



ERIE COUNTY WATER AUTHORITY
INTEROFFICE MEMORANDUM

October 3, 2024

To: Terrence D. McCracken, Secretary to the Authority

From: Marc A. Bellacose, Distribution Engineer *MAB*

Subject: Burke Parkway Main Extension
ECWA File No.: HATN-139-2401
ECWA Project No.: 202400178

Legal has prepared an agreement for a Main Extension by Special Agreement between the Authority and All Seasons VM Storage, LLC, (Owner) and Matt Kolo Excavating LLC, (Contractor), for a main extension along Burke Parkway, in the Town of Hamburg.

The proposed drawings were reviewed by the Engineering Department and approved by the Executive Engineer for the installation of 105 +/- LF of 6-inch PVC water main, two (2) 6" gate valves, one (1) public fire hydrant, 15 +/- LF of 6-inch DIP for fire service, and 10 +/- LF of 2: type "K" copper for domestic service along Burke Parkway, Town of Hamburg.

Attached is a copy of the agreement for the Boards consideration and if approved, for the Chairman to execute.

MAB:jmf
Attachment
cc: L.Kowalski

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

Contract: _____ **Project No.:** 202400178
Project Description: Install approx. 105 +/- LF of 6" PVC water main, Two (2) 6-inch gate valves, one (1) fire hydrant, 15+/- LF of 6" DIP, and 10+/- LF of 2" type "K" copper domestic service and all necessary material for the complete installation of Burke Pkwy, Town of Hamburg

Item Description:



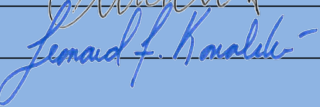

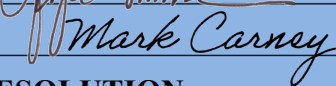
Agreement Professional Service Contract Amendment Change Order
 BCD NYSDOT Agreement Contract Documents Addendum
 Recommendation for Award of Contract Recommendation to Reject Bids
 Request for Proposals
 Other _____

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:

Sr. Distribution Engineer  Date: 10/4/2024
 Chief Operating Officer  Date: 10/04/2024
 Executive Engineer  Date: 10/7/2024
 Director of Administration _____ Date: _____
 Risk Manager _____ Date: _____
 Chief Financial Officer  Date: 10/04/2024
 Legal  Date: 10/04/2024

APPROVED FOR BOARD RESOLUTION:

Secretary to the Authority  Date: 10/7/2024

Remarks: EC 7449

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

**ERIE COUNTY WATER AUTHORITY
MAIN EXTENSION SPECIAL AGREEMENT**

The **ERIE COUNTY WATER AUTHORITY**, a public benefit corporation created and existing under the laws of the State of New York, with its principal office at 295 Main Street, Room 350, Buffalo, New York, 14203, hereinafter called the “Authority”, and **ALL SEASONS VM STORAGE, LLC**, 3984 Burke Parkway, Blasdell, New York 14219 (hereinafter “Owner Applicant) and **MATT KOLO EXCAVATING, LLC**, 7631 Zimmerman Road, Hamburg, New York 14075, (hereinafter “Contractor Applicant,” collectively with Owner Applicant as “Applicants”). The Applicants agree as follows:

1. This Agreement is made pursuant to Subdivision 10, Section 1054 of the Public Authorities Law and Title 10.00, “Extensions of Mains” of the Authority’s Tariff.
2. The Applicants desire to install water mains, hydrants and appurtenances as follows:

INSTALL approximately 105 +/- linear feet of 6-inch PVC water main along Burke Parkway, Town of Hamburg, under an Erie County Water Authority Main Extension Special Agreement.

INSTALL one (1) branch valve along Burke Parkway, Town of Hamburg, under an Erie County Water Authority Main Extension Special Agreement.

INSTALL one (1) fire hydrant along Burke Parkway, Town of Hamburg, under an Erie County Water Authority Main Extension Special Agreement.

INSTALL approximately 20 +/- linear feet of 6-inch DIP and one (1) 6-inch gate valve and one (1) two-inch curb stop and curb box for private water service to Burke Parkway Warehouse Development, Town of Hamburg under an Erie County Water Authority Main Extension Special Agreement.

Burke Parkway Warehouse Development

BEGINNING at the existing watermain along Burke Parkway, at approximately 220 +/- north of Dorchester Road, thence northerly a distance of approximately 105 +/- linear feet within the existing right-of-way of Burke Parkway, including two (2) 6-inch gate valves, ending with a fire hydrant.

Service Connection for Burke Parkway Warehouse Development

BEGINNING at approximately 10 +/- LF from the end of the proposed water main and along Burke Parkway, thence easterly a distance of approximately 5 +/- linear feet, and northerly approximately 10 +/- linear feet ending with a 6-inch gate service valve at the northerly right-of-way of Burke Parkway.

AS SHOWN and noted on Carmina Wood Design's drawing of Warehouse Development, Burke Parkway, Town of Hamburg dated October 26, 2023.

3. The Applicants must be business entities registered with the New York Secretary of State to do business in the State of New York.
4. Prior to beginning installation of the water mains, hydrants and appurtenances, Applicants shall provide the Authority with the following:
 - a. Names of all sub-contractors, if any, who will be installing water mains and appurtenances;
 - b. Shop drawings showing that all materials used in the construction of the water mains and appurtenances meet the Authority's specifications;
 - c. Name of engineer who will do the full-time inspection;
 - d. Five (5) days advance written notice of the starting date of construction;
5. The Applicants shall arrange for water samples and bacterial tests to be taken and tested by an approved laboratory. The results shall be submitted to the Erie County Health Department for approval, and if all tests are satisfactory, the County Health Department shall submit a Certificate of Acceptance to the Authority.
6. Authority personnel shall direct the operation of valves on existing water mains during the required leakage and pressure tests and the disinfection of the water mains and appurtenances. If the mains and appurtenances should fail the pressure or leakage tests, the necessary corrective measures shall be taken, and the tests repeated until satisfactory results are obtained. Upon completion of these tests, the mains shall be shut off and not placed into service until the County Health Department issues a Certificate of Acceptance, all legal and administrative requirements have been satisfied, and the work has been accepted by resolution of the Authority. The Authority will then turn on the mains, which have been accepted by the Authority, and service can begin.
7. Within four (4) weeks of the date the Erie County Health Department Certificate of Acceptance is received, and prior to both acceptance by the Authority and the date water service is begun, Applicants shall have the Contractor Applicant provide the Authority with the following:
 - a. Maintenance bond.
 - (1) A maintenance bond in form satisfactory to the Authority and issued by a carrier satisfactory to the Authority in an amount of one hundred (100%) percent of the actual construction cost of the water mains and appurtenances.
 - (2) Said bond shall cover a period of twenty-four (24) months following the

completion of the installation of water mains and appurtenances. During this 24-month period, the Contractor Applicant agrees to maintain and repair the water mains and appurtenances accepted by the resolution of the Authority.

- (3) The completion date shall be established as the date of the acceptance of the work by resolution of the Authority.
- (4) If the Contractor Applicant defaults on its/his/her obligation, the Authority may seek to recover the cost of maintenance and repair from the carrier/surety of the maintenance bond.

b. Payment bond.

- (1) A payment bond in form satisfactory to the Authority and issued by a carrier satisfactory to the Authority in an amount of one hundred (100%) percent of the actual construction cost of the water mains and appurtenances.
- (2) The Contractor Applicant will provide said payment bond to insure all labor and materials supplied for the construction and installation of the water mains and appurtenances have been fully paid, ensuring the Authority accepts such water mains and appurtenances without liens or encumbrances.
- (3) Said bond shall cover a period of twelve (12) months following completion of the installation of water mains and appurtenances.
- (4) The completion date shall be established as the date of acceptance of the work by resolution of the Authority.

c. The Authority may review and verify the actual construction cost of the mains and appurtenances. The actual cost will be used to determine the amount of the maintenance and payment bonds mentioned above, and for all other legal and administrative purposes. The actual cost shall include the furnishing and installing of the pipe, valves, hydrants, paving and other appurtenances required to be completed before the work is accepted by resolution of the Authority.

d. A statement, signed and sealed by the Applicants' engineer, that all work involved in the installation of water mains and appurtenances was completed in accordance with drawings approved by the Authority and in accordance with the Authority's specifications, that all valves, hydrants and appurtenances are in satisfactory operating condition and that the Applicants' engineer provided full time resident inspection of the work.

d. One (1) reproducible and electronic file AutoCad 2000 version on CD Rom or diskette record drawing, to a scale determined by the Authority, showing the constructed location of all mains with at least three readily identifiable

ties to all fittings, valves and services. The record drawing shall be marked "As-Built" and bear the seal and license number of the Applicants' engineer. The Applicants' engineer shall certify by seal and signature that he has measured or has supervised the measurement of all dimensions shown on the "As-Built" drawing.

