

BUFFALO WATER BOARD MINUTES
April 6, 2023

MEMBERS PRESENT:

Oluwole A. McFoy
Gerald E. Kelly
Denine N. Jackson
William L. Sunderlin

OTHERS PRESENT:

Peter Merlo
Jack McMahon
David Hill
Charlie Martorana
William Ferguson
Damon Sykes
Stephen Waldvogel
Lisa Foti
Dustin Steiner
Kelly Leeb
Ryan Stotz
John Davis
Carol Burns
Damond Rand
Angelica Morrison
Fouad Arab
Colleen Silver
Nathan Marton

The regular monthly meeting of the Buffalo Water Board (BWB) was called to order at 9:00 a.m.

1. Motion by Mr. Sunderlin, seconded by Mr. Kelly, to approve the agenda. Approved.
2. Motion by Mr. Sunderlin, seconded by Mr. Kelly to approve the minutes from the January 18, 2023, February 21, 2023, and March 8, 2023, meetings. Approved.
3. Public Comment: After the Chair offered an opportunity for public comments, no comments were received.
4. Staff Update: Mr. Hill, with Veolia Water provided a staffing update to the Buffalo Water Board.
5. The Buffalo Water Board Rate Consultant, Ms. Foti, provided the Buffalo Water Board with a Budget Update.
6. Upon the recommendation of the Principal Engineer of the Division of Water, motion made by Mr. Kelly, seconded by Mr. Sunderlin to authorize a contract increase with Hazen and Sawyer for the Clearwell CFD Model, Finished Water Hydraulics, and Chemical Feed Evaluation Project (contract #93002561) for the next phase. The project and contract will continue to be administered by the City of Buffalo, Division of Water, and the contract, as amended, is approved in an amount not-to-exceed \$476,000.00. Approved.
7. Upon the recommendation of the Principal Engineer of the Division of Water, motion made by Mr. Sunderlin, seconded by Mr. Kelly to authorize a cost increase for Nussbaumer & Clarke, Inc. for the Massachusetts Avenue Pump Station Electrical Upgrades Project (contract #93002522) for Façade Removal and Inspection. The project and contract will continue to be administered by the City of Buffalo, Division of Water, and the contract, as amended, is approved in an amount not-to-exceed \$101,100.00. Approved.

8. Upon the recommendation of the Principal Engineer of the Division of Water, motion made by Mr. Sunderlin, seconded by Mr. Kelly to authorize a contract increase for the Water Betterment portion of the Niagara Streetscape Rehabilitation Project. The project and contract will be administered by the City of Buffalo, Division of Engineering, and the contract, as amended, is approved in an amount not-to-exceed \$23,854.86, including this increase authorized by the Buffalo Water Board. Approved.
9. Upon the recommendation of the Principal Engineer of the Division of Water, motion made by Mr. Sunderlin, seconded by Mr. Kelly, to authorize an increase in funding in an amount not-to-exceed \$250,000.00, for the contract with GHD Consulting Services, Inc. for additional engineering services (contract # 93003055) for the Buffalo Water Board Engineering Retainer Fiscal Year 2022/2023 project. The project and contract will continue to be administered by the City of Buffalo, Division of Water. Approved.
10. Upon the recommendation of the Principal Engineer of the Division of Water, motion made by Mr. Kelly, seconded by Mr. Sunderlin to authorize the Buffalo Water Board Chairman to execute and deliver a cost sharing agreement (copy attached) with the Erie County Water Authority (ECWA). As detailed in the agreement, the City of Buffalo will contract with Nussbaumer & Clarke, Inc. to perform a Feasibility Study Report that will determine the feasibility of potential additional interconnection between the Buffalo Water System and the ECWA System. The project is approved for funding by the Buffalo Water Board in an amount not-to-exceed \$200,000.00. The project and contract will be administered by the City of Buffalo, Division of Water with a cost sharing for the Buffalo Water Board of fifty percent (50%) (not-to-exceed \$100,000) with the ECWA, upon receipt of a copy of the approved final Feasibility Study Report and the Consultant's final invoice. Approved.
11. Motion by Ms. Jackson, seconded by Mr. Sunderlin, to approve a budget amendment to increase the following accounts:
 - 53380090 391062 10702 TRANSFER FROM ARPA (2135): \$1,750,000.00
 - 53023527 473020 10702 STRUC & EQUIP IMPR ARPA CAPITAL: \$1,750,000.00

Approved.

