

**MINUTES** of the **MEETING** of the **ERIE COUNTY WATER AUTHORITY** held in the office, 350 Ellicott Square Building, Buffalo, New York, on the 3<sup>rd</sup> day of March, 2010.

**PRESENT:** Frank E. Swiatek, Chairman  
Kelly M. Vacco, Vice Chair  
Francis G. Warthling, Treasurer  
Robert A. Mendez, Executive Director  
Matthew J. Baudo, Secretary to the Authority/Personnel Director  
Robert J. Lichtenthal, Jr., Deputy Director  
Wesley C. Dust, Executive Engineer  
Mark J. Fuzak, Attorney  
Ronald P. Bennett, Associate Attorney  
Paul H. Riester, Director of Administration  
Daniel J. NeMoyer, Director of Human Resources  
Karen A. Prendergast, Comptroller  
Steven V. D'Amico, Budget and Financial Analyst  
Brian C. Bray, Public Affairs Officer

**ATTENDEES:** Danielle Elliott

**CALL TO ORDER**

**PLEDGE TO THE FLAG**

**I. - ROLL CALL**

**II. - READING OF MINUTES**

Motion by Mr. Warthling seconded by Mrs. Vacco and carried to waive the reading of the Minutes of the Meeting held on Wednesday, February 10, 2010.

**III. - APPROVAL OF MINUTES**

Motion by Mr. Warthling seconded by Mrs. Vacco and carried to approve the Minutes of the Meeting held on Wednesday, February 10, 2010.

**IV. - REPORTS (See "Report" Minutes for Details)**

- A) SECRETARY/PERSONNEL**
- B) LEGAL**
- C) FISCAL**
- D) OPERATIONS**
- E) HUMAN RESOURCES**
- F) AUDIT COMMITTEE**
- G) GOVERNANCE COMMITTEE**

**V. - COMMUNICATIONS AND BILLS**

**ITEM 1 - MASTER PURCHASE ORDER RELEASES:**

Motion by Mr. Warthling seconded by Mrs. Vacco and carried to approve for payment of Master Purchase Order Nos. as listed on the attached sheets pages 1-8 after certification by the Comptroller that the orders are in accordance with the quotations and that the Director of Administration be authorized to execute the above and all associated documents after certifying that they are in conformity with applicable laws and the Authority's By-Laws and Purchasing Guidelines, Policies and Procedures.

**VI. - UNFINISHED BUSINESS (NONE)**

Authorization for the Erie County Water Authority to Enter into a Memorandum of Understanding with the Village of Williamsville for a Water System Consolidation Study (2/10/10)

**VII. - NEW BUSINESS (RESOLUTIONS 2-24)**

**ITEM 2 - RATIFICATION OF THE INVESTMENT OF FUNDS FROM THE MANUFACTURERS & TRADERS TRUST COMPANY, DEBT SERVICE FUND WATER WORKS SYSTEM REVENUE REFUNDING BONDS, SERIES 1998A - \$49,350.42**

Motion by Mr. Warthling seconded by Mrs. Vacco

**WHEREAS**, Susan Rinaldo, Cash Manager advised under date of February 18, 2010 that there was available on March 1, 2010 the following amounts in the Debt Service Fund Water Works System Revenue Refunding Bonds, Series 1998A:

Principal Account \$33,750.00  
Interest Account \$15,600.42

and has recommended that the Manufacturers & Traders Trust Company, as Fiscal Agent, be authorized to invest from the Interest Account, in the amount of \$15,600.42 to mature in time for the June 15, 2010 Interest Payment at the highest yield to maturity to 1998A Bondholders and invest from the Principal Account in the amount of \$33,750.00 to mature in time for the December 15, 2010 Principal Payment at the highest yield to maturity to 1998A Bondholders; and

**WHEREAS**, Inasmuch as the Authority does not have adequate safekeeping facilities for the aforementioned securities, the Comptroller recommends that the Manufacturers & Traders Trust Company be authorized to maintain possession of the securities, in trust, for the Authority for safekeeping purposes;

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

That the action of Karen A. Prendergast, Comptroller, in authorizing the Manufacturers & Traders Trust Company to invest from the Interest Account in the amount of \$15,600.42 to mature in time for the June 15, 2010 Interest Payment at the highest yield to maturity to 1998A Bondholders and invest from the Principal Account in the amount of \$33,750.00 to mature in time for the December 15, 2010 Principal Payment at the highest yield to maturity to 1998A Bondholders, is hereby approved and ratified; and be it further

**RESOLVED:** That the Manufacturers & Traders Trust Company be and it hereby is authorized to retain possession of the securities, in trust, for the Authority until further direction by the Authority's Comptroller.

Ayes: Three; Commrs. Swiatek, Vacco and Warthling  
Noes: None

**ITEM 3 - RATIFICATION OF THE INVESTMENT OF FUNDS FROM THE MANUFACTURERS & TRADERS TRUST COMPANY, DEBT SERVICE FUND WATER WORKS SYSTEM REVENUE REFUNDING BONDS, SERIES 1998B - \$110,669.38**

Motion by Mr. Warthling seconded by Mrs. Vacco

**WHEREAS**, Susan Rinaldo, Cash Manager advised under date of February 18, 2010 that there was available on March 1, 2010 the following amounts in the Debt Service Fund Water Works System Revenue Refunding Bonds, Series 1998B:

Interest Account    \$41,502.71  
 Principal Account   \$69,166.67

and has recommended that the Manufacturers & Traders Trust Company, as Fiscal Agent, be authorized to invest from the Interest Account, in the amount of \$41,502.71 to mature in time for the April 15, 2010 and invest from the Principal Account in the amount of \$69,166.67 to mature in time for the October 15, 2010 Principal Payment at the highest yield to maturity to 1998B Bondholders; and

**WHEREAS**, Inasmuch as the Authority does not have adequate safekeeping facilities for the aforementioned securities, the Comptroller recommends that the Manufacturers & Traders Trust Company be authorized to maintain possession of the securities, in trust, for the Authority for safekeeping purposes;

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

That the action of Karen A. Prendergast, Comptroller, in authorizing the Manufacturers & Traders Trust Company to invest from the Interest Account in the amount of \$41,502.71 to mature in time for the April 15, 2010 and invest from the Principal Account in the amount of \$69,166.67 to mature in time for the October 15, 2010 Principal Payment at the highest yield to maturity to 1998B Bondholders, is hereby approved and ratified; and be it further

**RESOLVED:** That the Manufacturers & Traders Trust Company be and it hereby is authorized to retain possession of the securities, in trust, for the Authority until further direction by the Authority's Comptroller.

Ayes: Three; Commrs. Swiatek, Vacco and Warthling  
 Noes: None

**ITEM 4 - RATIFICATION OF THE INVESTMENT OF FUNDS FROM THE  
 MANUFACTURERS & TRADERS TRUST COMPANY, DEBT SERVICE  
 FUND WATER WORKS SYSTEM REVENUE REFUNDING BONDS,  
 SERIES 2003F - \$91,376.12**

Motion by Mr. Warthling seconded by Mrs. Vacco

**WHEREAS**, Susan Rinaldo, Cash Manager advised under date of February 18, 2010 that there was available on March 1, 2010 the following amounts in the Debt Service Fund Water Works System Revenue Refunding Bonds, Series 2003F:

Interest Account    \$38,459.45  
Principal Account    \$52,916.67

and has recommended that the Manufacturers & Traders Trust Company, as Fiscal Agent, be authorized to invest from the Interest Account, in the amount of \$38,459.45 to mature in time for the July 15, 2010 Interest Payment at the highest yield to maturity to 2003F Bondholders and to invest from the Principal Account in the amount of \$52,916.67 to mature in time for the July 15, 2010 Principal Payment at the highest yield to maturity to 2003F Bondholders; and

**WHEREAS**, Inasmuch as the Authority does not have adequate safekeeping facilities for the aforementioned securities, the Comptroller recommends that the Manufacturers & Traders Trust Company be authorized to maintain possession of the securities, in trust, for the Authority for safekeeping purposes;

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

That the action of Karen A. Prendergast, Comptroller, in authorizing the Manufacturers & Traders Trust Company to invest from the Interest Account in the amount of \$38,459.45 to mature in time for the July 15, 2010 Interest Payment at the highest yield to maturity to 2003F Bondholders and to invest from the Principal Account in the amount of \$52,916.67 to mature in time for the July 15, 2010 Principal Payment at the highest yield to maturity to 2003F Bondholders, is hereby approved and ratified; and be it further

**RESOLVED:** That the Manufacturers & Traders Trust Company be and it hereby is authorized to retain possession of the securities, in trust, for the Authority until further direction by the Authority's Comptroller.

Ayes: Three; Commrs. Swiatek, Vacco and Warthling  
Noes: None

**ITEM 5 - RATIFICATION OF THE INVESTMENT OF FUNDS FROM THE  
MANUFACTURERS & TRADERS TRUST COMPANY, DEBT SERVICE  
FUND WATER WORKS SYSTEM REVENUE REFUNDING BONDS,  
SERIES 2007 - \$187,749.06**

Motion by Mr. Warthling seconded by Mrs. Vacco

**WHEREAS**, Susan Rinaldo, Cash Manager advised under date of February 18, 2010 that there was available on February 25, 2010 the following amounts in the Debt Service Fund Water Works System Revenue Refunding Bonds, Series 2007:

Interest Account \$132,749.06  
Principal Account \$ 55,000.00

and has recommended that the Manufacturers & Traders Trust Company, as Fiscal Agent, be authorized to invest from the Interest Account, in the amount of \$132,749.06 to mature in time for the June 1, 2010 Interest Payment at the highest yield to maturity to 2007 Bondholders and invest from the Principal Account in the amount of \$55,000.00 to mature in time for the December 1, 2010 Principal Payment at the highest yield to maturity to 2007 Bondholders; and

**WHEREAS**, Inasmuch as the Authority does not have adequate safekeeping facilities for the aforementioned securities, the Comptroller recommends that the Manufacturers & Traders Trust Company be authorized to maintain possession of the securities, in trust, for the Authority for safekeeping purposes;

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

That the action of Karen A. Prendergast, Comptroller, in authorizing the Manufacturers & Traders Trust Company to invest from the Interest Account in the amount of \$132,749.06 to mature in time for the June 1, 2010 Interest Payment at the highest yield to maturity to 2007 Bondholders and invest from the Principal Account in the amount of \$55,000.00 to mature in time for the December 1, 2010 Principal Payment at the highest yield to maturity to 2007 Bondholders, is hereby approved and ratified; and be it further

**RESOLVED:** That the Manufacturers & Traders Trust Company be and it hereby is authorized to retain possession of the securities, in trust, for the Authority until further direction by the Authority's Comptroller.

