



BOARD OF WATER COMMISSIONERS

Regular Meeting Agenda

Tuesday, March 17, 2026 6:15 p.m.

Meeting will be held at the Bristol Water & Sewer Department, Water Filtration Plant, 1080 Terryville Ave., Bristol, CT. or join via Zoom: Meeting ID:845 8206 0075, Passcode: 123456; Dial in: 1-929-205-6099.

1. Call to Order
2. Pledge of Allegiance
3. Moment of Silence
4. Approval of the Minutes of the February 17, 2026 Regular Board Meeting
5. Approval of the Minutes of the March 5, 2026 Special Meeting
6. Approval of the Department Reports for the Month of February 2026
7. Public Participation
8. Customer Correspondence
9. Committee Reports
10. Riverside Avenue Parking Agreement
11. Superintendent's Report
12. Chairperson's Report
13. Old Business
14. New Business
15. Adjournment

Next Meeting: Tuesday, April 21, 2026 6:15 p.m.

BOARD OF WATER COMMISSION

FEBRUARY 17, 2026 - REGULAR MEETING

PRESENT: Chairperson Phelan; Commissioners Dunn, Porrini and Cunningham.

ABSENT: Commissioner Ferrier and Council Liaison Peter Kelley.

STAFF PRESENT: Superintendent Longo; Assistant Superintendents Pagliaruli, Bolduc, Keegan and Dawn LaBella, Office Manager.

1) CALL TO ORDER.

Chairperson Phelan called the meeting of the Board of Water Commission to order at 6:22 p.m.

2) PLEDGE OF ALLEGIANCE.

3) MOMENT OF SILENCE.

4) APPROVAL OF THE MINUTES OF THE JANUARY 20, 2026 REGULAR MEETING.

On motion of Commissioner Dunn and seconded; it was unanimously voted to approve the January 20, 2026 regular meeting minutes as presented.

Motion passed.

5) APPROVAL OF THE DEPARTMENT REPORTS FOR THE MONTH OF JANUARY 2026.

On motion of Commissioner Porrini and seconded; it was unanimously voted to approve the January 2026 Department Reports as presented.

Motion passed.

6) PUBLIC PARTICIPATION.

None.

7) CUSTOMER CORRESPONDENCE.

None.

8) COMMITTEE REPORTS.

A. Budget Committee: No action taken.

9) IMMANUEL LUTHERAN CHURCH EASTER SON-RISE SERVICE

On motion of Commissioner Dunn and seconded; it was unanimously voted to approve Immanuel Lutheran Church request to use the Departments Hills Street property for their Easter Son-Riser Service on April 5, 2026.

Motion passed.

10) SUPERINTENDENTS REPORT.

No action taken.

11) CHAIRPERSONS REPORT.

No action taken.

12) OLD BUSINESS.

None.

13) NEW BUSINESS.

None.

14) ADJOURNMENT.

At 6:58 p.m., on motion of Commissioner Cunningham and seconded; it was unanimously voted to adjourn.

ATTEST: _____
Renee M. LaMarre
Water & Sewer Administrative Assistant

BOARD OF WATER COMMISSION

MARCH 5, 2026 - SPECIAL MEETING

PRESENT: Commissioner Porrini.

PRESENT via Zoom: Chairperson Phelan; Commissioners Dunn and Cunningham; Peter Kelley, Council Liaison.

ABSENT: Commissioner Ferrier.

STAFF PRESENT: Superintendent Longo and Dawn LaBella, Office Manager.

1) CALL TO ORDER.

Chairperson Phelan called the meeting of the Board of Water Commission to order at 8:33 a.m.

2) APPROVAL OF 2026-2027 BUDGET FOR THE WATER DEPARTMENT.

On motion of Commissioner Cunningham and seconded; it was unanimously voted to approve the Fiscal Year 2026-2027 Water Budget.
Motion passed.

3) ADJOURNMENT.

At 8:34 a.m., on motion of Commissioner Cunningham and seconded; it was unanimously voted to adjourn.

