




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

March 1, 2022

To: Terrence D. McCracken, Secretary to the Authority

From: Michael J. Quinn, PE, Senior. Distribution Engineer 

Subject: Contract WSA-015  
Water System Improvements, City of Lackawanna and Town of Hamburg  
Easement  
Erie County Industrial Development Agency  
ECWA Project No. 202000058

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The Erie County Water Authority (ECWA) is undertaking a watermain replacement project in the City of Lackawanna and the Town of Hamburg (WSA-015). A portion of the new main in the City of Lackawanna will be constructed on property owned by Erie County. This property is occupied by the Buffalo Southern Railroad and managed by the Erie County Industrial Development Agency (ECIDA) under contract with Erie County. In order to construct the improvements as well as to operate and maintain the main following completion of the project, the ECWA must execute a new Easement with the ECIDA.

Over the past few months, the ECWA Law and Engineering Departments with the assistance of Harris Beach have negotiated the terms of this Easement and collectively are recommending that the Board review and approve attached Easement and authorize the Chairman to execute same. There is no cost associated with this Easement.

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

MJQ:jmf  
Attachments  
cc: L.Kowalski  
S.Denzler  
CONT-WSA-015-2001-X-10

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

<b>Contract:</b> <u>WSA-015</u>	<b>Project No.:</b> <u>202000058</u>
<b>Project Description:</b> <u>Water System Improvements</u> <u>Town of Hamburg, City of Lackawanna</u>	

**Item Description:**




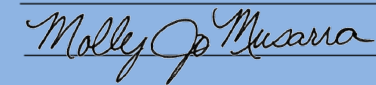

<input type="checkbox"/> Agreement	<input type="checkbox"/> Professional Service Contract	<input type="checkbox"/> Amendment	<input type="checkbox"/> Change Order
<input type="checkbox"/> BCD	<input type="checkbox"/> NYSDOT Agreement	<input type="checkbox"/> Contract Documents	<input type="checkbox"/> 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>Easement</u>			

**Action Requested:**


<input checked="" type="checkbox"/> Board Authorization to Execute	<input checked="" 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 type="checkbox"/> Other _____	

**Approvals Needed:**

**APPROVED AS TO CONTENT:**

<input checked="" type="checkbox"/> Sr. Distribution Engineer	<u></u>	Date: <u>3/1/2022</u>
<input checked="" type="checkbox"/> Chief Operating Officer	<u></u>	Date: <u>3/1/2022</u>
<input checked="" type="checkbox"/> Executive Engineer	<u></u>	Date: <u>03/02/2022</u>
<input type="checkbox"/> Director of Administration	_____	Date: _____
<input checked="" type="checkbox"/> Risk Manager	<u></u>	Date: <u>03/01/2022</u>
<input type="checkbox"/> Chief Financial Officer	_____	Date: _____
<input checked="" type="checkbox"/> Legal	<u></u>	Date: <u>3/1/2022</u>

**APPROVED FOR BOARD RESOLUTION:**

<input checked="" type="checkbox"/> Secretary to the Authority	<u></u>	Date: <u>3/2/22</u>
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**Remarks:** \_\_\_\_\_  
\_\_\_\_\_

<b>Resolution Date:</b> _____	<b>Item No:</b> _____
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## **EASEMENT AGREEMENT**

THIS AGREEMENT, effective on the \_\_\_\_ day of March, 2022, is by and between the **ERIE COUNTY INDUSTRIAL DEVELOPMENT AGENCY**, a public benefit corporation, whose principal place of business is 95 Perry Street, Suite 403, Buffalo, New York 14203 (hereinafter called “ECIDA”) and the **ERIE COUNTY WATER AUTHORITY**, a local public benefit corporation whose principal place of business is 295 Main Street, Room 350, Buffalo, New York 14203 (hereinafter called “ECWA”). ECIDA and ECWA are collectively referred to as the “Parties” in this Agreement.

### **RECITAL:**

**WHEREAS**, ECWA owns and maintains a water main in the City of Lackawanna, west of Kirby Street, which has been taken out-of-service due to leaks and for which ECWA proposes to replace with a new adjacent water main, having a similar alignment, including an underground 12” iron water line pipe within a 24” steel casing bored at a depth of 10’ below the base of rail at MP 5.74 with drilling pits located outside of the Buffalo Southern Railroad (“BSOR”) right of way, as part of a larger capital improvement water main replacement project known as WSA-015 (the “Project”); and

**WHEREAS**, pursuant to the Erie County Local Law No. 2-1980, the County was authorized to acquire all or any part of rail road facilities, including both real and personal property, within Erie County, and to make contracts with public corporations for the maintenance, lease, or operation thereof; and

**WHEREAS**, pursuant to Erie County Local Law No. 2-1984, Erie County Local Law No. 2-1980 was amended to permit the County to grant and convey its interest in and to real property owned by the County and used for railroad purposes so as to enable the public corporation

to grant and convey easements in and to such real property, to the extent of its interest in said property; and

**WHEREAS**, pursuant to that certain Lease Agreement dated June 1, 1985, by and between the County and the ECIDA, as amended from time to time (the “Railroad Lease”), the County has leased its interest in and to certain real property owned by the County and used for railroad purposes (the “Railroad Property”) to the ECIDA for the exclusive use by the ECIDA for freight railroad operations only (but including incidental passenger service) and related thereto, authorized the ECIDA to enter into additional agreements for the use of the Railroad Property, including easements, amongst other items; on, over, under, or across such land for purposes not inconsistent with rights granted now or in the future to railway companies offering freight and passenger services; and

**WHEREAS**, the Buffalo Southern Railroad, Inc., a New York Corporation with offices located at 8600 Depot Street, Eden, New York 14057 (“BSOR”) is a sublessee of a portion of the Railroad Property pursuant to that certain sublease agreement by and between the ECIDA and BSOR dated as of November 22, 1991, as amended from time to time (the “BSOR Sublease”); and

**WHEREAS**, the Parties acknowledge that portions of the Project located within the City of Lackawanna, west of Kirby Street (the “Kirby Improvements”) are situated upon Railroad Property that is subject to the Railroad Lease and the BSOR Sublease; and

**WHEREAS**, neither Party intends this Agreement or the Kirby Improvements or the ECWA Facilities, as defined below, to interfere with the rights and privileges granted to BSOR, its successors, assigns, or its agents to access, operate, and maintain its tracks, embankments, and other applicable railroad facilities, consisting of and including track(s), structure(s), power lines, signal or wire, train control systems, cellular or data towers, or electrical apparatus, other property,

or any appurtenances (collectively, the “Railroad Facilities”) now existing or which may exist in the future to be in, upon, over, under, or across the subject Railroad Property described in Exhibit A.

**NOW THEREFORE**, in consideration of the mutual promises and covenants set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. All paragraphs set forth in the Recitals are incorporated into the body of this Agreement as though separately and specifically set forth as a term and condition of this Agreement.

2. ECIDA, as lessee of the County and only to the extent of its interest, hereby grants to ECWA a permanent, non-exclusive easement to the Railroad Property described in Exhibit A of this Agreement (hereinafter called the “Access Area”), upon the terms and conditions set forth in this Agreement, for the purpose of installing, replacing, removing, repairing, maintaining, or upgrading water infrastructure facilities associated with the Kirby Improvements (hereinafter called “ECWA Facilities”). For purposes of this Agreement, “ECWA Facilities” include any water lines or mains, other underground lines, conduits, casings, fittings, braces, foundations, meters, hydrants, fixtures, support strands and other property or equipment and appurtenances installed, existing, used, employed, operated, maintained, placed, built, reconstructed, repaired, or replaced within the Access Area, which are owned by the ECWA.

3. The Parties acknowledge and agree that ECWA will be solely responsible for the costs and expenses associated with the Project, the Kirby Improvements, and the ECWA Facilities.

a. Within sixty (60) days of receipt of any invoice, ECWA agrees to reimburse ECIDA for reasonable costs or expenses incurred by ECIDA, its principals, contractors,

subcontractors, employees, or agents associated with the review and approval of plans, specifications, and drawings relating to the Project, the Kirby Improvements, or other work associated with ECWA Facilities located within the Access Area.

b. Within sixty (60) days of receipt of any invoice, ECWA acknowledges and agrees to pay all reasonable cost and expenses incurred by ECIDA, its principals, contractors, subcontractors, employees, or agents to inspect and to ensure work associated with ECWA Facilities located within the Access Area, does not interfere, or impair the safe and continuous operations of Railroad Facilities or with access and rights given to other entities, including but not limited to, the BSOR, to which ECIDA has extended access and rights within the Access Area.

c. Within sixty (60) days of receipt of any invoice, ECWA agrees to pay for all reasonable legal fees and expenses incurred by ECIDA associated with the negotiation, drafting, and execution of this Agreement in an amount not to exceed \$750.00. ECWA will be responsible for the payment of its own legal fees and expenses incurred in the negotiation, drafting, and execution of this Agreement.

4. ECWA, its contractors, subcontractors, employees, agents, successors, or assigns (hereinafter referenced, separately and collectively, from this point forward in the Agreement as “ECWA”) agree and promise to (i) exercise all reasonable care and diligence and comply fully with the provisions of any laws, ordinances or other lawful authority applicable to the installation, construction, and operation of the ECWA Facilities, (ii) obtain any and all permits so required with respect to the construction, installation, and operation of the ECWA Facilities, (iii) comply with the specifications as set forth within the “Specific Requirements of ECIDA” as enclosed within Exhibit B attached hereto, and (iv) be subject to the following special conditions restricting the use of, and access to, ECWA Facilities within the Access Area:

a. Advance Written Notice: Prior to commencing any work, ECWA shall have obtained from BSOR the railroad permit authorizing ECWA to commence the Project. Except in cases of emergency, ECWA will provide ten (10) days written notice to the ECIDA and to BSOR prior to commencing any work, associated with the ECWA Facilities, which would disturb the surface or subsurface of the land within the Access Area.

i. In cases of emergency, ECWA will notify the emergency contact person designated by ECIDA, whenever an emergency arises, requiring unrestricted access to ECWA Facilities for purposes of shutting down or restoring water services or for taking emergency action necessary to restore water services for residential or commercial purposes or for firefighting purposes.

ii. ECIDA hereby designates the following as the emergency contact person: Phil Riggs, Facilities and Project Management (priggs@ecidany.com).

b. Prior Approval of ECWA Facilities Plans and Specifications: ECWA acknowledges and agrees to:

i. Submit to ECIDA construction plans, specifications, and drawings, showing the class and type of pipe and conduit, proposed method and procedure of installation and construction, verified locations of other existing utility lines, including but not limited to fiber optic lines, details of jackings and receiving pits, for approval by ECIDA's Chief Executive Officer or his/her designee;

ii. Submit to ECIDA in writing the time and method of doing specific work and its potential impact on railroad operations, track usage, timetables, and schedules, as so confirmed by the ECIDA in consultation with the BSOR or any applicable railroad operator, all of which should be considered in preparing a tentative work plan;

iii. Submit to ECIDA plans, specifications, and drawings indicating such construction methods to be used and ensuring no damage will be done to Railroad Property including:

(i) Plans describing the method of shoring, sheeting and bracing tracks and embankments in a safe and satisfactory manner and removing and disposing of protective facilities upon the completion of work;

(ii) Plans confirming the prohibition of the use of explosives or blasting within the Access Area without the prior written approval of the ECIDA;

(iii) Plans confirming the use of jacking and boring methods and procedures for the installation of piping true to the required line and grade with sufficient capacity to shove piping through the railroad embankment, while simultaneously conducting boring operations so that the auger does not extend more than six (6") inches beyond the end of the pipe; and

