

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

Contract: _____ **Project No.:** 202000218
Project Description: Addition of 12 SIP Trunks – Ellicott Square Time Warner/Spectrum

Item Description:



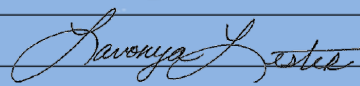

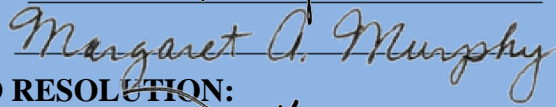
Agreement Professional Service Contract Amendment Change Order
 BCD NYSDOT Agreement Contract Documents Addendum
 Recommendation for Award of Contract Recommendation to Reject Bids
 Request for Proposals
 Other _____

Action Requested:


Board Authorization to Execute Legal Approval
 Board Authorization to Award Execution by the Chairman
 Board Authorization to Advertise for Bids Execution by the Secretary to the Authority
 Board Authorization to Solicit Request for Proposals
 Other _____

Approvals Needed:

APPROVED AS TO CONTENT:

<input checked="" type="checkbox"/> Acting Manager of IT	<u></u>	Date: <u>8/11/2020</u>
<input checked="" type="checkbox"/> Chief Operating Officer	<u></u>	Date: <u>8/12/2020</u>
<input type="checkbox"/> Executive Engineer	_____	Date: _____
<input checked="" type="checkbox"/> Director of Administration	<u></u>	Date: <u>08/18/2020</u>
<input type="checkbox"/> Risk Manager	_____	Date: _____
<input checked="" type="checkbox"/> Chief Financial Officer	<u></u>	Date: <u>08/18/2020</u>
<input checked="" type="checkbox"/> Legal	<u></u>	Date: <u>08/19/2020</u>

APPROVED FOR BOARD RESOLUTION:

<input checked="" type="checkbox"/> Secretary to the Authority	<u></u>	Date: <u>08/19/2020</u>
--	---	-------------------------

Remarks: _____

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



ERIE COUNTY WATER AUTHORITY
INTEROFFICE MEMORANDUM

August 11, 2020

To: Jerome D. Schad, Chair
Mark S. Carney, Vice Chair
Peggy A. LaGree, Treasurer
Terrence D. McCracken, Secretary to the Authority

From: Jeffrey Schlierf, Acting Manager of Information Technology *JLS*

Subject: Addition of 12 SIP Trunks – Ellicott Square
ECWA Project No. 202000218

On October 17, 2019, a Board Resolution was passed to have Time Warner install 24 SIP trunks at our Ellicott Square location. These “lines” handle incoming and outgoing phone calls.

After discussing some of the Cisco phone system capabilities, for example, auto call back for customers, there is a need to increase the number of lines at our Ellicott Square location from 24 to 36. Each incoming, and outgoing, call takes up one of these lines. The cost increase for 12 additional lines will be a total of \$172 per month.

Please consider amending the current contract with Time Warner Cable Northeast LLC d/b/a Spectrum at the August 27th Board meeting.

JS:jmf
Attachment
cc R.Stoll
K.Prendergast



Customer Service Order

THIS SERVICE ORDER ("Service Order"), is executed and effective upon the date of the signature set forth in the signature block below ("Effective Date") and is by and between Charter Communications Operating, LLC 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 Spectrum Enterprise Commercial Terms of Service posted to the Spectrum Enterprise website, <https://enterprise.spectrum.com/> (or successor url) or, if applicable, an existing services agreement mutually executed by the parties (each, as appropriate, a "Service Agreement"). Except as specifically modified herein, all other terms and conditions of the Service Agreement shall remain unamended and in full force and effect.

Account Executive: Donald Young
Phone: 5857561294 ext:
Cell Phone: 5854351698
Email: donald.young@charter.com

Order # 11800849

Customer Information: Customer Code		
Business Name	ERIE COUNTY WATER AUTHORITY	Customer Type: Existing Customer
Billing Address		
Attention To:		Account Number
295 MAIN ST BUFFALO NY 14203		202186901
Billing Contact	Billing Contact Phone	Billing Contact Email Address
Jeff Schlierf	(716) 685-8271	jschlierf@ecwa.org
Authorized Contact	Authorized Contact Phone	Authorized Contact Email Address
Jeff Schlierf	(716) 685-8271	jschlierf@ecwa.org
Technical Contact	Technical Contact Phone	Technical Contact Email Address
Jeff Schlierf	(716) 685-8271	jschlierf@ecwa.org

Trunk Service Order Information For 295 Main St Buffalo NY 14203

Current LEC	Current IXC	LEC BTN(S)	E-911 Location 1	E-911 Location 2	E-911 Location 3

Current Services and Monthly charges At 295 Main St , Buffalo NY 14203

Description	Quantity	Sales Price	Monthly Recurring Total
BC SIP TRUNK	24	\$14.37	\$344.88
SIP TAG - FIBER	1	\$0.00	\$0.00
TRUNK 5,000 MOU	1	\$0.00	\$0.00
VOICE TERM - 3 YR	1	\$0.00	\$0.00
DID BLOCK 20 NUMBERS	1	\$3.00	\$3.00
DID BLOCK 100 NUMBERS	1	\$0.00	\$0.00
TRUNK-MAIN NUMBER-FIBER	1	\$0.00	\$0.00
*Total			\$347.88

*Prices do not include taxes and fees.

New and Revised Services and Monthly Charges At 295 Main St , Buffalo NY 14203

Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
5,000 Minutes	1	\$0.00	\$0.00	36 Months
DID Block 20 Numbers	3	\$0.00	\$0.00	36 Months
Enterprise Trunking	12	\$14.37	\$172.44	36 Months
*Total			\$172.44	

*Prices do not include taxes and fees.

