



ERIE COUNTY WATER AUTHORITY

INTEROFFICE MEMORANDUM

February 5th 2024

To: Terrence D. McCracken, Secretary to the Authority

From: Dave Aubertine, Director IT & Cybersecurity *DWA*

Subject: Spectrum Internet Services Contract

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

- Clark St. Station 4907 Clark St., Hamburg
- Emery Tank and Station, 1797 Center St., Aurora
- Jewett-Holmwood Station Jewett-Holmwood Rd., Orchard Park
- Pleasantview Tank 16 Pleasantview Dr., Lancaster

The bandwidth requirements for these sites will be the same as other sites with similar requirements under current contract (\$1,000.00 MRC per site) bringing the total MRC on the new contract to \$4,000.00. There are additional one-time construction fees related to the installation of the new service at the four remote locations totaling more than \$100,000. Spectrum has advised that if the new service contract is signed for a 5-year duration, the construction costs will be waived in full. The pricing is all on NYS contract. The budget line is Unit 8525, line 23 (O&M)

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

Budget Information:

Unit: 8525
O&M Item 23 Telephone

DWA:
cc:
C. Eaton
J. Tomaka
L Kowalski
L.Lester,
T. McCracken
M. Carney

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

Contract: Spectrum Data Services **Project No.:** N/A
Project Description: New Point-to-point circuits from Spectrum to support connectivity for security camera at 4 additional ECWA locations

Item Description:



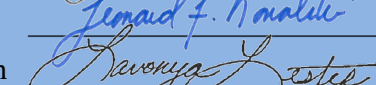




- | | | | |
|---------------------------------------------------------------|--------------------------------------------------------|--------------------------------------------------------|---------------------------------------|
| <input checked="" type="checkbox"/> Agreement | <input type="checkbox"/> Professional Service Contract | <input type="checkbox"/> Amendment | <input type="checkbox"/> Change Order |
| <input type="checkbox"/> BCD | <input type="checkbox"/> NYSDOT Agreement | <input checked="" type="checkbox"/> Contract Documents | <input type="checkbox"/> Addendum |
| <input type="checkbox"/> Recommendation for Award of Contract | <input type="checkbox"/> Recommendation to Reject Bids | | |
| <input type="checkbox"/> Request for Proposals | | | |
| <input type="checkbox"/> Other _____ | | | |

Action Requested:

- | | |
|-------------------------------------------------------------------------------|----------------------------------------------------------------------|
| <input checked="" type="checkbox"/> Board Authorization to Execute | <input type="checkbox"/> Legal Approval |
| <input type="checkbox"/> Board Authorization to Award | <input checked="" type="checkbox"/> Execution by the Chairman |
| <input type="checkbox"/> Board Authorization to Advertise for Bids | <input type="checkbox"/> Execution by the Secretary to the Authority |
| <input type="checkbox"/> Board Authorization to Solicit Request for Proposals | |
| <input type="checkbox"/> Other _____ | |

Approvals Needed:

APPROVED AS TO CONTENT:

- | | | |
|----------------------------------------------------------------|--------------------------------------------------------------------------------------|-------------------------|
| <input checked="" type="checkbox"/> Other (if Applicable) |  | Date: <u>02/02/24</u> |
| <input checked="" type="checkbox"/> Chief Operating Officer |  | Date: <u>02/07/2024</u> |
| <input checked="" type="checkbox"/> Executive Engineer |  | Date: <u>2/9/2024</u> |
| <input checked="" type="checkbox"/> Director of Administration |  | Date: <u>02/12/2024</u> |
| <input checked="" type="checkbox"/> Risk Manager |  | Date: <u>02/07/2024</u> |
| <input checked="" type="checkbox"/> Chief Financial Officer |  | Date: <u>02/09/2024</u> |
| <input checked="" type="checkbox"/> Legal |  | Date: <u>2/7/2024</u> |

APPROVED FOR BOARD RESOLUTION:

- | | | |
|----------------------------------------------------------------|--------------------------------------------------------------------------------------|------------------------|
| <input checked="" type="checkbox"/> Secretary to the Authority |  | Date: <u>2/12/2024</u> |
|----------------------------------------------------------------|--------------------------------------------------------------------------------------|------------------------|

