

APPENDIX A

Main Extension Agreement (MEA)



Monroe County Water Authority

MAIN EXTENSION AGREEMENT

This MAIN EXTENSION AGREEMENT (the "Agreement") by the **Monroe County Water Authority**, a New York public benefit corporation having its principal office at 475 Norris Drive, Rochester, New York 14610, hereinafter referred to as the "Authority", and **[Developer/Owner legal name]**, having an address of **[address]** hereinafter referred to as the "Developer".

WHEREAS, the Developer is seeking to improve a certain tract of land situated in the Town of **[XXX, XXX County]**, New York, known as **[property address or addresses and/or tax account number]** (the "Premises"); and

WHEREAS, the Developer is interested in the development of the Premises and desires to install water mains therein, which, when completed in accordance with the terms of this Agreement, will be accepted by the Authority as part of its system, the mains proposed to be constructed (the "water main extension") being described as follows:

[Length] feet of **[#]**-inch water main and **appurtenances [in ROW – proposed street name or easement], [list number of, size and type of all services]** as depicted in plans prepared by **[engineering firm's name]** and entitled "**[name]**" dated **[date]** (with the latest revision date of **[date]**) and signed and approved by the Authority on **[date]** (the "Approved Plans").

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties agree as follows:

1. Water System Design & Installation

- a) The Developer agrees to adhere to the Authority's *Rules for the Sale of Water and the Collection of Rents and Charges*, latest revision, which are hereby made a part of this Agreement by reference.
- b) The Developer agrees that all work performed and material and equipment required under this Agreement shall conform to all requirements in the Authority's *Uniform Design and Construction Standards for the Extension of Water Distribution Systems*, latest revision. Copies of this document are available for inspection at the Authority's principal office and are hereby made a part of this Agreement by reference.
- c) The Developer shall take sole responsibility for the proper completion of the water main extension. The water main extension shall be completed by the Developer, at Developer's own expense, in conformity with the Approved Plans.
- d) Any changes to the Approved Plans, before or after construction, require the Authority's written approval, in advance, and will be made at the Developer's expense, including, but not limited to, abandonment of any services or other facilities that will not be in use at the end of the Guarantee Period.

- e) The work shall be performed in a professional and proper manner according to the terms stated in this Agreement, the Approved Plans, applicable permits, laws and regulations, and related documents. The work shall also be performed in a manner that prevents injuries to persons and damage to property and utilities.

2. Charges

The Developer will, simultaneously with the execution and delivery of this Agreement, pay to the Authority:

Description	Charge*
<p style="text-align: center;">Engineering Services</p> <p>Includes reviewing proposed drawings submitted by the Developer's Engineer, finalizing the Developer's Main Extension Agreements, coordinating construction phase issues, closing out projects, and updating of final Authority records and mapping.</p>	\$850.00
<p style="text-align: center;">Construction Phase Services</p> <p>Includes providing part time field inspection, witnessing pressure testing, coordinating with Authority Operations, confirmation of final punch lists, completion of red-line drawings, and creating hydrant, valve and service tap cards.</p>	[calculate @ \$2.00/ft]
<p style="text-align: center;">Account Application Charge</p>	[calculate @ \$25/service]
<p style="text-align: center;">Meter Installations</p> <p>[List all meters by size & number]</p>	[calculate]
<p style="text-align: center;">Tap Installations</p> <p>For making all taps or connections over 2 inches to existing mains. Taps 2 inches and smaller for "Exception Lots" (on existing mains) must be applied for individually and any costs associated with such taps shall be an additional cost to be born exclusively by the Developer.</p>	
<p style="text-align: center;">Repairs Deposit</p>	[Calculate \$1,500 (up to 25 lots); \$2,000 (26 to 35 lots); \$2,500 (over 35 lots)]
<p style="text-align: center;">Total</p>	[calculate]

*The charges in this schedule include actual costs for Authority labor, equipment, and materials associated with each of the services described above.

3. Water Main Upgrade

Developer agrees to install the water main size specified by the Authority, in accordance with the requirements of the *Uniform Design and Construction Standards for the Extension of Water Distribution Systems*, latest revision.

