



ERIE COUNTY WATER AUTHORITY
INTEROFFICE MEMORANDUM

June 29, 2018

To: Anthony Alessi, Claims Representative/Risk Manager
Jacqueline Mattina, Deputy Associate Attorney

From: Steven W. Denzler, Distribution Engineer *SWD*

Subject: Northwoods Subdivision Phase 2a
ECWA File No.: BCD-18-03
ECWA Project No.: 201800068

Attached please find:

- BCD Agreement (3 copies) executed by developer
- Payment Bonds (3 copies)

Please review these attached documents for consistency with ECWA's BCD requirements.

Following your review, I will forward them back to Secretary to the Authority for approval for Board Resolution for executing agreement.

SWD:jmf
Attachments
cc: BCD-18-03

**ERIE COUNTY WATER AUTHORITY
MAIN EXTENSION AGREEMENT
(Builder-Contractor-Developer)**

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 **CIMATO BROTHERS CONSTRUCTION**, 9220 Transit Road, East Amherst, New York 14051, hereinafter called the "Applicant" agree as follows:

1. This Agreement is made pursuant to Subdivision 10, Section 1054 of the Public Authorities Law and Title 10.00, AExtensions of Mains, of the Authority's Tariff.
2. The Applicant desires to install water mains, hydrants and appurtenances as follows:

Install approximately 1750 +/- linear feet of 8" PVC and 40 +/- LF of 8" DIP water main in Northwoods Subdivision, Phase 2A, Town of Clarence, under an Erie County Water Authority Builder, Contractor, Developer (BCD) Agreement.

Install four (4) hydrants and three (3) line valves in Northwoods Subdivision, Phase 2A, Town of Clarence, under an Erie County Water Authority Builder, Contractor, Developer (BCD) Agreement.

Briannas Nook

Beginning at the end of Phase 1 at approximate station 9+50, thence southerly through a double curve 580 +/- linear feet within the proposed right-of-way of Briannas Nook, and ending at approximate station 3+75.

Marguerites Way

Beginning at the end of Phase 1 at approximate station 6+40, thence southerly 460 +/- linear feet within the proposed right-of-way of Marguerites Way, and ending at approximate station 1+75.

Marcos Hideaway

Beginning at approximate station 3+80 on Marguerites Way, thence westerly 556 +/- linear feet within the proposed right-of-way of Marcos Hideaway, and ending in a cul-de-sac.

As shown and noted on Passero Associates drawing of Northwoods Subdivision, Phase 2A approved June 15, 2016.

3. The Applicant shall submit two (2) prints of subdivision drawings showing the proposed water main installation, hydrants, and appurtenances to the Authority's

Plan Review Section for review. One (1) print will be returned either approved or marked for correction. If corrections are required, two prints of the revised drawings shall be resubmitted to the Plan Review Section for review and approval. The same procedure shall be followed until the drawings are approved.

- 3A. If the Authority requires that a main greater than eight (8") inches in diameter be installed for the Authority's convenience in a subdivision, the Authority will install the main. Applicant (Builder-Contractor-Developer) will be required to pay the Authority the cost of an 8-inch main for that section of main which provides service for Applicant's (Builder-Contractor-Developer) subdivision. Applicant will deposit, in advance, the estimated cost of the foot rate set forth in Section 2.05 of the Authority's Tariff. The Authority must receive payment set forth above and install said main before the Authority will provide service to the houses in the subdivision. In the event a water main (mains) is (are) required to reach the subdivision, Applicant shall deposit in advance the estimated amount to construct said main or mains. If the Applicant (Builder-Contractor-Developer) requires a main larger than an 8-inch for service to the subdivision, he shall install such main.
- 3B. Vacant lots in new subdivisions which are to receive water service for an existing main appropriate to the service requested will not be included in this Main Extension Agreement. Applications for these services are to be made individually as each structure is erected. Those services will be installed by the Authority in accordance with the provisions of Section 4.00 of the Authority's Tariff in effect at the time the application is made.
4. After the Authority has approved the subdivision drawings, final approval of the subdivision drawings must be obtained from the Town, City or other appropriate governing body. Two reproducibles of the approved drawings shall then be submitted to the Authority for signature of the Authority's Executive Engineer. Two reproducibles of the signed drawings will be returned to the Applicant (Builder-Contractor-Developer) upon execution of the Main Extension Agreement.
5. Prior to beginning installation of the water mains, hydrants and appurtenances, Applicant shall provide the Authority with the following:
 - a. Name of contractor 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;
 - e. A certified copy of the resolution of the Town, City or other appropriate governing body authorizing and approving the installation of hydrants.

