



ERIE COUNTY WATER AUTHORITY

INTEROFFICE MEMORANDUM

January 8, 2025

To: Terrence D. McCracken, Secretary to the Authority

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

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

Subject: NC-041 Transmission Mains, City of Lackawanna and Town of West Seneca
License Agreement - National Grid (Niagara Mohawk Power Company)
ECWA Project No. 202000072

The Erie County Water Authority (ECWA) is undertaking a transmission main replacement project in the City of Lackawanna and the Town of West Seneca (NC-041). A portion of the new main in the Town of West Seneca will be constructed on property owned by National Grid (Niagara Mohawk Power Company). The new main will replace an existing section of main located along this corridor that does not appear to be covered by an existing easement. In order to construct the improvements as well as to operate and maintain the main following completion of the project, National Grid (Niagara Mohawk Power Company) has proposed a License Agreement (Agreement). Currently, the process of entering into License Agreements is National Grid's (Niagara Mohawk Power Company's) standard in lieu of permanent easements.

Over the past few months, the ECWA Law and Engineering Departments with the assistance of our consultant (Nussbaumer & Clarke, Inc.) have negotiated the terms of the Agreement and collectively are recommending that the Board review and consider it for approval and if approved, authorize the Chairman to execute same. There is no cost associated with this Agreement.

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

MJQ:jmf
Attachments
cc: L. Kowalski

CONT-NC-041-2001-X-10

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

Contract: NC-041 **Project No.:** 202000072
Project Description: Transmission Main Replacement
City of Lackawanna and Town of West Seneca

Item Description:



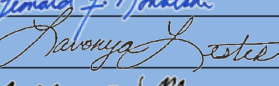

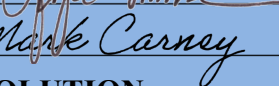


Agreement Professional Service Contract Amendment Change Order
 BCD NYSDOT Agreement Contract Documents Addendum
 Recommendation for Award of Contract Recommendation to Reject Bids
 Request for Proposals
 Other _____

Action Requested:


Board Authorization to Execute Legal Approval
 Board Authorization to Award Execution by the Chairman
 Board Authorization to Advertise for Bids Execution by the Secretary to the Authority
 Board Authorization to Solicit Request for Proposals
 Other _____

Approvals Needed:

APPROVED AS TO CONTENT:

<input checked="" type="checkbox"/> Sr Distribution Engineer		Date: <u>1/8/2025</u>
<input checked="" type="checkbox"/> Chief Operating Officer		Date: <u>01/09/2025</u>
<input checked="" type="checkbox"/> Executive Engineer		Date: <u>1/14/2025</u>
<input checked="" type="checkbox"/> Director of Administration		Date: <u>01/14/2025</u>
<input checked="" type="checkbox"/> Risk Manager		Date: <u>1/10/2025</u>
<input checked="" type="checkbox"/> Chief Financial Officer		Date: <u>01/14/2025</u>
<input checked="" type="checkbox"/> Legal		Date: <u>1/09/2025</u>

APPROVED FOR BOARD RESOLUTION:

<input checked="" type="checkbox"/> Secretary to the Authority		Date: <u>1/14/25</u>
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Remarks: License Agreement with National Grid.

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

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this “Agreement”) is executed to be effective as of the _____ day of _____, 2024 (the “Effective Date”), by and between NIAGARA MOHAWK POWER CORPORATION, with a principal place of business at 300 Erie Boulevard West, Syracuse, New York 13202 (“Licensor” or “NMPC”) and ERIE COUNTY WATER AUTHORITY a municipal corporation with an address of 295 Main Street, Room 350, Buffalo, NY 14203 (“Licensee”) or “ECWA”).

RECITALS:

WHEREAS, NMPC is the fee owner of a certain parcels of real property in the Town of West Seneca, County of Erie, State of New York, by virtue of that certain Deeds recorded with the County Clerk of Erie County in Liber 7530 at Page 200, Liber 1035 at Page 397, Liber 1042 at Page 384, Liber 1034 at Page 410, 7869 at Page 451 and 1726 at Page 42 (the “NMPC Property”); and

WHEREAS, Licensee has requested NMPC’s permission enter upon, access and use certain portions of the NMPC Property (“Licensed Premises”) as shown on Exhibit “A”, Prepared by Nussbaumer & Clarke, Inc., Sheets C-108 & C-109 entitled “Erie County Water Authority NC-041 Water System Improvements” drawing dated September 24, 2024, attached here to and made a part of, for the sole purposes of constructing, operating and maintaining a new 24-inch Transmission Waterline (collectively the “Facilities”) on the Licensed Premises, together with temporary rights and workspace necessary for the initial construction as shown on Exhibit “A”;

WHEREAS, the parties have reached an agreement as to the terms and conditions under which NMPC is willing to grant such permission, and desire to memorialize their agreement regarding the same.

NOW, THEREFORE, in consideration of the foregoing Recitals, and the covenants and agreements hereinafter contained, the parties agree as follows:

1. Recitations. The recitations hereto set forth are true and correct and are incorporated herein by this reference.
2. Grant of Easement. Licensor, subject to the reservations from and exceptions to conveyance and warranty hereinafter set forth, grants and conveys to Licensee a limited, non-exclusive license and privilege, terminable at will (the “License”) to enter upon and use, at its sole cost, expense and risk, those portions of the NMPC Property set forth in Exhibit “A” hereto (the “Licensed Premises”) for the Purposes defined hereunder, subject to the terms and conditions of this Agreement. Additional activities not specified in this Agreement shall require NMPC’s prior written approval, which approval may be withheld in NMPC’s sole discretion.

3. Purposes of License. The purposes of the License (collectively, the “License Purposes”) are to allow the Licensee to install the Facilities shown on **Exhibit “A”** on the Licensed Premises.
4. Term. The term of this License shall commence on the date first written above and shall expire on the date which is the first (1st) anniversary thereof (the “Term”). Thereafter, the Term shall automatically be extended for additional periods of one (1) year each unless terminated under the conditions set forth herein or, provided that the Licensee shall not be in default of any term, covenant and condition of this Agreement, until such time as the Licensee’s occupations and use are no longer needed by the Licensee, whichever is sooner. Upon the end of the useful life of the Licensee’s Facilities, NMPC will determine if the Licensee’s Facilities shall be removed, filled, or abandoned in place at Licensee’s sole cost and expense.
5. License Fee. Prior to or upon the Effective Date hereof, the Licensee agrees to pay to NMPC a license fee of Three-Thousand Eight Hundred and 00/100 (\$3,800.00) Dollars, which shall constitute the license fee for the first year of the Term (the “License Fee”). Commencing on the first (1st) anniversary of the Effective Date and upon each anniversary of the Effective Date thereafter, The License Fee shall be increased by an amount equal to three (3) percent of the License Fee in effect during the immediately preceding year.
6. Use of Licensed Premises.
 - 6.1 The Licensee covenants and agrees that the Licensee shall not use the Licensed Premises for any purpose except for constructing, operating, and maintaining: (i) a twenty-four (24) inch water line; and (ii) taking any necessary action to ensure the NMPC facilities are protected. All maintenance work on the approved occupations must be approved in writing by NMPC, unless the work is emergent.
 - 6.2 The Licensee expressly acknowledges that the NMPC Property is improved with certain electric transmission and distribution facilities. Accordingly, the Licensee covenants and agrees that, with respect to the conduct of any activities contemplated herein, it shall, at its sole cost and expense, at all times comply with the terms and conditions of this Agreement including but not limited to the guidelines set forth in (i) the National Grid Engineering Document entitled "Conditions for Proposed Activities within Electric Transmission Line Rights-of-Way", a copy of which is attached hereto and made a part hereof as **Exhibit “B”**, and (ii) National Grid Document entitled “Standard Environmental Conditions” , a copy of which is attached hereto and made a part hereof as **“Exhibit C”** (“collectively the NMPC Conditions”). In the event of conflict between terms and conditions set forth in the body of the Agreement and the terms and conditions set forth in the NMPC Conditions, the stricter term or condition shall govern or control, unless otherwise approved by Licensor.

