

ERIE COUNTY WATER AUTHORITY
AUTHORIZATION FORM
For Approval/Execution of Documents
(check which apply)

Contract: _____ Project No.: _____
Project Description: Authorization for Chair to Execute Revised Standardize Agreements
(Domestic Service; Private Fire Protection; Combination Service; Hydrant Relocation)

Item Description:

- | | | | |
|---|--|---|---------------------------------------|
| <input checked="" type="checkbox"/> Agreement | <input type="checkbox"/> Professional Service Contract | <input type="checkbox"/> Amendment | <input type="checkbox"/> Change Order |
| <input type="checkbox"/> BCD | <input type="checkbox"/> NYSDOT Agreement | <input type="checkbox"/> Contract Documents | <input type="checkbox"/> Addendum |
| <input type="checkbox"/> Recommendation for Award of Contract | <input type="checkbox"/> Recommendation to Reject Bids | | |
| <input type="checkbox"/> Request for Proposals | | | |
| <input type="checkbox"/> Other _____ | | | |

Action Requested:

- | | |
|---|--|
| <input checked="" type="checkbox"/> Board Authorization to Execute | <input type="checkbox"/> Legal Approval |
| <input type="checkbox"/> Board Authorization to Award | <input checked="" type="checkbox"/> Execution by the Chairman |
| <input type="checkbox"/> Board Authorization to Advertise for Bids | <input type="checkbox"/> Execution by the Secretary to the Authority |
| <input type="checkbox"/> Board Authorization to Solicit Request for Proposals | |
| <input type="checkbox"/> Other _____ | |

Approvals Needed:

APPROVED AS TO CONTENT:

<input checked="" type="checkbox"/> Distribution Engineer	<u>Al Mann</u>	Date: <u>1/22/2020</u>
<input checked="" type="checkbox"/> Chief Operating Officer	<u>Kyrell J. Telle</u>	Date: <u>1/22/2020</u>
<input checked="" type="checkbox"/> Executive Engineer	<u>Jeanne G. Romabini</u>	Date: <u>1-22-2020</u>
<input type="checkbox"/> Director of Administration		Date: _____
<input checked="" type="checkbox"/> Comptroller	<u>Grace Johnson</u>	Date: <u>1/22/2020</u>
<input checked="" type="checkbox"/> Chief Financial Officer	<u>Haun A. Bendugast</u>	Date: <u>01/22/2020</u>
<input checked="" type="checkbox"/> Legal	<u>Margaret A. Murphy</u>	Date: <u>1-22-2020</u>

APPROVED FOR BOARD RESOLUTION:

<input checked="" type="checkbox"/> Secretary to the Authority	<u>TJ [Signature]</u>	Date: <u>1/22/20</u>
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Remarks: _____

Resolution Date: _____

Item No: _____

Project No. ||

**ERIE COUNTY WATER AUTHORITY
PRIVATE FIRE PROTECTION CONTRACT**

AN AGREEMENT made between the **ERIE COUNTY WATER AUTHORITY**, a public benefit corporation of the State of New York, hereinafter referred to as the “Authority” and ||, an applicant for Private Fire Protection Service, hereinafter referred to as the “Customer”.

It is agreed that the Authority will furnish and lay a || (|") inch connection from the existing || (|") inch watermain located in the || right-of-way of ||; said connection will be located approximately || feet || of the centerline of || to the property of the Customer at ||, **New York** and that the Customer will use the said connection for fire purposes only.

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

Customer agrees to pay to the Authority the actual 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 connection upon which Customer's premises abuts. If the actual cost of the work exceeds the estimated cost, the Customer shall pay the difference between the actual and estimated cost to the Authority. However, should the actual cost of the fire protection service connection advanced by the Customer be less than the estimated cost, the Authority will refund without interest the difference between said amounts to the Customer.

