

Project No. ||

**ERIE COUNTY WATER AUTHORITY
HYDRANT RELOCATION CONTRACT**

AN AGREEMENT made 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, hereinafter referred to as the “Applicant”, who is applying for the **relocation of one hydrant at ||**.

Applicant will simultaneously with the execution and delivery of this agreement pay to the Authority the sum of \$|| being the estimated cost of the hydrant relocation.

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

It is also agreed that the aforesaid connection will be furnished and used under and pursuant to 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 fire purposes only and is to have no connection whatever with any taps that may be used for domestic services and shall have no connection with any source of water supply not approved by the Department of Health of the State of New York, and the Authority.
2. Any authorized representative of the Authority shall have free access to the premises of Applicant at any reasonable time for the purpose of inspecting the said connection.
3. Violation by Applicant of any of the conditions of this Agreement or of the Authority’s Tariff, shall terminate the same and the Authority may disconnect the pipe or shut off the supply of water.
4. 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 and which does not meet the requirements of the Environmental Protection Agency. The Authority

will also not permit its mains or service pipes to be connected in any way to any piping, tank, vat or an apparatus which contains liquids, chemicals, or any other matter which may flow back into the Authority's service pipe or mains and consequently endanger the water supply. The Authority may require that each occupant confirm to the Authority that there are no cross-connections on the premises and that an adequate cross-connection control program exists on the premises.

5. This Agreement constitutes the entire Agreement between the parties and supersedes all prior or other agreements and representation, oral or in writing. Neither this Agreement nor any terms, 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.
6. 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