

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 **HABITAT for Humanity of Eastern Connecticut, Inc.**, hereinafter called the “Owner,” whose mailing address for the purpose of carrying out the terms of this Agreement is 377 Broad Street, New London, Connecticut 06320.

WITNESSETH

WHEREAS, the Owner has a legitimate need to have its properties located at lots 8,9, &11 Colby Drive in Ledyard serviced by 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 Colby Drive and will reserve a nominal rate of 11,600 gallons/day for up to 5 years after which if the Owner does not complete the development, said rate capacity of 11,600 gallons/day at the discretion of the Water Pollution Control Authority may be reallocated to another development;

WHEREAS, the Town of Ledyard is going 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 11,600 gallons/day:

NOW, THEREFORE, the parties agree as follows:

1. The Owner, or its agents, in accordance with current policies, procedures and standards adopted by the Town of Ledyard Water Pollution Control Authority and/or its consulting agent, the City of Groton acting through its Department of Public Utilities governing the installation of water mains at customer request on public streets, or streets to be developed as public streets, will install, including all trenching, backfilling and materials, approximately (X’) of eight (8”) Class 52 Ductile Iron water main and necessary appurtenances as specified on a plan entitled “Habitat for Humanity Residential Development Lots 8,9, &11 – Utility plan 4.0 Colby Drive, Ledyard, Connecticut Scale: 1” = 40’ Horiz., August 2024, Alfred Benesch & Company, 120 Hebron Avenue, 2nd Floor, Glastonbury, Connecticut 06033 (860) 633-8341”.
2. The Owner, or its agents, in accordance with current policies, procedures and standards adopted by the Town of Ledyard Water Pollution Control Authority and/or its consulting agent, Weston & Sampson specifications from document “Habitat for Humanity Tie In” governing the installation of sewer mains at customer request on public streets to be developed as public streets, will install, including all trenching, backfilling and materials, approximately (X’) feet of four (4”) inch HDPE low pressure sewer line and necessary appurtenances to be located in, as more fully delineated on a plan entitled “Habitat for Humanity residential Development Lots 8,9, &11 – Utility plan 4.0 Colby Drive Ledyard, Connecticut Scale: 1” = 40’ Horiz. August 2024, Alfred Benesch & Company 120 Hebron Avenue, 2nd Floor Glastonbury, Connecticut 06033 (860) 633 8341”.

3. 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 Paragraph 1 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.
4. 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 Paragraph 1 hereof to the existing water main in Colonel Ledyard Highway;
 - 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 lots known as 8, 9 and 11 Colby Drive to the existing water main;
 - e. The connection of the sewer main described in Paragraph 1 hereof to the existing sewer main in Colonel Ledyard Highway; and
 - f. Any leak test requirements for the new sewer line installation.
5. In advance of construction and in accordance with a written proposal, the Owner agrees to pay to the Town of Ledyard the anticipated cost to be incurred by the Town of Ledyard, acting through its Water Pollution Control Authority, for the work to be conducted by the Town of Ledyard as provided in Paragraph 3 of this Agreement. Any funds collected which are in excess of actual costs shall be refunded to the Owner. [Note that in line 3 "provide" is corrected to "provided."]
6. 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.
7. Title to all water and sewer mains installed under the terms of this Agreement shall vest in the Town of Ledyard which shall assume full responsibility for the maintenance thereof. A benefit assessment is basically a reimbursement to the original developer for constructing and installing a utility at their cost that future developers wish to connect to the said utility. The Town of Ledyard, acting through its Water Pollution Control Authority, agrees that it will levy a benefit assessment, special connection charge (depending on the utility connection requested), or end connection charge (based on

specific utility connection request) against any property owner who connects to the new main during the next ten years and the net amount collected from such charge or assessment shall be remitted to the Owner as partial reimbursement for its expenses under this Agreement. Typically, any benefit assessment shall be computed by multiplying the “cost of the main per benefitted foot” by the benefitted front lot frontage or in the case of end connection by the minimum lot frontage permitted in the zone. State statute section 7-249, “Assessment of benefits” regulates benefit assessments and typically the “cost of the main per benefitted foot” shall be calculated in accordance with the following formula:

Total Cost of Main

$$2 \text{ (Length of main parallel to front lot line)} + \text{(Minimum lot frontage in zone)}$$

However other factors such as land use including residential and commercial areas and access acreage may also contribute to the benefit assessment calculations. Notwithstanding the foregoing paragraph, no benefit assessment, or any special connection 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 main.

8. 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.

9. Nothing contained herein shall obligate the Town of Ledyard to make payments to the Owner from its own funds in the event any assessment or charge is found to be illegal, excessive or uncollectible for any reason.
10. In consideration of the commitment by the Town of Ledyard, acting through its Water Pollution Control Authority, to provide water 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 December, 2024.

TOWN OF LEDYARD WATER POLLUTION
CONTROL AUTHORITY

_____ By _____ (P.E.)
Edmond Lynch, Its Chairman

_____ Sarah H. Lufler, Executive Director
Habitat for Humanity of Easter Connecticut, Inc.

_____ By _____ (L.S.)