It is also agreed that the aforesaid connection will be furnished and used under and pursuant to the Authority's Tariff of the Authority 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. If Customer fails or refuses to pay the difference between the actual and estimated cost to the Authority, the Authority will be entitled to reasonable attorney fees and expenses to collect these costs from the Customer. The Authority also reserve the right to terminate the water services if the Customer fails or refused to pay the difference.
2. This connection and/or hydrants are to be used for fire purposes only and is to have no connection whatsoever with any taps that may be used for other than fire purposes 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.

3. The Customer agrees specifically not to draw any water whatsoever through said connection and/or hydrants for any purpose except the extinguishing of fires or a periodic test of the fire protection system.
4. The Customer agrees to notify the Authority at the time of all tests, so that, if desired, the Authority may have a representative present. Such notification, however, need not be formal and written, but may be given by telephone to the principal office and place of business of the Authority
5. Any authorized representative of the Authority shall have free access to the premises of Customer at any reasonable time for the purpose of inspecting the said connection.
6. Violation by the Customer of any of the conditions of this Agreement or of the Rules in the Authority's Tariff shall terminate the same and the Authority may disconnect the pipe or shut off the supply of water.
7. The Customer agrees to pay for services rendered under this contract the rates and charges under terms set forth in Service Classification No. 2 of the Authority's Tariff. If at any time the Customer elects to change the terms of this Agreement with respect to size of connection or number of fire protective devices, this Agreement shall be modified accordingly, or a new contract shall be executed. The charges set forth in Service Classification No. 2 of the Authority are subject to change from time to time as rates may be modified.
8. Water through this connection and/or hydrants are to be supplied subject to the rights of public authorities to use water in the street mains through hydrants for fire purposes.
9. The Authority reserves the right at any time, without notice, to shut off the water in its mains for the purpose of making repairs or extensions, or for other purposes, and it is expressly agreed that the Authority shall not be liable for a deficiency or failure in the supply of water, or 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. All customers having boilers, hot water heaters, interior piping, etc. upon their premises depending upon the pressure in the Authority's pipes to keep them supplied are cautioned against danger of collapse or bursting and all such damage shall be borne exclusively by the customers.
10. 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. In conformance with Part 5 of the New York State Sanitary Code, the Customer shall install a backflow prevention device when required by the Authority.

11. This Private Fire Protection 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 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.
12. All the terms, covenants, provisions and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, distributees, executors, administrators, successors and assigns.
13. The effective date of this Agreement is the ____ day of _____. 2020.
14. The Customer must sign, execute and return to this Agreement to the Erie County Water Authority, Legal Department, 295 Main Street, Suite 350, Buffalo, New York 14203 within six months of its effective date, along with a check made payable to the Authority in the amount of the estimated cost for the work. If the Legal Department does not receive a fully executed Agreement and the check within this six-month period, this Agreement will be considered null and void.

IN WITNESS WHEREOF, the parties acknowledge the terms and conditions of this Agreement by their signatures or the signature of a duly authorized representative.

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ERIE COUNTY WATER AUTHORITY

JEROME D. SCHAD
CHAIRMAN

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

On this ____ day of _____, 20____, before me personally came _____
_____, to me known, who being by me duly sworn, did depose and say that he/she
resides at _____; that he/she is _____
of || 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.

Notary Public - State of New York

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

On this ____ day of _____, 20____, before me personally came _____ to me
known to be the individual described in and who executed the foregoing instrument, and duly
acknowledged to me that he executed the same.

Notary Public - State of New York

[illegible]

On this _____ day of _____, 20____, before me personally
came _____
_____, to me known, who being by me duly sworn, did depose and say that he/she resides at _____
_____; that he/she is the Managing Member of _____, LLC, a New York domestic limited liability company.

Notary Public - State of New York

STATE OF NEW YORK)
)
COUNTY OF ERIE)

On this ____ day of _____, 20____, before me personally came JEROME D. 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 public authority named in the foregoing indenture; that he knows the seal of said public authority; that the seal affixed to said instrument is such 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

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, hereinafter referred to as the “Authority” and ||, hereinafter referred to as the “Customer”, 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 ||.

