



ERIE COUNTY WATER AUTHORITY

INTEROFFICE MEMORANDUM

June 30, 2021

To: Terrence D. McCracken, Secretary to the Authority

From: Clayton J. Johnson, PE, Production Engineer *CJJ*

Subject: Cooperative Agreement
Crestwood, Wohlhueter, and Rice Hill Storage Tank Refurbishing
Town of Boston
ECWA Project No. 199300453

In an effort to take advantage of economies of scale, the Authority prepares refurbishment contracts with multiple tanks, often a mix of Authority owned tanks and Lease Managed tanks. RFP No. 202100021 includes the design and construction services for the refurbishment of six water storage tanks. One tank is owned by the Authority, three tanks are owned by the Town of Boston, and one tank is owned by the Town of Orchard Park. Prior to issuing the RFP, the Engineering Department wanted to get the Cooperative Agreements in place to ensure the Lease Managed Towns were aware of the costs associated with refurbishing their assets. The costs presented in the Cooperative Agreement are based on recent tank inspection reports and a contingency was included to be able to address unforeseen conditions encountered during construction.

It has been a standard practice of the Authority to work collaboratively with lease managed towns to ensure that tanks are being properly maintained. As part of this process, the Authority pays for the design and inspection costs and the town pays for the construction costs related to refurbishing the tank. In addition to the tank refurbishing, there are often improvements made to the tanks that make them safer for ECWA personnel to access and perform maintenance.

The Town-owned Crestwood, Wohlhueter, and Rice Hill Tanks are in need of rehabilitation and are included in RFP No. 202100021 Water Storage Tank Rehabilitation. RFP No. 202100021 is currently being advertised, for professional engineering services.

Attached is the new Cooperative Agreement for Crestwood, Wohlhueter, and Rice Hill Tank Refurbishment that has been signed by the Town of Boston. At this time, we are asking that the Agreement be processed appropriately and executed by the Chairman. An executed copy must be returned to the Town.

Budget Information for RFP 202100021:

- Department 250 Engineering/Construction
- Unit 2502 Construction
- Item No. 74 Payments to Contractors -Tanks

Please feel free to contact me if you have any questions.

CJJ:jmf

Attachments

cc: L.Kowalski

OPTN-326-9301-F

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

Contract: _____ **Project No.:** 199300453
Project Description: Storage Tank Refurbishing, Crestwood, Wohlhueter, and Rice Hill Tanks
Cooperative Agreement with Town of Boston.

Item Description:

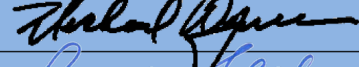



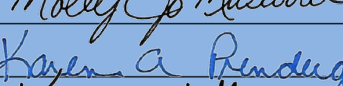


- | | | | |
|---|--|---|---------------------------------------|
| <input checked="" type="checkbox"/> Agreement | <input type="checkbox"/> Professional Service Contract | <input type="checkbox"/> Amendment | <input type="checkbox"/> Change Order |
| <input type="checkbox"/> BCD | <input type="checkbox"/> 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 type="checkbox"/> Other _____ | | | |

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. Production Engineer		Date: 6/30/2021
<input checked="" type="checkbox"/> Chief Operating Officer		Date: 6/30/2021
<input checked="" type="checkbox"/> Executive Engineer		Date: 06/30/2021
<input checked="" type="checkbox"/> Director of Administration		Date: 06/30/2021
<input checked="" type="checkbox"/> Risk Manager		Date: 06/30/2021
<input checked="" type="checkbox"/> Chief Financial Officer		Date: 06/30/2021
<input checked="" type="checkbox"/> Legal		Date: 6/30/2021

APPROVED FOR BOARD RESOLUTION:

<input checked="" type="checkbox"/> Secretary to the Authority		Date: 06/30/21
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Remarks: _____

