

ERIE COUNTY WATER AUTHORITY
AUTHORIZATION FORM
For Approval/Execution of Documents
(check which apply)

Contract: 201500037 **Project No.:** _____
Project Authorization to Enter Into a MOU with the Village of Hamburg
Description: _____

Item Description:

- | | | | |
|--|--|---|---------------------------------------|
| <input type="checkbox"/> Agreement | <input type="checkbox"/> Professional Service Contract | <input type="checkbox"/> Amendment | <input type="checkbox"/> Change Order |
| <input type="checkbox"/> BCD | <input type="checkbox"/> NYSDOT Agreement | <input type="checkbox"/> Contract Documents | <input type="checkbox"/> Addendum |
| <input type="checkbox"/> Recommendation for Award of Contract | <input type="checkbox"/> Recommendation to Reject Bids | | |
| <input type="checkbox"/> Request for Proposals | | | |
| <input checked="" type="checkbox"/> Other <u>Authorization to Enter into a MOU with Village of Hamburg</u> | | | |

Action Requested:

- | | |
|--|--|
| <input checked="" type="checkbox"/> Board Authorization to Execute | <input type="checkbox"/> Legal Approval |
| <input type="checkbox"/> Board Authorization to Award | <input checked="" type="checkbox"/> Execution by the Chairman |
| <input type="checkbox"/> Board Authorization to Advertise for Bids | <input type="checkbox"/> Execution by the Secretary to the Authority |
| <input type="checkbox"/> Board Authorization to Solicit Request for Proposals | |
| <input checked="" type="checkbox"/> Other <u>Authorization to Enter into a MOU with Village of Hamburg</u> | |

Approvals Needed:

APPROVED AS TO CONTENT:

- | | | |
|--|--------------------------|---------------------|
| <input checked="" type="checkbox"/> COO/CFO | <u>Karen A. Bendysch</u> | Date: <u>7/8/19</u> |
| <input checked="" type="checkbox"/> Comptroller | <u>Karen A. Bendysch</u> | Date: <u>7/8/19</u> |
| <input type="checkbox"/> Director of Administration | | Date: _____ |
| <input checked="" type="checkbox"/> Executive Engineer | <u>Russell J. Fols</u> | Date: <u>7/8/19</u> |

APPROVED AS TO FORM:

- | | | |
|---|---------------------------|---------------------|
| <input checked="" type="checkbox"/> Legal | <u>Margaret A. Murphy</u> | Date: <u>7/9/19</u> |
|---|---------------------------|---------------------|

APPROVED FOR BOARD RESOLUTION:

- | | | |
|--|--------------------|---------------------|
| <input checked="" type="checkbox"/> Secretary to the Authority | <u>[Signature]</u> | Date: <u>7/9/19</u> |
|--|--------------------|---------------------|

Remarks: _____

Resolution

Date: _____

Item

No: _____

**VILLAGE OF HAMBURG
MEMORANDUM OF UNDERSTANDING**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") made this 18th day of **July, 2019** ("Effective Date") by and between the **VILLAGE BOARD OF THE VILLAGE OF HAMBURG**, acting as commissioners for the Village Water District, with offices at 100 Main Street, Hamburg, New York 14075 (the "Village") and the **ERIE COUNTY WATER AUTHORITY**, a public benefit corporation having an office and principal place of business at 295 Main Street, Room 350, Buffalo, New York 14203 (the "Authority").

RECITALS

WHEREAS, the Village has created a Water District (the "District") and is the owner of certain property and facilities used for the sale and distribution of water to customers in said District; and

WHEREAS, pursuant to a Lease Management Agreement dated March 20, 1997, and amended on August 28, 1997 (the "LMA"), the District is leased and managed by the Authority, which obligates the Authority to make non-capital repairs to the District's property and facilities; and

WHEREAS, under the LMA, the Village retains the obligation to pay for capital improvements and to undertake periodic upgrades of water lines and other facilities at the Authority's request; and

WHEREAS, the Village has determined that it would be in the best interests of its residents and businesses to convey the property and facilities of the District (the "System") to the Authority in consideration of the Authority providing direct service to the District's water customers; and

WHEREAS, the Authority and the Village agree that the Village will need to undergo a number of legal procedures in order to authorize the transfer of the System to the Authority, which procedures may take a considerable period of time; and

WHEREAS, prior to conveying the property and facilities of the System, the Village agrees to make a number of improvements to bring the System up to the standards required by the Authority before the Authority will agree to enter into a direct service agreement; and

NOW, THEREFORE, pursuant to this MOU, the parties do hereby agree as follows:

1. The Village agrees to make the improvements to the System as outlined in this MOU and in Appendix A which may take the Village more than one year to design, to comply with state and local bidding requirements or other best practices, and to construct the improvements.

