

Project No. ||

**ERIE COUNTY WATER AUTHORITY
MAIN EXTENSION AGREEMENT
OWNER - OCCUPANT**

AGREEMENT between **ERIE COUNTY WATER AUTHORITY**, a public benefit corporation of the State of New York, having its principal office at 295 Main Street, Room 350, Buffalo, New York 14203, hereinafter referred to as the “Authority” and || hereinafter referred to as the “Applicant”; and

WHEREAS, The Authority has received application for the service of water to ||, the service of water to which requires an extension of Authority mains as follows:

BEGINNING ||; and

WHEREAS, the Authority is willing to make said extension with a total cost of \$||, being \$|| per front foot for each of the premises abutting said extension for a distance of approximately || feet; and

WHEREAS, all applications for the use of water or for other services and facilities shall be made in writing on forms provided by the Authority, and the Applicant shall furnish such maps, plans and surveys, and further information with respect to his premises and the service requested as may be required by the Authority;

NOW, THEREFORE, BE IT RESOLVED:

1. Applicant applies for such extension of the Authority’s mains as will provide a main || inches in diameter across the full frontage of each of the premises abutting said extension, which extension is herein agreed to have a frontage of || feet.
2. Applicant will simultaneously with the execution and delivery of this agreement pay to the Authority the total sum of \$|| which consists of:
 - a. A non-refundable payment of \$||, being the estimated cost including contingency markup and roundup (if applicable) and the Authority’s most recent audited overhead rate to cover administrative costs of the portion of the main extension upon which the Applicant’s premises abuts for a distance of || feet.
 - b. A deposit of \$||, being the Applicant’s proportionate share of the remaining estimated cost (including contingency markup and roundup if applicable) of the following portions of the said main extension for which the Authority has not received a payment or deposit, and which may be refundable in accordance with the terms set forth in paragraphs 4 and 7 of this Agreement.

3. The Authority assumes and agrees to pay the sum of \$|| which, in addition to the sum paid by the Applicant, is estimated to be the entire actual cost of completing the requested extension.
4. The Authority will refund to the Applicant without interest that portion of the amount deposited whenever water service is subsequently furnished to a premise which is connected to the footage of main extended and covered by said deposit. The amount of such refund or refunds will be the sum equivalent to the entire actual unit cost per foot including the Authority's most recent audited overhead rate to cover administrative costs paid by the Applicant of the extended main, which is required for each premise for which the Applicant shall not have previously received a refund. Such refund or refunds will be made by the Authority after completion of the main extension and the ascertainment of the entire actual cost thereof.
5. The Authority agrees that no property or premises shall be connected (except fire protection) to the said main extension unless and until the owner or occupant thereof shall have entered into a contract to connect to the said extension and shall have made the payment and deposit under the terms and conditions as are required of the Applicant by the terms of this contract.
6. The Authority reserves the right at any time, without notice, to shut off the water in its mains for the purpose of making repairs to 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.
7. It is further mutually understood and agreed:
 - a. The total amount of all repayment and refund hereunder shall be personal to the Applicant and shall be unassignable either as collateral security or otherwise.
 - b. The total amount of all refunds as hereinafter set forth shall not exceed the amounts deposited by the Applicant.
 - c. All right to repayment shall cease and be at an end of ten years after the date of this Agreement with the Authority and any amounts not then repaid shall belong to and be retained by the Authority.

- d. The mains laid or to be laid pursuant to this Agreement shall be and remain the property of the Authority, its successors and assigns, and the Authority retains and shall have the right to extend any main installed by it pursuant to the terms of this Agreement in or to other lands, streets, or avenues, but the Applicant shall not by reason thereof be entitled to any repayments other than those above provided for.
- e. Submetering. Only a Town, Village or legally constituted water district is permitted to resell water supplied by the Authority, except as follows:
 - 1. The total amount collected from those who are submetered shall not exceed the amount of the Authority's bill.
 - 2. Except in the case of legally constituted condominiums, the submetering is done by the Owner and those submetered are the tenants.
 - 3. In legally constituted condominiums, the Homeowners Association shall be permitted to submeter to the condominium owners.
 - 4. Meters used for submetering will not be supplied, maintained, or read by the Authority.
 - 5. When the units submetered are dwelling units, the multiple dwelling unit service charge shall apply.
- f. Any authorized representative of the Authority shall have free access to the premises of the Applicant at any reasonable time for the purpose of reading the meter or inspecting the said connection.
- g. This extension shall be made in accordance with the provisions of the Authority's Tariff.

IN WITNESS WHEREOF, the **ERIE COUNTY WATER AUTHORITY** has caused its corporate seal to be hereunto affixed and these presents to be signed by its duly authorized officers, and the Applicant has hereunto set his hand this day of _____, 2018.

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ERIE COUNTY WATER AUTHORITY

JEROME D. SCHAD
CHAIRMAN