- 6.4 The Licensee covenants and agrees that at all times, NMPC shall have the right, but not the obligation, to have an employee or representative present at the NMPC Property, including the Licensed Premises, to observe the Licensee's work and to take any necessary action, and to require the Licensee to take any action or refrain from any activity, to ensure NMPC's facilities are protected. Regardless of whether NMPC's employee or representative observes the work, or any portion thereof as set forth herein, NMPC shall not be liable for injuries, damage, liabilities or claims hereunder, and Licensee shall not be released from any liability or obligation hereunder.
- 6.5 NMPC is under no obligation to restore, repair, renovate, alter, or maintain the Licensed Premises or to render the Licensed Premises serviceable for access or passage or any other purpose in any respect, and specifically, without limitation, NMPC will have no obligation to clear the Licensed Premises or remove accumulated debris, water, ice or snow from the Licensed Premises.
- 6.6 The Licensee covenants and agrees that it shall not use explosives or conduct blasting on or within NMPC Property.
- 6.7 Notwithstanding anything to the contrary described above, Licensee, prior to undertaking any activity within the Licensed Premises, will call 811 U DIG to ensure that all facilities are staked within the Licensed Premises. Licensee agrees not to stockpile (unless approved on **Exhibit "A"**), either temporarily or permanently, or otherwise accumulate any earth, materials, snow, trailers, storage containers, including unregistered vehicles/trailers, or supplies, or store any equipment or vehicles (overnight) upon the Licensed Premises or NMPC Property. If the Licensee fails to remove any earth, materials, snow, trailers, storage containers, supplies, vehicles or equipment stored or stockpiled on NMPC Property in violation of this paragraph, NMPC has the right, but not the obligation, to remove the same without any liability to NMPC, and the Licensee shall reimburse NMPC for all indirect and direct costs associated therewith upon demand.
- 6.8 The Licensee understands and acknowledges that the Licensed Premises and NMPC's facilities located thereon, are integral to NMPC's operations. As such, the Licensee understands that it is necessary that the NMPC Property be protected and secure from any unauthorized use which may arise from the increased pedestrian and vehicular traffic resulting from the Licensee's work. Accordingly, the Licensee covenants and agrees that it shall provide, at its sole cost and expense, reasonable security to the NMPC Property, as may be required for the safety of the NMPC Property, the persons using the Licensed Premises for any reason, and personal property on the Licensed Premises.

- 6.9 Licensee agrees that all excavated/disturbed soil created in connection with the Licensee's work must remain on NMPC Property, unless location for stockpiling has been approved and shown on **Exhibit "A"**, or removal has been approved by NMPC Environmental Compliance personnel (contact information is section 15.2).
- 6.10 No fueling or refueling of equipment or fuel storage shall be permitted within NMPC Property.
- 6.11 Any areas disturbed on NMPC Property in connection with the Licensee's work must be returned to the conditions that existed prior to the work.
- 6.12 Erosion and Sediment Control Best Management Practice shall be installed if there is potential for sediment or sediment laden water to release outside of work area.
- 6.13 Licensee shall identify the as-built location of the Licensee's Facilities, including depth of cover, within the Licensed Premises, with GPS coordinates (State Plane) and ties to the nearest structure. Marker posts are required where the Licensee's Facilities enter and exit the Licensed Premises and any angle points.
- 6.14 Licensee covenants and agrees to always provide an electrically qualified observer when operating construction equipment within the Licensed Premises. Licensee, Licensee's contractor, or representatives must employ an electrically qualified observer with a minimum of five years of experience in the related fields (line worker typically meets the qualifications). Qualifications and/or experience records (resume) of the proposed individual shall be submitted to NMPC prior to execution of this Agreement. The electrically qualified observer must have a working knowledge of power generation, transmission and distribution standards and shall also be capable of identifying nominal voltages, energized components, minimum approach distances, and proper safe work practices while crew members are working near energized lines. The observer is responsible for ensuring that clearances are maintained, appropriate protections including, but not limited to, tagging/permitting, grounding and appropriate PPE is used, and effective cover-up is installed. The Approved Resume of the electrically qualified observer is attached hereto and made part here of as **Exhibit " D"**. Licensee shall have the right to replace the electrically qualified observer named in **Exhibit " D "** with an alternate individual or contractor, with NMPC's prior written consent.
- 6.15 Licensee covenants and agrees that this use is for the Licensee's business only and may not be assigned to other parties.
- 6.16 Licensee must install the Facilities prior to three (3) years of execution of this Agreement. If Licensee fails to do so, additional requirements may be requested.

7. Warranty. Licensor makes no covenant, guaranty or warranty, express or implied, with respect to the condition, safety, title, fitness or suitability of the Licensed Premises or any other portion or portions of the NMPC Property for any purpose, and Licensee hereby expressly waives any such warranties, and acknowledges that the Licensed Premises shall be made available, subject to the terms and conditions hereof, “AS IS, WHERE IS, WITH ALL FAULTS AND HAZARDS”, to be used by Licensee at its sole risk. Licensee has not relied on nor will it rely on, nor shall Licensor be liable for or bound by any express or implied warranties, guaranties, covenants (including, but not limited to, any express or implied covenant of quiet enjoyment), statements, representations, or information pertaining to the Licensed Premises or relating in any manner to this Agreement made or furnished by Licensor or any employee or other person purporting to represent Licensor, to whomever made or given, directly or indirectly, orally or in writing. Licensee acknowledges that to the extent any such statements were made, or information was furnished, the same was made or furnished as an accommodation only. Licensee assumes the risk that adverse matters, including, but not limited to, adverse physical and environmental conditions, the unsuitability of the Licensed Premises for the activities contemplated hereby, or the current and future existence of Licensor's facilities within the Licensed Premises and the inherently dangerous nature thereof, may exist and Licensee shall be deemed to have waived, relinquished, and released Licensor and its affiliated corporations or entities and its or their respective successors, assigns, officers, directors, shareholders, employees, attorneys and agents (collectively, the “Licensor Parties”), from and against any and all claims, demands, causes of action, losses, damages, liabilities, costs and expenses (including attorney fees and expenses) of any and every kind or character, known or unknown, which Licensee might have asserted or alleged against the Licensor Parties, or any of them, at any time by reason of or arising out of any latent or patent physical conditions, violations of applicable laws, unsuitability of the Licensed Premises for Licensee’s intended use, the existence of Licensor’s facilities, both current and to be constructed in the future, and the inherently dangerous nature thereof, breach of any express or implied covenant of quiet enjoyment, and any and all other acts, omissions, events, circumstances, or matters relating in any manner thereto.
8. Reservations from and Exceptions to Conveyance and Warranty. Subject to the terms and provisions of this Agreement, Licensor hereby reserves:

(a) The paramount right now and hereafter to occupy and use all or any portion or portions of the Licensed Premises and from time to time hereafter the right to grant to others or to authorize the occupancy or use by others of any portion or portions of the Licensed Premises for any purpose or purposes whatsoever, provided, however, that any such future grant or authorization shall not unreasonably interfere with the permission herein granted.

(b) All rights and privileges pursuant to Licensor’s ownership of the NMPC Property, including, by way of example only and without limitation, the rights to reconstruct, maintain, operate, repair, renew, replace, add to and otherwise change any lines, structures, guys, anchors or other facilities to meet the needs of its business, as deemed appropriate by Licensor in its sole discretion, to place future structures and

facilities or relocate existing structures and facilities anywhere within the NMPC Property and to continue to use and enjoy the NMPC Property for all purposes that do not materially interfere with or interrupt the use or enjoyment of the License by Licensee for the License Purposes stated herein.

(c) This conveyance is made by Licensors and accepted by Licensee subject to all obligations under any and all existing easements, covenants, liens, leases, rights-of-way, conditions, restrictions, outstanding mineral interests and royalty interests, and all other matters or record, if any, relating to the NMPC Property.

9. Compliance with Laws; Mechanic's Liens; Taxes.

9.1 The Licensee shall be responsible for working conditions within the Licensed Premises, including the protection of the health, welfare and safety of all persons and property during the Licensee's access to and use of the Licensed Premises, and in compliance with Occupational Safety and Health Administration ("OSHA"), and other applicable federal, state and local governmental laws, ordinances, codes, rules and regulations, including but not limited to National Electrical Safety Code Regulations for Working clearances from energized lines. The Licensee covenants and agrees that the Licensee and its guests, employees, volunteers, invitees, visitors, licensees, permittees, agents, officers, affiliates, attorneys, consultants, contractors, subcontractors, suppliers, executors, administrators, and patrons shall exercise extreme caution within the Licensed Premises.