4. Service Connections

- a) During installation of the water main extension, the Developer shall install all service connections for each lot from the new water mains shown on the Approved Plans at the same time the main extension is installed. There shall be no advance services in industrial or commercial developments unless specifically approved, in writing, by the Authority.
- b) The Authority is not responsible for installing the service from the curb stop, at the property line or easement line, to the meter location in the building.
- c) During the Guarantee Period, the Developer shall be responsible for the care and maintenance of each curb box and for lowering or raising to final grade each curb box at such time as a building is constructed and the lawn grade is established, notwithstanding the sale of the lot served thereby.
- d) The Developer agrees that all service “turn-ons” are to be made by Authority personnel at the time the meter is set. No water is available from the service until Authority personnel activate it.
- e) For exception parcels, the Authority reserves the right to install all new service connections to existing mains, except those requiring a pavement cut in a New York State right of way, and the Developer shall pay the Authority in advance for this work in accordance with the Authority’s Current Rate Schedule. These payments shall be in addition to the payments to be made by the Developer as set forth under other sections of this Agreement. Developer is responsible to make individual applications for each service connection to existing mains six (6) to eight (8) weeks before the service is needed.

5. Developer’s Guarantee

- a) The Developer guarantees that the design, workmanship, materials, and equipment used in the construction of the water main extension shall be free from defects and flaws, that they shall be in accordance with the Approved Plans, and that they shall satisfy all performance test requirements included in the *Uniform Design and Construction Standards for the Extension of Water Distribution Systems*, latest revision.
- b) The Guarantee Period is for a minimum of one year. The Guarantee Period shall formally commence when the health sample has passed and the Authority receives all required submittals and issues a letter stating so. The Guarantee Period may be extended by the Authority during winter months and for non-compliance.
- c) During the Guarantee Period, the Developer is responsible for all costs of repair or replacement of any work, equipment or material, or parts thereof, which fail to meet the Developer’s Guarantee, and also for the repair of all failures or deficiencies not covered by the Guarantee, but that are required for maintenance of the system, within the Guarantee period.

- d) Any repairs or changes to the water main extension during the Guarantee Period must be performed by the Authority at the Developer's expense, unless the Authority specifically allows the Developer to perform the work.
- e) In the event that repairs or changes to the water main extension can, at the Authority's sole determination, be made by the Developer, a letter is sent to the Developer itemizing the required work and establishing a 14 day completion period.
- f) The Authority shall perform a final inspection before the end of the Guarantee Period and will notify the Developer of any items that require repair, adjustment or replacement. The work shall be completed by the Authority or Developer as stipulated by the Authority.
- g) The cost of work performed by the Authority for work covered by the Developer's Guarantee will be deducted from the Repairs Deposit (Article 2, above).
 - i. If at the time of the Authority's final acceptance of the water main extension, the Authority shall have accrued actual costs in an amount less than the Repairs Deposit, the Authority shall refund to the Developer the amount by which the Repairs Deposit exceeds the Authority's actual costs, provided the Developer shall have performed all of its obligations under this Agreement.
 - ii. If at any time during the Guarantee Period the Authority's actual costs exceed the Repairs Deposit, the Developer shall pay the Authority all costs above the Repairs Deposit within thirty (30) days of the issuance of an invoice by the Authority.
- h) The Developer shall notify the Authority immediately of any leaks or failures of any kind detected on the water main extension during the Guarantee Period.

6. Indemnification

- a) To the fullest extent permitted by law, the Developer shall defend (with counsel satisfactory to the Authority), indemnify, and hold harmless the Authority, its members, officers, agents, representatives, and employees from and against all liabilities, claims, damages, judgments, losses, expenses and demands of any kind whatsoever (including but not limited to all attorneys' fees, even those incurred in enforcing this indemnification provision), which arise out of or result directly or indirectly from (i) the construction and development of the water main extension, performed by the Developer, its contractors, subcontractors, sub-subcontractors, suppliers, vendors, agents, officers, employees, and anyone directly or indirectly employed by Developer or anyone for those acts any of them may be liable or (ii) the failure of Developer to perform its obligations hereunder. The Developer's obligation to indemnify the Authority under this provision includes, but is not limited to, all liabilities, claims, damages, judgments, losses, expenses and demands of any kind whatsoever for:
 - i. Injuries to any persons (including, without limitation, the Developer's employees or others) for bodily injury, disease, mental anguish, sickness, or death, and/or

- ii. Injuries to any property, including without limitation, the loss of use resulting therefrom.
- b) Without limiting the generality of the foregoing, the obligation to indemnify under this article is to apply irrespective of any breach of a statutory obligation or the application of any rule of apportioned or comparative liability except to the extent that the alleged liability and damage are caused by the negligence of the Authority and indemnification hereunder is precluded by statute.