Ayes: Three; Commrs. Swiatek, Vacco and Warthling  
Noes: None

**ITEM 6 - RATIFICATION OF THE INVESTMENT OF FUNDS FROM THE MANUFACTURERS & TRADERS TRUST COMPANY, DEBT SERVICE FUND WATER WORKS SYSTEM REVENUE REFUNDING BONDS, SERIES 2008 - \$490,816.67**

Motion by Mr. Warthling seconded by Mrs. Vacco

**WHEREAS**, Susan Rinaldo, Cash Manager advised under date of February 18, 2010 that there was available on February 25, 2010 the following amounts in the Debt Service Fund Water Works System Revenue Refunding Bonds, Series 2008:

Interest Account    \$168,316.67  
 Principal Account   \$322,500.00

and has recommended that the Manufacturers & Traders Trust Company, as Fiscal Agent, be authorized to invest from the Interest Account, in the amount of \$168,316.67 to mature in time for the June 1, 2010 Interest Payment at the highest yield to maturity to 2008 Bondholders and invest from the Principal Account in the amount of \$322,500.00 to mature in time for the December 1, 2010 Principal Payment at the highest yield to maturity to 2008 Bondholders; and

**WHEREAS**, Inasmuch as the Authority does not have adequate safekeeping facilities for the aforementioned securities, the Comptroller recommends that the Manufacturers & Traders Trust Company be authorized to maintain possession of the securities, in trust, for the Authority for safekeeping purposes;

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

That the action of Karen A. Prendergast, Comptroller, in authorizing the Manufacturers & Traders Trust Company to invest from the Interest Account in the amount of \$168,316.67 to mature in time for the June 1, 2010 Interest Payment at the highest yield to maturity to 2008 Bondholders and invest from the Principal Account in the amount of \$322,500.00 to mature in time for the December 1, 2010 Principal Payment at the highest yield to maturity to 2008 Bondholders, is hereby approved and ratified; and be it further

**RESOLVED:** That the Manufacturers & Traders Trust Company be and it hereby is authorized to retain possession of the securities, in trust, for the Authority until further direction by the Authority's Comptroller.

Ayes: Three; Commrs. Swiatek, Vacco and Warthling  
 Noes: None

**ITEM 7 - AUTHORIZATION TO ENTER INTO A COLLATERAL PLEDGE AND CONTROL AGREEMENT WITH FIRST NIAGARA BANK AND JPMORGAN CHASE BANK, N.A.**

Motion by Mr. Warthling seconded by Mrs. Vacco

**WHEREAS**, Robert J. Lichtenthal, Jr., Deputy Director advises that it would be in the best interest of the Erie County Water Authority (Authority) to have a third party, JPMorgan Chase Bank, N.A. (Chase) hold the securities pledged by First Niagara Bank (First Niagara) in a custodial account for deposits held by First Niagara; and

**WHEREAS**, A Collateral Pledge and Control Agreement (Agreement) has been submitted by the above parties; and

**WHEREAS**, Robert J. Lichtenthal, Jr., Deputy Director and Robert A. Mendez, Executive Director recommend acceptance of said agreement;

**NOW, THEREFORE BE IT RESOLVED:**

That the Authority accepts the Agreement with Chase and First Niagara to render custodial services for the Authority; and be it further

**RESOLVED:** That the Chairman be and he hereby is authorized to execute said agreement on behalf of the Authority; and be it further

**RESOLVED:** That the Secretary be and he is authorized to forward an executed copy of said agreement together with a certified copy of this resolution to Chase and First Niagara.

Ayes: Three; Commrs. Swiatek, Vacco and Warthling

Noes: None

**ITEM 8 - AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH BENCHMARK ENVIRONMENTAL ENGINEERING & SCIENCE, PLLC TO RENDER PROFESSIONAL ENGINEERING SERVICES IN CONNECTION WITH THE ASBESTOS ABATEMENT AND DEMOLITION OF THE ERIE COUNTY WATER AUTHORITY'S LEDYARD AVENUE PUMP STATION, IDENTIFIED AS CONTRACT BE-002, PROJECT NO. 201000024 AT A TOTAL ESTIMATED ENGINEERING COST OF \$26,869.00**

Motion by Mr. Warthling seconded by Mrs. Vacco

**WHEREAS**, Wesley C. Dust, Executive Engineer advised that the Village of Depew (Village) put the Erie County Water Authority (Authority) on written notice that the Authority was in violation of the New York State Property Maintenance Code, Article 304.7 Section 304 at the Authority's Ledyard Avenue Pump Station (Pump Station) in the Village of Depew as a result of the roof collapsing; and

**WHEREAS**, The Village directed and ordered the Authority to comply with the law and to remedy said conditions on or before February 17, 2010; and

**WHEREAS**, Pursuant to Paragraph 2 (Emergency) in Section IV (Guidelines) of the Authority's Purchasing Guidelines Policies and Procedures Manual (Manual) an emergency



condition may be declared when something is acquired under conditions deemed to be an emergency or exigency due to an unavoidable situation where there is a threat of harm to life, health, safety, environment or property; and

**WHEREAS**, Heretofore and on the 21<sup>st</sup> day of January, 2010 the Authority declared that an emergency exists at the Pump Station; and

**WHEREAS**, Pursuant to Paragraph 7 (Professional Service Contracts) in Section IV (Guidelines) of the Manual the Board of Commissioners may declare and authorize a contract to provide services to the Authority outside the guidelines when such acquisitions are required as a result of an unavoidable emergency or exigency condition; and

**WHEREAS**, Heretofore and on the 28<sup>th</sup> day of December, 2006 the Authority previously authorized issuing a Request for Proposal (RFP) to qualified firms to provide consulting environmental services to provide an environmental site assessment of the abandoned Ledyard Pump Station in the Village of Depew, New York

**WHEREAS**, As a result of the RFP in May 2007, the Authority retained the services of Benchmark Environmental Engineering & Science, PLLC (Benchmark) to render consulting environmental services to provide an environmental site assessment of the abandoned Ledyard Pump Station; and

**WHEREAS**, As a result of Benchmarks' previous familiarity with the site and project, Wesley C. Dust, Executive Engineer deems it advisable to have Benchmark now provide engineering services related to the asbestos abatement and demolition of the Pump Station, identified as Contract No. BE-002; and

**WHEREAS**, Two copies of the proposed agreement between the Authority and Benchmark have been negotiated and submitted outlining services to be performed as mentioned above; and

**WHEREAS**, The Authority agrees to pay Benchmark for services described in said agreement in accordance with the terms as outlined in Section 3 of the proposed agreement entitled Payment for Services; and

**WHEREAS**, Wesley C. Dust, P.E., Executive Engineer and Robert A. Mendez, Executive Director recommend acceptance of said agreement by the Authority;

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

That the Authority accepts the agreement of Benchmark to provide engineering services related to the asbestos abatement and demolition of the Pump Station, identified as Contract No. BE-002 under the terms and conditions set forth in said proposal; and be it further

**RESOLVED:** That the Chairman be and he hereby is authorized to execute said agreement on behalf of the Authority; and be it further

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

Ayes: Three; Commrs. Swiatek, Vacco and Warthling

Noes: None

**ITEM 9 - AUTHORIZATION TO SOLICIT REQUEST FOR PROPOSALS FOR CONSULTING AND SUPPORT SERVICES FOR INFORMATION TECHNOLOGY ACTIVITIES, PROJECT NO. 201000033**

Motion by Mr. Warthling seconded by Mrs. Vacco

**WHEREAS,** Pursuant to Article V, Title 3, Section 1053 of the Public Authorities Law, the Erie County Water Authority (AAuthority@) has the authority to contract for expert professional services; and

**WHEREAS,** Article III, Section 6 of the Authority's By-Laws grants to the Authority the right to contract for expert professional services; and

**WHEREAS,** The Authority deems it necessary to issue a Request for Proposal (ARFP@) to qualified firms to provide consulting and support services for information technology activities; and

**WHEREAS,** The proposals received by the Authority will be evaluated in accordance with the terms of the RFP, and a professional services contract will be negotiated and executed with the successful offerer; and

**WHEREAS,** The RFP for consulting and support services for information technology activities will be conducted pursuant to the newly enacted legislation, New York State Finance Law ' ' 139-j and 139-k and the Authority=s Purchasing Guidelines, Policies and Procedures; and

**WHEREAS**, Matthew J. Baudo, Secretary to the Authority/Personnel Director, will be the designated contact person for the RFP with the adoption of this resolution;

**NOW, THEREFORE BE IT RESOLVED:**

The Authority is hereby authorized to issue a RFP to qualified firms to provide consulting and support services for information technology activities.

Ayes: Three; Commrs. Swiatek, Vacco and Warthling

Noes: None

**ITEM 10 - AUTHORIZATION TO SOLICIT REQUEST FOR PROPOSALS FOR CONSULTING ENGINEERING SERVICES FOR THE 2010/2011 WATERLINE REPLACEMENT PROJECTS, PROJECT NO. 201000005**

Motion by Mr. Warthling seconded by Mrs. Vacco

**WHEREAS**, Pursuant to Article V, Title 3, Section 1053 of the Public Authorities Law, the Erie County Water Authority (AAuthority@) has the authority to contract for expert professional services; and

**WHEREAS**, Article III, Section 6 of the Authority's By-Laws grants to the Authority the right to contract for expert professional services; and

**WHEREAS**, The Authority deems it necessary to issue a Request for Proposal (ARFP@) to qualified firms to provide consulting engineering services for 2010/2011 waterline replacement/installation projects; and

**WHEREAS**, The proposals received by the Authority will be evaluated in accordance with the terms of the RFP, and a professional services contract will be negotiated and executed with the successful offerer; and

**WHEREAS**, The RFP for consulting engineering services for 2010/2011 waterline replacement/installation projects will be conducted pursuant to the newly enacted legislation, New York State Finance Law ' ' 139-j and 139-k and the Authority=s Purchasing Guidelines, Policies and Procedures; and

**WHEREAS**, Richard M. Rosenberry, Sr. Distribution Engineer, will be the designated contact person for the RFP with the adoption of this resolution;

**NOW, THEREFORE BE IT RESOLVED:**

The Authority is hereby authorized to issue a RFP to qualified firms to provide consulting engineering services for 2010/2011 waterline replacement/installation projects.

Ayes: Three; Commrs. Swiatek, Vacco and Warthling  
Noes: None

**ITEM 11 - AWARD OF CONTRACT TO ORFFEO PRINTING FOR THE 2009 ANNUAL WATER QUALITY REPORT, PROJECT NO. 201000013 - \$6,919.00**

Motion by Mr. Warthling seconded by Mrs. Vacco

**WHEREAS**, The Erie County Water Authority (Authority) heretofore advertised in the Dodge Reports and Front Page on the 27th day of January 2010, and in Business First on the 29th day of January 2010, a notice inviting sealed bids or proposals in accordance with Section 1069 of the Public Authorities Law for the 2009 Annual Water Quality Report; and

**WHEREAS**, Sealed bids or proposals were opened in the office of the Authority on the 9th day of February, 2010, at 11:15 a.m., local time, and were as follows:

<b>BIDDERS</b>	<b>AMOUNT</b>
Orffeo Printing	\$ 6,919.00
Boncraft, Inc.	7,840.00
Zenger Group	12,521.60
Gallagher Printing, Inc.	15,870.00; and

**WHEREAS**, Inasmuch as said contract is under the limit of \$100,000 and complies with the Authority's Affirmative Action Policy, Robert Brown, Director of Equal Employment Opportunity, recommends that Orffeo Printing proceed with their contract; and

**WHEREAS**, Matthew J. Baudo, Secretary to the Authority/Personnel Director and Brian C. Bray, Public Affairs Officer have reviewed the specifications and bids and determined that Orffeo Printing is the lowest bidder qualified to perform the project and have recommended that a contract be awarded to that firm for the abovementioned project; and

**WHEREAS**, Robert A. Mendez, Executive Director concurs with said recommendation;

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

That it is hereby determined that Orffeo Printing is the lowest responsible bidder for the abovementioned project, and that the Chairman be and he hereby is authorized and directed to execute a contract with said contractor for the 2009 Annual Water Quality Report in the total amount of \$6,919.00; and be it further

**RESOLVED:** Pursuant to New York State Finance Law ' ' 139-j and 139-k and the Authority's Purchasing Guidelines, Policies and Procedures with the award and execution by the Authority of this contract, the Restricted Period will cease; and be it further

**RESOLVED:** That the Director of Administration is hereby authorized and directed to create a Master Purchase Order for the abovementioned contract.