12. Motion made by Ms. Jackson, seconded by Mr. Sunderlin, to approve the current six-year Water Capital Improvement Plan as presented by the Principal Engineer of the Division of Water. Approved.
13. Mr. Waldvogel, Mr. Davis, Mr. Stotz and Mr. Steiner of GHD Consulting Services, Inc. delivered a report of GHD's on-going professional services to assist the Buffalo Water Board on several projects, including: (a) GHD is engaged with the State University at Buffalo conducting Corrosion Control Studies to determine the best corrosion control chemical to add for protection involving lead service pipe; (b) GHD continues to work with the City of Buffalo, Division of Water on the Replace Old Lead Lines (ROLL) Program and is collaborating with various agencies and vendors who will utilize the Get Water Wise web site to interact with customers through a customer portal; (c) GHD engaged with public relations consultant and Facebook page to engage in public outreach relating to lead service line protection initiatives; (d) GHD is analyzing the Get Water Wise website to maximize its ability to provide the public with all the educational information that will be posted in the near future; (e) GHD is working with Promise Network Inc. and reports that several hundreds of customers have agreed to

participate in the new payment plan; (f) GHD is continuing to provide engineering and oversight services at Colonel Ward Treatment Facility, and for among other matters, electrical upgrades at the plant have commenced, bids for the Flood Mitigation Berm Project will be advertised soon and is continuing work on the Pipe Loop Project.

14. Mr. Hill of Veolia Water presented Veolia Water's monthly management report. Mr. Hill reported that two New York State programs are assisting customers with payments including the New York State Homeowner Assistance Fund (helping customers with payments more than \$114,000 in March 2023) and the New York State Low Income Household Water Assistance (LIHWA) Program (helping customers with payments more than \$176,000 in March 2023). Veolia Water is developing a campaign to broaden the notice to customers of the benefits of these programs, and will continue distributing notices of the availability of these programs together with delivery of invoices to customers. Actual revenue received in the nine months of this fiscal year is reported to be \$1.0 million higher as compared with 2022 amounts, however, March 2023 revenue was approximately \$1.8 million lower than budgeted revenue. The South Basin has been taken out of service for solids removal. New surface pump stations have been installed to make solids removal efforts simpler. Recently, the Colonel Ward Water Treatment Facility had a positive Homeland Security Assessment completed.

Motion by Mr. Sunderlin, seconded by Mr. Kelly to adjourn at 10:23 A.M. Approved.

Next meeting, Wednesday, May 10, 2022, at 9:00 A.M. This meeting will be held in the Colonel Ward Water Treatment Facility Administration Building Conference Room located at 2 Porter Avenue, Buffalo, NY 14201, for Board Members and by virtual conference call, as authorized by law.

COOPERATION AND COST SHARING AGREEMENT

THIS COOPERATION AND COST SHARING AGREEMENT (the “**Agreement**”) made and entered into as of the Effective Date, as hereinafter defined, by and between the **Buffalo Water Board**, a public benefit corporation of the State of New York, whose principal place of business is 65 Niagara Square, 502 City Hall, Buffalo, New York 14202 (the “**Buffalo Water**”) and the **Erie County Water Authority**, a public benefit corporation of the State of New York, whose principal place of business is 295 Main Street, Room 350, Buffalo, New York 14203 (the “**ECWA**”). Buffalo Water and ECWA are from time to time referred herein as a “**Party**” and collectively as “**Parties**.”

WITNESSETH:

WHEREAS, Buffalo Water owns and operates the water treatment system and water distribution system located in and constituting the City of Buffalo’s water system (collectively the “**Buffalo Water System**”) and ECWA owns and/or operates the water treatment and water distribution system located in and servicing various municipalities located in Erie County (collectively the “**Authority Water System**”); and

WHEREAS, pursuant to General Municipal Law Section 119-o, municipal corporations, including public benefit corporations, are authorized to enter into agreements for the performance, among themselves or one for the other of their respective functions, powers and duties on a cooperative or contract basis; and

WHEREAS, pursuant to Public Authorities Law Section 1054, ECWA has the power to enter into cooperative agreements for the inter-connection of facilities, the exchange or interchange of services and commodities or for any other lawful purpose; and