9.2 In addition to the notice provisions in Paragraph 17 herein, prior to entry upon the Licensed Premises to begin any maintenance or repair activity, the Licensee shall provide plans and specifications, if necessary, to NMPC for NMPC's approval, and obtain and keep current all required permits, licenses and other approvals, and provide copies thereof to NMPC upon request.

9.3 The Licensee agrees that it shall not cause or permit any liens or encumbrances to be placed on the NMPC Property.

9.4 The Licensee agrees to pay any increase in taxes, betterments and assessments levied against the Licensed Premises attributable to Licensee's use of the Licensed Premises.

10. Dedication. Nothing herein shall be deemed to be a gift or dedication of any portion of the NMPC Property to the general public or for any public purpose whatsoever.

11. Indemnity. Licensee agrees to indemnify, defend (with counsel reasonably acceptable to Licensors) and hold Licensors, its affiliates and their respective directors, officers, shareholders, partners, members, contractors, agents, servants, employees, heirs,

successors and assigns, harmless from and against any and all actions, proceedings, claims, demands, losses, damages, liabilities and expenses whatsoever, which may be incurred in any way, directly or indirectly, resulting from, arising out of, or in any way connected with any activities or operations conducted hereunder by Licensee, its agents, employees, contractors, subcontractors, assigns, Licensees, or anyone else acting on behalf of Licensee, or through any covenant or condition of this License or as a result of Licensee's use or exercise of the rights granted herein, except to the extent arising from any indemnified party's negligence or fault or willful misconduct. NOTWITHSTANDING ANY PROVISION TO THE CONTRARY IN THIS LICENSE, NEITHER PARTY SHALL BE ENTITLED TO, AND EACH OF LICENSOR AND LICENSEE HEREBY WAIVES ANY AND ALL RIGHTS TO RECOVER, CONSEQUENTIAL, INCIDENTAL, AND PUNITIVE OR EXEMPLARY DAMAGES, HOWEVER ARISING, WHETHER IN CONTRACT, IN TORT, OR OTHERWISE, UNDER OR WITH RESPECT TO MATTER ARISING OUT OF OR ANY ACTION OR INACTION TAKEN IN CONNECTION WITH THIS LICENSE.

12. No Improvements. Licensee shall not install or authorize to be installed any improvements within the Licensed Premises without Licensor's prior written agreement in accordance with the procedures set forth herein.
13. Insurance. Licensee shall obtain (and provide evidence thereof to Licensor prior to exercise of the permission herein granted) and keep in force during the term of this Agreement, a general public liability insurance policy which shall include contractual coverage and such other policy(ies) as may be reasonably required by Licensor. Such policy(ies) shall be written by a company and contain language and policy limits to be reasonably approved by Licensor. The type of policy, nature of special endorsements, if any, and amount of coverage shall be as set forth in **Exhibit "E"** attached hereto and made a part hereof. If the exercise of the rights herein granted or any of such rights are performed by one or more contractors, the insurance provisions attached, except self-insurance, shall apply. Subject to the provisions set forth in **Exhibit "E"**, Licensee may elect at any time and from time to time to self-insure some or all of its obligations under this Agreement. If Licensee elects to self-insure, it shall provide written notice thereof to Licensor.
14. Hazardous Materials; Oil. Licensee covenants and agrees with Licensor that neither Licensee nor any person claiming under Licensee, nor the employees, agents, contractors, servants, or invitees of Licensee (collectively, the "Licensee's Representatives") or any such person shall bring onto, store, generate, or permit to be stored or generated on NMPC Property including but not limited to the Licensed Premises, any oil, hazardous material, hazardous waste or hazardous substance (collectively, "Hazardous Materials") as those terms are defined by any applicable federal, state or municipal law, regulation, code, or ordinances including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, as amended 42 U.S.C. §§ 9601 et seq., and the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§6901 et seq., ("Applicable Laws"), except in compliance with Applicable Laws. In the event, if at any time, any such Hazardous Materials are discovered to be present in a manner which does not comply with Applicable Laws, Licensee shall immediately inform Licensor of such discovery and, at

Licensors' option, Licensee shall perform or cause to be performed, at Licensee's sole cost and expense and to the reasonable satisfaction of Licensor, remediation or removal of said Hazardous Materials in accordance with: (i) any and all Applicable Laws and (ii) a remedial action work plan reviewed and approved in advance by Licensor. Licensee shall indemnify and hold Licensor harmless from and against any claim, liability, loss, damage or expense (including reasonable attorneys' fees, costs, expenses, assessments, remedial or response action) arising from a violation of any law or from a breach of the conditions of this paragraph by Licensee or any person claiming under Licensee or utilizing the Licensed Premises in any manner related to this Agreement. The provisions of this paragraph shall survive the expiration or earlier termination of this Agreement.

15. Notice.

15.1 All notices required or permitted under this Agreement shall be in writing and either delivered: (a) by certified mail (return receipt requested) with the United States Postal Service; or (b) by Federal Express or certified mail or another nationally recognized overnight courier service furnishing evidence of delivery to the following:

To Licensor:

Niagara Mohawk Power Corporation
c/o National Grid
Real Estate, D-Mezz
Attn: Manager- Real Estate Energy Delivery Support
300 Erie Boulevard West
Syracuse, New York 13202

Niagara Mohawk Power Corporation
c/o National Grid
Attn: Director of Transmission Line Engineering
7496 Round Pond Road
North Syracuse, NY 13212

To Licensee:

Erie County Water Authority
Attn: Lega
295 Main Street, Room 350
Buffalo, NY 14203

15.2 Construction Notice

1. Prior to any excavation or construction on or within the Licensed Premises, whether in the initial construction or subsequently, seven (7) days' written notice (email) shall be given to NMPC. Such notice shall be addressed as follows:

Niagara Mohawk Power Corporation, c/o National Grid
300 Erie Blvd West
Syracuse, New York 13202
Phone: (315) 412-2119
Attention: William Hill
william.hill@nationalgrid.com

2. National Grid Real Estate Department- 315-428-6107 voicemail only with reference to location and project name.
3. National Grid TLS Manager-716-289-47524, Patrick.OHearn@nationalgrid.com email and voice mail notification with reference to project name and location.
4. National Grid Environmental Compliance- Paige.Parsons@nationalgrid.com, 315-640-0593.

15.3 Licensee shall notify as soon as possible National Grid Environmental Compliance Representative referenced in section 15.2 for spills, spoils, contamination or Hazardous Materials (see Section 14).

15.4 Damage Notice. Licensee shall notify as soon as possible National Grid Director of Transmission Engineering, fawad.amjad@nationalgrid.com, 315-428-5841. 911 should always be notified first when there is a dangerous situation.

16. Miscellaneous Provisions.

- a. Any party hereunder who is the prevailing party in any legal proceeding against the other party to this Agreement, brought under or in connection with this Agreement or the subject matter hereof, is additionally entitled to recover reasonable attorneys' fees, expert fees, and all other litigation expenses.
- b. No waiver or consent, express or implied, by any party to this Agreement of any breach by any party in the performance by such party of its obligations hereunder shall be deemed or construed to be a consent to or waiver of any other breach in the performance by such party of the same or any other obligations of such party hereunder. Failure on the part of a party to complain of any act of any party or to declare any party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder until the applicable statute of limitation period has run.

