



# ERIE COUNTY WATER AUTHORITY

## INTEROFFICE MEMORANDUM

January 11, 2022

To: Terrence D. McCracken, Secretary to the Authority

From: Michael J. Quinn, Senior Distribution Engineer

A handwritten signature in black ink, appearing to read "MJQ", is written over the name "Michael J. Quinn".

Subject: Village of Alden Bulk Sale Agreement  
Project No. 202100145 (LS)

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Over the past several years, the Erie County Water Authority (Authority) has been providing water to the Village of Alden (Village) via a temporary interconnection between the two systems. This interconnection is activated at the Village's request on an emergency basis to provide supplemental supply during times of high demand in the Village system or during other emergency situations. This temporary interconnection was covered by an existing Bulk Sale Agreement between the Authority and the Village dated June 22, 2017 (copy attached).

In early 2021, the Village requested that the Authority consider approving the construction of a permanent interconnection to be located on Exchange Street near the Village line. The interconnection was designed and constructed by the Village and approved by the Authority in the summer of 2021. This interconnection while permanent, will only be activated under the same conditions as the former temporary connection. The flow through the interconnection will be monitored using an Authority provided meter and charges will be levied based upon the approved Tariff.

In order to address the permanent interconnection, the Authority agreed that the existing Bulk Sale Agreement should be updated to account for the new infrastructure. While this Agreement contemplates the supplemental supply, it was written to also accommodate the potential for the Authority to become the sole provider of water to the Village in the future should that become necessary.

Attached find three copies of the partially executed Bulk Sale Agreement for execution by the Chairman.

MJQ:jmf

Attachments

cc: R.Stoll

K.Prendergast

L.Kowalski

M.Carney

**VILLAGE OF ALDEN  
SUPPLEMENTAL SUPPLY AGREEMENT**

**AGREEMENT** made this 22nd day of June, 2017, by and between

**ERIE COUNTY WATER AUTHORITY**  
295 Main Street, Rm. 350  
Buffalo, New York 14203

a public benefit corporation hereinafter referred to as the "Authority", and

**VILLAGE OF ALDEN**  
13336 Broadway  
Alden, New York 14004

a municipal corporation hereinafter referred to as the "Village"

**WHEREAS**, the Authority, pursuant to Section 1054-8 of the Public Authorities Law and other applicable law, is authorized to supply water and related services; and

**WHEREAS**, the Village, pursuant to its enabling legislation and other applicable law, has the authority to adopt a resolution requesting that the Authority sell and deliver water to an area served by the Village; and

**WHEREAS**, the parties desire to enter into an agreement whereby the Authority would sell and deliver water to the Village,

**NOW, THEREFORE**, the parties agree as follows:

**1. OBLIGATIONS OF THE AUTHORITY:** In order to facilitate the sale and delivery of water by the Authority to the Village, the Authority shall perform certain obligations in the following manner:

- a) The Authority will furnish a supply of water to the Village pursuant to the Erie County Water Authority Tariff, under the authority of Paragraphs 2.13 - 2.16.
- b) The Authority will furnish the appropriate meters .
- c) The Authority will deliver a supply of water at the designated meter connection but shall not be responsible for the water beyond such delivery point or points.

- d) All water delivered and sold shall be at rates and charges as set forth in Service Classification No 1 of the Erie County Water Authority Tariff. All monthly meter charges will be billed as well by the Authority. In accordance with the above, monthly minimum charges will be calculated under Service Classification No. 1, paragraph 13.01.

**2. OBLIGATIONS OF THE VILLAGE OF ALDEN:** In order to facilitate the sale and delivery of water by the Authority, the Village shall perform certain obligations in the following manner:

- a) The Village will construct the appropriate meter vault, piping and backflow prevention devices at the Village's expense to effectuate an interconnection along Exchange Street subject to Authority design approval and any and all other approvals as may be needed.
- b) Subject to available future need and funding, the Village will endeavor to work with the Authority to identify and activate additional points of interconnection.
- c) The Village shall certify in writing to the Authority that the facilities of the Village installed or proposed to be installed will be operated and maintained by the Village; that the service of water to the residents and inhabitants within the Village's corporate limits will be performed by the Village, and that such facilities will remain property of the Village unless the Authority shall give its consent in writing to the transfer of its ownership thereof.
- d) The Village shall warrant to the Authority that its mains, storage tanks, pumping stations, cross-connection control program, and other facilities for the distribution of water within its corporate limits are and will continue to be able to provide for an adequate and safe supply of water at proper pressures for domestic, commercial and industrial use as well as for public and private fire protection; and that additional sales of water to the Village, for resale to persons, municipal corporations and special improvement districts outside of its corporate limits will not impair the supply or pressure of water when being served by the Village to its residents and inhabitants.
- e) The supply of water through the agreed upon interconnection(s) to the Village shall not occur until:
  - 1. The consent of the New York State Department of Health and the New York State Department of Environment and Conservation (the Office of Environmental Analysis) is received;
  - 2. A determination in the sole discretion of the Authority that the conditions of the service request are economically feasible and within the capacity of the Authority to render without prejudice to the demands imposed upon its system by its other customers.

- f) It is agreed that the Village assumes full responsibility for restoration of all property that is disturbed as part of the installation and connection of the supplemental water supply.
- g) In the event the Authority, in periods of drought or emergencies, restricts, curtails, or prohibits the use of water for secondary purposes, i.e. sprinkling, car washing, fillings swimming pools, etc., the Village will use its best efforts to secure cooperation of its customers to comply with the Authority's regulations with respect to the use of water.
- h) During the term of this agreement, the Village agrees to pay for all water delivered at the rates set forth in the Authority's Tariff, or, in the alternative, the minimum monthly charge set forth in the Tariff under Service Classification No. 1 paragraph 13.01, whichever is greater.
- i) The Village shall enact, enforce and maintain a cross-connection control program and warrants to the Authority that such program complies with the requirements of the County of Erie, State Health Department and the requirements of the Environmental Protection Agency. A cross-connection control program shall be acceptable to the Authority. A copy of the cross-connection control program and a list of installed backflow prevention devices shall be provided to the Authority.

**3. DEFAULT:** In the event the Village defaults under any circumstances the Village shall reimburse the Authority for all expenses incurred and appropriations approved in the expansion of the Authority's facilities necessitated by this agreement to properly serve the water system within the Village.

**4. VILLAGE OF ALDEN RESOLUTION:** The Village shall provide the Authority with a certified copy of a Village Resolution setting forth its authority to have the Representative execute the agreement.

**5. AUTHORITY TARIFF:** This agreement is subject to all provisions, rules, and regulations of the Authority Tariff, unless specifically modified within this Agreement.

**6. INSURANCE, MAINTENANCE, AND SECURITY:** Both the Authority and the Village do hereby agree to obtain and hereafter continue to keep in full force and effect its General Liability Insurance, Public Liability Insurance, and Workers' Compensation Insurance relative to this contract in all phases of performance of the various provisions of the terms to be performed herein. Each party shall name the other party as an additional insured on all applicable policies.

**7. ARBITRATION:** Should any dispute arise between the parties respecting the terms of this agreement, the disputed matter shall be settled by arbitration in accordance with the laws of the State of New York, by three (3) arbitrators, one of whom shall be selected by each of the parties hereto, and the third by the two arbitrators so selected. If the selection of the arbitrators shall not be within fifteen (15) days of the time that either party shall notify the other of the name of the arbitrator selected by the notifying party, then the arbitrator or arbitrators not selected shall be appointed in the manner provided by the laws of the State of New York.

**8. INDEMNIFICATION:**

- a) The Village does hereby covenant and agree to indemnify and keep indemnified and save harmless and defend the Authority against claims for any loss including losses resulting from any misrepresentations in this agreement, injury, death, and/or damage against any claim for compensation for which the Village hereto may or shall be liable for reason of its performance in compliance with and its representations with the terms of this agreement.
- b) The Authority does hereby covenant and agree to indemnify and keep indemnified and save harmless and defend the Village against any claims for any loss, injury, death, and/or damage against any claim for compensation for which the Authority hereto may or shall be liable for reason of its performance in compliance with the terms of this agreement.

**9. AUTHORITY FOR EXECUTION ON BEHALF OF THE VILLAGE OF ALDEN:** The Village has executed this agreement pursuant to a resolution adopted by the Village at a meeting thereof held on the 22nd day of June, 2017 Mayor Michael Manicki, whose signature appears hereafter, is duly authorized and empowered to execute this instrument and enter into such agreement on behalf of the Village. This instrument shall be executed in duplicate. At least one copy shall be permanently filed, after execution thereof, in the office of the Village.

**10. AUTHORITY FOR EXECUTION ON BEHALF OF THE AUTHORITY:** The Chairman has executed this agreement pursuant to a resolution adopted by the Board of Commissioners at a meeting thereof held on the 22nd day of June, 2017. Chairman Robert Anderson whose signature appears hereafter, is duly authorized and empowered to execute this instrument and enter into such an agreement on behalf of the Authority. This instrument shall be executed in duplicate. At least one copy shall be permanently filed, after execution thereof, in the office of the Authority.

**11. NOTICES:** Notices hereunder shall be addressed as follows, or to such other address as may hereafter be designated upon written notification by either party to the other party hereto:

**TO: VILLAGE OF ALDEN**  
Attn: Mayor Michael Manicki  
13336 Broadway  
Alden, New York 14004

**TO: LEGAL DEPARTMENT**  
**ERIE COUNTY WATER AUTHORITY**  
295 Main Street, Rm. 350  
Buffalo, New York 14203

**12. WAIVER:** No waiver of any breach of any condition of this agreement shall be binding unless in writing and signed by the party waiving such breach. No such waiver shall in any way affect any other term or condition of this agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

**13. MODIFICATION:** This agreement constitutes the entire understanding of the parties. No modification of any provision thereof shall be valid unless in writing and signed by the parties.

**14. APPLICABLE LAW:** This agreement is governed by the laws of the State of New York.

**15. SEVERABILITY:** If any provision of this agreement shall be held invalid or unenforceable, in whole or part, such provision shall be modified to the minimum extent necessary to make it valid and enforceable, and the validity and enforceability of all other provisions of this agreement shall not be affected thereafter.

**16. INITIAL TERM OF AGREEMENT:** The Initial Term of this Agreement will be in effect through June 30, 2022. Prior to this date, this Agreement may be terminated for any reason by either party on thirty (30) days advance written notification to the other party.

**17. EXTENSION OF AGREEMENT:** This Agreement will automatically renew for additional one (1) year terms (each a "Renewal Term") on the same terms and conditions provided herein. Prior to any Renewal Term or Additional Renewal Term, either party may terminate for any reason on forty-five (45) days advance written notice to the other party.

**18. BULK SALE WATER PURCHASE AGREEMENT:** In the future, the parties may wish to enter into a long term Bulk Sale Water Purchase Agreement. It is hereby agreed and mutually understood that if the Village wishes to enter into a Bulk Sale Water Purchase Agreement with the Authority, both parties agree to undertake good faith discussions to reach an agreement that fulfills the needs of both parties.



**EXTRACT FROM THE MINUTES OF THE MEETING OF THE  
ERIE COUNTY WATER AUTHORITY  
JUNE 22, 2017**

At a regular meeting of the Erie County Water Authority held in the office, 295 Main Street, Room 350, Buffalo, New York, on the 22<sup>nd</sup> day of June, 2017, a quorum being present, the following resolution was adopted:

**WHEREAS**, The Erie County Water Authority ("Authority"), pursuant to Section 1054-8 of the Public Authorities Law and other applicable law is authorized to supply water and related services; and

**WHEREAS**, The Village of Alden ("Village"), pursuant to its enabling legislation and other applicable law, has the authority to adopt a resolution requesting that the Authority sell and deliver water to the Village; and

**WHEREAS**, The Village desires to enter into an agreement with the Authority whereby the Authority would sell and deliver water to the Village; and

**WHEREAS**, Under the date of June 22, 2017, the Village, by resolution, authorized execution of a Supplemental Supply Agreement with the Authority; and

**WHEREAS**, Russell Stoll, Executive Engineer and Robert J. Lichtenthal, Jr., Deputy Director recommend the sale and delivery of water to the Village and execution of an agreement in connection therewith;

**NOW, THEREFORE, BE IT RESOLVED:**

That the Authority hereby authorizes the sale and delivery of water to the Village of Alden; and

**RESOLVED:** That the Chairman is hereby authorized to execute a Supplemental Supply Agreement for the services noted above on behalf of the Authority; and be it further

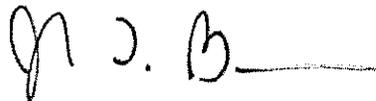
**RESOLVED:** That the Secretary is hereby authorized to forward an executed copy of said Agreement together with a certified copy of this resolution to the Village of Alden.

A motion was made by Mr. Simmeth seconded by Mr. Schad and carried to adopt the foregoing resolution.

**CERTIFICATION**

I, **JOSEPH T. BURNS**, the duly elected and qualified **SECRETARY TO THE AUTHORITY** to the **ERIE COUNTY WATER AUTHORITY**, a corporation existing under the Laws of the State of New York, do hereby certify that I have compared the annexed resolution which is an extract from the Minutes of the Meeting of the Authority held in the office, 295 Main Street, Room 350, Buffalo, New York, on the 22<sup>nd</sup> day of June, 2017 a quorum being present and that said resolution is a true and correct copy of the resolution so adopted and of the whole thereof.

**IN WITNESS WHEREOF**, I have hereunto set my hand and the seal of said corporation this 22<sup>nd</sup> day of June, 2017.

