




# ERIE COUNTY WATER AUTHORITY

## INTEROFFICE MEMORANDUM

December 9, 2021

To: Terrence D. McCracken, Secretary to the Authority

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

Subject: WSA-015 Water System Improvements City of Lackawanna and Town of Hamburg  
License Agreement  
Norfolk Southern Railway Company  
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 the Norfolk Southern Railway Company (Norfolk Southern). 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 License Agreement (Agreement) with Norfolk Southern.

Over the past few months, the ECWA Law and Engineering Departments with the assistance of Harris Beach have negotiated the terms of this Agreement and collectively are recommending that the Board review and approve attached Agreement and authorize the Chairman to execute same. In addition to executing the Agreement itself, it is requested that the Board approve payment of the associated License Fee of \$40,600.00. Funds are available for this payment in 2021 Capital Budget Unit: 2590 Eng/Const Distribution Mains, Item: 101518 WSA-015 Waterline Replacement.

This fee has been determined by Norfolk Southern based on the scope of work within the railroad right-of-way and is a one-time fee. No other fees (annual or otherwise) will be levied for the main. Note that the referenced Risk Financing Fee of \$1,900.00 does not apply as the ECWA will obtain the required insurance from our insurance carrier. Note also that the contract as presented is for a period of twenty (20) years which shall automatically renew for subsequent twenty (20) year periods.

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

MJQ:jmf  
Attachments  
cc: L.Kowalski  
S.Denzler  
CONT-WSA-015-2020-X-10

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

**Contract:** WSA-015 **Project No.:** 202000058

**Project Description:** Water System Improvements  
Town of Hamburg, City of Lackawanna

**Item Description:**



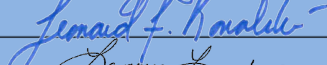




- |   |  |   |                                       |
|---|--|---|---------------------------------------|
| <input checked="" type="checkbox"/> Agreement                 | <input type="checkbox"/> Professional Service Contract | <input type="checkbox"/> Amendment          | <input type="checkbox"/> 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 Distribution Engineer	<u></u>	Date: <u>12/13/2021</u>
<input checked="" type="checkbox"/> Chief Operating Officer	<u></u>	Date: <u>12/13/2021</u>
<input checked="" type="checkbox"/> Executive Engineer	<u></u>	Date: <u>12/13/2021</u>
<input checked="" type="checkbox"/> Director of Administration	<u></u>	Date: <u>12/13/21</u>
<input checked="" type="checkbox"/> Risk Manager	<u></u>	Date: <u>12/13/2021</u>
<input checked="" type="checkbox"/> Chief Financial Officer	<u></u>	Date: <u>12/13/2021</u>
<input checked="" type="checkbox"/> Legal	<u></u>	Date: <u>12/13/2021</u>

**APPROVED FOR BOARD RESOLUTION:**

<input checked="" type="checkbox"/> Secretary to the Authority	<u></u>	Date: <u>12/14/21</u>
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**Remarks:** License Agreement with Norfolk and Southern Railway Company.

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

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



November 29, 2021

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

**RE: Proposed Underground Transverse Crossing Only of a Water Pipeline**

**Keystone Division, at Mile Post BX-5.67**  
**Lackawanna, Erie County, New York**  
**Latitude / Longitude: 42.817 / -78.833**  
**NS Activity No. 1293239**

Dear Len:

RailPros, as consultant for Norfolk Southern Railway Company ("Railway"), has reviewed the above-referenced request. Based on the information and documentation presented, Railway has no objections to the proposed work.

Attached you will find the requested offer of agreement for execution, by an official authorized to execute contract agreements on behalf of the Licensee. Please have the agreement executed via DocuSign. Note, however, that the attached offer of agreement does not constitute a binding contract, unless or until it is executed by both the Licensee and Railway.

In order for Railway to countersign the document, the following items are needed for review:

1. **Payment of the License Fee** in the amount of \$40,600.00 within the Application System;
2. **A Certificate of Insurance** as required in the agreement, is to be submitted within the Application System.
3. **Payment of the Risk Management Fee** adds the specific project/activity to the Norfolk Southern Master Railroad Protective insurance policy, and as such no further railroad protective liability insurance coverage is necessary or requested. – Invoice on the application

**NOTE: No work shall be permitted on or about the Railway's property until the agreement becomes binding, and the Division Engineer or their authorized representative has reviewed and approved field services** for the project, such as *flagging protection, construction monitoring, and post-construction inspection services*. Once the above items are received, the fully executed agreement will be sent, along with the name and contact information for field service coordination.

If we have not received the executed agreement and corresponding payments and/or documents within sixty (60) days from the date of this letter, we reserve the right to cancel this request.

If you have any questions, please contact me at me at (402) 965-0550 or message me via the portal.

Sincerely,

A handwritten signature in cursive script that reads "Valerie Harrill".

Valerie Harrill  
*Real Estate Specialist*

## PIPE DATA SHEET

	CARRIER PIPE	CASING PIPE
CONTENTS TO BE HANDLED	potable water	DIP carrier pipe
MAX. ALLOWABLE OPERATING PRESSURE	175 psi	n/a
NOMINAL SIZE OF PIPE	12 inches	24 inches
OUTSIDE DIAMETER	13.2 inches	
INSIDE DIAMETER	12 inches	24 inches
WALL THICKNESS	0.37 inches	0.313 inches
WEIGHT PER FOOT	47.2 lbs per lf	
MATERIAL	ductile iron pipe	steel
PROCESS OF MANUFACTURE		
SPECIFICATION	ANSI/AWWA C151/A21	ASTM A139
GRADE OR CLASS (Specified Minimum Yield Strength)	Class 52	Grade B
TEST PRESSURE	170 psi	n/a
TYPE OF JOINT	bell and spigot tyton joint	welded
TYPE OF COATING	bitumastic	n/a
DETAILS OF CATHODIC PROTECTION	poly wrapped	anodes
DETAILS OF SEALS OR PROTECTION AT END OF CASING	overlap and tape	anodes on each end
CHARACTER OF SUBSURFACE MATERIAL	brown grey silty clay	same
APPROXIMATE GROUND WATER LEVEL	none at 16' depth	
SOURCE OF INFORMATION ON SUBSURFACE CONDITIONS	SJB Soils - Hole B5	

Proposed method of installation (refer to NSCE-8 Specification):

- ☒ Bore & Jack
- ☐ Jacking
- ☐ Tunneling (with Tunnel Liner Plate)
- ☐ Directional Bore/Horizontal Direction Drilling – Method A
- ☐ Directional Bore/Horizontal Direction Drilling – Method B
- ☐ Open Cut – *All installations directly under any track must be designed as a bored installation. Open cut installations will be considered on a case-by-case basis by Norfolk Southern's Division Superintendent at the time of installation.*
- ☐ Other – Please Specify: \_\_\_\_\_

## **LICENSE AGREEMENT**

**THIS LICENSE AGREEMENT** (this “Agreement”), dated as of the 29 day of November, 2021 (the “Effective Date”) is made and entered into by and between

**NORFOLK SOUTHERN RAILWAY COMPANY**, a Virginia corporation, whose mailing address is Three Commercial Place, Norfolk, Virginia 23510 (hereinafter called "Railway"), and **ERIE COUNTY WATER AUTHORITY**, a New York public benefit corporation, whose mailing address is 295 Main Street, Room 350, Buffalo, New York 14203 (hereinafter called "Licensee").