Ayes: Three; Commrs. Swiatek, Vacco and Warthling  
Noes: None

**ITEM 12 - AWARD OF CONTRACT TO VISONE CONSTRUCTION, INC. FOR  
CONTRACT NO. WSA-7, WATER SYSTEM IMPROVEMENTS IN THE  
TOWN OF AMHERST, NEW YORK, PROJECT NO. 200800077 -  
\$1,064,571.00**

Motion by Mr. Warthling seconded by Mrs. Vacco

**WHEREAS,** The Erie County Water Authority (Authority) heretofore advertised in the Dodge Reports and Front Page on the 13<sup>th</sup> day of January 2010, and in Business First on the 15<sup>th</sup> day of January 2010, a notice inviting sealed bids or proposals in accordance with Section 1069 of the Public Authorities Law for Contract No. WSA-7, water system improvements in the Town of Amherst, New York; and

**WHEREAS,** Sealed bids or proposals were opened in the office of the Authority on the 26<sup>th</sup> day of January, 2010, at 11:00 a.m., local time, and were as follows:

<b>BIDDERS</b>	<b>AMOUNT</b>
Visone Construction, Inc.	\$1,064,571.00
C.M.H. Co., Inc.	1,202,645.00
Sicar Management & Construction, Inc.	1,379,918.00
E&R General Construction, Inc.	1,391,940.00; and

**WHEREAS**, The bid bonds have all been approved by Anthony Alessi, Claims Representative/Risk Manager; and

**WHEREAS**, Robert Brown, Director of Equal Employment Opportunity, has advised that the low bidder, Visone Construction, Inc. has complied with the Authority's Affirmative Action Requirements and recommends that they be allowed to proceed with their contract based on that fact; and

**WHEREAS**, Wm. Schutt & Associates, P.C., Consulting Engineers, Wesley C. Dust, P.E., Executive Engineer and Richard M. Rosenberry, Sr. Distribution Engineer have reviewed the specifications and bids and determined that Visone Construction, Inc. is the lowest bidder qualified to perform the project and have recommended that a contract be awarded to that firm for the abovementioned project; and

**WHEREAS**, Robert A. Mendez, Executive Director concurs with said recommendation;

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

That it is hereby determined that Visone Construction, Inc. is the lowest responsible bidder for the abovementioned project, and that the Chairman be and he hereby is authorized and directed to execute a contract with said contractor for the Contract No. WSA-7, water system improvements in the Town of Amherst, New York in the total amount of \$1,064,571.00; and be it further

**RESOLVED:** Pursuant to New York State Finance Law ' ' 139-j and 139-k and the Authority's Purchasing Guidelines, Policies and Procedures with the award and execution by the Authority of this contract, the Restricted Period will cease; and be it further

**RESOLVED:** That the Secretary be and he hereby is authorized to return to the unsuccessful bidders their deposit submitted with their bid to the Authority for the abovementioned project; and be it further

**RESOLVED:** That the Director of Administration is hereby authorized and directed to create a Master Purchase Order for the abovementioned contract.

Ayes: Three; Commrs. Swiatek, Vacco and Warthling  
Noes: None

**ITEM 13 - AWARD OF CONTRACT TO GOWANDA FORD, INC. FOR THE FURNISHING AND DELIVERING OF ONE (1) NEW AND UNUSED VEHICLE (VEHICLE NO. 31), PROJECT NO. 201000004- \$17,225.00**

Motion by Mr. Warthling seconded by Mrs. Vacco

**WHEREAS**, The Erie County Water Authority (Authority) heretofore advertised in the Dodge Reports and Front Page on the 13th day of January, 2010, and in Business First on the 15th day of January 2010, a notice inviting sealed bids or proposals in accordance with Section 1069 of the Public Authorities Law for the furnishing and delivering of twelve (12) new and unused vehicles (vehicle nos. 20, 21, 30, 31, 56, 57, 60, 77, 78, 87, 97 and 108); and

**WHEREAS**, Sealed bids or proposals were opened in the office of the Authority on the 26th day of January, 2010, at 11:15 a.m., local time, and were as follows (for vehicle no. 31 only):

<b>BIDDERS</b>	<b>AMOUNT</b>
Gowanda Ford, Inc.	\$17,225.00
Basil Ford, Inc.	17,228.00
Vision Ford	17,279.00
Delacy Ford, Inc.	17,444.00
West Herr Ford	17,589.00
Van Bortel Ford	17,825.00; and

**WHEREAS**, Inasmuch as said contract is under the limit of \$100,000 and complies with the Authority's Affirmative Action Policy, Robert Brown, Director of Equal Employment Opportunity, recommends that Gowanda Ford, Inc. proceed with their contract; and

**WHEREAS**, Wesley C. Dust, P.E., Executive Engineer and Edward J. Kuwik, Sr. Distribution Engineer have reviewed the specifications and bids and determined that Gowanda Ford, Inc. is the lowest bidder qualified to perform the project and have recommended that a contract be awarded to that firm for the abovementioned project; and

**WHEREAS**, Robert A. Mendez, Executive Director concurs with said recommendation;

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

That it is hereby determined that Gowanda Ford, Inc. is the lowest responsible bidder for the abovementioned project, and that the Chairman be and he hereby is authorized and directed to execute a contract with said contractor for the furnishing and delivering of one (1) new and unused vehicle (vehicle no. 31) in the total amount of \$17,225.00; and be it further

**RESOLVED:** Pursuant to New York State Finance Law ' ' 139-j and 139-k and the Authority's Purchasing Guidelines, Policies and Procedures with the award and execution by the Authority of this contract, the Restricted Period will cease; and be it further

**RESOLVED:** That the Director of Administration is hereby authorized and directed to create a Master Purchase Order for the abovementioned contract.

Ayes: Three; Commrs. Swiatek, Vacco and Warthling  
 Noes: None

**ITEM 14 - AWARD OF CONTRACT TO VISION FORD FOR THE FURNISHING AND DELIVERING OF FIVE (5) NEW AND UNUSED VEHICLES (VEHICLE NOS. 20, 30, 77, 78 AND 97), PROJECT NO. 201000004- \$114,844.00**

Motion by Mr. Warthling seconded by Mrs. Vacco

**WHEREAS,** The Erie County Water Authority (Authority) heretofore advertised in the Dodge Reports and Front Page on the 13th day of January, 2010, and in Business First on the 15th day of January 2010, a notice inviting sealed bids or proposals in accordance with Section 1069 of the Public Authorities Law for the furnishing and delivering of twelve (12) new and unused vehicles (vehicle nos. 20, 21, 30, 31, 56, 57, 60, 77, 78, 87, 97 and 108); and

**WHEREAS,** Sealed bids or proposals were opened in the office of the Authority on the 26th day of January, 2010, at 11:15 a.m., local time, and were as follows (for vehicle nos. 20, 30, 77, 78 and 97 only):

<b>BIDDERS</b>	<b>AMOUNT</b>
Vision Ford	\$114,844.00
Basil Ford, Inc.	115,968.00
Gowanda Ford, Inc.	116,330.00
Delacy Ford, Inc.	117,330.00
West Herr Ford	118,829.00
Van Bortel Ford	120,146.00; and



**WHEREAS**, Inasmuch as said contract is under the limit of \$100,000 and complies with the Authority's Affirmative Action Policy, Robert Brown, Director of Equal Employment Opportunity, recommends that Vision Ford proceed with their contract; and

**WHEREAS**, Wesley C. Dust, P.E., Executive Engineer and Edward J. Kuwik, Sr. Distribution Engineer have reviewed the specifications and bids and determined that Vision Ford is the lowest bidder qualified to perform the project and have recommended that a contract be awarded to that firm for the abovementioned project; and

**WHEREAS**, Robert A. Mendez, Executive Director concurs with said recommendation;

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

That it is hereby determined that Vision Ford is the lowest responsible bidder for the abovementioned project, and that the Chairman be and he hereby is authorized and directed to execute a contract with said contractor for the furnishing and delivering of five (5) new and unused vehicles (vehicle nos. 20, 30, 77, 78 and 97) in the total amount of \$114,844.00; and be it further

**RESOLVED:** Pursuant to New York State Finance Law ' ' 139-j and 139-k and the Authority's Purchasing Guidelines, Policies and Procedures with the award and execution by the Authority of this contract, the Restricted Period will cease; and be it further

**RESOLVED:** That the Director of Administration is hereby authorized and directed to create a Master Purchase Order for the abovementioned contract.

Ayes: Three; Commrs. Swiatek, Vacco and Warthling  
Noes: None

**ITEM 15 - AWARD OF CONTRACT TO BASIL FORD, INC. FOR THE FURNISHING AND DELIVERING OF SIX (6) NEW AND UNUSED VEHICLES (VEHICLE NOS. 21, 56, 57, 60, 87 AND 108), PROJECT NO. 201000004- \$104,944.00**

Motion by Mr. Warthling seconded by Mrs. Vacco

**WHEREAS**, The Erie County Water Authority (Authority) heretofore advertised in the Dodge Reports and Front Page on the 13th day of January, 2010, and in Business First on the 15th day of January 2010, a notice inviting sealed bids or proposals in accordance with Section 1069 of the Public Authorities Law for the furnishing and delivering of twelve (12) new and unused vehicles (vehicle nos. 20, 21, 30, 31, 56, 57, 60, 77, 78, 87, 97 and 108); and

**WHEREAS**, Sealed bids or proposals were opened in the office of the Authority on the 26th day of January, 2010, at 11:15 a.m., local time, and were as follows (for vehicle nos. 21, 56, 57, 60, 87 and 108 only):

<b>BIDDERS</b>	<b>AMOUNT</b>
Basil Ford, Inc.	\$104,944.00
Gowanda Ford, Inc.	105,500.00
Delacy Ford, Inc.	106,256.00
Vision Ford	107,351.00
West Herr Ford	107,604.00
Van Bortel Ford	110,825.00; and

**WHEREAS**, Inasmuch as said contract is under the limit of \$100,000 and complies with the Authority's Affirmative Action Policy, Robert Brown, Director of Equal Employment Opportunity, recommends that Basil Ford proceed with their contract; and

**WHEREAS**, Wesley C. Dust, P.E., Executive Engineer and Edward J. Kuwik, Sr. Distribution Engineer have reviewed the specifications and bids and determined that Basil Ford, Inc. is the lowest bidder qualified to perform the project and have recommended that a contract be awarded to that firm for the abovementioned project; and

**WHEREAS**, Robert A. Mendez, Executive Director concurs with said recommendation;

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

That it is hereby determined that Basil Ford, Inc. is the lowest responsible bidder for the abovementioned project, and that the Chairman be and he hereby is authorized and directed to execute a contract with said contractor for the furnishing and delivering of six (6) new and unused vehicles (vehicle nos. 21, 56, 57, 60, 87 and 108) in the total amount of \$104,944.00; and be it further

**RESOLVED:** Pursuant to New York State Finance Law ' ' 139-j and 139-k and the Authority's Purchasing Guidelines, Policies and Procedures with the award and execution by the Authority of this contract, the Restricted Period will cease; and be it further

**RESOLVED:** That the Director of Administration is hereby authorized and directed to create a Master Purchase Order for the abovementioned contract.