A handwritten signature in black ink, appearing to read "J. T. Burns", followed by a horizontal line extending to the right.

Joseph T. Burns  
Secretary to the Authority

**(SEAL)**

# Resolution

WHEREAS, the Village of Alden experienced water shortages due to a recent drought, and

WHEREAS, the Board of Trustees wishes to protect the residents and businesses in the Village against future disruptions in the water supply, and

WHEREAS, the Village and the Erie County Water Authority desire to enter into an agreement whereby the ECWA would sell and deliver water to the Village,

NOW BE IT THEREFORE RESOLVED, that the Village of Alden hereby authorizes the Mayor to execute the Supplemental Supply Agreement with the Erie County Water Authority which sets forth such terms and conditions between the parties.

## Roll Call Vote

Trustee D'Alusio Aye  
Trustee Green Aye  
Trustee Overhoff Abstain  
Trustee Warmus Aye  
Mayor Manicki Aye

THIS IS TO CERTIFY THAT THE FOREGOING IS A TRUE  
COPY OF A RECORD ON FILE IN THE VILLAGE CLERK'S  
OFFICE, VILLAGE OF ALDEN, ALDEN, NY  
DATE 22<sup>nd</sup> June 2017 REGISTRAR  
DO NOT ACCEPT THIS COPY UNLESS THE RAISED SEAL OF  
THE ISSUING LOCALITY IS AFFIXED THEREON.

# Resolution

WHEREAS, the Village of Alden experienced water shortages due to a recent drought, and

WHEREAS, the Board of Trustees wishes to protect the residents and businesses in the Village against future disruptions in the water supply, and

WHEREAS, the Village and the Erie County Water Authority desire to enter into an agreement whereby the ECWA would sell and deliver water to the Village,

NOW BE IT THEREFORE RESOLVED, that the Village of Alden hereby formally requests that the Erie County Water Authority sell and deliver water to an area served by the Village of Alden pursuant to such terms and conditions as are set forth in the proposed Agreement between the parties.

## Roll Call Vote

Trustee D'Alusio *Aye*  
Trustee Green *Aye*  
Trustee Overhoff *Abstain*  
Trustee Warmus *Aye*  
Mayor Manicki *Aye*

THIS IS TO CERTIFY THAT THE FOREGOING IS A TRUE  
COPY OF A RECORD ON FILE IN THE VILLAGE CLERK'S  
OFFICE, VILLAGE OF ALDEN, ALDEN, NY  
DATE 22<sup>nd</sup> June 2017 REGISTRAR  
DO NOT ACCEPT THIS COPY UNLESS THE RAISED SEAL OF  
THE ISSUING LOCALITY IS AFFIXED THEREON.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/2/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|   |  |  |  |
|---|--|--|--|
| <b>PRODUCER</b><br>Emerling Agency LLC<br>9092 Main Street<br>Clarence NY 14031 |  | <b>CONTACT NAME:</b> Gail McCollum<br><b>PHONE (A/C, No, Ext):</b> (716) 631-0190<br><b>E-MAIL ADDRESS:</b> gmccollum@emsinsurance.com<br><b>FAX (A/C, No):</b> (716) 631-0198 |  |
|   |  | <b>INSURER(S) AFFORDING COVERAGE</b>   |  |
|   |  | <b>INSURER A:</b> Tri-ar Argonaut Insurance Company  |  |
|   |  | <b>INSURER B:</b>  |  |
|   |  | <b>INSURER C:</b>  |  |
|   |  | <b>INSURER D:</b>  |  |
|   |  | <b>INSURER E:</b>  |  |
|   |  | <b>INSURER F:</b>  |  |

**COVERAGES** **CERTIFICATE NUMBER:** CL176203034 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE   | ADDL INSD | SUBR WVD | POLICY NUMBER  | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |
|----------|---|-----------|----------|----------------|-------------------------|-------------------------|--|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |           |          | PE-4624330-06  | 6/1/2017                | 6/1/2018                | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one person) \$<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 3,000,000<br>PRODUCTS - COMP/OP AGG \$ 3,000,000<br>Employee Benefits \$ 1,000,000 |
| A        | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS                                  |           |          | BA4624330-06   | 6/1/2017                | 6/1/2018                | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>Dmv fees \$   |
| A        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED RETENTION \$  |           |          | UMB-4624330-06 | 6/1/2017                | 6/1/2018                | EACH OCCURRENCE \$ 6,000,000<br>AGGREGATE \$ 6,000,000   |
|          | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  | Y/N       | N/A      |                |                         |                         | PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$   |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is an additional insured as their interests may appear as required by written contract.

**CERTIFICATE HOLDER**

Erie County Water Authority  
 3030 Union Road  
 Cheektowaga, NY 14227

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

George Emerling/EME5

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STATE OF NEW YORK  
WORKERS' COMPENSATION BOARD

**CERTIFICATE OF PARTICIPATION IN WORKERS' COMPENSATION  
GROUP SELF-INSURANCE**

|   |   |
|---|---|
| <b>1a. Legal Name and Address of Business Participating in Group Self-Insurance (Use Street Address Only)</b><br><br>Village of Alden<br>13336 Broadway<br>Alden, NY 14004  | <b>1d. Corporate Contact Name of Business referenced in box "1a"</b><br>Business Telephone Number of Business referenced in box "1a"<br><br>Terry Wachowiak<br>(716) 937-9216 |
| <b>1b. Effective Date of Membership in the Group</b><br>07/01/2015  | <b>1e. NYS Unemployment Insurance Employer Registration Number of business referenced in box "1a"</b>   |
| <b>1c. The Proprietor, Partners, or Executive Officers are</b><br><input checked="" type="checkbox"/> Included (only check box if all partners/officers included)<br><input type="checkbox"/> all excluded or certain partners/officers excluded    | <b>1f. Federal Employer Identification Number of Business referenced in Box "1a".</b><br><br>166002421  |
| <b>2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as Certificate Holder)</b><br><br>Erie County Water Authority<br>3030 Union Road<br>Cheektowaga, NY 14227<br><br>RE: Proof of Workers' Compensation Coverage | <b>3. Name and Address of Group Self-Insurer</b><br><br>Public Employer Risk Management Association<br>PO Box 12250<br>Albany, NY 12212-2250                                  |

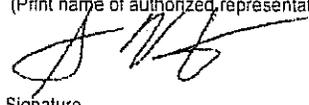
This certifies that the business referenced above in box "1a" is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law as a participating member of the Group Self-Insurer listed above in box "3" and participation in such group self-insurance is still in force. The Group Self-Insurer's Administrator will send this Certificate of Participation to the entity listed above as the certificate holder in "box 2".

The Group Self-Insurer's Administrator will notify the above certificate holder within 10 days IF the membership of the participant listed in box "1a" is terminated. (these notices may be sent by regular mail.) Otherwise, this Certificate is valid for a maximum of one year from the date certified by the group self-insurer.

*If this certificate is no longer valid according to the above guidelines and the business referenced in box "1a" continues to be named on a permit, license or contract issued by the certificate holder, the business must provide the certificate holder either with a new certificate or other authorized proof of the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.*

**Under penalty of perjury, I certify that I am an authorized representative of the Group Self-Insurer referenced above and that the business referenced in box "1a" has the coverage as depicted on this form.**

Certified by: Steve Altieri, President  
(Print name of authorized representative of the Group Self-Insurer)

Certified by:  07/01/2017  
Signature Date

Title: President

Telephone Number: 1-888-737-6269

## WORKERS COMPENSATION LAW

### **Section 57 Restriction on issue of permits and the entering into contracts unless compensation is secured.**

1. The head of a state or municipal department board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board commission or office to pay any compensation to any such employee if so employed.
2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

**Please Note:** This Certificate is valid only through the policy dates indicated above, OR, a maximum of one year after this form is approved by the authorized representatives of the Group Self-Insurer. At the expiration of those dates, if the business continues to be named on a permit or contract issued by the above government entity, the business must provide that government entity with a new Certificate. The business must also provide a new Certificate upon notice of

GSI-105.2 (2-02) Reverse

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

**Contract:** \_\_\_\_\_ **Project No.:** 202100145  
**Project Description:** Village of Alden Bulk Sale Agreement

**Item Description:**

Agreement     Professional Service Contract     Amendment     Change Order  
 BCD     NYSDOT Agreement     Contract Documents     Addendum  
 Recommendation for Award of Contract     Recommendation to Reject Bids  
 Request for Proposals  
 Other \_\_\_\_\_

**Action Requested:**

Board Authorization to Execute     Legal Approval  
 Board Authorization to Award     Execution by the Chairman  
 Board Authorization to Advertise for Bids     Execution by the Secretary to the Authority  
 Board Authorization to Solicit Request for Proposals  
 Other \_\_\_\_\_

**Approvals Needed:**

**APPROVED AS TO CONTENT:**

|   |   |                  |
|---|---|------------------|
| <input checked="" type="checkbox"/> Sr. Distribution Engineer |  | Date: 1/11/2022  |
| <input checked="" type="checkbox"/> Chief Operating Officer   |  | Date: 1/11/2022  |
| <input checked="" type="checkbox"/> Executive Engineer        |  | Date: 01/12/2021 |
| <input type="checkbox"/> Director of Administration           | _____   | Date: _____      |
| <input checked="" type="checkbox"/> Risk Manager              | _____   | Date: _____      |
| <input checked="" type="checkbox"/> Chief Financial Officer   |  | Date: 1/11/2022  |
| <input checked="" type="checkbox"/> Legal                     |  | Date: 1/11/2022  |

**APPROVED FOR BOARD RESOLUTION:**

|  |   |               |
|--|---|---------------|
| <input checked="" type="checkbox"/> Secretary to the Authority |  | Date: 1/12/22 |
|--|---|---------------|

**Remarks:** \_\_\_\_\_

**Resolution Date:** \_\_\_\_\_ **Item No:** \_\_\_\_\_

**VILLAGE OF ALDEN  
BULK SALES AGREEMENT**

**AGREEMENT** made this 20<sup>th</sup> day of January 2022, by and between

**ERIE COUNTY WATER AUTHORITY**  
295 Main Street, Room 350  
Buffalo, New York 14203

a public benefit corporation hereinafter referred to as the “Authority”, and

**VILLAGE OF ALDEN**  
13336 Broadway  
Alden, New York 14004

a municipal corporation hereinafter referred to as the “Village.”

**WHEREAS** the Village operates a public water system utilizing more than 1,000 water service lines to provide water services to residential and commercial customers within and outside of the Village, and

**WHEREAS** the Village’s primary source of water comes from four underground water aquifers ranging in depth from 16 to 40 feet, from which the water is chlorinated in well facilities then pumped to a common distribution system with a million-gallon storage tank, and

**WHEREAS**, on or about June 22, 2017, the Village and the Authority executed a Supplemental Supply Agreement allowing the Village to supplement its water supply with potable water supplied by the Authority through a temporary interconnection located on Exchange Street, and

**WHEREAS**, the Village requested that the Authority consider the construction of a more permanent interconnection for the supplemental supply to be designed by the engineering firm of Nussbaumer & Clarke and constructed at Village expense, and

**WHEREAS** the Village and Authority agrees the Supplemental Supply Agreement currently remains in effect until June 30, 2023, unless otherwise terminated by either party upon service of a 45-day written notice to the other party, and

**WHEREAS**, in accordance with paragraph 18 of the Supplemental Supply Agreement, the Village and the Authority have mutually agreed to terminate the Supplement Supply Agreement based upon the terms and conditions of this Bulk Sales Agreement (the “Agreement”).

**NOW, THEREFORE**, in consideration of mutual promises herein set forth, the parties agree as follows:

## ARTICLE 1: VILLAGE'S OBLIGATIONS

1.01 The recital paragraphs are incorporated as substantive terms and conditions of the Agreement and as representing the parties' intent.

1.02 The Village understands and agrees the water supplied by the Authority under this Agreement will be distributed by the Village through the Village's water facilities and infrastructure to the residents and inhabitants of the Village and to 14 out-of-district customers.

- A. Except for the 14 out-of-district customers currently receiving water services from the Village, the Village understands and agrees that water purchased from the Authority will not be sold, furnished, or supplied to any persons or corporation of any description outside of the Village's territorial limits without prior notice to and permission of the Authority, which shall not be unreasonably withheld. Nothing herein, however, shall preclude the Village from providing services to out-of-district customers using Village water.
- B. The Village understands and agrees that any future commercial or residential development within the Village requiring water services is subject to prior notice to the Authority. The Village understands and agrees the intent of this paragraph is to make clear the availability of additional water from the Authority is not guaranteed by this Agreement and is subject to future negotiations, requiring a written modification or amendment to this agreement.

1.03 The Village understands and agrees the Authority, under the terms of its Tariff, does not permit its mains or services to be connected to any service pipe or piping connected to a well or any source of water supply not approved by the New York State and the Erie County Departments of Health or meeting the standards established by the Authority in accordance with regulations adopted by federal, state, and county agencies empowered to regulate public water purveyors.

1.04 In accordance with the plans and specification designed by Nussbaumer & Clarke attached as Exhibit A and approved by the Authority's Engineering Department as well as the New York State Department of Health, the Village has constructed and will maintain, improve, repair, or replace, at the Village's expense, an appropriate meter vault, piping, and backflow prevention device and/or reduced pressure zone ("RPZ") device to effectuate a permanent interconnection along Exchange Street.