- e. A cost estimate and bill of sale to the Authority for the water mains and appurtenances installed. A completed "Schedule of Inventory" shall be attached to bill of sale on the form provided by the Authority.
8. The Applicants shall notify the Authority when service is desired so that a meter can be installed. Meter installation will be in accordance with the provisions of Section 6.00 of the Authority's Tariff.
9. At the completion of all the work, labor and service as well as installation of all materials and after all the conditions hereinabove set forth are complied with to the satisfaction of the Authority, the Authority agrees to accept said water mains, hydrants, services, and other appurtenances.
10. Title to all water mains, hydrants, services, and appurtenances shall vest in the Authority and the Authority shall provide service to Applicants in the same manner as if the mains were originally installed by the Authority.
11. The Authority reserves the right at any time, without notice to shut off the water in its mains to make repairs, extensions or for other purposes, and it is expressly agreed that the Authority shall not be liable for deficiency or failure in the supply of water, water pressure or for any damage caused thereby or by the bursting or breaking of any main or service pipe or any attachment to the Authority's property, other than through the gross negligence of the Authority. All customers having boilers, hot water heaters, interior piping, etc. upon their premises depending upon the pressure in the Authority's pipes to keep them supplied are cautioned against danger of collapse or bursting and all such damage shall be borne exclusively by the customers.
12. In the interest of public health, the Authority will not permit its mains or services to be connected with any service pipe or piping which is connected with any source of water supply not approved by the Department of Health in the State of New York. In conformance with Part 5 of the New York State Sanitary Code, the Authority has implemented a Cross Connection Control Program and shall not permit its mains or service pipes to be connected in any way to any piping, tank, vat or other apparatus which contains liquids, chemicals, or any other matter which might flow back into the Authority's service pipe or mains and consequently endanger the water supply without the installation of a proper backflow prevention device as specified by the New York State Department of Health, at a location approved by the Authority. In conformance with Part 5 of the New York State Sanitary Code, the Customer shall install a backflow prevention device when required by the Authority.
13. It is mutually understood and agreed:

- a. The mains laid or to be laid pursuant to this Agreement shall be and remain the property of the Authority, its successors and assigns, and the Authority retains and shall have the right to extend any mains installed by it pursuant to the terms of the Agreement in or to other lands, streets or avenues, but Applicants shall not by reason thereof be entitled to any repayment.
- b. The water main and/or connection installed are to be used for only fire and domestic purposes and are to have no connection with any source of water supply not approved by the Department of Health of the State of New York, and the Erie County Water Authority.
- c. Any authorized representative of the Authority shall have free access to the premises of the Applicants at any reasonable time for the purpose of reading the meter or inspecting said construction.
- d. The Applicants agree to notify the Authority at the time of all tests, so that, if desired, the Authority may have a representative present. Such notification, however, need not be formal and written, but may be given by telephone to the principal office and place of business of the Authority.
- e. Violation by the Applicants of any of the conditions of this Agreement or of the Authority's rules, and so forth, shall terminate the same and the Authority may disconnect the pipe or shut off the supply of water.
- f. The Owner Applicant agrees to pay for services rendered under this Agreement the rates and charges under terms set forth in Service Classification No. 1 of the Authority's Tariff. If at any time the Owner Applicant elects to change the terms of this Agreement with respect to size of connection, this Agreement shall be modified accordingly, or a new Agreement shall be executed. The charges set forth in Service Classification No.1 of the Authority are subject to change from time to time as rates may be modified.
- g. Water through this connection and/or hydrants is to be supplied subject to the rights of public authorities to use water in the street mains through hydrants for fire purposes.
- h. Only a town, village or legally constituted water district is permitted to resell water supplied by the Authority except as provided in Section 11.05 of the Authority's Tariff.
- i. Water Service may be disconnected for any of the reasons enumerated in the Authority's Tariff.
- j. This extension shall be made in accordance with provisions of the Authority's Tariff.

14. This Main Extension Special Agreement constitutes the entire Agreement between

the parties and supersedes all prior or other agreements and representations, oral or in writing. Neither this Agreement nor any terms, covenant, provision or condition may be changed, waived, discharged or terminated orally or in any manner other than an instrument in writing executed and acknowledged by the party against whom the enforcement of the change, waiver, discharge or termination is sought.

- 15. All the terms, covenants, provisions, conditions and agreements hereinabove set forth or provided for shall be binding upon and ensure to the benefit of the parties hereto and their respective heirs, distributees, executors, administrators, successors and assigns.
- 16. The effective date of this Agreement is October, 17th 2024.
- 17. The Owner Applicant and Contractor Applicant must sign, execute and return this Agreement to the **Erie County Water Authority, Attn: Legal Department, 295 Main Street, Room 350, Buffalo, New York 14203** within six months of its effective date. If the Legal Department does not receive a fully executed Agreement within this six-month period, the Agreement will be considered null and void.

IN WITNESS WHEREOF, the parties acknowledge the terms and conditions of this Agreement and have duly caused their seals to be hereunto affixed and these presents to be signed by their duly authorized officers.

ALL SEASONS VM STORAGE, LLC.

VICTOR LIBERATORE JR., Member

MATT KOLO EXCAVATING, LLC

MATT KOLOZIEJCZAK, President

ERIE COUNTY WATER AUTHORITY

JEROME D. SCHAD, Chair

STATE OF NEW YORK)
) ss:
COUNTY OF ERIE)

On this day of , 2024, before me personally came, MATT KOLODZIEJCZAK, to me known, who being by me duly sworn, did depose and say that he resides at _____; that he is President of Matt Kolo Excavating, LLC, the corporation described in, and which executed, the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

