

APPENDIX B

Private Water Main Extension Off a Public Water Main Agreement (PWME)



Monroe County Water Authority

AGREEMENT FOR A PRIVATE MAIN EXTENSION OFF A PUBLIC MAIN

This AGREEMENT FOR A PRIVATE WATER MAIN EXTENSION OFF A PUBLIC MAIN (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], Monroe 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 maintained by the Authority under an Agreement for providing Maintenance to Private Water Distribution Systems and/or for Inspection and Maintenance of Hydrants and Hydrant Guard Valves on Private Property (the Maintenance Agreement). The mains proposed to be constructed 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. Fees & Charges

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

Description	Fee*
<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]
Account Application Charge	[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>	
Total	[calculate]

**The fees 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) 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) Developer agrees that all service "turn-ons" are to be made by Authority personnel when meter is set. No water is available from the service until Authority personnel activate it.
- e) For exception parcels, the Authority shall make all new service connections to existing mains, 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. Ownership & the Authority's Interest

On the date when the main(s) is completely installed and a regular supply of water provided by the Authority has commenced, the main(s) shall thereafter be and remain the property of the Owner, its successors and assigns, as defined in the Maintenance Agreement.

The Owner agrees that the Authority may use the Owner's facilities to supply water to areas located outside of and beyond the limits of the Owner's property without the imposition or payment of any main, rental or transmission charge.

The Authority, at its expense, may, in its discretion connect its facilities to such main and locations as it deems appropriate. At the time the Authority proposes taking a supply of water from a private main(s), or other circumstances require a public system for compliance with Authority's Rules, the Authority will contact the Owner to discuss dedication of private facilities.

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;">Type of Insurance</p>	<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>

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 in the form identical to the attached Certificate of Insurance 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.

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