- A. If the Village fails to maintain, improve, repair, or replace the appropriate meter vault, piping, and backflow prevention/ RPZ devices to effectuate an interconnection along Exchange Street in accordance with applicable federal, state, and county health and safety laws and regulations, the Authority may treat such failure as a material breach of this Agreement and may terminate water services.

- B. The Village understands and agrees to provide the Authority on an annual basis with a certificated testing report showing the backflow prevention/ RPZ devices are operational.
- C. If the Village identifies or wishes to activate additional points of interconnection with the Authority, the Village understands and agrees any additional points of interconnection would require an amendment to this Agreement, approved by the Village Board and the Authority's Board of Commissioners.

## **ARTICLE 2: AUTHORITY'S OBLIGATIONS**

2.01 To the extent the Authority has the capacity to provide water to the Village without burdening the Authority's water system based on the demands by existing Authority customers, the Authority agrees to service and to supply supplemental water to the Village.

2.02 The Authority has furnished and will maintain a meter and meter coupling at the point of connection to record the volume of water being supplied and billed to the Village.

- A. The Village and the Authority must mutually agree to the size of the meter and coupling to be installed at the point of connection.
- B. The Village understands and agrees the meter size will determine the rates and other charges, which may be collected by the Authority pursuant to the provision set forth in the Authority's Tariff.

2.03 The Authority agrees to supply the Village with potable water, meeting or exceeding the water quality standards established by federal, state, and local regulatory agencies empowered to enforce safe drinking water standards under federal, state, and local laws and regulations.

2.04 The Authority's obligation to provide the Village with an additional and supplemental supply of potable water is subject to the following conditions:

- A. The Authority's responsibility for water quality ends at the point of connection with the Village, with the Village having the independent responsibility for the quality and pressure of water provided to Village customers.
- B. The Authority reserves the right at any time, upon notice to the Village, to perform water quality sampling within the Village's service area.
- C. The Authority reserves the right at any time, upon notice to the Village, to shut off water in its mains to make repairs, extend mains, or for maintenance or operational purposes.

1. The Village is responsible of advising the Authority in writing to whom notice should be given in the event of a shut-off.
  2. In the event of a shut-off, the parties agree that the Authority will not be liable for the following:
    - a. Shortages or deficiency in the Village water supply,
    - b. Problems associated with water pressure,
    - c. Bursting or breaking of Village water mains, service lines, valves, or other appurtenances, or
    - d. Damages resulting from the above.
- D. The Authority shall control the installation of the meter and decide on the appropriate location for installation. The Village shall not tamper with or modify the meter under any circumstances. The Authority will protect its meter(s) and meter coupling from tampering and must have access to the meter pit(s) and the meter(s) at all times.
- E. On rare occasions, the Authority may restrict, curtail, or prohibit the use of water for secondary purposes (e.g., lawn sprinkling, car washing, filling swimming pools, or other uses not related to health and safety) based on the following reasons: protection of public health, protection of public safety and welfare, conservation measures taken during periods of drought, or other public emergencies.
1. The Village understands and agrees to use its best efforts to secure cooperation of Village customers to comply with the water restrictions imposed on all Authority water customers.
  2. In return, the Authority will use its best efforts to work with the Village during any period of water shortage to coordinate plans for the alleviation of such shortages.

### **ARTICLE 3: MUTUAL OBLIGATIONS**

3.01 The Authority and the Village understand and mutually agree that water supplied by the Authority will be used to supplement the Village's independent sources of water.

- A. The Village understands and agrees that it will be subject to a minimum monthly charge whether the interconnection is open or closed.
- B. Under the terms of this Agreement, the Village shall not open or closed any interconnection without notice and approval by the Authority.

3.02 The Authority and the Village mutually agree to make available, upon request by the other party, copies of any reports rendered to federal, state, and county regulatory agencies in connection with the operation of an independent water system, including but not limited to water quality reports.

3.03 The Authority and the Village mutually agree that each will continue to operate its separate and independent water system.

- A. Without assuming the regulatory duties and responsibilities of the other party in the operation of its separate and independent public water system, the Authority and the Village will coordinate present and future statutory and regulatory compliance efforts with each other and will join in a mutual compliance effort where such activity is mutually advantageous.

3.04 The Authority and the Village understand and mutually agree that the terms and conditions of this Agreement may be subject to review, approval, or scrutiny by the New York State Department of Health and the Erie County Department of Health, as well as other federal, state, and local regulatory agencies empowered with oversight and enforcement of laws and regulations relating to public water systems.

3.05 The Authority and the Village understand and mutually agree that terms and conditions of this Agreement are subject to the terms of the Erie County Water Authority Tariff, as adopted and as amended from time to time by the Authority's Board of Commissioners.

- A. The Authority is required to provide a copy of its current Tariff on its website (<https://www.ecwa.org/>).
- B. Upon the Village's written request, the Secretary of the Authority will provide the Village Clerk with a copy of the Tariff.

3.06 The Authority and the Village understands and mutually agrees that this Agreement conferring rights to the Village will automatically terminate if the Village sells, leases, assigns, or transfer its water system to another party, unless the Authority, by resolution, has given express written consent to the assignment of this Agreement to another party.

3.07 If the Village provides the Authority with written notice to abandon any interconnection, the Village, at its own expense, will physically cut and cap the interconnection pipe in a manner approved by the Authority.

3.08 The Village understands and agrees to hold the Authority harmless for the consequences of the intermittent or emergency use of any interconnection.

- A. The Village will indemnify the Authority for any claims against the Authority, arising from the use or subsequent shutdown or closing of the interconnections.

- B. The Village will also indemnify the Authority for any costs resulting from the possible contamination of the Authority's water system due to an improper cross-connections, backflow, or other introduction of contaminated water through the interconnection with the Authority's water system, whether through inadvertence or negligence.

#### **ARTICLE 4: WATER CHARGES & PAYMENT PROCEDURES**

4.01 The Authority and the Village understand and agree all water delivered and sold to the Village shall be at the rates and charges set forth in subparagraph C of paragraph 13.01 of the Tariff or if amended in the future, such Tariff provisions relating to the delivery and sale of bulk water to Public Corporations and Special Improvement District pursuant to Service Classification No. 1.

4.02 The Authority will bill monthly the Village for each interconnection based on the reading of the meter, and the rate and charges set forth in the Tariff.

- A. The Authority will send all billing invoices, setting forth the readings, appropriate minimum charges, and other charges set forth in the Tariff, to the Village Clerk's office.
- B. The Village agrees to pay all billing invoices within 30 days of receipt, or the Village will be subject to late charges as provided in the Authority's Tariff.

4.03 The Village understands and agrees that the quantity recorded by the meter will be considered the amount of water having passed through the meter and delivered to the Village.

- A. Unless the Village objects to billing invoice prior to the due date, the Village agrees to accept the reading as conclusive evidence of the volume of water delivered to the Village by the Authority, except in the following circumstances:
  - 1. In cases where the meter ceased registering or registered inaccurately, as reasonably determined by the Authority, the Authority will determine the quantity of water consumed for billing purposes based on the average registration of the meter in a corresponding past period when that meter was in good working order.
  - 2. In cases where a reading cannot be obtained, the Authority will estimate the quantity based on the average registration of the meter in a corresponding past period. When a reading is later obtained, the Village's billing invoice will be adjusted to reflect the actual consumption with full credit for minimum charges, if any, for the periods involved.

4.04 If a meter is found to be defective, the Authority agrees to immediately replace the same by a meter which has been previously tested and found to be properly adjusted.

A. If the Authority determines the meter, dial, or recording assembly has been tampered with by Village employees or agents, the Authority will either repair or replace the meter at the Village's expense.

#### **ARTICLE 5: INDEMNIFICATION**

5.01 To the fullest extent permitted by law, the Village agrees to indemnify and hold the Authority harmless from all third-party claims, liabilities, damages, and costs (including all reasonable attorney's fees, and cost of defense) to which the Authority, its officers, directors and employees may be subject to, arising out of the death or bodily injury to any person or the destruction or damage to any property to the extent caused by the negligent acts, errors or omissions, or willful misconduct of the Village, its employees, contractors, engineers, or anyone for whom the Village is legally liable.

5.02 To the fullest extent permitted by law, the Authority agrees to indemnify and hold the Village, its officials, and employees harmless from all third-party claims, liabilities, damages, and costs (including all reasonable attorney's fees and cost of defense) to the extent caused by the negligent acts, errors or omissions of the Authority, its contractors, engineers, or anyone for whom the Authority is legally liable.

#### **ARTICLE 6: INSURANCE**

6.01 During the term of this Agreement and renewal period, the Village mutually agrees to obtain, renew, and keep in full force and effect insurance coverage as outlined in Exhibit B of this Agreement.

6.02 Each party shall name the other party as an additional insured on all applicable policies.

#### **ARTICLE 7: SOLE AND EXCLUSIVE SUPPLY**

7.01 While this Agreement remains in effect, the Village agrees the Authority will have the sole and exclusive right to supply supplemental water to the Village.

7.02 Except as provided in this Agreement, the Village will not solicit or accept supplemental water from sources outside of the Village's territorial limits.

#### **ARTICLE 8: NOTICES**

8.01 The Authority and the Village mutually agrees to provide any notice required by the terms of this Agreement to be sent by certified mail to the following addresses:

TO: **Village of Alden**

Attn: Alden Village Clerk's Office  
13336 Broadway  
Alden, New York 14004

TO: **Erie County Water Authority**  
Attn: Office of the Secretary to the Authority  
295 Main Street, Room 350  
Buffalo, New York 14203.

## **ARTICLE 9: WAIVER**

9.01 The Authority and the Village understands and agrees that a breach of the terms and conditions of this Agreement shall not be subject to waiver unless the non-breaching party expressly agrees in writing to waive such breach and the waiver is signed by a person holding the same title or position of the person originally signing this Agreement.

## **ARTICLE 10: AMENDMENTS AND MODIFICATIONS**

10.01 No modification or variation from the terms of this Agreement shall be effective unless it is in writing and authorized by a resolution of the Authority's Board of Commissioners and by a resolution of the Village Board and signed by all parties.

## **ARTICLE 11: NEW YORK LAW & JURISDICTION**

11.01 Notwithstanding any other provision of this Agreement, any dispute concerning any question of fact or law arising under this Agreement which is not disposed of by agreement between the Village and the Authority shall be governed, interpreted, and decided by a court of competent jurisdiction of the State of New York in accordance with the laws of the State of New York.

## **ARTICLE 12: ENTIRE AGREEMENT**

12.01 This Agreement constitutes the entire understanding of the parties and no representations or agreements, oral or written, made prior to its execution shall vary or modify the terms herein. This Agreement supersedes all prior contemporaneous communications, representations, or agreements, whether oral or written with respect to the subject matter hereof and has been induced by no representations, statements, or agreements other than those herein expressed. No subsequent agreement made between the parties shall be binding on either party unless reduced to writing and signed by an authorized officer of the party sought to be bound by such agreement.

## **ARTICLE 13: SEVERABILITY**

13.01 Any provision or part of the Agreement held to be void or unenforceable by a court of competent jurisdiction shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the parties, which agrees that the Agreement shall be reformed to replace such stricken provisions or part thereof with a valid enforceable provision that comes as close as

possible to expressing the intent of the stricken provision. The validity and enforceability of all other provisions of this Agreement shall not otherwise be affected.

**ARTICLE 14: EFFECTIVE DATE AND TERM**

14.01 The Village and the Authority mutually agrees the effective date of this Agreement shall be the date the Authority's Board of Commissioners approves the resolution authorizing the execution of this Agreement, which post-date the resolution adopted by the Village Board authorizing the execution of this Agreement.

14.02 The Village and the Authority mutually agree the term of this Agreement shall be ten (10) years from the effective date of the Agreement.

14.03 The Village and the Authority mutually agree that the Agreement is automatically renewed at the end of the original term for a subsequent ten-year period, unless one of the parties has served a notice on the other party to terminate, or otherwise renegotiate the terms of the Agreement. The party must serve the notice at least one-year prior to the date of renewal.

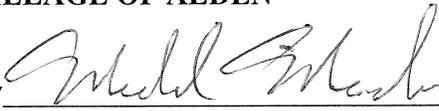
14.04 Pursuant to § 14.03 of this Article, once a party gives the one-year notice to renegotiate the terms of this Agreement, the Agreement will continue month-to-month until the parties have approved and signed a new Agreement, or when a party have given sufficient notice to terminate the Agreement. A party, who has given a one-year notice to renegotiate, may terminate the Agreement if not renewed by the end of the original term, by giving at least a one month notice to the other party.

**IN WITNESS WHEREOF**, the parties have set their hands and seals.

**ERIE COUNTY WATER AUTHORITY**

By \_\_\_\_\_  
Jerome D. Schad, Chair

**VILLAGE OF ALDEN**

By  \_\_\_\_\_  
Michael Manicki, Village Mayor

STATE OF NEW YORK )  
COUNTY OF ERIE ) ss:

On the \_\_\_\_\_ day of \_\_\_\_\_, in the year 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, that he is the Chair of the Board of Commissioners for the Erie County Water Authority described in the above instrument; and that he signed his name thereto by order of the Board of Commissioners.

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK )  
COUNTY OF ERIE ) ss:

On the 19 day of November, in the year 2021, before me personally came Michael Manicki, to me known, who, being by me duly sworn, did depose and say that he resides in Alden, New York, that he is the Mayor of the Village of Alden, the municipal corporation described in the above instrument; and that he signed his name thereto by order of the Village Board.