- c. This Agreement contains the complete agreement of the parties with respect to the subject matter hereof.
- d. This agreement may be executed in any number of counterparts using counterpart signature pages with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute
- e. Each signatory party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this Agreement and all transactions contemplated by this Agreement.
- f. This Agreement shall be governed by and construed under the laws of the State of New York, without regard to choice-of-law rules of any jurisdiction.
- g. If any provision in this Agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if the unenforceable provision had never been a part of this Agreement. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine the feminine or neuter shall include the masculine, feminine and neuter. Article and section headings in this Agreement are for reference only and are not intended to restrict or define the provisions of any section. This Agreement shall not be construed more or less favorably between the parties by reason of authorship or origin of language.
- h. All exhibits to this Agreement are incorporated herein for all purposes.
- i. This Agreement shall not be construed as creating or vesting in Licensee any easement or estate in real property and Licensee expressly disclaims any such interest pursuant hereto. Without limiting the generality of the foregoing, it is declared between the parties that it is not the intention of either Licensor or Licensee to create between them the relationship of landlord and tenant with respect to the real property, which is the subject hereof, or to confer any rights on Licensee that would amount in law to a landlord-tenant relationship with respect thereto.

17. Counterparts.

This Agreement: (a) may be executed in duplicate counterparts, each of which when executed by all parties to this Agreement shall be deemed to be an original; (b) shall take effect as a sealed instrument; (c) shall bind and inure to the benefit of the parties and their respective legal representatives, successors and assigns, except that the Licensee may not delegate any of its obligations under this Agreement or assign this Agreement; and (d) is not intended to inure to the benefit of any third-party beneficiary.

[Remainder of page intentionally blank]

IN WITNESS WHEREOF, Licensor and Licensee have executed this Agreement effective as of the Effective Date.

Licensor:

NIAGARA MOHAWK POWER CORPORATION

By: _____

Name: _____

Title :Authorized Representative

Licensee:

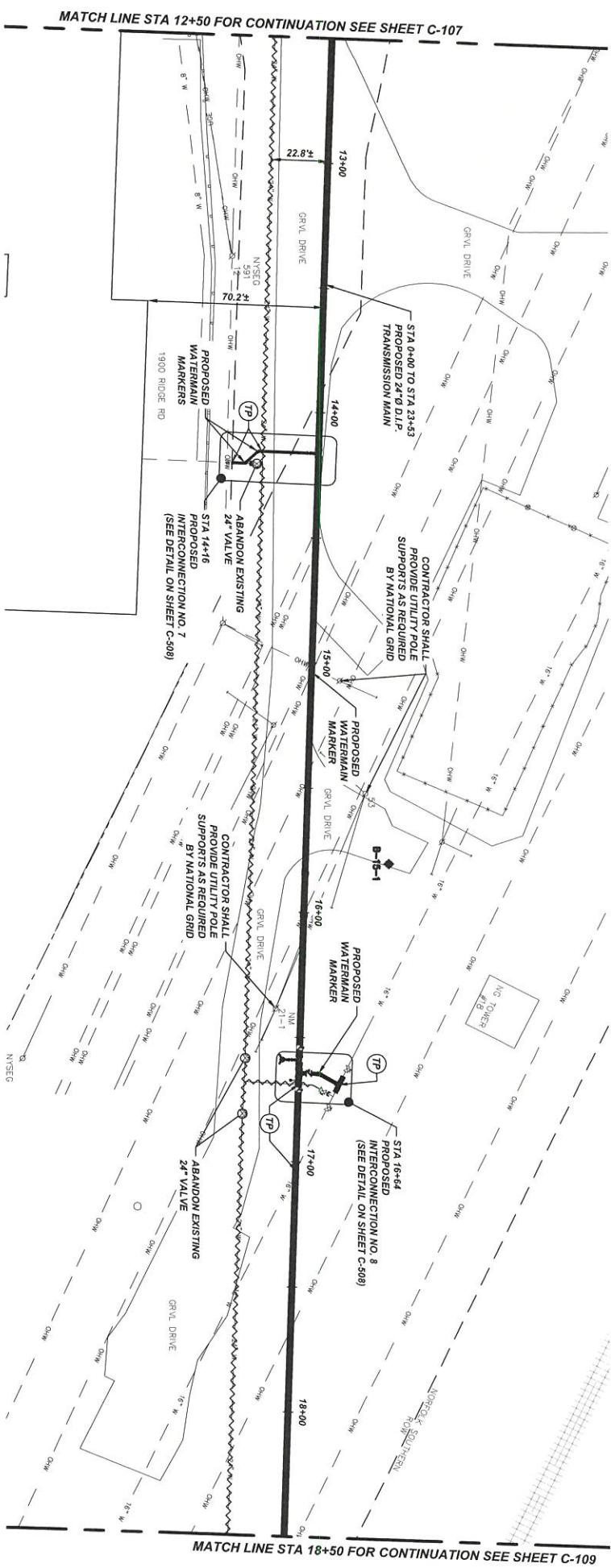
ERIE COUNTY WATER AUTHORITY

By: _____

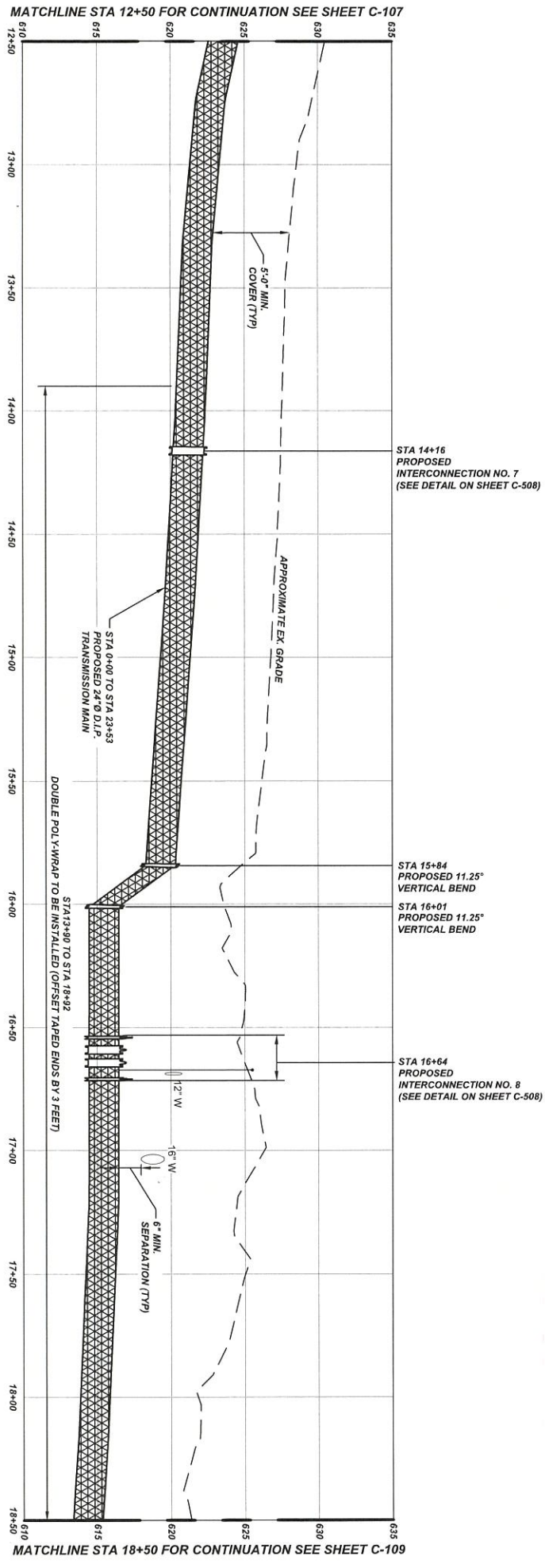
Name: _____

Title: _____

EXHIBIT "A"
Licensed Premises



PLAN
SCALE: 1" = 30'
0 15 30 60



PROFILE
SCALE: H: 1" = 30' V: 1" = 5'

PIPE LEGEND

 DIP
 LIMIT OF RESTRAINED JOINTS

NUSSBAUMER & CLARKE, INC.
 EST. 1858
 ENGINEERS AND SURVEYORS
 3566 Lake Street Road, Suite 501, Ithaca, NY 14850
 (607) 877-9294
 www.nussbaumer.com

