



# ERIE COUNTY WATER AUTHORITY

## INTEROFFICE MEMORANDUM

January 11, 2022

To: Terrence D. McCracken, Secretary to the Authority

From: Michael J. Quinn, Senior Distribution Engineer

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

Subject: Easement Request  
National Grid  
Wehrle Storage Tank Site  
PN 202200029

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The following material is attached:

- Grant of Easement Document.

The New York State Department of Transportation is in the process of installing a new traffic camera at the in the area of the I-290/I-90 Interchange in the Town of Amherst. Power for this project will be obtained from a National Grid owned transformer located on the Wehrle Water Storage Tank site. A new underground power feed will be constructed from the transformer to the traffic camera location. As shown on Exhibit A of the attached Easement document, a short section of this conduit will cross ECWA property and as such National Grid is requesting an easement for installation and future maintenance of the power feed. The location of the easement and associated conduit will not impact any existing or future ECWA infrastructure. The ECWA Electrical Engineer and the Engineering Department are in favor of this easement and recommend Board approval and authorization for execution by the Chairman.

### **Budget Information:**

There is no cost associated with this easement

MJQ:jmf

Attachments

cc: L.Kowalski

S.Aiple

M.Barrett

AMTN-937-2201

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

**Contract:** \_\_\_\_\_ **Project No.:** 202200029

**Project Description:** Easement Request, National Grid, Wehrle Storage Tank Site

**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 |  | Date: 1/11/2022  |
| <input checked="" type="checkbox"/> Chief Operating Officer   |  | Date: 1/11/2022  |
| <input checked="" type="checkbox"/> Executive Engineer        |  | Date: 01/12/2022 |
| <input type="checkbox"/> Director of Administration           | _____   | Date: _____      |
| <input type="checkbox"/> Risk Manager                         | _____   | Date: _____      |
| <input type="checkbox"/> Chief Financial Officer              | _____   | Date: _____      |
| <input checked="" type="checkbox"/> Legal                     |  | Date: 1-12-2022  |

**APPROVED FOR BOARD RESOLUTION:**

- |  |   |               |
|--|---|---------------|
| <input checked="" type="checkbox"/> Secretary to the Authority |  | Date: 1/12/22 |
|--|---|---------------|

**Remarks:** \_\_\_\_\_  
\_\_\_\_\_

**Resolution Date:** \_\_\_\_\_

**Item No:** \_\_\_\_\_

## **GRANT OF EASEMENT**

**ERIE COUNTY WATER AUTHORITY**, with a mailing address of Ellicott Square Building, 295 Main Street Room 350, Buffalo, New York, 14203, (hereinafter referred to as “Grantor”), for consideration of One Dollar (\$1.00), and/or other valuable consideration paid, the receipt and sufficiency of which are hereby acknowledged under seal, hereby grants to **NIAGARA MOHAWK POWER CORPORATION**, a New York corporation, having an address at 144 Kensington Avenue, Buffalo, New York 14214 and (hereinafter referred to as “Grantee”), for Grantee and its lessees, licensees, successors, and assigns, the perpetual right and easement as described in Section 1 below (the “Easement”) in, under, through, over, across, and upon the Grantor’s land, as described in Section 2 below (the “Grantor’s Land”).

**Section 1 – Description of the Easement.** The “Easement” granted by the Grantor to the Grantee consists of a perpetual easement and right-of-way, with the right, privilege, and authority to:

a. Construct, reconstruct, relocate, extend, repair, maintain, operate, inspect, patrol, and, at its pleasure, abandon or remove underground electric facilities including a line or lines of wires or cables (either direct-buried or installed in underground conduits), handholes, manholes, conduit, vaults, junction boxes, pad-mount transformers, housings, connectors, switches and switching equipment, pipes, pedestals, closures, ducts and duct work, markers, cables, connections to overhead and underground wires, any poles or lines of poles, supporting structures, cables, crossarms, overhead and underground wires, guys, guy stubs, insulators, transformers, braces, fittings, foundations, anchors, lateral service lines, communications facilities, and other fixtures and appurtenances (collectively, the “Facilities”), which the Grantee shall require now and from time to time, for the transmission and distribution of high and low voltage electric current and for the transmission of intelligence and communication purposes, by any means, whether now existing or hereafter devised, for public or private use, in, upon, over, under, and across that portion of the Grantor’s Land described in Section 3 below (the “Easement Area”), and the highways abutting or running through the Grantor’s Land, and to renew, replace, add to, and otherwise change the Facilities and each and every part thereof and the location thereof within the Easement Area, and utilize the Facilities within the Easement Area for the purpose of providing service to the Grantor and others;