(iv) A description of known and contemplated unknown field conditions affecting jacking and boring operation or requiring bulkheads and dewatering measures to be taken.

iv. Submit for approval by the ECIDA, through its Chief Executive Officer or his/her designee, any proposed changes to the pre-approved plans, specifications, and drawings, resulting from changes in field conditions known at, or otherwise existing at, the time of construction;

v. When directed by ECIDA in an approved plan and/or specification, to cooperate and/or assist with the installation of rail hangers prior to the commencement of boring and jacking operations, and with the removal of such rail hangers when all voids



created during the jacking or boring operations have been filled to the satisfaction of ECIDA and the railroad operator.

vi. In the event a temporary crossing of railroad tracks is necessary, ECWA shall apply to the ECIDA in writing for such crossing, and if required by the ECIDA, execute a private grade crossing agreement covering the crossing desired, paying all construction, maintenance, removal, protection, and other costs.

c. Reimbursable Costs and Expenses. Whenever ECIDA determines work to be conducted by ECWA within the Access Area may affect the safety or continuing operations of freight or passenger rail services, ECIDA may retain the services of engineers, construction inspectors, flagmen, operators, watchmen, and other protective personnel to ensure all work being conducted within the Access Area associated with ECWA Facilities does not hinder, interfere, delay or adversely impact the safety or operations of freight or passenger rail services during periods of construction. ECWA will reimburse ECIDA for all costs and expenses relating to services rendered pursuant to the foregoing. Such costs and expenses shall include, but not be limited to, cost of labor and supervision under railroad “force account” rules and/or under applicable prevailing wage rates, plus current applicable overhead percentage (not to exceed 15%), the actual cost of materials, insurance, freight, and handling charges on all material used, and equipment rental. With respect to the foregoing, ECIDA shall: (i) provide ECWA with an estimate of costs and expenses relating to such services prior to the posting and publication of bid notices; and (ii) upon such terms and conditions acceptable to ECIDA, ECWA will include provisions within its construction contract(s) for the payment of these reimbursable costs and expenses to ECIDA.

d. Relocation Costs and Expenses. If ECIDA, its principals, contractors, subcontractors, employees, agents, or railroad operator determine any of the ECWA Facilities interfere with Railroad Property operations as required by the County to be maintained pursuant to the Railroad Lease, then ECWA and ECIDA shall work jointly to identify a remedy to said interference that successfully restores Railroad Property operations and that minimizes, if possible, any disruption to ECWA Facilities operations. In such an instance, ECWA shall bear any and all costs required to ensure the return of, or the continuance of, the required Railroad Property operations. Notwithstanding the foregoing, in the event the County no longer requires that the Railroad Property be utilized for railroad purposes as otherwise required by Erie County Local Law No. 2-1980, as amended by Erie County Local Law No. 2-1984, and the ECWA Facilities are required, but only after consultation with the ECWA, to be relocated, then any and all costs of such a relocation or costs associated with remedying an adverse impact so incurred to restore or return proper ECWA Facilities operations shall not be incurred by the ECWA.

e. Standard of Care: ECWA will cooperate with ECIDA, its principals, contractors, subcontractors, employees, and agents in exercising reasonable care and diligence to protect railroad facilities, existing utility lines, and operations from being delayed, disturbed, or damaged or which would adversely affect freight or passenger services or other utility services.

i. ECWA understands and acknowledges approval of construction plans, specifications, and drawings will not relieve ECWA from the responsibility to perform the work without damage to existing Railroad Facilities.

ii. Prior to the completion of any work contemplated by this Agreement and associated with ECWA Facilities, ECWA acknowledges and agrees it shall be responsible for restoring the Access Area to the same condition or as good as before any

work contemplated by this Agreement was commenced with all cost and expenses associated with restoration to be borne by ECWA.

iii. ECWA understands and acknowledges it is responsible for protecting against surface subsidence, damage, or disturbance to adjacent property and facilities from its construction methods for a period of thirty (30) days upon the completion of work. ECWA agrees to be responsible for cost and expenses associated with all corrective or remedial work performed within the thirty-day period following the completion of work.

iv. During the terms of this Agreement, ECWA agrees all work contemplated by this Agreement and associated with ECWA Facilities within the Access Area will be conducted in a prudent, workmanlike manner.

v. When ECWA, through its Executive Engineer, has been given notice that any ECWA Facilities within the Access Area require maintenance or repair, ECWA agrees to promptly commence such work, no later than thirty (30) days after receiving actual notice for the need to make such repairs or maintenance and will diligently complete such work to protect the safety and operation of Railroad Facilities.

vi. When ECIDA has determined that maintenance or repair work to be performed by ECWA must be performed expeditiously to protect and safeguard the Railroad Property within the Access Area, then ECIDA shall make a written demand for work to be performed on an emergency basis, with work to be performed by ECIDA or an agreed upon emergency contractor, with all costs and expenses to be borne by ECWA. Such demand shall be made in writing to the ECWA Executive Engineer.

5. Without limitation to the general provisions of this Agreement, the Parties understand and agree that the location all ECWA Facilities will be substantially depicted in the final stamped and dated plans submitted by ECWA to ECIDA following the completion of any work contemplated by this Agreement.

6. ECWA agrees to use and maintain ECWA Facilities in compliance with all applicable laws, regulations, and ordinances relating to the operation of a public water system and in a manner that maintains and protects the Railroad Property.

7. The Parties hereto acknowledge and agree that the ECIDA, with respect to its interest in the Railroad Property, shall be required to pay no taxes or assessment upon any of the property acquired buy it or under its jurisdiction or control or supervision or upon its activities, and the ECWA, with respect to its interest in the ECWA Facilities, is not required to pay any taxes, special ad valorem levies or special assessments upon any property owned by it or under its jurisdiction, control, or supervision or upon its activities.

8. The Parties acknowledge and agree that any rights, privileges, duties, and obligations of any Party to this Agreement shall be binding upon its successors and assigns, and its agents.

9. To the fullest extent permitted by law, ECWA agrees to indemnify and hold ECIDA harmless from all third-party claims, liabilities, damages, and costs (including all reasonable attorney's fees and cost of defense) related to or arising from the ECWA Facilities, damage to existing utility lines and Railroad Property, or caused by the negligent acts, errors, or omissions of ECWA, its contractors, engineers, or anyone for whom the ECWA is legally liable, to the extent such claims are not caused by the gross negligence or intentional wrongful conduct of the ECIDA, the County, or BSOR.

10. ECWA agrees and acknowledges that the operations of ECIDA and BSOR at or near the ECWA Facilities involve some risk, and ECWA, as part of the consideration hereof, hereby releases and waives any right to ask for or demand damages it ever had, now has, or hereafter can, shall or may have, for, upon or by reason of any matter, cause or thing relating to any personal injury or property damage, or on account of loss of, or damage to the ECWA Facilities that are in, under, upon or over the Railroad Property whether caused by the fault, failure or negligence of ECIDA, County of Erie or BSOR or otherwise.

11. Insurance: Prior to the commencement of any work contemplated by this Agreement and associated with ECWA Facilities, ECWA shall procure, secure and maintain such insurance as described on Exhibits C.

12. To the extent applicable, the Parties acknowledge and agrees this Agreement shall be recorded in the Erie County Clerk's Office and shall run with the land and shall bind and inure to the benefits of the Parties and their respective tenants, subtenants, affiliates, licensees, agents, guests, invitees, successors, and assigns, until such time as this Agreement is terminated as set forth in the provisions of this Agreement.

13. Except as otherwise provided, the Parties acknowledge and agrees this Agreement, and the rights granted herein, may only be released, extinguished, amended, waived, or modified by an instrument in recordable form, executed by the authorized representatives of all respective Parties, successors or assigns.

14. The Parties acknowledge and agree this Agreement will terminate upon:

- a. Cessation of the ECWA Facilities by ECWA, its successors, or assigns, as determined solely by ECWA, its successors, or assigns;
- b. Removal of the ECWA Facilities; or

c. Upon the mutual written consent of the Parties.

15. This Agreement may be executed in any number of counterparts, and such counterparts may be exchanged by electronic transmission. Upon the execution of the parties, each counterpart shall be deemed an original and together shall constitute one and the same instrument. A fully executed copy of this Agreement by electronic transmission shall be deemed to have the same effect as delivery of an original executed copy of this Agreement for all purposes and may be recorded in the Office of the Erie County Clerk.

[REST OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the said parties hereto execute this Agreement in duplicate  
(each of which shall constitute an original) as of the effective date of this Agreement.

ERIE COUNTY INDUSTRIAL DEVELOPMENT  
AGENCY

By: \_\_\_\_\_  
Name: John Cappellino  
Title: President/CEO

ERIE COUNTY WATER AUTHORITY

By: \_\_\_\_\_  
Name: Jerome D. Schad  
Title: Chair of Board of Commissioners

[ACKNOWLEDGEMENTS TO FOLLOW]

STATE OF NEW YORK                    )  
COUNTY OF ERIE                    )SS.:

On this \_\_\_\_ day of \_\_\_\_\_, 2022, before me, the undersigned, a notary public in and for said state, personally appeared **JOHN CAPPELLINO** 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 acknowledges 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.

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK                    )  
COUNTY OF ERIE                    )SS.:

On this \_\_\_\_ day of \_\_\_\_\_, 2022, before me, the undersigned, a notary public in and for said state, personally appeared **JEROME D. SCHAD** 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 acknowledges to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public