2. Upon completion of the improvements identified in this MOU or any subsequent Memoranda of Understanding, the Village will take necessary legal steps to convey the property and facilities of the System to the Authority. Both the Village's attorney and the Authority's attorney must reach agreement as to the legal requirements for conveying a Village Water System to a public authority.

3. If the Village makes the necessary improvements to bring the System up to the standards required by the Authority, as set forth in this MOU and any subsequent Memoranda of Understanding, the Authority agrees to enter into a Direct Service Agreement to accept the System from the Village and to service Village customers as a direct service provider.

4. The Authority and the Village agree to enter into a cooperative agreement regarding the construction and cost of the new water storage tank to be designed and built by the Village and owned by the Authority upon execution of the Direct Service Agreement between the Village and the Authority. The issue of cost allocation for design and construction of the new tank will be addressed in the cooperative agreement between the parties.

5. Prior to the execution of a Direct Service Agreement, the Authority may require the Village to perform additional waterline replacement work in accordance with the following criteria:

- 5.1 Any waterline that incurs multiple repairs averaging greater than four repairs per mile per year. The Authority will evaluate these situations periodically based on increments of ½ mile of pipe or greater.
- 5.2 Any waterline that experiences breakage and repairs, and that the Authority and the Village in good faith determine through physical inspection and testing to be at the end of its serviceable life. If the parties cannot agree as set forth above, an independent third party shall be mutually selected to make such determination.
- 5.3 Any waterline that is less than six inches in diameter which has a hydrant connected to it and is discovered after the execution of this MOU, and that was not listed, discussed or known by the parties prior to the execution of the MOU. The parties agree that they will compile a list of any such waterlines which are presently known to the parties prior to the date of the execution of this MOU.

6. The Village will provide the following complete and comprehensive inventory of the System, including:

- 6.1 Total miles and the historical cost or net book value of pipe by size and the average age of the total inventory. The inventory should contain not only the size but also the type of pipe (i.e. lead, cast iron, galvanized steel, asbestos cement, ductile iron or plastic PVC). The inventory should also list which pipes are within the public right-of-way or within an area for which the Village has an easement.
- 6.2 Total number of hydrants and the historical cost or net book value and the average age of the total inventory.

- 6.3 Total number of large valves (i.e. 4" or larger) and the historical cost or net book value and average age of the total inventory. In lieu of the average age of the various inventories, the average remaining useful life at the time it was recorded is sufficient.
- 6.4 Total number of cross-connection control devices by type and date initially installed.
- 6.5 The material composition (i.e. lead, cast iron, galvanized steel, asbestos cement, ductile iron or plastic PVC) of each water service connection, as that phrase is defined in paragraph 1.19 of the Authority's Tariff, listed by address and by customer.
7. The Village will provide to the Authority all available documentation possessed by the Village reflecting investment, work, maintenance, capital improvement, and other information associated with the System.
8. The Village will provide the Authority with a legal description and map with metes and bounds of the District along with all available documentation showing the record drawings of all existing and new mains and appurtenances, service connection details, filed books and any other information pertinent to the System
9. The Village will replace any waterline that is known to be less than six inches (6") in diameter.
10. The Village will replace all public lead water lines within the System.
11. The Village will replace all hydrants and line valves not meeting the Authority standard specifications pursuant to an inventory provided by the Authority. Absent such an inventory, upon mutual agreement of the parties.
12. The Authority will not service mains on private property. Such mains must either be isolated and master metered, or abandoned in favor of mains in the right-of-way.
13. The parties understand that conveyance of the System to the Authority may be subject to permissive referendum, and that the Village cannot guarantee that it will be in a position to complete the work required and to authorize the transfer. On this basis, the Village will be under no legal obligation to transfer the System to the Authority and the Authority will have no obligation to accept the transfer of the System, unless the Village undertakes all the improvements as set forth in this MOU and/or any subsequent Memorandum of Understanding and completes all steps necessary to authorize the transfer within three years following the Effective Date of this MOU, unless the date is extended due to extenuating circumstances and upon the mutual agreement of both parties.
14. This MOU shall not be assigned by either party without the express written consent of both the Village and the Authority.

15. The effective date of this MOU shall be the date when the Authority's Board of Commissioners authorizes its Chair, by resolution, to sign the MOU.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the dates below, as follows:

ERIE COUNTY WATER AUTHORITY

**VILLAGE BOARD OF THE VILLAGE
OF HAMBURG**

By _____
Jerome D. Schad, Chairman

By _____
Thomas J. Moses, Sr., Mayor

STATE OF YORK)
COUNTY OF ERIE) ss:

On the ____ day of _____ in the year 2019, before me personally came Thomas J. Moses, Sr., to me known, who, being by me duly sworn, did depose and say that he resides in the Village of Hamburg, New York, that he is the Mayor of the Village of Hamburg described in the above instrument, and he signed his name thereto by the authorization of the Village Board of the Village of Hamburg pursuant to a duly enacted resolution.