Notary Public - State of New York

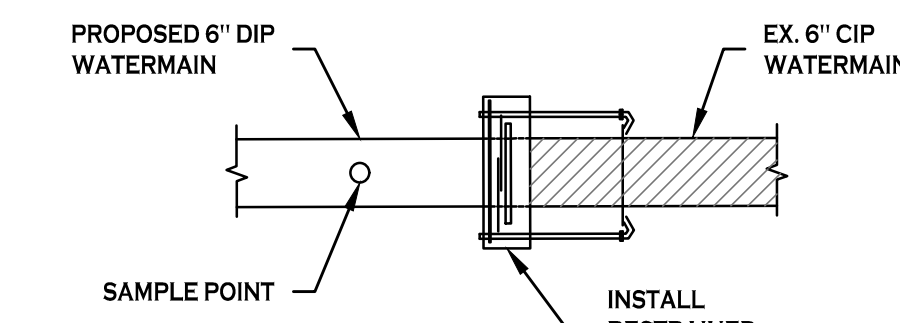
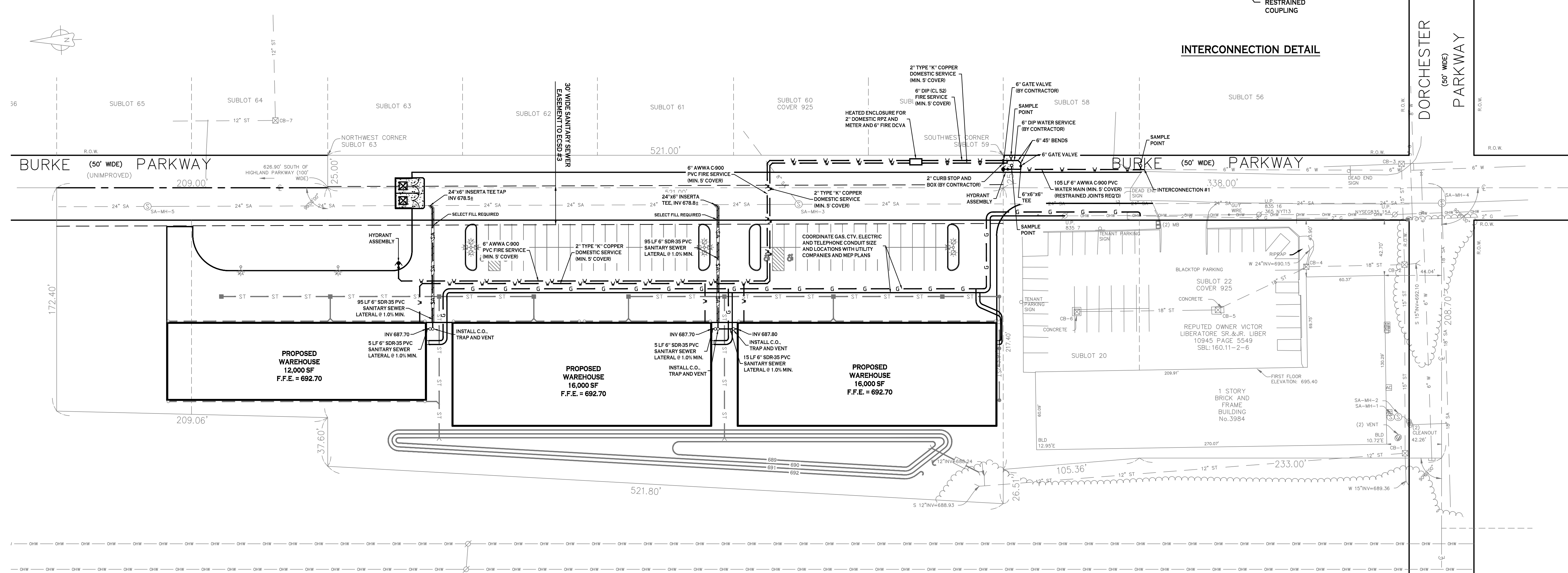
STATE OF NEW YORK)
) ss:
COUNTY OF ERIE)

On this 17 day of October, 2024, before me personally came JEROME D. SCHAD, to me known, who being by me duly sworn did depose and say that he resides in Amherst, New York, that he is the Chairman of the ERIE COUNTY WATER AUTHORITY, the corporation named in the foregoing indenture; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by a duly adopted resolution of the said Authority and that he signed his name thereto by like resolution.

Notary Public - State of New York

All rights reserved. None of these documents without the expressed written permission of CARMINA WOOD DESIGN is prohibited. Warning: It is a violation of article 45 of the ERIE COUNTY SHERIFFS ASSOCIATION AGREEMENT with the ERIE COUNTY SHERIFFS ASSOCIATION to alter this drawing. If altered such R.A., P.E. or L.L.S. shall affix his or her seal, signature, the date the alteration was made and a specific description of the alteration.

© CARMINA WOOD DESIGN



REPUTED OWNER
NIAGARA MOHAWK
POWER CORPORATION

UTILITY PLAN
SCALE: 1"=40'

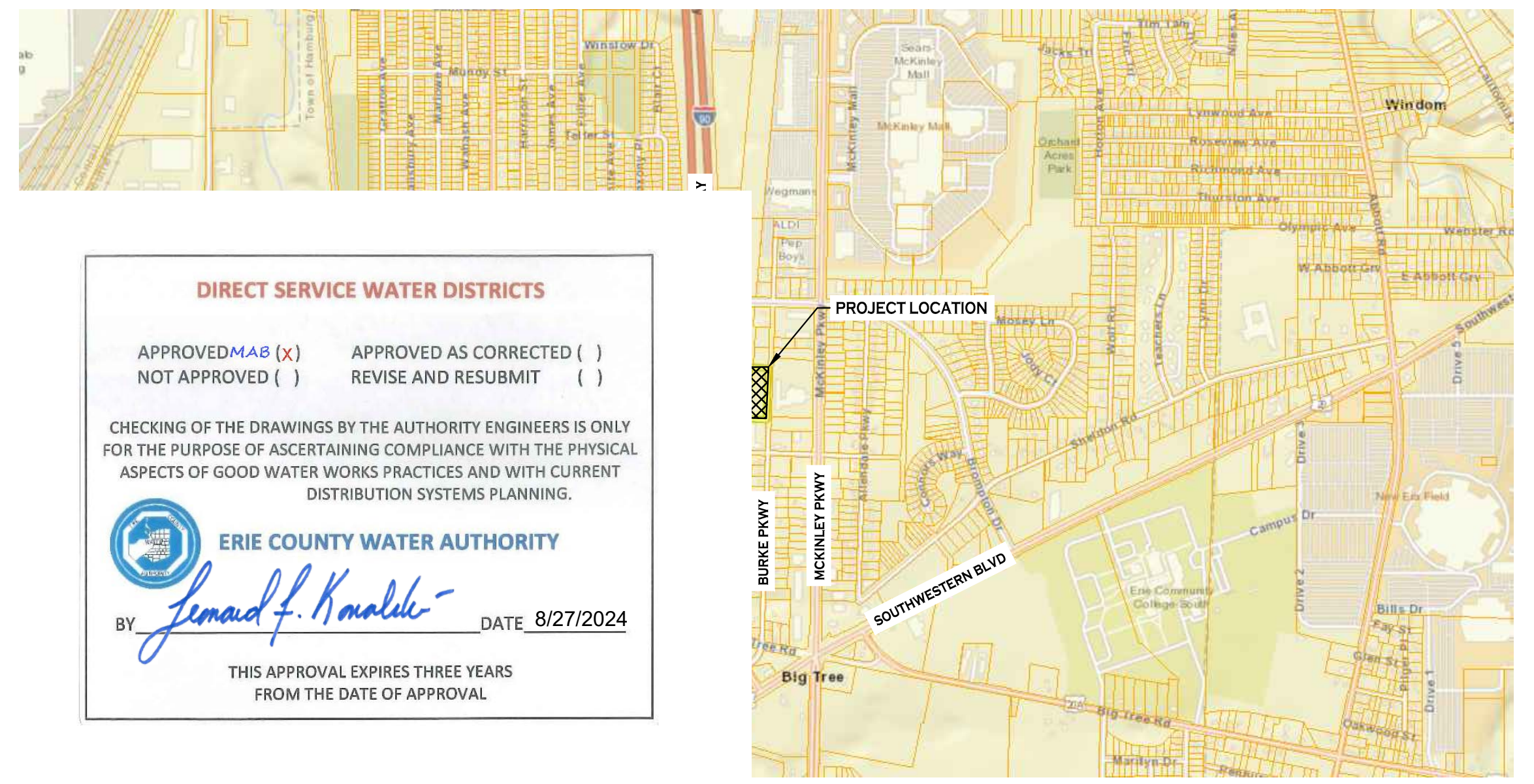
- NOTES:**
- ALL SANITARY SEWER CONSTRUCTION SHALL CONFORM TO ERIE COUNTY SEWER DISTRICT SPECIFICATIONS AND DETAILS, AND ERIE COUNTY DEPARTMENT OF HEALTH RULES AND REGULATIONS.
 - PRIOR STARTING ANY WORK ASSOCIATED WITH OR NEAR EXISTING SANITARY MANHOLES, THE CONTRACTOR SHALL MEET WITH THE ERIE COUNTY SEWER DISTRICT TO DISCUSS AND AGREE TO THE WORK.
 - FILL SHALL BE PLACED AND SATISFACTORILY COMPACTED PRIOR TO INSTALLATION OF UTILITIES, AND MUST BE APPROVED BY THE SUPERVISING PROJECT ENGINEER.
 - ALL OTHER REQUIRED PERMITS BY THE STATE OF NEW YORK, COUNTY OF ERIE AND TOWN OF HAMBURG ARE THE RESPONSIBILITY OF THE CONTRACTOR/DEVELOPER.