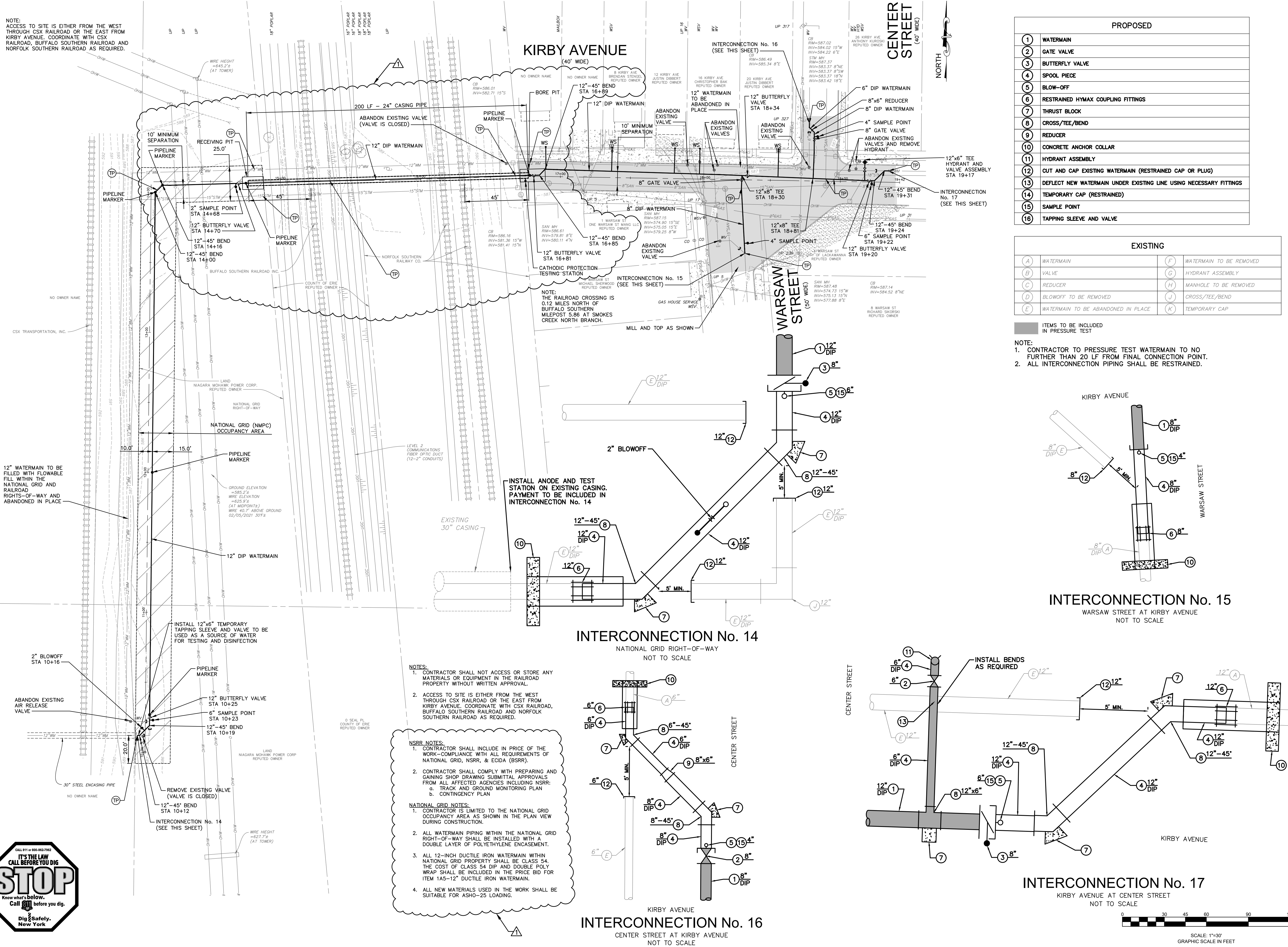
**EXHIBIT A**

**DESCRIPTION OF PREMISES/EASEMENT AREA**

**being a railroad right of way and crossing at Mile Post 5.74, Kirby Avenue, Lackawanna,  
New York**

**[Attach drawings/map]**

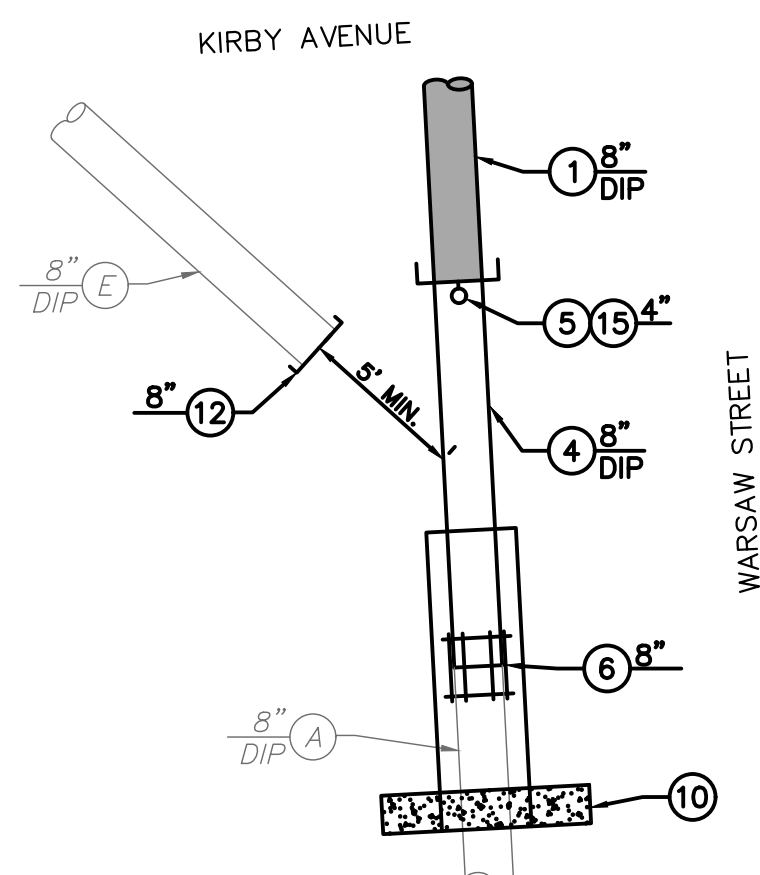
NOTE:  
ACCESS TO SITE IS EITHER FROM THE WEST THROUGH CSX RAILROAD OR THE EAST FROM KIRBY AVENUE. COORDINATE WITH CSX RAILROAD, BUFFALO SOUTHERN RAILROAD AND NORFOLK SOUTHERN RAILROAD AS REQUIRED.



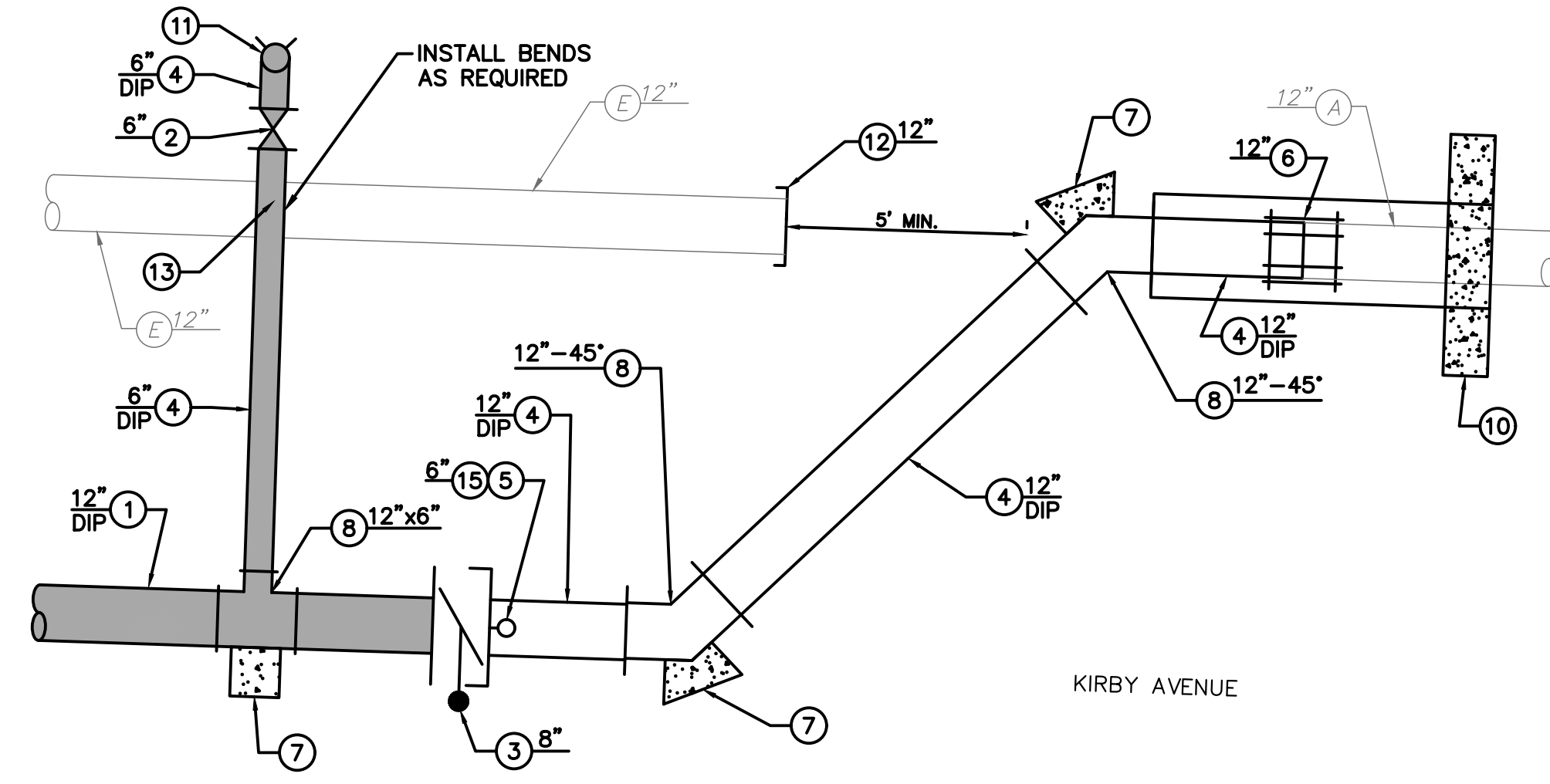
PROPOSED	
1	WATERMAIN
2	GATE VALVE
3	BUTTERFLY VALVE
4	SPOOL PIECE
5	BLOW-OFF
6	RESTRAINED HYMAX COUPLING FITTINGS
7	THRUST BLOCK
8	CROSS/TEE/BEND
9	REDUCER
10	CONCRETE ANCHOR COLLAR
11	HYDRANT ASSEMBLY
12	CUT AND CAP EXISTING WATERMAIN (RESTRAINED CAP OR PLUG)
13	DEFLECT NEW WATERMAIN UNDER EXISTING LINE USING NECESSARY FITTINGS
14	TEMPORARY CAP (RESTRAINED)
15	SAMPLE POINT
16	TAPPING SLEEVE AND VALVE

EXISTING	
A	WATERMAIN
B	VALVE
C	REDUCER
D	BLOWOFF TO BE REMOVED
E	WATERMAIN TO BE ABANDONED IN PLACE
F	WATERMAIN TO BE REMOVED
G	HYDRANT ASSEMBLY
H	MANHOLE TO BE REMOVED
J	CROSS/TEE/BEND
K	TEMPORARY CAP

NOTE:  
1. CONTRACTOR TO PRESSURE TEST WATERMAIN TO NO FURTHER THAN 20 LF FROM FINAL CONNECTION POINT.  
2. ALL INTERCONNECTION PIPING SHALL BE RESTRAINED.