### **WITNESSETH**

**WHEREAS**, Licensee has submitted to Railway an Application (as defined herein) related to the proposed installation and construction of an underground transverse crossing consisting of one (1) 24-inch steel casing pipe, by bore and jack, containing one (1) 12-inch ductile iron watermain pipe (hereinafter called the "Facilities") located in, over or under, and across the right-of-way or property and any tracks of Railway at or near:

- Milepost BX-4.62, Keystone Division
- Latitude 42.817, Longitude -78.833
- Lackawanna, Erie County, New York

the same to be located in accordance with and limited to the installation shown on the diagram set forth in **EXHIBIT A and B** attached hereto and made a part hereof (such right-of-way or property of Railway, collectively, the “Premises”); and

**WHEREAS**, Railway has approved the Application for the initial installation and construction of the Facilities; and

**WHEREAS**, Licensee desires a license to use such right-of-way or property of Railway for the installation and construction, as well as the subsequent maintenance, operation and removal, of the Facilities.

**NOW, THEREFORE**, Railway and Licensee agree as follows:

1. Grant; Consideration; Term. Subject to Section 2(b) below, Railway hereby grants to Licensee, insofar as Railway has the right to do so, without warranty and subject to all encumbrances, covenants and easements to which the Railway’s title may be subject, the right to use and occupy so much of the Premises as may be necessary for the installation, construction, maintenance, operation and removal of the Facilities (collectively, “Operate” or “Operations”). Upon execution of this Agreement, Licensee shall pay to Railway (i) a non-refundable, non-assignable, one-time license fee in the amount of **FORTY THOUSAND SIX HUNDRED AND 00/100 DOLLARS (\$40,600.00)**, and (ii) if applicable as determined by Railway pursuant to Section 12 below, the Risk Financing Fee in the amount of \$1,900.00 (as defined in Section 12). The term of this Agreement shall commence on the Effective Date and shall continue for a period

of twenty (20) years, and shall automatically renew for subsequent twenty (20) year terms provided that Licensee is not then in default and subject to prior termination as hereinafter described (the "Term").

2. Use and Condition of the Premises. (a) The Premises shall be used by Licensee only for Operations and for no other purpose. Licensee accepts the Premises in their current "as is" condition, as suited for Operations, and without the benefit of any improvements to be constructed by Railway. (b) With respect to each Operations project that requires access to the Premises after the initial installation and construction of the Facilities, Licensee shall submit to Railway an application conforming to Railway's then-current standards and procedures (an "Application") for review and approval.

3. Installation of the Facilities; Railway Support. Licensee shall, at its expense, Operate the Facilities (i) on a lien-free basis and in such a manner as will not interfere with the operations of Railway, or endanger persons or property of Railway and (ii) in accordance with (a) the plans and specifications (if any) shown on the prints attached hereto and any other specifications prescribed by Railway, (b) applicable laws, regulations, ordinances and other requirements of federal, state and local governmental authorities, and (c) applicable specifications adopted by the American Railway Engineering and Maintenance-of-Way Association, when not in conflict with the applicable plans, specifications, laws, regulations, ordinances or requirements mentioned in clauses (a) and (b) above. All underground pipes must have secondary pipe containment if the material flowing through the pipeline poses a safety or environmental hazard. Any change to the character, capacity or use of the Facilities shall require execution of a new agreement. In the event it becomes necessary for Licensee to deviate from the approved plans and specifications, Licensee shall seek prior approval from Railway's Division Engineer or his or her authorized representative and, when applicable, an authorized representative of the Division Engineer in the field during Construction Monitoring. Licensee shall provide Railway with complete as-built drawings of the Facilities in an electronic format within thirty (30) days of (i) completion of the initial installation and construction of the Facilities and (ii) completion of any material change to the Facilities.

4. Railway Support. With respect to each Operations project that requires access to the Premises, Railway shall, at Railway's option, furnish, at the sole expense of Licensee, Support Services. The term "Support Services" means such materials and services as necessary, in Railway's sole judgment, to support Railway's tracks and to protect Railway's traffic, including without limitation flagging services and Construction Monitoring during Operations that require access to the Premises. Support Services shall be provided unless Railway's Division Engineer or his or her authorized representative provides to Licensee a written waiver of Support Services, whether in whole or in any part, in a given instance. The term "Construction Monitoring" means services comprised of one or more Railway representatives being assigned and present to monitor construction activities of Licensee, which may include a preconstruction site assessment and a post-construction site assessment.

5. Electronic Interference. If the Facilities cause degradation of Railway's signal, communications and other electronic systems (hereinafter collectively called the "Electronic Systems") or endanger Railway's personnel or other individuals entitled to be on or about the

Premises, through inductive or electrostatic interference or otherwise, Licensee, at its expense, will modify the Facilities to the satisfaction of Railway so as to eliminate such degradation or danger. Such modifications may include, without limiting the generality of the foregoing, transposing circuits or providing additional shielding, reactance or other corrective measures deemed necessary by Railway. The provisions of this Section 5 shall apply to the Electronic Systems existing as of the date of this Agreement and to any Electronic Systems that Railway may install in the future.

6. Corrective Measures. If Licensee fails to commence or otherwise take corrective measures requested by Railway in a reasonably timely manner as determined by Railway, or if an emergency situation is presented which, in Railway's reasonable but sole judgment, requires immediate repairs to the Facilities, Railway, at Licensee's expense, may undertake such corrective measures or repairs as it deems necessary or desirable.

7. Railway Changes. If Railway shall make any changes, alterations or additions to the line, grade, tracks, structures, roadbed, installations, right-of-way or works of Railway, or to the character, height or alignment of the Electronic Systems, at or near the Facilities, Licensee shall, upon thirty (30) days prior written notice from Railway and at its sole expense, make such changes in the location and character of the Facilities as, in the opinion of the chief engineering officer of Railway, shall be necessary or appropriate to accommodate any construction, improvements, alterations, changes or additions of Railway.

