



ERIE COUNTY WATER AUTHORITY
INTEROFFICE MEMORANDUM

To: Jerome D. Schad, Chair
Peggy A. LaGree, Vice Chair
Michele M. Ianello, Treasurer

Cc: Terrence D. McCracken, Secretary to the Authority

From: Mark S. Carney, General Counsel

Date: March 7, 2025

Subject: Termination of Bell Atlantic Mobile Systems, d/b/a/Verizon Wireless
Wehrle Tank Lease (the "Lease")

The above referenced Lease originally entered into on March 9, 2004, and expired on April 6, 2024. After months of negotiations, the Erie County Water Authority and Verizon Wireless agreed to a lease extension and Amendment No.1 was executed on June 5, 2024, effective until January 30, 2025.

In accordance with Sections 16 and 17 of the Lease, Verizon performed the decommissioning removal of its cellular installation facilities pursuant to the Authority's required guidelines which was supervised and approved by ECWA's Risk Manager and Security Officer being satisfactorily completed.

The attached Termination Agreement fairly and accurately represents the mutual acknowledgement of the termination and has been signed by Verizon's authorized representative. It is recommended by the Legal Department that it be approved and executed by the Board.

**ERIE COUNTY WATER AUTHORITY
AUTHORIZATION FORM
For Approval/Execution of Board Meeting Documents**

Document Name: _____ **Project No.:** _____

Description: _____

Item Description:

Choose one:

Other: _____

Action Requested:

Choose one:

Other: _____

Approvals Required:

APPROVED AS TO CONTENT:

Chief Financial Officer _____ Date: 03/10/2025

Chief Operating Officer _____ Date: 03/07/2025

Claims Rep. – Risk Manager _____ Date: 3/7/2025

Comptroller _____ Date: _____

Director of Administration _____ Date: _____

Director of Distribution _____ Date: _____

Director of Human Resources _____ Date: _____

Director of IT _____ Date: _____

Director of Production _____ Date: _____

Director of Water Quality _____ Date: _____

Executive Engineer _____ Date: 3/10/2025

General Counsel (Legal) _____ Date: 3/7/2025

Other: _____ Date: _____

APPROVED FOR BOARD RESOLUTION:

Secretary to the Authority _____ Date: 03/10/2025

Remarks: _____

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

TERMINATION AGREEMENT

THIS TERMINATION AGREEMENT (“Termination Agreement”) is made as of the date it is fully executed, as indicated by the date stated under the signature of the last party to execute the Termination Agreement, between ERIE COUNTY WATER AUTHORITY (“Landlord”) and BELL ATLANTIC MOBILE SYSTEMS LLC, d/b/a Verizon Wireless (“Tenant”).

WITNESSETH

WHEREAS, pursuant to that certain Lease dated March 9, 2004 (“Lease”), Landlord leased to Tenant certain premises more fully described therein (the “Premises”); and

WHEREAS, Landlord and Tenant desire to terminate the Lease.

NOW, THEREFORE, in consideration of the agreements and undertakings of Landlord and Tenant set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. Definitions. Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Lease.

2. Termination Date. Notwithstanding anything else to the contrary, the Term is hereby amended so that the Lease shall automatically terminate effective as of January 30, 2025. This Termination Agreement shall become effective upon Landlord’s receipt of the holdover payment of fifteen thousand dollars (\$15,000).

3. Release. Landlord (for itself and its successors and assigns and each of its partnerships, corporations or other persons, entities or enterprises owned by, related to or affiliated with Landlord and their respective successors and assigns) hereby RELEASES, ACQUITS, AND FOREVER DISCHARGES Tenant and all partnerships, corporations and other persons, entities or enterprises owned by, related to or affiliated with Tenant or their respective successors, assigns, representatives, employees, agents, directors and officers from any and all claims, demands, actions, causes of action, liabilities, debts or obligations, of any kind or nature whatsoever, whether known or unknown, Landlord may now or hereafter have arising under, related to or associated with the Lease and/or the Premises.

4. Successors and Assigns. This Termination Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

5. Counterparts. This Termination Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.



6. No Third-Party Beneficiaries. With the exception of the parties to this Termination Agreement (and those persons, entities and enterprises described in Section 3 hereof), the parties do not intend to confer, and there shall not exist, any right on the part of any person, entity or enterprise to claim any right, remedy or benefit under this Termination Agreement.

7. Headings. The headings of the sections of this Termination Agreement are inserted for convenience only and shall not be deemed to constitute part of this Termination Agreement or to affect the construction hereof.

8. Authority. Each party hereby represents and warrants to the other party that such party has the full power and authority to execute and deliver this Termination Agreement and to perform hereunder without the necessity of any act or consent of any other person, entity or enterprise.

9. Severability. Any term or provision of this Termination Agreement which is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Termination Agreement or affecting the validity or enforceability of any of the terms or provisions of this Termination Agreement in any other jurisdiction. If any provision of this Termination Agreement is so broad as to be unenforceable, the provision shall be interpreted to be only so broad as is enforceable.

10. Choice of Law. This Termination Agreement shall be governed by and construed in accordance with the laws of the state where the Premises is located, without regard to its conflict of law principles.

11. Entire Agreement. This Termination Agreement is the complete and entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings (whether written or oral) with respect to the subject matter hereof.

12. Amendments. The terms and conditions of this Termination Agreement may be amended or waived only in a writing executed by duly authorized representatives of the parties hereto.

[The remainder of this page is intentionally left blank.]



IN WITNESS WHEREOF, this Termination Agreement is made as of the date last written below.

Landlord:

ERIE COUNTY WATER AUTHORITY

By: _____

Name: _____

Title: _____

Date: _____

Tenant:

BELL ATLANTIC MOBILE SYSTEMS LLC

d/b/a Verizon Wireless

By: _____

Name: _____

Title: _____

Date: _____