ATTEST: _____

Renee M. LaMarre
Water & Sewer Administrative Assistant

BRISTOL WATER DEPARTMENT

FEBUARY 2026

WATER BILLING

Water Bills rendered February 2026	<u>\$752,003.27</u>
Water Bills remaining unpaid as of February 2026	<u>\$468,031.98</u>

PRECIPITATION

For the Month	<u>1.79 "</u>	Normal	<u>2.13 "</u>	Departure from Normal	<u>-0.34 "</u>
For the Year	<u>5.02 "</u>	Normal	<u>3.52 "</u>	Departure from Normal	<u>1.50 "</u>

RESERVOIR CAPACITY

Total Available Capacity - February 2026	<u>1,207,580,000</u>	Gallons	<u>94.463%</u>
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PRODUCTION

Monthly Production - February 2026	<u>130,900,000</u>	Gallons
Monthly Production - February 2025	<u>141,270,240</u>	Gallons

CASH STATEMENT WATER	
BALANCE:FEB 1 2026	4,741,852.79
REVENUE:	
ACCOUNTS RECEIVABLE	815,618.20
SERVICE ACCOUNTS	(506.65)
FINES	
SEWER ACCOUNTS	730,067.79
LIENS	1,482.53
PENALTIES	4,330.15
REMOVE METER	100.00
CLOSING COSTS	5,750.00
REINSTATE FEES	7,175.00
ASSESSMENTS	
ADMIN FEE/LIENS (WPC)	340.00
LAND LEASE	
CELL TOWER LEASE	18,246.33
SCRAP METAL SALES	-
TIMBER SALES	
STATE BOND TRANSFERS	144,347.08
TOTAL REVENUE:	1,726,950.43
TOTAL REVENUE SUPER NOW CHECKING ACCOUNT	1,726,950.43
DISBURSEMENTS (VOUCHERS):	980,098.94
TRANSFERS:	
SEWER TRANSFER (BWSD)	730,067.79
TRANSFER TO PROCUREMENT ACCOUNT	10,000.00
<u>ACCOUNT BALANCES:</u>	
SUPER NOW CHECKING ACCOUNT	
BALANCE: FEB 28 , 2026	4,748,636.49
GOALS ENABLING FUND	
BALANCE: FEB 28 , 2026	5,807,926.91
CONSTRUCTION ACCOUNT	
BALANCE: FEB 1, 2026	177,092.26
DEPOSIT	4,850.00
DISBURSEMENTS	
BALANCE: FEB 28, 2026	181,942.26
PAYROLL CASH ACCOUNT	
BALANCE: FEB 1, 2026	185,102.84
DEPOSIT	255,970.06
DISBURSEMENTS	(251,510.60)
BALANCE: FEB 28 , 2026	189,562.30