WHEREAS, Buffalo Water and ECWA have been working together to enhance the current network of interconnections between their two independent water systems for the purpose of maximizing the scale of economies and sustainability of each independent water system; and

WHEREAS, Veolia Water North America-Northeast, LLC (the “**Veolia**”) is an independent professional manager of the Buffalo Water System and has expertise in the management of public water systems, and in furtherance of its Management Agreement with Buffalo Water will assist Buffalo Water and ECWA to develop the Project, as hereinafter defined; and

WHEREAS, Buffalo Water and ECWA are examining the feasibility of an additional interconnection located near the City of Buffalo and City of Lackawanna border in the vicinity of the Hancock Water Storage Tank in South Buffalo; and

WHEREAS, in response to a request for proposals issued by the City of Buffalo Commissioner of Public Works, Parks and Streets, who also serves as the designated representative of Buffalo Water (the “**City Commissioner**” or the “**Buffalo Water Representative**”), Nussbaumer & Clarke, Inc. (the “**Consultant**”) has proposed to assess the impact of this proposed

new interconnection and is available to conduct a feasibility study with respect to such interconnection; and

WHEREAS, the Consultant has conducted a preliminary analysis of the Buffalo Water System and various facilities within the City of Buffalo (the “**City**”), concluding that under normal operating conditions, Buffalo Water has capacity to supply supplemental water to ECWA at a flow rate of approximately ten (10) million gallons per day (MGD) for emergency usage or during periods of high demands or reduced output from ECWA’s Sturgeon Point Water Treatment Plant; and

WHEREAS, recognizing the potential of the proposed additional interconnection between the Buffalo Water System and the Authority Water System, Buffalo Water proposes that the Consultant conduct a more detailed feasibility study (the “**Project**”) with the cost relating to the Project to be shared between the Buffalo Water and ECWA; and

WHEREAS, the Parties desire to enter into an agreement to share information and the costs of the Project, in the form and substance more particularly described in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties acknowledge and agree as follows:

1. Buffalo Water and the Buffalo Water Representative will oversee the Consultant’s performance of the Project, and the Project is more fully outlined in that certain letter from the Consultant to Peter J. Merlo, P.E., the Secretary of Buffalo Water and Principal Engineer with the City’s Department of Public Works, Division of Water, dated October 19, 2021, which is attached hereto and made a part hereof as Appendix A.

2. To facilitate the performance and timely completion of the Feasibility Study Report (as outlined in Appendix A), the Parties agree to meet regularly with the Consultant, to confer and share information and records with each other and to provide such information to the Consultant as they deem necessary and appropriate for performance of the Project. Buffalo Water will also enlist the services of Veolia to meet regularly with ECWA to exchange information and develop the Project. Buffalo Water, will work cooperatively with the City, in furtherance of its consulting agreement with the Consultant to maintain any and all information provided to the Consultant to be maintained as confidential, and not to be disclosed, except as may be subject to disclosure pursuant to the New York Freedom of Information Law, or as may be otherwise required by due process of law or Court order.

3. Upon completion of the Project and approval of the final Feasibility Study Report by both Buffalo Water and ECWA, Buffalo Water agrees to (a) compensate the Consultant for labor and expenses (the “**Consultant Fee**”) and (b) share the Feasibility Study Report with ECWA.

4. Upon receipt of a copy of the approved final Feasibility Study Report and a copy of the Consultant’s final invoice, ECWA agrees to reimburse Buffalo Water in the amount fifty

percent (50%) of the Consultant Fee, based on actual invoices delivered by the Consultant, as approved by the Buffalo Water Representative, provided that the reimbursement by ECWA to Buffalo Water shall not exceed One Hundred Thousand Dollars (\$100,000.00).

5. The City Commissioner and the Buffalo Water Chair, and/or their respective designees and agents, upon consultation with ECWA Engineers shall have discretion to make strategic decisions about the Project, and in doing so shall duly consider the needs and recommendations of ECWA, and shall endeavor to maximize the benefit of Project for both Buffalo Water and ECWA.

