

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

Contract: BCD-18-05

Project No.: 201800153

Project Description: Install Approximately 800± LF of 8-inch PVC, 1 Hydrant, 4 Valves, and All Necessary Material for Complete Installation of Legacy Woods Subdivision Phase 1, Town of Clarence.

Item Description:



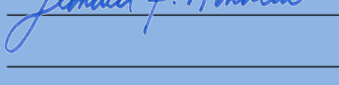
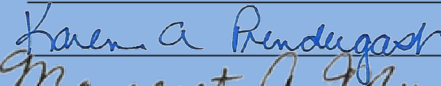
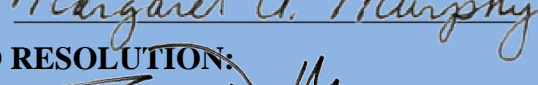
- | | | | |
|---|--|---|---------------------------------------|
| <input type="checkbox"/> Agreement | <input type="checkbox"/> Professional Service Contract | <input type="checkbox"/> Amendment | <input type="checkbox"/> Change Order |
| <input checked="" type="checkbox"/> BCD | <input type="checkbox"/> 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 checked="" 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"/> Sr. Distribution Engineer |  | Date: 12/30/2020 |
| <input checked="" type="checkbox"/> Chief Operating Officer |  | Date: 12/30/2020 |
| <input checked="" type="checkbox"/> Executive Engineer |  | Date: 12/30/20 |
| <input type="checkbox"/> Director of Administration | _____ | Date: _____ |
| <input type="checkbox"/> Risk Manager | _____ | Date: _____ |
| <input checked="" type="checkbox"/> Chief Financial Officer |  | Date: 12/30/2020 |
| <input checked="" type="checkbox"/> Legal |  | Date: 12/30/20 |

APPROVED FOR BOARD RESOLUTION:

- | | | |
|--|--|----------------|
| <input checked="" type="checkbox"/> Secretary to the Authority |  | Date: 12/30/20 |
|--|--|----------------|

Remarks: EC 7077

Resolution Date: _____

Item No: _____



ERIE COUNTY WATER AUTHORITY

INTEROFFICE MEMORANDUM

December 29, 2020

To: Terrence D. McCracken, Secretary to the Authority

From: Adam R. Massaro, Distribution Engineer *ARM*

Subject: Legacy Woods Subdivision Phase 1

Town of Clarence

ECWA File No.: BCD-18-05

ECWA Project No.: 201800153

Legacy Woods, LLC is proposing a new phase of development for the Legacy Woods Subdivision Phase 1 in the Town of Clarence. The proposed drawings were reviewed by the Engineering Department and approved by the Executive Engineer. The Legal Department has prepared a BCD agreement between the Authority and Legacy Woods LLC (Developer) and Anastasi Trucking, Inc. (Contractor) for the installation of 800± LF of 8-inch PVC water main, one hydrant, and four line valves in Legacy Woods Subdivision Phase 1, Town of Clarence. A previous agreement was executed for the entire subdivision. The subdivision has now been split into phases. This new agreement is for Phase 1 only and it supersedes the previous BCD agreement. Construction of Phase 1 has been completed.

Attached is a copy of the BCD agreement for the Board to approve and the Chairman to execute.

AM:jmf

Attachment

cc: L.Kowalski (email)

BCD-18-05

**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 **LEGACY WOODS, LLC**, 2150 Wehrle Drive, Suite 400, Buffalo, New York 14221, (hereinafter called “Developer - BCD Applicant”) and **ANASTASI TRUCKING, INC.**, 4430 Walden Avenue, Lancaster, New York 14086, (hereinafter called “Contractor - BCD Applicant,” collectively with Developer-BCD Applicant called “BCD Applicants”). The BCD Applicants agree as follows:

1. This Agreement is made pursuant to Subdivision 10, Section 1054 of the Public Authorities Law and Title 10.00, “Extensions of Mains” of the Authority’s Tariff.
2. This Agreement supersedes the agreement approved by the Authority’s Board of Commissioners on January 30, 2020.
3. On January 21, 2019, the Authority’s Engineering Department approved plans and specifications submitted by the BCD Applicants for the installation of water mains, hydrants and appurtenances for the subdivision known as Legacy Woods Subdivision in the Town of Clarence, State of New York (hereinafter called the “Subdivision”).
4. The BCD Applicants affirm the Subdivision plans have been reviewed and approved by the Town of Clarence and the Erie County Department of Health.
5. The BCD Applicants have installed water mains, hydrants and appurtenances, for Phase 1, pursuant to the subsequent plans and specifications approved by the Authority and described as follows:

INSTALLATION of approximately 800 ± linear feet of 8-inch PVC water main in the Subdivision.

INSTALLATION of one (1) hydrant and four (4) line valves in the Subdivision.

RED HAWK TRAIL

BEGINNING at Newhouse Rd. at approximately Station 0+25, thence westerly approximately 800 ± linear feet within the proposed right-of-way of Red Hawk Trail, ending in a blow off at approximate Station 8+00.

AS SHOWN and noted on the Passero Associates drawings of Legacy Woods Subdivision dated May 2018.