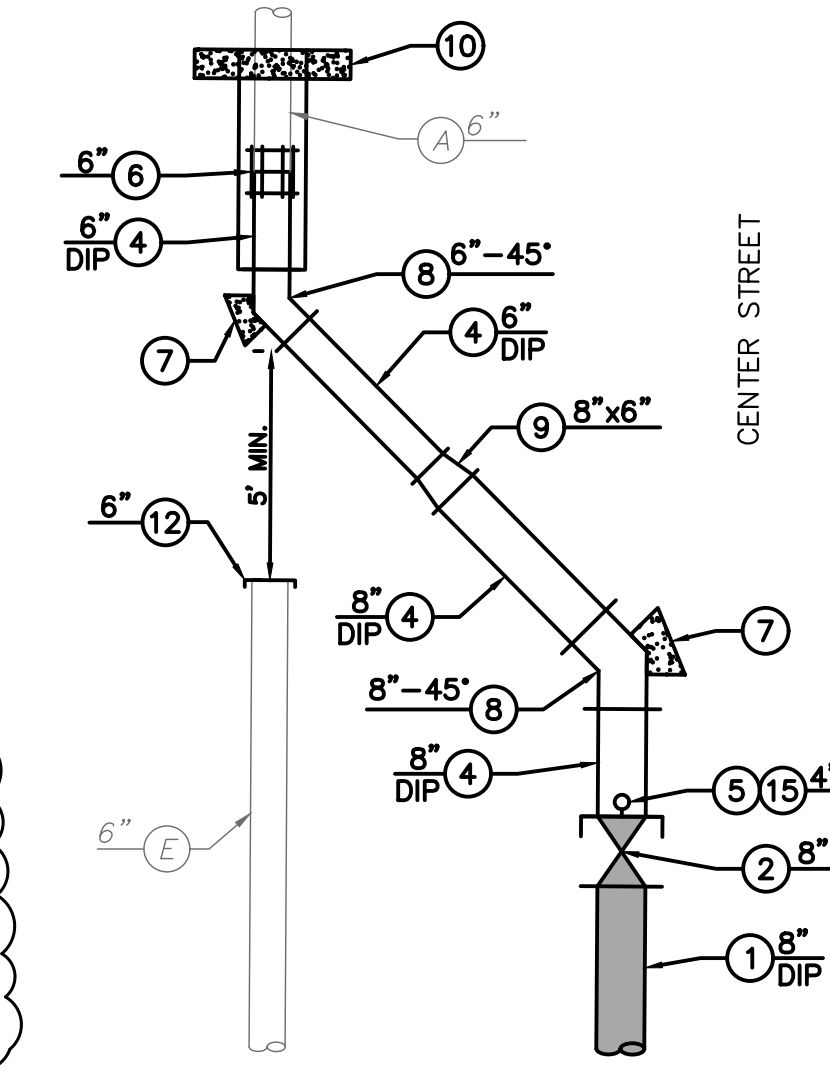


INTERCONNECTION No. 15  
WARSAW STREET AT KIRBY AVENUE  
NOT TO SCALE



INTERCONNECTION No. 17  
KIRBY AVENUE AT CENTER STREET  
NOT TO SCALE

INTERCONNECTION No. 14  
NATIONAL GRID RIGHT-OF-WAY  
NOT TO SCALE



INTERCONNECTION No. 16  
CENTER STREET AT KIRBY AVENUE  
NOT TO SCALE

- NOTES:**
- CONTRACTOR SHALL NOT ACCESS OR STORE ANY MATERIALS OR EQUIPMENT IN THE RAILROAD PROPERTY WITHOUT WRITTEN APPROVAL.
  - ACCESS TO SITE IS EITHER FROM THE WEST THROUGH CSX RAILROAD OR THE EAST FROM KIRBY AVENUE. COORDINATE WITH CSX RAILROAD, BUFFALO SOUTHERN RAILROAD AND NORFOLK SOUTHERN RAILROAD AS REQUIRED.
- NSRR NOTES:**
- CONTRACTOR SHALL INCLUDE IN PRICE OF THE WORK—COMPLIANCE WITH ALL REQUIREMENTS OF NATIONAL GRID, NSRR, & EODA (BSRR).
  - CONTRACTOR SHALL COMPLY WITH PREPARING AND GAINING SHOP DRAWING SUBMITTAL APPROVALS FROM ALL AFFECTED AGENCIES INCLUDING NSRR:
    - TRACK AND GROUND MONITORING PLAN
    - CONTINGENCY PLAN
- NATIONAL GRID NOTES:**
- CONTRACTOR IS LIMITED TO THE NATIONAL GRID OCCUPANCY AREA AS SHOWN IN THE PLAN VIEW DURING CONSTRUCTION.
  - ALL WATERMAIN PIPING WITHIN THE NATIONAL GRID RIGHT-OF-WAY SHALL BE INSTALLED WITH A DOUBLE LAYER OF POLYETHYLENE ENCASEMENT.
  - ALL 12-INCH DUCTILE IRON WATERMAIN WITHIN NATIONAL GRID PROPERTY SHALL BE CLASS 54. THE COST OF CLASS 54 DIP AND DOUBLE POLY WRAP SHALL BE INCLUDED IN THE PRICE BID FOR ITEM 1A5-12" DUCTILE IRON WATERMAIN.
  - ALL NEW MATERIALS USED IN THE WORK SHALL BE SUITABLE FOR ASHO-25 LOADING.

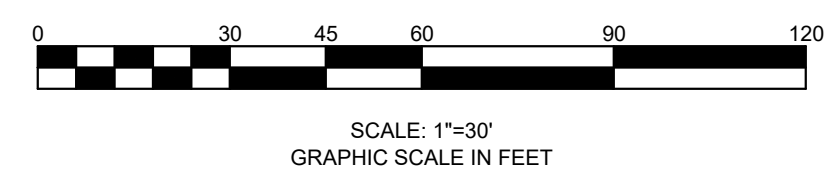
DRAWING REVISIONS	
DATE	DESCRIPTION
05/10/2021	NSRR AND NAT GRID UPDATES
1	

DESIGNED BY:	RMR
DRAWN BY:	AJK
CHECKED BY:	WES
DATE:	AUGUST 2020



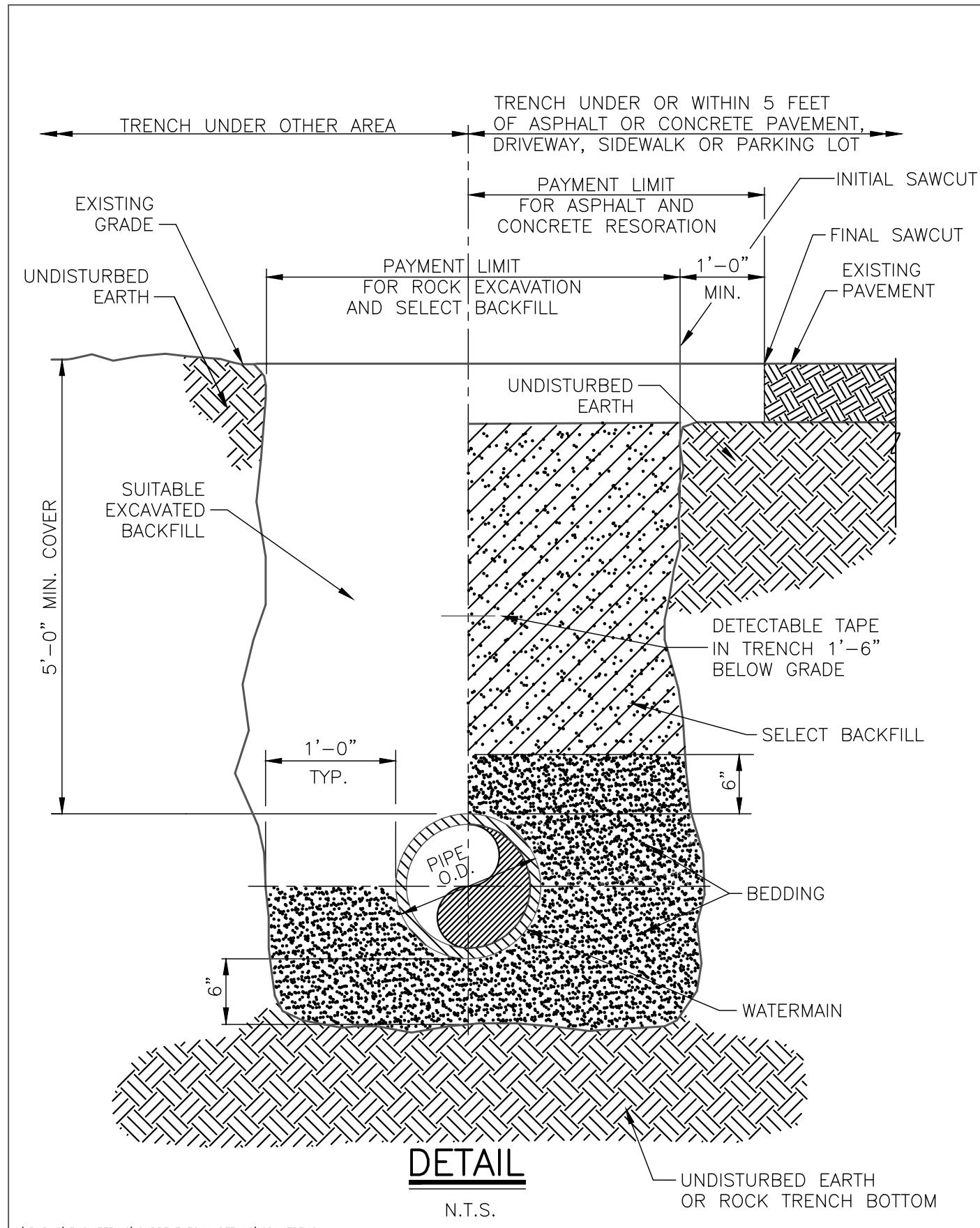
**WM SCHUTT ASSOCIATES**  
37 CENTRAL AVE.  
LANCASTER, NY 14086-2143  
PH: 716-683-5961  
FAX 716-683-0169  
WWW.WMSCHUTT.COM

ERIE COUNTY WATER AUTHORITY  
WATER SYSTEM IMPROVEMENTS  
CONTRACT WSA-015  
CITY OF LACKAWANNA - TOWN OF HAMBURG - ERIE COUNTY - NEW YORK  
KIRBY AVENUE PLAN AND INTERCONNECTION DETAILS