6. In the event either Party notifies the other Party of a violation(s) or dispute(s) relating to any of the terms, conditions or performance of this Agreement, and such violation(s) or dispute(s) cannot be resolved among the Parties within thirty (30) days, the Parties agree to submit such violations or disputes to a mutually selected arbitrator. Upon selection of the arbitrator, the Parties shall submit a notice of such violation or dispute, in writing, to the arbitrator, with a specific description of the violation or dispute, together with any supporting documents or information, who shall, determine a resolution of such violation or dispute, within a reasonable time, not to exceed thirty (30) days. The arbitrator's decision shall be final and binding upon the Parties. Notwithstanding anything contained in this Agreement that could be construed to the contrary, it is agreed that in the event that the City determines that a dispute has arisen under this Agreement, the City shall have the unilateral right to terminate this Agreement and not participate in arbitration and in the event of such City termination ECWA shall not be obligated for cost sharing under this Agreement.

7. This Agreement shall be subject to review, negotiation and cancellation, at any time upon no less than thirty (30) days' written notice by the Party seeking such review, negotiation or cancellation; provided, however, that in the event of cancellation, the ECWA shall pay to Buffalo Water the amount, for so much of the compensation due to the Consultant that has been approved by the City Commissioner for work that the Consultant has accomplished by the date of such cancellation, less any payments previously made by ECWA, subject to the provisions of Paragraph 4 of this Agreement.

8. No failure to exercise, and no delay in exercising on the part of the either Party, as the case may be, any right, power or privilege hereunder, shall operate as the waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof, or the exercise of any other right, power or privilege. The terms of this Agreement shall not be waived or modified without the express written consent of both Parties.

9. The Parties hereby covenant, from time to time, to do all acts and to make or enter into and deliver any other instruments as may be necessary or appropriate to effectuate this Agreement.

10. All provisions in the preamble or recitals are incorporated into this Agreement and made a part of this Agreement.

11. This Agreement may be executed in counterparts, by the Parties hereto in separate counterparts, each of which when executed and delivered shall be deemed to be an original, and all of which taken together shall constitute one and the same agreement. Signatures on counterparts that are delivered via facsimile or electronic means are authorized and shall be accepted by the Parties.

12. This Agreement shall be governed by the Laws of the State of New York, without regard to principles of conflicts of laws.

13. This Agreement shall be binding upon the Parties hereto and their respective successors and assigns.

14. This Agreement constitutes the sole and entire agreement of the Parties with respect to the subject matter contains herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to each subject matter. All paragraphs set forth in the Preamble are incorporated into the body of the Agreement, as though separately and specifically set forth as a term and condition of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the _____ date of _____, 2023 (the “Effective Date”).

BUFFALO WATER BOARD

By: _____
Name: Oluwole A. McFoy
Title: Chairperson
Date:

ERIE COUNTY WATER AUTHORITY

By: _____
Name: Jerome D. Schad
Title: Chairperson
Date:

Appendix A

Nussbaumer & Clarke, Inc. Letter Proposal dated October 19, 2021
to City of Buffalo For Proposed Feasibility Report

SECOND: ACCEPTANCE OF EMPLOYMENT

The ENGINEER accepts such employment as set forth in Section THIRD of this Agreement and subject to the conditions therein contained, agrees to perform its services and work using the degree of skill and judgment ordinarily exercised under similar circumstances by members of the same profession on similar projects at the time services are performed. The work will comply with applicable local ordinances, state and federal laws and regulations.

Whenever the ENGINEER shall deem the consulting services of persons outside of his/her/their own organization to be necessary, he/she/they shall employ such consultants at his/her/their own cost and expense, subject, however, to the prior written approval of the COMMISSIONER. Whenever the CITY shall deem it advisable, after the first progress payment has been received, the ENGINEER shall furnish proof that all compensation due and owing to said consultants has been made prior to the receipt by the ENGINEER of progress payments on his/her/their fees from the CITY under this contract.

THIRD: WORK TO BE PERFORMED

The professional services to be rendered by the ENGINEER shall be performed to the satisfaction of the COMMISSIONER. Such services shall include, but not be limited to, professional engineering services for a Feasibility Study at the Interconnection with Erie County Water Authority near Hancock Tank as more particularly described in Exhibit A, attached hereto and made a part hereof.

FOURTH: ENGINEER'S FEES

The CITY agrees to pay the ENGINEER, and the ENGINEER agrees to accept from the CITY, in full payment for the services herein provided, in the total amount not to exceed \$200,000.00.

