

TEMPORARY AGREEMENT

AN AGREEMENT made between the **ERIE COUNTY WATER AUTHORITY**, a public benefit corporation of the State of New York, party of the first part, hereinafter referred to as the "Authority" and || party of the second part, who is applying for a || (|") inch domestic service at || which installation shall be tapped off an existing || (|") inch main approximately ||.

APPLICANT will simultaneously and with the execution and delivery of this Agreement pay to the Authority the sum of \$||; namely \$|| for the connection, \$|| as a deposit to secure the bill; \$|| as a deposit on the water meter and backflow device; \$|| for miscellaneous and \$|| as a cost to kill the service.

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 installation of the domestic service. If the actual cost exceeds the estimated cost thereof, the Applicant shall pay the difference between the actual and estimated cost to the Authority. However, should the actual cost of the abovementioned installation advance by the Applicant be less than the estimated cost thereof, then 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 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 services only and is to have no connection whatsoever with any taps that may be used for other than 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 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 at rates and charges under the 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 the 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 of the Authority 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 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 other apparatus which contains liquids, chemicals, or any other matter which may flow back in to the Authority's service pipe or mains and consequently endanger the water supply. The Authority may require that each occupant covenant to the Authority that there are no cross-connection on the premises and that an adequate cross-connections control program exists on the premises.
- 6. This Agreement constitutes the entire Agreement between the parties and supercedes 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 enure 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