2025 2026 BRISTOL WATER DEPARTMENT BUDGET				
Feb-26				
	APPROVED	EXPENDED	EXPENDED	%
	BUDGET	FEBRUARY	TO DATE	TO DATE
CLASSIFICATION	2025 2026	2025 2026	2025 2026	2025 2026
SALARIES	\$ 3,107,958.00	\$2,185.00	\$1,671,245.71	53.77%
FRINGE BENEFITS	\$ 1,746,690.00		\$863,331.58	49.43%
OPERATING SERVICES	\$ 2,744,537.00	\$131,388.25	\$1,807,359.92	65.85%
MATERIALS & SUPPLIES	\$ 1,286,740.00	\$90,599.59	\$835,802.26	64.96%
CAPITAL OUTLAY	\$ 1,966,156.00	\$153,608.90	\$477,291.81	24.28%
GRAND TOTAL	\$ 10,852,081.00	\$377,781.74	\$5,655,031.28	52.11%
OPERATING SERVICES				
LIGHT & POWER	\$ 574,558.00	\$57,218.92	\$340,748.61	59.31%
TELEPHONE	\$ 24,240.00	\$761.53	\$13,429.21	55.40%
POSTAGE	\$ 32,300.00	\$28.27	\$24,916.23	77.14%
ADVERTISING	\$ 1,000.00		\$0.00	0.00%
CLOTHING/UNIFORMS	\$ 6,700.00	\$148.88	\$3,849.06	57.45%
MAINTENANCE/SERVICE	\$ 97,800.00	\$1,952.80	\$26,476.60	27.07%
LEASE	\$ 16,509.00	\$169.27	\$12,885.65	78.05%
CONFERENCE & MEMBERSHIP	\$ 34,950.00	\$200.00	\$8,849.11	25.32%
TAXES	\$ 561,185.00		\$283,738.32	50.56%
PROFESSIONAL SERVICES	\$ 329,220.00	\$17,184.67	\$231,841.76	70.42%
LIENS	\$ 4,300.00	\$230.00	\$3,160.00	73.49%
MISCELLANEOUS	\$ 10,000.00	\$190.16	\$4,392.88	43.93%
CONTRACTOR SERVICES	\$ 628,800.00	\$31,536.48	\$594,152.95	94.49%
DEBT SERVICES	\$ 132,175.00		\$87,612.42	66.29%
SEWER USE FEE	\$ 10,800.00		\$8,100.00	75.00%
NEW BRITAIN AGREEMENT	\$ 280,000.00	\$21,767.27	\$163,207.12	58.29%
TOTAL OPERATING SERVICES	\$ 2,744,537.00	\$131,388.25	\$1,807,359.92	65.85%
SUPPLIES AND MATERIALS				
MOTOR FUELS	\$ 62,857.00		\$28,815.28	45.84%
OFFICE SUPPLIES	\$ 33,285.00	\$3,747.35	\$24,041.74	72.23%
MAINTENANCE SUP & MATERIALS	\$ 496,000.00	\$46,900.36	\$366,985.34	73.99%
MV PARTS & SUPPLIES	\$ 15,150.00	\$2,751.92	\$10,317.40	68.10%
MV SERVICE & REPAIRS	\$ 44,000.00	\$5,272.77	\$29,359.40	66.73%
FUEL OIL	\$ 44,750.00	\$7,932.60	\$26,311.64	58.80%
CHEMICAL TREATMENT	\$ 350,000.00	\$23,994.59	\$188,698.95	53.91%
INSURANCE	\$ 240,698.00		\$161,272.51	67.00%
TOTAL SUPPLIES & MATERAILS	\$ 1,286,740.00	\$90,599.59	\$835,802.26	64.96%
CAPITAL OUTLAY				
CAPITAL EQUIPMENT	\$ 185,000.00	\$153,608.90	\$153,608.90	83.03%
CAPITAL OUTLAY	\$ 761,156.00		\$54,243.08	7.13%
MISC. UTILITY ASSETS	\$ 1,020,000.00		\$269,439.83	26.42%
CAPITAL OUTLAY TOTAL	\$ 1,966,156.00	\$153,608.90	\$477,291.81	24.28%
GRAND TOTAL	\$ 10,852,081.00	\$377,781.74	\$5,655,031.28	52.11%

CITY OF BRISTOL WATER DEPARTMENT			
CAPITAL OUTLAY BUDGET YEAR 2025-26			
	BUDGET REQUEST	EXPENDED FEB	EXPENDED TO-
	2025-2026	2026	DATE
<u>CAPITAL EQUIPMENT</u>			
F150 4-DOOR TO REPLACE TRUCK 16	\$65,000.00	\$50,014.00	\$50,014.00
F550 1 TON DUMP TRUCK W/FISHER PLOW AND SPREADER TO REPLACE TRUCK 14	\$120,000.00	\$103,594.90	\$103,594.90
TOTAL CAPITAL EQUIPMENT	\$185,000.00	\$153,608.90	\$153,608.90
<u>UTILITY ASSETS</u>			
<u>DISTRIBUTION SECTION</u>			
(2) Mueller B101 Tap Machine	\$14,000.00		\$7,152.91
(3) 2" Pump - Wacker PS2800 Sub Pump 2" - 1HP	\$2,000.00		\$0.00
(2) Trash Pump - Wacker PDT3A Diaphragm Pump 3" GX	\$4,000.00		\$0.00
Hilti Hammer Drill	\$1,800.00		\$0.00
Pipe Locators	\$2,400.00		\$0.00
Signage	\$5,000.00		\$0.00
(3) Mueller Electric Power Head	\$5,500.00		\$0.00
TOTAL UTILITY ASSETS DISTRIBUTION SECTION	\$34,700.00	\$0.00	\$7,152.91
<u>METER SHOP SECTION</u>			
5/8" Meters 650@158	\$102,700.00		\$25,940.00
Transmitters 500 @140.00	\$70,000.00		\$43,208.55
1 1/2" T-10 METER (10)	\$8,215.40		\$534.84
1" T-10 METER (10)	\$3,969.30		\$0.00
2" T-10 METER (10)	\$10,553.80		\$5,676.95
2" UME	\$17,094.00		\$0.00
3" NEPTUNE TR/FLO COMPUND UME	\$12,820.52		\$0.00
3" NEPTUNE HP TURBINE UME	\$6,410.24		\$1,923.08
3/4" T-10 METER(20)	\$5,692.40		\$0.00
TOTAL UTILITY ASSETS METER SHOP SECTION	\$237,455.66	\$0.00	\$77,283.42
<u>WATER TREATMENT PLANT SECTION</u>			
Blue White Chemical Feed Pump	\$10,000.00		\$0.00
Chemical Feed Maintenance Parts	\$15,000.00		\$0.00
Flow Meter	\$12,000.00		\$0.00
TOTAL UTILITY ASSETS WATER TREATMENT PLANT	\$37,000.00	\$0.00	\$0.00