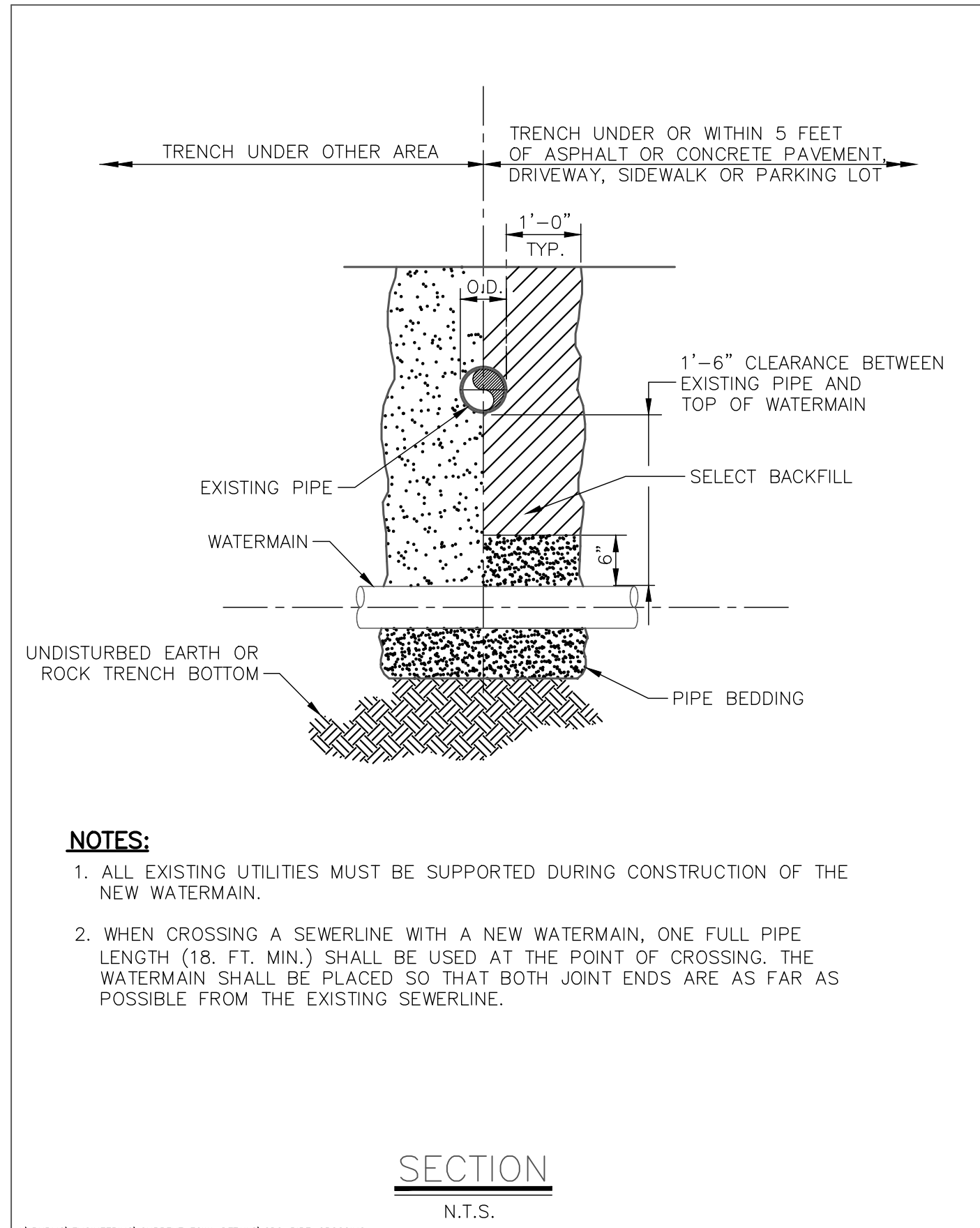




ERIE COUNTY WATER AUTHORITY BUFFALO, NEW YORK

STANDARD DETAIL TRENCH THROUGH 36-INCH DIAMETER WATERMAIN

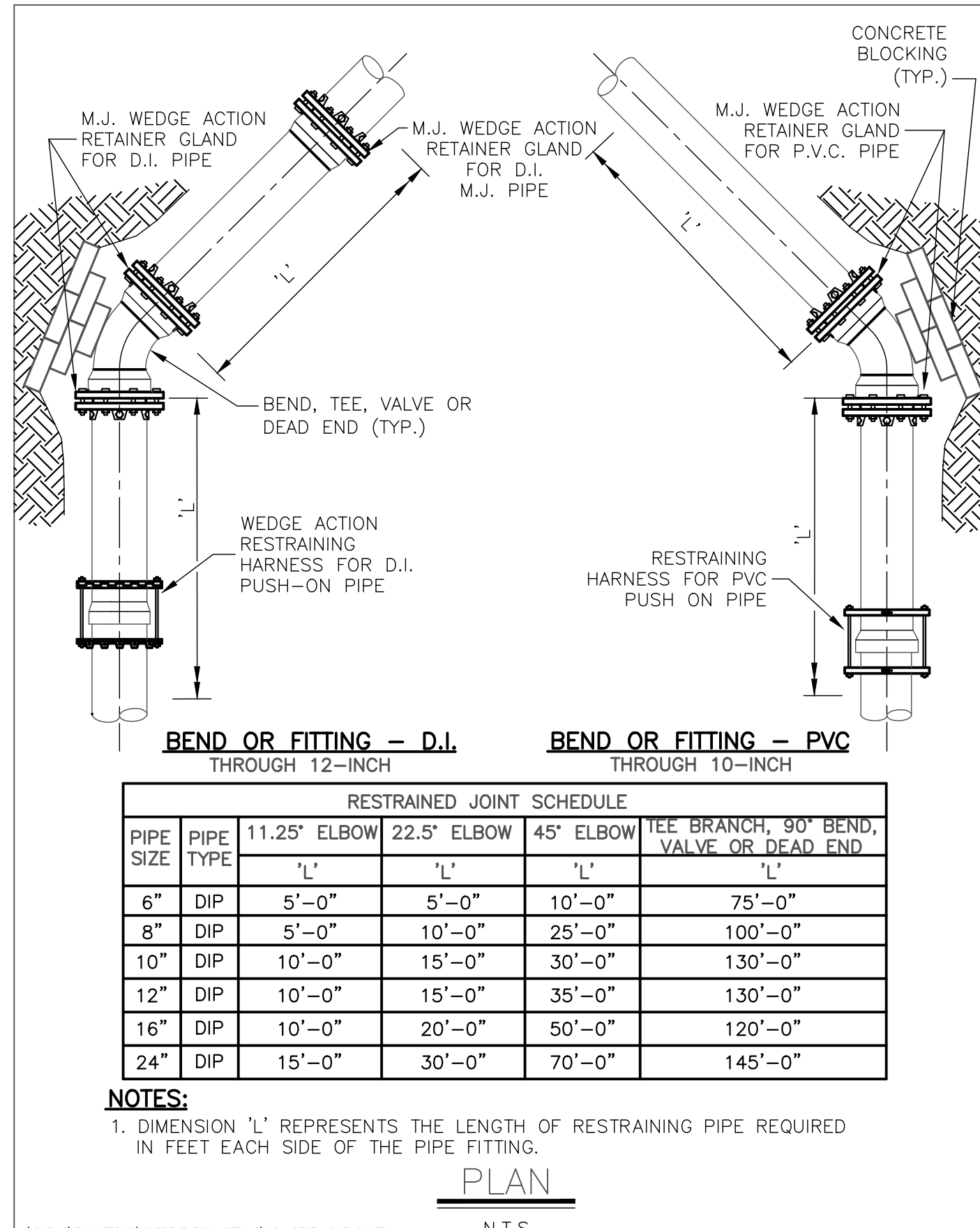
DWG. NO. SD1  
DATE 4/28/92  
REVISED 7/16



ERIE COUNTY WATER AUTHORITY BUFFALO, NEW YORK

STANDARD DETAIL PIPE CROSSING

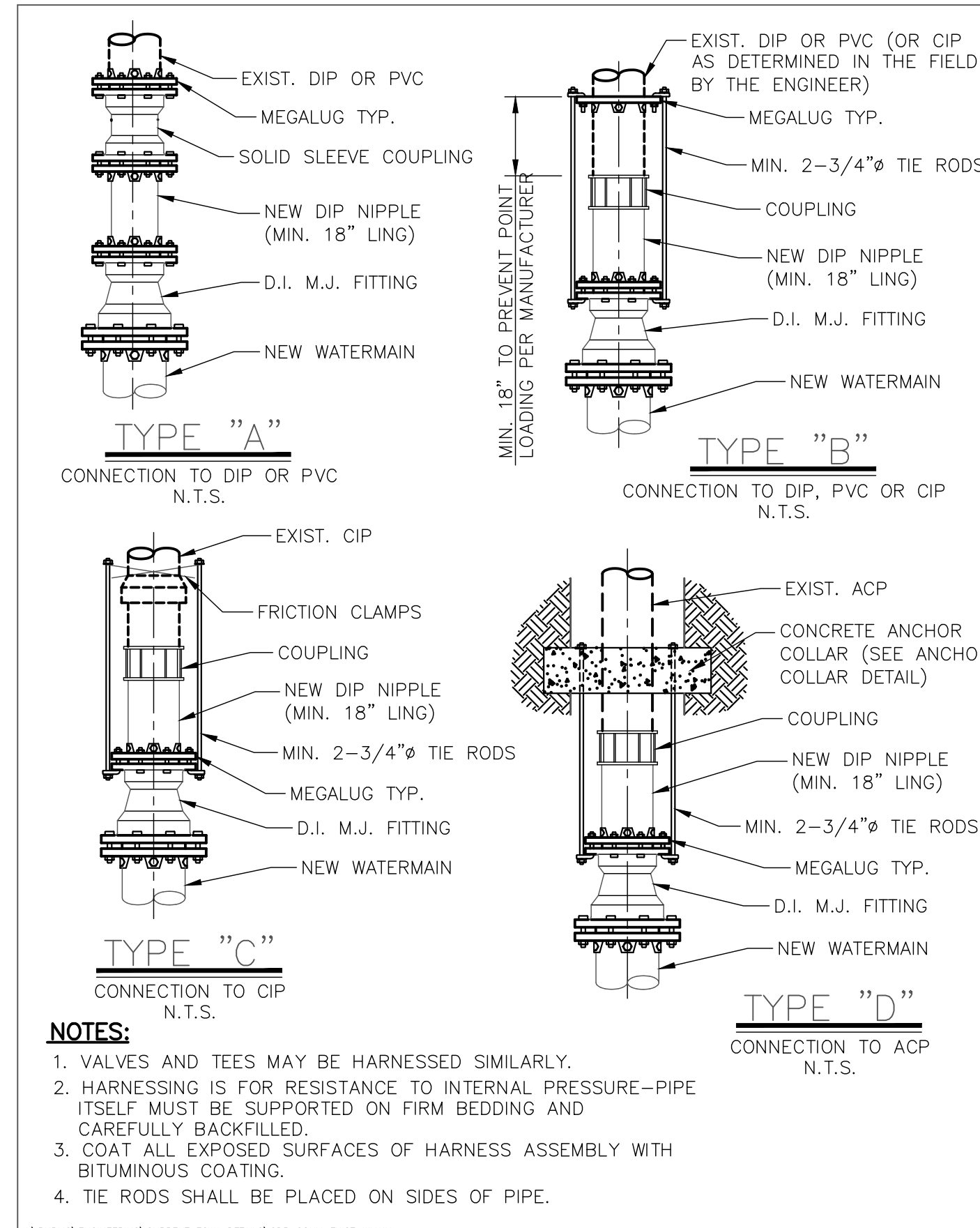
DWG. NO. SD2  
DATE 4/28/92  
REVISED 7/16



ERIE COUNTY WATER AUTHORITY BUFFALO, NEW YORK

STANDARD DETAIL RESTRAINED JOINT SCHEDULE

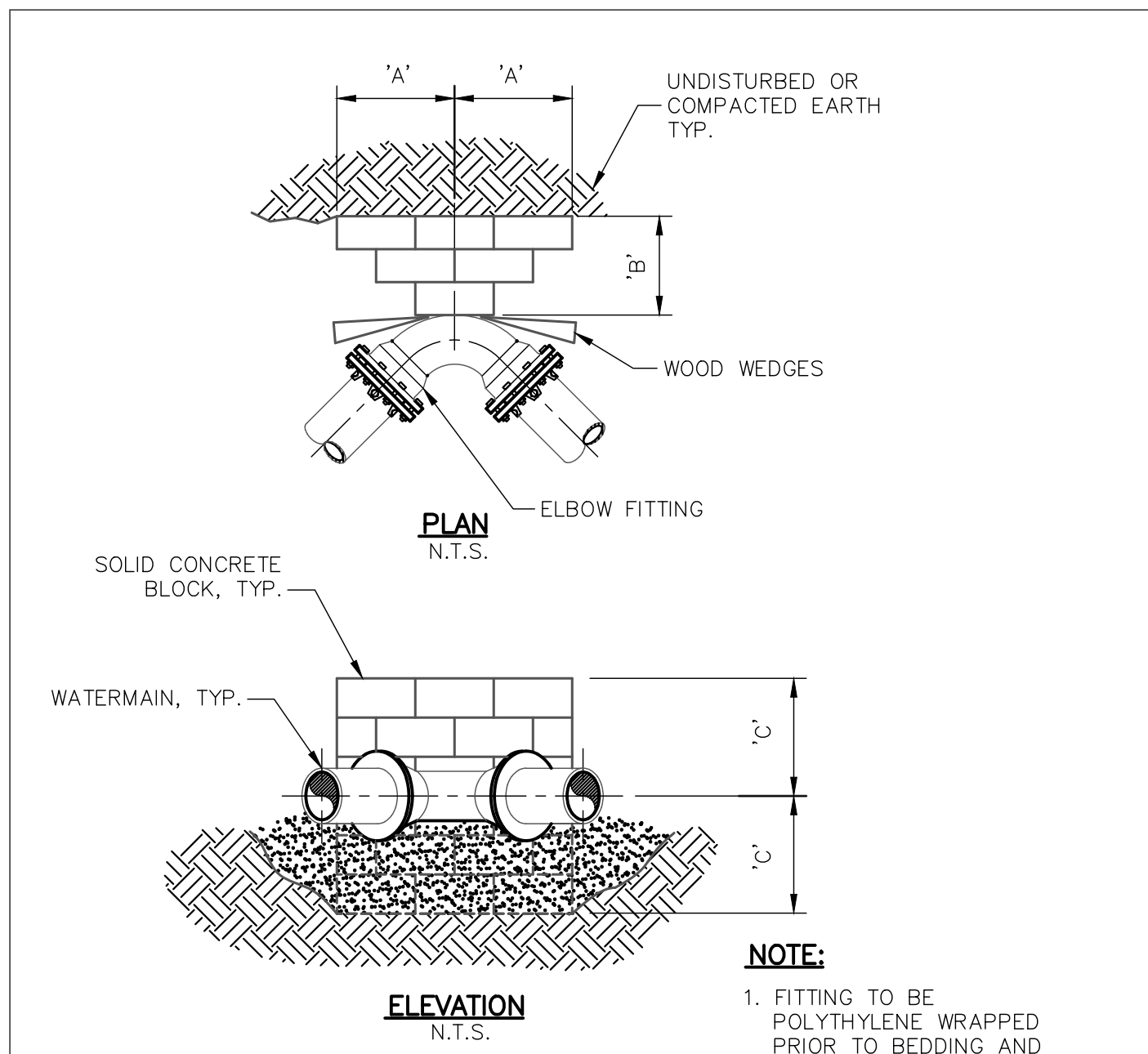
DWG. NO. SD4  
DATE 4/28/92  
REVISED 7/16