7. Insurance Requirements

The Developer and every contractor and subcontractor engaged in any part of the work shall secure and maintain until the end of the Guarantee Period the insurance specified in the following schedule. Insurance shall be provided in the following amounts until successful completion of the Guarantee Period and the final acceptance of the main(s) and appurtenances:

Type of Insurance	Single Limits of Liability To Cover Bodily Injury and Property Damage
<p>A. Comprehensive General Liability Insurance Which includes the following:</p> <ul style="list-style-type: none"> ◆ Public Liability (XC, U Property damage exclusion eliminated) ◆ Contractual Liability including “hold harmless” clause ◆ Products Liability – Completed Operations ◆ Contractor’s Protective Liability 	<p style="text-align: center;">\$1,000,000 Single Limit</p> <p style="text-align: center;">\$2,000,000 Annual Aggregate</p>
<p>B. General Comprehensive Auto</p> <ul style="list-style-type: none"> ◆ Owned Vehicles ◆ Hired Vehicles ◆ Non-Owned Vehicles 	<p style="text-align: center;">\$1,000,000 Single Limit</p>
<p>C. Workmen’s Compensation & Employer’s Liability Insurance</p>	<p style="text-align: center;">Statutory</p>
<p>D. Umbrella/Excess Liability</p>	<p style="text-align: center;">Optional Single Limit</p>
<p>The Developer – and only the Developer – must have the Authority named as an Additional Insured under the Comprehensive General Liability Insurance.</p>	

The only exceptions to the insurance requirements being the following:

1. Developers who have no employees need not provide Worker's Compensation Insurance; and
2. Developers who have no vehicles need not provide Comprehensive Automobile Liability Insurance; and
3. The Umbrella Excess Liability coverage is needed only to bring the Comprehensive General Liability and/or the General Comprehensive Auto to the required limits.

All policies shall be written so as to require the insurer to provide the Authority with at least thirty (30) days' written notice of any cancellation, expiration, lapse, modification, or restrictive amendment.

If the initial insurance expires prior to the end of the Guarantee Period, renewal certificates shall be furnished at least thirty (30) days prior to the date of expiration.

8. Certificate of Insurance

Each insurance carrier for the Developer, contractor, and subcontractor(s) will complete and submit a Certificate of Insurance on the standard ACORD form. It shall be the responsibility of the Developer to ensure that all their contractors and subcontractors comply with all the insurance requirements described above. Fully executed Certificates of Insurance shall be delivered to the Authority with this Agreement. The Developer and its contractor(s) may not commence work until all insurance requirements are met.

9. Compliance With All Laws

- a) The Developer shall be solely responsible for compliance with all laws, including but not limited to, all federal, state and municipal statutes, rules, regulations, orders and ordinances applicable to the work performed.
- b) Every provision of law required to be inserted herein by law shall be deemed to be part of the Agreement as if fully set forth herein; and any such provision shall be inserted specifically by amendment to this Agreement upon the request of either party.

10. Easements

In the event the Developer is unable or unwilling to deliver the easement(s) deemed reasonably necessary by the Authority in order to complete the improvements contemplated hereunder in accordance with the Approved Plans, then, in such event, the Authority shall be under no obligation to perform its obligations under this Agreement.

11. Authority Property

On the completion date, the Authority accepts the water main extension for ownership and operation and, from that date, the extension shall be and remain the property of the Authority, its successors and assigns. The Authority shall have the absolute right to extend the water main

extension in or to other public or private lands without limitation and without notice to the Developer or incurring any obligation to the Developer whatsoever.

IN WITNESS WHEREOF, each corporate body has caused this Agreement to be signed by its duly authorized officer or, if any of the parties are an individual or partnership, has signed this Agreement this _____ day of _____, 20_____.

MONROE COUNTY WATER AUTHORITY

By: _____
Stephen M. Savage, P.E., Director of Engineering

[CORPORATION, PARTNERSHIP, OR INDIVIDUAL’S NAME], DEVELOPER [OR OWNER]

By: _____

(Please Print Name & Title)

Notary Acknowledgement

State of New York
County of _____ } ss:

On the _____ day of _____ in the year 20_____, before me, the undersigned, a notary public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies) and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

Notary Acknowledgement - MCWA

State of New York
County of Monroe } ss:

On the _____ day of _____ in the year 20_____, before me, the undersigned, a notary public in and for said state, personally appeared **Stephen M. Savage**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public