

Project No. ||

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

AN AGREEMENT made between the **ERIE COUNTY WATER AUTHORITY**, a public benefit corporation of the State of New York, a party of the first part, hereinafter referred to as the "Authority" and ||, party of the second part, who is an applicant for Private Fire Protection Service.

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

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

Applicant agrees to pay to the Authority the entire cost of the work including all indirect costs such as the Authority's most recent audited overhead rate to cover administrative costs of the aforesaid connection upon which applicant's premises abuts. If the entire cost of the work exceeds the estimated cost thereof as defined above, the applicant shall pay the difference between the entire actual and estimated cost to the Authority. However, should the entire actual cost of the fire protection service connection advanced by the applicant be less than the estimated cost, the Authority will refund without interest the difference between said amounts to the applicant.

It is also agreed that the aforesaid connection will be furnished and used under and pursuant to the Authority's Tariff of the Authority as now on file at the office of the County Clerk of Erie County, and any modifications, alterations or amendments thereof as may be made from time to time, which are hereby made a part of this agreement, and upon the following expressed conditions:

1. This connection and/or hydrants are to be used for fire purposes only and is to have no connection whatsoever with any taps that may be used for other than fire purposes and shall have no connection with any source of water supply not approved by the Department of Health of the State of New York, and the Erie County Water Authority.
2. The party of the second part agrees specifically not to draw any water whatsoever through said connection and/or hydrants for any purpose except the extinguishing of fires or a periodic test of the fire protection system.

3. The party of the second part agrees to notify the Authority at the time of all tests, so that, if desired, the Authority may have a representative present. Such notification, however, need not be formal and written, but may be given by telephone to the principal office and place of business of the Authority.
4. Any authorized representative of the Authority shall have free access to the premises of the party of the second part at any reasonable time for the purpose of inspecting the said connection.
5. Violation by the party of the second part of any of the conditions of this Agreement or of the Authority's rules, and so forth, shall terminate the same and the Authority may disconnect the pipe or shut off the supply of water.
6. The party of the second part agrees to pay for services rendered under this contract the rates and charges under terms set forth in Service Classification No. 2 of the Authority's Tariff. If at any time the party of the second part elects to change the terms of this contract with respect to size of connection or number of fire protective devices, this contract shall be modified accordingly, or a new contract shall be executed. The charges set forth in Service Classification No. 2 of the Authority are subject to change from time to time as rates may be modified.
7. Water through this connection and/or hydrants are to be supplied subject to the rights of public authorities to use water in the street mains through hydrants for fire purposes.
8. The Authority reserves the right at any time, without notice, to shut off the water in its mains for the purpose of making repairs or extensions, or for other purposes, and it is expressly agreed that the Authority shall not be liable for a deficiency or failure in the supply of water, or water pressure, or for any damage caused thereby, or by the bursting or breaking of any main or service pipe or any attachment to the Authority's property. All customers having boilers, hot water heaters, interior piping, etc. upon their premises depending upon the pressure in the Authority's pipes to keep them supplied are cautioned against danger of collapse or bursting and all such damage shall be borne exclusively by the customers.
9. In the interest of public health, the Authority will not permit its mains or services to be connected with any service pipe or piping, which is connected with any source of water supply, not approved by the Department of Health in the State of New York. In conformance with Part 5 of the New York State Sanitary Code, the Authority has implemented a Cross Connection Control Program and shall not permit its mains or service pipes to be connected in any way to any piping, tank, vat or other apparatus which contains liquids, chemicals, or any other matter which might flow back into the Authority's service pipe or mains and consequently endanger the water supply without the installation of a proper

backflow prevention device as specified by the New York State Department of Health, at a location approved by the Authority. In conformance with Part 5 of the New York State Sanitary Code, the applicant shall install a backflow prevention device when required by the Authority.

10. This Private Fire Protection Agreement constitutes the entire Agreement between the parties and supercedes all prior or other agreements and representations, oral or in writing. Neither this Agreement nor any terms, covenant, provision or condition may be changed, waived, discharged or terminated orally or in any manner other than an instrument in writing executed and acknowledged by the party against whom the enforcement of the change, waiver, discharge or termination is sought.
11. All the terms, covenants, provisions and conditions of this agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, distributees, executors, administrators, successors and assigns.

WHEREFORE, the parties have entered into this Agreement this ____ day of _____, 2018.

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ERIE COUNTY WATER AUTHORITY

JEROME D. SCHAD
CHAIRMAN