



ERIE COUNTY WATER AUTHORITY
INTEROFFICE MEMORANDUM
June 16, 2021

To: Terrence D. McCracken, Secretary to the Authority

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

Subject: Stickler Estates Phase 2
Town of Clarence
ECWA File No.: BCD-21-01
ECWA Project No.: 202100023

5700 Strickler Road, LLC is proposing a new phase of development for the Stickler Estates Phase 2 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 5700 Strickler Road LLC (BCD applicant) for the installation of 1,522± LF of 8-inch PVC watermain, two hydrants, and one line valve in Stickler Estates Phase 2, Town of Clarence.

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

ARM:jmf
Attachment
cc: L.Kowalski (email)
BCD-21-01

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

Contract: BCD-21-01

Project No.: 202100023

Project Description: Install Approximately 1,522± LF of 8" PVC, 2 Hydrants, 1 Valve, and All Necessary Material for Complete Installation of Stirckler Estates Phase 2, Town of Clarence.

Item Description:


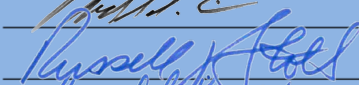



- | | | | |
|---|--|---|---------------------------------------|
| <input type="checkbox"/> Agreement | <input type="checkbox"/> Professional Service Contract | <input type="checkbox"/> Amendment | <input type="checkbox"/> Change Order |
| <input checked="" type="checkbox"/> BCD | <input type="checkbox"/> 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: 6/16/2021 |
| <input checked="" type="checkbox"/> Chief Operating Officer |  | Date: 6/16/2021 |
| <input checked="" type="checkbox"/> Executive Engineer |  | Date: 06/16/2021 |
| <input type="checkbox"/> Director of Administration | _____ | Date: _____ |
| <input type="checkbox"/> Risk Manager | _____ | Date: _____ |
| <input checked="" type="checkbox"/> Chief Financial Officer |  | Date: 06/16/2021 |
| <input checked="" type="checkbox"/> Legal |  | Date: 06/16/2021 |

APPROVED FOR BOARD RESOLUTION:

- | | | |
|--|--|------------------|
| <input checked="" type="checkbox"/> Secretary to the Authority |  | Date: 06/16/2021 |
|--|--|------------------|

Remarks: EC 7189

Resolution Date: _____

Item No: _____

**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 **5700 STRICKLER ROAD, LLC**, 5845 Kraus Road, Clarence, New York 14031 (hereinafter “BCD Applicant”). The BCD Applicant agrees 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. The BCD Applicant desires to install water mains, hydrants and appurtenances as follows:

INSTALL approximately 1,522 +/- linear feet of 8” PVC water main in Strickler Estates Phase 2, Town of Clarence, under an Erie County Water Authority Builder, Contractor, Developer (BCD) Agreement.

INSTALL two (2) hydrants and one (1) line valves in Strickler Estates Phase 2, Town of Clarence, under an Erie County Water Authority Builder, Contractor, Developer (BCD) Agreement.

Dillon Court

BEGINNING at the end of Phase 1, at approximate station 23+60 on Dillon Ct., thence southerly 1,522 +/- linear feet within the proposed right-of-way of Dillon Ct., ending at a cul-de-sac at the end of Dillon Ct.

AS SHOWN and noted on William Schutt and Associates drawing of Strickler Estates Phase 2, dated February 23, 2021.

3. The BCD Applicant must be business entity registered with the New York Secretary of State to do business in the State of New York.
4. The BCD Applicant shall submit 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 will be returned either approved or marked for correction. If corrections are required, two (2) prints of the revised drawings shall be resubmitted to the Engineering Department for review and approval. The same procedure shall be followed until the drawings are

approved.