Ayes: Three; Commrs. Swiatek, Vacco and Warthling

Noes: None

**ITEM 16 - AUTHORIZATION TO DISPOSE OF USED AND SCRAP ELECTRONIC EQUIPMENT TO REGIONAL COMPUTER RECYCLING AND RECOVERY**

Motion by Mr. Warthling seconded by Mrs. Vacco

**WHEREAS**, Paul H. Riester, Director of Administration advised that the Erie County Water Authority ("Authority") currently has computer equipment that is either obsolete or not expected to be re-deployed at the Authority; and

**WHEREAS**, Paul H. Riester, Director of Administration advises that the County of Erie currently contracts with Regional Computer Recycling and Recovery to dispose of the County's electronic equipment including the donation process; and

**WHEREAS**, Paul H. Riester, Director of Administration recommends that the Authority exercise its right to use the County of Erie's contract with Regional Computer Recycling and Recovery to dispose of the Authority's electronic equipment as listed on attached Schedule "A"; and

**WHEREAS**, Robert A. Mendez, Executive Director concurs with said recommendation;

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

That the Authority is hereby authorized to use the County of the Erie's contract with Regional Computer Recycling and Recovery to dispose of the Authority's electronic equipment as listed on attached Schedule "A".

Ayes: Three; Commrs. Swiatek, Vacco and Warthling

Noes: None

**ITEM 17 - REFUND FOR NEW SERVICE INSTALLATIONS - \$9,685.50**

Motion by Mr. Warthling seconded by Mrs. Vacco

**WHEREAS**, The Erie County Water Authority ("Authority") has installed new services identified on its records by OWIP numbers; and

**WHEREAS**, Said new services have been completed and the actual cost thereof ascertained; and

**WHEREAS**, The entire actual cost thereof is less than the estimated cost of the new services; and

**WHEREAS**, Karen A. Prendergast, Comptroller, under the date of February 26, 2010, has recommended that the following refunds be made as set forth on attached Schedule "A";

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

That the Authority repay the difference between the estimated cost of said new services and the entire actual costs thereof to the parties and in the amounts hereinafter set forth on attached Schedule "A".

Ayes: Three; Commrs. Swiatek, Vacco and Warthling

Noes: None

**ITEM 18 - AUTHORIZATION FOR SCOTT AIPLE, ELECTRICAL ENGINEER AND DANIEL SNYDER, CONTROL CREW CHIEF TO ATTEND THE HSQ TECHNOLOGY 2010 MISER USER GROUP CONFERENCE IN FOSTER CITY, CALIFORNIA**

Motion by Mr. Warthling seconded by Mrs. Vacco

**WHEREAS**, The Erie County Water Authority deems it advisable for Scott Aiple, Electrical Engineer and Daniel Snyder, Control Crew Chief to attend the HSQ Technology 2010 MISER Group Conference in Foster City, CA at a total estimated cost of \$3,500.00;

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

That Scott Aiple, Electrical Engineer and Daniel Snyder, Control Crew Chief are hereby authorized to travel to Foster City, CA from April 17, 2010 to April 21, 2010 to attend the HSQ Technology 2010 MISER Group Conference at a total estimated cost of \$3,500.00.

Ayes: Three; Commrs. Swiatek, Vacco and Warthling

Noes: None

**ITEM 19 - CREATION OF ONE POSITION - COMPTROLLER (PART-TIME)**

Motion by Mr. Warthling seconded by Mrs. Vacco

**WHEREAS**, Pursuant to Article V, Title 3, Section 1053 of the Public Authorities Law, the Erie County Water Authority ("Authority") has the authority to appoint an attorney and an

engineer and such additional officers and employees as it may require for the performance of its duties, fix and determine their qualifications, duties and compensation, subject to the provisions of the Civil Service Law of the State of New York and such rules as the Personnel Officer of the Count of Erie may adopt and make applicable to such authority; and

**WHEREAS**, Article V, Section 6 of the By-Laws of the Erie County Water Authority grants to the Authority the right to name and appoint from time to time an attorney or engineer and employees as it may require for the performance of its duties, fix their qualification, duties and compensation, subject to the provisions of the Civil Service Law of the State of New York;

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

That the Erie County Water Authority does hereby create the position of Comptroller (Part-Time), Salary Grade 33E of the Authority's Career and Salary Plan, subject to the review and approval of the Erie County Personnel Officer effective February 26, 2010.

Ayes: Three; Commrs. Swiatek, Vacco and Warthling  
Noes: None

**ITEM 20 - AUTHORIZATION TO ADOPT THE ERIE COUNTY WATER  
AUTHORITY'S 2010 GOAL AND OBJECTIVES**

Motion by Mr. Warthling seconded by Mrs. Vacco

**WHEREAS**, The Erie County Water Authority ("Authority") is an organization of dedicated professionals to strive to continuously provide its customers with a plentiful supply of safe, clean drinking water at an affordable rate; and

**WHEREAS**, The Authority takes great pride in creating a work environment that achieves excellence through rewarding dedication, professionalism and a progressive vision; and

**WHEREAS**, In order to deliver a superior product and outstanding service that merits equal recognition from its customers and peers, the Authority has produced the attached Erie County Water Authority 2010 Proposed Goals and Objectives; and

**WHEREAS**, Robert A. Mendez, Executive Director, Robert J. Lichtenthal, Jr., Deputy Director and Wesley C. Dust, Executive Engineer recommend adopting the Erie County Water Authority 2010 Proposed Goals & Objectives;

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

That the Authority hereby adopts the attached Erie County Water Authority 2010

Proposed Goals & Objectives.

Ayes: Three; Commrs. Swiatek, Vacco and Warthling

Noes: None

**ITEM 21 - AUTHORIZATION TO AMEND THE ERIE COUNTY WATER  
AUTHORITY'S TARIFF**

Motion by Mr. Warthling seconded by Mrs. Vacco

**WHEREAS**, The Erie County Water Authority ("the Authority") is a non-profit public benefit corporation and is required by its Charter and Tariff to set rates that cover its costs and insure that no one type of service is subsidized by another; and

**WHEREAS**, The Act creating the Authority and the General Bond Resolutions establishing issuance of all Authority bonds mandate: that the Authority maintain rates and fees sufficient to operate and maintain the waterworks system; to pay the principal and interest on its Revenue Bonds as they become due and payable; and to maintain reserves for capital improvements as well as for all obligations and indebtedness of the Authority; and

**WHEREAS**, The Authority's Senior Staff has the responsibility to review, analyze and make recommendations relative to charges and procedures contained in the Authority's Tariff; and

**WHEREAS**, Various department heads have conducted this review and have recommended amendments to the Authority's Tariff; and

**WHEREAS**, Robert J. Lichtenthal, Jr., Deputy Director, Steven V. D'Amico, Budget and Financial Analyst, Wesley C. Dust, Executive Engineer and Robert A. Mendez, Executive Director have reviewed the above recommendations and changes and concur with them; and

**WHEREAS**, Mark J. Fuzak, Attorney has also reviewed all these recommendations and changes and concurs with them; and

**WHEREAS**, After considering all the above recommendations, the Authority has determined that for the best interest of the public to maintain its quality water supply that the Tariff should be amended as set forth in the attached Schedule "A";

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

That the Authority's Tariff, as previously amended, is hereby revised and amended in accordance with Schedule "A" attached hereto and made part hereof, to become effective at 12:01 a.m. April 5, 2010; and be it further

**RESOLVED:** That the Secretary to the Authority or in his absence the Assistant Secretary is hereby authorized and directed to file in the office of the Clerk of the County of Erie a duly certified copy of this resolution along with a copy of the revised pages to the Tariff and to publish a copy of this resolution authorizing the abovementioned changes in the Buffalo News and the Buffalo Law Journal pursuant to Section 1054, Subdivision 10, of the Public Authorities Law; and be it further

**RESOLVED:** That the Secretary or in his absence the Assistant Secretary, is further directed to forward a copy of this resolution along with a copy of the revised pages of the Tariff to the Town, Village or City Clerks of each of the towns, villages or cities receiving water from the Authority and that the Secretary or in his absence the Assistant Secretary is further directed to furnish a duly certified copy of this resolution along with a copy of the revised pages of the Tariff to all Fiscal Agents named in the Authority's Bond Resolutions.

Ayes: Three; Commrs. Swiatek, Vacco and Warthling

Noes: None

**SCHEDULE "A"**  
**AMENDMENTS TO THE ERIE COUNTY WATER AUTHORITY'S TARIFF**  
**TO BECOME EFFECTIVE AT 12:01 A.M. APRIL 5, 2010**

**UNDERLINED PORTIONS INDICATE NEW MATERIAL**  
**PORTIONS IN BRACKETS [ ] INDICATE DELETIONS**  
**ASTERISK \* INDICATES CONTENT OF PARAGRAPH UNCHANGED**

**1.00 D E F I N I T I O N S**

As used in these Rules and Regulations, the words and phrases listed below shall be deemed to have the following meaning:

**1.02 ACTUAL COSTS**

Unless otherwise specified herein, the terms actual cost or entire actual cost shall mean the direct and indirect costs incurred by the Authority inclusive of audited or other overhead rate.

[1.02] **1.03**    **APPLICANT \***

[1.03] **1.04**    **BUILDER-CONTRACTOR-DEVELOPER \***

[1.04] **1.05**    **[CONSUMER] CUSTOMER**

[The person legally responsible for payment of charges for water or other facilities and services furnished by the Authority.] Shall mean the owner and/or occupant.

[1.05] **1.06**    **CROSS CONNECTION \***

[1.06] **1.07**    **ECONOMIC FEASIBILITY**

Any service or facility requested by an applicant shall be deemed to be economically feasible when the estimated revenue to be derived therefrom shall be at least sufficient to comply with the provisions of [the General Bond Resolution Establishing Issue of Authority Bonds adopted November 28, 1953, the General Improvement and Extension Revenue Bond Resolution adopted December 11, 1973, and any supplemental resolution thereto heretofore or hereafter adopted.] any bond resolution heretofore or hereafter adopted by the Authority, as such resolution may be supplemented or amended from time to time, for so long as any bonds issued by the Authority pursuant to such resolution remain outstanding.

[1.07] **1.08**    **MAIN APPROPRIATE TO SERVICE REQUESTED \***

[1.08] **1.09**    **MULTIPLE DWELLING UNIT SERVICE**

Shall mean service provided to [five] four or more dwelling units through one meter. Examples of multiple dwelling unit service are apartments, condominiums, trailer parks, and townhouses. Service of water to Public Corporations and Special Improvement Districts which retail to their customers shall not be considered multiple dwelling unit service.