8. Assumption of Risk. Unless caused solely by the negligence or the willful misconduct of Railway, Licensee hereby assumes all risk of damage to the Facilities and Licensee's other property relating to its use and occupation of the Premises or business carried on the Premises and any defects to the Premises; and Licensee hereby indemnifies Railway, its officers, directors, agents and employees from and against any liability for such damage.

9. Entry Upon Premises. Licensee shall enter the Premises in any given instance only pursuant to an approved Application. Prior to commencement of any work to be performed on or about the Premises, Licensee shall notify the appropriate Division Engineer or their authorized representative for the scheduling of Support Services as determined pursuant to Section 4 above. Within seventy-two (72) hours after the Division Engineer's actual receipt of such notification, the Division Engineer shall review the necessity and availability of flagmen for the proposed work and advise Licensee of such matters and the estimated cost of Support Services. No work shall be permitted on or about the Premises without the presence of Railway's flagman or the Division Engineer's waiver of the requirement for flag protection. Entry on or about the Premises or any other Railway right-of-way without the Division Engineer's prior approval shall be deemed trespassing. Licensee agrees to pay Railway, within thirty (30) days after delivery of an invoice therefor, for the cost of Support Services provided by or on behalf of Railway.

10. Liens; Taxes. Licensee will not permit any mechanic's liens or other liens to be placed upon the Premises, and nothing in this Agreement shall be construed as constituting the consent or request of Railway, express or implied, to any person for the performance of any labor or the furnishing of any materials to the Premises, nor as giving Licensee any right, power or authority to contract for or permit the rendering of any services or the furnishing of any materials

that could give rise to any mechanic's liens or other liens against the Premises. In addition, Licensee shall be liable for all taxes, if any, levied or assessed against the Facilities and any other equipment or other property placed by Licensee within the Premises. In the event that any such lien shall attach to the Premises or Licensee shall fail to pay such taxes, then, in addition to any other right or remedy available to Railway, Railway may, but shall not be obligated to, discharge the same. Any amount paid by Railway for any of the aforesaid purposes, together with related court costs, attorneys' fees, fines and penalties, shall be paid by Licensee to Railway within thirty (30) days after Railway's demand therefor.

11. Indemnification. Licensee hereby agrees to indemnify and save harmless Railway, its officers, directors, agents and employees, from and against any and all liabilities, claims, losses, damages, expenses (including attorneys' fees) or costs for personal injuries (including death) and property damage to whomsoever or whatsoever occurring (hereinafter collectively, "Losses") that arise in any manner from (a) the presence of the Facilities on or about the Premises, (b) any Operations or any failure to conduct Operations properly, or (c) any act, omission or neglect of Licensee, its agents, servants, employees or contractors in connection therewith, unless caused solely by the negligence or willful misconduct of Railway.

12. Insurance.

(a) Insurance Requirements. Without limiting in any manner the liability and obligations assumed by Licensee under any other provision of this Agreement, and as additional protection to Railway, Licensee shall comply with the following provisions:

i. Subject to subsection (ii) below, upon execution of this Agreement, Licensee shall pay Railway a risk financing fee of \$1,900 (the "Risk Financing Fee") to provide Railroad Protective Liability Insurance or such supplemental insurance (which may be self-insurance) as Railway, in its sole discretion, deems to be necessary or appropriate with respect to the initial construction and installation of the Facilities.

ii. Prior to commencement of each Operations project that requires access to the Premises, unless Railway elects to make available and Licensee pays the then-current Risk Financing Fee for a given Operations project, Licensee shall furnish Railway with an original Railroad Protective Liability ("RPL") Insurance Policy naming Railway as the named insured and having a limit of (1) not less than a combined single limit of \$2,000,000 each occurrence and \$6,000,000 aggregate, or (2) if the value of a given operations project exceeds \$350,000, not less than a combined single limit of \$5,000,000 per occurrence and \$10,000,000 in the aggregate. Each RPL policy shall conform to CG 00 34 04 13 or equivalent and include coverage for Terrorism and the Physical Damage to Property Endorsement and shall name Norfolk Southern Corporation and its affiliates and subsidiaries as the insured. Licensee shall ensure that the project location, Licensee identification and work description appear on the declaration pages of a given RPL policy. Licensee shall provide an electronic copy of each RPL policy (and not merely the binder) to Railway at [ns.permitting@railpros.com](mailto:ns.permitting@railpros.com) for review and approval prior to commencing any work on the associated Operations project. Licensee may submit inquiries about RPL issues at [ns.permitting@railpros.com](mailto:ns.permitting@railpros.com).



iii. Licensee shall maintain a Commercial General Liability (“CGL”) policy containing products and completed operations and contractual liability coverage, with a combined single limit of not less than \$2,000,000 for each occurrence. Any portion of this requirement may be satisfied by a combination of General Liability and/or Excess/Umbrella Liability Coverage. The policy shall not deny any obligation of any insured under the Federal Employer’s Liability Act, as amended. The CGL policy shall provide additional insured coverage equivalent to ISO CG 20 10 11/85.

iv. Licensee shall maintain Automobile Liability Insurance with a current ISO occurrence form policy (or equivalent) and apply on an “any auto” (Symbol 1) basis, including coverage for all vehicles used in connection with the Work or Services on the leased property, providing annual limits of at least \$1,000,000 per occurrence for bodily injury and property damage combined including uninsured and underinsured motorist coverage, medical payment protection, and loading and unloading.

v. Licensee shall maintain Workers’ Compensation Insurance to meet fully the requirement of any compensation act, plan or legislative enactment applicable in connection with the death, disability or injury of Licensee’s officers, agents, servants or employees arising directly or indirectly out of the performance of this Agreement.

vi. Licensee shall maintain Employers’ Liability Insurance with limits of not less than \$1,000,000 each accident \$1,000,000 policy limit for disease, and \$1,000,000 each employee for disease;

(b) General Insurance Requirements. Each insurance policy referred to in subsection (a) above shall also comply with the following requirements:

i. Additional Insureds. Each insurance policy (excluding any RPL policy and Workers’ Compensation policy) shall name Railway and its parent, subsidiary and affiliated companies as additional insureds with an appropriate endorsement to each policy.

ii. Licensee’s Coverage Primary and Without Right to Contribution. All policies secured by Licensee, whether primary, excess, umbrella or otherwise, and providing coverage to the Railway as an additional insured(1)are intended to take priority in responding and to pay before any insurance policies Railway may have secured for itself must respond or pay and (2) may not seek contribution from any policies the Railway may have secured for itself.

iii. Severability of Interests (Cross Liability). No cross-liability exclusions are permitted that would apply to the additional insureds, and there may not be any restrictions in any policy that limits coverage for a claim brought by an additional insured against a named insured.