- DSM GENERAL NOTES:**
- "THE CONTRACTOR IS ADVISED A TRENCH SHIELD AND/OR SHORING DESIGNED IN ACCORDANCE WITH OSHA STANDARDS SHALL BE USED IN ALL OPEN TRENCH EXCAVATIONS".
 - "ANY CONTRACTOR AND/OR PLUMBER PERFORMING WORK IN A CONFINED SPACE (I.E. MANHOLES, WETWELLS, CHAMBERS) OWNED BY AN ERIE COUNTY SEWER DISTRICT, MUST CERTIFY TO THE COUNTY THAT THEY HAVE THEIR OWN CONFINED SPACE ENTRY PROGRAM THAT MEETS OR EXCEEDS OSHA'S REGULATIONS. CERTIFICATION MUST BE NOTARIZED BY A NOTARY PUBLIC".
 - CONSTRUCTION SHALL CONFORM TO THE RULES AND REGULATIONS FOR ERIE COUNTY SEWER DISTRICTS".
 - IF ANY PROPOSED SEWER LATERAL RUNS UNDER PAVED AREA AND HAS LESS THAN FOUR (4) FEET OF COVER, THEN CONCRETE ENCASUREMENT IS REQUIRED. ATTACH DETAIL NO. 6 TO PLANS. ON SITE PLAN AND PROFILE HATCHMARK AND/OR LABEL "CONCRETE ENCASUREMENT" IN AFFECTED AREAS.
OR
IF ANY PROPOSED SEWER LATERAL RUNS UNDER PAVED AREA AND HAS MORE THAN FOUR (4) FEET OF COVER, THEN ON SITE PLAN AND PROFILE HATCHMARK AND LABEL "SELECT FILL REQUIRED" IN AFFECTED AREAS.
 - THE CONTRACTOR MUST CONTACT THE DISTRICT OFFICE 48 HOURS IN ADVANCE OF CONSTRUCTION.
 - VENTS MUST BE INSTALLED SIX (6) INCHES ABOVE GRADE. IN A GRASSY AREA WITH A MUSHROOM CAP. IF THE VENT IS IN A SIDEWALK OR PAVED AREA, THEN PROTECT WITH BOLLARDS (3 MINIMUM).
 - CLEANOUTS (C.O.) ARE REQUIRED EVERY ONE HUNDRED FEET (100') AND AT CHANGE OF DIRECTION.
 - ABANDONED SANITARY SEWER CONNECTIONS FROM THE SITE, IF ANY, REQUIRE PROOF OF A DISTRICT PERMIT FOR DISCONNECTION PRIOR TO THE NEW CONNECTION BEING MADE.
 - REUSE OF EXISTING BUILDING SEWERS SHALL CONFORM TO THE RULES AND REGULATIONS FOR ECSD, ARTICLE III, SECTION 304.

PROPOSED UTILITY LEGEND

PROPOSED STORM SEWER	— ST —
PROPOSED SANITARY SEWER	— 6" SA —
PROPOSED WATERLINE	— 1" W —
PROPOSED CATCH BASIN	■ CB
PROPOSED YARD DRAIN	⊗ YD
PROPOSED MANHOLE	● MH
PROPOSED HYDRANT ASSEMBLY	⊙
PROPOSED GATE VALVE	⊗ GV

NOTE: FOR PROPOSED VALVE BOXES, CLEANOUTS, ETC., INSTALL A 3,000 PSI CONCRETE COLLAR AROUND THE ITEM AT GRADE. THE COLLAR SHALL BE A MINIMUM OF 6" WIDER, ON ALL SIDES, THAN THE BOX, CLEANOUT, ETC. THE COLLAR SHALL BE A MINIMUM OF 6" THICK.



DIRECT SERVICE WATER DISTRICTS

APPROVED (x) APPROVED AS CORRECTED ()
 NOT APPROVED () REVISE AND RESUBMIT ()

CHECKING OF THE DRAWINGS BY THE AUTHORITY ENGINEERS IS ONLY FOR THE PURPOSE OF ASCERTAINING COMPLIANCE WITH THE PHYSICAL ASPECTS OF GOOD WATER WORKS PRACTICES AND WITH CURRENT DISTRIBUTION SYSTEMS PLANNING.

ERIE COUNTY WATER AUTHORITY

BY *Jeanne F. Kowalik* DATE 8/27/2024

THIS APPROVAL EXPIRES THREE YEARS FROM THE DATE OF APPROVAL

LOCATION MAP
SCALE: N.T.S.

CARMINA WOOD DESIGN

111 Bain Street, Suite 332
Hamburg, NY 14240
Phone: (336) 937-9089

Warehouse Development
Burke Parkway
Hamburg, New York

REVISIONS:

No.	Description	Date
1	Per ECSDM Comments	12/01/23
2	Per ECWA Comments	8/19/24

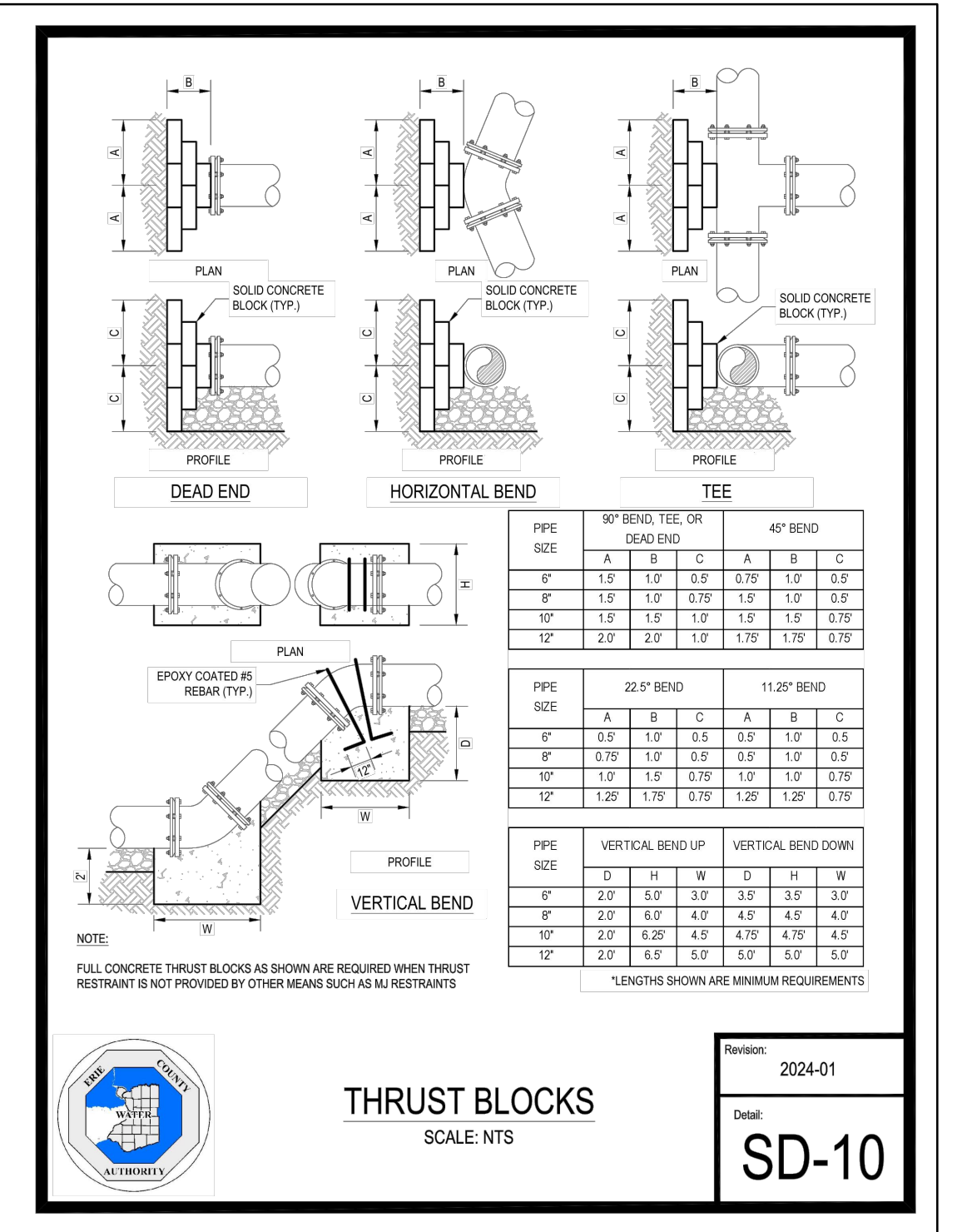