ERIE COUNTY WATER AUTHORITY BUFFALO, NEW YORK

STANDARD DETAIL TYPICAL CONNECTION TO EXISTING WATERMAIN THROUGH 12-INCH DIAMETER WATERMAIN

DWG. NO. SD5  
DATE 3/05  
REVISED 7/16



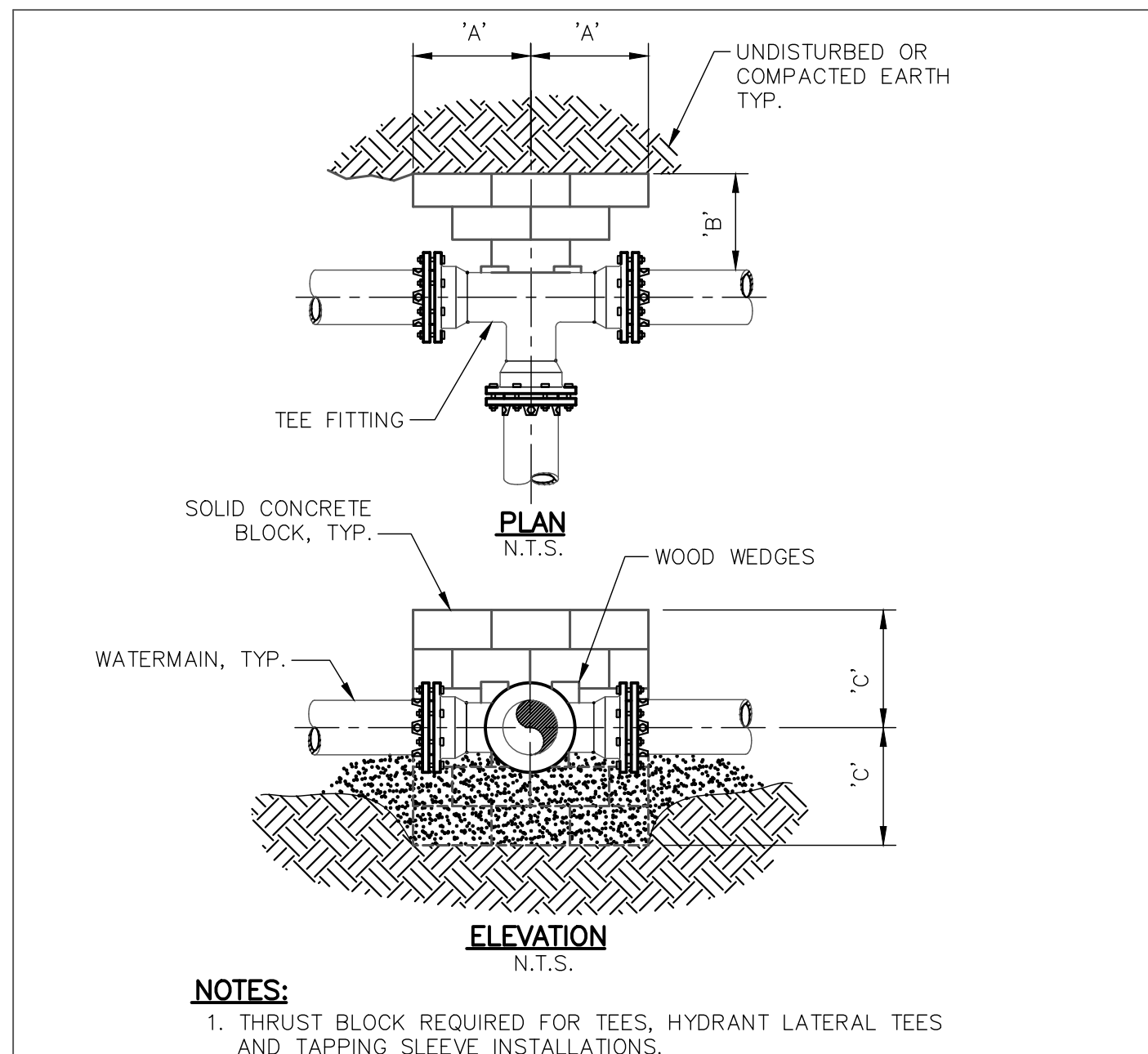
NOTE: 1. FITTING TO BE POLYETHYLENE WRAPPED PRIOR TO BEDDING AND CONCRETE BLOCK PLACEMENT.

PIPE SIZE	11.25' ELBOW			22.5' ELBOW			45' ELBOW			90° ELBOW		
	'A'	'B'	'C'	'A'	'B'	'C'	'A'	'B'	'C'	'A'	'B'	'C'
6"	6"	1'-0"	6"	6"	1'-0"	6"	9"	1'-0"	6"	1'-6"	1'-0"	6"
8"	6"	1'-0"	6"	9"	1'-0"	6"	1'-6"	1'-0"	6"	1'-6"	1'-0"	9"
10"	1'-0"	1'-0"	6"	1'-3"	1'-0"	9"	1'-9"	1'-0"	1'-0"	2'-0"	1'-0"	1'-0"
12"	1'-0"	1'-0"	6"	1'-3"	1'-0"	9"	1'-9"	1'-0"	1'-0"	2'-0"	1'-0"	1'-0"

ERIE COUNTY WATER AUTHORITY BUFFALO, NEW YORK

STANDARD DETAIL THRUST BLOCKS FOR ELBOW FITTING

DWG. NO. SD6  
DATE 4/28/92  
REVISED 7/16



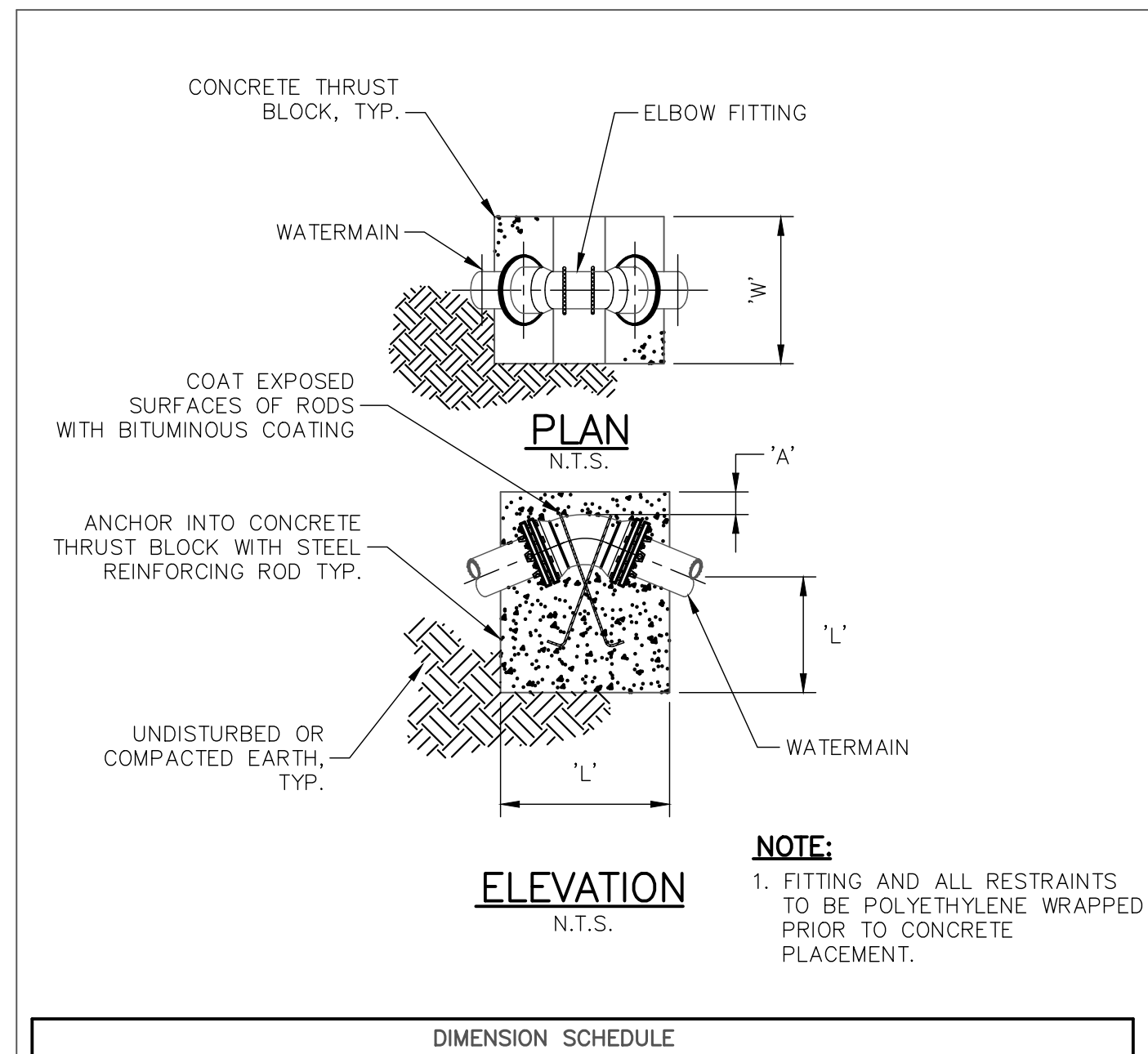
NOTE: 1. THRUST BLOCK REQUIRED FOR TEES, HYDRANT LATERAL TEES AND TAPPING SLEEVE INSTALLATIONS. 2. FITTING TO BE POLYETHYLENE WRAPPED PRIOR TO BEDDING AND CONCRETE BLOCK.

