

Project No. ||

**ERIE COUNTY WATER AUTHORITY
DOMESTIC SERVICE AGREEMENT**

AN AGREEMENT between the **ERIE COUNTY WATER AUTHORITY**, a public benefit corporation of the State of New York, a party of the first part, hereinafter referred to as the "Authority" and ||, party of the second part is applying for a || (||") inch domestic service at ||; said tap is located off an existing || (||") inch watermain located in the || right-of-way of ||; said connection will be located approximately || feet || of the centerline of ||.

Applicant will simultaneously with the execution and delivery of this agreement submit a check in the amount of \$|| made payable to the Erie County Water Authority; said sum being the estimated cost only (including contingency markup and roundup if applicable) of the || (||") inch connection at ||. This estimated amount is based on the work being installed by ||.

Applicant agrees to pay to the Authority the entire cost of the work including all indirect costs such as the Authority's most recent audited overhead rate to cover administrative costs of the aforesaid installation of the domestic service. If the entire cost of the work exceeds the estimated cost thereof as defined above, the Applicant shall pay the difference between the entire and estimated cost to the Authority. However, should the entire cost of the abovementioned installation advanced by the Applicant be less than the estimated cost thereof, the Authority will refund the difference between said amounts to the Applicant.

It is also agreed that the aforesaid connection will be furnished and used under and pursuant to the Rules in the Authority's Tariff as now on file at the Office of the County Clerk of Erie County, and any modifications, alterations or amendments thereof as may be made from time to time, which are hereby made a part of this Agreement, and upon the following expressed conditions:

1. This connection is to be used for domestic and fire purposes only, no connection with any source of water supply not approved by the Department of Health of the State of New York, and the Erie County Water Authority.
2. Any authorized representative of the Authority shall have free access to the premises of the party of the second part at any reasonable time for the purpose of inspecting the said connection.
3. Violation by the party of the second part of any of the conditions of this Agreement or of the Authority's rules, and so forth, shall terminate the same and the Authority may disconnect the pipe or shut off the supply of water.

4. The party of the second part agrees to pay for services rendered under this contract the rates and charges under terms set forth in Service Classification No. 1 and 1-A of the Authority's Tariff. If at any time the party of the second part elects to change the terms of this contract with respect to size of connection, this contract shall be modified accordingly or a new contract shall be executed. The charges set forth in Service Classification No. 1 and 1-A in the Authority's Tariff are subject to change from time to time as rates may be modified.
5. 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 source of water supply not approved by the Department of Health in the State of New York. In conformance with Part 5 of the New York State Sanitary Code, the Authority has implemented a Cross Connection Control Program and shall not permit its mains or service pipes to be connected in any way to any piping, tank, vat or other apparatus which contains liquids, chemicals, or any other matter which might flow back into the Authority's service pipe or mains and consequently endanger the water supply without the installation of a proper backflow prevention device as specified by the New York State Department of Health, at a location approved by the Authority.
6. This Agreement constitutes the entire Agreement between the parties and supersedes all prior or other agreements and representations, oral or in writing. Neither this Agreement nor any term, covenant, provision or condition may be changed, waived, discharged or terminated orally or in any manner other than an instrument in writing executed and acknowledged by the party against whom the enforcement of the change, waiver, discharge or termination is sought.
7. All the terms, covenants, provisions, conditions and agreements hereinabove set forth or provided for shall be binding upon and ensure to the benefit of the parties hereto and their respective heirs, distributees, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the **ERIE COUNTY WATER AUTHORITY** has caused its corporate seal 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.

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ERIE COUNTY WATER AUTHORITY

JEROME D. SCHAD
CHAIRMAN