ERIE COUNTY WATER AUTHORITY

INTEROFFICE MEMORANDUM

January 3rd 2025

To: Terrence D. McCracken, Secretary to the Authority

From: Dave Aubertine, Director IT & Cybersecurity DWA

Subject: Spectrum Internet Services Contract

The Authority has a need for increased security at remote sites. ECWA is planning on adding 3 to 4 new sites per year. For security cameras to be installed, additional internet connectivity will need to be provisioned at the 3 sites selected for installation this year:

- Veteran's Park Station and Tank 777 Niagara St, Tonawanda NY 14150
- Broadway Station & Tank 6224 Broadway St, Lancaster NY 14086
- East Aurora Tank 4115 Transit Rd, Orchard Park NY 14127

The bandwidth requirements for these sites will be the same as other sites with similar requirements under current contract (\$1,150.00 MRC per site - \$575.00 for each end of the connection) bringing the total MRC on the new contract to \$3,450.00. There are additional one-time construction fees related to the installation of the new service at the remote locations however Spectrum has advised that if the new service contract is signed for a 3-year duration, the construction costs will be waived in full. The pricing is governed by and subject to the terms and conditions of the New York State Office of General Services Telecommunications Connectivity Services Contract No. PS68706, as amended (the "NYS OGS TCS Contract"). The budget line is Unit 8525, line 23 (O&M)

The contract information is included for your consideration, and we request execution. Please feel free to contact Dave Aubertine with any questions.

Budget Information:

Unit: 8525 O&M Item 23 Telephone

DWA:

cc:

C. Eaton

J. Tomaka

L Kowalski

L.Lester,

T. McCraken

M. Carney

ERIE COUNTY WATER AUTHORITY AUTHORIZATION FORM

For Approval/Execution of Documents (check which apply)

Contract: Spectrum Data Services Project No.: N/A Project Description: New Point-to-point circuits from Spectrum to support c camera at 3 additional ECWA locations	onnectivity for security
Item Description: X Agreement Professional Service Contract Amendment BCD NYSDOT Agreement X Contract Docume Recommendation for Award of Contract Recommendation Request for Proposals Other	
Action Requested: X Board Authorization to Execute Legal Approval Board Authorization to Award X Execution by the Chamber Board Authorization to Advertise for Bids Execution by the Second Board Authorization to Solicit Request for Proposals Other	airman cretary to the Authority
Approvals Needed: APPROVED AS TO CONTENT: X Other (if Applicable) X Chief Operating Officer X Executive Engineer X Director of Administration X Risk Manager X Chief Financial Officer X Legal APPROVED FOR BOARD RESOLUTION: X Secretary to the Authority	Date: 1/3/25 Date: 01/03/2025 Date: 1/14/2025 Date: 01/14/2025 Date: 1/6/2025 Date: 01/14/2025 Date: 1/03/2025 Date: 1/03/2025
Remarks: Installation of 3 new 200mb EPL circuits at NYS Contract procured to the circuit, 3 circuits for a monthly total of \$3,450.00) Pending in	rice (\$1,150.00 per surance/MJM

Item No:

Resolution Date:

1/24/25



Spectrum Enterprise

Ethernet Service Level Agreement

This Service Level Agreement ("SLA") for fiber-based Spectrum Enterprise ("Spectrum") Ethernet Service and Spectrum Cloud Connect Service (individually the "Service" and collectively the "Services") is a part of, and hereby incorporated by reference into the Spectrum Enterprise Service Agreement (including the terms and conditions, attachments, and Service Orders described therein, the "Service Agreement"). To the extent any provision of this SLA conflicts with the Service Agreement, this SLA shall control. Performance tier goals for the Services ("SLA Targets") are set forth in the tables below. Capitalized words used but not defined herein shall have the meanings assigned to them in the Service Agreement.

I. Priority Classifications and Definitions

may apply. Subject to change without notice.