  
\_\_\_\_\_  
Notary Public

**SUSANNE M. GALBRAITH**  
Notary Public, State of New York  
Qualified in Erie County  
No. 01GA6271253  
My Commission Expires 10/29/20 24

# **Exhibit A**

## **Plans and Specification for Exchange Street Interconnection**

# VILLAGE OF ALDEN ERIE COUNTY, NEW YORK

## EXCHANGE STREET WATER SYSTEM INTERCONNECTION MARCH 2021

### Deputy Mayor

Daniel Warmus, Sr.

### Trustees

Robert D. Overhoff, Sr.

Loren Prucnal

Esther Kibbe

Michael Manicki

### Clerk/Treasurer

Sue Galbraith

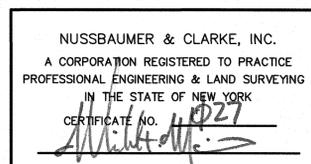
### Superintendent Department of Public Works

Keith Sitzman

### Village Attorney

Chris Trapp

THIS PROJECT IS PARTIALLY  
FUNDED BY A NEW YORK  
STATE WATER  
INFRASTRUCTURE  
IMPROVEMENT ACT (WIIA)  
GRANT THROUGH THE  
DRINKING WATER STATE  
REVOLVING FUND (DWSRF)  
PROJECT #18455.



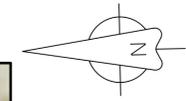
#### BACKFLOW APPLICATION PLAN

APPROVED  APPROVED AS NOTED   
NOT APPROVED  REVISE AND RESUBMIT

ERIE COUNTY WATER AUTHORITY  
PER L.Kowalski (ARM) DATE 5/26/2021  
202100145



3556 Lake Shore Road, Suite 500 | Buffalo, NY 14219  
(716) 827-8000 | (716) 826-7958 fax  
www.nussclarke.com



**GENERAL NOTES:**

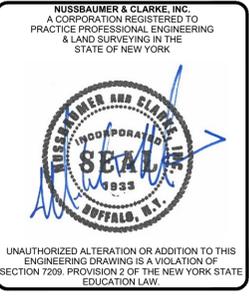
1. THE CONTRACTOR SHALL COMPLY WITH THE VILLAGE OF ALDEN CONTRACT DOCUMENTS.
2. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE PROJECT ENGINEER AND THE VILLAGE OF ALDEN OF ANY HAZARDOUS SUBSTANCE ENCOUNTERED DURING THE CONSTRUCTION OF THE WORK. THE CONTRACTOR SHALL CONFORM TO ALL LAWS, RULES, REGULATIONS AND DIRECTIONS AS PROMULGATED BY THE UNITED STATES DEPARTMENT OF LABOR, OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION, THE NEW YORK STATE DEPARTMENT OF HEALTH AND ANY SUCH LOCAL RULES, ORDINANCES AND LAWS WHEN ENCOUNTERING OR WORKING WITH ANY SUCH HAZARDOUS SUBSTANCE.
3. THE CONTRACTOR SHALL COMPLY IN ALL RESPECTS TO THE INDUSTRIAL CODE PART (RULE NO.) 53 RELATING TO CONSTRUCTION, EXCAVATION AND DEMOLITION OPERATIONS AT OR NEAR UNDERGROUND FACILITIES, AS ISSUED BY THE STATE OF NEW YORK DEPARTMENT OF LABOR, BOARD OF STANDARD AND APPEALS.
4. THE CONTRACTOR SHALL EXPOSE EXISTING UTILITIES AHEAD OF THE PIPE LAYING OPERATION, SO THAT, IF MINOR ADJUSTMENTS MUST BE MADE IN ELEVATION AND/OR ALIGNMENT DUE TO INTERFERENCE FROM THESE UTILITIES, SAID CHANGES CAN BE MADE IN ADVANCE OF THE WORK.
5. UNSUITABLE MATERIALS SUCH AS FROZEN ORGANIC AND/OR VEGETABLE MATERIAL, DEBRIS, TREES, LUMBER, LARGE STONES OR CLODS (6.0' OR LARGER), MUCK, PEAT, ORGANIC SILT WILL NOT BE ACCEPTABLE FILL AND CERTAIN MAN-MADE DEPOSITS OF INDUSTRIAL WASTE, SLUDGE OR LANDFILL MAY ALSO BE DETERMINED AS UNSUITABLE HAZARDOUS MATERIAL.
6. THE COMPACTION OF ALL MATERIALS WILL OCCUR AT 6" INCREMENTS.
7. SHOULD A FLUID CONDITION BE ENCOUNTERED AT THE TRENCH BOTTOM, THE CONTRACTOR IS TO INSTALL ADDITIONAL STONE CRADLE AS ORDERED BY THE ENGINEER.
8. THE CONTRACTOR SHALL RETAIN THE SERVICES OF A QUALIFIED TREE REMOVAL CONTRACTOR TO REMOVE, WHERE NECESSARY, BRANCHES WHICH INTERFERE WITH THE CONSTRUCTION OPERATION, OR REPAIR TREES HAVING SUFFERED DAMAGE BY CONSTRUCTION ACTIVITIES. THE COST INVOLVED IN THE ABOVE IS TO BE INCLUDED IN THE VARIOUS ITEMS OF THE CONTRACT.
9. CAST IN PLACE CONCRETE SHALL CONFORM TO THE REQUIREMENTS OF N.Y.S.D.O.T. STANDARD SPECIFICATION SECTION 501 FOR PORTLAND CEMENT CONCRETE.
10. ALL UTILITIES TO BE FIELD VERIFIED PRIOR TO THE START OF CONSTRUCTION.
11. AN ERIE COUNTY HIGHWAY WORK PERMIT APPLICATION SHALL BE APPLIED FOR AND OBTAINED BY THE CONTRACTOR PRIOR TO ANY WORK WITHIN THE ERIE COUNTY HIGHWAY RIGHT-OF-WAY.
12. SURVEY PREPARED BY NUSSBAUMER AND CLARKE INC., DECEMBER, 2019.



3556 Lake Shore Road, Suite 500 | Buffalo, NY 14219  
(716) 827-8000 | (716) 826-7958 fax  
www.nussclarke.com

**EXCHANGE STREET WATER SYSTEM INTERCONNECTION VILLAGE OF ALDEN 13336 BROADWAY, ALDEN, NY CIVIL PLAN**

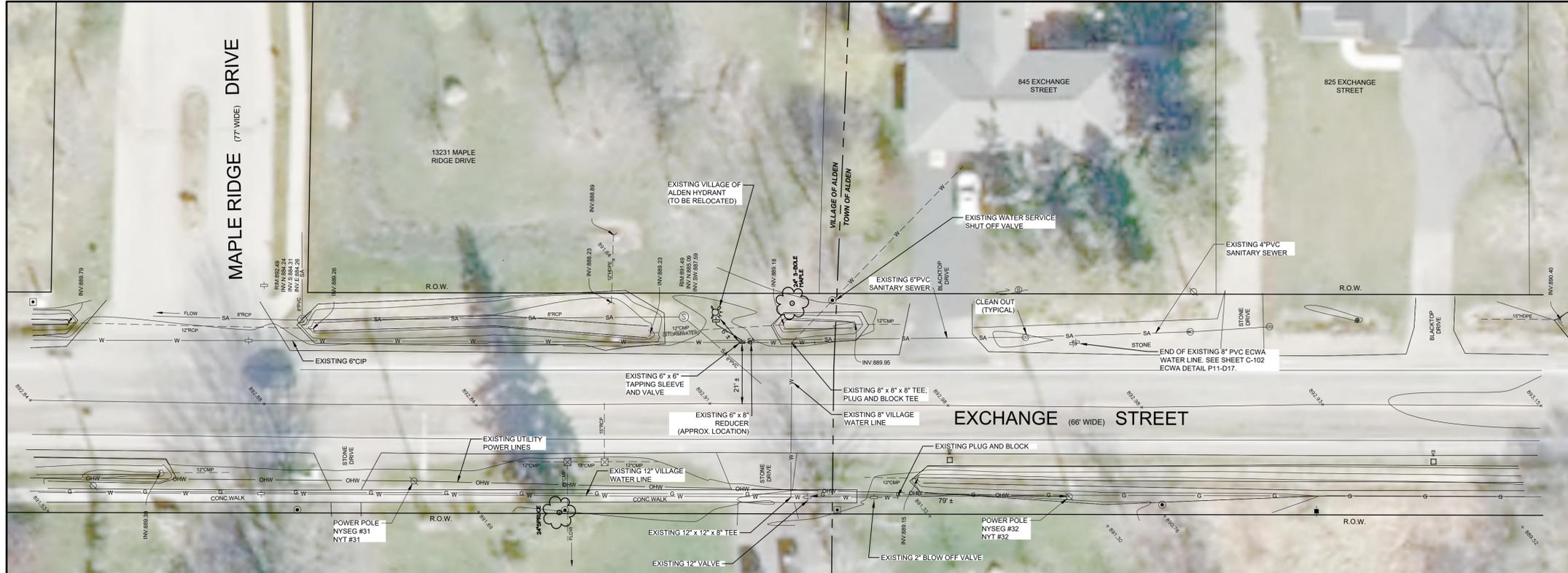
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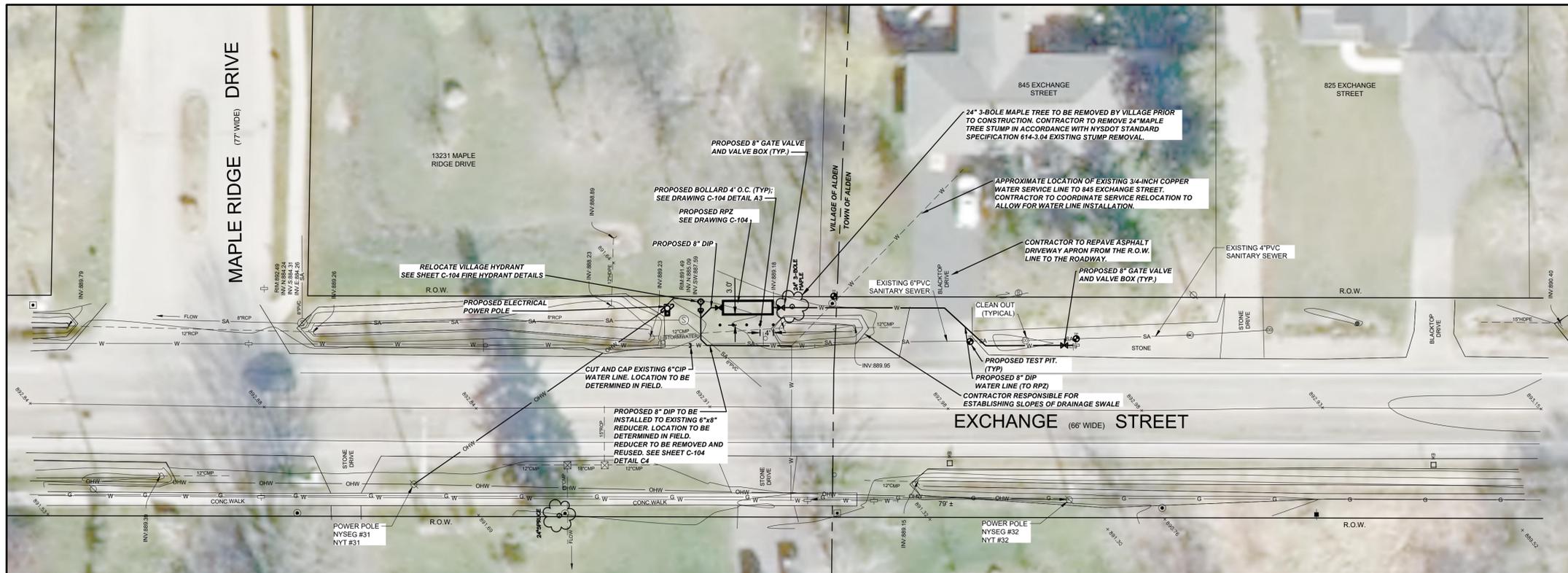
UNAUTHORIZED ALTERATION OR ADDITION TO THIS ENGINEERING DRAWING IS A VIOLATION OF SECTION 7209, PROVISION 2 OF THE NEW YORK STATE EDUCATION LAW.

|                |           |
|----------------|-----------|
| PROJECT NUMBER | 20J1-0061 |
| DATE           | 3/15/2021 |
| DRAWN BY       | JJS       |
| DESIGNED BY    | RCS       |
| CHECKED BY     | RCS       |
| APPROVED BY    | MTM       |
| SCALE:         | AS NOTED  |
| 1" = 1 INCH    |           |
| SHEET No.      | 2 OF 7    |

**C-101**



**C1 EXISTING PLAN**  
SCALE: 1"=20'



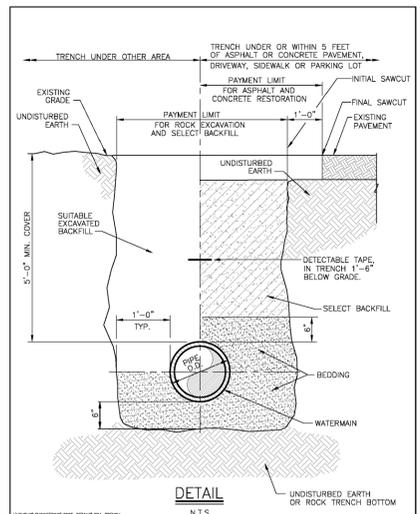
**A1 PROPOSED PLAN**  
SCALE: 1"=20'

