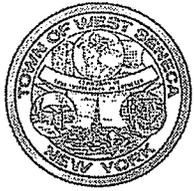


TOWN OF WEST SENECA



ENGINEERING
DEPARTMENT

TOWN SUPERVISOR
SHEILA M. MEEGAN
TOWN COUNCIL
EUGENE P. HART
WILLIAM P. HANLEY, JR.

November 4, 2014

Honorable Town Board
Town of West Seneca

**Re: ECWA/Mineral Springs Reimbursement
ECWA Project No.: 200400399**

Honorable Town Board,

Attached you will find a proposed agreement for your review/approval between the Erie County Water Authority and the Town of West Seneca regarding a water main repair that was performed by the Authority in 2013.

The Town had to repair and reconstruct the sanitary sewer lines in Mineral Springs Road under and adjacent to the NYS Thruway overpass. Prior to the repair made by the Town the ECWA completed an emergency watermain break repair located in the pavement area of Mineral Springs. The Town subsequently made repairs/restorations to the road for which the Town is seeking reimbursement for.

The Erie County Water Authority has estimated the restoration reimbursement to the Town to be \$5,164.37. This is based on the costs established for an authorized contractor under a restoration contract. Once the attached agreement is approved, the Town will be required to forward an invoice to the ECWA in the agreed amount for approval by the Authority Board of Commissioners.

If you require any additional information regarding the above, please do not hesitate to contact me.

Sincerely,

Steven R. Tanner

Steven R. Tanner, P.E.
Town Engineer

KB for

Cc: file



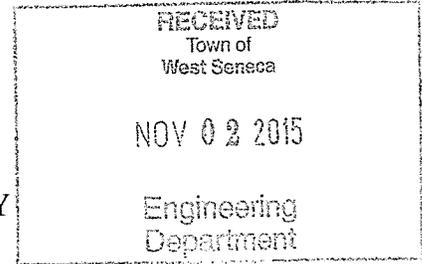
AGREEMENT

Between

ERIE COUNTY WATER AUTHORITY

And

THE TOWN OF WEST SENECA



COPY

AGREEMENT made this _____ day of _____, 2014 by and between The **TOWN OF WEST SENECA**, 1250 Union Rd., West Seneca New York 14224, hereinafter referred to as "Town", and the **ERIE COUNTY WATER AUTHORITY**, a public benefit corporation having its offices and principal place of business at 350 Ellicott Square Building, 295 Min Street, Buffalo, New York 14203, hereinafter referred to as the "Authority".

WHEREAS, The Town has undertake the repair and reconstruction of sanitary sewer lines in Mineral Springs Road under and adjacent to NYS Thruway overpass, in the Town of West Seneca, located in the driving lane of the road; and

WHEREAS, The Authority completed an emergency water main break repair of the existing watermain presently located in the pavement area of Mineral Springs Road prior to the sewer repair project by the Town; and

WHEREAS, The Town and the Authority desire to enter into a cooperative agreement to coordinate and facilitate the reconstruction project and the restoration of the watermain repair on Mineral Springs Road in order to achieve cost containment and efficiency;

NOW, THEREFORE, The Parties agree as follows:

1. WATERMAIN REPAIR:

In accordance with the Direct Service Agreement, the Authority repaired a water main leak on a watermain located on Mineral Springs Road in the facility of the Thruway overpass. The watermain was completed and restoration was completed in the spring/summer of 2014. The pavement restoration that is a part of the watermain repair shall be limited to a 10 ft. by 35 ft. area of asphalt pavement and 35 linear feet of concrete gutter replacement. The asphalt restoration and concrete gutter replacement included in the watermain repair restoration will be accomplished by the Town as a part of the sewer repair and restoration project.

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Engineering
Department

2. **SANITARY SEWER REPAIR PROJECT:**

Subsequent to completion of the watermain repair restoration and in accordance with General Municipal Law §103 the Town engaged in repairing sections of sanitary sewer in the same general area as the water main repair in accordance with Town developed specifications and requirements. The sewer repair project shall be substantially complete by summer 2014..

3. **PAVEMENT RESTORATION:**

The Authority has estimated the cost of the water main repair restoration based on the costs established for the authorized contractor under a restoration contract. The Authority has provided a breakdown of the restoration credit for performing pavement restoration within the watermain repair trench limits along the above listed road area. The restoration credit is \$5,164.37.

4. **REIMBURSEMENT:**

Upon completion by the Town of the sewer repair project, the Town shall submit an invoice for \$5,164.37 to the Authority and the Authority shall make payment to the Town within 60 days from receipt of the invoice subject to approval by the Authority Board of Commissioners upon the advisement of the Authority's Executive Engineer.

5. **INDEPENDENT STATUS:**

Nothing contained in the agreement shall be construed to render either the Authority or the Town a partner, employee or agent of the other, nor shall either party have authority to bind the other in any matter, other than set forth in this agreement. It being intended that each party shall remain independent and separate from the other, and fully responsible for its own actions.

6. **INSURANCE:**

The contractor which is awarded the bid shall secure and maintain such insurance as will protect itself from claims under the Workmen's Compensation Act; claims for damages because of bodily injury, including personal injury, sickness or disease, or death of any of its employees or any person other than its employees; and from claims of damages because of injury to or destruction of property including loss of use resulting thereof in the amount as approved by the parties. The contractor shall provide and maintain insurance certifying that each party is additional insurers under the policy. The issuance of the insurance policy shall not release the contractor from any claims in excess of the insurance coverage.

7. **INDEMNIFICATION:**

The parties shall indemnify each other against any and all claims arising from the independent actions of each party, and shall defend and hold harmless the other party from and against all claims, suits, actions, costs, counsel fees, expenses, damages, judgment or decrees based upon or arising out of damaged property or injury to person or other tortuous conduct caused or contributed to it by the other party or anyone under its direction or control or on its behalf in the course of its performance under this agreement.

8. **AMENDMENTS AND MODIFICATIONS:**

No modification, amendment or changes in the watermain portion of the construction project involving the Authority shall be valid unless the Authority is advised in writing and approved of same.

9. **ENTIRE AGREEMENT:**

This Agreement contains the entire Agreement between the parties relating to its subject matter. All prior or contemporaneous contracts, understandings and statements are merged herein.

10. **APPROVAL:**

This Agreement is subject to approval by the respective parties in accordance with the authority granted to each party.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the date above written.

TOWN OF WEST SENECA

By _____
Sheila M. Meegan, Supervisor

ERIE COUNTY WATER AUTHORITY

By _____
Earl L. Jann, Chair