Priority classifications for Service Disruptions and Service Degradations are described as follows:

Priority	Criteria
Priority 1	 Service Disruption resulting in a total loss of Service; or Service Degradation to the point where Customer is unable to use the Service Each a "Priority 1 Outage"
Priority 2	Service Degradation where Customer is able to use the Service
Priority 3	 A service issue that does not impact the Service; or A single non-circuit specific quality of Service inquiry

As used in this SLA, the following terms have the meanings assigned below:

"Service Disruption" is defined as an outage, disruption, or degradation, other than an Excluded Disruption, that interferes with the ability of a Spectrum network to transmit and receive network traffic between Customer's Service Locations. The Service Disruption period begins on the earlier of (i) when Spectrum opens a trouble ticket in connection with a Service Disruption that Spectrum detects and verifies, or (ii) when Customer reports a Service Disruption by contacting Enterprise Technical Support, and Spectrum validates that the Service is affected and creates a corresponding trouble ticket. The Service Disruption ends when the affected Service has been restored.

"Service Degradation" means a degradation of the Service, such as failure of the Service to achieve the SLA Targets for Latency/Frame Delay, Jitter/Frame Delay Variation, or Packet Delivery.

"Excluded Disruptions" means (i) planned outages, (ii) routine or urgent maintenance, (iii) time when Spectrum is unable to gain access to Customer's Service Location to troubleshoot, repair or replace equipment or the Service, (iv) service problems resulting from acts or omissions of Customer or Customer's representatives or agents, (v) Customer equipment failures, (vi) Service issues for Cloud Connect Service beyond the Peering Point (vi) Customer does not release the Service for testing, and (viii) Force Majeure Events.



II. SLA Targets for Ethernet and Cloud Connect Services

Spectrum Ethernet Services and Cloud Connect Peering Point SLA Targets 1					
Performance Tier Metro 0 - 155 miles³ Regional > 155 - 746 miles³ National² > 746 miles³					
Service Availability	100%	100%	100%		
MTTR	4 hrs.	4 hrs.	4 hrs.		
Latency	<u><</u> 10ms	<u><</u> 25ms	<u><</u> 60ms		
Packet Delivery	≥ 99.99%	≥ 99.99%	≥ 99.99%		
Jitter	<u><</u> 1ms	<u><</u> 4ms	<u><</u> 8ms		

¹ Measured as described below.

Ethernet Service SLA Targets are measured end to end (i.e. from any two applicable Customer edge devices or network interface devices ("NID") at the Service Location) at the individual circuit or Service level, and any applicable credits are issued only for the affected circuit or Service (the "Affected Service").

The Cloud Connect Service SLA Target for Service Availability is measured between Spectrum's NID located at Customer's Service Location and the point of physical handoff of the Service to the cloud service provider's cloud peering point ("Peering Point").

III. SLA Calculations

1. Service Availability

"Service Availability" is calculated as the total number of minutes in a calendar month, less the number of minutes in the calendar month that the Service is unavailable due to a Priority 1 Outage ("Downtime"), with such difference divided by the total number of minutes in the calendar month, and expressed as a percentage.

Service Availability per calendar month is calculated as follows:

Service Availability =	Total number of minutes in the calendar month – Downtime	- X	100
Corvide Availability =	Total number of minutes in a calendar month	^	100

2. Mean Time to Restore (MTTR)

The MTTR SLA Target is applicable to Priority 1 Outages and is measured each calendar month as the average time for Spectrum to restore Priority 1 Outages, calculated as the cumulative length of time it takes Spectrum to restore a Service following a Priority 1 Outage divided by the corresponding number of trouble tickets for Priority 1 Outages opened during the respective calendar month for the Service.

MTTR per calendar month is calculated as follows:

Mean Time	Cumulative length of time to restore Priority 1 Outage(s) per Service in the calendar month
to Restore =	Total number of Priority 1 Outage trouble tickets per Service in the calendar month

3. Latency/Frame Delay

Latency or Frame Delay is the average roundtrip network delay, measured every five (5) minutes during a calendar month (except during an Excluded Disruption), to adequately determine a consistent average monthly performance level for frame delay for each Service. The roundtrip delay is expressed in milliseconds (ms).