CITY OF BRISTOL WATER DEPARTMENT			
CAPITAL OUTLAY BUDGET YEAR 2025-26			
<u>WATERSHED SECTION</u>			
Gravelly Pro Zero Turn 560 EFI992530	\$17,000.00		\$13,990.00
TOTAL UTILITY ASSETS WATERSHED SECTION	\$17,000.00	\$0.00	\$13,990.00
<u>OFFICE SECTION</u>			
REPLACE OFFICE CARPET - LABOR AND MATERIALS	\$4,000.00		\$0.00
OFFICE PAINTING	\$6,000.00		\$0.00
SECURITY UPDATES TO OFFICE	\$100,000.00		\$0.00
OFFICE DRIVEWAY PAVING	\$150,000.00		\$91,663.50
OFFICE ROOF REPLACEMENT	\$100,000.00		\$0.00
BUILDING REPAIRS	\$75,000.00		\$79,350.00
TOTAL UTILITY ASSETS OFFICE SECTION	\$435,000.00	\$0.00	\$171,013.50
TOTAL UTILITY ASSETS	\$761,155.66	\$0.00	\$269,439.83
	BUDGET REQUEST	EXPENDED FEB	EXPENDED TO-
	2025-26	2025	DATE
<u>CAPITAL IMPROVEMENTS</u>			
WATER MAIN REPLACEMENTS	\$200,000.00		\$0.00
HYDRANT REPLACEMENTS	\$160,000.00		\$42,586.08
VALVE REPLACEMENT	\$120,000.00		\$11,657.50
REGULATOR PIT MAINTENANCE	\$80,000.00		\$0.00
REPAIR WATERSHED GARAGE DRAIN	\$10,000.00		\$0.00
MIX ST WELL #4 SURGE AND REPLACE PUMP AND MOTOR	\$70,000.00		\$0.00
REPLACE BUTTERFLY VALVES AT WOLCOTT ST PUMP STATION	\$20,000.00		\$0.00
SLUDGE DISCHARGE VALVE AIR COMPRESSOR	\$40,000.00		\$0.00
WELL REDEVELOPMENT	\$70,000.00		\$0.00
ENGINEERING TO REPLACE STEVENS ST TANK	\$250,000.00		\$0.00
TOTAL CAPITAL IMPROVEMENTS	\$1,020,000.00	\$0.00	\$54,243.58
TOTAL CAPITAL OUTLAY	\$1,966,155.66	\$153,608.90	\$477,292.31

