

BUFFALO
SEWER AUTHORITY

ATTACHMENT A

MEMORANDUM OF UNDERSTANDING BETWEEN BUFFALO SEWER AUTHORITY AND BUFFALO MUNICIPAL HOUSING AUTHORITY

The Memorandum of Understanding (MOU) is entered into on the _____ day of _____ in _____ (herein referred to as the "Effective Date") by and between:

Gillian Brown, Executive Director of Buffalo Municipal Housing Authority Bridges Development, 300 Perry Street, Buffalo, NY, 14204, herein referred to as "Party A" and

Rosaleen Nogle, Principal Sanitary Engineer for Buffalo Sewer Authority, Room 1038 City Hall, 65 Niagara Square, Buffalo, NY 14202, and Charles Riley, Executive Secretary for the Buffalo Sewer Authority, Room 1038 City Hall, 65 Niagara Square, Buffalo, NY 14202 herein referred to as "Party B".

Parties may be referenced individually as "Party" and collectively as "Parties"

PURPOSE

The purpose of this MOU is to establish a good faith foundation between the Parties for future collaborative efforts that are mutually beneficial. The Parties agree to work together in a cooperative and coordinated manner to achieve each Party's individual goals and collaborative goals.

This MOU is designed to detail the specifics of the working relationship between the Parties to the mutual benefit of the Parties and the community they serve.

BACKGROUND

Buffalo Sewer Authority (BSA), represented by "Party B," upon written consent from Buffalo Municipal Housing Authority (BMHA), represented by "Party A," intends to install green infrastructure practices on two (2) BMHA properties.

In June 2021, BSA secured \$54 million in funding through an Environmental Impact Bond to install green infrastructure in targeted areas of Buffalo's combined sewer service area. All proposed work will be fully funded through this Environmental Impact Bond and funding from the Rain Check 2.0 Green Infrastructure Program.

The primary objective of BSA's Rain Check 2.0 program is to reduce the frequency and occurrence of combined sewer overflows while increasing community aesthetics and increasing resiliency. Combined sewer overflows occur in combined sewer systems which are designed to handle both stormwater and sanitary sewage in a single pipe system. When the volume of water entering the combined sewer system exceeds the capacity of the system and/or downstream wastewater treatment plant (during rainfall events), untreated sewage from this pipe network is discharged into nearby water bodies to prevent backups in homes and streets. Green infrastructure practices are used to supplement the combined sewer system by providing additional storage for rainfall events. This reduces the frequency and occurrence of combined sewer overflows, while providing secondary benefits such as reduced nuisance flooding, reduced urban heat islands, and improved air and water quality.

Green infrastructure practices that will be installed at BMHA Properties include stormwater tree trenches and porous asphalt.

SITE SELECTION CRITERIA

Six (6) priority combined sewer overflow (CSO) basins were identified during the development of the Rain Check 2.0 Opportunity Report (Rain Check Report). These CSO basins encompass a quarter of the City's land area and nearly half of its population.

According to BSA's Rain Check Report, implementing green infrastructure practices within these basins will have the greatest impact on water quality and public health in Buffalo. BMHA sites within these basins were identified and selected based on the potential impervious area that could be captured, the topography of the site and surrounding area, the location of existing utilities, the space available for siting green infrastructure practices, and other ancillary features which may impact the success of green infrastructure practices.

BSA is proposing green infrastructure stormwater retrofits at the following locations:

Project Address	Property Name	Proposed Improvements
275 Suffolk Street, Buffalo, NY 14215	BMHA Langfield / Kenfield Homes	<ul style="list-style-type: none"> Stormwater Tree Trench – Suffolk Street, Langfield Drive, Hempstead Ave, Weston Ave, Edison Ave, and Eggert Road Porous Asphalt – Parking Lot Replacements, Pavement replacement on Oakmont Ave., Tower Street, Kenfield Court, Hempstead Ave., Eggert Court, Congressional Walk, Suffolk Street, Beiter Walk, Hazelwood Ave, and Langfield Service Road
945 East Ferry Street, Buffalo, NY 14211	BMHA Ferry and Grider Projects	<ul style="list-style-type: none"> Porous Asphalt – Donovan Drive and associated parking areas

DURATION OF MOU

This MOU becomes effective on the date it is signed by both parties. It remains in force unless explicitly terminated, in writing, by either party.