BRANCH TEE SIZE	DIMENSION SCHEDULE		
	'A'	'B'	'C'
6"	1'-0"	1'-0"	6"
8"	1'-6"	1'-0"	6"
10"	2'-0"	1'-0"	1'-0"
12"	2'-0"	1'-0"	1'-0"

ERIE COUNTY WATER AUTHORITY BUFFALO, NEW YORK

STANDARD DETAIL THRUST BLOCKS FOR TEE OR "DEAD END" FITTING

DWG. NO. SD7  
DATE 4/28/92  
REVISED 7/16



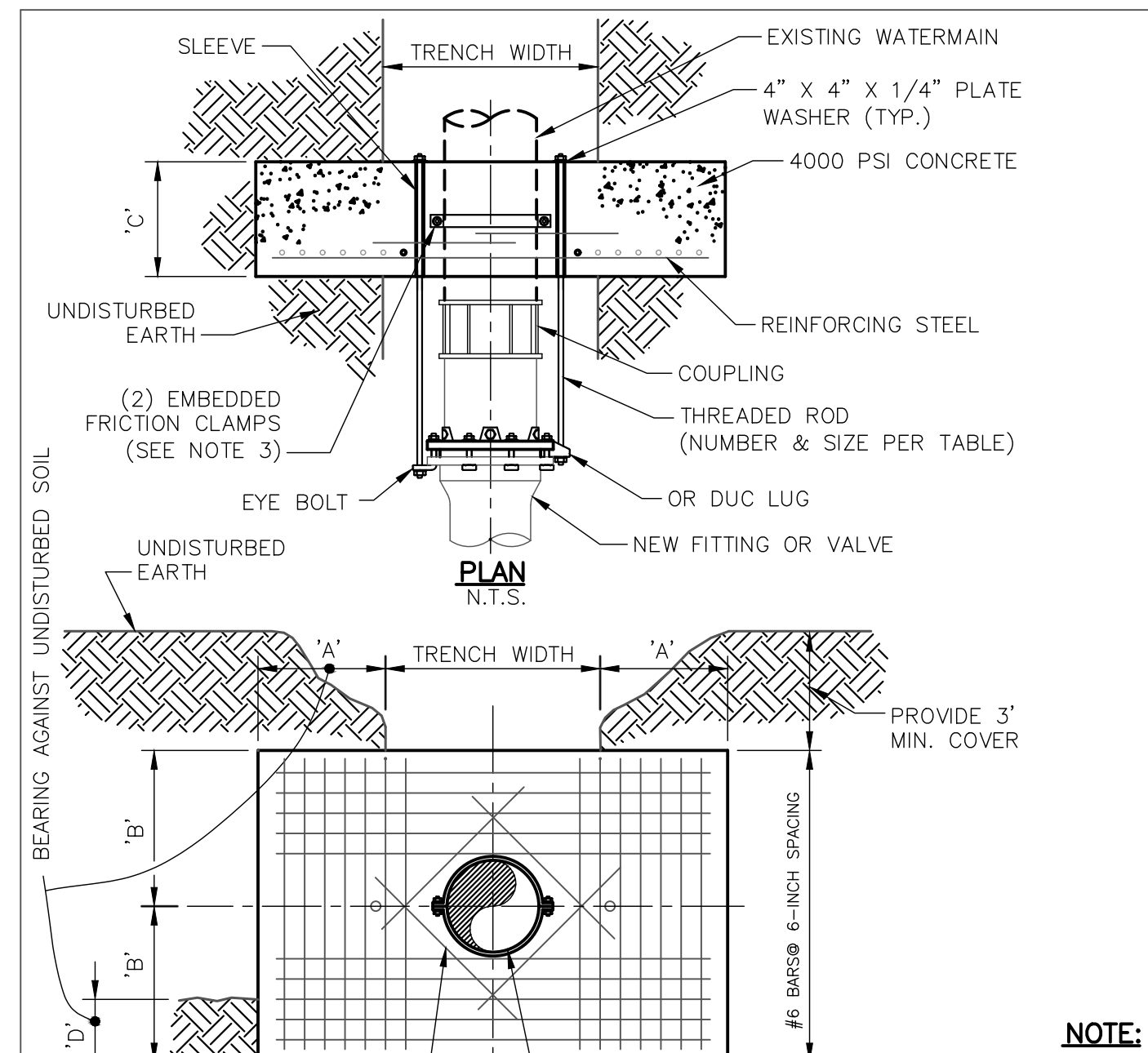
NOTE: 1. FITTING AND ALL RESTRAINTS TO BE POLYETHYLENE WRAPPED PRIOR TO CONCRETE PLACEMENT.

PIPE SIZE	PIPE TYPE	11.25' ELBOW			22.5' ELBOW			45' ELBOW				
		'A'	'W'	'L'	'A'	'W'	'L'	'A'	'W'	'L'		
6"	DIP	4"	1'-0"	1'-0"	3/8"	4"	1'-0"	1'-0"	3/8"	4"	1'-6"	1'-6"
8"	DIP	4"	1'-0"	1'-0"	1/2"	4"	1'-0"	1'-9"	1/2"	4"	2'-0"	2'-0"
10"	DIP	4"	2'-0"	2'-0"	3/4"	4"	2'-0"	2'-0"	3/4"	4"	2'-0"	3'-0"
12"	DIP	4"	2'-0"	2'-0"	3/4"	4"	2'-0"	2'-0"	3/4"	4"	2'-0"	3'-0"

ERIE COUNTY WATER AUTHORITY BUFFALO, NEW YORK

STANDARD DETAIL THRUST BLOCKS FOR VERTICAL BEND

DWG. NO. SD8  
DATE 4/28/92  
REVISED 7/16



NOTE: 1. PIPING TO BE POLYETHYLENE WRAPPED PRIOR TO CONCRETE PLACEMENT. 2. ALL EXPOSED CONCRETE TO BE COATED WITH BITUMASTIC. 3. EXISTING ACP PIPE TO BE ISOLATED FROM CONCRETE. 4. USE HIGH EARLY CEMENT AND ALLOW CONCRETE TO ACHIEVE 90% STRENGTH BEFORE PLACING WATERMAIN INTO SERVICE.

PIPE SIZE	DIMENSION SCHEDULE				HBRD. ROD
	'A'	'B'	'C'	'D'	
6" & 8"	24"	18"	18"	8"	4 3/4"
12" & 16"	30"	24"	24"	12"	6 3/4"
24"	30"	30"	24"	12"	6 3/4"

ERIE COUNTY WATER AUTHORITY BUFFALO, NEW YORK

STANDARD DETAIL ANCHOR COLLAR

DWG. NO. SD9  
DATE 4/28/92  
REVISED 7/16

DRAWING REVISIONS		DESCRIPTION
ITEM	DATE	

DESIGNED BY: RMR  
DRAWN BY: AJK  
CHECKED BY: WES  
DATE: AUGUST 2020

WARNING: ALTERING THIS DOCUMENT IS IN VIOLATION OF THE LAW EXCEPT AS PROVIDED IN SECTION 1601 OF THE GENERAL BUILDING LAW AND EDUCATION LAW. © COPYRIGHT 1920 WM. SCHUTT & ASSOCIATES P.C.



**WM SCHUTT ASSOCIATES**  
37 CENTRAL AVE.  
LANCASTER, NY 14086-2143  
PH. 716-683-5961  
FAX 716-683-0169  
WWW.WMSCHUTT.COM

ERIE COUNTY WATER AUTHORITY WATER SYSTEM IMPROVEMENTS CONTRACT WSA-015  
CITY OF LACKAWANNA - TOWN OF HAMBURG - ERIE COUNTY - NEW YORK

**ECWA DETAILS**

THIS SHEET ISSUED APRIL 12, 2021

**EXHIBIT B**  
**SPECIFIC REQUIREMENTS OF**  
**ERIE COUNTY INDUSTRIAL DEVELOPMENT AGENCY**

The ECWA or its authorized Contractor or agent who is performing the work contemplated by the agreement to which this Exhibit is attached (hereinafter collectively referred to as ECWA) shall cooperate at all times with the ECIDA and its agents and use all reasonable care and diligence in the work in order to avoid accidents, damage or unnecessary delay to, or interference with the train and other property of the County of Erie of which ECIDA is lessee and the railroad operator.

The ECWA is advised that all construction operations within and over the limits of the County of Erie right-of-way of which ECIDA is lessee shall be accomplished by methods which will in no way cause damage to the railroad tracks and the track embankments. It shall be ECWA's responsibility to provide, install and maintain such shoring, sheeting and bracing as may be required for protection of the tracks and embankments in a safe and satisfactory manner, and to remove and dispose of such protective facilities upon completion of the work. Blasting will not be permitted on the right-of-way without prior approval of the Chief Executive Officer or his/her designee. All damage to County of Erie and the railroad operator's property caused by the ECWA's operations through failure to comply with the requirements of this Paragraph shall be repaired by the ECWA at its expense. The cost of furnishing, installing, maintaining and removal and disposal of all required protective facilities for the safe accomplishment of the work shall be included in the item of work to which such facilities are applicable. Whenever, in the judgment of the Chief Executive Officer or his/her designee, work within or above the railroad right-of-way may affect or involve the safety of the ECIDA, County of Erie or the railroad operator's facilities or the movement of its trains, the time and method of doing such work shall first be submitted to and

approved by the said Chief Executive Officer or his/her designee. The approval of the Manager of the ECIDA shall not be considered as releasing the ECWA from responsibility or liability or any damage which the ECIDA, the County of Erie or the railroad operator may suffer or for which it may be held liable, by the account of the ECWA or those of its agents, or his or their employees.

The ECWA shall give written notice to the Chief Executive Officer of the ECIDA and the County of Erie not less than ten (10) days in advance of when it or its agents or subcontractors will initially start work within or above the County of Erie's right-of-way of which ECIDA is lessee, or other work which may affect railroad property.

ECIDA may require a flagman or other protective personnel to be on duty to protect its operation of trains when and where required in the opinion of the Chief Executive Officer of the ECIDA or his duly authorized representative during the periods the ECWA is working within or adjacent to the railroad right-of-way; In general, the flag protection will be required when any object is brought closer than eight (8') feet horizontally from the near rail of the tracks or when working over the tracks or when failure of any equipment with or without load may obstruct the tracks.

The minimum hours per day for Railroad employees engaged in flagging service will be eight (8) hours. For all time over eight (8) hours, the overtime rate will be charged. Personnel used in flagging service will be paid deadhead (traveling) time from headquarters and return each day plus transportation from headquarters to the site of the work in accordance with the current employees' agreement, if any.

ECIDA may assign inspectors and/or engineers during the time the ECWA is engaged in construction work on Railroad property for the general supervision of construction operations to

ensure adherence to plans and specifications and to ensure the use of approved construction methods.

ECIDA reserves the right to employ additional forces to repair damage to railroad facilities caused by the ECWA's operations.

It is agreed that the providing of inspectors, engineers, operators, conductors, watchmen, flagmen or other forces by ECIDA and any other precautions deemed necessary, and taken by ECIDA shall not relieve the ECWA or its agents or subcontractors from liability for payment for damages caused by their operations.

All of ECIDA's costs shall be at the prevailing rates of pay in accordance with railroad accounts and shall include overtime paid if overtime pay is warranted and Workers' Compensation Insurance, Public Liability Insurance, Property Damage Insurance, Railroad Unemployment Insurance, Railroad Retirement Excise Tax, Vacation Allowance and other standard and legal costs, including fifteen (15%) percent overhead for supervision and accounting.

All the costs to the ECIDA in connection with flagging and protective personnel, engineering inspection and repairs to railroad facilities damaged by ECWA's operations and all other costs the Railroad Company will be reimbursed by ECWA.

If the work is done by a company or person other than the ECWA, ECWA shall make direct payment to the ECIDA if such company or person does not reimburse the ECIDA within thirty (30) days of receipt of invoice, and any disputes related to said payments shall be and remain between ECWA and its agent, authorized contractor or subcontractor. Final payment to the agent, authorized contractor or subcontractor shall not be made until ECIDA has been reimbursed in full for all of its costs.

The ECWA or its authorized contractor shall procure and maintain at his own expense the following insurance until the work to be performed on the right-of-way is completed.

**Railroads Protective Public Liability, Property Damage Liability Insurance and New York State Workers Compensation**

ECWA shall comply with the Insurance Specifications set forth on attached Exhibit B-1, attached hereto and made a part hereof.

