

## **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 **Eastern Connecticut Housing Opportunities, Inc.**, a Connecticut limited liability company, hereinafter called the “Owner”, whose mailing address for the purpose of carrying out the terms of this Agreement is 165 State Street, Suite 311, New London, Connecticut 06320.

### **WITNESSETH**

**WHEREAS**, the Owner has a serious need to have its properties located at lot 15 Stoddard Wharf Road in Ledyard service 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 22,000 gallons/day for up to 5 years after which if the Owner does not complete the development in 5 years said rate capacity of 22,000 gallons/day at the discretion of the Water Pollution Control Authority may be reallocated to another development and

**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 22,000 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 (?) feet of eight (8”) inch Class 52 Ductile Iron water main and necessary appurtenances to be located in, as more fully delineated on a plan entitled **add detailed plan title here** Ledyard, Connecticut Scale: **add detail scale and engineering firm here”**.
2. 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.
3. 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 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 Paragraph 1 hereof to the existing sewer main across Route 117 to the sewer connection next to the library at the end of the multi-purpose trail.
  - f. Any leak test requirements for the new sewer line installation.
4. 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 3 of this Agreement. Any funds so collected, which are in excess of actual costs, shall be refunded to the Owner.
  5. 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.
  6. 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. The Town of Ledyard, acting through its Water Pollution Control Authority, agrees that it will levy a benefit assessment, special connection charge, or end connection charge, 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. Any benefit assessment, special connection charge, or end connection charge 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. The "cost of the main per benefitted foot" shall be calculated in accordance with the following formula:

#### Total Cost Of Main

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

Notwithstanding the foregoing paragraph, 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 main.

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 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 **state month**, state year.

TOWN OF LEDYARD WATER POLLUTION  
CONTROL AUTHORITY

\_\_\_\_\_  
By \_\_\_\_\_ (L.S.)  
Edmond Lynch, Its Chairman

\_\_\_\_\_  
ECHO Homes

\_\_\_\_\_  
By \_\_\_\_\_ (L.S.)

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