



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

September 8, 2025

To: Terrence D. McCracken, Secretary to the Authority

From: Michael J. Quinn, PE, Director of Distribution

A handwritten signature in dark ink, appearing to read "MJQ", is written over the "From:" line.

Subject: Access Agreement for Niagara Mohawk Power Corporation  
Guenther Pump Station and Tank Property  
3478 Pleasant Avenue, Town of Hamburg  
ECWA Project No. 202500189

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Niagara Mohawk Power Corporation (NMPC) has requested temporary access across a small section of the Authority's Guenther Pump Station and Tank property. NMPC intends to use the area to access an adjacent NMPC-owned property for maintenance of their transmission system.

The ECWA Law and Engineering Departments have developed the attached Agreement and collectively are recommending that the Board consider it for approval and, if approved, authorize the Chairman to execute same. There is no cost associated with this Agreement.

Attached find three copies of the Agreement for execution by the Chairman. Thank you and please feel free to contact me if you have any questions.

MJQ:jmf  
Attachments  
cc: L.Kowalski  
W.Wheeler  
HATN-325-2501

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

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

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

**Item Description:**

Choose one:

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



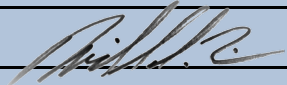
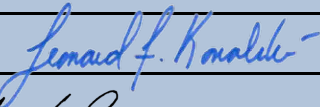

**Action Requested:**

Choose one:

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

**Approvals Required:**

**APPROVED AS TO CONTENT:**

Chief Financial Officer	_____	Date: _____
Chief Operating Officer		Date: 09/08/2025
Claims Rep. – Risk Manager		Date: 9/8/2025
Comptroller	_____	Date: _____
Director of Administration	_____	Date: _____
Director of Distribution		Date: 9/8/2025
Director of Human Resources	_____	Date: _____
Director of IT	_____	Date: _____
Director of Production	_____	Date: _____
Director of Water Quality	_____	Date: _____
Executive Engineer		Date: 09/08/2025
General Counsel (Legal)		Date: 9/8/2025
Other: _____	_____	Date: _____

**APPROVED FOR BOARD RESOLUTION:**

Secretary to the Authority		Date: 09/08/2025
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**Remarks:** \_\_\_\_\_

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

## LICENSE AGREEMENT

THIS LICENSE AGREEMENT, (this “*Agreement*”), made this \_\_\_\_ day of September, 2025 between the **ERIE COUNTY WATER AUTHORITY**, a public benefit corporation having its principal office and place of business at Ellicott Square Building, 295 Main Street, Suite 350, Buffalo, NY 14203, hereinafter referred to as **GRANTOR** and **NIAGARA MOHAWK POWER CORPORATION**, a New York Corporation with a place of business at 144 Kensington Avenue, Buffalo, New York 14214, hereinafter referred to as **GRANTEE**.

**WHEREAS**, the GRANTOR is the owner in fee simple of certain premises located in the Town of Hamburg and more particularly described in a certain deed duly recorded in the office of the Clerk of the County of Erie in Liber 07577 of Deeds at page 00497, and commonly known as the Guenther Pump Station and Water Storage Tank located at 3478 Pleasant Avenue in the Town of Hamburg;

**WHEREAS**, GRANTEE desires temporary access to a portion of the Property to allow for temporary access to adjacent lands owned by the GRANTEE; and

**WHEREAS**, GRANTOR has agreed to grant a temporary license to GRANTEE for ingress and egress to and access over the Property as depicted on Exhibit A (“License Area”);

**NOW, THEREFORE**, in consideration of One (\$1.00) and no more Dollars and other good and valuable consideration given by the GRANTEE to the GRANTOR, the parties agree as follows:

**GRANTING OF TEMPORARY LICENSE:** The GRANTOR does hereby grant and release unto the GRANTEE, its successors and assigns, a temporary license to access and use the License Area, by Grantee and its designated agents, contractors and employees to facilitate the installation and/or replacement of the Facilities currently providing service to the Property and other premises.

**EXERCISE OF RIGHTS:** The work shall be performed at GRANTEE’S sole cost and expense. Upon completion of the work, the GRANTEE shall, at its sole cost and expense, restore any improvements, including driveways, walkways, grass, vegetation or trees, and any improvements which it removes or damages as a result of its exercise of rights under this Agreement, to substantially its condition as it exists immediately prior to the work.

**TERM OF LICENSE:** The GRANTEE, or its designated agent, consultant or contractor, shall provide the GRANTOR with at least five (5) days’ prior notice of the date upon which it intends to commence the exercise of its rights under this Agreement and GRANTEE’S rights shall take effect on the date that such construction actually commences (the “**Commencement Date**”) and continue in effect for a period of 90 (ninety) days, after which time this Agreement will terminate, unless extended by mutual agreement of the parties hereto.

**ASSUMPTION AND INDEMNIFICATION:** The GRANTEE assumes all risk of loss, damage or injury to persons or property occasioned by the negligence, willful misconduct, or

otherwise arising out of or in any way connected with the exercise of its rights under this Agreement, and the GRANTEE expressly agrees to indemnify, defend and save harmless the GRANTOR, its successors and assigns from and against all such loss, damage or injury, from all claims arising out of such loss, damage or injury, and from all costs and expenses connected therewith to the extent of the GRANTEE's negligence or willful misconduct.