**Specific Requirements for Pipe Culvert Installations Under Erie County Railroad Tracks By Boring and Jacking Method**

Construction drawings, showing the class and type of pipe and conduit, proposed method and procedure of installation and construction details' of jackings and receiving pits shall be submitted to the Chief Executive Officer of the ECIDA or his designee for approval prior to starting any work. Approval of construction drawings shall not relieve the ECWA of his responsibility to perform the work without damage to existing railroad facilities. Field conditions may require changes in the approved drawings and such changes shall be subject to the approval of the ECIDA.

No work shall be started by the ECWA on County railroad right-of-way until all insurances required have been approved.

The pipe shall be jacked into position true to required line and grade by use of jacks of sufficient capacity to shove the pipe through the railroad embankment. The pipe shall be jacked simultaneously with the augering. The auger shall not extend more than six (6") inches beyond the end of the pipe.

Field conditions may require that the actual jacking operations be continued without interruption in order to prevent undermining the railroad roadbed and tracks. Should the railroad



permit interruption of jacking operations, the ECWA shall provide bulkheads and dewatering measures as approved by the Chief Executive Officer or his/her designee.

The work of installation shall at all times be subject to inspection and control by a representative of the ECIDA or agent thereof.

When shown on the plans or directed by the ECIDA or the operating company, rail hangers will be installed by railroad forces prior to commencement of the boring and jacking operation. The rail hangers will not be removed by railroad forces until all voids created by the ECWA's operation have been filled to the satisfaction of the railroad.

The ECWA shall be held responsible for protecting against surface subsidence, damage, or disturbance to adjacent property and facilities from his construction methods. In case loose material is encountered and cave-ins occur or are anticipated, all operations shall be discontinued, shoring approved by the railroad shall be installed and all voids tilled by pressure grouting or other methods approved by the railroad before work is continued. Corrective measures required due to settlement or upheaval of the railroad tracks, during the operation or for a period of thirty (30) days after completion of installation, will be performed by railroad forces at the sole cost and expense of the ECWA.

The ECWA shall reimburse the ECIDA or its agents promptly for all costs of inspectors, engineers, protective personnel, installation and removal of rail hangers, restoration of tracks, corrective repairs and all other costs to the railroad company as specified herein when bills are presented.

This Exhibit B is not intended to contradict or conflict with the language in the body of easement agreement and is attached for ease of reference. In the event of a contradiction between the language in the easement and the language of this Exhibit B, Exhibit B shall control.

**EXHIBIT C**

**ERIE COUNTY INDUSTRIAL DEVELOPMENT AGENCY  
(Insurance Requirements)**

**A summary of ECIDA insurance requirements follows. Please note that insurance is to be provided by ECWA and shall be maintained during the term of any applicable agreement by and between the ECIDA and ECWA.** ECWA, its authorized agents, contractors, and subcontractors shall procure and maintain and keep in effect until said work is completed and accepted by ECIDA

ECWA shall provide to ECIDA Certificates of Insurance certifying the coverage required by this Agreement, and naming ECIDA, the County of Erie, and Buffalo Southern Railroad as additional insured.

During the term of an agreement entered into with the Erie County Industrial Development Agency an **ACORD 25-Certificate of Liability Insurance** shall be provided evidencing the following insurance is currently maintained and in force with an insurance carrier approved to do business in the State of New York and maintaining an A.M. Best Rating of A- or better showing Erie County Industrial Development Agency as Certificate Holder.

Acceptable Certificates of Insurance shall indicate the following minimal coverage, limits of insurance, policy numbers and policy effective and expiration dates.

**Commercial General Liability:** ECWA shall provide such coverage on an occurrence basis for work performed with coverage being provided for premises and operations and products completed operations. Paragraph 6 of the CGL’s definition of an “Insured Contract” shall not be deleted or amended in order to provide Blanket Contractual Liability. Property damage to work performed by subcontractors may not be excluded or restricted nor shall the Additional Insured’s coverage for claims involving injury to employees of the Named Insured or their subcontractors be excluded or restricted. The “insured contract” exception to the Employers Liability exclusion also may not be removed or restricted in any way.

CGL must include endorsement CG 24 17 Contractual Liability – Railroads (or equivalent).

**Limits expressed shall be no less than:**

General Aggregate	\$2,000,000
Products-Completed Operations Aggregate	\$2,000,000
Per Occurrence	\$1,000,000
Personal & Advertising Injury	\$1,000,000
Fire Damage Liability	\$ 100,000
Medical Payments (per person)	\$ 5,000

Limits can be satisfied on a singular policy basis or a combination of primary and excess liability policies.

Erie County Industrial Development Agency, the County of Erie, and Buffalo Southern Railroad as additional insured shall be named as Additional Insured per **ISO Form CG 20 26-Additional Insured Designated Person or Organization**, or its equivalent, to provide coverage for the Additional Insured. Coverage shall apply on a Primary & Non-Contributory basis. All insurance required of the ECWA shall waive any right of subrogation of the insurer against any person insured under such policy, and waive any right of the insurer to any off-set or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of any person insured under such policy.

Any scheduled person or organization section of the additional insured endorsement containing wording other than designated names shall not be accepted.

**Umbrella/Excess Liability:** Commercial Umbrella or excess liability for a limit of at least \$5,000,000 per occurrence with a \$5,000,000 Aggregate. Coverage should respond on a follow-form basis and excess over the aforementioned underlying policy limits. Erie County Industrial Development Agency shall be named as Additional Insured. Coverage shall apply on a Primary & Non-Contributory basis.

**Railroad Protective Liability:** If endorsement CG 2417 – Contractual Liability (Railroads) is not included under the Commercial General Liability policy, ECWA shall maintain a Railroad Protective Liability (“RPL”) Insurance policy (AASHO Form), in accordance with U.S. Department of Commerce, Bureau of Public Roads, Policy and Procedure Memorandum 20-12, dated March 5, 1959 and any subsequent amendments thereto, with limits of liability of \$2,000,000/each occurrence \$6,000,000/aggregate with respect to bodily injury, death or destruction of property.

**Workers Compensation/Disability Insurance:**

i) The ECWA and/or Project Owner shall provide evidence of insurance and maintain Workers Compensation/Disability insurance as required by statute.

ii) **Accepted Forms:**

<b>Workers Compensation Forms</b>		<b>DBL (Disability Benefits Law) Forms</b>	
<b>CE-200</b>	<b>Exemption</b>	<b>CE-200</b>	<b>Exemption</b>
<b>C-105.2</b>	<b>Commercial Insurer</b>	<b>DB-120.1</b>	<b>Insurers</b>
<b>SI-12</b>	<b>Self-Insurer</b>	<b>DB-155</b>	<b>Self-Insured</b>
<b>GSI-105.2</b>	<b>Group Self-Insured</b>		
<b>U-26.3</b>	<b>New York State Insurance Fund</b>		

If the ECWA and/or Project owner have no employees, the ECWA and/or Project owner shall provide a completed and signed Form CE-200 or later revision, which is found on the New York State Workers Compensation Board website: [www.wcb.ny.gov/](http://www.wcb.ny.gov/) This form is to be completed on-line, printed, and signed.

**ECIDA Address:** All evidence of insurance shall be sent to:  
Erie County Industrial Development Agency  
95 Perry St, Suite 403  
Buffalo, NY 14203

ECWA agrees to notify the Certificate Holder of any cancellations or non-renewals with 30 days advanced notice.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **CONTRACTUAL LIABILITY - RAILROADS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

<b>Scheduled Railroad:</b>	<b>Designated Job Site:</b>
Blanket when contract requires it	

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect to operations performed for, or affecting, a Scheduled Railroad at a Designated Job Site, the definition of "insured contract" in the Definitions section is replaced by the following:

- 9. "Insured Contract" means:**
- a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
  - b.** A sidetrack agreement;
  - c.** Any easement or license agreement;
  - d.** An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
  - e.** An elevator maintenance agreement;
  - f.** That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

- (1)** That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  - (a)** Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (b)** Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
- (2)** Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph **(1)** above and supervisory, inspection, architectural or engineering activities.



## CERTIFICATE OF WORKERS' COMPENSATION INSURANCE



SCAN TO VALIDATE  
AND SUBSCRIBE

^ ^ ^ ^ ^ ^ ^ ^ 166000337  
LAWLEY LLC  
361 DELAWARE AVE STE 200  
BUFFALO NY 14202

<b>POLICYHOLDER</b> ERIE COUNTY WATER AUTHORITY 295 MAIN STREET, ROOM 350 BUFFALO NY 142032494		<b>CERTIFICATE HOLDER</b> ERIE COUNTY INDUSTRIAL DEVELOPMENT AGENCY 95 PERRY ST, SUITE 403 BUFFALO NY 14203	
<b>POLICY NUMBER</b> B2009 327-4	<b>CERTIFICATE NUMBER</b> 509486	<b>POLICY PERIOD</b> 07/01/2021 TO 07/01/2022	<b>DATE</b> 3/1/2022

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 2009 327-4, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

**IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT [HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP](https://www.nysif.com/cert/certval.asp). THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.**

THE POLICY INCLUDES A WAIVER OF SUBROGATION ENDORSEMENT UNDER WHICH NYSIF AGREES TO WAIVE ITS RIGHT OF SUBROGATION TO BRING AN ACTION AGAINST THE CERTIFICATE HOLDER TO RECOVER AMOUNTS WE PAID IN WORKERS' COMPENSATION AND/OR MEDICAL BENEFITS TO OR ON BEHALF OF AN EMPLOYEE OF OUR INSURED IN THE EVENT THAT, PRIOR TO THE DATE OF THE ACCIDENT, THE CERTIFICATE HOLDER HAS ENTERED INTO A WRITTEN CONTRACT WITH OUR INSURED THAT REQUIRES THAT SUCH RIGHT OF SUBROGATION BE WAIVED.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND



DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 359063014



CERTIFICATE OF INSURANCE COVERAGE DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name & Address of Insured (use street address only)
ERIE COUNTY WATER AUTHORITY
295 MAIN ST RM 350
BUFFALO, NY 14203-2494
1b. Business Telephone Number of Insured
(716) 849-8484
1c. Federal Employer Identification Number of Insured or Social Security Number
166000337
2. Name and Address of Entity Requesting Proof of Coverage
(Being Listed as the Certificate Holder)
ERIE COUNTY INDUSTRIAL DEVELOPMENT AGENCY
95 PERRY STREET
SUITE 403
BUFFALO, NY 14203
3a. Name of Insurance Carrier
New York State Insurance Fund (NYSIF)
3b. Policy Number of Entity Listed in Box "1a"
DBL 1451 66 - 6
3c. Policy effective period
07/01/2021 to 07/01/2022

4. Policy provides the following benefits:
[X] A. Both disability and paid family leave benefits
[ ] B. Disability benefits only
[ ] C. Paid family leave benefits only
5. Policy covers:
[X] A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law
[ ] B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 3/1/2022 By Kristin Markwica
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)
Telephone Number (866) 697-4332 Name and Title Kristin Markwica, Head of Disability Insurance Unit

IMPORTANT: If Box 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.
If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, DB Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)

State of New York
Workers' Compensation Board
According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.
Date Signed \_\_\_\_\_ By \_\_\_\_\_
(Signature of Authorized NYS Workers' Compensation Board Employee)
Telephone Number \_\_\_\_\_ Name and Title \_\_\_\_\_

Please Note: Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.



## Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in box "3" on this form is certifying that it is insuring the business referenced in box "1a" for disability and/or paid family leave benefits under the New York State Disability and Paid Family Leave Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Worker's Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Disability and/or Paid Family Leave Benefits contract of insurance only while the underlying policy is in effect.

**Please Note: Upon the cancellation of the disability and/or paid family leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of NYS Disability and/or Paid Family Leave Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability and Paid Family Leave Benefits Law.**

### DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

#### §220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits, and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.