**BACKFLOW APPLICATION PLAN**

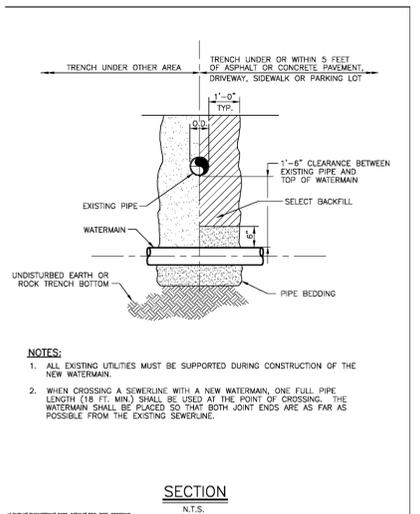
APPROVED  APPROVED AS NOTED   
NOT APPROVED  REVISE AND RESUBMIT

**ERIE COUNTY WATER AUTHORITY**

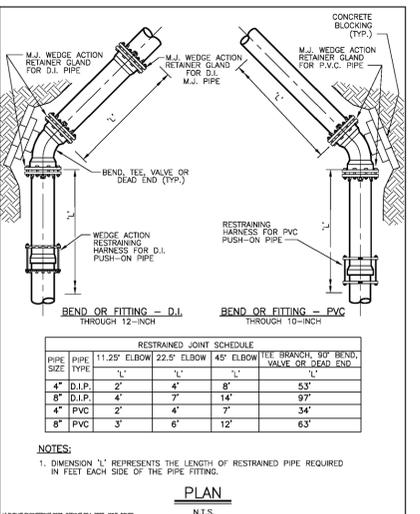
PER L.Kowalski (ARM) DATE 5/26/2021  
202100145



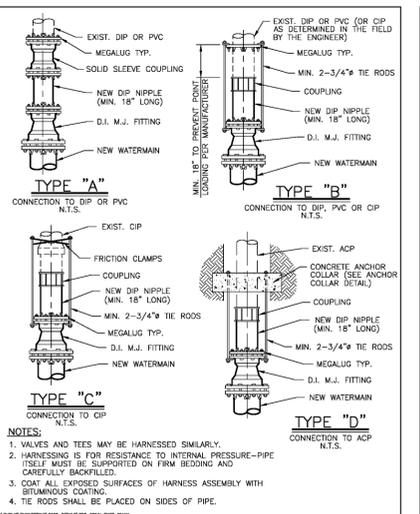
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STANDARD DETAIL TRENCH THROUGH 12-INCH DIAMETER WATERMAIN  
DWG. NO. SD1 DATE 4/28/92 REVISED 10/05



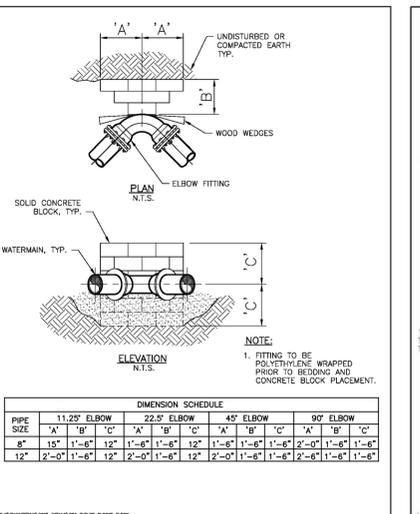
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STANDARD DETAIL PIPE CROSSING  
DWG. NO. SD2 DATE 4/28/92 REVISED 10/05



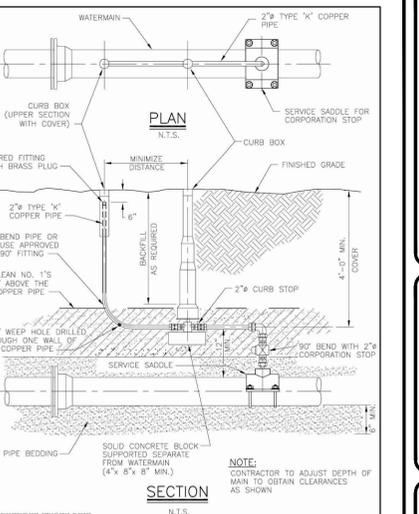
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STANDARD DETAIL RESTRAINED JOINT SCHEDULE  
DWG. NO. SD4 DATE 4/28/92 REVISED 10/05



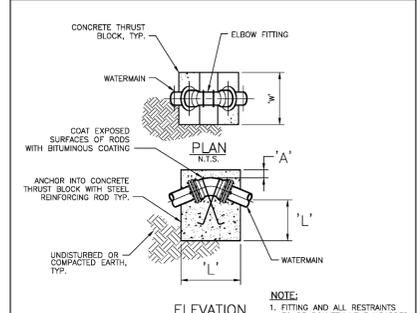
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STANDARD DETAIL TYPICAL CONNECTION TO EXISTING WATERMAIN THROUGH 12-INCH DIAMETER WATERMAIN  
DWG. NO. SD6 DATE 3/05 REVISED 10/05



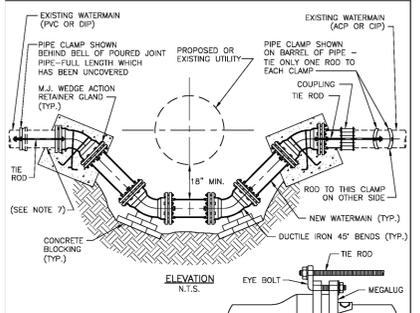
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STANDARD DETAIL THRUST BLOCKS FOR ELBOW FITTING  
DWG. NO. SD8 DATE 4/28/92 REVISED 10/05



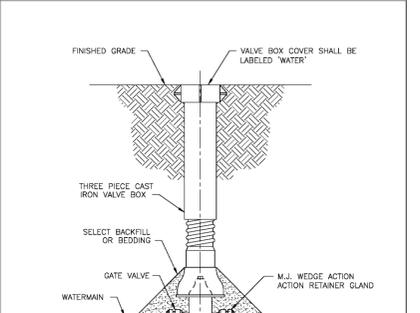
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STANDARD DETAIL BLOWOFF  
DWG. NO. SD18 DATE 4/28/92 REVISED 10/05



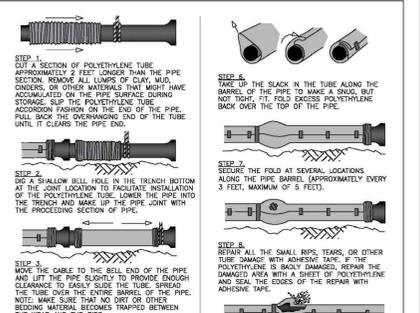
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STANDARD DETAIL THRUST BLOCKS FOR VERTICAL BEND  
DWG. NO. SD8 DATE 4/28/92 REVISED 10/05



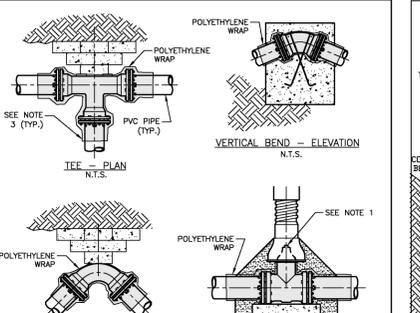
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STANDARD DETAIL HARNESING DETAILS—INSTALL OFFSET IN EXISTING WATERMAIN  
DWG. NO. SD10 DATE 6/00 REVISED 10/05



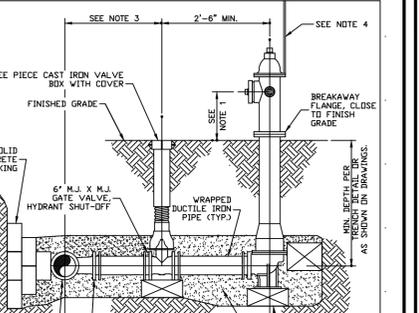
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STANDARD DETAIL GATE VALVE SETTING  
DWG. NO. SD11 DATE 4/28/92 REVISED 10/05



ERIC COUNTY WATER AUTHORITY BUFFALO, NEW YORK  
STANDARD DETAIL POLYETHYLENE ENCASEMENT OF DUCTILE IRON PIPE  
DWG. NO. SD32 DATE 05/16 REVISED 07/16



ERIC COUNTY WATER AUTHORITY BUFFALO, NEW YORK  
STANDARD DETAIL POLYWRAPPING DUCTILE IRON FITTINGS ON PVC PIPE  
DWG. NO. SD39 DATE 2/18 REVISED 10/05



ERIC COUNTY WATER AUTHORITY BUFFALO, NEW YORK  
STANDARD DETAIL FIRE HYDRANT INSTALLATION  
DWG. NO. SD13 DATE 6/00 REVISED 11/16

**NOTES**

- All elevations refer to USGS NAVD83 datum.
- The CONTRACTOR shall obtain necessary permits and furnish copies to the ENGINEER prior to commencing work.
- The CONTRACTOR's work area shall be confined to the limits of the right-of-ways and easements. The CONTRACTOR shall obtain any additional easements or work releases should the CONTRACTOR require additional area to accommodate his operations.
- The CONTRACTOR shall provide maintenance and protection of traffic in accordance with the Erie County Highway Department standards and the NYS DOT Manual of Uniform Traffic Control Devices.
- The locations and depths of existing underground utilities as shown on the plans and profiles are approximate. Other underground utilities not shown may be encountered. The CONTRACTOR shall perform test pits to verify the location and elevation of utilities at intersections and crossings as shown, directed, or required. The CONTRACTOR shall excavate in advance of the pipe laying operation and expose all existing underground utilities to prevent damage during construction and to determine required changes in grade necessary to install the watermain to avoid conflicts.
- The CONTRACTOR shall install those measures required to limit erosion of areas disturbed by the work. Clearing shall be performed on an as-needed basis, phased to reduce erosion and visual impact.
- Blasting will not be permitted.
- No more than one connection may be made to any existing watermain prior to testing, disinfection, and approval of the Waterline Installation Completed Works Approval Report(s) by the Erie County Water Authority and the Erie County Health Department.

ERIC COUNTY WATER AUTHORITY BUFFALO, NEW YORK  
STANDARD DETAIL GENERAL NOTES  
DWG. NO. SD29 DATE 3/05 REVISED 7/17

- All watermain piping shall be installed with a minimum of 5'-0" of cover.
- All watermain piping shall be installed with a minimum of 1'-6" of vertical clearance and 10'-0" of horizontal clearance from sanitary and storm piping, measured from the outside of the pipes at the point of crossing.
- If the material at the design grade is unsuitable as determined by the ENGINEER, the CONTRACTOR, when ordered in writing, shall excavate additional material to the depth necessary and shall backfill to the proposed grade with the select granular material.
- The installation of 90 degree bends in the watermain is not allowed, unless approved by the Erie County Water Authority.
- Thrust restraint for watermain piping through 12-inch diameter shall consist of thrust blocks and pipe joint restraint.
- The CONTRACTOR shall notify the owner of any utility pole in advance of any excavation work that will take place within 5'-0" of the utility pole. The CONTRACTOR shall include the cost of temporary pole support in the appropriate bid item. Where utility poles are required to be supported during construction, the CONTRACTOR shall make all necessary arrangements with the utility company.
- If materials are encountered during the construction that are suspected of being contaminated, the CONTRACTOR shall immediately notify the NYSDEC for direction regarding testing, operation, containment, and disposal procedures.
- Existing fire hydrants removed during construction and not reinstalled as part of the work shall be replaced with a new fire hydrant. This includes newly installed fire hydrants that have been removed.
- The CONTRACTOR shall catch all trench excavations in traveled areas including roads, driveways, sidewalks, and parking areas.
- The CONTRACTOR shall not restrict access for school buses or any emergency vehicles.
- The use of existing fire hydrants for any purpose is prohibited without prior approval of the Erie County Water Authority. This includes newly installed fire hydrants that have been removed.
- The CONTRACTOR shall submit procedures for testing and disinfection of the watermain to the ENGINEER for review prior to the start of testing.
- The CONTRACTOR shall be present and assist in the Final Walk inspection. The CONTRACTOR shall provide sufficient personnel and equipment to demonstrate to the ENGINEER that all valves, fire hydrants, and curb stops operate as required.