iv. Waiver of Subrogation. To the fullest extent permitted by law, all insurance furnished by Licensee pursuant to this Agreement shall include a waiver of subrogation in favor of Railway with an appropriate endorsement to each policy.

v. Notice of Cancellation, Modification or Termination. Each insurance policy shall not be subject to cancellation, termination, modification, changed, or non-renewed except upon thirty (30) days' prior written notice to the additional insureds.

vi. No Limitation. Each insurance policy shall not limit any of Licensee's indemnity obligations or other liabilities under this Agreement. The insurance available to Railway and its parent, subsidiary and affiliated companies as additional insureds shall not be limited by these requirements should Licensee maintain higher coverage limits.

vii. Any deductibles or self-insured retentions of Licensee over \$50,000 must be declared and approved by Railway. Approval of such requests shall not be unreasonably withheld.

viii. Licensee shall require all subcontractors who are not covered by the insurance carried by Licensee to maintain the insurance coverages set forth in subsection (a) above, except for the RPL insurance, including but not limited to additional insured status for Railway and its parent, subsidiary and affiliated companies.

ix. Licensee shall furnish their memorandum of insurance and the RPL Insurance Policy to Railway's Managing Agent prior to execution of this Agreement at [ns.permitting@railpros.com](mailto:ns.permitting@railpros.com). The insurance coverage required herein shall in no way limit Licensee's liability under this Agreement.

13. Environmental Matters. Licensee assumes all responsibility for any environmental obligations imposed under applicable laws, regulations, ordinances or other requirements of federal, state and local governmental authorities relating to (a) any Operations, including notification and reporting of any releases, and (b) any contamination of any property, water, air or groundwater arising or resulting, in whole or in part, from Licensee's operation or use of the Premises pursuant to this Agreement, but specifically excluding any pre-existing contamination or release, unless exacerbated by Licensee. In addition, Licensee shall obtain any necessary permits to conduct Operations. Licensee agrees to indemnify and hold harmless Railway from and against any and all fines, penalties, demands or other Losses (including attorneys' fees) incurred by Railway or claimed by any person, company or governmental entity relating to (a) any contamination of any property, water, air or groundwater due to the use or presence of the Facilities on the Premises, (b) Licensee's violation of any laws, regulations or other requirements of federal, state or local governmental authorities in connection with the use or presence of the Facilities on the Premises or (c) any violation of Licensee's obligations imposed under this Section. Without limitation, this indemnity provision shall extend to any cleanup and investigative costs relating to any contamination of the Premises arising or resulting from, in whole or in part, Licensee's use of the Facilities or any other activities by or on behalf of Licensee occurring on or about the Premises, but specifically excluding any pre-existing contamination or release, unless exacerbated by

Licensee. Licensee further agrees not to dispose of any trash, debris or wastes, including hazardous waste, on the Premises and will not conduct any activities on the Premises which would require a hazardous waste treatment, storage or disposal permit.

14. Assignments and Other Transfers.

(a) Licensee shall not assign, transfer, sell, mortgage, encumber, sublease or otherwise convey (whether voluntarily, involuntarily or by operation of law) this Agreement or any interest therein, nor license, mortgage, encumber or otherwise grant to any other person or entity (whether voluntarily, involuntarily or by operation of law) any right or privilege in or to the Premises (or any interest therein), in whole or in part, without the prior written consent of Railway, which consent may be withheld by Railway in its sole discretion. Any such assignment or other transfer made without Railway's prior written consent shall be null and void and, at Railway's option, shall constitute an immediate default of this Agreement. Notwithstanding the foregoing, upon prior written notice to Railway, Licensee may assign this Agreement to a parent, a wholly-owned subsidiary of Licensee, a wholly-owned subsidiary of Licensee's parent or a successor of Licensee that is responsible for providing potable water to the residents of Erie County New York without Railway's consent; provided, however, that no such assignment shall relieve Licensee of its obligations under this Agreement.

(b) Railway shall have the right to transfer and assign, in whole or in part, all its rights and obligations hereunder and in or to the Premises. From and after the effective date of any such assignment or transfer, Railway shall be released from any further obligations hereunder; and Licensee shall look solely to such successor-in-interest of Railway for the performance of the obligations of "Railway" hereunder.

15. Meaning of "Railway". The word "Railway" as used herein shall include any other company whose property at the aforesaid location may be leased or operated by Railway. Said term also shall include Railway's officers, directors, agents and employees, and any parent company, subsidiary or affiliate of Railway and their respective officers, directors, agents and employees.

16. Default; Remedies.

(a) The following events shall be deemed to be events of default by Licensee under this Agreement:

(i) Licensee shall fail to pay the Fee or any other sum of money due hereunder and such failure shall continue for a period of thirty (30) days after notice thereof;

(ii) Licensee shall fail to comply with any provision of this Agreement not requiring the payment of money, all of which terms, provisions and covenants shall be deemed material, and such failure shall continue for a period of thirty (30) days after written notice of such default is delivered to Licensee; provided however, if Licensee is, in the judgment of Railway, diligently pursuing a cure that is not capable of being cured within thirty (30) days, Railway shall reasonably extend time for compliance or cure.

(iii) Licensee shall become insolvent or unable to pay its debts as they become due, or Licensee notifies Railway that it anticipates either condition;

(iv) Licensee takes any action to, or notifies Railway that Licensee intends to file a petition under any section or chapter of the United States Bankruptcy Code, as amended from time to time, or under any similar law or statute of the United States or any State thereof; or a petition shall be filed against Licensee under any such statute; or

(v) A receiver or trustee shall be appointed for Licensee's license interest hereunder or for all or a substantial part of the assets of Licensee, and such receiver or trustee is not dismissed within sixty (60) days of the appointment.

(b) Upon the occurrence of any event or events of default by Licensee, whether enumerated in this Section or not, Railway shall have the option to pursue any remedies available to it at law or in equity. Railway's remedies shall include, but not be limited to, the following: (i) termination of this Agreement, in which event Licensee shall immediately surrender the Premises to Railway; (ii) entry into or upon the Premises to do whatever Licensee is obligated to do under the terms of this License, in which event Licensee shall reimburse Railway on demand for any expenses which Railway may incur in effecting compliance with Licensee's obligations under this License, but without rendering Railway liable for any damages resulting to Licensee or the Facilities from such action; and (iii) pursuit of all other remedies available to Railway at law or in equity, including, without limitation, injunctive relief of all varieties.