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

TOWN OF BOSTON



COPY

TOWN OF BOSTON – RESOLUTION NO. 2021-36

AUTHORIZING COOPERATIVE AGREEMENT WITH ECWA FOR WATER TANK REFURBISHMENT

WHEREAS, the Town of Boston (“Town”) and Erie County Water Authority (“ECWA”) are parties to a Lease Management Agreement pursuant to which ECWA manages the Town’s water distribution system and sales and distribution of water to customers in Town water districts; and

WHEREAS, the system managed by ECWA includes the Crestwood, Rice Hill, and Wohlhueter water storage tanks, which because of the impacts of time and wear and tear now require refurbishment; and

WHEREAS, ECWA has proposed entering into a cooperative agreement with the Town dated July 8, 2021 to coordinate and facilitate the refurbishment of the aforementioned water storage tanks as part of a larger project, with ECWA to handle design, bidding, awarding, and construction inspection for the project; and

WHEREAS, the proposed cooperative agreement provides that the Town will pay to ECWA the cost attributable to the refurbishment for the Crestwood, Rice Hill, and Wohlhueter water tanks upon completion of the construction project, provided the cost of the work attributable to the tanks is equal to or less than the following sums:

Tank	Maximum Cost
Crestwood	\$375,000
Rice Hill	\$635,000
Wohlhueter	\$815,000;

* CONTINUED ON NEXT PAGE *

COPY

NOW THEREFORE BE IT

RESOLVED, that on behalf of the Town of Boston, the Town Supervisor hereby is authorized to enter into the cooperative agreement with Erie County Water Authority dated July 8, 2021 to coordinate and facilitate the refurbishment of the Crestwood, Rice Hill, and Wohlhueter water storage tanks, and agrees to reimburse the Erie County Water Authority for the cost attributable to refurbishing the Crestwood tank provided the sum does not exceed \$375,000, for the work attributable to refurbishing the Rice Hill tank provided the sum does not exceed \$635,000, and for the work attributable to refurbishing the Wohlhueter tank provided the sum does not exceed \$815,000.

On June 16, 2021, the question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

	Yes	No	Abstain	Absent
Councilmember Cartechine	[X]	[]	[]	[]
Councilmember Lucachik	[X]	[]	[]	[]
Councilmember Martin	[X]	[]	[]	[X]
Councilmember Selby	[X]	[]	[]	[]
Supervisor Keding	[X]	[]	[]	[]


Sandra L. Quinlan, Town Clerk

COOPERATIVE AGREEMENT

This Cooperative Agreement ("Agreement"), dated July 8, 2021, is made by and between:

ERIE COUNTY WATER AUTHORITY

295 Main Street, Room 350
Buffalo, New York, 14203

hereinafter referred to as the "Authority," and

TOWN OF BOSTON

8500 Boston State Road
Boston, New York 14025

hereinafter referred to as the "Town."

WHEREAS, pursuant to the Lease Management Agreement, dated October 8, 1998, and in effect until October 7, 2038 (hereinafter "LMA"), the Authority agreed to manage the Town's water system and to sell and distribute potable water to domestic and commercial customers within the Town-created water districts; and

WHEREAS, pursuant to Article V, section 5.1 of the LMA, the parties agreed the Authority would refurbish the Town-owned water tanks and would bill the Town for the actual installed cost for the refurbishment; and

WHEREAS, the Town and the Authority desire to enter into a Cooperative Agreement to coordinate and facilitate the refurbishment of the Crestwood Water Storage Tank (hereinafter "CWST"), the Rice Hill Water Storage Tank (hereinafter "RHWST") and the Wohlhueter Water Storage Tank (hereinafter "WWST");

NOW, THEREFORE, the parties agree as follows:

1. **PUBLIC BIDDING**: The Authority agrees to bid the cost of construction in accordance with the terms of General Municipal Law §103 and Public Authorities Law §1069. The Authority intends to bid the refurbishment of the CWST, the RHWST and the WWST along with the refurbishment of several other water storage tanks in the Authority's water system. The Authority agrees to provide inspection during construction in accordance with the project plans and specifications developed by the Authority.