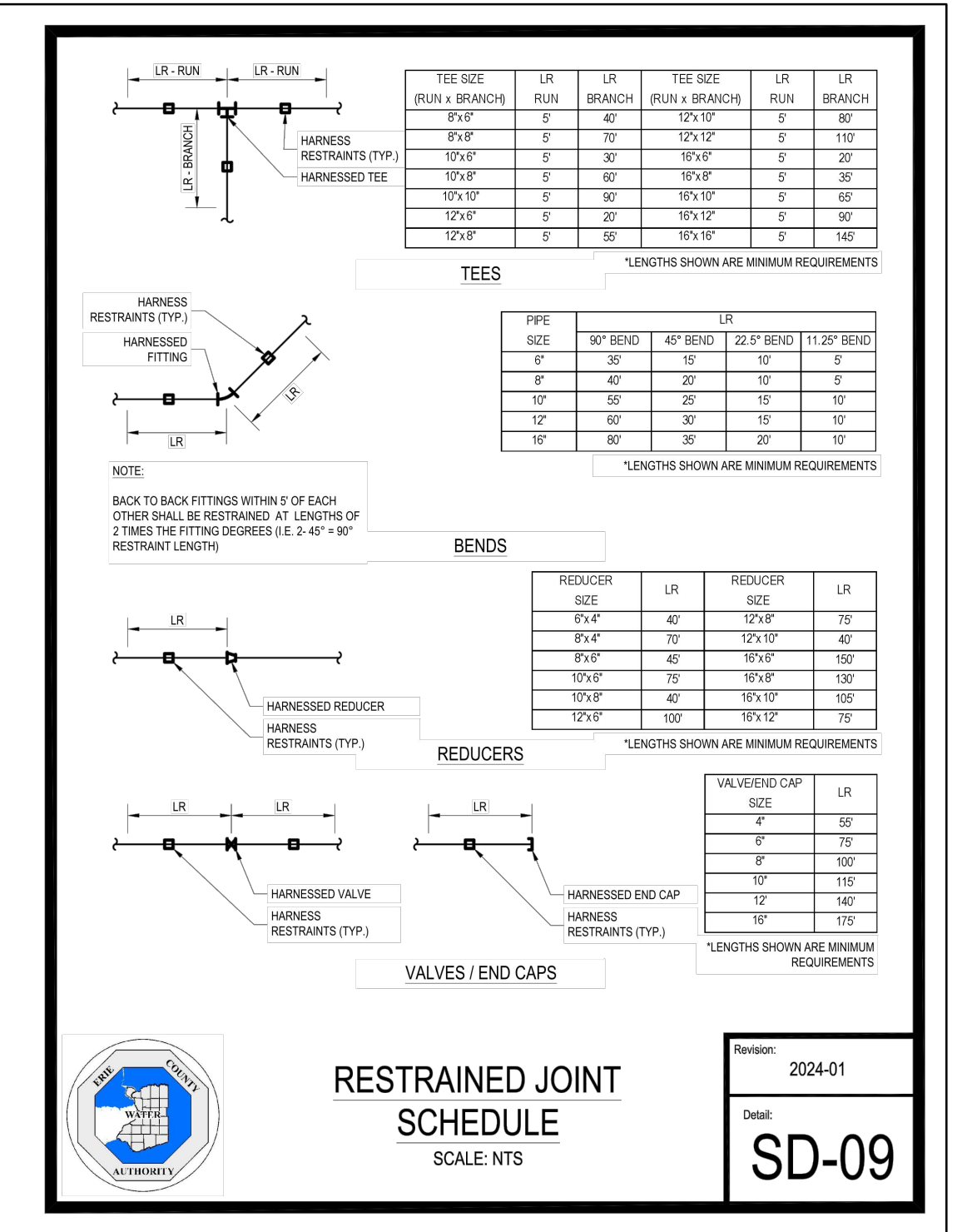
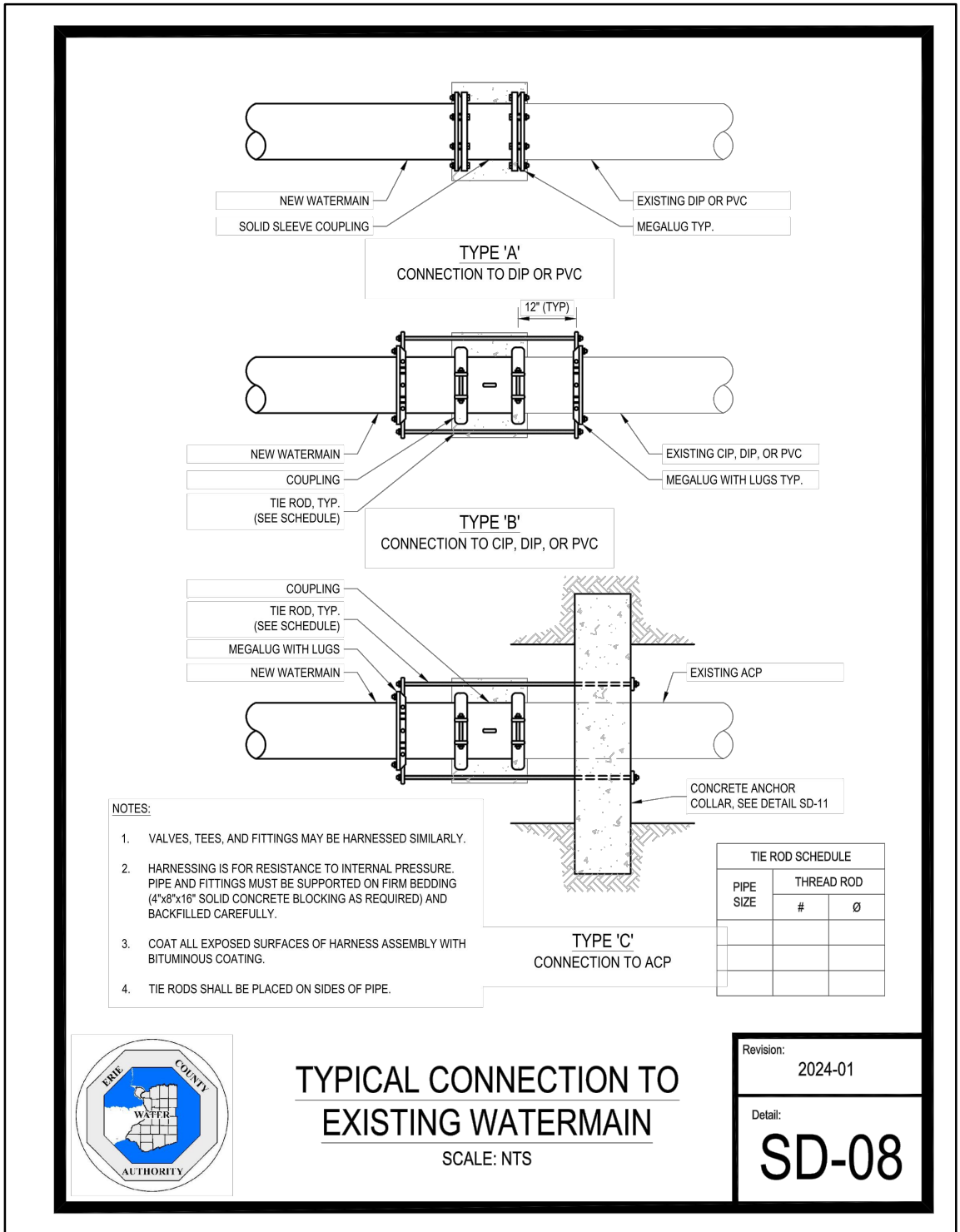
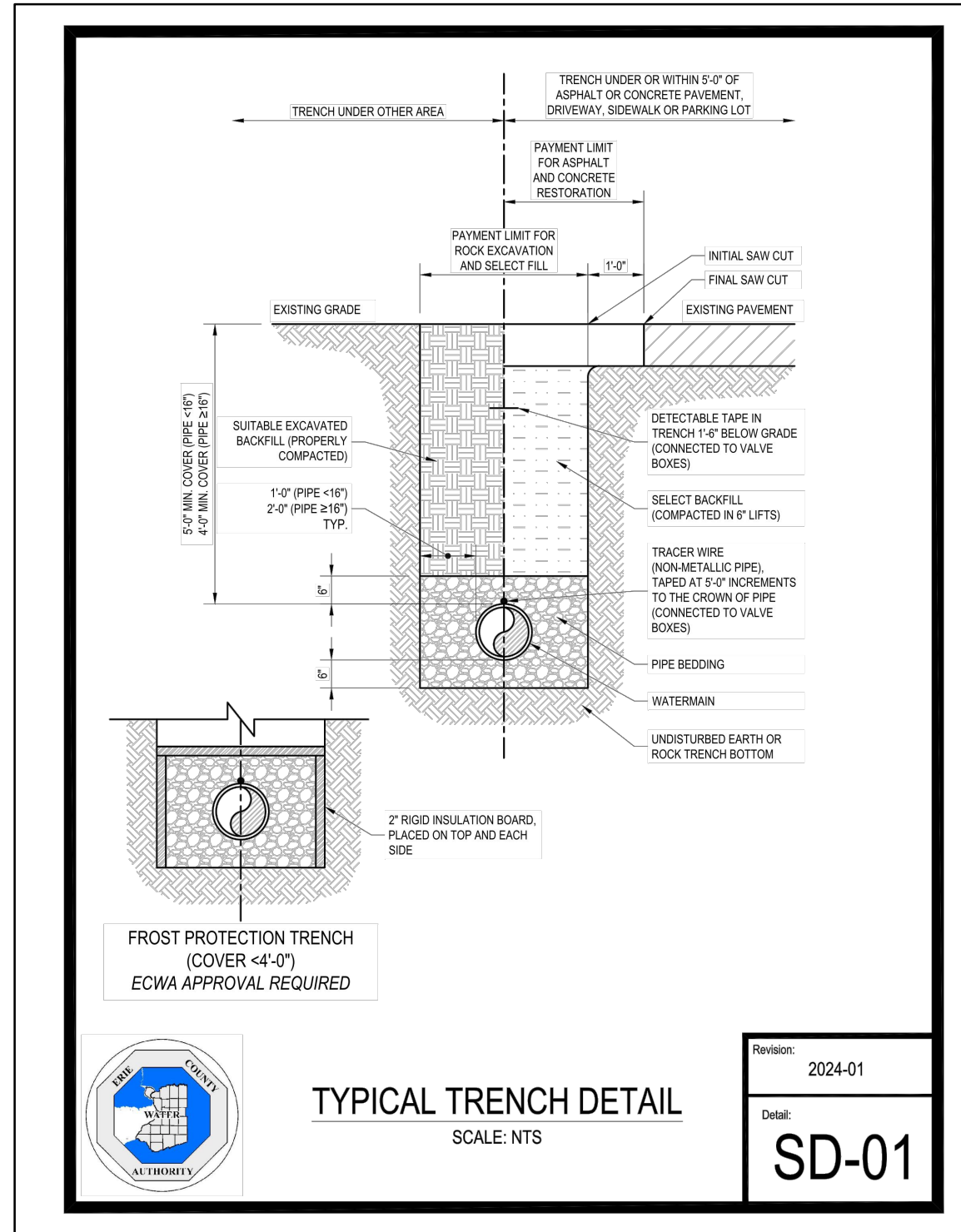