DEFINITIONS

Green Infrastructure: A network of stormwater management systems that use natural processes, such as infiltration and filtration through soil, to manage stormwater runoff, reduce urban heat island effects, and improve air and water quality. Green infrastructure practices are proposed to supplement BMHA's traditional storm sewer system to reduce the risk of flooding in Buffalo's urban areas.

Porous asphalt: A permeable pavement system that is designed to allow water to pass through its surface and infiltrate into the ground.

Stormwater Tree Trenches: are underground storage with new tree plantings, proposed under the sidewalk and landscaped areas in the public right-of-way surrounding BMHA properties.

ROLES AND RESPONSIBILITIES

To achieve the Parties' mutual desires, each party agrees to the following roles and responsibilities:

Party A Roles and Responsibilities shall include:

- Signing the MOU with BSA outlining proposed scope of work, construction, property access, and ongoing maintenance activities.
- Committing to keeping systems in place for a minimum of 20 years from the end of construction. If systems are removed, it is expected that an alternate stormwater management practice will be constructed to provide the same volume of treatment on the site.
- Providing access to relevant site and utility files for the properties, including topographic surveys, geotechnical and environmental reports, utility plans, or any other information that may support the design of the project sites.
- Providing access to BMHA sites, at pre-approved times, to perform site walks, geotechnical investigation, and topographic survey.
- Providing a summary of any planned improvements to BMHA properties before design is initiated that may impact the proposed scope of work.
- Approving the final location for all proposed green infrastructure stormwater retrofits.
- Supporting development of a construction schedule to meet BSA's timeline (e.g., all projects must be constructed by June 15, 2028).
- Supporting development of construction staging plans.
- Providing a liaison for each property who can work with BSA's designers, contractors, and maintenance teams.
- Providing BSA with at least two (2) weeks' notice prior to any future activities that may impact the proposed green infrastructure retrofits, such as, but not limited to, utility trenching, site landscaping changes, or changes in site conditions such as the addition or removal of pavement.
- Alerting BSA maintenance staff as to any changes in the proposed green infrastructure stormwater retrofits, such as erosion, trash collection, ponding water, or plant health.
- Providing snow removal on porous pavement surfaces using pre-approved materials and practices. BSA will provide supplementary plowing services when feasible and/or practical during weekday, working hours.
- Committing to not storing deleterious materials such as sand, salt, or fill in or on the GI installations.
- Providing site access to BSA maintenance crews as necessary and with 48 hours for routine maintenance and four (4) hours for expedited maintenance of notification
- Providing and maintaining appropriate insurances and amounts required by law for comprehensive general liability, comprehensive automotive liability, excess/umbrella liability, worker's compensation and employer's liability

Party B Roles and Responsibilities shall include:

- Signing the MOU with BMHA outlining the proposed scope of work, construction, property access, and ongoing maintenance activities.
- Provide project funding for the design, engineering, and construction phases.
- Selecting a design engineer and site contractor(s) to design and construct the proposed green infrastructure stormwater retrofits.
- Ensuring that all proposed green infrastructure stormwater retrofits are designed in accordance with BSA and New York State design standards.
- BSA or their designated representative will attend up to six meetings with residents of subject BMHA properties (a maximum of three per site), to discuss the proposed projects prior to beginning construction.