17. Railway Termination Right. Notwithstanding anything to the contrary in this Agreement, Railway shall have the right to terminate this Agreement and the rights granted hereunder, after delivering to Licensee written notice of such termination no less than sixty (60) days prior to the effective date thereof, upon the occurrence of any one or more of the following events:

(a) If Licensee shall fail to commence installation of the Facilities within one (1) year from the date of the Agreement, or if Licensee shall discontinue the use or operations of the Facilities for one (1) year; or

(b) If Railway shall be required by any governmental authority having jurisdiction over the Premises to remove, relocate, reconstruct or discontinue operation of its railroad on or about the Premises; or

(c) If Railway, in the good faith judgment of its Superintendent, shall require a change in the location or elevation of its railroad on or about the location of the Facilities or the Premises that might effectively prohibit the use or operation of the Facilities; or

(d) If Railway, in the good faith judgment of its Superintendent, determines that one or more aspects of Operations unduly interfere with the operation and maintenance of the facilities of Railway, or with the present or future use of such property by Railway, its lessees, affiliates,

successors or assigns, for their respective purposes; provided that Licensee shall be afforded an opportunity to modify the location of the Facilities prior to said termination at no cost to Railway.

18. Condemnation. If the Premises or any portion thereof shall be taken or condemned in whole or in part for public purposes, or sold in lieu of condemnation, then this Agreement and the rights granted to Licensee hereunder shall, at the sole option of Railway, forthwith cease and terminate. All compensation awarded for any taking (or sale proceeds in lieu thereof) shall be the property of Railway, and Licensee shall have no claim thereto, the same being hereby expressly waived by Licensee.

19. Removal of Facilities; Survival. The Facilities are and shall remain the personal property of Licensee. Upon the expiration or termination of this Agreement, Licensee shall commence removal of the Facilities from the Premises within thirty ninety (90) days after the effective date thereof. In performing such removal, unless otherwise directed by Railway, Licensee shall restore the Premises to substantially the same condition as existed prior to the installation or placement of Facilities, reasonable wear and tear excepted. In the event Licensee shall fail to remove the Facilities or restore the Premises, the Facilities shall be deemed to have been abandoned by Licensee, and the same shall become the property of Railway for Railway to use, remove, destroy or otherwise dispose of at its discretion and without responsibility for accounting to Licensee therefor; provided, however, in the event Railway elects to remove the Facilities, Railway, in addition to any other legal remedy it may have, shall have the right to recover from Licensee all costs incurred in connection with such removal and the restoration of the Premises. Notwithstanding anything to the contrary contained in this Agreement, the expiration or termination of this Agreement, whether by lapse of time or otherwise, shall not relieve Licensee from Licensee's obligations accruing prior to the expiration or termination date, and such obligations shall survive any such expiration or other termination of this Agreement.

20. Entire Agreement. This Agreement contains the entire agreement of Railway and Licensee and supersedes any prior understanding or agreement between Railway and Licensee respecting the subject matter hereof, and no representations, warranties, inducements, promises or agreements, oral or otherwise, between the parties not embodied in this Agreement shall be of any force or effect.

21. Attorneys' Fees. If Railway should bring any action under this Agreement or consult or place the Agreement or any amount payable by Licensee hereunder, with an attorney concerning or for the enforcement of any of Railway's rights hereunder, then Licensee agrees in each and any such case to pay to Railway all costs, including but not limited to court costs and attorneys' fees, incurred in connection therewith.

22. Severability. If any clause or provision of this Agreement is illegal, invalid or unenforceable under present or future laws effective during the Term, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby; and it is also the intention of the parties to this Agreement that in lieu of each clause or provision of this Agreement that is illegal, invalid or unenforceable, there be added as a part of this Agreement a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

23. Modifications; Waiver; Successors and Assigns. This Agreement may not be altered, changed or amended, except by instrument in writing signed by both parties hereto. No provision of this Agreement shall be deemed to have been waived by Railway unless such waiver shall be in a writing signed by Railway and addressed to Licensee, nor shall any custom or practice that may evolve between the parties in the administration of the terms hereof be construed to waive or lessen the right of Railway to insist upon the performance by Licensee in strict accordance with the terms hereof. The terms and conditions contained in this Agreement shall apply to, inure to the benefit of, and be binding upon the parties hereto, and upon their respective successors in interest and legal representatives, except as otherwise herein expressly provided. If there shall be more than one Licensee, the obligations hereunder imposed upon Licensee shall be joint and several.

24. Notice. Any and all other notices, demands or requests by or from Railway to Licensee, or Licensee to Railway, shall be in writing and shall be sent by (a) postage paid, certified mail, return receipt requested, or (b) a reputable national overnight courier service with receipt therefor, or (c) personal delivery, and addressed in each case as follows:

If to Railway:

c/o Norfolk Southern Corporation  
1200 Peachtree Street, NE - 12<sup>th</sup> Floor  
Atlanta, Georgia 30309-3504  
Attention: Director Real Estate

If to Licensee:

ERIE COUNTY WATER AUTHORITY  
295 Main Street, Room 350  
Buffalo, New York 14203  
Attention: Len Kowalski

Either party may, by notice in writing, direct that future notices or demands be sent to a different address. All notices hereunder shall be deemed given upon receipt (or, if rejected, upon rejection).

25. Miscellaneous. Time is of the essence with regard to each provision of this Agreement. This Agreement shall be construed and interpreted in accordance with and governed by the laws of the State in which the Premises are located. Each covenant of Railway and Licensee under this Agreement is independent of each other covenant under this Agreement. No default in performance of any covenant by a party shall excuse the other party from the performance of any other covenant. The provisions of this Agreement that, by their nature, are intended to survive the expiration or earlier termination of this Agreement, including Sections 8, 10, 11, 13 and 19, shall so survive.

26. Limitations of Grant. Licensee acknowledges that the license granted hereunder is a quitclaim grant, made without covenants, representations or warranties with respect to Railway's (a) right to make the grant, (b) title in the Premises, or (c) right to use or make available to others

the Premises for the purposes contemplated herein. Railway is the owner and/or holder of the Premises subject to the terms and limitations under which it is owned or held, including without limitation conditions, covenants, restrictions, easements (including any pre-existing fiber optic easements or licenses), encroachments, leases, licenses, permits, mortgages, indentures, reversionary interests, fee interests, zoning restrictions and other burdens and limitations, of record and not of record, and to rights of tenants and licensees in possession, and Licensee agrees that the rights licensed hereunder are subject and subordinate to each and all of the foregoing. Licensee accepts this grant knowing that others may claim that Railway has no right to make it, and Licensee agrees to release, hold harmless and indemnify (and, at Railway's election, defend, at Licensee's sole expense, with counsel approved by Railway) Railway, its affiliated companies, and its and their respective officers, directors, agents and employees, from and against any detriments to, or liabilities of, any type or nature arising from such claims, including punitive damages and any forfeitures declared or occurring as a result of this grant.