[1.09] **1.10**    **OCCUPANT \***

[1.10] **1.11**    **OWNER**

Shall mean the person who has legal or equitable title to any premises. The owner is responsible for payment of charges for water or other facilities and services furnished by the Authority.

[1.11] **1.12**    **PERSON \***

[1.12] **1.13**    **PREMISES \***



[1.13] 1.14 PRIVATE FIRE PROTECTION SYSTEM \*

[1.14] 1.15 PUBLIC FIRE PROTECTION SYSTEM \*

[1.15] 1.16 SHARED METER \*

[1.16] 1.17 SHARED METER CUSTOMER \*

[1.17] 1.18 STREET \*

[1.18] 1.19 WATER SERVICE CONNECTION \*

## 2.00 AVAILABILITY AND TYPES OF SERVICE

### 2.02 TYPES OF SERVICE AVAILABLE

Upon compliance with the rules and regulations herein prescribed and the payment of service charges and deposits applicable to the service requested, the Authority will furnish and provide service to the following categories of [consumers] customers:

#### A. DOMESTIC, INDUSTRIAL AND COMMERCIAL USERS

2. Where the [consumer's] owner's premises abuts a street in which there is no existing main appropriate to the service requested or the existing main does not extend across the full frontage of the premises; service will be provided upon the execution of an appropriate main extension contract as provided in Section 10.00 hereof.

#### C. LEASE MANAGED AREAS

1. Service will be provided to domestic, industrial, and commercial [consumers] customers within Special Improvement Districts and Villages whose facilities are leased to the Authority as provided in paragraphs 2.17 to 2.22 inclusive.

### **SERVICE OF WATER FROM EXISTING MAINS APPROPRIATE TO THE SERVICE REQUESTED**

- 2.03** The Authority will provide the service of water to the [owner or occupant of] owner for any premises which fronts and is numbered on any street in which there is installed an Authority owned main appropriate to the service requested which extends across the full frontage of the premises to be served.

### **SERVICE OF WATER TO PUBLIC CORPORATIONS AND SPECIAL IMPROVEMENT DISTRICTS AS THE SOLE WATER SUPPLY**

- 2.11** The contract shall contain, but without limitations, the following provisions:
- E. 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] landscaping/lawn irrigation, car washing, filling swimming pools, etc., the Municipal Corporation or Special Improvement District will use its best efforts to secure the cooperation of its customers to comply with the Authority's regulations with respect to the use of water.
- 2.12** Every Municipal Corporation and Special Improvement District which is supplied by the Authority shall enact, enforce and maintain a cross-connection control program and warrant to the Authority that such program complies with the requirements of the County of Erie, the 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.

### **LEASE AND OPERATION BY THE AUTHORITY OF FACILITIES OF SPECIAL IMPROVEMENT DISTRICTS**

- 2.17** When determined by the Authority to be economically feasible, the Authority will, subject to the provisions of Sections 197A and 198 of the Town Law, enter into a contract with the governing board of Special Improvement Districts to lease and operate the water distribution system and other facilities of the District, upon such terms and conditions and subject to such rates and charges as may be mutually agreed upon, not inconsistent with the Rules and Regulations herein prescribed, and in conformity with the [Authority's General Bond Resolution Establishing Issue of Authority Bonds, adopted November 28, 1953, the General Improvement and Extension Revenue Bond Resolution adopted December 11, 1973, and any supplemental resolution thereto heretofore and hereafter adopted.] provisions of any bond resolution heretofore or hereafter adopted by the

Authority, as such resolution may be supplemented or amended from time to time, for so long as any bonds issued by the Authority pursuant to such resolution remain outstanding.

## **LEASE AND OPERATION BY THE AUTHORITY OF FACILITIES OF VILLAGES**

- 2.20** When determined by the Authority to be economically feasible, the Authority will, subject to the provisions of Section 238-A of the Village Law, enter into a contract with the governing board of the Village to lease and operate the water distribution system and other facilities of the Village, upon such terms and conditions and subject to such rates and charges as may be mutually agreed upon, not inconsistent with the Rules and Regulations herein prescribed, and in conformity with the [Authority's General Bond Resolution Establishing Issue of Authority Bonds, adopted November 28, 1953, the General Improvement and Extension Revenue Bond Resolution adopted December 11, 1973, and any supplemental resolution thereto heretofore or hereafter adopted.] provisions of any bond resolution heretofore or hereafter adopted by the Authority, as such resolution may be supplemented or amended from time to time, for so long as any bonds issued by the Authority pursuant to such resolution remain outstanding.
- 2.21** The service of water by the Authority to existing and future customers of a Village will be rendered upon receipt of a written application therefore from each customer, on a form to be furnished by the Authority, provided that this water service does not prejudice [the Authority's] existing customers.

## **TEMPORARY OR OCCASIONAL SERVICE OF WATER**

- 2.23** The service of water to a premises prior to occupancy by a [consumer] customer will be provided to builders, contractors, developers and owners for water during construction or for the service of water in display houses prior to sale upon the payment of the applicable charge for the size of water service connection to be installed as prescribed in Service Classification No. 1A hereof and upon payment of the quarterly average water usage for like-sized meters (Service Classification No. 1), in advance, and thereafter for each subsequent quarter, until such time as an owner or occupant of the premises is served therefrom.
- 2.24** The Authority may permit connections to be made to its mains to obtain a supply of metered water for hauling in [tank cars] tankers. The applicant may be required to install, at its own cost and expense, a suitable meter housing and all necessary piping, fittings, valves and couplings to receive the meter and backflow prevention devices. The applicant shall also obtain all necessary permits and consents to construct and maintain

the meter housing. Upon receipt of the deposit provided for in paragraph [5]14.06 hereof, the Authority will furnish, install and maintain the meter, meter couplings and backflow prevention device.

**2.25** The Authority will issue permits allowing contractors to take water from [hydrants.] :

A. Hydrants- after receipt of the proper application and advance payment of deposits and fees as specified in paragraph 14.06.

B. Designated Locations by Tanker Truck after receipt of the proper application and advance payment of fees as specified in paragraphs 14.06, 14.08 and 14.13.

The contractor must apply for the permit and pay a deposit [of \$1,000.00] as specified in paragraph 14.06 for a meter and backflow device and must also pay [\$250.00] a fee as specified in paragraph 14.08 to cover the costs of the Authority installing and removing the meter and backflow device and checking the hydrant after use is over. Any use of hydrants beyond that covered in this permit procedure is prohibited as described in [Section] paragraph 11.02 and shall constitute a misdemeanor, punishable by fine or imprisonment up to 30 days, as set forth in Section 1054 (10) of the Public Authorities Law. The Authority will also permit tank truck filling of metered water with backflow protection at designated locations. The applicant will register with a Customer Service Representative and pay a deposit and fee [of forty (\$40.00) dollars] as specified in paragraphs 14.06, 14.08 and 14.13. This registration fee is annual. All water used will be billed quarterly at the meter rates set forth in the rate schedule.

Unauthorized hydrant use will be subject to a charge equal to the estimated water used and other [expenses] actual costs incurred by the Authority, [but not less than forty (\$40.00) dollars] and as specified in paragraph 14.14 [per occurrence].

**[2.26** Where buildings or other improvements under construction require a 4-inch or larger permanent service connection, the Authority will install the required meter. The customer will be required to pay for water used on the basis of the meter registration, but not less than the minimum charge set forth Service Classification No. 1 for a one-inch meter.]

**2.2[7]6** The temporary or occasional service of water will be provided for construction jobs, fairs, circuses, military installations, emergency inter-system connections and the temporary service of water to a premises or property on which no permanent structure is or has been erected after receipt of the proper application and advance payment of fees and deposits as specified in paragraphs 13.02, 14.06 and 14.08. [, upon payment, by the

applicant, in advance, the estimated cost of the labor and materials for the installation of the water service connection with a meter and backflow protection is required therefore. In the event that the estimated cost thereof shall exceed the actual cost, upon the determination of the actual cost, the difference between the estimated cost for such installation, if any, shall be refunded to the applicant without interest. In the event that the actual cost of the installation shall exceed the estimated cost of the installation, then the applicant will be required to pay the difference between said sums before the service of water is commenced or continued. The applicant shall also make a deposit as provided in paragraph 5.06 hereof.]

**2.2[8]7** The temporary or occasional service of water to a premises will be provided from existing mains of the Authority appropriate to the service requested, upon private rights-of-way (other than streets or highways) after receipt of the proper application and advance payment of fees as specified in paragraphs 13.02, 14.06 and 14.08. [, upon payment by the applicant, in advance, the estimated cost of the labor and material for the installation of the water service connection required therefore. In the event that the estimated cost thereof shall exceed the actual cost, upon the determination of the actual cost, the difference between the estimated cost for such installation, if any, shall be refunded to the applicant without interest. In the event that the actual cost of the installation shall exceed the estimated cost of the installation, then the applicant will be required to pay the difference between the sums before the service of water is commenced or continued.]

## **MISCELLANEOUS SERVICE**

**2.2[9]8 \***

### **GENERAL RULES SUPPLY OF WATER**

**2.[30]29 \***

**2.3[1]0** In the interest of public health, the Authority will not permit its mains or services to be connected with any service pipe or piping which is connected with any source of water supply not approved by the Department of Health of the State of New York. In conformance with Part 5 of the New York State Sanitary Code, the Authority has implemented a Cross Connection Control Program and shall not permit its mains or service pipes to be connected in any way to any piping, tank, vat or other apparatus which contains liquids, chemicals, or any other matter which might flow back into the Authority's service pipe or mains and consequently endanger the water supply without the installation of a proper backflow prevention device as specified by the New York State Department of Health, at a location approved by the Authority. All present and/or future

customers who present the potential danger of being in violation of the New York State Sanitary Code shall install a backflow prevention device at their expense, in accordance with the [New York State Department of Health Public Water Supply Guide, Cross Connection Control, dated January, 1981, or the latest revision.] Authority Cross Connection Control Program policy. A copy [of the New York State Department of Health Public Water Supply Guide, Cross Connection Control,] is available for review at the Authority's Service Center. After fulfilling the aforementioned requirement, the device is to be tested annually by a certified tester, in compliance with the Public Water Supply Guide, Cross Connection Control, at the customer's sole expense and shall provide the Authority with a certification of said test [on a form provided by the Authority]. The customer shall retain the services of an independent certified tester. A current list of certified testers is available from the Authority or the Erie County Health Department.

**2.3[2]1** When determined by resolution of the Authority to be essential to the protection of the public health, safety and welfare in periods of drought or emergency, the Authority reserves the right to restrict, curtail or prohibit the use of water for secondary purposes i.e. [sprinkling] landscaping/lawn irrigation, car washing or filling swimming pools, etc., and shall have the right to fix the hours and periods when water may be used for such purposes.

### **DISCONTINUANCE OF WATER SERVICE**

**2.3[3]2** Water service may be discontinued by the Authority for any one of the following reasons:

- H. [For violation of any of the Rules and Regulations of the Authority as filed with the County Clerk of Erie County.] For failure to properly operate and maintain all customer owned facilities including but not limited to service pipes, meter pits, tile settings, backflow preventer enclosures and backflow prevention devices.
- I. For violation of any of the Rules and Regulations of the Authority as filed with the County Clerk of Erie County.