5. If the Authority requires a main greater than eight (8") inches in diameter be installed in a subdivision for the Authority's convenience, the Authority will either install the main, or pay the BCD Applicant the cost difference between installing an eight (8") main and installing the larger main. If the Authority installs a main greater than eight (8") inches in diameter, the BCD Applicant will be required to pay the Authority only the cost for installing an eight-inch main. The Authority must receive payment in advance before the Authority will install any such main. This provision only applies when the Authority directs the installation of a main greater than 8" inches for reasons unrelated to the water needs and demands of the BCD Applicant's subdivision.
6. If the BCD Applicant requires a main larger than an eight (8") inch to service the subdivision, the BCD Applicant shall install such main.
7. In the event a water main(s) is (are) required to reach the subdivision, the BCD Applicant will be required to submit a plan in compliance with provisions 10.02 through 10.10 of the Authority's Tariff subject to the approval of the Authority.
8. Vacant lots in new subdivisions 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. After the Authority has approved the subdivision drawings, final approval of the subdivision drawings must be obtained from the town, city or other appropriate governmental body. Two reproducible approved drawings shall then be submitted to the Authority for signature of the Authority's Executive Engineer. Two reproducible signed drawings will be returned to the BCD Applicant upon execution of the Main Extension Agreement.
10. Prior to beginning installation of the water mains, hydrants and appurtenances, BCD Applicant shall provide the Authority with the following:
 - a. Names of all sub-contractors, if any, who will be installing water mains and appurtenances;
 - b. Shop drawings showing that all materials used in the construction of the water mains and appurtenances meet the Authority's specifications;
 - c. Name of engineer who will do the full-time inspection;
 - d. Five (5) days advance written notice of the starting date of construction;

- e. A certified copy of the resolution of the town, city or other appropriate governing body authorizing and approving the installation of hydrants. Such resolution shall set forth that the town, city or other appropriate governing body shall pay the annual rates for the hydrants to be installed as provided for in the Authority's Tariff.
- 11. The BCD Applicant shall arrange for water samples and bacterial tests to be taken and tested by an approved laboratory. The results shall be submitted to the Erie County Health Department for approval, and if all tests are satisfactory, the County Health Department shall submit a Certificate of Acceptance to the Authority.
- 12. Authority personnel shall direct the operation of valves on existing water mains during the required leakage and pressure tests and the disinfection of the water mains and appurtenances. If the mains and appurtenances should fail the pressure or leakage tests, the necessary corrective measures shall be taken, and the tests repeated until satisfactory results are obtained. Upon completion of these tests, the mains shall be shut off and not placed into service until the County Health Department issues a Certificate of Acceptance, all 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.
- 13. Within four (4) weeks of the date the Erie County Health Department Certificate of Acceptance is received, and prior to both acceptance by the Authority and the date water service is begun, BCD Applicant shall 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 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 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 Applicant's 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 Applicant's 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 Applicant's engineer. The BCD Applicant's 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.

14. Water service connections will be installed by the Authority at the time requested by the BCD Applicant. The BCD Applicant shall make arrangements for the water service connection as well as meter installation and payment.
15. The BCD Applicant shall notify the Authority when customer service is desired at an individual premise so that a meter can be installed. If the BCD Applicant fails to notify the Authority that a meter should be installed, the BCD Applicant 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 Applicant 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.
16. No hydrant shall 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.
17. 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.
18. Title to all water mains, hydrants, services, and appurtenances shall vest in the Authority and the Authority shall provide service to BCD Applicant in the same manner as if the mains were originally installed by the Authority.
19. 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.
20. It is mutually understood and agreed:
 - a. The mains laid or to be 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 Applicant 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 Applicant 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 any of the reasons enumerated in the Authority's Tariff.
- e. This extension shall be made in accordance with provisions of the Authority's Tariff.

IN WITNESS WHEREOF, the parties hereto have duly caused their seals to be hereunto affixed and these presents to be signed by their duly authorized officers with the effective date of this Agreement to be the **24th** day of **June 2021**, the date of the Authority's resolution authorizing its execution.

5700 STRICKLER ROAD, LLC

FRANK RIVETT, Chief Executive Officer

ERIE COUNTY WATER AUTHORITY

JEROME D. SCHAD, Chair

[illegible]

On this _____ day of _____, 2021, before me personally came FRANK RIVETT, to me known, who being by me duly sworn, did depose and say that he/she resides at _____; that he/she is the Chief Executive Officer of 5700 STRICKLER ROAD, LLC, a New York domestic limited liability company.

Notary Public - State of New York

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

On this 24th day of June, 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 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