FIFTH: EXTRA WORK

The ENGINEER shall perform no extra work beyond the scope of this Agreement unless the COMMISSIONER of the CITY shall, in writing, specifically direct such work to be performed. In the event such extra work is authorized, the CITY and the ENGINEER shall execute a change order describing the extra work and providing for the compensation to be paid therefor. Upon the request by the CITY, the ENGINEER shall continue working during negotiations for a new supplemental contract.

SIXTH: TECHNICAL DATA

The CITY shall make available to the ENGINEER all existing records and data which it may have pertaining to the proposed PROJECT. All notes, drawings, reports and other technical data prepared

by the ENGINEER or developed by him/her/they in the course of the PROJECT, are to be and become the property of the CITY upon completion of the work hereunder. The CITY shall have the full right to use the same thereafter without any claim on the part of the ENGINEER for compensation of any kind.

All such items shall be delivered to the CITY whenever requested, and until delivery to the CITY, access to such items shall be restricted to the ENGINEER, and to authorized representatives of the CITY. The ENGINEER, however, shall be entitled to retain one or more copies of all such items.

The CITY agrees that it will not knowingly permit the use of any of the aforementioned data by any other person, firm or corporation without the prior approval, in writing of the ENGINEER. ENGINEER does not assume liability for reuse of any of the aforementioned data by CITY or others for any purpose other than the purpose intended in this Agreement. Notwithstanding the foregoing, the CITY may use and share the ENGINEER'S data, report and information, however described, concerning the PROJECT with personnel of the BUFFALO WATER BOARD, BUFFALO MUNICIPAL WATER FINANCE AUTHORITY, ERIE COUNTY WATER AUTHORITY and VEOLIA WATER NORTH AMERICA – NORTHEAST, LLC, as the CITY deems appropriate during the term of this Agreement and any time thereafter, without any further approval from the ENGINEER.

SEVENTH: INSURANCE

This Agreement is null and void and of no effect unless the ENGINEER shall secure Worker's Compensation Insurance for the benefit of, and keep insured during the life of this Agreement, such employees as are necessary to be insured in compliance with the provisions of the Worker's Compensation Insurance Law of New York. The ENGINEER shall supply proof of Worker's Compensation coverage on the New York form. The ENGINEER shall supply evidence of Disability Insurance on the New York form.

The ENGINEER shall secure professional liability insurance in an amount of at least Two Million Dollars (\$2,000,000.00) total limit per claim and aggregate and shall provide a certificate of such insurance to the CITY providing for thirty (30) days prior notice of cancellation or material change.

The ENGINEER agrees to procure and maintain insurance the following additional types and amounts of insurance required to be maintained under this Agreement:

- a) Commercial General Liability insurance providing for a minimum limit of One Million Dollars (\$1,000,000.00) per occurrence for each job site or location for all damages arising out of bodily injury, personal injury, property damage, products/completed operations, and contractual liability coverage for the indemnification provided under this contract. Each annual aggregate limit shall not be less than Two Million Dollars (\$2,000,000.00).
- b) Commercial automobile liability insurance in respect of motor vehicles owned, licensed or hired by the ENGINEER for bodily injury liability, including death and property damage, incurred in connection

with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000.00) in respect of claims arising out of personal injury, sickness or death of any one person, and One Million Dollars (\$1,000,000.00) in respect of any claims arising out of personal injury, sickness or death in any one accident or disaster, and One Million Dollars (\$1,000,000.00) in respect of claims arising out of property damage in any one accident or disaster.

- c) The ENGINEER shall name the CITY OF BUFFALO, BUFFALO WATER BOARD, BUFFALO MUNICIPAL WATER FINANCE AUTHORITY and VEOLIA WATER NORTH AMERICA – NORTHEAST, LLC as additional insured on the general liability insurance policy, the automobile liability policy, and on any excess/umbrella liability policy. The ENGINEER shall provide the CITY with certificates of liability and other insurance, naming the above parties as additional insureds, together with any other evidence of the insurance policies as they are in effect, as required by the CITY, at the beginning of this Agreement and any time during the term of this Agreement.
- d) Should any of the aforesaid insurance policies be cancelled before the expiration thereof, written notice shall be delivered to the COMMISSIONER in accordance with the policy provisions. The ENGINEER shall provide notice to the COMMISSIONER at any time ENGINEER becomes aware of any cancellation or material change in the above insurance policies. All insurance companies must be admitted in New York State.