² Notwithstanding the table above, for Ethernet Service Locations that require use of a third party service provider to deliver the Services, the SLA Targets shall be those reflected in the National column regardless of fiber route distance.

³ Refers to the length of the actual fiber route.



Latency/Frame Delay is calculated as follows:

Latency or Frame
Delay Average (ms) =

Sum of the roundtrip delay measurements for a Service in the calendar month

Total number of measurements for a Service in the calendar month

4. Packet Delivery

Packet Delivery is defined as the percentage of frames that are successfully received compared to the total frames that are sent in a calendar month (except during an Excluded Disruption). The percentage calculation is based on frames that are transmitted from a network origination point and received at a network destination point.

Packet Delivery is calculated as follows:

Packet Delivery (%) = Number of frames delivered in the calendar month

Total frames sent in the calendar month

X 100

5. Jitter/Frame Delay Variation

Jitter or Frame Delay Variation is defined as the variation in delay for two consecutive frames that are transmitted (one way) from a network origination point and received at a network destination point. Spectrum measures a sample set of frames every five (5) minutes during a calendar month (except during an Excluded Disruption), and determines the average delay between consecutive frames within each sample set. The monthly Jitter/Frame Delay Variation is calculated as the average of all of the frame delay variation measurements during such calendar month and is expressed in milliseconds (ms).

Jitter or Frame Delay Variation is calculated as follows:

Jitter or Frame
Delay Variation
Average (ms) =

Sum of the Frame Delay Variation measurements for a Service in the calendar month
Total number of measurements for a Service in the calendar month

IV. Remedies

1. Service Credits

If a Service fails to satisfy the SLA Targets during any calendar month and Customer is in compliance with the terms of the Service Agreement and this SLA, then Customer may request credit equal to the corresponding percentage of the monthly recurring charges ("MRC") for the Affected Service as set forth in the tables below. Any credit to be applied will be offset against any amounts due from Customer to Spectrum in the billing cycle following the date Spectrum makes its credit determination. Credit requests must be submitted to Spectrum within thirty (30) days of the calendar month in which the SLA Target was missed. Spectrum will exercise commercially reasonable efforts to respond to such credit requests within 30 days of receipt thereof.

Service Availability Credits			
Do	owntime	Credit	
> 0	< 1 hour	10% of MRC	
<u>></u> 1 hour	< 2 hours	20% of MRC	
≥ 2 hours	< 4 hours	30% of MRC	
<u>></u> 4 hours	< 8 hours	40% of MRC	
≥ 8 hours	< 12 hours	50% of MRC	
≥ 12 hours	< 16 hours	80% of MRC	
≥ 16 hours		100%	



Mean Time To Restore ("MTTR") Credits		Latency/Frame Delay (Roundtrip) Credit	Jitter/Frame Delay Variation Credit	Packet Delivery Credit	
MTTR > 4 hours < 8 hours	40% of MRC	50% of MRC	50% of MRC	50% of MRC	
MTTR > 8 hours	50% of MRC	50% OF WIRC	50% OF WIRC	50% OF MRC	

All SLA Targets are monthly measurements, and Customer may request only one credit per SLA Target per month for the Affected Service. Should one event impact more than one SLA hereunder, Customer shall receive the single highest of the qualifying credits only. Service Credits hereunder shall not be cumulative per Service. The aggregate credit amount due to Customer in any month will not exceed 100% of the MRC for the Affected Service. Except as set forth below, the credits described in this SLA shall constitute Customer's sole and exclusive remedy, and Spectrum's sole and exclusive liability, with respect to any missed SLA Targets.

2. Chronic Priority 1 Outages

If Customer experiences and reports three (3) separate Priority 1 Outages where the Downtime exceeds four (4) hours during each Priority 1 Outage within three (3) consecutive calendar months, then Customer may terminate the Affected Service without charge or liability by providing at least thirty (30) days written notice to Spectrum; provided, however, that (i) Customer may only terminate the Affected Service; (ii) Customer must exercise its right to terminate the Affected Service by providing written notice to Spectrum within thirty (30) days after the event giving rise to Customer's termination right; (iii) Customer shall have paid Spectrum all amounts due at the time of such termination for all Services provided by Spectrum pursuant to the Service Agreement, and (iv) the foregoing termination right provides the sole and exclusive remedy of Customer and the sole and exclusive liability of Spectrum for chronic Priority 1 Outages and Customer shall not be eligible for any additional credits.

