

**ERIE COUNTY WATER AUTHORITY
MAIN EXTENSION AGREEMENT
(Builder-Contractor-Developer)**

The **ERIE COUNTY WATER AUTHORITY**, a public benefit corporation created and existing under the laws of the State of New York, with its principal office at 295 Main Street, Room 350, Buffalo, New York, 14203, hereinafter called the “Authority”, and **S.G. CLARENCE, LLC**, 470 Cayuga Road, Buffalo, New York 14225 and **MILHERST CONSTRUCTION, INC.**, 10025 County Road, Clarence Center, New York 14032, hereinafter called the “BCD Applicants, agree as follows:

1. This Agreement is made pursuant to Subdivision 10, Section 1054 of the Public Authorities Law and Title 10.00, “Extensions of Mains” of the Authority’s Tariff.
2. The BCD Applicants desire to install water mains, hydrants and appurtenances as follows:

Install approximately 1397 ± linear feet of 8-inch PVC and 46 ± linear feet of 8-inch DIP watermain in Spaulding Green Phase 6B, Town of Clarence, under an Erie County Water Authority Builder, Contractor, Developer (BCD) Agreement.

Install two (2) hydrants and three (3) line valves in Spaulding Green Phase 6B, Town of Clarence, under an Erie County Water Authority Builder, Contractor, Developer (BCD) Agreement.

Longleaf Trail

Beginning at the existing limit of Phase 6A on Longleaf Trail at approximately Station 30+90, thence westerly approximately 500± linear feet within the proposed right-of-way of Longleaf Trail.

Holly Glen Court

Beginning at approximate Station 28+52 on Longleaf Trail, thence southerly approximately 880± linear feet terminating at approximate Station 4+95 in the proposed cul-de-sac.

As shown and noted on the Greenman-Pederson, Inc. drawings of Spaulding Green Phase 6B dated June 13, 2018.

3. The BCD Applicants shall submit two (2) prints of subdivision drawings showing the proposed water main installation, hydrants, and appurtenances to the Authority’s Plan Review Section for review. One (1) print will be returned either

approved or marked for correction. If corrections are required, two (2) prints of the revised drawings shall be resubmitted to the Engineering Department for review and approval. The same procedure shall be followed until the drawings are approved.

4. If the Authority requires a main greater than eight (8") inches in diameter be installed in a subdivision for the Authority's convenience, the Authority will either install the main, or pay the BCD Applicants the cost difference between installing an eight (8") main and installing the larger main. If the Authority installs a main greater than eight (8") inches in diameter, the BCD Applicants will be required to pay the Authority only the cost for installing an eight-inch main. The Authority must receive payment in advance before the Authority will install any such main. This provision only applies when the Authority directs the installation of a main greater than 8" inches for reasons unrelated to the water needs and demands of the BCD Applicants' subdivision.
5. If the BCD Applicants require a main larger than an eight (8") inch to service the subdivision, the BCD Applicants shall install such main.
6. In the event a water main(s) is (are) required to reach the subdivision, the BCD Applicants will be required to submit a plan in compliance with provisions 10.02 through 10.10 of the Authority's Tariff subject to the approval of the Authority.
7. Vacant lots in new subdivisions which are to receive water service for an existing main appropriate to the service requested will not be included in this Main Extension Agreement. Applications for these services are to be made individually as each structure is erected. Those services will be installed by the Authority in accordance with the provisions of Section 4.00 of the Authority's Tariff in effect at the time the application is made.
8. After the Authority has approved the subdivision drawings, final approval of the subdivision drawings must be obtained from the town, city or other appropriate governmental body. Two reproducible approved drawings shall then be submitted to the Authority for signature of the Authority's Executive Engineer. Two reproducible signed drawings will be returned to the BCD Applicants upon execution of the Main Extension Agreement.
9. Prior to beginning installation of the water mains, hydrants and appurtenances, BCD Applicants shall provide the Authority with the following:
 - a. Name of contractor who will be installing water mains and appurtenances;
 - b. Shop drawings showing that all materials used in the construction of the water mains and appurtenances meet the Authority's specifications;
 - c. Name of engineer who will do the full-time inspection;