ERIC COUNTY WATER AUTHORITY BUFFALO, NEW YORK  
STANDARD DETAIL GENERAL NOTES  
DWG. NO. SD30 DATE 3/05 REVISED 7/17

**GENERAL NOTES:**

- DUCTILE IRON PIPE SHALL CONFORM TO A.W.W.A. C-151 (ANSI A21.51), AND SHALL BE CLASS S2 INSTALLED IN ACCORDANCE WITH A.W.W.A. C-600 AND WRAPPED IN A.W.W.A. C-105 POLYETHYLENE POLYWRAP.
- FITTINGS SHALL BE FULL BODY AND CONFORM TO A.W.W.A. C-110 FOR GRAY AND DUCTILE IRON FITTINGS, OR BE SHORT BODY IRON FITTINGS IN ACCORDANCE WITH A.W.W.A. C-153 (ANSI 21.53). JOINTS SHALL CONFORM TO A.W.W.A. C-111. VALVES SHALL BE GATE VALVES IN ACCORDANCE WITH A.W.W.A. C-500, UNLESS OTHERWISE NOTED.
- PIPING SHALL BE INSTALLED AND TESTED IN ACCORDANCE WITH A.W.W.A. C-600 FOR DUCTILE IRON WATERMAINS OR A.W.W.A. C-900 FOR P.V.C. PIPE WITH INSTALLATION AND TESTING AS PER A.W.W.A. MANUAL M-23.
- DISINFECTION, FLUSHING AND BACTERIOLOGICAL TESTING SHALL BE PERFORMED IN ACCORDANCE WITH A.W.W.A. SPECIFICATION C-651, LATEST REVISION.
- THE ERIE COUNTY WATER AUTHORITY AND THE VILLAGE OF ALDEN DEPARTMENT OF PUBLIC WORKS SHALL OPERATE ALL VALVES ON EXISTING SYSTEMS AND SHALL OPEN NEW VALVES TO NEWLY CONSTRUCTED WATERMAINS.
- ONLY ONE CONNECTION MAY BE MADE TO ANY EXISTING WATERMAIN PRIOR TO DISINFECTION AND HEALTH DEPARTMENT APPROVAL OF COMPLETED WORKS. AFTER APPROVAL, REMAINING CONNECTIONS MAY BE MADE.
- ALL CLAMPING NUTS AND BOLTS SHALL BE HIGH STRENGTH, LOW ALLOY STEEL, FLUOROCARBON COATED OR TYPE 304 STAINLESS STEEL AS MANUFACTURED BY STANSCO INDUSTRIES INC. OF HOUSTON, TEXAS OR EQUAL.
- THE DEPTH OF THE TRENCH SHALL BE SUFFICIENT TO ALLOW FOUR AND ONE-HALF (4-1/2) FOOT COVER OVER THE TOP OF THE PIPE EIGHT (8) INCHES AND UNDER IN DIAMETER AND FOUR (4) FOOT COVER OVER THE TOP OF THE PIPE TEN (10) INCHES AND OVER IN DIAMETER AFTER ALL FINISH GRADING HAS BEEN COMPLETED, UNLESS OTHERWISE DIRECTED OR SPECIFIED BY THE ENGINEER.
- CONTRACTOR SHALL LEAVE EXCAVATIONS OPEN AT BOTH DIRECTIONS UNTIL SYSTEM IS PRESSURIZED. CONTRACTOR SHALL OBSERVE PIPING FOR VISIBLE LEAKAGE AND CORRECT ANY DEFICIENCIES OBSERVED.
- DISINFECTING WATER MAINS:  
ALL WATER MAINS SHALL BE DISINFECTED ACCORDING TO SPECIFICATIONS AND THE APPROVAL OF THE ERIE COUNTY HEALTH DEPARTMENT.
- SHUTDOWNS  
THE ERIE COUNTY WATER AUTHORITY AND THE VILLAGE OF ALDEN DEPARTMENT OF PUBLIC WORKS SHALL BE NOTIFIED NOT LESS THAN 5 BUSINESS DAYS PRIOR TO THE NEED FOR A SHUTDOWN.

ERIC COUNTY WATER AUTHORITY BUFFALO, NEW YORK  
STANDARD DETAIL POLYETHYLENE ENCASEMENT OF DUCTILE IRON PIPE  
DWG. NO. SD32 DATE 05/16 REVISED 07/16

**EDITS TO ECWA STANDARD DETAIL GENERAL NOTES, DWG. NO. SD29:**

- THE ERIE COUNTY WATER AUTHORITY AND THE VILLAGE OF ALDEN DEPARTMENT OF PUBLIC WORKS ONLY SHALL OPERATE EXISTING VALVES AND FIRE HYDRANTS, INCLUDING NEWLY INSTALLED VALVES AND FIRE HYDRANTS THAT HAVE BEEN PLACED INTO SERVICE. THE CONTRACTOR IS ADVISED THAT WATERTIGHT CONDITIONS MAY NOT EXIST WHEN EXISTING VALVES ARE CLOSED.
- THE CONTRACTOR SHALL HAVE ALL THE EQUIPMENT, MANPOWER, AND MATERIALS REQUIRED ON SITE AND READY FOR USE PRIOR TO COMMENCING ANY SHUT-DOWN OR REMOVING ANY EXISTING FACILITIES FROM SERVICE. THE CONTRACTOR SHALL NOTIFY ALL AFFECTED CUSTOMERS OF ANY SHUT-DOWN AT LEAST 72 HOURS IN ADVANCE. THE CONTRACTOR SHALL NOTIFY THE APPROPRIATE FIRE STATIONS 72 HOURS IN ADVANCE PRIOR TO TAKING ANY FIRE HYDRANTS OUT OF SERVICE. ANY FIRE HYDRANTS NOT IN SERVICE SHALL BE BAGGED IN BURLAP OR PLASTIC. ANY SHUT-DOWN SHALL BE LIMITED TO 4 CONSECUTIVE HOURS. IT MAY BE NECESSARY TO SCHEDULE SHUT-DOWNS AT NIGHT, WEEKENDS, OR OTHER OFF HOURS AS TO NOT AFFECT SCHOOLS, BUSINESSES OR OTHER CUSTOMERS, AS DETERMINED BY THE ENGINEER. SHUT-DOWN REQUESTS SHALL BE SUBMITTED TO THE ERIE COUNTY WATER AUTHORITY AND THE VILLAGE OF ALDEN DEPARTMENT OF PUBLIC WORKS A MINIMUM OF 5 BUSINESS DAYS IN ADVANCE OF THE REQUESTED SHUT-DOWN DATE.
- EDITS TO ECWA STANDARD DETAIL GENERAL NOTES, DWG. NO. SD30:
- EXISTING FIRE HYDRANTS REMOVED DURING CONSTRUCTION AND NOT REINSTALLED AS PART OF THE WORK SHALL BE SCHEDULED AND RETURNED TO THE VILLAGE OF ALDEN DEPARTMENT OF PUBLIC WORKS, 13336 BROADWAY, ALDEN, NEW YORK 14004.
- THE USE OF EXISTING FIRE HYDRANTS FOR ANY REASON IS PROHIBITED WITHOUT PRIOR APPROVAL OF THE VILLAGE OF ALDEN DEPARTMENT OF PUBLIC WORKS. THIS INCLUDES NEWLY INSTALLED FIRE HYDRANTS THAT HAVE BEEN PLACED INTO SERVICE.

ERIC COUNTY WATER AUTHORITY BUFFALO, NEW YORK  
STANDARD DETAIL POLYWRAPPING DUCTILE IRON FITTINGS ON PVC PIPE  
DWG. NO. SD39 DATE 2/18 REVISED 10/05

**NOTES:**

- POLYETHYLENE WRAP IS TO BE PLACED AROUND THE ENTIRE FITTING, AND SECURED IN PLACE WITH POLYETHYLENE TAPE. PROVIDE SUFFICIENT SLOP SO THAT POLYETHYLENE WRAP IS NOT PLUNGED DURING BACKFILL AND DOES NOT ENTRAP AIR. POLYETHYLENE WRAP NOT TO BE INSTALLED WITHIN 6 INCHES OF VALVE OPERATING NUT ON GATE VALVES.
- ALL FITTINGS TO BE POLYETHYLENE WRAPPED PRIOR TO BEDDING AND CONCRETE BLOCK PLACEMENT.
- POLYETHYLENE WRAP IS TO BE EXTENDED A MINIMUM OF 12" PAST THE FITTING ON EACH LEG AND SECURED TO THE PVC PIPE WITH AT LEAST TWO CIRCUMFERENTIAL WRAPS OF POLYETHYLENE TAPE.

ERIC COUNTY WATER AUTHORITY BUFFALO, NEW YORK  
STANDARD DETAIL THRUST BLOCKS FOR ELBOW FITTING  
DWG. NO. SD8 DATE 4/28/92 REVISED 10/05

**NOTES:**

- CENTERLINE OF THE LOWEST NOZZLE TO FINISHED GRADE SHALL BE A MIN. OF 15" & MAX. OF 18".
- HYDRANT RISER SHALL BE INSTALLED PLUMB.
- VALVE BOX SHALL NOT BE PLACED IN PAVEMENT.
- RELOCATE HYDRANT MARKER (IF PRESENT), FOR WATERLINE REPLACEMENT PROJECTS ONLY.
- HYDRANT FACE TO BE A MINIMUM OF 3" FROM THE BACK FACE OF ALL CURBS OR A MINIMUM OF 5" FROM ALL EDGES OF PAVEMENT (IF NO CURB).

ERIC COUNTY WATER AUTHORITY BUFFALO, NEW YORK  
STANDARD DETAIL FIRE HYDRANT INSTALLATION  
DWG. NO. SD13 DATE 6/00 REVISED 11/16

**NOTES:**

- The CONTRACTOR shall have all equipment, manpower, and materials required on site and ready for use prior to commencing any shut-down or removing any existing facilities from service. The CONTRACTOR shall notify all affected customers of any shut-down at least 48 hours in advance. The CONTRACTOR shall notify the appropriate fire stations 72 hours in advance prior to taking any fire hydrants out of service. Any fire hydrants not in service shall be bagged in burlap or plastic. Any shut-down shall be limited to 4 consecutive hours. It may be necessary to schedule shut-downs at night, weekends, or other off hours as to not affect schools, businesses or other customers, as determined by the Engineer. Shut-down requests shall be submitted to the Erie County Water Authority and the Village of Alden Department of Public Works a minimum of 5 business days in advance of the requested shut-down date.

ERIC COUNTY WATER AUTHORITY BUFFALO, NEW YORK  
STANDARD DETAIL GENERAL NOTES  
DWG. NO. SD29 DATE 3/05 REVISED 7/17

**NOTES:**

- The CONTRACTOR shall have all equipment, manpower, and materials required on site and ready for use prior to commencing any shut-down or removing any existing facilities from service. The CONTRACTOR shall notify all affected customers of any shut-down at least 48 hours in advance. The CONTRACTOR shall notify the appropriate fire stations 72 hours in advance prior to taking any fire hydrants out of service. Any fire hydrants not in service shall be bagged in burlap or plastic. Any shut-down shall be limited to 4 consecutive hours. It may be necessary to schedule shut-downs at night, weekends, or other off hours as to not affect schools, businesses or other customers, as determined by the Engineer. Shut-down requests shall be submitted to the Erie County Water Authority and the Village of Alden Department of Public Works a minimum of 5 business days in advance of the requested shut-down date.

ERIC COUNTY WATER AUTHORITY BUFFALO, NEW YORK  
STANDARD DETAIL GENERAL NOTES  
DWG. NO. SD30 DATE 3/05 REVISED 7/17

**NOTES:**

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ERIC COUNTY WATER AUTHORITY BUFFALO, NEW YORK  
STANDARD DETAIL POLYETHYLENE ENCASEMENT OF DUCTILE IRON PIPE  
DWG. NO. SD32 DATE 05/16 REVISED 07/16

**NOTES:**

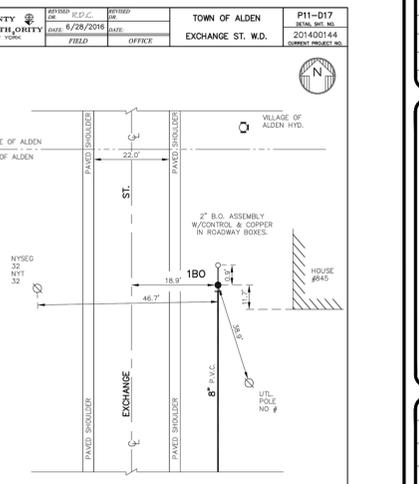
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ERIC COUNTY WATER AUTHORITY BUFFALO, NEW YORK  
STANDARD DETAIL POLYWRAPPING DUCTILE IRON FITTINGS ON PVC PIPE  
DWG. NO. SD39 DATE 2/18 REVISED 10/05

**NOTES:**

- The CONTRACTOR shall have all equipment, manpower, and materials required on site and ready for use prior to commencing any shut-down or removing any existing facilities from service. The CONTRACTOR shall notify all affected customers of any shut-down at least 48 hours in advance. The CONTRACTOR shall notify the appropriate fire stations 72 hours in advance prior to taking any fire hydrants out of service. Any fire hydrants not in service shall be bagged in burlap or plastic. Any shut-down shall be limited to 4 consecutive hours. It may be necessary to schedule shut-downs at night, weekends, or other off hours as to not affect schools, businesses or other customers, as determined by the Engineer. Shut-down requests shall be submitted to the Erie County Water Authority and the Village of Alden Department of Public Works a minimum of 5 business days in advance of the requested shut-down date.

