

APPENDIX F

Water District Main Extension Agreement (WDMEA)



WATER DISTRICT MAIN EXTENSION AGREEMENT

This WATER DISTRICT MAIN EXTENSION AGREEMENT (“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 **[TOWN’S NAME IN CAPS]**, a New York State municipal corporation having an address **[mailing address]** on behalf of the **[Water District name]**, hereinafter referred to as the “District”.

WHEREAS, the District is interested in and desires to install water main(s) within portions of **[name of road(s)]**, which, when completed in accordance with the terms of this Agreement, will be accepted by the Authority for operation and maintenance under the existing lease agreement between the Authority and the Town of **[XXX]**, **[Month DD, YYYY]**, Amended on **[Month DD, YYYY]**, the mains proposed to be constructed (the “water district main extension”) being described as follows:

[Length] feet of **[#]**-inch water main and appurtenances **[in the ROW along portions of proposed Street name or Easement]**, [list number of (x), (size/diameter)-inch and (type,copper) of all services] as depicted in plans prepared by **[Engineering firm’s name]** and entitled “**[Name of Project - Title on Plans]**” dated **[MM/DD/YYYY]**, (with the latest revision date of **[MM/DD/YYYY]**, and signed and approved by the Authority on **[MM/DD/YYYY]**, (the “Approved Plans”).

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

1. Water System Design and Installation

- a. The District agrees to adhere to 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. However, if allowed per the latest Retail Lease Agreement, if the District chooses to use a type or quality of pipe that meets AWWA and NSF Standards but is different than the Authority’s specifications, the District may proceed without the Authority’s approval of the pipe material; any such constructions will be subject to the District being responsible for the full cost of any future repairs to or replacements of the facilities.
- b. The District 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 District shall take sole responsibility for the proper completion of the water district main extension. The water district main extension shall be completed by the District, at District’s own expense, in conformity with the plans prepared by the District’s Engineer and approved by the Authority as indicated by the dated signature of the Authority’s Chief Engineer or his designee (the “Approved Plans”). The District shall protect and preserve all water system assets installed within and adjacent to the right-of-way from encroachment by other utilities and structures.

- 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 District'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.
- f. The Authority will not activate the water district main extension until all red lines, hydrant cards, valve cards and tap cards have been completed by the District's Engineer, and have been reviewed and approved by the Authority.
- g. The District's Engineer shall submit signed and stamped record drawings to the Authority within six months of activation of the water district main extension.

2. Charges

The Authority shall provide at no cost to the District:

- a. Engineering support, which may include providing templates for preparing easement documents; reviewing of water system design, contract documents, easement documents, record drawings, service tap cards, and hydrant and valve record cards submitted by the District's Engineer; and assisting with material submittal reviews.
- b. Construction support, which may include making water main connection taps after the District's contractor has installed and successfully tested tapping sleeves and valves, perform spot inspections during construction and be available to answer questions and provide technical support as necessary.

The District shall reimburse the Authority for all charges associated with easement recording.

3. Water Main Upgrade (if applicable)

District 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. Upon satisfactory completion of installation of upgraded materials the Authority will pay the difference in cost between the size of material needed for the project and the size the Authority wants to improve the overall water system. The cost differential will be determined through alternate bids obtained by the District, or the Authority's warehouse material bids, and the actual quantities of the upgraded material installed.

4. Service Connections (if applicable)

- a. During installation of the water main extension, the District shall install all service connections for each lot from the new water mains shown on the Approved Plans to the right of way or water easement line at the same time the main extension is installed provided that all necessary fees and deposits have been paid by the customer. There shall

be no advance services in industrial or commercial developments unless specifically approved by the Authority in writing.

- 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 District shall be responsible for the care and maintenance of each curb box and adjusting it to match final grade.
- d. The District 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. On existing mains, the Authority shall make all new service connections to existing mains and the District 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 District as set forth under other sections of this Agreement. District is responsible to make individual applications for each service connection to existing mains six (6) to eight (8) weeks before the service is needed.
- f. Service connections are allowed to parcels meeting the eligibility requirements as set forth in the Authority’s Rules and Regulations unless otherwise noted.

5. District’s Guarantee

- a. The District 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 upon written notification by the Authority when all health samples have passed and all services have been installed from the main to the curb box. The Guarantee Period may be extended by the Authority during winter months, for non-compliance, and for other unforeseen conditions.
- c. During the Guarantee Period, the District is responsible for all costs of repair or replacement of any work, equipment or material, or parts thereof, which fail to meet the District’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 one-year period.
- d. Any repairs or changes to the water main and any appurtenances requiring the main to be shut down during the guarantee period must be performed by the Authority, at the District’s expense, unless the Authority specifically allows the District to perform the work. All field, lawn and pavement area repairs required due to the initial installation shall be and remain the District’s responsibility.
- e. In the event that repairs or changes to the water main extension can, at the Authority’s sole determination, be made by the District, a letter is sent to the District itemizing the required work and establishing a 14 day completion period.
- f. The Authority shall perform a final inspection within three months of the end of the Guarantee Period. In the event the Authority finds any items that require repair,

adjustment or replacement during the final inspection the Authority shall issue a letter and Punch List to the District approximately two months prior to the end of the Guarantee Period. The work shall be completed by the Authority or District, as stipulated by the Authority.

- i. The Authority shall issue a follow up letter two weeks prior to the end of the Guarantee Period, in the event that the Authority has not been notified of the completion of the Punch List by the District as specified in the final inspection.
- g. The District will reimburse the Authority for all costs incurred for work covered by the District's Guarantee.
- h. The District will 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 District 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 District, their contractors, subcontractors, sub-sub-contractors, suppliers, vendors, agents, officers, employees and anyone directly or indirectly employed by them or anyone for those acts any of them may be liable or (ii) the failure of District to perform its obligations hereunder. The District'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 District'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 District 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. It is the responsibility of the District to ensure that all contractors and subcontractors comply with all the insurance requirements contained herein. Work may not commence until the executed Certificate or Certificates of Insurance are delivered and approved by the Authority.

Secure XC insurance coverage before any blasting, boring or tunneling is started.

Insurance shall be provided in the following amounts:

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>

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.

The practice of a contractor employing a subcontractor by placing the subcontractor directly on the contractor’s payroll, thereby eliminating the requirement of the subcontractor to secure the necessary insurance, shall not be allowed.

All correspondence for the insurer shall include the Project Title and the contractor’s name.

Insurance carriers must have a Best’s Rating of A or better and be admitted to do business in New York State. Provide insurance carrier’s NAIC number with the insurance certificate.

8. Certificate of Insurance

Each insurance carrier for the District, contractor and subcontractor(s) will complete and submit a Certificate of Insurance on the standard ACORD form.

9. Compliance with All Laws

- a. The District 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 District 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 Responsibility

On the completion date, the Authority accepts the water main extension for operation under the terms of the *Monroe County Water Authority – Town of [XXX] Retail Lease Agreement dated on [Month DD, YYYY], Amended on [Month DD, YYYY].*

IN WITNESS WHEREOF, each corporate body has caused this Agreement to be signed by its duly authorized officer this _____ day of _____, 20__.

MONROE COUNTY WATER AUTHORITY

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

UNIFORM NOTARY ACKNOWLEDGEMENT

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 signatures on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

Town of [XXX] on behalf of [Water District Name]

By: _____

(Please print name & Title.)

UNIFORM 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 signatures(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public