ECWA CONTRACT NC-041
WATER SYSTEM IMPROVEMENTS
LANGNER ROAD PLAN AND PROFILE
STA 12+50 TO STA 18+50

REVISIONS	
NO.	DATE
A	09/20/24
100% SUBMISSION	

NOT FOR CONSTRUCTION

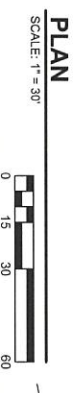
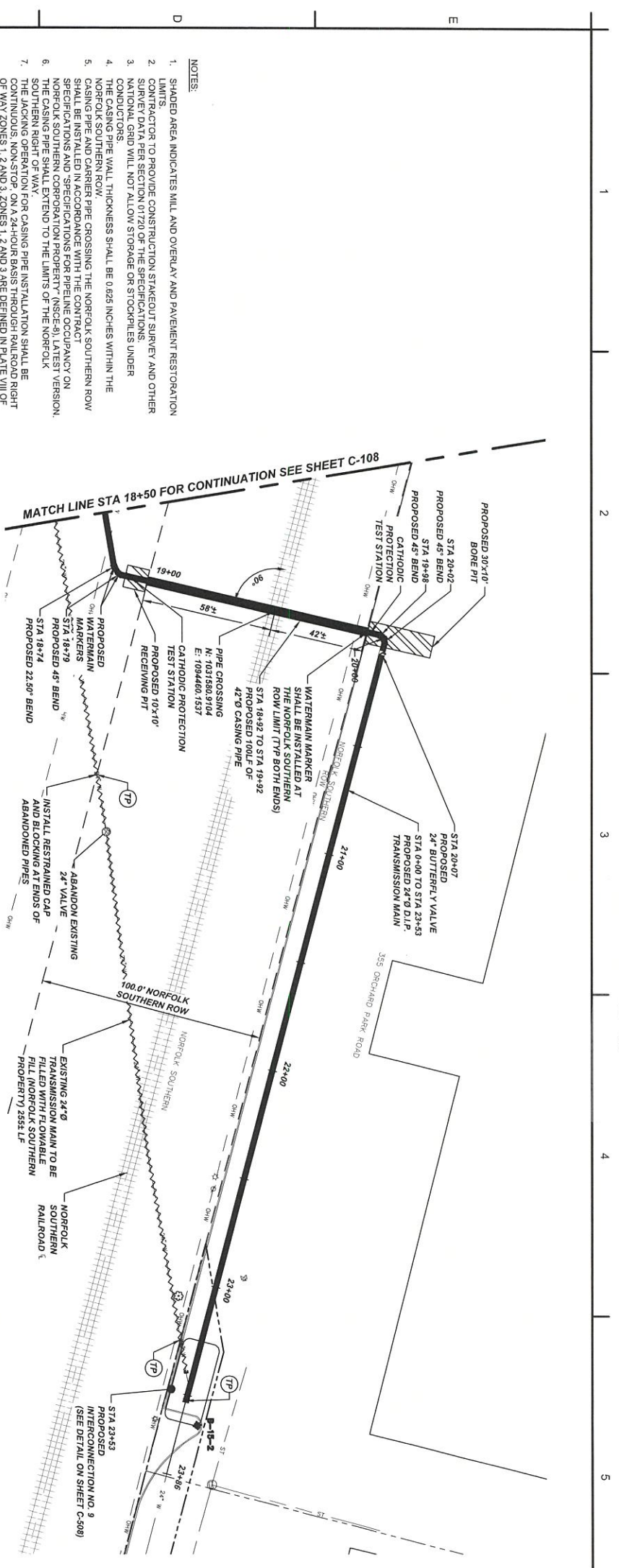
NUSSBAUMER & CLARKE, INC.
 A CORPORATION REGISTERED TO PRACTICE
 PROFESSIONAL ENGINEERING IN THE
 STATE OF NEW YORK
 LICENSE NO. 0277

UNAUTHORIZED ALTERATION OR ADDITION TO THIS
 SECTION VIOLATES PROVISIONS 2 OF THE NEW YORK STATE
 EDUCATION LAW.

PROJECT NUMBER: 2011-0004
 DATE: SEPTEMBER 2024
 DRAWN BY: TED
 DESIGNED BY: MJR
 CHECKED BY: MCD
 APPROVED BY: GM

SCALE: H: 1" = 30' V: 1" = 5'
 = 1 INCH

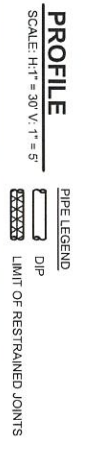
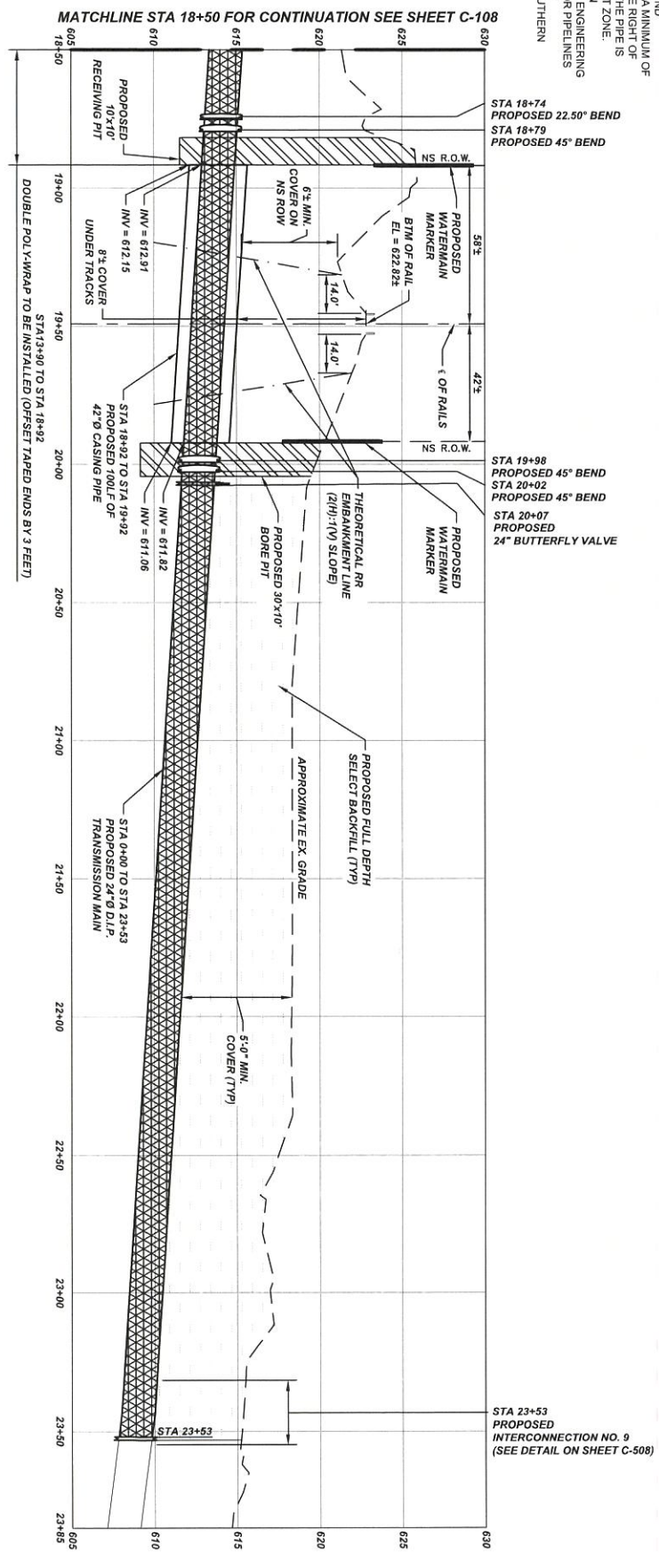
SHEET NO. 12 OF 23
C-108



EXISTING STORM MANHOLE DATA

STORM MH #2	STORM MH #3
R/W: 614.35'	R/W: 612.40'
IN: N&S 608.05'	IN: N&S 608.10'
(RECESSED PIPING) SUMP: 608.28'	

