

AGREEMENT

AGREEMENT made this _____ day of June 2024, between
VICTOR N. BURDUKOV, residing at 2546 Upper Mountain Road, Sanborn, New York,
hereinafter called the applicant, and the TOWN OF PENDLETON, a municipal corporation in
the County of Niagara and State of New York, hereinafter called the Town.

WHEREAS, the Town maintains a municipal water system, and

WHEREAS, the applicant owns a residence outside of the Town of Pendleton, in the
Town of Lockport, and desires to purchase water from the Town of Pendleton, for the premises
commonly known as Lockport Road, Lockport, New York, with an SBL # of 122.00-1-48.112.

WHEREAS, the Town will incur additional expense, if the residence of the applicant,
which residence is located outside the Town of Pendleton and the Town Water District, is to be
served by the Town water system, and

WHEREAS, municipal water is not available from the Town of Lockport to service
applicant's residence with water,

NOW, THEREFORE, in consideration of the mutual promises herein contained, it is
understood and agreed as follows:

1. The Town will provide water from the Pendleton system.
2. The applicant agrees to pay to the Town the following amounts: The rate shall be based on applicant's water consumption as metered by the Town meters at applicant's residence at the Town of Pendleton out-of-district rate which is presently the Town in-district water rate times two (double rate). The Town may, at any time, unilaterally, change the rate, or method of charging for out-of-district water service, and applicant agrees to be bound thereby. Said sum

shall be due and payable within 10 days of the date of billing by the Town. Additionally, applicant shall pay any applicable meter installation fee.

3. The applicant agrees to provide access to his residence for meter reading and to perform readings on request.

4. The applicant shall keep the lines from his premises to the Town's water line (including any portion in a highway or street right-of-way) in good repair, and shall pay all costs associated with required repairs, maintenance or replacement and shall perform or allow any leakage tests at any time required by the Town.

5. In the event that this agreement is not complied with or said rental is not paid at the time specified, or any extension thereof granted by the Town, the Town, on thirty (30) days' notice to the owner or then occupant of the property, mailed by first class mail only to the residence serviced, may terminate water services and remove the meter. No service will be reinstated absent full payment of any amounts owed to the Town of Pendleton or its Water District.

6. In the event that the premises to be served under this contract and owned by the applicant becomes serviced directly by the Town of Lockport, this contract shall terminate.

7. In the event that the applicant sells or otherwise transfers the premises referred to herein, notice of the existence of this agreement will promptly be given to the purchasers or transferees prior to the time of transfer. Failure to give such notice or failure of new owners to execute/reaffirm this agreement shall cause immediate termination of services.

8. This agreement shall continue from year to year as long as the Town water is made available to the applicant or his successors in interest in the real property referred to herein. Nothing in this agreement shall require the Town of Pendleton to provide municipal water

service in perpetuity. The Town reserves the right to discontinue such service to premises outside the Town corporate limits upon reasonable notice to the applicant, or their heirs or assigns.

9. The applicant agrees to abide by any ordinance or local law of the Town of Pendleton regulating water sale which may exist in the future, and to pay any fees and/or the cost of any needed equipment or appurtenances.

10. By executing this agreement, Applicant authorizes Town personnel to enter upon this property for the following purposes.

- 1) Termination of water
- 2) Checking for leaks
- 3) Installation/repair of meter

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

VICTOR N. BURDUKOV, Owner/Applicant
Owner/Applicant

TOWN OF PENDLETON

By: _____