One Time fees At 295 Main St , Buffalo NY 14203

Description	Quantity	Sales Price	Total
SIP Install	1	\$0.00	\$0.00
Total			\$0.00

*Prices do not include taxes and fees.



Spectrum™ Business Voice and Trunk Services E911 Acknowledgment

Customer Name: ERIE COUNTY WATER AUTHORITY

Billing Address: 295 MAIN ST BUFFALO NY 14203

Please confirm that you understand this important information regarding E911 access and Spectrum Business Voice and Trunk Service.¹

The customer premises equipment (“CPE”) used for Spectrum Business Voice and Trunk Service (“Spectrum Business CPE”) is electrically powered and, in the event of a power outage or Spectrum network failure, E911 services may be unavailable.

When you dial 911, your service address is automatically provided to an emergency services provider. Spectrum Business CPE must not be moved to a new service address without first contacting Spectrum to identify your new service location. If you move the Spectrum Business CPE to a new service address without authorization and dial 911, you will need to provide your address to the 911 operator or your call may be misdirected to the wrong location or wrong emergency provider.

During the first 72 hours after initiating service or advising us of an address change, if you dial 911, you must provide your new service address to the emergency operator. This is necessary to ensure emergency services are dispatched to your new service address because the emergency operator may not have the new service address in their records. In some locations, depending on the equipment used by local governments to provide 911 service, you will always need to convey the 911 service location information to the emergency operator.

You agree to specifically advise each end user of Spectrum Business Voice and Trunk Service, prominently and using the highlighted language provided above, of the circumstances under which E911 service may not be available through Spectrum Business Voice and Trunk Service. You also agree to distribute E911 Safety Stickers, as supplied by Spectrum, to all end users of the Spectrum Business Voice and Trunk Service and instruct each end user to place an E911 Safety Sticker on or near any telephone or other voice-enabled equipment used in conjunction with the service.

You must ensure that all alarm, security, medical and/or other monitoring systems and services are tested to validate proper operation after Spectrum Business Voice and Trunk Service is installed. You will not activate Custom Caller ID for Trunks unless the customer-defined telephone number is active and assigned to you and you employ a customer premises equipment solution that ensures that outbound emergency/911 calls are routed to an

¹ “Spectrum” refers to Charter Communications Operating, LLC and its subsidiaries providing you the Services.



appropriate public safety answering point or other responding agency based on the caller's location, in a manner consistent with applicable law.

By signing my name below, I acknowledge that the Customer has received and understands this Notice and Acknowledgement and agrees to the obligations described above.

(Authorized Customer Signature) (Date Signed)

(Printed Name) (Title)

Spectrum Enterprise Trunking Service Level Agreement

This document outlines the Service Level Agreement ("SLA") for SIP Trunking Service and PRI Service (the "Service").

This SLA is a part of, and is hereby incorporated by reference into, the Spectrum Enterprise Service Agreement (including the terms and conditions, attachments, and Service Orders described therein, the "Agreement"). To the extent any provision of this SLA conflicts with the Agreement, this SLA shall control. This SLA document applies only to services provided over Spectrum's own network ("On-Net") and not any portion that is provided by a third party. All SLA Targets in the table below are measured at the individual circuit or Service level, and any applicable credits are issued only for the affected On-Net circuit or Service (the "Affected Service"). Capitalized words used, but not defined herein, shall have the meanings given to them in the Agreement.

I. SLA Targets for On-Net Services:

Service Availability	Mean Time To Restore ("MTTR")
99.99%	Priority 1 Outages within 4 hours

II. Priority Classification:

A "Service Disruption" is defined as an outage, disruption, or severe degradation, other than an Excluded Disruption, that interferes with the ability of a Service to complete inbound and/or outbound voice calls. The Service Disruption period begins when Customer reports a Service Disruption using Spectrum's trouble ticketing system by contacting Customer Care, Spectrum acknowledges receipt of such trouble ticket, Spectrum validates that the Service is affected, and Customer releases the Service for testing. The Service Disruption ends when the Affected Service has been restored.

"Service Degradation" means a degradation of the Service that is not a Service Disruption or a result of an Excluded Disruption, but Customer's use of the Service is impacted.

"Excluded Disruption" means (i) planned outages, (ii) routine or urgent maintenance, (iii) time when Spectrum is unable to gain access to Customer's premises 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) Customer is not prepared to release the Service for testing, and (vii) Force Majeure Events.

Spectrum classifies Service problems as follows:

Priority	Criteria
Priority 1	<p>Each a "Priority 1 Outage":</p> <ul style="list-style-type: none"> Service Disruption resulting in a total loss of Service; or Service Degradation to the point where Customer is unable to use the Service and is prepared to release it for immediate testing.
Priority 2	<ul style="list-style-type: none"> Service Degradation where Customer is able to use the Service and is not prepared to release it for immediate testing.
Priority 3	<ul style="list-style-type: none"> A service problem that does not impact the Service; or A single non-circuit or trunk specific quality of Service inquiry.

Customer may request only one SLA Service Credit per month for the Affected Service. Should one event impact more than one SLA hereunder, Customer shall receive the single highest of the qualifying Service Credits only. Except as set forth below, the Service Credit 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. Service Credits hereunder shall not exceed four (4) months of Customer's applicable monthly Service Charges during any calendar year.

Chronic Priority 1 Outages:

If Customer experiences and reports three (3) separate Priority 1 Outages that are eligible for Service Credits in 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 rights 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 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. Termination will be effective forty-five (45) days after Spectrum's receipt of such written notice of termination.