V. Network Maintenance

Maintenance Notice:

Customer understands that from time to time Spectrum will perform network maintenance for network improvements and preventive maintenance. In some cases Spectrum will need to perform urgent network maintenance, which will usually be conducted within the routine maintenance windows. Spectrum will use reasonable efforts to provide advance notice of the approximate time, duration, and reason for any urgent maintenance outside of the routine maintenance windows.

Maintenance Windows:

Routine maintenance may be performed Monday – Friday 12 a.m. – 6 a.m. local time.



Commercial Property Ownership Verification

Thank you for your request for service from Spectrum Enterprise.

To assist in the timely delivery of your contracted services, Spectrum will need the contact information for the Property Owner/Manager of the building in which your business resides. We are requesting that this Form be returned *even if you own the real estate* at your location.

If you **do not** own the property, we ask that you provide us the Property Owner/Manager's contact information. We also ask that you notify the Property Owner/Manager that you have requested Spectrum services and that we will contact them to gain permission to install your services.

THIS IS NOT AN APPROVAL TO INSTALL SERVICES BUT ONLY A REQUEST FOR CONTACT INFORMATION TO REACH THE PROPERTY OWNER/MANAGER. We will be contacting the Property Owner/Manager to obtain a Right of Entry Agreement to permit us to enter upon the property (if necessary) to install your services.

Customer Name
Property address
City; State; Zip
Do you own this property Yes No No
Property Owner/Manager Company Name
Property Owner/Manager Name and Title
Property Manager Phone #
Property Manager Email
Date



Ethernet Intrastate-Only Traffic Certification

Customer Name (Legal Entity):	NYS TCS - Erie (County Wat	er Authority	
Billing Address:	*****0337			
	3030 Union Rd.			
	Cheektowaga	NY	14227	
Charter Communications Operating, LLC presumes that more than 10% of the traffover any circuit will be interstate in naturegulation each such circuit must be treat 10% or less of the traffic to be carried of certification form below to identify the roof your traffic associated with such circuit interstate. Also, please note that you must material change in the actual or expect to provide this certification in accordance right to again presume that more than 10 calculate the fees applicable to that usage	fic carried on the Ware, and that therefore ted as jurisdictional over any circuit will relevant circuit(s) and this provide this centred jurisdictional over the with procedures so the with procedures so the accordingly. CERTIFICAT	AN/Etherner by Federally interstate be interstated specify the nat all Internetification and ature of your pecified by Stried over each	t services that we produce to the circuit is interstate.	ovide to you ommission expect that implete the inal allocation resumptively in the expect that you fail reserves the in nature and
I certify that the traffic carried by Spectr the attached Service Order is jurisdicti traffic.	-			
u ainc.				
(Authorized Customer Signature)			(Date Signed)	
(Printed Name)			(Title)	
Authorized Customer Contact Inforn	nation:			
Phone: (716) 685-8210	En	nail:	daubertine@ecwa.or	rg



SPECTRUM ENTERPRISE SERVICE AGREEMENT

The customer identified below ("<u>Customer</u>") hereby acknowledges and agrees to the Commercial Terms of Service available at https://enterprise.spectrum.com/legal/terms-and-conditions.html (or subsequent URL) ("<u>Terms of Service</u>"),which is incorporated herein by reference, with respect to any service order(s) placed by Customer and accepted by Spectrum hereafter (each, a "<u>Service Order</u>"), which together with this document constitute the "<u>Service Agreement</u>" by and between the Customer and Charter Communications Operating, LLC on behalf of those operating subsidiaries providing the service(s) hereunder ("<u>Spectrum</u>").