Customer 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 ||.

Customer agrees to pay to the Authority the actual cost for the installation of domestic services 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, the Customer shall pay the difference between the actual and estimated cost to the Authority. However, should the actual cost of the abovementioned installation advanced by the Customer be less than the estimated cost thereof, the Authority will refund the difference between said amounts to the Customer.

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. If Customer fails or refuses to pay the Authority the difference between the actual and estimated cost for the installation of the connection, the Authority will be entitled to reasonable attorney fees and expenses in collecting these costs from the Customer. The Authority also reserve the right to terminate the water services if the Customer fails or refused to pay the difference.
2. This connection is to be used only for domestic purposes and will not be connected to a source of water supply not approved by the Department of Health of the State of New York, and the Erie County Water Authority.
3. Any authorized representative of the Authority shall have free access to the premises of the Customer at any reasonable time for the purpose of inspecting the said connection.
4. Violation by the Customer of any of the conditions of this Agreement or of the

Rules in the Authority's Tariff shall terminate the Agreement and the Authority may disconnect the pipe or shut off the supply of water.

5. Customer 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 Customer elects to change the terms of this Agreement with respect to size of connection, this Agreement 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.
6. 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.
7. 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 acknowledged by the party against whom the enforcement of the change, waiver, discharge or termination is sought.
8. 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.
9. The effective date of this Agreement is the ____ day of _____. 2020.
10. The Customer must sign, execute and return to this Agreement to the Erie County Water Authority, Legal Department, 295 Main Street, Suite 350, Buffalo, New York 14203 within six months of its effective date, along with a check made payable to the Authority in the amount of the estimated cost for the work. If the Legal Department does not receive a fully executed Agreement and the check within this six-month period, this Agreement will be considered null and void.

IN WITNESS WHEREOF, the parties acknowledge the terms and conditions of this Agreement by their signatures or the signature of a duly authorized representative.

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ERIE COUNTY WATER AUTHORITY

JEROME D. SCHAD
CHAIRMAN

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

On this ____ day of November, 2018, before me personally came _____
_____, to me known, who being by me duly sworn, did depose and say that he/she
resides at _____; that he/she is _____
of || 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.

Notary Public - State of New York

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

On this ____ day of _____, 2019, before me personally came _____ to me
known to be the individual described in and who executed the foregoing instrument, and duly
acknowledged to me that he executed the same.

Notary Public - State of New York

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

On this _____ day of _____, 2019, before me personally came
, to me known, who being by me duly sworn, did depose and say that he/she resides at
; that he/she is the Managing Member of _____, LLC, a New York domestic limited liability company.

Notary Public - State of New York

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

On this ____ day of _____, 2019, before me personally came JEROME D. 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

**ERIE COUNTY WATER AUTHORITY
PRIVATE FIRE PROTECTION/DOMESTIC SERVICE AGREEMENT**

AN AGREEMENT between the **ERIE COUNTY WATER AUTHORITY**, a public benefit corporation of the State of New York, hereinafter referred to as the “Authority” and ||, an applicant for Private Fire Protection/Domestic Service, hereinafter referred to as the “Customer”.

It is agreed that the Authority will furnish and lay a || (||”) inch connection from the existing || (||”) inch main that is located in the || right-of-way of ||; said connection will be located approximately || feet || of the centerline of || to the property of the Customer at ||, **New York**, and that the Customer will use the said connection for fire and domestic purposes only.

Customer 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. This estimated amount is based on the work being installed by January 31, 20||.

Customer 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 connection upon which Customer’s premises abuts. If the actual cost of the work exceeds the estimated cost thereof as defined above, the Customer shall pay the difference between the actual and estimated cost to the Authority. However, should the actual cost of the service connection advanced by the Customer be less than the estimated cost, the Authority will refund without interest the difference between said amounts to the Customer.