Remarks: Installation of 4 new 200mb EPL circuits at NYS Contract price (\$1,000.00 per circuit, 4 circuits for a monthly total of \$4,000.00)

Resolution Date: 2/22/24

Item No: _____



Service Proposal -
(4) New EPL Circuits

Proposal Date:
1/29/24



Erie County
Water Authority

Four new 200Mb EPL circuits

A Location (HUB)	Z Location	Bandwidth	60M Term	Install cost
1201 Sweet Home Rd, Amherst	16 Pleasantview, Lancaster	200Mb	\$ 1,000.00	\$ -
1201 Sweet Home Rd, Amherst	1797 Center St, East Aurora	200Mb	\$ 1,000.00	\$ -
1201 Sweet Home Rd, Amherst	4907 Clark St, Hamburg	200Mb	\$ 1,000.00	\$ -
1201 Sweet Home Rd, Amherst	7165 Jewett Holmwood Rd, Orchard Park	200Mb	\$ 1,000.00	\$ -
Total			\$ 4,000.00	\$ -

Prepared By:

John N Taylor
Major Account Manager,
Gov/Ed

John.Taylor@charter.com

(716) 558-8031

Spectrum Enterprise

Ethernet Service Level Agreement

This document outlines the Service Level Agreement (“SLA”) for fiber-based Spectrum Enterprise Ethernet Service and Spectrum Enterprise Cloud Connect Service (individually the “Service” and collectively the “Services”). Capitalized words used, but not defined herein, shall have the meanings given to them in the Agreement.

This SLA is a part of, and hereby incorporated by reference into the Spectrum Enterprise Service Agreement (including the terms and conditions, attachments, and Service Orders described therein, the “Agreement”). To the extent any provision of this SLA conflicts with the Agreement, this SLA shall control. Performance tier goals (“SLA Targets”) are set forth in the table(s) below.

Ethernet Services SLA Targets presented below are measured end to end (i.e. from any two applicable Customer’s edge or network interface devices at the Service Location) at the individual circuit or service level, and any applicable credits are issued for the affected circuit or service (the “Affected Service”).

The Cloud Connect Service SLA Target for Availability is measured between Spectrum Enterprise’s network interface device (NID) located at the Customer location and the point of physical handoff of the Service to the Cloud Service Provider (the “Gateway Point”).

I. SLA Targets for Ethernet and Cloud Connect Services:

Spectrum Enterprise Ethernet Services SLAs			
Performance Tier	Metro ¹	Regional ¹	National ^{1,2}
Miles ³	0 - 155	>155 - 746	> 746
Kilometers ³	0 - 250	>250 - 1200	> 1200
Latency	≤ 10ms	≤ 25ms	≤ 60ms
Jitter	≤ 2ms	≤ 4ms	≤ 8ms
Frame Loss	≤ 0.01%	≤ 0.01%	≤ 0.01%
Availability	≥ 99.99%	≥ 99.99%	≥ 99.99%
MTTR	4 hrs.	4 hrs.	4 hrs.

¹ “Metro”, “Regional”, and “National” includes circuits that are provided by Spectrum Enterprise to Service Locations directly from the Spectrum Enterprise Network.

² “National” also includes all circuits provided by third party service providers, regardless of distance.

³ Miles and Kilometers are measured by fiber router miles.

Spectrum Enterprise Cloud Connect Gateway Point SLAs	
Availability	≥ 99.99%

II. Priority Classification:

“Excluded Disruptions” means (i) planned outages, (ii) routine or urgent maintenance, (iii) time when Spectrum Enterprise is unable to gain access to Customer’s premises to troubleshoot, repair or replace equipment or the Service, (iv) service problems resulting from acts of omissions of Customer or Customer’s representatives or agents, (v) Customer equipment failures, (vi) Customer is not prepared to release the Service for testing, and (vii) Force Majeure Events. Notwithstanding anything to the contrary in the Agreement, any service issues beyond the connectivity to the Cloud Service Provider is not covered by this SLA.