**COUNTERPARTS.** This Agreement may be executed in counterparts.

**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. No subsequent agreement made among the parties shall be binding on any party unless reduced to writing and signed by an authorized officer of the party.

**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 among the parties shall be governed, interpreted, and decided by a court of competent jurisdiction of the State of New York, situated in the County of Erie, in accordance with the laws of the State of New York.

Balance of page blank. Signature page to follow.

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

GRANTOR:

ERIE COUNTY WATER AUTHORITY

By: \_\_\_\_\_  
Jerome D. Schad, Chairman

GRANTEE:

NIAGARA MOHAWK POWER CORPORATION

By: \_\_\_\_\_  
Name:  
Title:

Acknowledgements to follow.

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

On the \_\_\_\_ day of August, in the year 2025, before me, the undersigned, a Notary Public in and for the State, personally appeared **Jerome D. Schad**, Chairman of the Erie County Water Authority, 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 on behalf of which the individual acted, executed the instrument.

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Notary Public

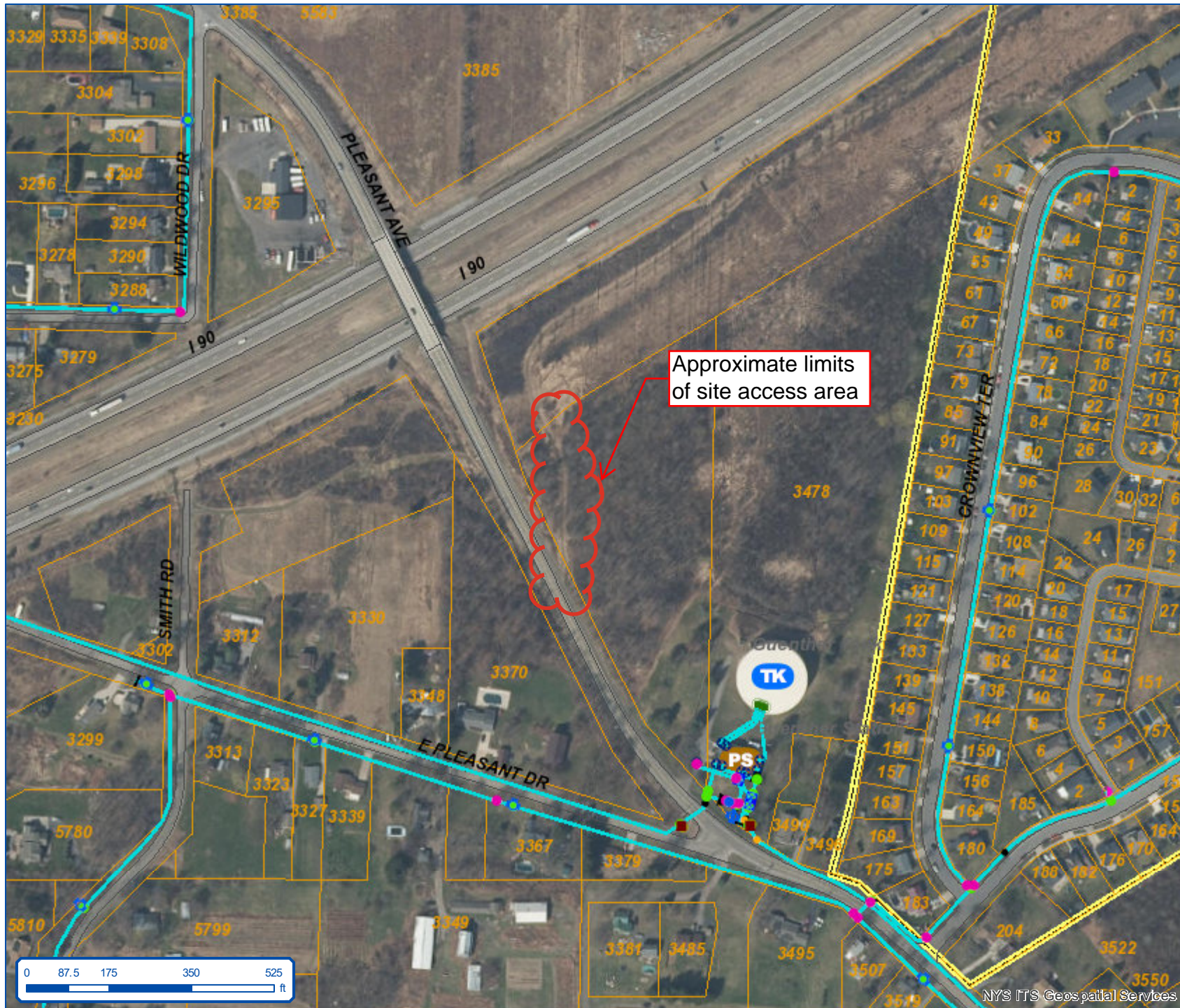
STATE OF NEW YORK     )  
                                          ) ss:  
COUNTY OF ERIE         )

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2025 before me, the undersigned, a Notary Public in and for the State, personally appeared \_\_\_\_\_, 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 attached 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 on behalf of which the individual acted, executed the instrument.

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Notary Public





## GUENTHER SITE

July 25, 2025



**ERIE COUNTY WATER  
AUTHORITY**  
BUFFALO, NEW YORK