- d. Five (5) days advance written notice of the starting date of construction;
 - e. A certified copy of the resolution of the town, city or other appropriate governing body authorizing and approving the installation of hydrants. Such resolution shall set forth that the town, city or other appropriate governing body shall pay the annual rates for the hydrants to be installed as provided for in the Authority's Tariff.
10. The BCD Applicants shall arrange for water samples and bacterial tests to be taken and tested by an approved laboratory. The results shall be submitted to the Erie County Health Department for approval, and if all tests are satisfactory, the County Health Department shall submit a Certificate of Acceptance to the Authority.
11. Authority personnel shall direct the operation of valves on existing water mains during the required leakage and pressure tests and the disinfection of the water mains and appurtenances. If the mains and appurtenances should fail the pressure or leakage tests, the necessary corrective measures shall be taken, and the tests repeated until satisfactory results are obtained. Upon completion of these tests, the mains shall be shut off and not placed into service until the County Health Department issues a Certificate of Acceptance, all legal and administrative requirements have been satisfied, and the work has been accepted by resolution of the Authority. The Authority will then turn on the mains, which have been accepted by the Authority, and service can begin.
12. Within four (4) weeks of the date the Erie County Health Department Certificate of Acceptance is received, and prior to both acceptance by the Authority and the date water service is begun, BCD Applicants shall provide the Authority with the following:
- a. Maintenance bond.
 - (1) A maintenance bond in form satisfactory to the Authority and issued by a carrier satisfactory to the Authority in an amount of one hundred (100%) percent of the actual construction cost of the water mains and appurtenances.
 - (2) Said bond shall cover a period of twenty-four (24) months following the completion of the installation of water mains and appurtenances. During this 24-month period, the BCD Applicants agree to maintain and repair the water mains and appurtenances accepted by the resolution of the Authority.
 - (3) The completion date shall be established as the date of the acceptance of the work by resolution of the Authority.

- (4) If the BCD Applicants default on its/his/her obligation, the Authority may seek to recover the cost of maintenance and repair from the carrier/surety of the maintenance bond.
- b. Payment bond.
 - (1) A payment bond in form satisfactory to the Authority and issued by a carrier satisfactory to the Authority in an amount of one hundred (100%) percent of the actual construction cost of the water mains and appurtenances.
 - (2) The BCD Applicants will provide said payment bond to insure all labor and materials supplied for the construction and installation of the water mains and appurtenances have been fully paid, ensuring the Authority accepts such water mains and appurtenances without liens or encumbrances.
 - (3) Said bond shall cover a period of twelve (12) months following completion of the installation of water mains and appurtenances.
 - (4) The completion date shall be established as the date of acceptance of the work by resolution of the Authority.
- c. The Authority may review and verify the actual construction cost of the mains and appurtenances. The actual cost will be used to determine the amount of the maintenance and payment bonds mentioned above, and for all other legal and administrative purposes. The actual cost shall include the furnishing and installing of the pipe, valves, hydrants, paving and other appurtenances required to be completed before the work is accepted by resolution of the Authority.
- d. A statement signed and sealed by the BCD Applicants' engineer, that all work involved in the installation of water mains and appurtenances was completed in accordance with drawings approved by the Authority and in accordance with the Authority's specifications, that all valves, hydrants and appurtenances are in satisfactory operating condition and that the BCD Applicants' engineer provided full time resident inspection of the work.
- d. One (1) reproducible and electronic file AutoCad 2000 version on CD Rom or diskette record drawing, to a scale determined by the Authority, showing the constructed location of all mains with at least three readily identifiable ties to all fittings, valves and services. The record drawing shall be marked "As-Built" and bear the seal and license number of the BCD Applicants' engineer. The BCD Applicants' engineer shall certify

by seal and signature that he has measured or has supervised the measurement of all dimensions shown on the "As-Built" drawing.