**2.3[4]3 \***

**2.3[5]4** Any customer may discontinue water service by giving the Authority [written] advance notice not less than ten (10) days prior to the discontinuance and all liability for charges for service rendered after the discontinuance of service as herein provided for shall cease. The Authority may require the customer to give such advance notice in writing. Upon discontinuance of service, the Authority [will] may refund to the customer the pro-rata amount of [every] any advance payment for any service after the discontinuance, said refund to be based upon the relation of the period after

discontinuance of service to the entire period for which said advance payment was made after deducting the proper charge for any excess water consumed to the date of discontinuance.

## **RESTORATION OF SERVICE**

**2.3[6]5** When water service to any premises has been turned off upon the order of the customer or for any of the reasons specified in paragraph 2.32 hereof and service at any premises is again desired by the same customer, a charge [of twenty (\$20.00) dollars] will be made as specified in paragraph 14.12 [during the normal working hours of 9:00 a.m. to 4:00 p.m., Monday through Friday; and a charge of thirty-five (\$35.00) dollars will be made at any other time] for the restoration of services providing the discontinuance of service has required only the removal of the Authority's equipment from the customer's premises, the closing of the curb stop or turning off the water elsewhere not involving any unusual expense. If however, by the willful acts of the customer, it becomes necessary to shut off or disconnect the service pipe at the Authority's main, the charge to the customer for restoration of service will be the actual cost incurred by the Authority incident to the disconnection and reconnection of the service pipe.

**2.3[7]6 \***

## **CHANGE OF OCCUPANCY**

**2.3[8]7** The customer shall notify the Authority in [writing] advance of any change in occupancy. The Authority may require the customer to give such advance notice in writing. No adjustment of bills will be made by the Authority as between the owners and tenants unless ten (10) days notice prior to change of occupancy has been given to the Authority. No rebate will be given for unoccupied premises unless notice of non-occupancy is [given] provided as required in the paragraph numbered 2.34 hereof.

## **FORMS**

**2.3[9]8 \***

## ACCESS TO PREMISES

**2.[40]39** The customer shall grant identified Authority employees or agents access to the premises at reasonable times for purposes of installing, reading, inspecting or repairing meters. [If a customer refuses access to the premises on three (3) consecutive occasions, the Authority may require the customer to purchase a remote read meter.] Refusal to cooperate [with installation of such a meter] will be grounds for discontinuance of service, as provided in [Section] paragraph 2.32 (f).

## 3.00 APPLICATIONS

- 3.01** All applications for the use of water or for other services and facilities shall be made in writing on forms furnished by the Authority, and the applicant shall furnish such maps, plans and surveys and further information with respect to [his] the premises and the service requested as may be required by the Authority. An application for service shall be accepted only from the owner or authorized agent of each premise or part thereof where the service of water is to be metered and billed.
- 3.03** On acceptance by the Authority, the application shall constitute a contract between the Authority and the applicant, obligating the applicant to pay the Authority's established rates and charges and to comply with its Rules and Regulations. Acceptance of water service and/or payment of a rendered billing constitutes a completed application in the absence of a completed application form.
- 3.04** A separate application shall be made for each premise or part thereof where the service of water is to be metered and billed to a [consumer] customer. There will be an account origination fee assessed [a fifteen (\$15.00) dollar account initiation fee] for each application as specified in paragraph 14.01.

## 4.00 INSTALLATION OF WATER SERVICE CONNECTIONS

- 4.02** A water service connection, including a curb box and curb stop shall be required for each premises where the total quantity of water delivered and furnished thereto is to be billed and metered to a single [consumer] customer. If, however, the quantities of water furnished to a premises are to be separately and individually metered and billed by the Authority to the several occupants thereof, then a separate water service connection, including a curb box and curb stop shall be installed for the delivery of water to each part of such premises.



- 4.03** Upon acceptance of a proper application from an owner [or occupant] of any premises and upon payment of the applicable charge for the size of a service to be installed as prescribed in Service Classification No. 1A hereof, the Authority will furnish, place, construct, operate, maintain and when necessary, replace, at its own cost and expense, the water service connection to the Authority's main. Easements and Certificates of Title issued by a title company licensed by the State of New York acceptable to the Authority shall be furnished at the applicant's expense when necessary for all water service installations. All water service connections and appurtenances thereto installed by the Authority shall remain the property of the Authority.
- 4.04** At its own expense, the applicant shall install, maintain and when necessary, replace the service pipe beyond the curb stop together with a valve to be located just inside the building wall, permitting the control of water supply by the customer. For this installation and maintenance thereof, the customer shall [employ a competent plumber and] ensure that all work shall be performed in a manner satisfactory to the Authority. The minimum size, the materials, depth of cover and method of construction shall be in conformance with Authority standards. If any defects in workmanship or materials are found or if the customer's service pipe has not been installed in accordance with such specifications or in conformity with the Authority's requirements, water service will either not be turned on or will be discontinued [if] until such defects are [not] remedied.
- 4.07** In those cases where a customer-owned service pipe 1" in diameter or less, [or main] is frozen, the thawing [shall] may be done by the Authority at the expense of the customer. To avoid a recurrence, the Authority may order an examination of the customer's service pipe [or main], and if the same is not in conformance with Authority standards, the Authority reserves the right to require it to be so relocated before service is resumed.

## **5.00 DEPOSITS**

### **DEPOSITS TO SECURE THE PAYMENT OF BILLS AND CHARGES**

- 5.01** Any customer whose account has become delinquent for a period of ten (10) days may be required to make a deposit with the Authority in the amount hereinafter prescribed as security for the payment of water bills. [In addition to the deposit, the customer will also be charged a ten (\$10.00) dollar fee to cover administrative costs.]

**[DEPOSITS FOR INSTALLATION OF HYDRANTS  
OUTSIDE OF REGULARLY CONSTITUTED DISTRICTS**

**5.05** When an application is made by an individual or a Private Corporation for the installation of a hydrant outside of a regularly constituted district, the Authority may require a deposit of twice the annual hydrant rental herein provided for public fire protection, under Service Classification No. 3. The deposit will be refunded without interest provided such services shall have been continuous for a period of five (5) years. In the event such service shall not have been continuous for the said period of five (5) years, then, and in that event, the deposit made by the applicant shall become the property of the Authority. If, however, the point where such hydrant is located subsequently becomes the part of a regularly constituted district, and the proper Town Officials assume payment of the annual rental therefore, then and in that event the said deposit shall be forthwith refunded.]

**DEPOSITS FOR TEMPORARY SERVICE OF  
WATER AND THE SETTING OF A METER [THEREFORE]**

**5.0[6]5** A payment, as security for the return of the meter and backflow preventer, in the amount described in paragraph 14.06(B) [hereinafter set forth] will be collected for the temporary service of water and the setting of a meter therefore, such as, but not limited to, construction jobs, fairs, circuses, military installations, emergency inter-system connections, and for the service of water to the premises or property upon which no permanent structure is or has been erected.

<u>[SIZE</u>	<u>DEPOSIT REQUIRED</u>
5/8 inch	\$ 364.00
3/4 inch	364.00
1 inch	500.00
1-1/2 inches	875.00
2 inches	1,077.00
over 2 inches	cost of meter and backflow preventer]

The amount of the deposit hereinabove provided for will be refunded by the Authority without interest when the meter and backflow preventer is returned and provided that the same is found to be in proper condition for re-use after inspection and test. Any cost of repairs found to be necessary will be deducted from the deposit made at the time the meter and backflow preventer was originally issued or set. An [ten (\$10.00) dollar]

administrative fee in the amount described in paragraph 14.02 will be retained by the Authority to cover administrative costs.

## **6.00 INSTALLATION OF METERS**

- 6.01** The Authority reserves the right to stipulate the size, type and make of meter to be used to record the consumption of water by any customer. [An individual meter shall be required for each premises and for each separate service connection to a premises.]
- 6.02** An individual meter shall be required for each separate service connection to a premises or for each premises or part thereof where the consumption of water is to be billed to a [n occupant thereof] customer.
- 6.03** [Whenever possible, the meter shall be set in the basement of the premises or part thereof to be served at a convenient point approved by] The customer shall provide a suitable location for the installation of the meter subject to the approval of the Authority so as to protect the meter and to measure the entire supply of water through the connection.
- 6.05** All meters and meter couplings shall, at all times, remain the sole property of the Authority. All meters will be maintained by and at the expense of the Authority insofar as ordinary wear and tear are concerned, but the customer will be held responsible for damages due to freezing, hot water or other external causes. In case of damage, the Authority will repair or replace the meter[, if necessary, replacing it with another meter,] and the cost will be paid by the customer as specified in [section] paragraph 14.09. [at the following rates:

5/8" - 3/4" - \$62.00  
 1" - \$90.00  
 1-1/2" and greater - At Cost]

- 6.06** When a meter is located in the building being served, the meter shall be located on an exterior wall closest to the point where the water service enters the building. Where a meter cannot be set in the [basement of the premises] building to be served or where the distance from the property line to the front wall of the [premises] building is more than one hundred and fifty (150) feet, the Authority reserves the right to require that the meter or meters be set at or near the property line of the premises to be served. Meters [under one and one-half (1-1/2") inches in diameter] shall be installed in a [tile setting provided by the Authority at a cost of one thousand three hundred (\$1,300.00) dollars, to be paid by the applicant in advance] meter vault, meter pit, backflow preventer enclosure or other suitable location.

**6.07** [All expenses incurred by the Authority in connection with the proper housing and future maintenance of meters installed in tile settings or in meter pits shall be paid by the consumer. Further, i] It shall be the obligation of the [consumer] customer to maintain and, when necessary, repair the facilities required to [be installed in outside tile settings and] house the meter [pits]. If the customer fails to maintain the housing, the Authority [will] may undertake repairs or replacement of same and shall be fully reimbursed by the customer for all [expenses] actual costs incurred. The Authority shall not be liable for damages to any premises caused by flooding in connection with the testing, removal or failure of any meter.

[Customers with meter pits shall have the option of having a remote read meter installed by the Authority. If selected, the fee for adapting an existing meter shall be \$270.00 and the fee for changing out a meter shall be at cost.]

**6.09** The Authority reserves the right to remove and test any meters at any time and to substitute another meter in its place. In case of a disputed account involving the question as to the accuracy of the meter, such meter will be tested by the Authority upon request of the customer and after advance payment of fees as specified in paragraphs 14.03 and 14.11. [The fee for testing such meter will be thirty-five (\$35.00) dollars for meters less than three (3") inches and one hundred and seventy-five (\$175.00) dollars for meters three (3") inches and larger. The fee is payable in advance of the testing.] In the event that the meter so tested is found to have an error in registration to the prejudice of the customer in excess of four (4%) percent, the fee advanced for testing will be refunded. [Prior] The most recently rendered bill[s] will be adjusted to correct such registration.

**6.10** [When the customer requests that a meter be set, serviced, read or repaired at a time other than during the normal working hours of 9:00 a.m. to 4:00 p.m., Monday through Friday, excluding holidays, a service charge of twenty-five (\$25.00) dollars will be made.] If the customer makes arrangements to have a meter set, serviced, read or replaced [during the normal working hours specified above] and fails to keep the appointment thus necessitating another installation trip, a service charge [of twenty (\$20.00) dollars] as specified in paragraph 14.03 may be made.

