

WATER AND SEWER MAIN EXTENSION AGREEMENT

This Agreement, entered into by and between **THE TOWN OF LEDYARD**, a municipal corporation acting through its Water Pollution Control Authority, and, **EG Home, LLC EG Shoreline IV LLC**, a Connecticut limited liability company, hereinafter called the “Owner”, whose mailing address for the purpose of carrying out the terms of this Agreement is 3 Pomperaug Office park, Suite 105, Southbury, Connecticut 06488.

WITNESSETH

WHEREAS, the Owner has a serious need to have its properties located at in Ledyard service with 76 **Units** units receiving public water and sewer and has requested the Town of Ledyard Water Pollution Control Authority to provide such service;

WHEREAS, the Town of Ledyard, acting through its Water Pollution Control Authority provides a public water supply and sewer service to portions of the Town of Ledyard, including properties in the vicinity of the town library on State road 117 and will reserve a nominal rate of 7000 gallons/day of sewer service for up to 5 years **commencing upon the filing of the mylars**, after which, if the Owner does not complete the development in 5 years, said rate capacity of 7000 gallons/day at the discretion of the Water Pollution Control Authority may be reallocated to another development; and

WHEREAS, the Town of Ledyard is willing to provide the requested services as long as there is no appreciable cost to the Town of Ledyard and agrees to process a nominal sewer rate of 7000 gallons/day;

NOW, THEREFORE, the parties agree as follows:

1. The Owner agrees to install, at its sole cost and expense, and in accordance with all rules, regulations, ordinances and specifications adopted by the Town of Ledyard, acting through its Water Pollution Control Authority, in accordance with the plan referenced in the plan attachment hereof, the water and sewer main described therein and all appurtenances required in connection therewith by the applicable rules and regulations of the Town of Ledyard Water Pollution Control Authority, including any additional regulations promulgated by its consultant, the City of Groton acting through its Department of Public Utilities and adopted by the Town of Ledyard Water Pollution Control Authority, including the cost of supervision of testing and sanitizing the installed facilities.

Notwithstanding any requirement for individual exterior water meter pits located outside each dwelling unit, the Owner shall have the option to install individual water meters inside each unit. In such event, exterior meter pits shall not be required, and all water usage for each unit shall be measured through the interior meters, provided that the installation and configuration of such interior meters comply with all applicable utility standards and regulatory requirements.

All dwelling units shall be equipped with an individual curb stop for the purpose of controlling water service to that unit. The Association’s governing documents shall grant

permission to the Ledyard Water Pollution Control Authority (WPCA) and/or Groton Utilities, as applicable, to enter upon the property, including any limited common elements, for the purpose of accessing the curb stop and shutting off water service in the event of leaks, repairs, maintenance needs, or emergencies. Such access may occur without prior notice when immediate action is required to protect persons or property.

2. In addition, the Owner agrees to pay the full and actual cost incurred by the Town of Ledyard Water Pollution Control Authority for the following:
 - a. The connection of the water main described in the attached plan hereof to the existing water main ~~in the location of the library across Route 117~~ along the frontage of 1947 Center Groton Rd (Route 117).
 - b. Construction inspection fees incurred by the Town of Ledyard Water Pollution Control Authority.
 - c. Testing of the water main and appurtenant facilities.
 - d. Interconnection of the individual units to the existing water main.
 - e. The connection of the sewer main described in the attached plan hereof to the ~~existing sewer main north of the Bill Library across Route 117~~ low pressure force main located at the corner of Ray Holdridge Circle and Colonel Ledyard Hwy or at a location deemed to be the most efficient and cost effective by EG Shoreline IV LLC.
 - f. Any leak test requirements for the new sewer line installation.
3. The Owner agrees to pay to the Town of Ledyard, in advance of construction, in accordance with a written proposal, the anticipated cost to be incurred by the Town of Ledyard, acting through the Water Pollution Control Authority, for the work to be conducted by the Town of Ledyard as provide in Paragraph 2 of this Agreement. Any funds so collected, which are in excess of actual costs, shall be refunded to the Owner.
4. The Town of Ledyard agrees to pay the full and actual cost of the following:
 - a. The review of the customer's request to determine the relationship to system requirements, size of facilities to be built, and procedures to be followed.
5. Title to all water and sewer mains installed ~~in the state road, DOT right-of-way, or town-owned property~~ under the terms of this Agreement shall vest in the Town of Ledyard which shall assume full responsibility for the maintenance thereof. ~~All water and sewer mains installed on or under the parcel shall be privately owned and maintained by the Homeowner's Association.~~
6. No benefit assessment, special connection charge, or end connection charge shall be applied to or assessed against any building lot developed by the Owner which connects to the water and sewer mains in accordance with paragraph 3 above.

7. All reimbursement to the Owner shall be made to the address contained in this Agreement. It shall be the responsibility of the Owner, in this Agreement, to advise the Town of Ledyard of any changes in address. Should any reimbursement mailed to the Owner be returned for lack of sufficient address, the Town of Ledyard shall be relieved of any further obligation to reimburse the Owner.

Should title to the Owner's property be transferred to any other person, firm or agency, reimbursements shall continue to be made to the Owner as defined in and under the terms of this Agreement.

8. Nothing contained herein shall obligate the Town of Ledyard to make payments to the Owner from their own funds in the event any assessment or charge is found to be illegal, excessive or uncollectible for any reason.

9. In consideration of the commitment by the Town of Ledyard, acting through its Water Pollution Control Authority, to provide water and sewer service to the Owner, the Owner waives any objections, known or unknown, to the regularity or authority for this Agreement.

Dated at Ledyard, Connecticut, this ___ day of

TOWN OF LEDYARD WATER POLLUTION
CONTROL AUTHORITY

_____ By _____ (L.S.)
Edmond Lynch, Its Chairman

_____ EG Homes, LLC EG Shoreline IV LLC

_____ By _____ (L.S.)