ERIC COUNTY WATER AUTHORITY BUFFALO, NEW YORK  
STANDARD DETAIL THRUST BLOCKS FOR ELBOW FITTING  
DWG. NO. SD8 DATE 4/28/92 REVISED 10/05



ERIC COUNTY WATER AUTHORITY BUFFALO, NEW YORK  
STANDARD DETAIL BLOWOFF  
DWG. NO. SD18 DATE 4/28/92 REVISED 10/05

**NUSSBAUMER & CLARKE, INC.**  
ENGINEERS AND SURVEYORS  
EST. 1933  
3556 Lake Shore Road, Suite 500 | Buffalo, NY 14219  
(716) 827-8000 | (716) 826-7958 fax  
www.nussclarke.com

**EXCHANGE STREET WATER SYSTEM INTERCONNECTION VILLAGE OF ALDEN**  
13336 BROADWAY, ALDEN, NY

**CIVIL WATERLINE DETAILS**

REVISIONS

| No. | DESCRIPTION | DATE |
|-----|-------------|------|
| 0   |             |      |

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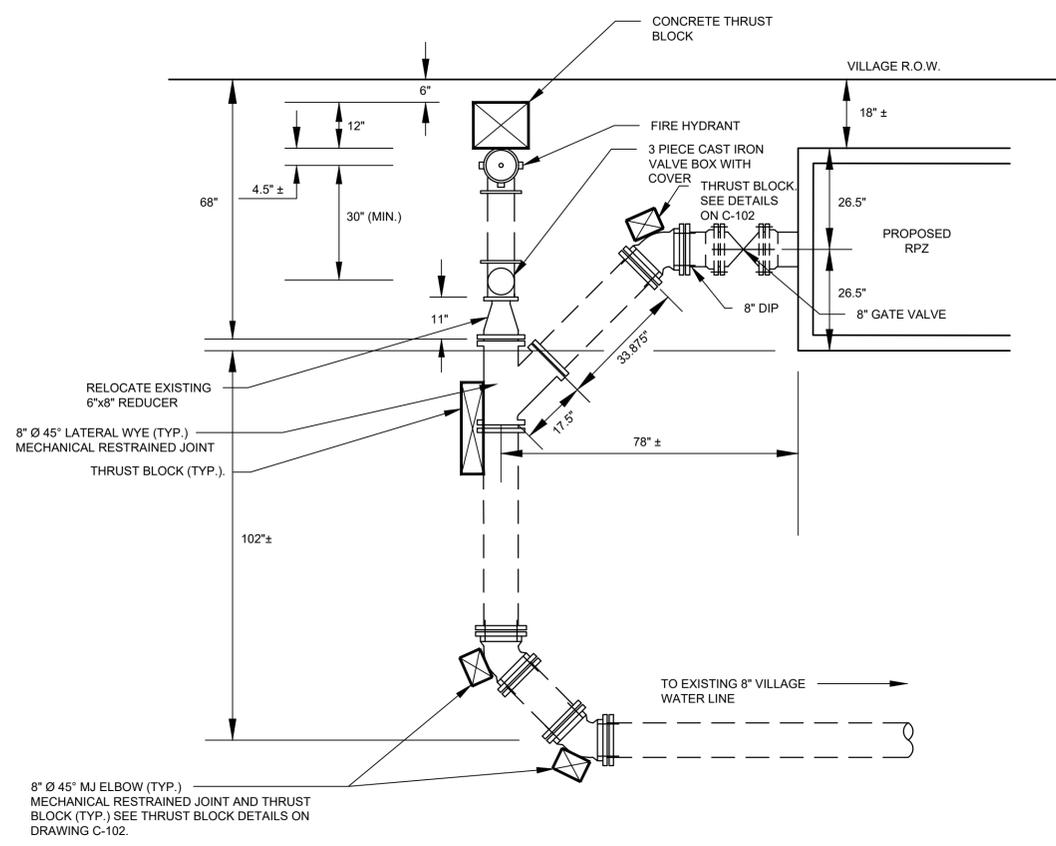
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DATE: 3/15/2021  
DRAWN BY: JJS  
DESIGNED BY: RCS  
CHECKED BY: RCS  
APPROVED BY: MTM  
SCALE: AS NOTED  
SHEET No. 3 OF 7

**C-102**

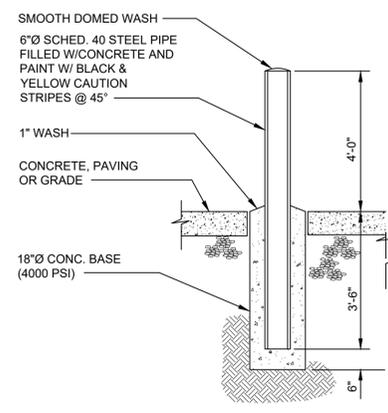


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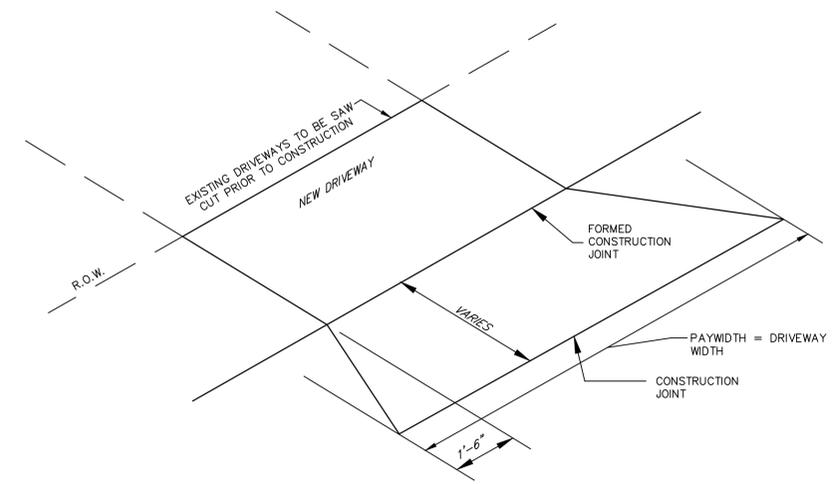
1 2 3 4 5 6



**C4 PROPOSED FIRE HYDRANT INSTALLATION PLAN DETAIL**  
SCALE: 1" = 2'-0"



**A3 TYPICAL BOLLARD DETAIL**  
SCALE: NOT TO SCALE



**A4 TYPICAL DRIVEWAY REPLACEMENT DETAIL**  
SCALE: NOT TO SCALE

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ENGINEERS AND SURVEYORS  
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**EXCHANGE STREET WATER SYSTEM  
INTERCONNECTION  
VILLAGE OF ALDEN  
13336 BROADWAY, ALDEN, NY**

**CIVIL DETAILS**

| REVISIONS |             |      |
|-----------|-------------|------|
| No.       | DESCRIPTION | DATE |
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& LAND SURVEYING IN THE  
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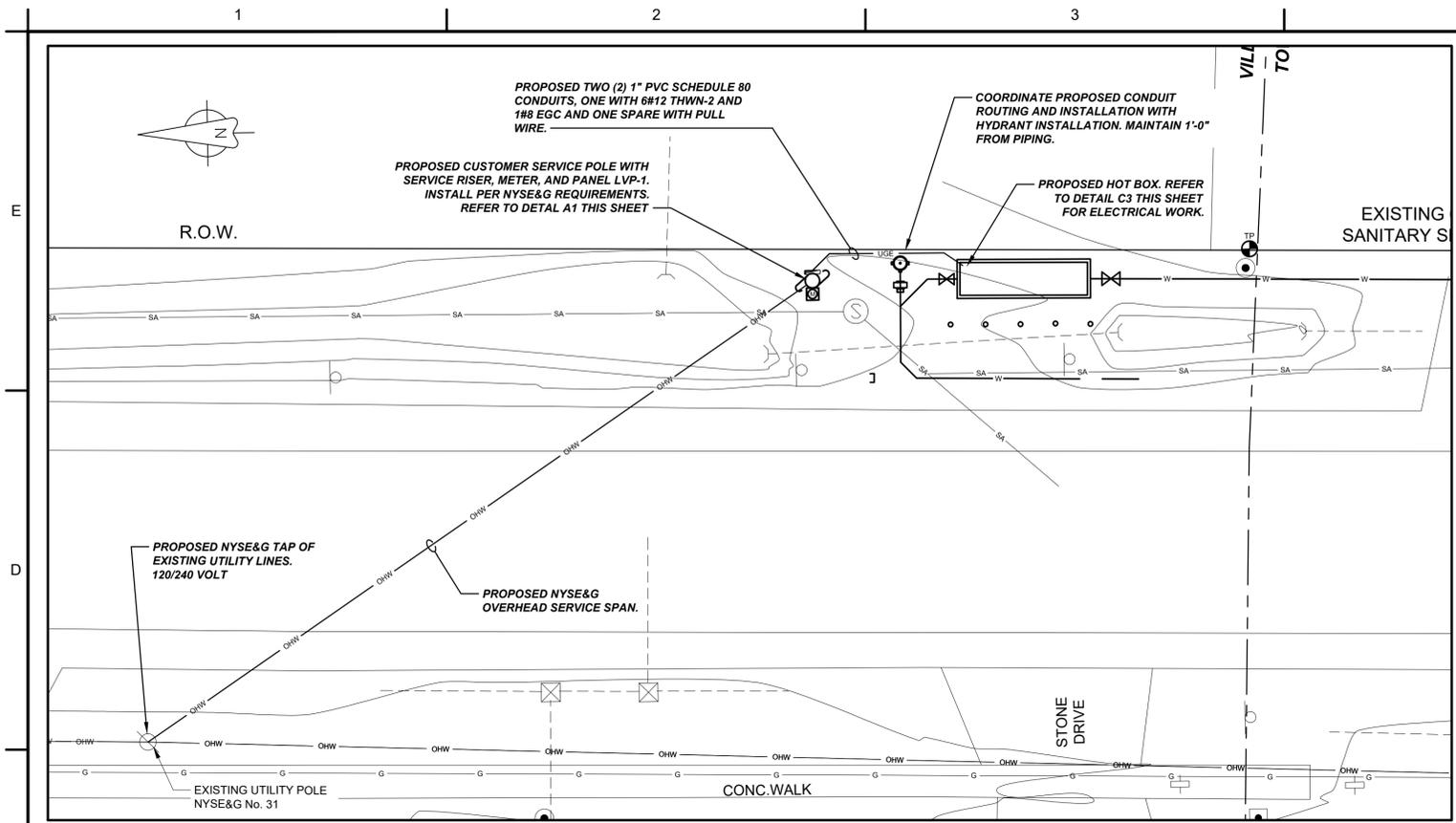
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| PROJECT NUMBER | 20J1-0061 |
| DATE           | 3/15/2021 |
| DRAWN BY       | JJS       |
| DESIGNED BY    | RCS       |
| CHECKED BY     | RCS       |
| APPROVED BY    | MTM       |
| SCALE:         | AS NOTED  |
| = 1 INCH       |           |
| SHEET No.      | 5 OF 7    |

**C-104**

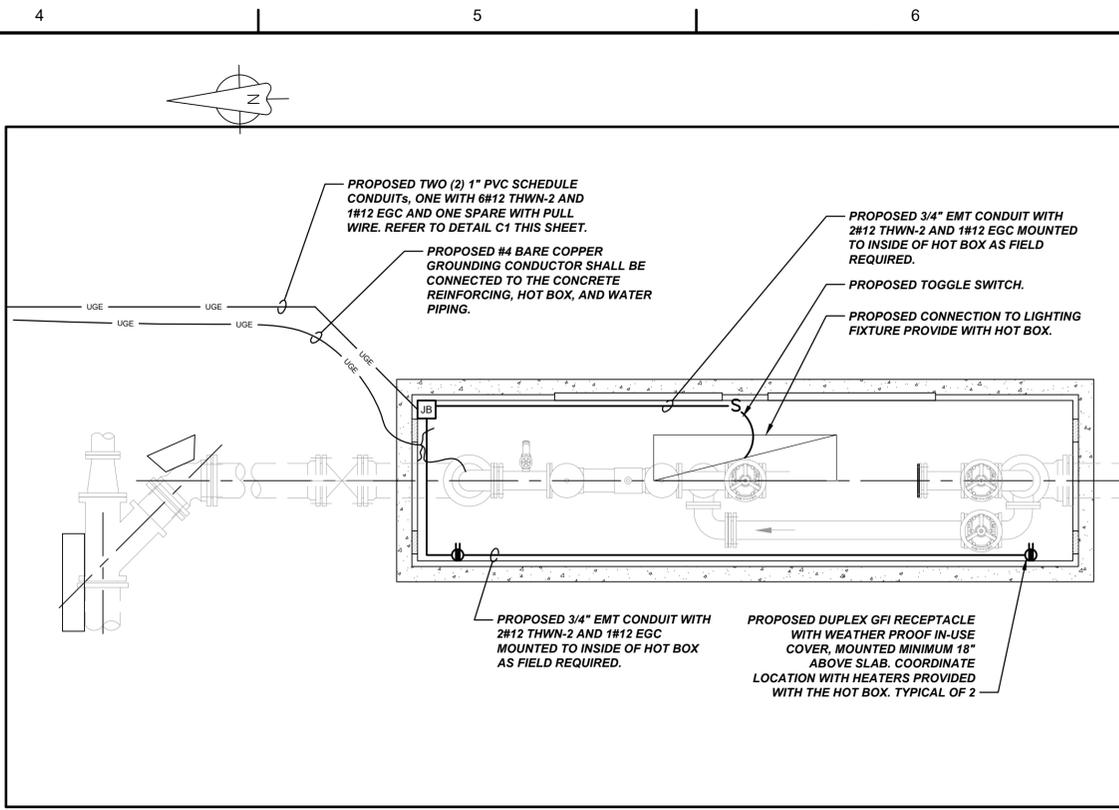
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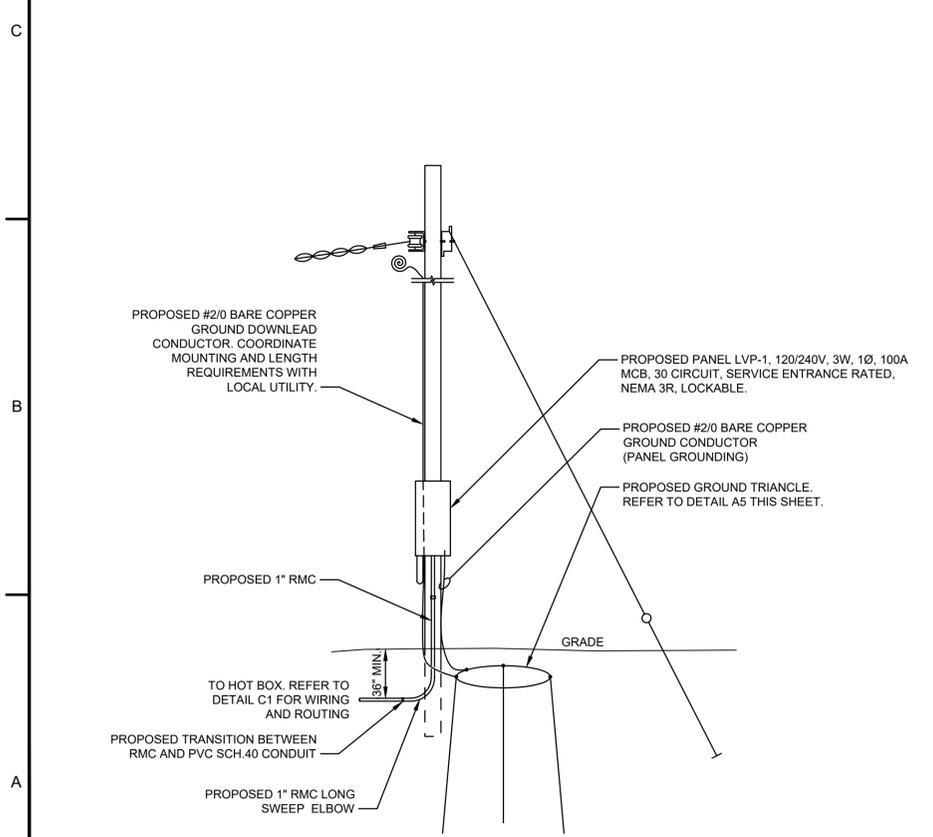