b. From time to time, without further payment therefor, clear and keep cleared, the Easement Area of any and all trees, vegetation, roots, aboveground or belowground structures, improvements, or other obstructions and trim and/or remove other trees, roots and vegetation adjacent to the Easement Area that, in the opinion of the Grantee, may interfere with the construction, operation, and maintenance of the underground Facilities of the Grantee. The first clearing may be for less than the full width and may be widened from time to time to the full width; and from time to time, without further payment therefor, clear and keep cleared, that portion of Grantor’s Land described in Section 3 below (the “Trimming Easement Area”) of any and all trees, limbs, branches, roots or vegetation and trim and remove danger trees adjacent to the Easement Area that, in the opinion of the Grantee may jeopardize the integrity of the Grantee’s electric distribution facilities; Grantee shall follow accepted arboricultural standards which may require Grantee to make pruning cuts closer to the tree stems, outside the 10-foot Easement Area;

c. Excavate or change the grade of the Grantor’s Land as is reasonable, necessary, and proper for any and all purposes described in this Section 1; provided, however, that the Grantee will, upon completion of its work, backfill and restore any excavated or regraded areas to reasonably the same condition as existed prior to such excavation; and

d. Pass and repass along the Easement Area to and from the adjoining lands and pass and repass over, across, and upon the Grantor’s Land to and from the Easement Area, and construct, reconstruct, relocate, use, and maintain such footbridges, causeways, and ways of access, if any, thereon, as is reasonable and necessary in order to exercise to the fullest extent of the Easement.

**Section 2 – Description of Grantor’s Land.** The “Grantor’s Land” is described in a certain Deed recorded in the Erie County Clerk’s Office on October 26, 1984, in Liber 9389 of Deeds at Page 85 and consists of land described as being part of Tax Parcel No. **80.15-1-50.11** of the Town of Amherst, County of Erie, State of New York, and part of Lot No. 31, Township 11, Range 7, of the Holland Land Company’s Survey, commonly known as **450 Wehrle Drive**.

**Section 3 – Location of the Easement Area.** The “Easement Area” shall consist of a portion of the Grantor’s Land twenty (20’) feet in width throughout its extent for the overhead facilities and ten (10’) feet in width throughout its extent for the underground facilities, the centerline of the Easement Area being the centerline of the Facilities. The general location of the “Easement Area” is shown on the sketch entitled “**EXHIBIT A,**” which sketch is attached hereto and recorded herewith, copies of which are in the possession of the Grantor and the Grantee. The final and definitive location(s) of the Easement Area shall become established by and upon the final installation and erection of the Facilities by the Grantee in substantial compliance with Exhibit A hereto.

**Section 4 – Facilities Ownership.** It is agreed that the Facilities shall remain the property of the Grantee, its successors and assigns.

**Section 5 – General Provisions.** The Grantor, for itself, its heirs, legal representatives, successors, and assigns, hereby covenants and agrees with the Grantee that no act will be permitted within the Easement Area which is inconsistent with the Easement hereby granted; no buildings or structures, or replacements thereof or additions thereto, swimming pools, or obstructions will be erected or constructed above or below grade within the Easement Area; no trees shall be grown, cultivated, or harvested, and no excavating, mining, or blasting shall be undertaken within the Easement Area without the prior written consent of the Grantee, it being the intent that the Easement herein conveyed is intended to prohibit the longitudinal or parallel use or occupancy of said Easement Area by surface or subsurface activities or structures which might damage or interfere with the Facilities; the Easement shall not be modified nor the Easement Area relocated by the Grantor without the Grantee's prior written consent; the present grade or ground level of the Easement Area will not be changed by excavation or filling.

The Grantee, its successors and assigns, are hereby expressly given and granted the right to assign this Easement, or any part thereof, or interest therein, and the same shall be divisible between or among two or more owners, as to any right or rights created hereunder, so that each assignee or owner shall have the full right, privilege, and authority herein granted, to be owned and enjoyed either in common or severally. This Grant of Easement shall at all times be deemed to be and shall be a continuing covenant running with the Grantor's Land and shall inure to and be binding upon the successors, heirs, legal representatives, and assigns of the parties named in this Grant of Easement.