- e. A cost estimate and bill of sale to the Authority for the water mains and appurtenances installed. A completed "Schedule of Inventory" shall be attached to bill of sale on the form provided by the Authority.
13. Water service connections will be installed by the Authority at the time requested by the BCD Applicants. The BCD Applicants shall, as herein prescribed, arrange for the water service connection as well as meter installation and payment.
14. The BCD Applicants shall notify the Authority when customer service is desired at an individual premise so that a meter can be installed. If the BCD Applicants fail to notify the Authority that a meter should be installed, the BCD Applicants shall be required to pay three (3) times the monthly minimum charge for the size of meter to be installed for each month or part thereof that water has been used at the premise. This period of time will be calculated from the date of issue of the Certificate of Occupancy or the date of sale by the BCD Applicants of said premises, whichever is earlier, to the date the meter is installed. Meter installations will be in accordance with the provisions of Section 6.00 of the Authority's Tariff.
15. 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.
16. At the completion of all the work, labor and service as well as installation of all materials and after all the conditions hereinabove set forth are complied with to the satisfaction of the Authority, the Authority agrees to accept said water mains, hydrants, services, and other appurtenances.
17. Title to all water mains, hydrants, services, and appurtenances shall vest in the Authority and the Authority shall provide service to BCD Applicants in the same manner as if the mains were originally installed by the Authority.
18. The Authority reserves the right at any time, without notice to shut off the water in its mains to make repairs, extensions or for other purposes, and it is expressly agreed that the Authority shall not be liable for deficiency or failure in the supply of water, water pressure or for any damage caused thereby or by the bursting or breaking of any main or service pipe or any attachment to the Authority's property, other than through the gross negligence of the Authority. In the interest of public health, the Authority will not permit its mains or services to be connected with any service pipe or piping which is connected with any other source of water supply not approved by the Department of Health of the State of

New York.

19. It is mutually understood and agreed:
- a. The mains laid or to be laid pursuant to this Agreement shall be and remain the property of the Authority, its successors and assigns, and the Authority retains and shall have the right to extend any mains installed by it pursuant to the terms of the Agreement in or to other lands, streets or avenues, but BCD Applicants shall not by reason thereof be entitled to any repayment.
 - b. Any authorized representative of the Authority shall have free access to the premises of the BCD Applicants at any reasonable time for the purpose of reading the meter or inspecting said construction.
 - c. Only a town, village or legally constituted water district is permitted to resell water supplied by the Authority except as provided in Section 11.05 of the Authority's Tariff.
 - d. Water Service may be disconnected for the reasons enumerated in Section 2.32 of the Authority's Tariff.
 - e. This extension shall be made in accordance with provisions of the Authority's Tariff.

IN WITNESS WHEREOF, the parties hereto have duly caused their seals to be hereunto affixed and these presents to be signed by their duly authorized officers with the effective date of this Agreement to be the **7th** day of **March, 2019**, the date of the Authority's resolution authorizing its execution.

S.G. CLARENCE, LLC



DAVID CAPRETTO, Managing Member

MILHERST CONSTRUCTION, INC.



JAMES L. COLLINS, JR., Vice President

ERIE COUNTY WATER AUTHORITY

JEROME D. SCHAD, Chair

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

On this 26th day of February, 2019, before me personally came DAVID CAPRETTO, to me known, who being by me duly sworn, did depose and say that he/she resides at Williamsville, NY; that he/she is the Managing Member of S.G. CLARENCE, LLC, a New York domestic limited liability company.

JASON L. BURFORD
Notary Public, State of New York
Qualified in Erie County
Commission Expires 1/5/2023

[Signature of Jason L. Burford]
Notary Public - State of New York

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

On this 21 day of February, 2019, before me personally came JAMES L. COLLINS, JR., to me known, who being by me duly sworn, did depose and say that he/she resides at Clarence Center; that he/she is Vice President of MILHERST CONSTRUCTION, INC., the corporation described in, and which executed, the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he/she signed his/her name thereto by like order.

ROBERTA C. RADEMACHER
Notary Public, State of New York
Qualified in Erie County
My Commission Expires 02/05/2022

[Signature of Roberta C. Rademacher]
Notary Public - State of New York

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

On this day of , 2019, before me personally came JEROME D. SCHAD, to me known, who being by me duly sworn did depose and say that he resides in Amherst, New York, that he is the Chairman of the ERIE COUNTY WATER AUTHORITY, the corporation named in the foregoing indenture; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by a duly adopted resolution of the said Authority and that he signed his name thereto by like resolution.

Notary Public - State of New York