DRAWING NAME:
Utility Plan

DRAWING NO.:
C-400

Project No: 23-4066

Date: 10/26/23
 Drawn by: A. Pandolfe
 Scale: As Noted



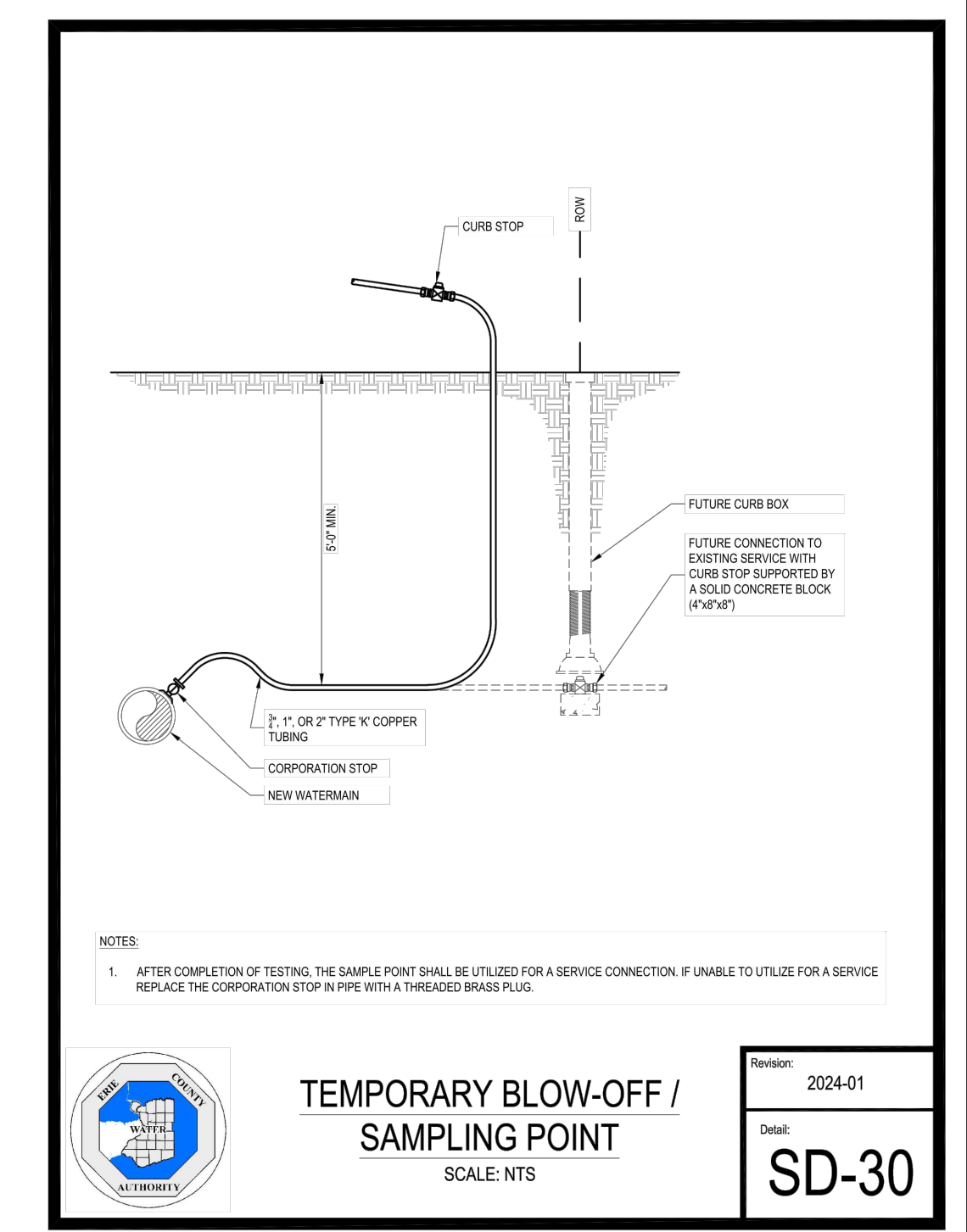
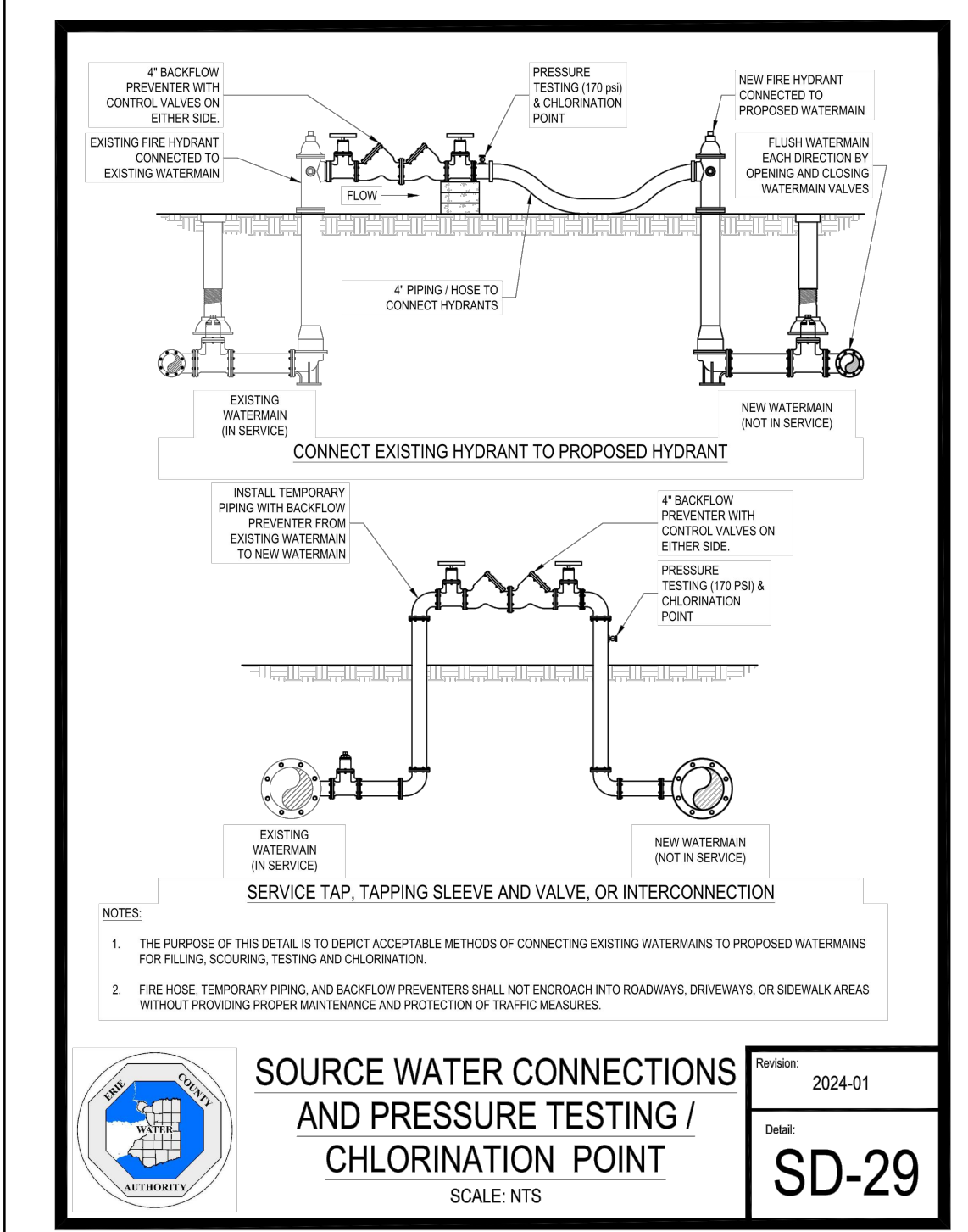
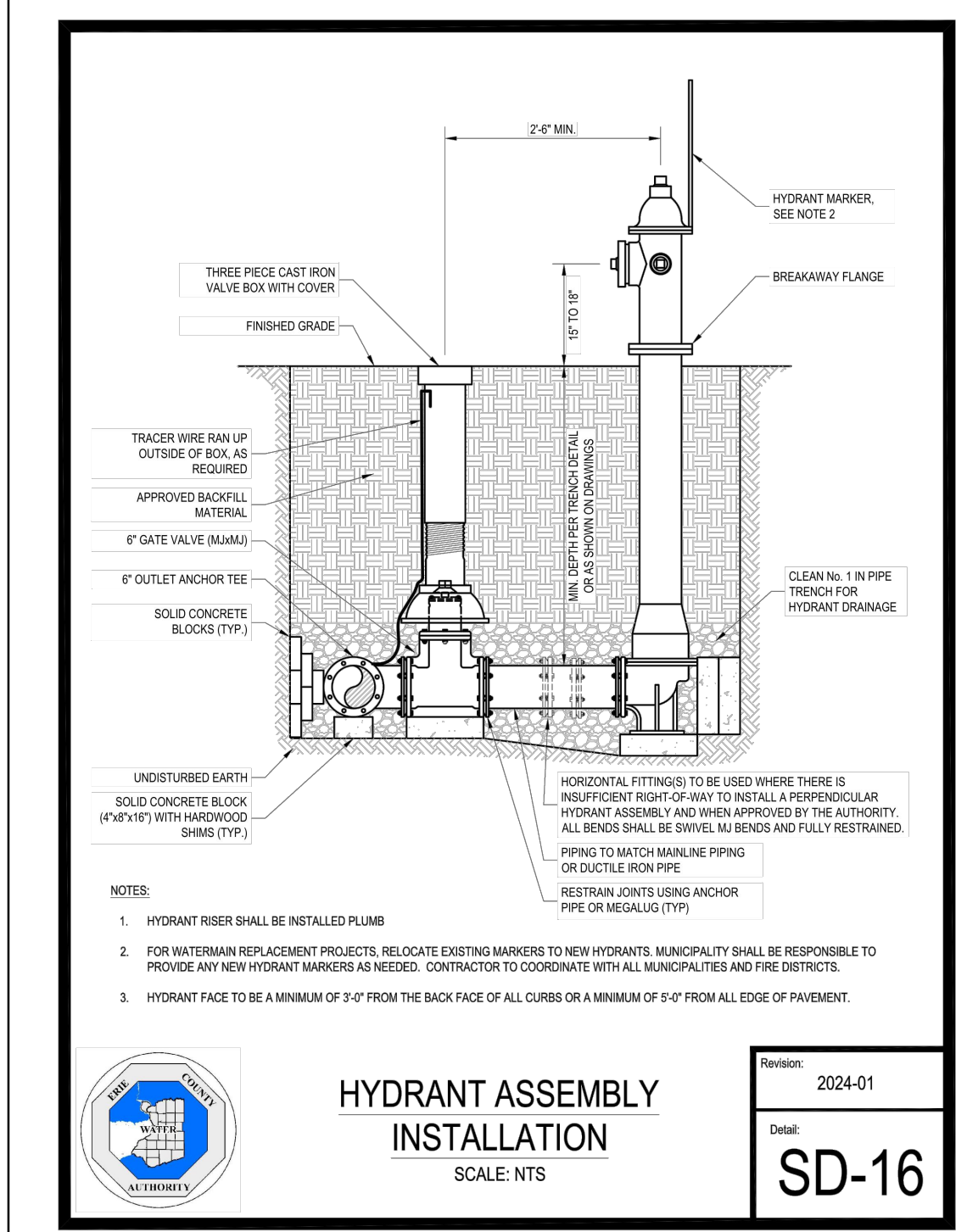
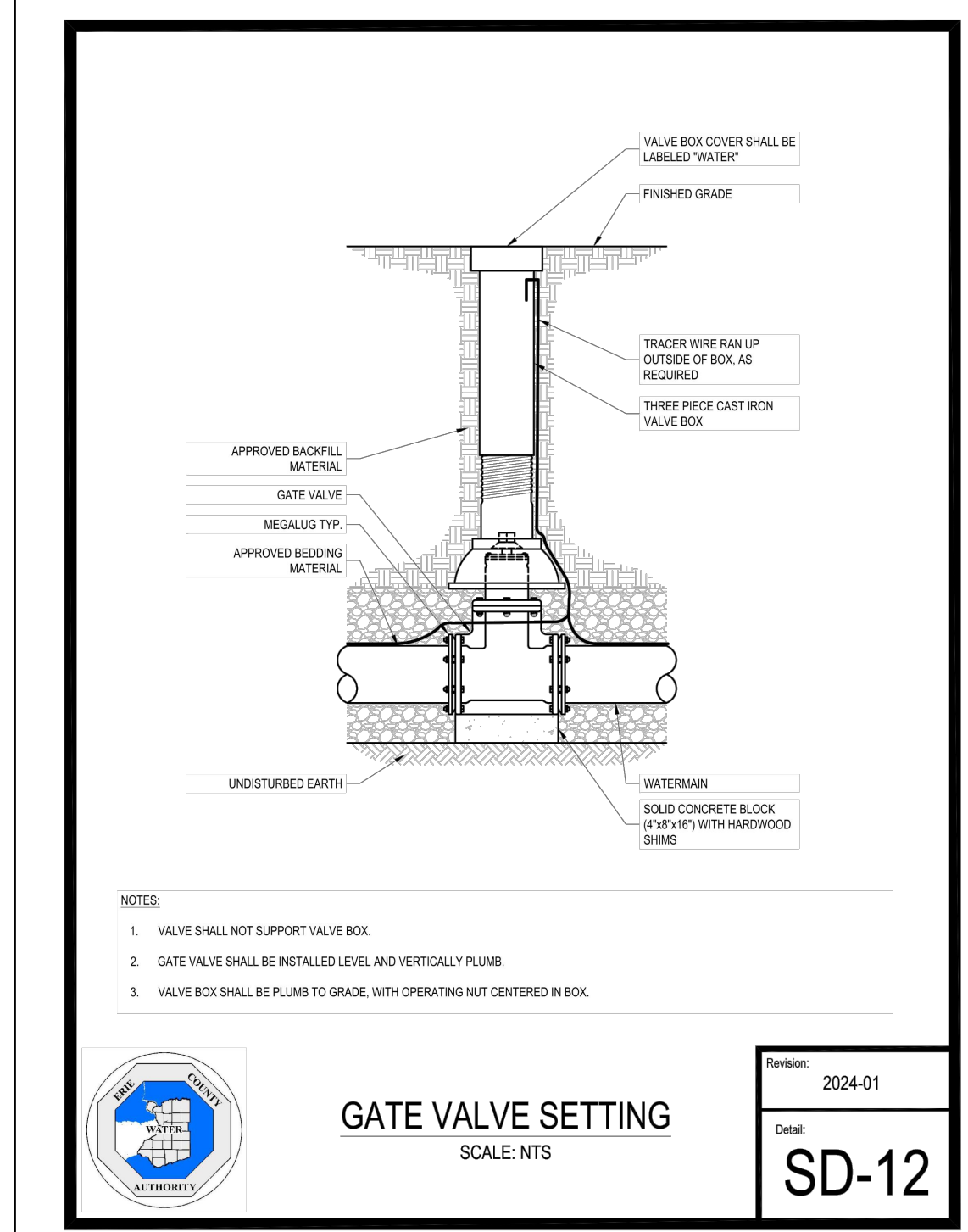
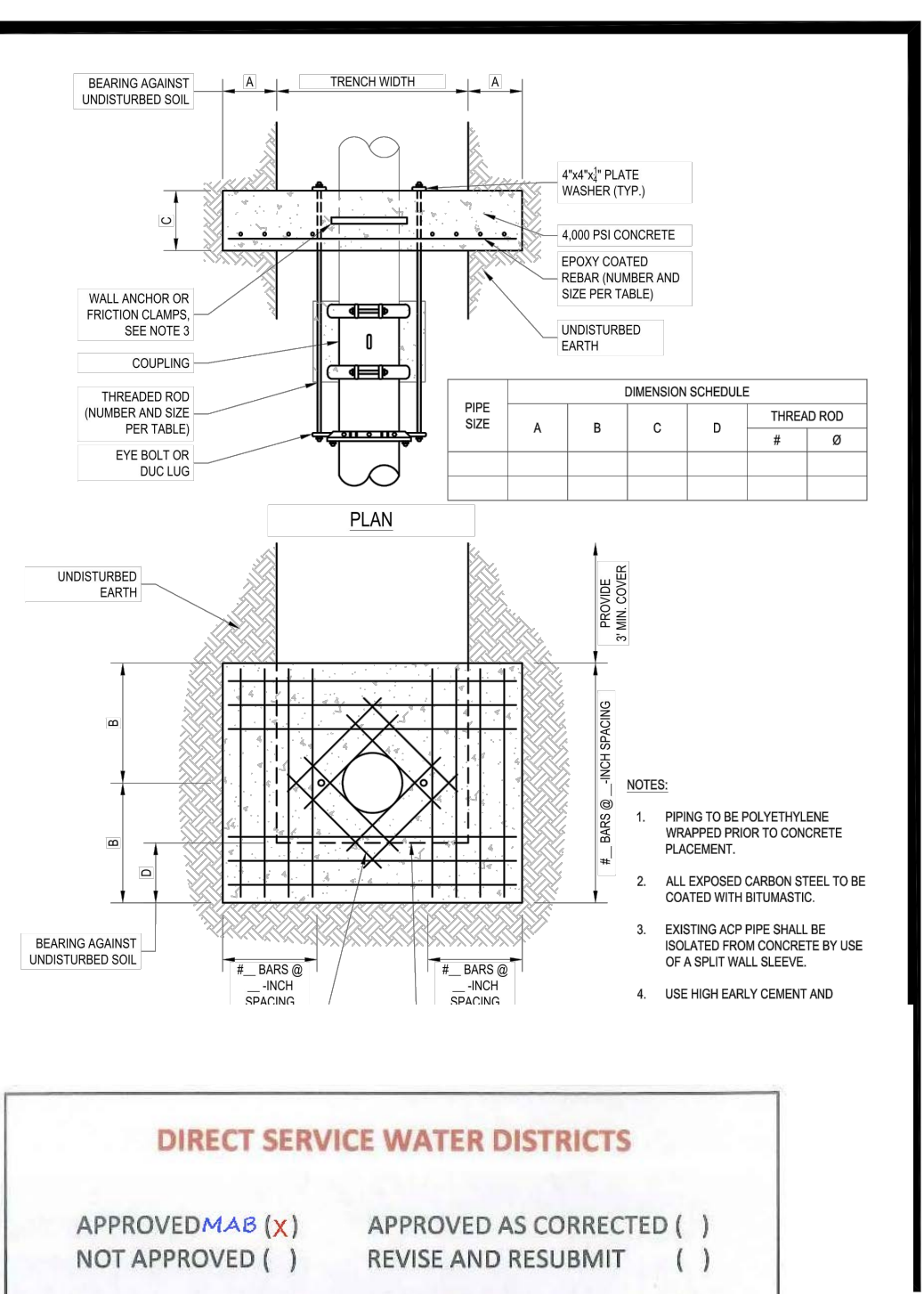
Revision No.	Description	Date
1	Per ECWA Comments	8/20/24



DRAWING NAME:
ECWA Details

Date: 10/26/23
 Drawn by: A. Pandolf
 Scale: As Noted

DRAWING NO.
C-403
 Project No: 23-4066



DIRECT SERVICE WATER DISTRICTS

APPROVED (x) NOT APPROVED ()

APPROVED AS CORRECTED () REVISE AND RESUBMIT ()

CHECKING OF THE DRAWINGS BY THE AUTHORITY ENGINEERS IS ONLY FOR THE PURPOSE OF ASCERTAINING COMPLIANCE WITH THE PHYSICAL ASPECTS OF GOOD WATER WORKS PRACTICES AND WITH CURRENT DISTRIBUTION SYSTEMS PLANNING.

ERIE COUNTY WATER AUTHORITY

BY *Samuel F. Kralick* DATE 8/27/2024

THIS APPROVAL EXPIRES THREE YEARS FROM THE DATE OF APPROVAL.