Spectrum Sales Support Contact Information
Spectrum Account Executive: John Taylor

Office: 7165588031 Mobile: 7168670101				
Email: cory.lewis@chart	er.com			
Customer Information				
Customer Name (Exact Legal N NYS TCS - Erie County Water A				
Street Address: 3030 Union Rd.	Suite:	City: Cheektowaga	State: NY	Zip: 14227
Customer's Main Tel. No.: (716) 849-8484				•
Customer Contact Name: Dave Aubertine	E-mail: daubertine@ecw	a.org	Tel No: (716) 685-82	210
Billing Address: 3030 Union Rd.	Suite:	City: Cheektowaga	State: NY	Zip: 14227
Billing Contact Name:	E-mail:	•	Tel No:	
	•		•	
Agreement				
BY EXECUTING THIS SERVIC AND AGREES TO BE BOUND I PROVIDES THAT THE PARTIE TO THE SERVICE AGREEME GIVING UP VARIOUS RIGHTS,	BY THE TERMS OF SEF S DESIRE TO RESOLV NT THROUGH ARBITR	RVICE, INCLUDING THE AR E ANY CONTROVERSY OR ATION; AND (2) BY AGRE	BITRATION SEC CLAIM ARISING EING TO ARBITI	TION THEREOF, WHIC OUT OF OR RELATIN RATION, CUSTOMER I
Authorized Signature	for Customer			
Customer: NYS TCS - Erie Co				
Ву:				

Name: Title: Date:



Contact: John Taylor Telephone: 7165588031

Spectrum Enterprise Contact Information

SERVICE AGREEMENT (SA)

Pursuant to NYS OGS TCS Contract PS68706

THIS SERVICE AGREEMENT ("Service Agreement"), is executed upon the date of the last signature set forth in the signature block below and is by and between **Time Warner Cable Northeast**, **LLC d/b/a Spectrum**, on behalf of those operating subsidiaries providing the Service(s) hereunder ("Spectrum") and Customer (as shown below) and is governed by and subject to the terms and conditions of **the New York State Office of General Services Telecommunications Connectivity Services Contract No. PS68706, as amended (the "NYS OGS TCS Contract"). Except as specifically modified herein, all other terms and conditions of the NYS OGS TCS Contract shall remain unamended and in full force and effect. The effective date ("Effective Date") is the date Customer receives a completion notice from Spectrum.**

Email: John.taylor@charter.com			
Customer Information			
Customer Name NYS TCS - Erie County Water Authority			Order # 14534971
Address 3030 Union Rd. Cheektowaga NY 14227			
Telephone (716) 685-8210		Email: daubertir	ine@ecwa.org
Contact Name	Telephone		Email:
Dave Aubertine	(716) 685-8210		daubertine@ecwa.org
Billing Address 3030 Union Rd. Cheektowaga NY 14227			
Billing Contact Name	Telephone		Email:

NEW AND REVISED SERVICES AT 1201 SWEET HOME RD , AMHERST NY 14228						
Service Description	Order Term	Quantity	Monthly Recurring Charge(s)	Total Monthly Recurring Charge(s)		
EPL 200Mbps	36 Months	3	\$575.00	\$1,725.00		
Hub - ELINE Master	36 Months	3	\$0.00	\$0.00		
TOTAL*						



NEW AND REVISED SERVICES AT 777 Niagara St , Tonawanda NY 14150					
Service Description	Order Term	Quantity	Monthly Recurring Charge(s)	Total Monthly Recurring Charge(s)	
EPL 200Mbps	36 Months	1	\$575.00	\$575.00	
Spoke	36 Months	1	\$0.00	\$0.00	
TOTAL*				\$575.00	

NEW AND REVISED SERVICES AT 6224 Broadway St , Lancaster NY 14086					
Service Description	Order Term	Quantity	Monthly Recurring Charge(s)	Total Monthly Recurring Charge(s)	
EPL 200Mbps	36 Months	1	\$575.00	\$575.00	
Spoke	36 Months	1	\$0.00	\$0.00	
<u>TOTAL*</u>				\$575.00	