- Meaningfully addressing concerns raised by BMHA staff related to tenant issues in relation to the proposed green infrastructure design and construction work in a timely manner to the greatest extent practicable.
- Providing construction oversight during construction.
- Ensuring that project schedule is maintained and that projects are constructed as planned by June 15, 2028.
- Providing assistance with winter plowing and pavement maintenance to ensure better, long-term performance when feasible and/or practical, during weekday, working hours, with the understanding that the primary winter plowing responsibilities will remain with Party A.
- Providing on-going operations and maintenance of the proposed green infrastructure stormwater retrofits, including the following:
 - Monthly Maintenance Activities:
 - Review system function. Ensure systems do not have ponding water.
 - Check for evidence of invasive species. Check for tree and plant health.
 - Remove trash and debris.
 - Quarterly Activities:
 - Vacuum sweep porous asphalt parking lot.
 - Inspect for sediment build-up, clean out as needed.
 - Annual Maintenance Activities:
 - Remove and replace mulch, as needed, in landscaped practices.
 - Prune and replace dead or dying vegetation. Remove invasive species as needed.
- Provide on-going repairs to porous pavement and stormwater tree trenches as may be necessary to keep them in a fit and usable condition.
- Providing and maintaining appropriate insurances and amounts required by law for comprehensive general liability, comprehensive automobile liability, excess/umbrella liability, worker's compensation and employer's liability insurance

The Parties agree to uphold their roles and responsibilities in a committed, good-faith manner.

AGREEMENTS

- BSA agrees to take no actions to impact the title of any BMHA property.
- BSA agrees to negotiate any and all necessary binding agreements with BMHA Counsel.

Party B agrees to uphold their agreements in a committed, good-faith manner.

Party A agrees to uphold their agreements in a committed, good-faith manner.

TIMELINE

To meet grant funding requirements, all projects must be fully constructed by June 15, 2028. This will require routine coordination between BSA, BMHA, and the design contractor.

The following is the proposed project schedule:

Description	Start Date	Duration (Weeks)	End Date
Buffalo Municipal Housing Authority Approval	11/21/2024	0	11/21/2024
Notice to Proceed – Design	3/24/2025	0	3/24/2025
30% Design	3/25/2025	8	5/20/2025
Public Notice for Site Work	5/21/2025	4	6/18/2025
Geotechnical Investigation and Topographic Survey	6/19/2025	12	9/11/2025
60% Design	9/12/2025	12	12/5/2025
Buffalo Sewer Review – 60% Design	12/8/2025	2	12/22/2025
90% Design	12/23/2025	8	2/17/2026
Buffalo Sewer Review – 90% Design	2/18/2026	2	3/4/2026
Final Documents and Bid Set	3/5/2026	6	4/16/2026
Bidding	4/17/2026	4	5/15/2026
Notice to Proceed - Construction	5/18/2026	12	8/10/2026
Construction	8/11/2026	91	5/5/2028

COMMUNICATION BETWEEN PARTIES

BSA or their designated representative will attend bi-weekly or monthly coordination meetings with BMHA staff to provide schedule and progress updates during the design and construction phases.

Communication between Parties will take place monthly and/or as needed for routine maintenance.

Point of Contact for Party A:

Gillian Brown
Executive Director of Buffalo Municipal Housing Authority
P: 716-855-6711, Ext. 204
E: gbrown@bmhahousing.com

Point of Contact for Party B is:

Rosaleen B. Nogle, PE, BCEE, BC.WRE
Principal Sanitary Engineer
P: 716-851-4664, Ext. 4203
E: rnogle@buffalosewer.org

Working Hours: 8AM – 4:30PM

Point(s) of Contact(s) for BMHA Property

David Zielinski
Director of Capital Improvements
P: 716-855-6711 Ext. 303
E: dzielinski@bmhahousing.com

Kevin Moran
Director of Technical Operations
P: 716-855-6711 Ext. 362
E: kmoran@bmhahousing.com

Point(s) of Contact(s) for BSA Maintenance Team:

Jordan Roose
Forester
P: 716-851-4664, Ext 5349
E: jroose@buffalosewer.org

After Hours Emergency Contact for Party A

Work Order
716-855-6711 Ext 1

After Hours Emergency Contact for Party B

Complaint Crew
P: 716-913-9919

AMENDMENTS

The terms of this MOU may be amended upon written approval by both original parties and their designated representatives.

TERMS AND TERMINATION

This agreement becomes effective on the date it is signed by both parties. It remains in force unless explicitly terminated, in writing, by both parties.

Both Parties may terminate this MOU by means of signing a termination addendum upon 30 days' written notice to the other parties.