27. Limitations Upon Damages. Notwithstanding any other provision of this Agreement, Railway shall not be liable for breach of this Agreement or under this Agreement for any consequential, incidental, exemplary, punitive, special, business damages or lost profits, as well as any claims for death, personal injury, and property loss and damage which occurs by reason of, or arises out of, or is incidental to the interruption in or usage of the Facilities placed upon or about the Premises by Licensee, including without limitation any damages under such claims that might be considered consequential, incidental, exemplary, punitive, special, business damages or lost profits. It is understood and agreed by Licensee that Railway cannot and will not make any warranties, representations or guarantees that Licensee's communication system (if any), as located on Railway's property, will not be interrupted.

[Remainder of page intentionally left blank]

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement in duplicate, each part being an original, as of the date first above written.

Witness:

**NORFOLK SOUTHERN RAILWAY  
COMPANY**

\_\_\_\_\_  
As to Railway

By: \_\_\_\_\_  
Real Estate Manager

Witness:

**ERIE COUNTY WATER AUTHORITY**

\_\_\_\_\_  
As to Licensee

By: \_\_\_\_\_

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

Activity Number: 1293239  
RJR:10/04/2021





ERIECOU-03

TLANZA

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/10/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> License # 1009544 <b>Lawley, LLC</b> 361 Delaware Avenue Buffalo, NY 14202	<b>CONTACT NAME:</b> Tania Lanza <b>PHONE (A/C, No, Ext):</b> (716) 849-1546 1546 <b>FAX (A/C, No):</b> (716) 849-8291 <b>E-MAIL ADDRESS:</b> tlanza@lawleyinsurance.com	
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A :</b> Philadelphia Indemnity Ins Co <b>INSURER B :</b> <b>INSURER C :</b> <b>INSURER D :</b> <b>INSURER E :</b> <b>INSURER F :</b>	
<b>INSURED</b>  <b>Erie County Water Authority</b> 295 Main St Suite #350 Buffalo, NY 14203-2494		<b>NAIC #</b> 18058

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

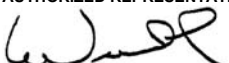
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	PHPK2294180	7/1/2021	7/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	PHPK2294180	7/1/2021	7/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			PHUB774740	7/1/2021	7/1/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Norfolk Southern Railway Company and its parent, subsidiary and affiliated companies are named as an additional insured on a primary and non-contributory basis including products and completed operations as required by written contract with regards to general liability, and are named an additional insured on a primary and non-contributory basis as required by written contract with regards to automobile liability.  
 Waiver of subrogation applies as required by written contract with regards to general liability, and automobile liability. 30 day notice of cancellation/10 days for non-payment of premium applies with regards to general liability, automobile liability and umbrella liability  
 Excess follows form

## CERTIFICATE HOLDER

## CANCELLATION

<b>Norfolk Southern Railway Company</b> 3 Commercial Place Norfolk, VA 23510	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	---

## CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

\*\*\*\*\* 166000337  
LAWLEY LLC  
361 DELAWARE AVE STE 200  
BUFFALO NY 14202



SCAN TO VALIDATE  
AND SUBSCRIBE

POLICYHOLDER ERIE COUNTY WATER AUTHORITY 295 MAIN STREET, ROOM 350 BUFFALO NY 142032494		CERTIFICATE HOLDER NORFOLK SOUTHERN RAILWAY CO 3 COMMERCIAL PLACE NORFOLK VA 23510	
POLICY NUMBER B2009 327-4	CERTIFICATE NUMBER 237040	POLICY PERIOD 07/01/2021 TO 07/01/2022	DATE 12/10/2021

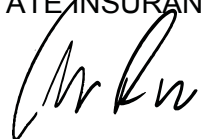
THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 2009 327-4, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF 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: 993555526

**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.

POLICY NUMBER:

COMMERCIAL AUTO  
CA 20 70 10 13

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

## **COVERAGE FOR CERTAIN OPERATIONS IN CONNECTION WITH RAILROADS**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIERS COVERAGE FORM

With respect to coverage provided under this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:** Erie County Water Authority

**Endorsement Effective Date:** 10/20/2021

### **SCHEDULE**

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

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

With respect to the use of a covered "auto" in operations for or affecting a railroad designated in the Schedule at a Designated Job Site, the two exceptions contained in the definition of "insured contract" relating to construction or demolition operations performed within 50 feet of a railroad do not apply.



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.

CSX TRANSPORTATION, INC.

12" WATERMAIN TO BE  
FILLED WITH FLOWABLE  
FILL WITHIN THE  
NATIONAL GRID AND  
RAILROAD  
RIGHTS-OF-WAY AND  
ABANDONED IN PLACE

2" BLOWOFF  
STA 10+16

INSTALL 12"x6" TEMPORARY  
TAPPING SLEEVE AND VALVE TO BE  
USED AS A SOURCE OF WATER  
FOR TESTING AND DISINFECTION

12" BUTTERFLY VALVE  
STA 10+25

6" SAMPLE POINT  
STA 10+23

12"-45" BEND  
STA 10+19

REMOVE EXISTING VALVE  
(VALVE IS CLOSED)

INTERCONNECTION No. 14  
(SEE THIS SHEET)

#### NOTES:

- CONTRACTOR IS LIMITED TO THE NATIONAL GRID PROPERTY DURING CONSTRUCTION. 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.
- ALL WATERMAIN PIPING WITHIN THE NATIONAL GRID RIGHT-OF-WAY SHALL BE INSTALLED WITH A DOUBLE LAYER OF POLYETHYLENE ENCASEMENT.

#### NSRR NOTES:

- CONTRACTOR SHALL INCLUDE IN PRICE OF THE WORK-COMPLIANCE WITH ALL REQUIREMENTS OF NATIONAL GRID, NSRR, & ECTDA (BSRR).
- CONTRACTOR SHALL COMPLY WITH PREPARING AND GAINING SHOP DRAWING SUBMITTAL APPROVALS FROM ALL AFFECTED AGENCIES INCLUDING NSRR:  
a. TRACK AND GROUND MONITORING PLAN  
b. CONTINGENCY PLAN



## KIRBY AVENUE

(40' WIDE)

NOTE:  
THE RAILROAD CROSSING IS  
0.12 MILES NORTH OF  
BUFFALO SOUTHERN  
MILEPOST 5.86 AT SMOKES  
CREEK NORTH BRANCH.