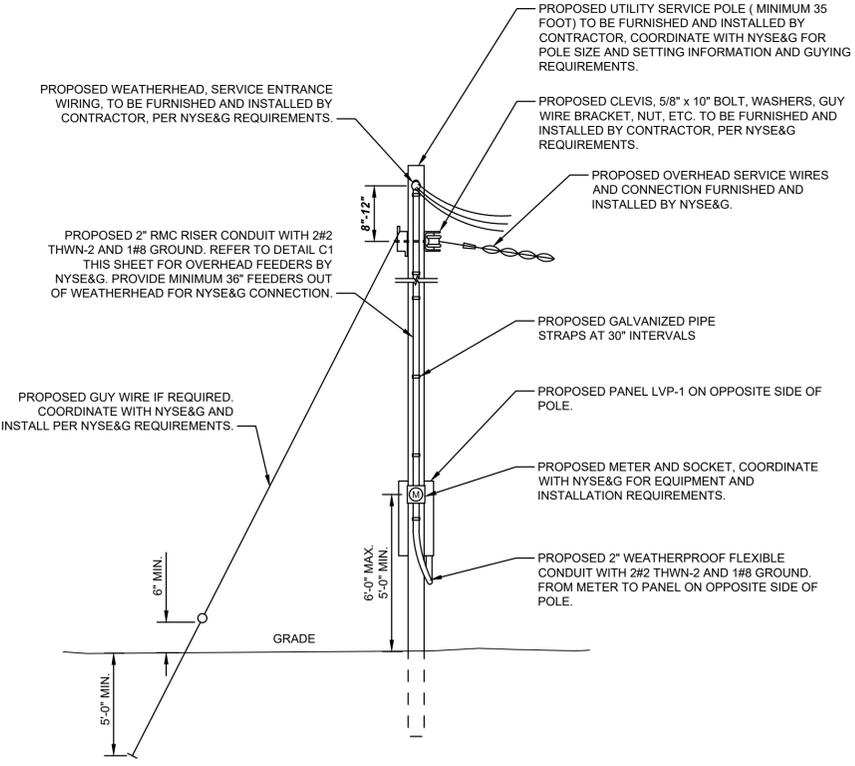
**C1 ELECTRICAL SITE PLAN**  
SCALE: 1"=10'



**C3 ELECTRICAL ENLARGED RPZ PLAN**  
SCALE: 1/2"=1'-0"

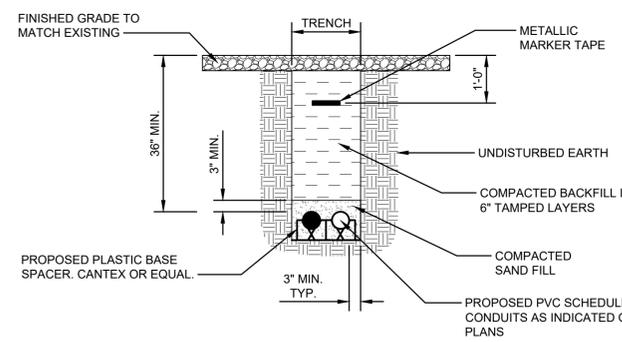


**WEST ELEVATION**

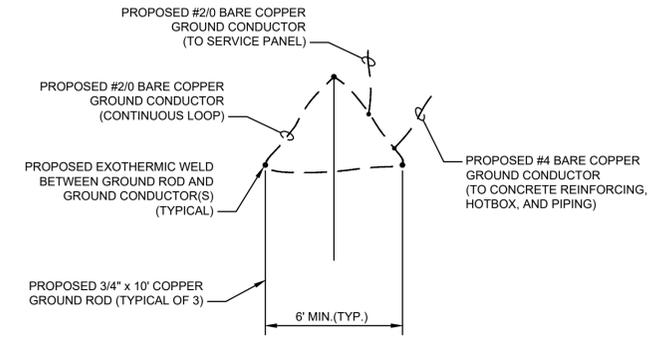


**EAST ELEVATION**

**A1 ELECTRICAL SERVICE RISER POLE DETAIL**  
SCALE: N.T.S.



**B5 ELECTRICAL TRENCH DETAIL**  
SCALE: N.T.S.



**A5 ELECTRICAL TRIANGULAR GROUND DETAIL**  
SCALE: N.T.S.

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**EXCHANGE STREET WATER SYSTEM INTERCONNECTION**  
VILLAGE OF ALDEN  
13336 BROADWAY, ALDEN, NY

**ELECTRICAL SITE AND DETAILS**

| REVISIONS |             |      |
|-----------|-------------|------|
| No.       | DESCRIPTION | DATE |
| 0         |             |      |

NUSSBAUMER & CLARKE, INC.  
A CORPORATION REGISTERED TO PRACTICE PROFESSIONAL ENGINEERING & LAND SURVEYING IN THE STATE OF NEW YORK

**SEAL**  
1933  
BUFFALO, N.Y.

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|                |           |
|----------------|-----------|
| PROJECT NUMBER | 20J1-0061 |
| DATE           | 3-16-2021 |
| DRAWN BY       | JEZ       |
| DESIGNED BY    | JEZ       |
| CHECKED BY     | RCS       |
| APPROVED BY    | MTM       |
| SCALE:         | AS NOTED  |
| = 1 INCH       |           |
| SHEET No.      | 7 OF 7    |

**ES101**

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# **Exhibit B**

## **Insurance Requirements**

**VILLAGE OF ALDEN  
BULK SALES AGREEMENT**

The following minimum insurance requirements shall apply for the duration of this Agreement. All insurance required herein shall be obtained at the sole cost and expense of the Village, including deductibles and self-insured retentions, and shall be in full force and effect on the contract commencement date and for the duration of the Agreement. These requirements include but are not limited to the minimum insurance requirements.

Insurance Requirements:

**a. Workers Compensation:**

Part 1: Workers Compensation: Statutory

Part 2: Employers Liability: \$1,000,000.

Note: If New York State domiciled employees are used, coverage to be New York Statutory for both Parts 1 and 2

**b. New York Disability Benefits Liability:** Statutory coverage if New York State domiciled employees are used.

**c. Commercial General Liability:**

- \$2,000,000. General Aggregate
- \$2,000,000. Products/Completed Operations Aggregate
- \$1,000,000. Each Occurrence
- \$1,000,000. Personal Injury/Advertising Liability
- Erie County Water Authority to be scheduled as an Additional Insured for both on-going and completed operations (attach Additional Insured endorsement to Certificate of Insurance)
- Insurance to be primary and non-contributory

**d. Automobile Liability:**

- \$1,000,000. Each Accident
- Erie County Water Authority to be scheduled as an Additional Insured.

**e. Umbrella Liability:**

- \$5,000,000. Each Occurrence
- \$5,000,000. Aggregate
- Erie County Water Authority to be scheduled as an Additional Insured

Certificates of Insurance to be provided to the Authority prior to start of the Agreement as follows:

ACORD 25 including copy of Additional Insured Endorsement Note: If coverage provided for NYS domiciled employees require Forms C 105.2 and DB 120.1 for Workers Compensation and NYS DBL.

Certificates of Insurance, on forms approved by the New York State Department of Insurance, must be submitted to the Authority prior to the award of contract. Renewals of Certificates of Insurance, on forms approved by the New York State Department of Insurance, must be received by the Authority 30 days prior to the expiration of the insurance policy period.

Certificates of Insurance and renewals, on forms approved by the New York State Department of Insurance, must be submitted to the Authority prior to the award of contract. Each insurance carrier issuing a Certificate of Insurance shall be rated by A. M. Best no lower than “A-” with a Financial Strength Code (FSC) of at least VII. The professional service provider shall name the Authority, its officers, agents, and employees as additional insured on a Primary and Non-Contributory Basis, including a Waiver of Subrogation endorsement (form CG 20 26 11 85 or equivalent), on all applicable liability policies. Any liability coverage on a “claims made” basis should be designated as such on the Certificate of Insurance. Such insurance shall continue through the term of this Agreement and vendor shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Acts Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that vendor has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

To avoid confusion with similar insurance company names and to properly identify the insurance company, please make sure that the insurer’s National Association of Insurance Commissioners (N.A.I.C.) identifying number or A. M. Best identifying number appears on the Certificate of Insurance. Also, at the top of the Certificate of Insurance, please list the project number.

Acceptance of a Certificate of Insurance and/or approval by the Authority shall not be construed to relieve the outside vendor of any obligations, responsibilities, or liabilities.

Certificates of Insurance should be e-mailed to [mmusarra@ecwa.org](mailto:mmusarra@ecwa.org) or mailed to Ms. Molly Jo Musarra, Claim Representative/Risk Manager Erie County Water Authority, 295 Main Street – Room 350, Buffalo, New York 14203-2494, or if you have any questions you can contact Ms. Musarra by e-mail or phone (716) 849-8465.



STATE OF NEW YORK  
WORKERS' COMPENSATION BOARD

**CERTIFICATE OF PARTICIPATION IN WORKERS' COMPENSATION  
GROUP SELF-INSURANCE**

|  |   |
|--|---|
| <b>1a. Legal Name and Address of Business Participating in Group Self-Insurance (Use Street Address Only)</b><br><br>Village of Alden<br>13336 Broadway<br>Alden, NY 14004   | <b>1d. Corporate Contact Name of Business referenced in box "1a"<br/>Business Telephone Number of Business referenced in box "1a"</b><br><br>Sue Galbraith<br>(716) 937-9216<br><br><b>1e. NYS Unemployment Insurance Employer Registration Number of business referenced in box "1a"</b> |
| <b>1b. Effective Date of Membership in the Group</b><br>07/01/2015   | <b>1f. Federal Employer Identification Number of Business referenced in Box "1a".</b><br><br>166002421  |
| <b>1c. The Proprietor, Partners, or Executive Officers are</b><br><input checked="" type="checkbox"/> included (only check box if all partners/officers included)<br><input type="checkbox"/> all excluded or certain partners/officers excluded | <b>2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as Certificate Holder)</b><br><br>Erie County Water Authority<br>3030 Union Road<br>Cheektowaga, NY 14227<br><br>RE: Proof of Workers' Compensation Coverage                                       |
| <b>3. Name and Address of Group Self-Insurer</b><br><br>Public Employer Risk Management Association<br>PO Box 12250<br>Albany, NY 12212-2250   | (This cell is empty in the original image)  |

This certifies that the business referenced above in box "1a" is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law as a participating member of the Group Self-Insurer listed above in box "3" and participation in such group self-insurance is still in force. The Group Self-Insurer's Administrator will send this Certificate of Participation to the entity listed above as the certificate holder in "box 2".

The Group Self-Insurer's Administrator will notify the above certificate holder within 10 days IF the membership of the participant listed in box "1a" is terminated. (these notices may be sent by regular mail.) Otherwise, this Certificate is valid for a maximum of one year from the date certified by the group self-insurer.

*If this certificate is no longer valid according to the above guidelines and the business referenced in box "1a" continues to be named on a permit, license or contract issued by the certificate holder, the business must provide the certificate holder either with a new certificate or other authorized proof of the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.*

**Under penalty of perjury, I certify that I am an authorized representative of the Group Self-Insurer referenced above and that the business referenced in box "1a" has the coverage as depicted on this form.**

Certified by: Steve Altieri, President  
(Print name of authorized representative of the Group Self-Insurer)

Certified by:  07/01/2021  
Signature Date

Title: President

Telephone Number: 1-888-737-6269

## WORKERS COMPENSATION LAW

### **Section 57 Restriction on issue of permits and the entering into contracts unless compensation is secured.**

1. The head of a state or municipal department board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board commission or office to pay any compensation to any such employee if so employed.
2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contact for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

**Please Note:** This Certificate is valid only through the policy dates indicated above, OR, a maximum of one year after this form is approved by the authorized representatives of the Group Self-Insurer. At the expiration of those dates, if the business continues to be named on a permit or contract issued by the above government entity, the business must provide that government entity with a new Certificate. The business must also provide a new Certificate upon notice of

**GSI-105.2 (2-02) Reverse**