**6.11** If it is necessary for the Authority to pump water out of a meter pit in order to read or maintain a meter, the customer will be required to pay a service charge [of fifty-five (\$55.00) dollars] as specified in paragraph 14.12.

**6.12** Customers who request a different size meter after the initial installation has been made will be required to pay a service charge based on the larger of the new or existing meter as specified in paragraph 14.10. [in accordance with the following schedule:

<u>NEW METER SIZE</u>	<u>CHARGE</u>
5/8" through 1" inclusive	\$ 48.00
1-1/2", 2"	75.00
3 or larger	250.00]

### 6.13 SHARED METERS

1. Shared meter situations are only permitted by the informed consent of the customer of record. Upon the complaint of the customer of record involved in a shared meter arrangement, the [landlord] owner shall make arrangements for separate service for the complaining party unless the complaining party shall by lease or other written agreement have formally consented to the shared meter arrangement.
  
- [2. Upon receipt of a complaint about a shared meter by the Authority from the customer of record involved in such an arrangement, the Authority shall investigate to determine the validity of the complaint when supplied by the complainant with:
  - A. A complete copy of the customer of record's lease agreement demonstrating that no prior consent to the shared meter arrangement is contained therein; and
  - B. The current name and address of the property owner.
  
3. Upon receipt of the full lease agreement showing no evidence of prior consent and the property owner's name and address, the property owner shall be notified of the complaint by the Authority by certified mail. A copy of this section shall accompany the notice of complaint.
  
4. Investigation of shared meter complaints shall only be made by duly authorized Authority personnel.
  - A. Failure of the customer to provide access to their premises or cooperate with the Authority's investigation shall result in the determination that no shared meter exists.
  - B. Failure of the property owner to provide access to common areas or other units or failure of the property owner to cooperate in the investigation shall result in a determination that a shared meter situation exists as claimed.

C. The Authority shall be held harmless from any claims by either party resulting from determination due to non cooperation as stated in "a" and "b" above.]

[5]2. Upon verification of a shared meter, the Authority shall:

[A. Notify both the complainant and the landlord that the investigation revealed said complaint was valid.

B. Additionally notify the landlord how the shared meter condition can be satisfactorily eliminated by plumbing changes or the installation of additional service lines.]

[C.] A. [Additionally n] Notify the [landlord] owner that satisfactory changes to rectify the shared meter situation must be completed within sixty (60) calendar days.

[D.] B. Additionally notify the [landlord] owner that unless satisfactory changes to eliminate the shared meter situation are made, the Authority shall consider the property owner to be the customer of record as of the date of the original complaint and will begin billing for water service in that name and will not return billings to any name other than that of the property owner.

[E.] C. \*.

[6]3. \*

## 7.00 PRIVATE FIRE PROTECTION

**7.04** The Authority will install a private fire service connection upon receiving, in advance, from the applicant an amount equivalent to the entire estimated actual cost of the connection. If the [entire] final actual cost exceeds the estimated actual cost, the applicant will be required to pay to the Authority the amount of such excess upon receipt of a statement in writing of the amount thereof. If the [entire] final actual cost is less than the estimated actual cost, the Authority will repay to the applicant the difference between said costs.

**7.05** The following procedure shall apply for all applications for private fire protection or large service with hydrants.

H. [In conformance with Part 5 of the New York State Sanitary Code, t] The applicant shall install a backflow prevention device when required by the

Authority in accordance with the Authority's Cross Connection Control Program policy.

## **8.00 PUBLIC FIRE PROTECTION**

- 8.02** 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. Permits for hydrant use may be granted on an individual basis as specified in paragraph 2.25.
- 8.05** In instances where the Authority discovers that a hydrant has been installed without the knowledge or prior approval of the Authority, a "back billing" for service to the hydrant will be rendered as specified in paragraph 13.04 from the date of installation of the hydrant.
- 8.06** On an annual basis, the Authority will provide to the public body responsible for payment of hydrant service charges an inventory of all hydrants for which that body is being billed. This inventory will be considered correct in all respects unless a dispute is registered with the Authority within 60 days of the date of mailing.

## **9.00 PAYMENT FOR WATER SERVICE AND ADJUSTMENTS**

- 9.01** All bills are payable in accordance with the terms of the applicable service classification. The owner of a property is responsible for the payment of all bills. The Authority, at its option and as a courtesy to the owner, may send bills in care of the occupant. If a new service is installed or a change in occupancy occurs at any time during the billing period, the minimum charge and the amount of water allowed thereunder will be prorated according to the number of days remaining to complete the billing period after the service has been made available.
- 9.02** [Meters will be read and c] Customers will be billed quarterly or monthly at the option of the Authority.
- 9.03** The quantity recorded by the meter shall be considered the amount of water passing through the meter, which amount shall be conclusive on both the customer and the Authority, except as hereinafter provided[.] :

A. In cases where it is found that the meter has ceased to register or has registered inaccurately, the quantity may be determined by the average registration of the meter in a corresponding past period when in order, except where it appears that there has been a change of occupancy of the premises or in the use of water in which case an [equitable] adjustment shall be made.

B. In cases where it is found that a reading cannot be obtained, an estimated bill may be rendered to the [consumer] customer. The quantity may be determined by the average registration of the meter in a corresponding past period, except where it appears that there has been a change of occupancy of the premises or in the use of water. In such cases, when a reading is obtained, the bill will be adjusted to reflect the actual consumption with full credit for minimum charges for the periods involved. [In all cases where a meter is found to be defective, the Authority shall immediately replace the same by a meter that has been tested and properly adjusted.]

C. In cases where a reading is obtained prior to the assigned billing date for the account, a calculated bill may be rendered to the customer based on the reading obtained.

D. In case of a disputed account involving the question as to the accuracy of the meter, such meter will be tested by the Authority upon request of the customer. The fee for testing such meter will be as specified in paragraph 14.11. In the event that the meter so tested is found to have an error in registration to the prejudice of the customer in excess of four (4%) percent, the fee advanced for testing will be refunded. The most recently rendered bill will be adjusted to correct such registration.

**9.04** The customer shall notify the Authority in [writing] advance of any change in ownership or occupancy. The Authority may require the customer to give such advance notice in writing. No adjustment of bills will be made by the Authority as between the old and new owners and/or the old and new tenants unless ten (10) days notice prior to change of occupancy has been given to the Authority. No rebate will be given for unoccupied premises unless notice of non-occupancy is given as required herein as in paragraph [2.38] 2.37 hereof. When transfers of ownership arise from the sale or foreclosure of a property, the new owner will be responsible for the payment of all charges accumulated prior to the date of sale.

**9.05** If a customer requests that a final meter reading be made at a time other than the normal [working] service hours of 9:00 a.m. to 4:00 p.m., Monday through Friday, a service charge [of twenty-five (\$25.00) dollars] as specified in paragraph 14.03 will be made. If



a customer makes arrangements to have a final reading made during the normal [working] service hours specified above and fails to keep the appointment thus necessitating an additional trip, a service charge [of twenty (\$20.00) dollars] as specified in paragraph 14.03 will be made. [A remote meter change or meter set after 4:00 p.m. will be done for a twenty (\$20.00) dollar charge.]

**9.06** All bills are to be payable net cash when rendered. In case any water bill or charges provided for in and by these rules shall not be paid within fifteen (15) days following the rendering of the bill, the Authority or its agents may discontinue water service to the customer and service will not be re-established until such unpaid charges, together with the charge for restoration of service as elsewhere provided herein are fully paid, and the deposit as specified in paragraph 14.06 [required by paragraph 5.04 hereof] has been paid.

**9.07** Where the interior piping in any existing premises cannot be changed without undue or excessive cost to the [consumer] customer or where more accurate registration would be obtained by two or more meters, the installation and use of more than one meter may be permitted by the Authority. In such case, the consumption through all meters will be combined to compute the total bill, but in no event will the total bill be less than the combined minimum charge for all said meters. In all other cases, meters will be billed individually.

**9.08** Any bill for water supplied or service rendered will be considered a proper charge unless protest is made to the Authority within fifteen (15) days after the mailing of a bill.

A. In case of dispute as to payment of a bill, the customer will be required to present the receipted bill, canceled check or other evidence of payment.

B. The Authority will, upon request of the customer or for other reasons, make an inspection of the premises on account of apparently excessive bills. Inspections are limited to premises served by meters 1" and smaller and further limited to meters that serve no more than three units. After the Authority has made a complete inspection, no [further] additional inspection will be made for a period of one (1) year. [six (6) months provided, h] However, the Authority may order an inspection at any time if conditions warrant.

**9.09** The [occupant has sole control of] customer is solely responsible for the water delivered beyond the Authority's meter, and the Authority is not responsible for maintenance and repair of the pipe and fixtures beyond the curb stop. In order to encourage prompt repair of leaking pipes or fixtures, the Authority may, under certain conditions, grant allowances for apparently excessive bills resulting from leaking beyond the meter. Granting of an

allowance shall be in the sole discretion of the Authority. All risks of loss beyond the point of delivery shall be borne by the [occupant or consumer] customer, except as provided herein.

- B. [Granting of a] An allowance [shall be in the sole discretion of the Authority and] shall not exceed one-half of the excess delivery due to leakage over the normal usage for the period.
- E. A [ten (\$10.00) dollar] fee as specified in paragraph 14.02 will be deducted from the leak allowance to cover administrative expenses.

**9.10** A [O]one time courtesy [reversal of a] delinquent charge reversal may be given if the customer has a good payment history, requests the reversal and is not merely refusing to pay the delinquent [(late) fee] charge. The Policy shall apply to accounts billed under Erie County Water Authority's Tariff, Service Classification No. 1.

**9.11** A delinquent service charge as specified in paragraph 14.04 shall be applied to all outstanding accounts where payment has not been received by the Authority within ten (10) days after the due date as specified on the bill.

**9.12** Any check, draft, electronic fund transfer, credit card payment or other form of payment offered as consideration for the payment of any charge or fee specified within these Rules and Regulations which is subsequently returned for insufficient funds or otherwise not honored for payment will be subject to an additional fee as specified in paragraph 14.05.

## **10.00 EXTENSIONS OF MAINS**

**10.18** Within four (4) weeks of the date the Erie County Health Department certificate of acceptance is received, and prior to the date water service is begun, the applicant (Builder-Contractor-Developer) shall provide the Authority with the following:

- D. One (1) print, one (1) reproducible mylar and one (1) AutoCAD electronic file on CD of the record drawings, 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] This drawing shall be marked "Record Drawing" and bear the seal and license number of the applicant's (Builder-Contractor-Developer) engineer licensed to practice in the State of New York. The applicant's (Builder-Contractor-Developer) engineer shall certify by seal and signature that he has measured or has supervised the measurement of all dimensions shown on the "record" drawing.

- E. A cost estimate and bill of sale to the Authority for the water mains and appurtenances installed. [the bill of sale shall include a] A completed "Schedule of Inventory" shall be attached to the [B]bill of [S]sale["] on the form provided by the Authority.

**10.24** Vacant lots in new subdivisions which are to receive water service from an existing main appropriate to the service requested will not be included in the Main Extension Agreement. Applications for these services are to be made individually as each structure is erected. These services will be installed by the Authority in accordance with the provisions of [paragraph] Section 4.00 herein.