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. If Customer fails or refuses to pay the Authority the difference between the actual and estimated cost for installation of the connection, the Authority will be entitled to reasonable attorney fees and expenses in collecting these costs from the Customer. The Authority also reserve the right to terminate the water services if the Customer fails or refused to pay the difference.
2. This connection and/or hydrants are to be use for only fire and domestic purposes and are to 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.
3. The Customer agrees to notify the Authority at the time of all tests, so that, if

desired, the Authority may have a representative present. Such notification, however, need not be formal and written, but may be given by telephone to the principal office and place of business of the Authority.

4. The Customer agrees to notify the Authority at the time of all tests, so that, if desired, the Authority may have a representative present. Such notification, however, need not be formal and written, but may be given by telephone to the principal office and place of business of the Authority.
5. Any authorized representative of the Authority shall have free access to the premises of the Customer at any reasonable time for the purpose of inspecting the said connection.
6. Violation by the Customer 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.
7. The Customer agrees to pay for services rendered under this Agreement the rates and charged under terms set forth in Service Classification No. 2 of the Authority's Tariff. If at any time the Customer elects to change the terms of this Agreement with respect to size of connection or number of fire protective devices, this Agreement shall be modified accordingly, or a new Agreement shall be executed. The charges set forth in Service Classification No. 2 of the Authority are subject to change from time to time as rates may be modified.
8. The Customer agrees to pay for services rendered under this Agreement 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 Customer elects to change the terms of this Agreement with respect to size of connection, this Agreement shall be modified accordingly, or a new Agreement 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.
9. Water through this connection and/or hydrants is to be supplied subject to the rights of public authorities to use water in the street mains through hydrants for fire purposes.
10. The Authority reserves the right at any time, without notice, to shut off the water in its mains for the purpose of making repairs or extensions, or for other purposes, and it is expressly agreed that the Authority shall not be liable for a deficiency or failure in the supply of water, or 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. All customers having boilers, hot water heaters, interior piping, etc. upon their premises depending upon the pressure in the Authority's pipes to keep them supplied are cautioned against danger of

collapse or bursting and all such damage shall be borne exclusively by the customers.

11. 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. In conformance with Part 5 of the New York State Sanitary Code, the Customer shall install a backflow prevention device when required by the Authority.
12. This Private Fire Protection/Domestic Service 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 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.
13. 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.
14. The effective date of this Agreement is the ____ day of _____. 2020.
15. The Customer must sign, execute and return to this Agreement to the Erie County Water Authority, Legal Department, 295 Main Street, Suite 350, Buffalo, New York 14203 within six months of its effective date, along with a check made payable to the Authority in the amount of the estimated cost for the work. If the Legal Department does not receive a fully executed Agreement and the check within this six-month period, this Agreement will be considered null and void.

IN WITNESS WHEREOF, the parties acknowledge the terms and conditions of this Agreement by their signatures or the signature of a duly authorized representative.

||

ERIE COUNTY WATER AUTHORITY

JEROME D. SCHAD
CHAIRMAN

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

On this ____ day of _____, 20____, before me personally came _____
_____, to me known, who being by me duly sworn, did depose and say that he/she
resides at _____; that he/she is _____

of || 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.

Notary Public - State of New York

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

On this ____ day of _____, 20____, before me personally came _____ to me
known to be the individual described in and who executed the foregoing instrument, and duly
acknowledged to me that he executed the same.

Notary Public - State of New York

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

On this _____ day of _____, 20____, before me personally came _____, to me known, who being by me duly sworn, did depose and say that he/she resides at _____; that he/she is the Managing Member of _____, LLC, a New York domestic limited liability company.

Notary Public - State of New York

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

On this ____ day of _____, 20____, before me personally came JEROME D. 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 public authority named in the foregoing indenture; that he knows the seal of said public authority; that the seal affixed to said instrument is such 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