## INTERCONNECTION No. 14

NATIONAL GRID RIGHT-OF-WAY  
NOT TO SCALE

## INTERCONNECTION No. 16

CENTER STREET AT KIRBY AVENUE  
NOT TO SCALE

## INTERCONNECTION No. 16

(SEE THIS SHEET)

## INTERCONNECTION No. 15

(SEE THIS SHEET)

## WARSAW STREET

(50' WIDE)

## CENTER STREET

(40' WIDE)



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

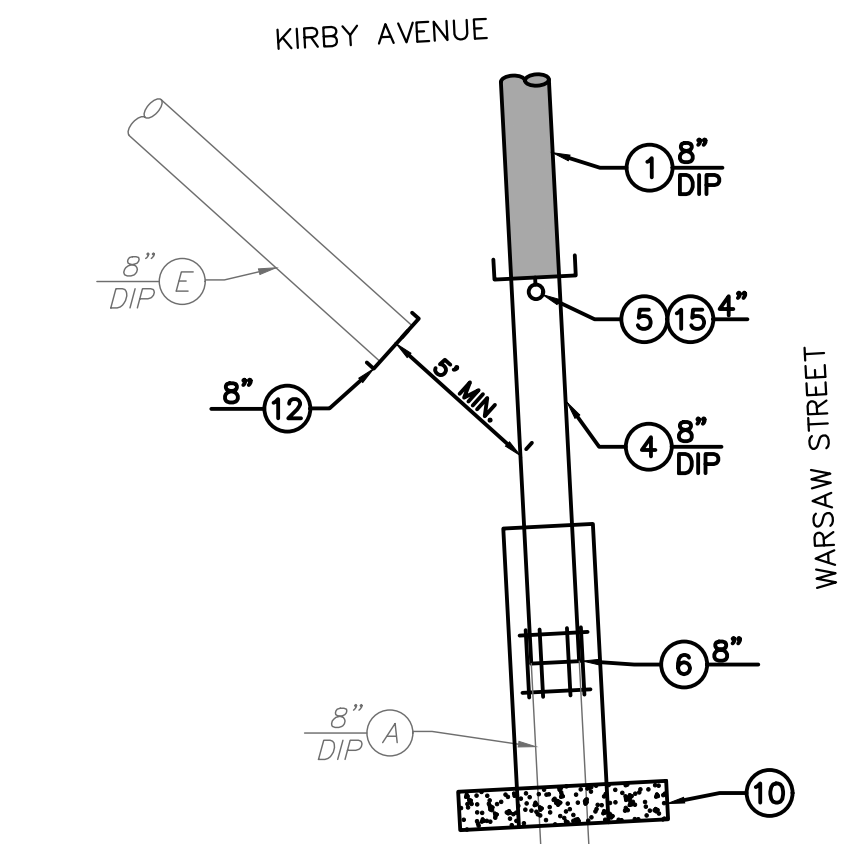
ITEMS TO BE INCLUDED  
IN PRESSURE TEST

#### NOTE:

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

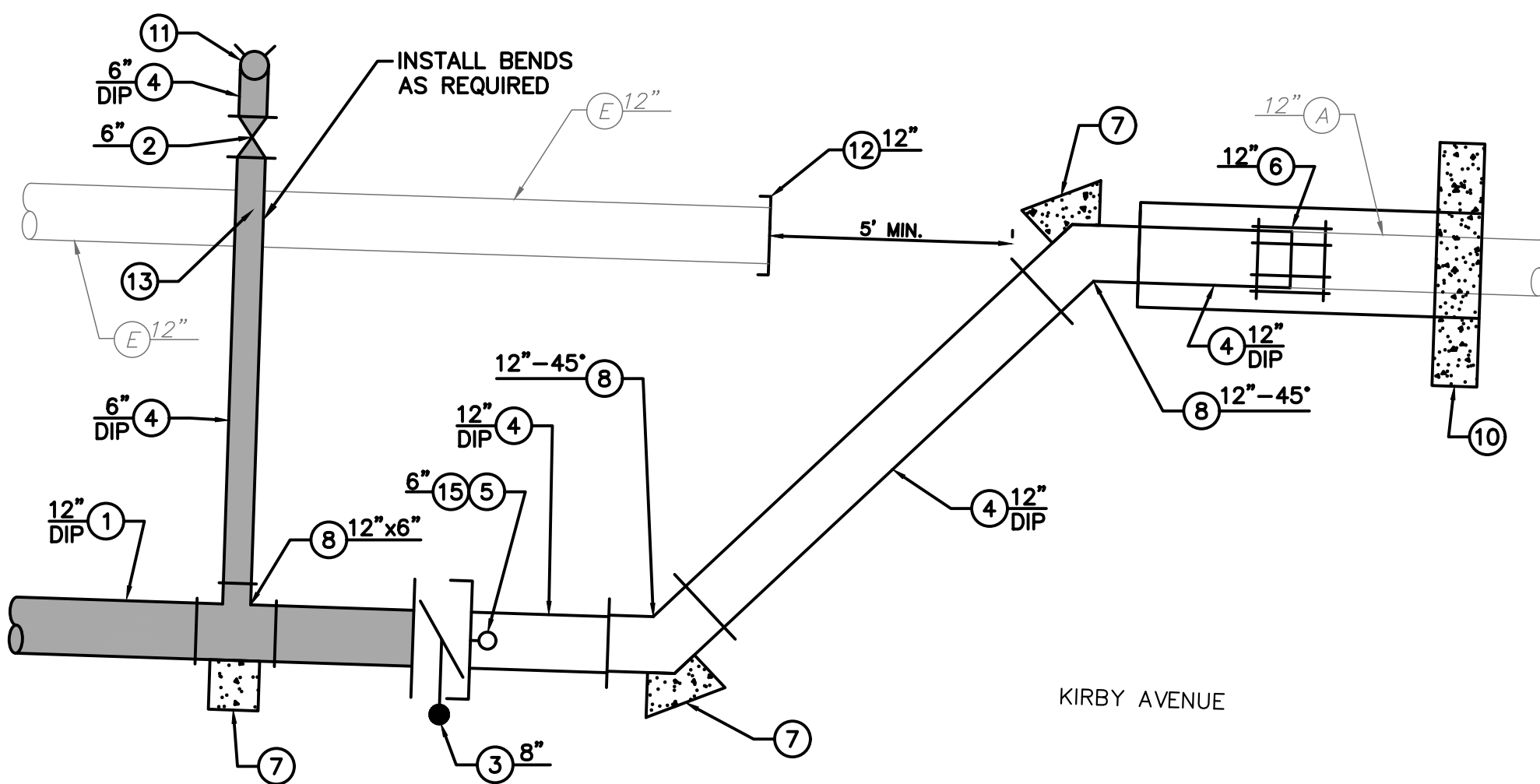
## INTERCONNECTION No. 15

WARSAW STREET AT KIRBY AVENUE  
NOT TO SCALE



## INTERCONNECTION No. 17

KIRBY AVENUE AT CENTER STREET  
NOT TO SCALE



**EXHIBIT A**  
NORFOLK SOUTHERN RAILWAY COMPANY  
Accompanying Agreement With  
ERIE COUNTY WATER AUTHORITY  
Activity No.: 1293239, E.S.: 220+64  
Division: Keystone, Mile Post: BX-5.67  
Val Sec: 1 Map No. 5  
City: Lackawanna County, Erie, State: NY  
Lat: 42.817, Long: -78.833

All work to be performed in accordance  
with the latest approved Norfolk Southern  
NSCE-4 and NSCE-4 Specifications  
**BLASTING NOT PERMITTED**

DRAWING REVISIONS	
ITEM	DATE
1	05/10/2021 NSRR UPDATES

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

WARNING:  
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WM. SCHUTT & ASSOCIATES P.C.



