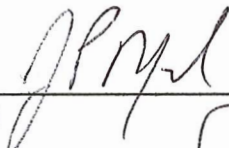
4. This Agreement shall not be changed, modified, or altered except in a written instrument signed by all parties.

5. This Agreement constitutes the entire agreement between the parties relating to and within the subject matter and it's intended to supersede any prior agreements between the parties with respect to the subject matter herein.

6. Any notice permitted or required to be given by terms of this agreement shall be in writing and shall be deemed to be sufficiently given only if delivered personally or mailed by certified mail, return receipt requested, to the address set forth above for the parties, or such other addresses as any party may here after designate by written notice to the other parties given in conformity with this section.

7. This Agreement may be executed in counterparts.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the proper party thereunto as of the day and year first above written.



John P. Munzel



Jessica A. Munzel

ERIE COUNTY WATER AUTHORITY

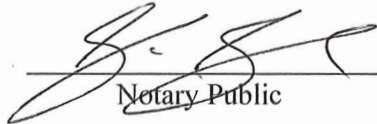
By: _____
Jerome D. Schad, Chair

Acknowledgements to follow.

STATE OF NEW YORK)
COUNTY OF ERIE) ss:

On the 11 day of August, 2025, before me, the undersigned, a Notary Public in and for the State, personally appeared JOHN P. MUNZEL, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Stephen B. Staebell
Notary Public, State of New York
No. 01ST6320517
Qualified in Erie County 27
Commission Expires March 9, 2027

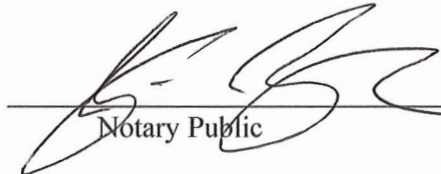


Notary Public

STATE OF NEW YORK)
COUNTY OF ERIE) ss:

On the 11 day of August, 2025, before me, the undersigned, a Notary Public in and for the State, personally appeared JESSICA A. MUNZEL, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Stephen B. Staebell
Notary Public, State of New York
No. 01ST6320517
Qualified in Erie County 27
Commission Expires March 9, 2027



Notary Public

STATE OF NEW YORK)
COUNTY OF ERIE) ss:

On the ____ day of _____, 2025, before me, the undersigned, a Notary Public in and for the State, personally appeared 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 public benefit corporation described in the above instrument, and he signed his name thereto by authorization of the Board of Commissioners of the Erie County Water Authority pursuant to a duly enacted resolution.

Notary Public

JOHN MUNZEL
96 HARVEY DR.
LAMCASTER, NY 14086

ECWA
ATTN: LEGAL DEPT.
295 MAIN ST., RM. 350
BUFFALO, NY 14203-2494

ERIE COUNTY WICK HUIII
14 AUG 25 PM 2:18

14203-249499



BUFFALO NY 140

13 AUG 2025 AM 2 L



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