A “Service Disruption” is defined as an outage, disruption, or severe degradation, other than an Excluded Disruption, that interferes with the ability of a Spectrum Enterprise network hub to transmit and receive network traffic between Customer’s A and Z Service Locations. The Service Disruption period begins when Customer reports a Service Disruption using Spectrum Enterprise’s trouble ticketing system by contacting Customer Care, Spectrum Enterprise acknowledges receipt of such trouble ticket, Spectrum Enterprise validates that the Service is affected, and Customer releases the Service for testing. The Service Disruption ends when the affected Service has been restored.

“Service Degradation” means a degradation of the Service that is not a Service Disruption or a result of an Excluded Disruption, such as failure of the Service to achieve the SLA Targets for Latency / Frame Delay, Jitter / Frame Delay Variation, or Packet / Frame.

Spectrum Enterprise will classify Service problems as follows:

Priority	Criteria
Priority 1	<ul style="list-style-type: none"> Service Disruption resulting in a total loss of Service; or Service Degradation to the point where Customer is unable to use the Service and is prepared to release it for immediate testing (each a “Priority 1 Outage”).
Priority 2	<ul style="list-style-type: none"> Service Degradation where Customer is able to use the Service and is not prepared to release it for immediate testing.
Priority 3	<ul style="list-style-type: none"> A service problem that does not impact the Service; or A single non-circuit specific quality of Service inquiry.

III. Service Availability:

“Service Availability” is calculated as the total number of minutes in a calendar month less the number of minutes that the Service is unavailable due to a Priority 1 Outage (“Downtime”), divided by the total number of minutes in a calendar month.

The following table contains examples of the percentage of Service Availability translated into minutes of Downtime for the 99.99% Service Availability Target:

Percentage by Days Per Month	Total Minutes / Month	Downtime Minutes
99.99% for 31 Days	44,640	4.5
99.99% for 30 Days	43,200	4.3
99.99% for 29 Days	41,760	4.2
99.99% for 28 Days	40,320	4

IV. Mean Time to Restore (MTTR):

The MTTR measurement for Priority 1 Outages is the average time to restore Priority 1 Outages during a calendar month calculated as the cumulative length of time it takes Spectrum Enterprise to restore a Service following a Priority 1 Outage in a calendar month divided by the corresponding number of trouble tickets for Priority 1 Outages opened during the calendar month for the Service.

MTTR per calendar month is calculated as follows:

$$\frac{\text{Cumulative length of time to restore Priority 1 Outage(s) per Service}}{\text{Total number of Priority 1 Outage trouble tickets per Service}}$$

V. Latency / Frame Delay:

Latency or Frame Delay is the average roundtrip network delay, measured every 5 minutes during a calendar month, unless measurement is not possible as a result of an Excluded Disruption, to adequately determine a consistent average monthly performance level for frame delay for each Service. The roundtrip delay is expressed in milliseconds (ms).

Latency / Frame Delay is calculated as follows:

$$\frac{\text{Sum of the roundtrip delay measurements for a Service}}{\text{Total \# of measurements for a Service}}$$

VI. Packet Loss / Frame Loss Ratio:

Packet Loss or Frame Loss Ratio is defined as the percentage of frames that are not successfully received compared to the total frames that are sent in a calendar month, except where any packet or frame loss is the result of an Excluded Disruption. The percentage calculation is based on frames that are transmitted from a network origination point and received at a network destination point.

Packet Loss / Frame Loss Ratio is calculated as follows:

$$\text{Packet Loss / Frame Loss (\%)} = 100 (\%) - \text{Frames Received}$$

VII. Jitter / Frame Delay Variation:

Jitter or Frame Delay Variation is defined as the variation in delay for two consecutive frames that are transmitted (one-way) from a network origination point and received at a network destination point. Spectrum Enterprise measures a sample set of frames every 5 minutes during a calendar month, unless measurement is not possible as a result of an Excluded Disruption, and determines the average delay between consecutive frames within each sample set. The monthly Jitter / Frame Delay Variation is calculated as the average of all of the frame delay variation measurements during such calendar month and is expressed in milliseconds (ms).

$$\frac{\text{Sum of the Frame Delay Variation measurements for a Service}}{\text{Total \# of measurements for a Service}}$$

VIII. Network Maintenance:

Maintenance Notice:

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

Maintenance Windows:

Routine maintenance may be performed Monday – Friday 12 a.m. – 6 a.m. Local Time.