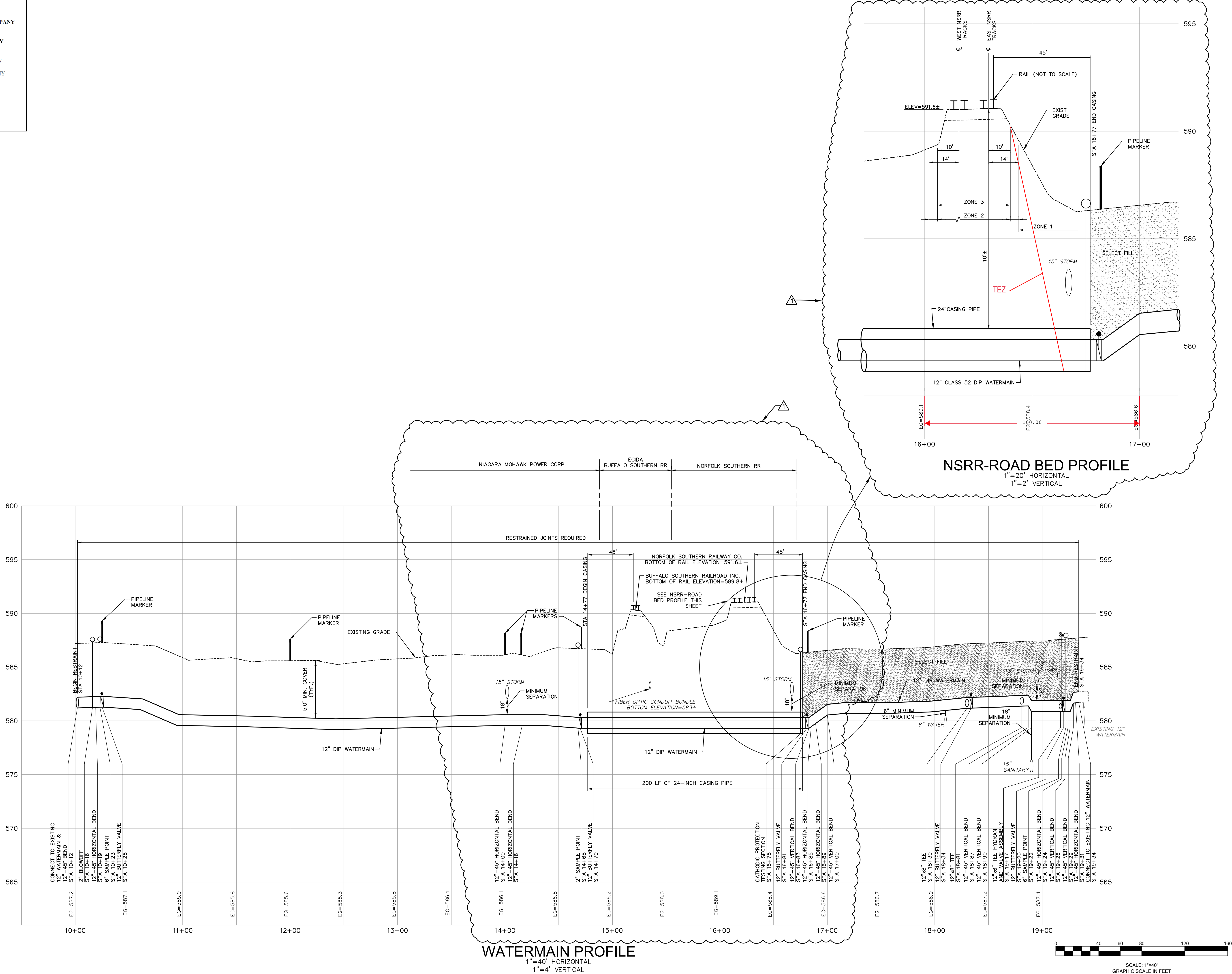
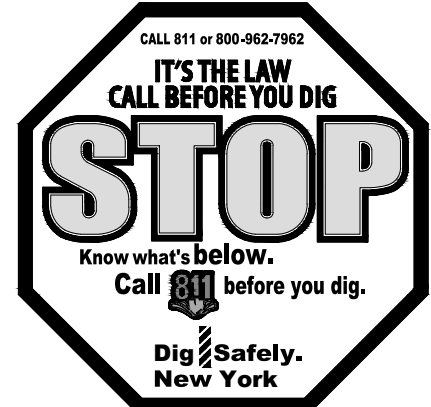
**WM SCHUTT  
ASSOCIATES**  
37 CENTRAL AVE.  
LANCASTER, NY 14086-2143  
PH. 716-683-5961  
FAX 716-683-0169  
WWW.WMSCHUTT.COM

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

THIS SHEET ISSUED APRIL 12, 2021  
**C11**  
DRAWING SCALE: 1" = 30'  
WSA PROJECT NO. 20012



**EXHIBIT B**  
NORFOLK SOUTHERN RAILWAY COMPANY  
*Accompanying Agreement With*  
**ERIE COUNTY WATER AUTHORITY**  
Activity No.: 1293239, E.S.: 220+64  
Division: Keystone, Mile Post: BX-5.67  
Val Sec: 1 Map No. 5  
City: Lackawanna County: Erie, State: NY  
Lat: 42.817, Long: -78.833  
  
All work to be performed in accordance with the latest approved Norfolk Southern NSCE-4 and NSCE-8 Specifications  
**BLASTING NOT PERMITTED**



DRAWING REVISIONS		
ITEM	DATE	DESCRIPTION
1	05/10/2021	NSRR UPDATES

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

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**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 PROFILE**

THIS SHEET ISSUED APRIL 12, 2021

**C12**

DRAWING SCALE: AS NOTED

WSA PROJECT NO. 20012