6. The BCD Applicants affirm they are business entities registered with the New York Secretary of State to do business in the State of New York.
7. The BCD Applicants have submitted 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 has been marked as approved by the Authority, submitted by its Executive Engineer and returned to the BCD Applicants.
8. Vacant lots in any subsequent phase 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.
9. The BCD Applicants have collected water samples on October 6, 2020 for bacterial testing and have submitted these samples to Biotrax Testing Laboratory, Inc. ("Biotrax"). Biotrax submitted its results to the Erie County Health Department. Based on these test results, the Erie County Health Department approved the test results and issued a Certificate of Acceptance to the Authority.
10. Authority personnel directed the operation of valves on existing water mains during the required leakage and pressure tests and the disinfection of the water mains and appurtenances. Upon completion of these tests, the mains were shut off. The Erie County Health Department issued a Certificate of Acceptance. The mains shall not be placed into service until all other 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.
11. Prior to both acceptance by the Authority and the date water service is begun, BCD Applicants shall have the Contractor - BCD Applicant provide the Authority with the following:
 - a. Maintenance bond.
 - (1) 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 actual construction cost of the water mains and appurtenances.
 - (2) Said bond shall cover a period of twenty-four (24) months following

the completion of the installation of water mains and appurtenances. During this 24-month period, the Contractor – BCD Applicant agrees to maintain and repair the water mains and appurtenances accepted by the resolution of the Authority.

- (3) The completion date shall be established as the date of the acceptance of the work by resolution of the Authority.
- (4) If the Contractor – BCD Applicant defaults on its/his/her obligation, the Authority may seek to recover the cost of maintenance and repair from the carrier/surety of the maintenance bond.

b. Payment bond.

- (1) A payment 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 actual construction cost of the water mains and appurtenances.
- (2) The Contractor - BCD Applicant will provide said payment bond to insure all labor and materials supplied for the construction and installation of the water mains and appurtenances have been fully paid, ensuring the Authority accepts such water mains and appurtenances without liens or encumbrances.
- (3) Said bond shall cover a period of twelve (12) months following completion of the installation of water mains and appurtenances.
- (4) The completion date shall be established as the date of acceptance of the work by resolution of the Authority.

c. The Authority may review and verify the actual construction cost of the mains and appurtenances. The actual cost will be used to determine the amount of the maintenance and payment bonds mentioned above, and for all other legal and administrative purposes. The actual cost shall include the furnishing and installing of the pipe, valves, hydrants, paving and other appurtenances required to be completed before the work is accepted by resolution of the Authority.

d. A statement, signed and sealed by the BCD Applicants' 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 BCD Applicants' 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 BCD Applicants' engineer. The BCD Applicants' 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. A completed "Schedule of Inventory" shall be attached to bill of sale on the form provided by the Authority.
- 12. Water service connections will be installed by the Authority at the time requested by the BCD Applicants. The BCD Applicants shall make arrangements for the water service connection as well as meter installation and payment.
- 13. The BCD Applicants shall notify the Authority when customer service is desired at an individual premise so that a meter can be installed. If the BCD Applicants fail to notify the Authority that a meter should be installed, the BCD Applicants 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 BCD Applicants 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.
- 14. No hydrant has been or will 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 drills, so that if desired, the Authority may have a representative present.
- 15. 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, and other appurtenances.
- 16. Title to all water mains, hydrants, services, and appurtenances shall vest in the Authority and the Authority shall provide service to BCD Applicants in the same manner as if the mains were originally installed by the Authority.
- 17. 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.

18. It is mutually understood and agreed:
- a. The mains 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 mains installed by it pursuant to the terms of the Agreement in or to other lands, streets or avenues, but BCD Applicants 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 BCD Applicants at any reasonable time for the purpose of reading the meter or inspecting said construction.
 - c. 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 of the Authority's Tariff.
 - d. Water Service may be disconnected for the reasons enumerated in Section 2.32 of the Authority's Tariff.
 - e. This extension shall be made in accordance with provisions of the Authority's Tariff.
19. The effective date of this Agreement shall be the 7th day of **January 2021**, the date of the resolution authorizing its execution was adopted by the Authority's Board of Commissioners.

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

LEGACY WOODS LLC

GREGORY F. DANIEL, M.D.,
Managing Member

ANASTASI TRUCKING, INC.

GARY ANASTASI, President

ERIE COUNTY WATER AUTHORITY

JEROME D. SCHAD, Chair

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

On this day of , 2021, before me personally came GREGORY F. DANIEL, M.D., to me known, who being by me duly sworn, did depose and say that he resides in the Town of Amherst in the State of New York; that he is the Managing Member of LEGACY WOODS LLC, the corporation described in, and which executed, the foregoing instrument; 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 order of the Board of Directors of said corporation and that he signed his name thereto by like order.

Notary Public - State of New York

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

On this day of , 2021, before me personally came GARY ANASTASI, to me known, who being by me duly sworn, did depose and say that he resides in the Town of Amherst in the State of New York; that he is the President of ANASTASI TRUCKING, INC., the corporation described in, and which executed, the foregoing instrument; 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 order of the Board of Directors of said corporation and that he signed his name thereto by like order.

Notary Public - State of New York

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

On this day of , 2021, 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 in the State of 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