- NOTES:
1. SHADED AREA INDICATES MILL AND OVERLAY AND PAVEMENT RESTORATION LIMITS.
 2. CONTRACTOR TO PROVIDE CONSTRUCTION STAKEOUT SURVEY AND OTHER SURVEY DATA PER SECTION 017210 OF THE SPECIFICATIONS.
 3. NATIONAL GRID WILL NOT ALLOW STORAGE OR STOCKPILES UNDER CONDUCTORS.
 4. THE CASING PIPE WALL THICKNESS SHALL BE 0.625 INCHES WITHIN THE NORFOLK SOUTHERN ROW.
 5. CASING PIPE AND CARRIER PIPE CROSSING THE NORFOLK SOUTHERN ROW SHALL BE INSTALLED IN ACCORDANCE WITH THE CONTRACT SPECIFICATIONS FOR PIPELINE OCCUPANCY ON NORFOLK SOUTHERN CORPORATION PROPERTY - INSER 01 LATEST VERSION.
 6. THE CASING PIPE SHALL EXTEND TO THE LIMITS OF THE NORFOLK SOUTHERN RIGHT OF WAY.
 7. THE JACKING OPERATION FOR CASING PIPE INSTALLATION SHALL BE CONTINUOUS, NON-STOP, ON A 24-HOUR BASIS THROUGH RAILROAD RIGHT OF WAY ZONES 1, 2 AND 3 ARE DEFINED IN PLATE VIII OF NSCS-3 SPECIFICATIONS FOR PIPELINE OCCUPANCY OF NORFOLK SOUTHERN CORPORATION PROPERTY, WHICH IS INCLUDED IN APPENDIX F OF THE PROJECT MANUAL.
 8. PER NSCS-4, SECTION 5.1.2, TRACK AND GROUND MONITORING WILL BE REQUIRED DURING CONSTRUCTION. COSTS FOR THIS MONITORING SHALL BE INCLUDED IN THE CASING PIPE ITEM.
 9. THE CONTRACTOR SUBMITTAL FOR THE NORFOLK SOUTHERN RIGHT-OF-ENTRY PERMIT SHALL INCLUDE THE FOLLOWING INFORMATION:
 - a.A. A TRACK MONITORING PLAN DESCRIBING, IN DETAIL, THE METHOD(S) TO BE USED FOR MONITORING POTENTIAL TRACK SETTLEMENT.
 - a.B. LOCATIONS ALONG THE TRACK WHERE SURVEY SHOTS WILL BE TAKEN.
 - a.C. EQUIPMENT PROPOSED TO BE USED TO PERFORM TRACK MONITORING.
 - a.D. FREQUENCY OF DATA COLLECTION FOR TRACK AND GROUND ELEVATIONS. THE FREQUENCY OF MONITORING SHALL BE A MINIMUM OF ONCE PER WEEK.
 - a.E. THE METHOD OF MONITORING WITHIN THE RAILROAD RIGHT OF WAY AND METHOD OF TYPING RESULTS PER SHEET C-508.
 10. PIPELINE AND CROSSING TO BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH THE LAST APPROVED AMERICAN RAILWAY ENGINEERING AND MAINTENANCE-OF-WAY ASSOCIATION SPECIFICATIONS FOR PIPELINES CONVEYING FLAMMABLE AND NON-FLAMMABLE SUBSTANCES.
 11. INSTALL FLOWABLE FILL IN ABANDONED PIPE ON NORFOLK SOUTHERN PROPERTY.



PROFILE
SCALE: H:1" = 30' V:1" = 5'

PIPE LEGEND

	42" Ø CASING PIPE
	24" Ø TRANSMISSION MAIN
	5'-0" MIN. COVER (TYP)
	DIP
	LIMIT OF RESTRAINED JOINTS

ECWA CONTRACT NC-041
 WATER SYSTEM IMPROVEMENTS
 LANGNER ROAD PLAN AND PROFILE
 STA 18+50 TO STA 23+53

REVISIONS

NO.	DESCRIPTION	DATE
A	100% SUBMISSION	09/20/24
Δ	REVISION PER NORFOLK SOUTHERN	05/21

NOT FOR CONSTRUCTION

NUSSBAUMER & CLARKE, INC.
 A CORPORATION REGISTERED TO PRACTICE
 PROFESSIONAL ENGINEERING AND
 SURVEYING IN THE STATE OF NORTH CAROLINA
 LICENSE NO. 00277

UNAUTHORIZED ALTERATION OR ADDITION TO THIS
 ENGINEERING DRAWING IS A VIOLATION OF THIS
 SECTION OF THE NORTH CAROLINA STATE
 EDUCATION LAW

PROJECT NUMBER	2011-0004
DATE	SEPTEMBER 2024
DRAWN BY	TEO
DESIGNED BY	MJR
CHECKED BY	MCD
APPROVED BY	GM
SCALE	H:1" = 30' V:1" = 5'
SHEET NO.	13 OF 23

C-109

3566 Lake Shore Road, Suite 500 | Buffalo, NY 14219
 (716) 822-1100 | Fax: (716) 822-1101
 www.nussbaumer.com

EXHIBIT "B"

Conditions for Activities within Electric Transmission Line Rights of Way

Compliance/Safety

All activities conducted by the Requestor shall comply with all applicable Federal, state, and local laws, statutes, rules, regulations, and codes. The requirements of the following statutes, regulations, and safety codes and guidelines, appropriate for the voltage(s) of the transmission line(s) within the right-of-way, must meet:

- National Electrical Safety Code
- In New York, Part 57 of the New York State Industrial Codes Rules (also known as the "High-Voltage Proximity Act") (<http://www.labor.ny.gov/workerprotection/safetyhealth/sh57.shtm>)
- All OSHA regulations governing working clearances to electric distribution and transmission lines shall be followed. Although regulations 29 CFR 1926 Subpart CC and 29 CFR 1926.1501 may be specific to equipment that can hoist, lower, and horizontally move a suspended load, all equipment operating within a right-of-way shall maintain the clearances specified in these regulations, including but not limited to cranes, backhoes, excavators, forklifts, pile drivers, and drill-rigs.
 - In accordance with 1926.1408, if the Requestor asks to encroach upon the clearance as specified, clearance requirement and requests voltages of electric lines near the proposed work or activity, the Requestor shall provide an aerial photograph or detailed survey plan delineating the area of work or activity in proximity to electric lines and structures. Requests may be emailed to TransmissionEngineering@NationalGrid.com or mailed to National Grid c/o Director of Transmission Engineering, 7496 Round Pond Road, North Syracuse, NY 13212.
- The Requestor shall not place or store any items within the right-of-way, including construction materials or debris, excavated soil, trailers, or storage containers.
- The Requestor shall not unload or load vehicles or equipment within the right-of-way.
- The Requestor shall adequately ground vehicles, equipment, fences and gates, at all times and in accordance with applicable Federal, state, and local laws, statutes, rules, regulations, and design codes, including, but not limited to, those listed in paragraph A above and IEEE Standard 80.

Protection of Transmission Line Facilities

- The Requestor shall, at all times, protect transmission line facilities from damage. In addition to compliance with safety codes as described in paragraph 1 above, protection of transmission facilities shall, as a minimum, include the following:
- The Requestor shall operate equipment and vehicles at least 50 feet horizontally away from any transmission line pole, tower, guy wire, or guy anchor.
- When making a rough cut during excavation, the Requestor shall disturb no earth within an area bounded by a line drawn 25 feet plus 2.5 times the depth of the cut

from the nearest transmission line pole, tower leg, guy wire, or guy anchor, but not less than 50 feet. Upon completion of the rough cut, the slopes of the bank shall be graded on a slope no steeper than one vertical to five horizontal and stabilized with vegetation or rip-rap. The top of the slope shall be at least 50 feet from the nearest pole, tower leg, guy wire, or guy anchor.

- The Requestor shall not store or use explosives within the right-of-way.
- The Requestor shall locate all ground wires buried in areas to be excavated and shall protect them against damage. If a buried ground wire is broken, the Requestor shall prevent anyone from touching it and shall notify National Grid.
- The requester shall provide an electrically qualified safety observer when operating mechanical equipment within a transmission electric ROW. The qualified safety observer shall ensure operating mechanical equipment are properly grounded and maintain the minimum approach distance (MAD) from energized lines and electrical equipment. The safety observer shall observe the clearance and warn the operator when the equipment approaches the MAD. In addition, a resume of the safety observer needs to be submitted and be approved by National Grid.