IN WITNESS WHEREOF, the Grantor has duly executed this Grant of Easement under seal this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**ERIE COUNTY WATER AUTHORITY**

By: \_\_\_\_\_  
(sign here)

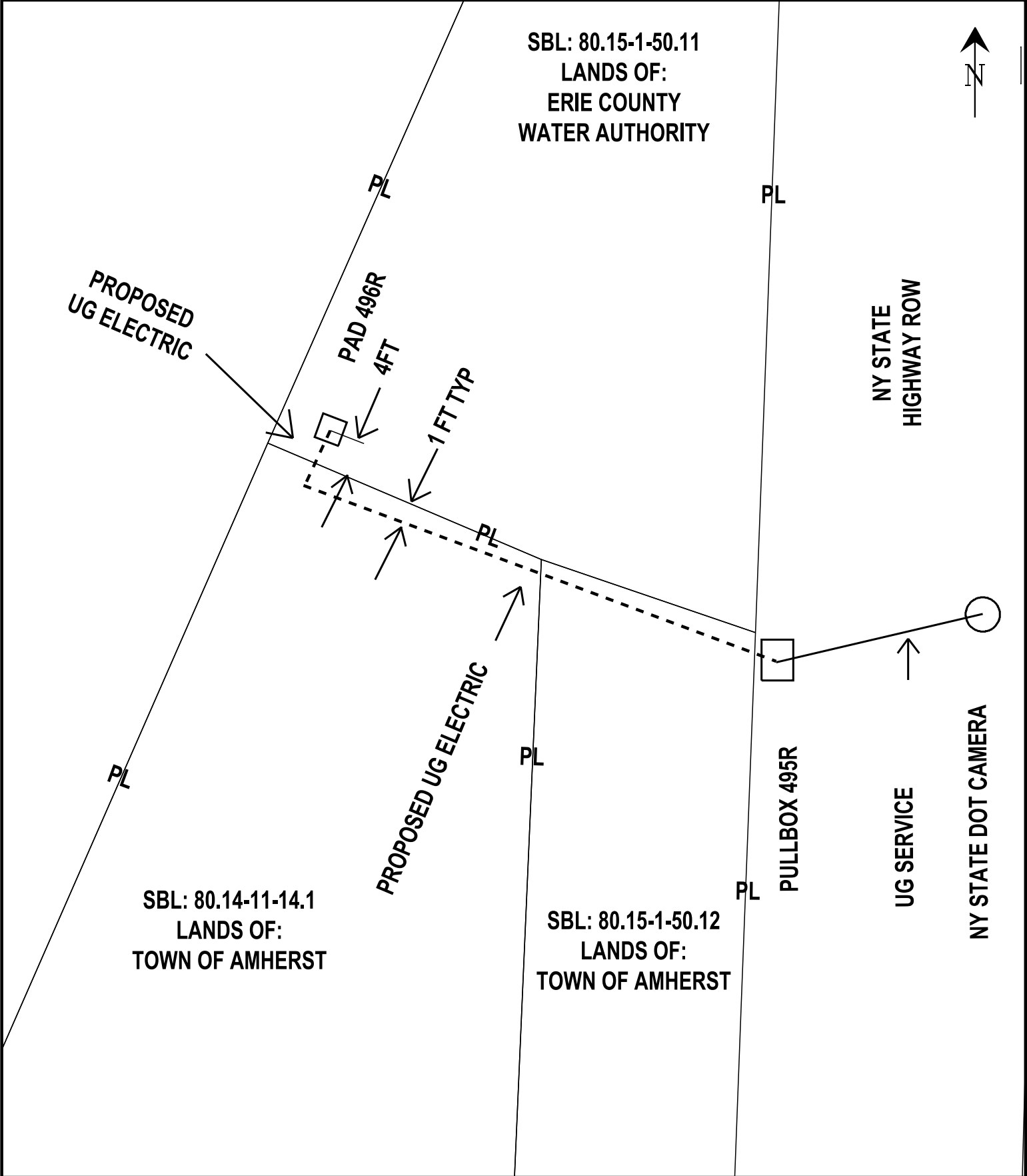
Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ :  
§:  
COUNTY OF \_\_\_\_\_ :

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year 2022, before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged 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



WR 30447415	EASEMENT SKETCH - EXHIBIT A	NOT TO SCALE
COUNTY OR ERIE TOWN OF AMHERST	LANDS OF ERIE COUNTY WATER AUTHORITY	