2. **PROJECT COST**: Subsequent to the bidding process in which the Authority will determine the lowest responsible bid, the Authority will refer to the Town for its review and

approval the cost pertaining to the CWST, the RHWST, and the WWST portions of the project defined in the bid specifications.

3. **APPROVAL OF COST:** The Town will review the cost of portions of the lowest responsible bid related to the CWST, RHWST and the WWST. The Town agrees that if the cost of the CWST-related portion of the lowest responsible bid is \$375,000.00 or lower, the Town will approve such cost. The Town agrees if the cost of the RHWST-related portion of the lowest responsible bid is \$635,000 or lower, Town will approve such cost. The Town agrees if the cost of the WWST-related portion of the lowest responsible bid is \$815,000.00 or lower, the Town will approve such cost. If the cost of the CRST-related portion of the lowest responsible is greater than \$375,000.00, or if the cost of the RHWST-related portion of the lowest responsible bid is greater than \$635,000.00, or if the cost of the WWST-related portion of the lowest responsible bid is greater than \$815,000.00, the Town will determine in its sole judgment whether such cost is acceptable prior to the Authority awarding the project in accordance with the plans and specifications. The Town agrees to provide written approval of the cost within fourteen days after notification by the Authority, subject to the provisions of this paragraph.

4. **REIMBURSEMENT:** Upon completion of the construction project and pending its final approval of the contract for related work, the Authority will submit to the Town an accounting setting forth reimbursement of the actual installed cost of related items listed under the CWST-related portion, the RHWST-related portion, and the WWST-related portion of the plans and specifications. The Town will reimburse the Authority for the cost of the CWST, the RHWST, and the WWST portions of the project as set forth in the project plans and specifications. The Town agrees to remit payment to the Authority within 60 days of receipt of the invoice.

5. **AMENDMENTS AND MODIFICATIONS:** Any modification, amendment or variation from the terms of this Agreement must be in writing, authorized by a resolution of the Town's Board, authorized by a resolution of the Board of Commissioners of the Authority, and signed by all parties to be effective.

6. **ENTIRE AGREEMENT:** This Agreement contains 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. This Agreement supersedes all prior and contemporaneous communications, representations, or agreements, whether oral or written with respect to the subject matter hereof and has not been induced by any representations, statements, or agreements other than those herein expressed. No subsequent agreement made between the parties shall be binding on either party unless reduced to writing and signed by an authorized officer of the party sought to be bound by such agreement.


7. **NOTICE**: Any notices required by this Agreement or otherwise shall be delivered by United States Postal mail or personal delivery upon the addresses stated in this Agreement. Any change in such address shall be required to be in writing to the other party and acknowledged as such.

8. **APPROVAL**: This Agreement is subject to approval by the respective parties in accordance with the authority granted to each party.

9. **EFFECTIVE DATE**: The parties agree the effective date of this Agreement shall be the date the Agreement is approved by the resolution of the Authority's Board of Commissioners.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the date above written.

TOWN OF BOSTON

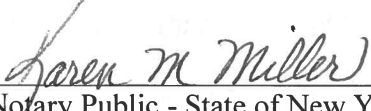

JASON KEDING, Supervisor

ERIE COUNTY WATER AUTHORITY

JEROME D. SCHAD, Chair

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

On the 20th day of June, in the year 2021, before me personally came JASON KEDING, to me known, who being by me duly sworn did depose and say that he resides in Boston, New York, that he is the Supervisor of the Town of Boston, described in the above instrument, and he signed his name thereto by the authorization of the Town Board of the Town of Boston pursuant to a duly enacted resolution.



Notary Public - State of New York

KAREN M. MILLER
Notary Public, State of New York
Reg. No. 01MI6385215
Qualified in Erie County
Commission Expires 12-31-2022

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

On this ____ day of July, 2021, before me personally came JEROME D. SCHAD, to me known, who being by me duly sworn did depose and say that he resides in Amherst, New York, that he is the Chairman of the Erie County Water Authority, the corporation named in the foregoing indenture; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by a duly adopted resolution of the said Authority and that he signed his name thereto by like resolution.

Notary Public - State of New York