



ERIE COUNTY WATER AUTHORITY

INTEROFFICE MEMORANDUM

August 4, 2024

To: Terrence D. McCracken, Secretary to the Authority

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

A handwritten signature in dark ink, appearing to be "MJQ", is written over the name Michael J. Quinn.

Subject: Contract OS-001
Furnish and Deliver Mass Notification System
ECWA Project No. 202100207

On October 28, 2021, the Authority entered into a contract with OnSolve, LLC. (OnSolve) for the procurement of a computer software system that will allow the Authority to easily provide notification to customers, emergency service agencies, etc. regarding emergency situations, including watermain breaks, facility failure, and other incidents that may impact the effective and efficient delivery of water. Since that time, the system has been used effectively on a number of occasions and is a valuable tool for customer notification. The initial term of the current three-year contract expired on October 30, 2024. The three-year contract also includes provisions for two, one-year extensions. The first amendment of the contract extended it through October 31, 2025. OnSolve agreed to a second and final time extension from November 1, 2025 through October 31, 2026 with a new annual fee for the services provided in the amount of \$25,102.20.

Based on the quality of the system and its importance to our operations, the Engineering and Line Maintenance Departments believe that the proposed cost increase is reasonable and recommend that the Authority Board approve the attached one-year extension as well as the associated cost increase.

Budget Information:

This will be an O&M expenditure.

Unit: 6030 Public Information

- Item 60 Special Services

Unit: 2010 Line Maintenance

- Item 19 Payments to Contractors – Other

Unit: 2502 Construction

- Payments to Contractors - Other

MJQ:jmf

Attachments

cc: L.Kowalski

J.Catanzaro

D.Aubertine

M.McAuley

L.Lester

CONT-OS-001-2101-X-01

**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:

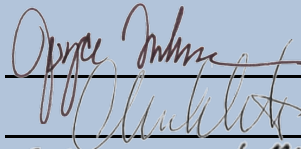
Choose one:

Other: _____

Approvals Required:

APPROVED AS TO CONTENT:

Chief Financial Officer



Date: 08/11/2025

Chief Operating Officer



Date: 08/11/2025

Claims Rep. – Risk Manager

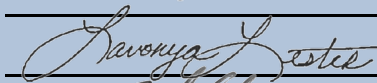


Date: 8/11/2025

Comptroller

Date: _____

Director of Administration



Date: 08/11/2025

Director of Distribution



Date: 8/11/2025

Director of Human Resources

Date: _____

Director of IT

Date: _____

Director of Production

Date: _____

Director of Water Quality

Date: _____

Executive Engineer



Date: 8/11/2025

General Counsel (Legal)



Date: 8/11/2025

Other:

Date: _____

APPROVED FOR BOARD RESOLUTION:

Secretary to the Authority



Date: 08/11/2025

Remarks: _____

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



ORDER FORM

This Order Form documents the purchase of Subscription Services and other Services being purchased by the customer listed below ("Customer") from OnSolve, LLC ("OnSolve"), and is entered into as of the date the Customer signs (the "Effective Date").

Service Start Date: November 01, 2025

Customer Information	Company Name:	Erie County Water Authority, NY
	Street Address:	3030 Union Road
	City, State, Zip, Country:	Cheektowaga, NY, 14227, US
Billing Contact Purchase Order Number	Company Name:	Erie County Water Authority, NY
	Name:	Leonard Kowalski
	Street Address:	3030 Union Road
	City, State, Zip, Country:	Cheektowaga, NY, 14227, US
	Phone:	716-685-8220
	Email:	lkowalski@ecwa.org
Primary Contact <i>Note: this contact will be setup in the Services as an Administrator.</i>	Name:	Mike Quinn
	Title:	Sr. Distribution Engineer
	Phone:	7163921758
	Email:	mquinn@ecwa.org

Subscription Service Fees

Critical Communications

Item/Description	Order Term	Qty	Annual Price**	Term Total
CodeRED Standard Plus Package	11/01/2025 - 10/31/2026	1	\$25,102.20	\$25,102.20
CodeRED Plus Package includes: 150,000 non-Emergency voice minutes per year. Overage will be billed at USD 0.10 per voice minute in blocks of 5,000.	11/01/2025 - 10/31/2026	1	\$0.00	\$0.00
CodeRED Premium Data	11/01/2025 - 10/31/2026	1	\$0.00	\$0.00
CodeRED Custom Mapping	11/01/2025 - 10/31/2026	1	\$0.00	\$0.00
CodeRED Monthly Data Load	11/01/2025 - 10/31/2026	1	\$0.00	\$0.00
CodeRED Foreign Language Message Translation	11/01/2025 - 10/31/2026	3	\$0.00	\$0.00

Item/Description	Order Term	Qty	Annual Price**	Term Total
Critical Communications Subscription Fees				\$25,102.20

ORDER TOTAL	\$25,102.20
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Annual Fees

Year 1 Subscription Fees + Non-Recurring Service Fees	\$25,102.20
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**The fees shown above may have been rounded to two decimal places for display purposes. As many as ten decimal places may be present in the actual price. The totals for this order were calculated using the actual price, rather than the fees displayed above, and are the true and binding totals for this order.