Access to Right-of-way

- The Requestor shall not at any time block or impede access to or along the right-of-way.
- The Requestor shall not damage roads or trails used to gain access to or along the right-of-way. If they are damaged, they must be restored to at least the same condition as at the beginning of work.
- The Requestor's activities shall not result in the accumulation of stormwater on National Grid's property.
- Proposed bituminous and/or concrete drive surfaces shall be designed to withstand and meet AASHTO *Standard Specifications for Bridges and Highways* H-25 highway class design criteria for vehicular loading. This is to protect any underground utilities that maybe in the right-of-way.

Preservation of Rights and Future Use

- National Grid retains all rights granted in the original right-of-way deed. Specifically, National Grid reserves the right to place future structures or relocate existing structures anywhere within the right-of-way, and reserve the right to control any vegetation within the right-of-way.
- The Requestor shall place no above or below ground structures within the right-of-way, including streetlights, signs, sheds, fences, septic systems, and swimming pools.
- Improvements shall not continuously occupy more than 100 feet along any line drawn longitudinally along the right-of-way.
- Improvements shall not occupy expected future locations of transmission structures. This includes the bisector of angles in the right-of-way and generally includes areas adjacent to existing structures.

Exhibit “C”
Standard Environmental Conditions

General/Permits

- Requester is required to obtain and comply with any and all environmental permits required for work on National Grid’s easement or fee-owned premises and comply with all applicable environmental laws and regulations, deed restrictions, local ordinances, notification requirements, environmental guidance documents, etc.

Oil/Chemicals/Refueling/Spills

- Requester shall not store, mix, perform maintenance on/with (e.g., drain equipment of fluids), or load any petroleum products, pesticides, hazardous materials, or chemicals labeled toxic on National Grid’s easement or fee-owned premises.
- No refueling of vehicles or equipment will be allowed on National Grid’s easement or fee-owned premises. The Requester shall conduct all activities in a manner that will prevent a release of said materials to the environment. In the event of a release of oil/hazardous materials to the environment, the Requester shall be responsible for making all required notifications to regulatory agencies in the required time frame and to ensure that the release is properly responded to, including the cleanup and disposal of waste materials, in accordance with all regulatory requirements. The Requester shall notify National Grid’s Environmental Compliance representative of all spills regardless of quantity released.
- If any visual or olfactory evidence of petroleum or chemical contamination is identified, National Grid’s Environmental Compliance representative shall be notified immediately.

Erosion and Sediment Control

- When work is complete, the Requester will stabilize and properly restore all disturbed areas on National Grid’s easement or fee-owned premises or to a final agreed-upon condition (e.g., driveway). Except for stormwater conveyances, which are subject to review and approval by National Grid, no further stormwater management elements may be installed in National Grid’s easement or fee-owned premises.

Materials Handling

- Backfill on National Grid’s property shall include only clean materials from an NYSDOT-approved commercial source and shall have no visual or olfactory evidence of contamination. Requester shall submit information regarding the backfill source (e.g., location, NYSDEC permit, etc.) to National Grid’s Environmental Compliance representative for approval prior to commencement of work.

Excavation-Derived Spoil

- No excavation spoils, excess soil, construction debris, or materials of any kind shall be removed from National Grid's easement or fee-owned premises without notification and approval from National Grid's Environmental Compliance representative. If off-site removal is required, all excavation spoils, excess soil, construction debris and materials of any kind must be managed by Requester in accordance with NYSDEC's solid waste regulations (6 NYCRR 360, 361, and 364); unless specifically directed by or agreed to otherwise by National Grid's Environmental Compliance representative.
- If visual or olfactory evidence of petroleum/chemicals is noted, National Grid shall be contacted immediately; the Requester may be required to sample/analyze spoils prior to off-site disposal at a permitted facility.

Right to Inspect

- National Grid may, at its discretion, have an inspector present at the time or times work is being executed on its easement or fee-owned premises. The inspector shall have the right and authority to require modification or cessation of any or all work when, in his or her judgment, such work is contrary to the provisions of the agreement between National Grid and the Requester or is or may become a source of danger to National Grid's facilities. The Requester is responsible for the reasonable cost and expense of such an inspection.

EXHIBIT “ E”

INSURANCE REQUIREMENTS

From the effective date of this Agreement, through expiration, termination or longer where specified below, Licensee shall provide and maintain at its own expense, insurance policies that are meant to be primary and non-contributory (*with no right of contribution by any other coverage available to the NMPC, the NMPC’s affiliates and their respective agents, employees, directors and other parties that the NMPC may identify*) and issued by reputable insurance companies, acceptable to the NMPC with an A.M. Best rating of A- or better which meet or exceeds the requirements listed herein. Such policies, where required below shall include **“NMPC, National Grid USA (the “NMPC”), and its direct parent, subsidiaries, affiliates, successors and assigns”** (collectively, the “Insured Entities”) as Additional Insureds. Waiver of Subrogation, where required below shall be in favor of such Additional Insureds/Insured Entities for any loss or damage covered under those policies referenced in this Insurance Exhibit, or for any required coverage that may be self-insured by Licensee.

1. **Risk of Loss (Equipment/Materials)** – The Licensee shall be responsible for all risk of loss to its personal equipment and materials, and any other equipment and materials owned by its employees or by third parties that may be in their care, custody and control.

2. **Commercial General Liability (CGL) Insurance**, covering all operations, work and/or provision of services performed by or on behalf of Licensee under or in connection with this Agreement, at minimum limits of:

\$1,000,000 limit “per occurrence” – Bodily Injury/Property Damage

\$2,000,000 limit – Product/Completed Operations

\$2,000,000 limit - General Aggregate

\$1,000,000 limit- Personal and Advertising Injury

\$1,000,000 limit- Damages to Premises Rented to You Limit

Policy shall include coverage for contractual liability (with this Agreement being included under the definition of “Insured Contract”), and products/completed operations coverages. Policy shall not contain a cross-liability or a separation of insureds exclusion. Should coverage for products/completed operations be written on a claims-made form, the retroactive date shall not precede the effective date of this Agreement and coverage shall be maintained continuously for the duration of this Agreement and for at least three (3) years after Final Acceptance. *Additional Insured and Waiver of Subrogation required from this policy for the Insured Entities outlined above. Must use CG 2010 and CG 2037 (or equivalent) for Additional Insured endorsements.*

3. **Automobile Liability Insurance:** Covering owned, non-owned and hired vehicles used in connection with all operations, work and/or provision of services performed by or on behalf of Licensee under or in connection with this Agreement at **minimum** limits of:

\$1,000,000 combined single limit “each accident”

Coverage for non-owned/hired vehicles evidenced through a Commercial General Liability policy would be acceptable upon NMPC’s review and approval. *Additional Insured and Waiver of Subrogation required from this policy for the Insured Entities outlined above.*

4. **Statutory Workers’ Compensation and Employer’s Liability Insurance**, in the state in which the operations, work and/or provision of services will be performed under this Agreement. The employer’s liability limit shall be at least \$1,000,000 per occurrence for bodily injury, per employee for bodily injury by disease and by bodily injury by disease policy limit.

For work or services being performed on or close to water, policy shall include coverage for the **US Longshoreman & Harbor Workers’ Compensation Act of 1927 and Jones Act of 1920.**

In the event Licensee is a **Sole Proprietor** that is exempt from maintaining Statutory Workers’ Compensation/Employer’s Liability insurance, Sole Proprietor is required to provide a Letter of Affidavit affirming no employees and are exempt from carrying Workers Compensation and Employer’s Liability insurance. *Waiver of Subrogation required from this policy for the Insured Entities outlined above.*

5. **Umbrella Liability or Excess Liability Insurance**, providing broad “follow form” excess insurance with terms similar to the Commercial General Liability, Automobile Liability and Employer’s Liability coverages outlined within this Agreement, at **minimum** limits of:

\$4,000,000 limit – Per Occurrence/Aggregate

Such insurance coverage shall include a drop-down provision in the event of exhaustion of underlying limits or aggregates. *Additional Insured and Waiver of Subrogation required from this policy for the Insured Entities outlined above.*

In addition to above, Sections 6-10 is applicable to Commercial Licensee performing work in the capacity as a Contractor or is hiring Contractor(s) to do work on their behalf

6. **Contractor’s Pollution Liability (“CPL”) Insurance:** *(if applicable)* – Should Licensee acting in the capacity as a Contractor or hires a Contractor to complete work and/or services on their behalf, the Contractor shall maintain CPL insurance to cover any sudden and gradual pollution incidents that may arise out of, under, or in connection with this Agreement including any and all Work and/or Services to be performed by or on behalf of Contractor, including but not limited to: (a) bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death; (b) property damage including physical injury or destruction of tangible property including resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not be physically injured or destroyed; and (c) defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensation damages. There should be no exclusions for asbestos, lead paint, silica or mold/fungus/legionella. This coverage shall carry a minimum limit of:

\$1,000,000 limit - “Per Incident/Aggregate”

Additional Insured and Waiver of Subrogation required from this policy for the Insured Entities outlined above.