NEW AND REVISED SERVICES AT 4115 Transit Rd , Orchard Park NY 14127					
Service Description	Order Term	Quantity	Monthly Recurring Charge(s)	Total Monthly Recurring Charge(s)	
EPL 200Mbps	36 Months	1	\$575.00	\$575.00	
Spoke	36 Months	1	\$0.00	\$0.00	
TOTAL*				\$575.00	

ONE TIME CHARGE(S) AT 1201 SWEET HOME RD , AMHERST NY 14228					
Service Description	Quantity	One Time Charge(s)	Total One Time Charge(s)		
Ethernet Fiber Install	3	\$0.00	\$0.00		
TOTAL*			\$0.00		

ONE TIME CHARGE(S) AT 777 Niagara St , Tonawanda NY 14150					
Service Description	Quantity	One Time Charge(s)	Total One Time Charge(s)		
Ethernet Fiber Install	1	\$0.00	\$0.00		
TOTAL*			\$0.00		

ONE TIME CHARGE(S) AT 6224 Broadway St , Lancaster NY 14086					
Service Description	Quantity	One Time Charge(s)	Total One Time Charge(s)		
Ethernet Fiber Install	1	\$0.00	\$0.00		
TOTAL*			\$0.00		



ONE TIME CHARGE(S) AT 4115 Transit Rd , Orchard Park NY 14127				
Service Description	Quantity	One Time Charge(s)	Total One Time Charge(s)	
Ethernet Fiber Install	1	\$0.00	\$0.00	
TOTAL*			\$0.00	





- 1. TOTAL CHARGE(S). TOTAL MONTHLY RECURRING CHARGES AND TOTAL ONE-TIME CHARGES ARE DUE IN ACCORDANCE WITH THE NYS OGS TCS CONTRACT.
- 2. THE RATES AND CHARGES SET FORTH IN THIS SA DO NOT INCLUDE, BUT ARE SUBJECT TO TAXES, SURCHARGES AND FEE CHARGES AS SET FORTH IN THE NYS OGS TCS CONTRACT.
- 3. CUSTOMER WILL NOT BE ELIGIBLE TO RECEIVE ANY OTHER ADDITIONAL DISCOUNTS, PROMOTIONS AND/OR CREDITS.
- 4. SPECIAL TERMS. [None.]

By signing below, the signatory represents they are duly authorized to execute this Service Order

CUSTOMER	Time Warner Cable Northeast, LLC By: Charter Communications, Inc., its Manager
Signature:	Signature:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:



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CUSTOMER POINT OF CONTACT INFORMATION

Spectrum Enterprise Point of Contact Information Sheet	What?: This sheet is to facilitate the expeditious fulfillment of your order with Spectrum Enterprise. Why?: Completion of this form will assist with accurate and timely installation times and construction How?: Please provide a Local and/or Technical contact for your Service Location(s).					
Charter Contact (Sales)	John Taylor		Service Order Number:	06442051	Do all sites share one contact?	
Service Location	Local Site Contact Information: The Local contact at the Service Location must be available: To provide access to the technician during the arrival window. To be available throughout the installation to answer any		Technical Contact Information (ie. Phone/Data Vendor): The Technical contact at the Service Location must be able: To coordinate with our Spectrum Project Manager To work with our network design team To rate your installation experience. Technical Contact may be same as Local, please indicate if so.		ger	
Street Address	Site Contact Name	Site Contact Phone Number	Site Contact Email	Technical Contact Name	Technical Contact Phone Number	Technical Contact Email
777 Niagara St , Tonawanda NY 14150						
1201 SWEET HOME RD , AMHERST NY 14228						

SE Point of Contact Information v 230912 Confidential Page 1 of 2



CUSTOMER POINT OF CONTACT INFORMATION

1201 SWEET HOME		
RD , AMHERST NY		
14228		
1201 SWEET HOME		
RD , AMHERST NY		
14228		
6224 Broadway St ,		
Lancaster NY 14086		
4115 Transit Rd ,		
Orchard Park NY 14127		
14127		