Such resolution shall set forth that the Town, City or other appropriate governing body shall pay the annual rates for the hydrants to be installed as provided for in the Authority's Tariff.

6. Applicant 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.
7. 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 submits 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.
8. 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, Applicant (Builder-Contractor-Developer) shall provide the Authority with the following:
 - 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 construction cost of the water mains and appurtenances as estimated below. Said bond shall cover a period of twenty-four (24) months following completion of the installation of water mains and appurtenances. The completion date shall be established as the date of acceptance of the work by resolution of the Authority.
 - ~~a~~ b. Labor and Material 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 construction cost of the water mains and appurtenances as estimated below. Said bond shall cover a period of twelve (12) months following completion of the installation of water mains and appurtenances. The completion date shall be established as the date of acceptance of the work by resolution of the Authority.
 - c. Statement, signed and sealed by the applicant's (Builder-Contractor-Developer) 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 Applicant's (Builder-

Contractor-Developer) 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 applicant's (Builder-Contractor-Developer) engineer. The applicant's (Builder-Contractor-Developer) 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 the bill of sale shall include a completed "Schedule of Inventory attached to Bill of Sale" on the form provided by the Authority.
9. Water service connections will be installed by the Authority at the time requested by the Applicant (Builder-Contractor-Developer). The Applicant (Builder-Contractor-Developer) shall make arrangements as herein prescribed for the water service connection as well as meter installation and payment.
 10. The Applicant (Builder-Contractor-Developer) shall notify the Authority when customer service is desired at an individual premise so that a meter can be installed. If the Applicant (Builder-Contractor-Developer) fails to notify the Authority that a meter should be installed, he shall be required to pay three (3) times the monthly minimum charge for the size of meter to be installed for each month or part thereof that water has been used at the premise. This period of time will be calculated from the date of issue of the Certificate of Occupancy or the date of sale by the Applicant of said premises, whichever is earlier, to the date the meter is installed. Meter installations will be in accordance with the provisions of Section 6.00 of the Authority's Tariff.
 11. No hydrant shall be used for any purpose other than the extinguishing of fires, periodic tests of the fire protection system, or periodic drills by legally constituted fire companies, unless written authorization is given by the Authority. The Authority shall be notified in advance of the time of all tests and rills, so that if desired, the Authority may have a representative present.
 12. 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, appurtenances, etc.
 13. Title to all water mains, hydrants, services, and appurtenances shall vest in the Authority and the Authority shall provide service to Applicant in the same manner as if the mains were originally installed by the Authority.

14. 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. 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 other source of water supply not approved by the Department of Health of the State of New York.

15. 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 main installed by it pursuant to the terms of the Agreement in or to other lands, streets or avenues, but Applicant shall not by reason thereof be entitled to any repayment.
 - b. Any authorized representative of the Authority shall have free access to the premises of the Applicant at any reasonable time for the purpose of reading the meter or inspecting said construction.
 - c. Submetering. 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 and 12.00 for the Authority's Tariff.
 - d. Water Service may be disconnected for the reasons enumerated in Section 2.33 of the Authority's Tariff.
 - e. This extension shall be made in accordance with provisions of the Authority's Tariff.

IN WITNESS WHEREOF, the parties hereto have duly caused their seals to be hereunto affixed and these presents to be signed by its duly authorized officers and the Applicant has hereunto set his hand and seal this ____ day of _____, 2018.

CIMATO BROTHERS CONSTRUCTION

 (PRES.)

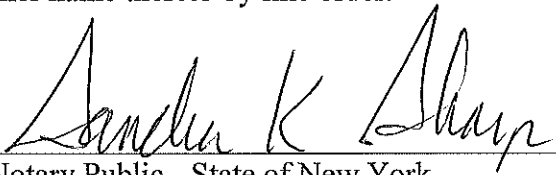
ERIE COUNTY WATER AUTHORITY

JEROME D. SCHAD
CHAIRMAN

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

On this 26th day of June, 2018, before me personally came
Ferdinando A. Cimato, to me known, who being by me duly sworn, did
depone and say that he/she resides at Clarence Ctr, NY; that he/she is president
of Cimato Bros. Construction, the corporation described in, and which executed, the foregoing
instrument; that he/she 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/she signed his/her name thereto by like order.

SANDRA K. SHARP
Notary Public, State of New York
No. 01SH6223137
Qualified In Erie County
My Commission Expires July 6, 2018


Notary Public - State of New York

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

On this day of , 2018, before me personally came
JEROME 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