IX. Remedies Service Credit:

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

Service Availability	Mean Time To Restore (“MTTR”)		Latency / Frame Delay (Roundtrip)	Jitter / Frame Delay Variation	Packet / Frame Loss
30%	> 4 hours ≤ 7:59:59 hours	4%	5%	5%	5%
	> 8 hours	10%			

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

X. Chronic Priority 1 Outages:

If Customer experiences and reports three (3) separate Priority 1 Outages where the Downtime exceeds four (4) hours during each Priority 1 Outage within three (3) consecutive calendar months, then Customer may terminate the Affected Service without charge or liability by providing at least thirty (30) days written notice to Spectrum Enterprise; provided, however, that (i) Customer may only terminate the Affected Service; (ii) Customer must exercise its right to terminate the Affected Service by providing written notice to Spectrum Enterprise within thirty (30) days after the event giving rise to Customer’s termination right; (iii) Customer shall have paid Spectrum Enterprise all amounts due at the time of such termination for all Services provided by Spectrum Enterprise pursuant to the Agreement, and (iv) the foregoing termination right provides the sole and exclusive remedy of Customer and the sole and exclusive liability of Spectrum Enterprise for chronic Priority 1 Outages and Customer shall not be eligible for any additional credits. Termination will be effective forty-five (45) days after Spectrum Enterprise’s receipt of such written notice of termination.



Ethernet Intrastate-Only Traffic Certification

Customer Name (Legal Entity): ERIE COUNTY WATER AUTHORITY '
Billing Address: *****0337
3030 Union Rd
Cheektowaga NY 14227

Charter Communications Operating, LLC and its subsidiaries providing the Services (“Spectrum”), presumes that more than 10% of the traffic carried on the WAN/Ethernet services that we provide to you over any circuit will be interstate in nature, and that therefore by Federal Communications Commission regulation each such circuit must be treated as jurisdictionally interstate in its entirety. If you expect that **10% or less** of the traffic to be carried over any circuit will be **interstate** in nature, please complete the certification form below to identify the relevant circuit(s) and specify the expected jurisdictional allocation of your traffic associated with such circuit(s). Please note that all Internet-related traffic is presumptively interstate. Also, please note that **you must provide this certification annually and whenever there is a material change in the actual or expected jurisdictional nature of your traffic.** In the event that you fail to provide this certification in accordance with procedures specified by Spectrum, Spectrum reserves the right to again presume that more than 10% of the traffic carried over each circuit is interstate in nature and calculate the fees applicable to that usage accordingly.

CERTIFICATION

I certify that the traffic carried by Spectrum in its provision of WAN/Ethernet services on the circuits **listed on the attached Service Order** is jurisdictionally intrastate and **will contain no more than 10% interstate traffic.**

(Authorized Customer Signature) (Date Signed)

(Printed Name) (Title)

Authorized Customer Contact Information:

Phone: (716) 685-8210 Email: daubertine@ecwa.org



SERVICE ORDER

THIS SERVICE ORDER ("Service Order"), is executed and effective upon the date of the signature set forth in the signature block below ("Effective Date") and is by and between Charter Communications Operating, LLC on behalf of those operating subsidiaries providing the Service(s) hereunder ("Spectrum") and Customer (as shown below) and is governed by and subject to the Spectrum Enterprise Commercial Terms of Service posted to the Spectrum Enterprise website, <https://enterprise.spectrum.com/> (or successor url) or, if applicable, an existing services agreement mutually executed by the parties (each, as appropriate, a "Service Agreement"). Except as specifically modified herein, all other terms and conditions of the Service Agreement shall remain unamended and in full force and effect.

