

APPENDIX D

Private Fire Protection Service Agreement



Monroe County Water Authority Private Fire Protection Service Agreement

AGREEMENT made this _____ day of _____, 2023 between the **Monroe County Water Authority**, a public benefit corporation having its office and principal place of business at 475 Norris Drive, Rochester, New York 14610 (the “Authority”) and (**Developer**), residing at/having an office at (**address**) (the “Applicant”). It is agreed that the Authority, subject to the terms and conditions hereinafter contained, will inspect, own, operate and maintain a(n) :

#-inch connection from the #-inch water main in (**Public ROW and Easement**), in the Town of **XXXX**, to the property of the Applicant at (**address of property**), as depicted on the site/utility plans approved and signed by Water Authority on MM/DD/YYYY, for a **XXX**.

It is also agreed that the aforesaid connection will be furnished and used under the rules and regulations of the Authority (which, as now on file in the office of the Authority and as from time to time may be modified, altered or amended, are hereby made part of this Agreement) and upon the following express conditions:

1. Unless otherwise expressly agreed in advance by the Authority, in writing, the connection is 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. Because of the danger of pollution, the connection shall have no connection with any source of supply not approved by the Department of Health of the State of New York, or shall be subject to the provisions of the NYS Department of Health Cross Connection Control Manual.
2. The Applicant specifically agrees that it shall not, without the prior written consent of the Authority, draw any water whatsoever through the fire protection system, including the private hydrants, for any purposes except the extinguishing of fires, or in a periodic test of the fire protection system. In the case of a service that is used for both fire and domestic purposes, fire service shall be as that portion of the service pipe branch that has only fire protection fixtures.
3. Violation by the Applicant of either Condition (1) or Condition (2) of this Agreement shall terminate this Agreement, and the Authority may disconnect the pipe or shut off the supply of water.
4. The Applicant 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 or written, but may be given by telephone to the principal office of the Authority.
5. Any authorized representative of the Authority shall have free access to the premises of the Applicant at any reasonable time for the purpose of inspection and/or the operating of control valves on said connection.
6. The Applicant agrees to pay for services rendered under this Agreement according to the rates and charges prescribed in Sections 11.5, 11.6, and 11.7 of the *Authority's Rules for the Sale of Water and the Collection of Rents and Charges*. If at any time the Applicant elects to change the terms of this Agreement with respect to size of connection or number of fire protection devices, this Agreement shall be modified accordingly or a new Agreement shall be executed. The charges set forth in the *Authority's Rules for the Sale of Water and Collection of Rents and Charges* are subject to change from time to time as rates may be modified.
7. Water through said connection is to be supplied subject to the rights of municipal bodies to use water in the street mains through hydrants for fire purposes. The right is also reserved by the Authority to shut off

the supply at any time, without notice, in case of accident or to make alterations, extensions, connections or repairs. The Authority makes no guarantee as to pressure of the water in said pipe or the main supplying the same, and shall not, under any circumstances, be held liable for loss or damage from a deficiency or failure in the supply of water, whether caused by shutting off water in case of accident or for alterations, extensions, connections or repairs, or for any cause whatsoever unless arising from gross negligence.

8. In conformance with Section 11.10 of the *Authority's Rules for the Sale of Water and the Collection of Rents and Charges*, the Authority reserves the right to terminate service when the Applicant has failed to make payment for water or services rendered by the Authority.
9. The Authority reserves the right to cancel this Agreement upon three (3) months' written notice.

IN WITNESS WHEREOF, each party hereto has caused these presents to be signed by its duly authorized officer the day and year first above written; or the Applicant, if an individual or co-partnership, has signed these presents the same date.

MONROE COUNTY WATER AUTHORITY

Approved by:

Witness:

Stephen M. Savage, P.E., Director of Engineering

APPLICANT _____

Witness:

By: (Signature & Title)