

AGREEMENT

WHEREAS, certain residents of Clintonville Road have requested that the Town of Wallingford extend its water main to service their properties, said properties being generally numbered 900 through 925, on Clintonville Road; and

WHEREAS, the Town of Wallingford, Department of Public Utilities, "PUC", is agreeable to installing said water main; and

WHEREAS, those certain residents have each agreed to pay a not to exceed water main extension charge of Six Thousand One Hundred Eleven Dollars (\$6,111.00) in consideration of said water main extension.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. The PUC will extend approximately 1,140 feet of water main in Clintonville Road to service the properties of said residents and will expend the funds necessary to accomplish said extension.
2. The said not to exceed payment includes the excavation of Clintonville Road from the water main to the curb side of each of the properties of said residents.

3. The undersigned, owner of property at 892 Clintonville Road, promises that, in consideration of the matters set forth herein, agrees as follows:

(a) To pay the principal sum of Six Thousand One Hundred Eleven Dollars (\$6,111.00). Payment in full, without interest, shall be due and payable on or before January 1, 1997. If not paid in full by said date, then interest will be charged on an unpaid principal at the rate of Eight Percent (8%) per annum commencing on January 1, 1997, until the full amount of the principal has been paid. Principal and interest shall be payable at the office of the Water Division, 377 South Cherry Street, Wallingford, in five (5) consecutive yearly installments, payable on the first day of each year, commencing on January 1, 1998, until said principal sum with interest has been fully paid and if not paid sooner, the last payment of principal and interest shall be due on January 1, 2002.

(b) That failure to pay any of said installments within Fifteen (15) Days of the due date shall constitute a default in the owners' obligation under this Agreement and the entire principal amount outstanding together with accrued interest thereon shall at once become due and payable and the PUC may, at its option, cause the water to be shut off until payment is made or bring suit to foreclose the lien against the premises created by this Agreement. In the event of default and the PUC

elects to bring suit to collect the amount outstanding, said amount shall thereupon bear interest at the same rate as would unpaid taxes and the undersigned owners also agree to pay the PUC its reasonable costs in enforcing its rights hereunder, including a reasonable attorney's fee and other related litigation and appraisal expenses.

(c) To pay the cost of the installation of water service from the water main to the curb fronting her property at the following rates, depending on the size of her particular service: 3/4 inch @ \$230.00; 1 inch @ \$265.00; 1 1/4 inch @ \$370.00; 1 1/2 inch @ \$425.00; 2 inch @ \$535.00. The installation of such service shall be performed by the Water Division of the PUC and/or the contractor engaged by the PUC to extend and install the water main. The undersigned owner further agrees to pay for furnishing and installing the water meter on her premises in accordance with the rates established by the PUC.

(d) That the installation of water service from the curb fronting her premises to her dwelling house is her responsibility. Additionally, said owner acknowledges that any modifications to her existing plumbing necessary for the installation of said water meter is her responsibility.

(e) That, not later than seven (7) days after notification

by the PUC that she is able to connect to the water main, she will engage authorized contractors to connect her water service to the public water main in accordance with the regulations of the PUC.

4. The Water Division of the Town of Wallingford, Department of Public Utilities strongly recommends the complete abandonment and destruction of the well supplying water to owner's property on or abutting Clintonville Road. The abandonment should be in accordance with procedures and regulations of the State of Connecticut and Town of Wallingford Department of Health. If the owner desires to retain and maintain the local well for irrigation purposes only, the Water Division will allow the owner to use said well subject to the following conditions:

(a) Plans for the irrigation system must be provided to both the local Health Department and the Wallingford Water Division for approval.

(b) The well and irrigation system, including all piping and any storage and pumping facilities, must not be physically located within or connected to any building served by the public water supply.

(c) No physical connection shall ever be permitted between any portion of the domestic water system and the irrigation system. Periodic inspections will be conducted by

representatives of the Water Division pursuant to Public Health Code (PHC) Regulation 19-13-B102(f) to confirm that this condition has been satisfied.

(d) A reduced pressure backflow preventer (RPD) approved by the Water Division must be installed on the service line connection from the Water Division system. The RPD must be installed in accordance with Water Division requirements and be inspected annually by a certified inspector of the Water Division.

(e) The well must be monitored every five (5) years for all water quality parameters included in the PHC Regulation 19-13-B102(c) and (e)(4)(A). Results must be submitted to the Local Health Department.

(f) During critical periods when the Water Division may impose water use restrictions on its customers, the property owner must comply with the same restrictions in order to conserve water.

(g) Approval for use of this well will be expressly for irrigation purposes only and any other use will void approval.

5. In the event that the PUC receives grant money or other funds to defray the expense of extending said water main from any other governmental unit, whether State or Federal, or from the person or entity found to have caused the problems with the

on site water water supply wells of the undersigned owner, then any such monies in excess of the net costs actually incurred by the Water Division shall be proportionally credited to the payment obligation of those certain owner-residents serviced by said water. In the further event that the job of extending said water main costs less than the sum of money paid by the owner, then any such excess shall be likewise so credited. Any such credit shall be paid directly to any owner who has paid their share in full or shall be shown as a credit in one or more of the bills sent to owners paying their share in installments.

6. The undersigned owner of property at 892 Clintonville Road stipulates and agrees that this Agreement shall be a lien upon the land to secure the owner's obligation hereunder and shall run with the land until released and shall bind the undersigned, her heirs, successors and assigns. Said land may be further described as follows:

Commencing at a point on the westerly line of Pond Hill Road, also known as Clintonville Road, 270 feet north of land of Naldo and Gloria K. Pocobello as described in deed recorded in volume 244, page 322 of the Wallingford Land Records; running thence westerly at right angles with the westerly line of said highway for a distance of 290 feet to a point; thence northerly at right angles with the last described line for a distance of 150 feet to a point; thence easterly at right angles with the last described line to the westerly line of said highway; thence southerly along said highway 150 feet more or less to the point or place of beginning.

STATE OF CONNECTICUT)
COUNTY OF NEW HAVEN)

ss. Wallingford

September , 1996

Personally appeared Raymond F. Smith, who acknowledged himself to be the Director of Public Utilities of the Town of Wallingford and that he, as such, being authorized so to do, executed the foregoing Agreement for the purposes therein contained, before me this day of September, 1996.

Commissioner of the Superior Court/
Notary Public