Notary Public

STATE OF YORK)
COUNTY OF ERIE) ss:

On the ____ day of July, in the year 2019, before me personally came Jerome D. Schad, to me known, who, being by me duly sworn, did depose and say that he resides in the Town of Amherst, New York, that he is the Chairman of the Board of Commissioners for the Erie County Water Authority described in the above instrument, and he signed his name thereto by the authorization of the Board of Commissioners for the Erie County Water Authority.

Notary Public

APPENDIX A

Location	Description of Work
* Anderson Place	Replace 700 linear feet from Highland Avenue to Norwood Avenue with 8" water main
* Brendel Avenue	Replace 400 linear feet from Hunt Avenue to Darlich Avenue with 8" water main
* Central Avenue	Replace 1,000 linear feet from Pierce Avenue to S Lake Street with 8" water main
* Colvin Avenue	Replace 1,100 linear feet from Prospect Avenue to Norwood Avenue with 8" water main
* Crescent Avenue	Replace 2,000 linear feet from Hillview Place to Taylor Road with 8" water main
* Donald Place	Replace 700 linear feet from Highland Avenue to Norwood Avenue with 8" water main
E. Prospect Avenue	Abandon 2,400 linear feet of 4 & 6" main from Hunt Avenue to #311 E Prospect and replace 2,400 of 12" main from George Street to McKinley Pkwy
* East Union Street	Abandon 750 linear feet of 4" main and transfer services - Pine Street to Hunt
* George Street	Abandon 500 linear feet and replace 2,600 linear feet water main from E Prospect Avenue to Charlotte Avenue
* Haviland Place	Abandon 500 linear feet of 4" main and transfer services to 8" main
Hawkins Avenue	Replace 1,000 linear feet from Pleasant Avenue to Prospect Avenue from 4" water main to 8" water main

- * Henderson Place Replace 900 linear feet from Pine Street to Hunt Avenue with 8" water main
- * Hunt Avenue Replace 2,400 linear feet from E Main Street to E. Prospect Avenue with 8" water main
- Huntington Court Replace 1,460 linear feet from Hunt Avenue to Charlotte Avenue with 8" water main
- * Idlewood Avenue Replace 1,220 linear feet from Pierce Avenue to S Lake Street with 8" water main
- * Long Avenue Replace 800 linear feet from Pierce Avenue to South Lake Street with 8" main
- * Long Avenue Replace 600 linear feet waterline from Lake Street to House #203
- * Maple Avenue Replace 1,600 linear feet from Hawkins to Buffalo Street with 8" water main
- * Maple Avenue Replace 700 linear feet From Sickmon Avenue to Marengo Street with 8" water main
- * Marengo Street Replace 600 linear feet from Pleasant Avenue to Maple Avenue with 8" water main
- * Martha Place Replace 400 linear feet from Raymond Street to East Prospect Avenue with 8" water main
- * Milford Street Abandon 1,450 linear feet of 6" main and transfer service to 12" main
- * Oakland Place Replace 700 linear feet from Highland Avenue to Norwood Avenue with 8" water main
- * Oliver Street Replace 900 linear feet from Division Street to Buffalo Street with 8" water main

* Parkside Avenue	Replace 1,180 linear feet from George Street to Charlotte Avenue with 8" water main
* Pleasant Avenue	Replace 700 linear feet from Scott Street to Lake Street with 8" water main
* Pleasant Avenue	Abandon 800 linear feet of 4" main from #446 Pleasant Avenue to W. View Avenue
* Pleasant Avenue	Replace 800 linear feet from Marengo St to Hawkins
* Prospect Avenue	Abandon 610 linear feet of 2-inch water main and transfer service between Sikmon Avenue and Morengo Avenue
S. Buffalo Street	Replace 200 linear feet south of Long Ave
Saint Mary's Place	Replace 900 linear feet from E Main Street to Huntington Court
* Sherwood Avenue	Replace 1100 linear feet of 6" main due to leak history
* Sickmon Avenue	Replace 500 linear feet from Pleasant Avenue to Maple Avenue with 8" water main
* Victory Avenue	Replace 1,300 linear feet From Brendel Avenue to E Main Street with 8" water main
* West Avenue	Abandon 1,200 linear feet of 4" main and transfer service to 6" water main

Work denoted with an asterisk (*) has been acknowledged and confirmed by the Village's engineer.