Spectrum Enterprise Contact Information	
Contact: John Taylor	
Telephone: 7165588031	
Email: john.taylor@charter.com	

Customer Information		
Customer Name ERIE COUNTY WATER AUTHORITY '	Order # 14119047	
Address 3030 Union Rd Cheektowaga NY 14227		
Telephone (716) 685-8210	Email: daubertine@ecwa.org	
Contact Name Dave Aubertine	Telephone (716) 685-8210	Email: daubertine@ecwa.org
Billing Address 3030 Union Rd Cheektowaga NY 14227		
Billing Contact Name	Telephone	Email:

NEW AND REVISED SERVICES AT 16 Pleasant View Dr , Lancaster NY 14086				
Service Description	Order Term	Quantity	Monthly Recurring Charge(s)	Total Monthly Recurring Charge(s)
EPL 200Mbps	60 Months	1	\$500.00	\$500.00
Spoke	60 Months	1	\$0.00	\$0.00
TOTAL*				\$500.00

NEW AND REVISED SERVICES AT 7165 Jewett Holmwood Rd , Orchard Park NY 14127				
Service Description	Order Term	Quantity	Monthly Recurring Charge(s)	Total Monthly Recurring Charge(s)
Spoke	60 Months	1	\$0.00	\$0.00
EPL 200Mbps	60 Months	1	\$500.00	\$500.00
TOTAL*				\$500.00

NEW AND REVISED SERVICES AT 1797 Center St , East Aurora NY 14052				
Service Description	Order Term	Quantity	Monthly Recurring Charge(s)	Total Monthly Recurring Charge(s)
EPL 200Mbps	60 Months	1	\$500.00	\$500.00
Spoke	60 Months	1	\$0.00	\$0.00
TOTAL*				\$500.00

NEW AND REVISED SERVICES AT 4907 Clark St , Hamburg NY 14075				
Service Description	Order Term	Quantity	Monthly Recurring Charge(s)	Total Monthly Recurring Charge(s)
EPL 200Mbps	60 Months	1	\$500.00	\$500.00
Spoke	60 Months	1	\$0.00	\$0.00
TOTAL*				\$500.00

NEW AND REVISED SERVICES AT 1201 Sweet Home Rd , Amherst NY 14228				
Service Description	Order Term	Quantity	Monthly Recurring Charge(s)	Total Monthly Recurring Charge(s)
Hub - ELINE Master	60 Months	1	\$0.00	\$0.00
EPL 200Mbps	60 Months	4	\$500.00	\$2,000.00
TOTAL*				\$2,000.00

ONE TIME CHARGE(S) AT 1797 Center St , East Aurora NY 14052			
Service Description	Quantity	One Time Charge(s)	Total One Time Charge(s)
Ethernet Fiber Install	1	\$0.00	\$0.00
TOTAL*			\$0.00

ONE TIME CHARGE(S) AT 7165 Jewett Holmwood Rd , Orchard Park NY 14127			
Service Description	Quantity	One Time Charge(s)	Total One Time Charge(s)
Ethernet Fiber Install	1	\$0.00	\$0.00
TOTAL*			\$0.00

ONE TIME CHARGE(S) AT 1201 Sweet Home Rd , Amherst NY 14228			
Service Description	Quantity	One Time Charge(s)	Total One Time Charge(s)
Ethernet Fiber Install	4	\$0.00	\$0.00
TOTAL*			\$0.00

ONE TIME CHARGE(S) AT 4907 Clark St , Hamburg NY 14075			
Service Description	Quantity	One Time Charge(s)	Total One Time Charge(s)
Ethernet Fiber Install	1	\$0.00	\$0.00
TOTAL*			\$0.00

ONE TIME CHARGE(S) AT 16 Pleasant View Dr , Lancaster NY 14086			
Service Description	Quantity	One Time Charge(s)	Total One Time Charge(s)
Ethernet Fiber Install	1	\$0.00	\$0.00
TOTAL*			\$0.00



1. **TOTAL CHARGE(S).** Total Monthly Recurring Charges and Total One-Time Charges are due in accordance with the monthly invoice.
2. **TAXES.** Plus applicable taxes, fees, and surcharges as presented on the respective invoice(s).
3. **SPECIAL TERMS.**

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

CUSTOMER SIGNATURE

Signature: _____

Printed Name: _____

Title: _____

Date: _____

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