#### **MAIN EXTENSION CONTRACT (OWNER-OCCUPANT)**

**10.29** The estimated actual costs to be borne by the applicant or applicants (Owner-Occupant) shall be advanced to the Authority at the time of execution of the Main Extension Contract. If after the completion of a main extension pursuant to a Main Extension Contract and the ascertainment of the entire actual cost thereof, the actual cost is less than the estimated actual cost of the extension advanced by the applicant or applicants (Owner-Occupant), the Authority will repay to the applicant or applicants (Owner-Occupant) the difference between said amounts. The entire actual cost of each main extension shall be arrived at by accumulating all of the costs and expenses incurred in the installation of the main and appurtenances, which sum shall be divided by the total footage of main installed. The actual unit cost per foot arrived at as aforesaid shall be applied to the total footage of main for which the applicant was required to advance the estimated actual cost.

#### **EXTENSION OF MAINS IN LEASE MANAGED AREAS**

**10.36** Upon completion of the construction, the governing body shall submit to the Authority one (1) print, one (1) reproducible mylar and [an] one (1) AutoCAD electronic file on CD of the record drawings, to a scale determined by the Authority, showing the constructed location of all mains, services and appurtenances with at least three readily identifiable ties to all fittings, valves and appurtenances. This [record] drawing shall be marked "Record Drawing" and bear the seal and license number of an engineer licensed to practice in the State of New York. The engineer shall certify by seal and signature that he has measured or has supervised the measurement of all dimensions shown on the "record" drawings.

**11.00 PROHIBITIONS**

**11.04** Except as provided below in [Section] paragraph 11.05, only a Town, Village or legally constituted Water District will be permitted to submeter and resell water supplied by the Authority.

**13.00 CLASSIFICATION RATES AND CHARGES**

**SERVICE CLASSIFICATION NO. 1**

**13.01** The following classification of services rendered, facilities furnished hereunder and rates and charges therefore are hereby established.

**COMPUTATION OF RATES FOR APARTMENTS, CONDOMINIUMS AND MOBILE HOME PARKS**

Where water is provided through one meter to multiple dwelling units, as defined in [Section] paragraph 1.09, rates will be based on consumption by the average use per dwelling.

**TERMS OF PAYMENT:**

Net Cash, payable fifteen (15) days after date bill is rendered in accordance with [paragraph] Section 9.00 hereof.

**SERVICE CLASSIFICATION NO. 1-A**

**13.02 WATER SERVICE CONNECTION FEES**

**RATE:**

<u>SIZE OF CONNECTION</u>	<u>CONNECTION CHARGE</u>
Equal to or less than 1 inch	\$1,800.00
Greater than 1 inch but not over 2 inches	\$2,400.00
Over 2 inches	AT <u>ACTUAL</u> COST

## **SERVICE CLASSIFICATION NO. 2**

**13.03** The following classification of services rendered and facilities furnished hereunder and rates and charges therefore are hereby established effective May 1, 1980.

**TERMS OF PAYMENT:**

Net cash payable within fifteen (15) days after the date bill is rendered in accordance with [Paragraph] Section 9.00 hereof.

## **SERVICE CLASSIFICATION NO. 3**

**13.04** The following classification of services rendered, facilities furnished hereunder and rates and charges therefore are hereby established.

**TERMS OF PAYMENT:**

Net cash payable within fifteen (15) days after the date bill is rendered in accordance with [Paragraph 8] Section 9.00 hereof.

## **SERVICE CLASSIFICATION NO. 3A**

**13.05** The following classification of services rendered, facilities furnished hereunder and rates and charges therefore are hereby established.

**TERMS OF PAYMENT:**

Net cash payable within fifteen (15) days after the date bill is rendered in accordance with Section 9.00 hereof.

## **14.00 MISCELLANEOUS CHARGES**

**14.01 [DELINQUENT CHARGE**

A delinquent service charge of ten (10%) percent shall be applied to all outstanding accounts where payment has not been received by the Authority within ten (10) days after the due date as specified on the bill.]

<b><u>ACCOUNT ORIGATION FEE</u></b>	<u>\$15.00</u>
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**14.02 [BOUNCED CHECK FEE**

Payment by check will be accepted, but there will be a fifteen (\$15.00) dollar charge for any check returned for non-sufficient funds.]

**ADMINISTRATIVE FEE** \$10.00

**14.03 [FEE FOR OBTAINING COPIES OF ECWA TARIFF**

Copies of the Erie County Water Authority Tariff may be obtained from the Public Affairs Office upon payment of the sum of ten (\$10.00) dollars.]

**APPOINTMENT FEES**

A. Outside normal service hours of 9:00 a.m. to 4:00 p.m., Monday through Friday, excluding Holidays: \$45.00

B. Missed appointment fee: \$30.00

**14.04 [FEES FOR AERIAL PHOTOGRAPHS AND GIS-RELATED INFORMATION**

Upon execution of a Confidentiality and License Agreement, the Authority will provide aerial photographs and GIS-related information at the prices listed below.

A) Aerial Photographs

Copies of aerial photographs may be purchased for the sum of \$35.00 times the number of prints plus outside reproduction costs and audited overhead.

The State and its political subdivisions will be permitted to purchase aerial photographs at the discounted rate of \$12.50 times the number of prints plus outside reproduction costs and audited overhead.

B) Control Data

The Authority's Geographic Information System includes control data, which consists of information and calculations that facilitate the accurate location of items on photographs and reference to map coordinate systems.

Copies of the control data will be made available upon request for a price equal to the Authority's prorated internal engineering, project management and reproduction costs plus audited overhead.

The State and its political subdivisions may obtain copies of the control data upon request at reproduction and mailing costs.

C) Planimetric, Parcel, Boundary, & Right-of Way Databases

As this information becomes available, it will be made available upon request for a price equal to the Authority's prorated internal engineering, project management and reproduction costs plus audited overhead.

The State and its political subdivisions may obtain copies of this information as it becomes available upon request at reproduction and mailing costs.]

**DELINQUENT CHARGE**

A delinquent service charge of ten (10%) percent shall be applied to all outstanding accounts where payment has not been received by the Authority within ten (10) days after the due date as specified on the bill.

**14.05 [FEES FOR LABORATORY TESTS**

The Authority's Water Quality Laboratory will provide testing and training services on an availability basis. The cost of testing is detailed in the laboratory's current fee schedule which is available by contacting the Water Quality Department.]

**DEPOSITED ITEM RETURN FEE**

A fifteen (\$15.00) dollar charge will be assessed for any payment made which was subsequently not honored by a financial institution. A second dishonored payment will be assessed a twenty (\$20.00) dollar charge. For each subsequent dishonored payment, the fee will be increased incrementally by five (\$5.00) dollars per occurrence.

**14.06 DEPOSITS**

**A. Customer Accounts**

The deposit provided for in paragraphs 5.01, 5.02 and 5.03 shall be the average bill as estimated by the Authority for one billing cycle for the applicable billing period and meter size.

**B. Meter Security****1. Temporary Services**

<u>SIZE</u>	<u>DEPOSIT REQUIRED</u>
<u>5/8 inch</u>	<u>\$1,000.00</u>
<u>3/4 inch</u>	<u>\$1,000.00</u>
<u>1 inch</u>	<u>\$1,000.00</u>
<u>1-1/2 inches</u>	<u>\$1,000.00</u>
<u>2 inches</u>	<u>\$1,000.00</u>

**2. Hydrant Meters**                      **\$1,000.00 for each Meter & backflow device**

**14.07 FEES FOR LABORATORY TESTS**

The Authority's Water Quality Laboratory will provide testing and training services on an availability basis. The cost of testing is detailed in the laboratory's current fee schedule which is available by contacting the Water Quality Department.

**14.08 HYDRANT METER FEE**

\$250.00 to cover the costs of the Authority installing and removing the meter and backflow device and checking the hydrant after use is over.

**14.09 METER REPAIR/REPLACEMENT CHARGE**

5/8" - 3/4" - \$190.00  
1" - \$260.00  
1-1/2" and greater - At Actual Cost

Ancillary Equipment – At Actual Cost



**14.10 METER SIZE CHANGE FEES**

<u>NEW METER SIZE</u>	<u>CHARGE</u>
<u>5/8" through 1" inclusive</u>	<u>\$ 48.00</u>
<u>1-1/2", 2"</u>	<u>\$ 90.00</u>
<u>3" or larger</u>	<u>\$325.00</u>

**14.11 METER TESTING FEE**

\$125.00 – Meters smaller than 3"  
\$325.00 – Meters 3" and larger

**14.12 SERVICE CHARGES**A. Service Restoration

1. At customer request, except after termination for non-payment, providing no unusual expense:

- a. \$30.00 - 9:00 a.m. to 4:00 p.m., Monday through Friday, exclusive of Holidays
- b. \$45.00 any other time

2. At customer request, after termination of service for non-payment, providing no unusual expense:

- a. \$40.00 - 9:00 a.m. to 4:00 p.m., Monday through Friday, exclusive of Holidays
- b. \$60.00 any other time

3. If by the willful acts of the customer, it becomes necessary to shut off or disconnect the service pipe at the Authority's main, the charge to the customer for restoration of service will be the actual cost incurred by the Authority, incident to the disconnection and reconnection of the service pipe.

B. Tile Sets and Meter Pits

1. If it is necessary for the Authority to pump water out of a meter pit in order to read or maintain a meter, the customer will be required to pay a service charge of fifty-five (\$55.00) dollars.

**14.13 TANKER TRUCK FILLING AT DESIGNATED LOCATIONS  
ANNUAL FEE**

\$40.00 per location

**14.14 UNAUTHORIZED HYDRANT USE FEE**

\$500.00 per occurrence

**14.15 SERVICE LINE THAWING, WELL DISCONNECTION  
INSPECTION**

At actual cost

**ITEM 22 - PURCHASE ORDERS:**

Motion by Mr. Warthling seconded by Mrs. Vacco and carried to approve for payment of Purchase Order Nos. as listed on the attached sheets pages 9-14 after certification by the Comptroller that the orders are in accordance with the quotations and that the Director of Administration be authorized to execute the above and all associated documents after certifying that they are in conformity with applicable laws and the Authority=s By-Laws and Purchasing Guidelines, Policies and Procedures.

**ITEM 23 - PURCHASE ORDER AMENDMENTS:**

Motion by Mr. Warthling seconded by Mrs. Vacco and carried to approve for payment of Purchase Order Amendments as listed on the attached sheet page 15 after certification by the Comptroller that the orders are in accordance with the quotations and that the Director of Administration be authorized to execute the above and all associated documents after certifying that they are in conformity with applicable laws and the Authority=s By-Laws and Purchasing Guidelines, Policies and Procedures.

**ITEM 24 - SERVICE CONNECTION WORK ORDER LIST:**

Motion by Mr. Warthling seconded by Mrs. Vacco and carried to approve Service Connection Work Order Nos. 2010-06, 2010-07 and 2010-08, to Nichols Long & Moore Construction Corp. for Service Area No. 1 under Contract No. 09-07-01 and to Russo Development, Inc. for Service Area No. 2 under Contract No. 09-08-01 and large services under Contract No. 09-06-01 to Kandey Company, Inc.

**VIII. - ADJOURNMENT**

Meeting adjourned until the next regular meeting to be held on Wednesday, March 17, 2010.

Matthew J. Baudo  
Secretary to the Authority/Personnel Director

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