All pricing is in US Dollars unless otherwise specified

Service Description – Critical Communications

CODE-Plus Pkg

- CodeRED Subscription Service
- Unlimited **Emergency** voice minutes and TTY
- **Non-Emergency** voice minutes and TTY
- Unlimited SMS Text, Email, RSS, and Social Media messages
- Unlimited CodeRED Mobile Alert application push notifications
- Unlimited initiators
- Role based initiator permissions
- Esri based mapping
- Custom geocoding
- Managed Data Services with one (1) annual Data Load
- Two-Way messaging for contacts
- Dedicated public enrollment web page with branding
- Unlimited Opt-in categories
- Contact enrollment web page
- Web widget with enrollment link
- Voice based polling
- Reporting and analytics
- Resource Library
- Solution setup
- Base System Updates and Maintenance
- One (1) annual live web-based training – client dedicated
- Unlimited access to monthly web-based live and recorded trainings
- 24/7/365 support

Service Terms

- Use of the Subscription Service is intended for **null**
- Population: **170,000**. A population increase above 10% may result in increased pricing.
- "Message Unit" equals sixty (:60) seconds of connected voice or TTY call time deducted in six (:06) second increments and/or SMS Text segments of 140 characters. Unused Message Units do not carry over year-to-year.
- Emergency means threat to life and/or property.

The Subscription Service above includes the plan and terms set forth in the document previously signed by the Customer (the "Terms"). Except as expressly amended hereby, the Terms shall continue in full force and effect. In the event of a conflict between this document and the Terms, this document shall control. Capitalized terms not defined herein shall have the definitions ascribed to them in the Terms.

Erie County Water Authority, NY

By: _____

Name: Jerome D. Schad

Title: Chair

Date: August 21, 2025

**AMENDMENT No. 2 TO THE
CONTRACT FOR MASS NOTIFICATION SYSTEM**

AMENDMENT, effective August 21, 2025, to the Contract to Furnish and Deliver a Mass Notification System effective on October 28, 2021, by and between

ERIE COUNTY WATER AUTHORITY
295 Main Street, Room 350
Buffalo, New York 14203

hereinafter referred to as the “Authority,” and

ONSOLVE, LLC
780 W. Granada Boulevard
Ormond Beach, Florida 32174

hereinafter referred to as the “Vendor.”

WHEREAS, on April 7, 2022, the Authority executed a contract with the Vendor to furnish and deliver a mass notification system to the Authority for a three-year term, beginning November 1, 2021 (the “Contract”); and

WHEREAS, the Contract provides for set up and access and license to use a mass notification system from November 1, 2021 through October 31, 2024; and

WHEREAS, in accordance with Article 1, Paragraph 7.01 of the Contract, the parties may agree in writing to extend the term of the Contract for two additional one (1) year terms, at mutually agreed upon terms; and

WHEREAS, on August 15, 2024, the Authority executed Amendment No. 1 to the Contract, extending the term of the Contract through October 31, 2025;

WHEREAS, in accordance with Article 5, Paragraph 5.02 of the Contract, any modification or variation from the terms of the Contract must be in writing, authorized by a resolution of the Board of Commissioners of the Authority (the “Board”) and signed by all parties; and

WHEREAS, the Vendor has agreed to the second extension of the term of the Contract until October 31, 2026, for a subscription fee of \$25,102.00;

NOW, THEREFORE, in consideration of mutual promises herein set forth, the parties agree to the following:

(1) The parties agree that the terms and conditions of the Contract shall continue in effect until October 31, 2026; and

(2) The parties agree that Paragraph 4.01 shall be deleted in its entirety and replaced with the following:

The Authority agrees to pay the Vendor an annual subscription fee of \$25,102.00 for the period of 11/1/2025 through 10/31/2026.; and

(3) The parties agree all other terms and conditions of the Contract shall remain unchanged and in effect; and

(4) This Amendment may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same contract.

IN WITNESS WHERETO, the parties hereto have caused this Amendment No. 2 to be signed by their respective duly constituted officers, attested and sealed pursuant to proper authority.

ERIE COUNTY WATER AUTHORITY

By _____
Jerome D. Schad, Chair

ONSOLVE, LLC

By _____

STATE OF NEW YORK)
COUNTY OF ERIE) ss:

On the _____ day of August, in the year 2025, 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 Chair of the Board of Commissioners for the Erie County Water Authority described in the above instrument; and that he signed his name thereto by order of the Board of Commissioners.

Notary Public

STATE OF)
COUNTY OF) **ss:**

On the _____ day of _____, in the year 2025, before me personally came _____
_____ to me known, who, being by me duly sworn, did depose and say that
he/she resides in _____, _____, that he/she is the
_____ of the Company described in the above instrument; and that
he/she signed his/her name thereto with the proper authority of said Company.

Notary Public