7. **Professional Liability Insurance,** *(if applicable)*, providing coverage for negligent acts, errors, and omissions (including when applicable, Technology errors and omissions), in an amount of \$1,000,000 “per claim” or equal to the value of the contract, whichever is greater, to protect the NMPC from losses arising out of the use of Contractor’s or its subcontractor’s product or failure to render services.

Should coverage be written on a “Claims Made” form, Contractor or its subcontractors shall maintain such coverage for a period of not less than three (3) years post completion of work, with the retroactive date in place prior to and held constant with the date of this contract. *Waiver of Subrogation required from this policy for the Insured Entities outlined above.*

8. **Third (3rd) Party Crime Insurance,** *(if applicable)*, covering theft of the NMPC’s property by electronic means and for any dishonest acts that may be committed by a Consultant’s employee(s) against the NMPC, in an amount no less than \$1,000,000 “per occurrence”. *Loss Payee status required from this policy for the Insured Entities outlined above.*

9. **Unmanned Aerial Systems/Vehicles (UAS/UAV)/Drone Insurance:** *(if equipment will be used in course of agreement)*, covering third-party liability for bodily injury and property damage arising out of the use of Unmanned Aerial Systems (UAS)/Vehicles (UAV) aka drones on NMPC property, at minimum limits of \$10,000,000 “per occurrence”. Such requirement could also be met

outlining the same terms under an endorsed Aircraft Liability policy. *Additional Insured and Waiver of Subrogation required from this policy for the Insured Entities outlined above.*

9. **Protection & Indemnity/Commercial Watercraft Insurance:** *(if equipment will be used in course of agreement)*, providing Protection & Indemnity coverage for third-party liability related to bodily injury and property damage arising out of the use of such vessel while on NMPC property, at minimum limits of \$1,000,000 “per occurrence”. *Additional Insured and Waiver of Subrogation required from this policy for the Insured Entities outlined above.*

10. **For Tenants/Licensees/Lessees of Real Property** *(if applicable)*: Evidence to Insured Entities a Commercial Property “All Risk” or Business Owners (BOP) policy covering all personal property of every description, owned or brought into or onto the premises by Licensee, its employees, agents, contractors, tenants, subtenants or assignees. In addition, policy shall include coverage(s) for business interruption/extra expense equal to at least 12 months’ rent or business income. It is understood that such insurance shall include, but not be limited to coverage for improvement/betterments, fixtures, fittings, furniture, inventory, equipment, and other personal property (collectively, NMPC Property), in an amount not less than one hundred percent (100%) of full replacement cost.

- Such policy shall include an endorsement outlining Insured Entities as a Loss Payee on the policy;
- For any leases involving construction related work NMPC reserves the right to request additional insurance to cover the course of construction (i.e., Builders Risk policy) which will be required under separate insurance requirements;
- Deductibles: Deductibles on all Licensee s insurances in excess of Fifty Thousand Dollars (\$50,000) shall be subject to NMPC approval (not to be unreasonably withheld or delayed).

11. **Self-Insurance:** If approved in advance by the NMPC’s representative, proof as a qualified self-insurer will be acceptable in lieu of securing or maintaining one or more of the coverages required in this Insurance Exhibit. Such proof shall come in the form of a signed self-insurance letter on Licensee’s letterhead, in a format provided by the NMPC and shall become part of this insurance provision by reference herein.

With respect to Workers’ Compensation, such evidence shall consist of a current self-insured certification form approved by the State in which the terms of this Agreement will be executed.

12. **Other Coverage(s)/Compliance:** These requirements are in addition to any which may be required elsewhere in this Agreement. In addition, Licensee shall comply with any governmental site-specific insurance requirements even if not stated herein. This includes providing evidence of insurance and additional insured status, if necessary, to any third-party property owner on which Licensee's work activities associated with this Agreement may be taking place as required by law or permit.
13. **Subcontractors.** In the event that Licensee uses a subcontractor(s) in connection with providing any services as outlined under this Agreement, the Licensee shall require all such subcontractor(s) to provide the required coverages and protections as outlined under Paragraphs 1-10 of this insurance exhibit.
14. **Homeowners:** In the event Licensee is a homeowner, Articles 1-10 outlined above would not apply. However, a copy of the Homeowner's insurance policy evidencing Personal Liability coverage, at a minimum limit of \$500,000, would be acceptable. In the event homeowner hires a Contractor, to complete work and/or services on their behalf, for which permission must be granted by Licensor to access/use easement right-of-way, then such hired Contractor shall meet the requirements as outlined in this exhibit (as NMPC determines applicable).
15. **Subrogation Rights:** To the extent Licensee's insurance carriers will not waive their right of subrogation against the Insured Entities as required in the outset of these requirements, the Licensee agrees, to the extent permitted by law, to indemnify the Insured Entities for any subrogation activities pursued against them by the Licensee insurance carriers. However, this waiver shall not extend to the gross negligence or willful misconduct of the Insured Entities or their employees, subcontractors or agents.
16. **Certificate(s) of Insurance.** Prior to providing any services, Licensee (and when applicable, its Contractors) shall promptly issue to the NMPC certificate(s) of insurance and any requested endorsements (include any renewal thereof), evidencing all coverages and required protections (Additional Insured and Waiver of Subrogation where applicable) utilizing the address outlined by the NMPC in this Agreement, with digital copies only being emailed to the NMPC's Risk and Insurance Department at: RiskandInsurance@nationalgrid.com. Failure to furnish the required certificate(s) of insurance and endorsements would not relieve Licensee from any liability obligations or to carry insurance outlined under this Agreement.

Policies shall be endorsed, and certificate(s) of insurance shall clearly outline that at least 30-days prior written notice will be provided to the NMPC in the event of any cancellation, non-renewal or material change in coverage(s). Certificates shall declare applicable deductibles or

self-insured retentions which shall be for the account of Licensee. Such deductibles or self-insured retentions shall not exceed \$100,000 unless agreed to by the NMPCs Risk & Insurance Department.

17. **Reservation of Rights.** Should any policy(ies) be canceled at any time during the term of this Agreement and Licensee fails immediately to procure other insurance as specified, the NMPC reserves the right to procure such insurance and to invoice Licensee or void this Agreement.
18. **Accident Reports.** Licensee shall furnish the NMPC's Risk & Insurance Department with copies of any accident report(s) sent to Licensee's insurance carriers covering accidents, incidents or events occurring in connection with or as a result of the provision of the Services.
19. **Full Policy Limits.** Licensee represents that it has full policy limits available and shall notify the NMPC's Risk & Insurance Department in writing when coverages required herein have been reduced as a result of claim payments, expenses, or conditional change to policies.
20. **No Limitation.** Nothing contained in these insurance requirements is to be construed as limiting the extent of Licensee's responsibility for payment of damages or its indemnification obligations under this Agreement.



ADDITIONAL REMARKS SCHEDULE

AGENCY Lawley, LLC	License # 1009544	NAMED INSURED Erie County Water Authority 295 Main St Suite #350 Buffalo, NY 14203-2494
POLICY NUMBER SEE PAGE 1		
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

When required by executed written contract the following
endorsements apply:

General Liability:
PE GL 101 01 20 - General Liability Coverage Form

Automobile Liability:
AU 3017 01 23 Public Entity Fleet Coverage Endorsement

Property:
PRO AR 4100 (06/21) Mortgagee/Lenders Loss Payable

Excess Liability:
CX 00 01 04 13 Commercial Excess Liability Coverage Form