EIGHTH: INDEMNIFICATION

In addition to the insurance coverage and policies required in this Agreement, and notwithstanding the existence or effectiveness of such insurance, for all matters other than professional responsibility, arising out of the ENGINEER'S services, the ENGINEER shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless the CITY OF BUFFALO, BUFFALO WATER BOARD, BUFFALO MUNICIPAL WATER FINANCE AUTHORITY, and VEOLIA WATER NORTH AMERICA – NORTHEAST, LLC, and their respective officials, officers, employees, and agents, from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney fees or loss(es), arising out of the performance or failure to perform under this Agreement by the ENGINEER or third parties under the direction or control of the ENGINEER. In addition, the ENGINEER shall reimburse the CITY OF BUFFALO, BUFFALO WATER BOARD AND BUFFALO MUNICIPAL WATER FINANCE AUTHORITY and VEOLIA WATER NORTH AMERICA – NORTHEAST, LLC, as the case may be, for any amounts incurred by or on behalf of the each such entities in enforcing this Agreement and this indemnification provision, including, but not limited to, attorney fees and court costs.

Also, for all matters arising out of the ENGINEER'S professional services, the ENGINEER shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless the CITY OF BUFFALO, BUFFALO WATER BOARD, BUFFALO MUNICIPAL WATER FINANCE AUTHORITY, and VEOLIA WATER NORTH AMERICA – NORTHEAST, LLC and their respective officials, officers, employees, and agents, from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney fees or loss(es), arising out of any negligent acts, errors or omissions of the ENGINEER, or third parties under the direction or control of the ENGINEER, in the performance of professional services under this Agreement which are logically or causally connected by any common fact, situation, event, transaction, advice, or decision. In addition, ENGINEER shall reimburse the CITY OF BUFFALO, BUFFALO WATER BOARD AND BUFFALO MUNICIPAL WATER FINANCE AUTHORITY, and VEOLIA WATER NORTH AMERICA – NORTHEAST, LLC, as the case may be, for any amounts incurred by or on behalf of each such entities in enforcing this Agreement and this indemnification provision, including, but not limited to, attorney fees and court costs.

NINTH: PRIOR TERMINATION OF CONTRACT

If at any time of the work, hereunder, the CITY determines not to proceed any further with the PROJECT, then the CITY shall have the right to terminate this contract, provided that compensation shall be made to the ENGINEER on the basis of the work which has been accomplished and approved by the COMMISSIONER, plus the expenses actually incurred by him/her/they to the date of termination, less any payments previously made.

TENTH: ASSIGNMENT

This Agreement contemplates the particular services of the ENGINEER and the ENGINEER shall not assign, transfer or otherwise dispose of the contract, or his/her/their right, title and interest therein, to any person, firm or corporation, except that moneys due to the ENGINEER and approved for payment by the CITY may be assigned by him/her/them to any bank or financial institution which is rendering financial assistance to the ENGINEER on this PROJECT.

ELEVENTH: COMPLIANCE WITH APPLICABLE LAW

The ENGINEER agrees to abide by all applicable federal, state and local laws, rules and regulations regarding equal opportunity employment and affirmative action.

TWELFTH: GENERAL

This Agreement represents the entire Agreement between the CITY and the ENGINEER and supersedes all prior negotiations, representations or Agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the CITY and the ENGINEER.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Agreement on the day and year first above written.

City of Buffalo

By:
Commissioner of Public Works, Parks and Streets

Nussbaumer & Clarke, Inc.

By: Michael T. Marino, P.E.
Chief Executive Officer

STATE OF NEW YORK)
COUNTY OF ERIE) SS.:
CITY OF BUFFALO)

On this _____ day of _____, 2023, before me, the undersigned personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and he/she acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
COUNTY OF ERIE) SS.:
CITY OF BUFFALO)

On this _____ day of _____, 2023, before me the undersigned, personally appeared MICHAEL T. MARINO, P.E., CHIEF EXECUTIVE OFFICER personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and he/she acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument.

Notary Public

EXHIBIT A