CITY OF BRISTOL WATER DEPARTMENT			
CAPITAL OUTLAY BUDGET YEAR 2025-26			
SCADA IN PROGRESS	\$3,518,095.86	144,347.08	928,316.95
CARRY OVER FROM 2024-2025			
RESERVOIR IMPROVEMENTS	250,000.00		0.00
UPGRADES TO BARLOW ST PUMP STATION	75,000.00		0.00
16" AND 12" VALVE REPLACEMENT	30,000.00		0.00
FLOCCULATION AND SEDIMENTATION EQUIPMENT	120,000.00		0.00
REPLACE STEEL DOORS - WATERSHED GARAGE AND WELLS	\$120,000.00		0.00
UPGRADES TO FIRE ALARM SYSTEM	\$150,000.00		0.00
OPERATOR CREW TRUCK	\$100,000.00		0.00
ENGINEERING TO REPLACE CHAPEL ST TANK	\$150,000.00		0.00
SHRUB ROAD REGULATOR PIT	\$250,000.00		0.00
Rebuild Hill Street Pump	\$70,000.00		0.00
Rebuild High Service Pump	\$55,000.00	35350	35,350.00
PLC and Analyzer Equipment	\$15,000.00		0.00
Chlorine Analyzer	\$9,000.00		5,914.75
REPLACE FLOCCULATORS AT PLANT	\$150,000.00		0.00

INVESTMENT CALCULATIONS						
DIVISION	BANK	AMOUNT	Length	Maturity Date	Interest Rate	Projected Earned Interest
Water	Torrington	\$ 500,000.00	9 months	6/30/2026	3.92%	14,926.22
Water	Liberty	\$ 500,000.00	6 months	4/5/2026	4.15%	10,269.54
Sewer	Liberty	\$ 500,000.00	12 months	10/7/2026	3.59%	17,950.00
Sewer	Thomaston	\$ 500,000.00	6 months	3/31/2026	4%	9,901.95
TOTAL Water & Sewer						53,047.71

2026 SHUT-OFFS BREAKDOWN**Still off to date for non-pay: (40)**

MONTH/ DISTRICT	TERMINATION LETTERS SENT	# ACCTS. OUTSTANDING @ START OF SHUT-OFF DAY	# ACCTS. ACTUALLY SHUT- OFF THROUGHOUT SHUT-OFF DAY	# ACCTS. STILL OFF @ END OF SHUT-OFF DAY	# ACCTS. THAT REMAINED OFF @ END OF MONTH
JANUARY 03	513	80	53	25	9
FEBRUARY 01 2025	346	67	48	13	4
FEBRUARY 01	392	68	39	16	2
MARCH 02	422				
APRIL 03					
MAY 01					
JUNE 02					
JULY 03					
AUGUST 01					
SEPTEMBER 02					
OCTOBER 03					
NOVEMBER 01					
DECEMBER 02					

**BEFORE RECEIVING A TERMINATION LETTER, THE CUSTOMER HAS RECEIVED THEIR ORIGINAL BILL PLUS A SECOND AND THIRD NOTICE.
Example: Invoiced 8/1, 2nd Notice 9/1, 3rd Notice 10/1. THE TERMINATION LETTER IS SENT APPROX. 1 WEEK AFTER 3RD NOTICE.**

Current Monthly Summary ☆

Current Month Payment Summary

Payment Type	Number Of Transactions	Total Paid
PayPal	78	\$13,819.38
Credit/Debit Card	1127	\$224,166.19
PayPal Credit	5	\$1,191.36
EFT (Check)	309	\$86,318.15
Venmo	13	\$1,580.23
Online Bank Direct	250	\$43,027.42
Total	1782	\$370,102.73

Monthly Invoice Summary

Invoice Count
No records to display.

Paperless Statistics

Invoice Type	Paperless
Water	7090

Auto-Pay Statistics

Invoice Type	AutoPay
Water	4146

Customer Registration Statistics

Customer Count	Registered Count	Registered %	Customer Count	Registered Count	Registered %
22385	11243	50.23	5306	4037	76.08

Pay By Text Registration Statistics

REVOCABLE LICENSE AGREEMENT PARKING AND MAINTENANCE

This REVOCABLE LICENSE FOR PARKING AND MAINTENANCE AGREEMENT ("Agreement") is made as of 20 by and between BRISTOL WATER DEPARTMENT, having an address at 119 Riverside Avenue, Bristol, Connecticut ("Dominant Owner"), as owner of the "Dominant Estate" described below, and RIVERSIDE REALTY, LLC, having an address at 165 Riverside Avenue, Bristol, Connecticut.

RECITALS

A. Servient Owner is the fee owner of certain real property in the Town/City of Bristol, County of Hartford, State of Connecticut, more particularly described as 137 Riverside Avenue, Bristol, Connecticut (the "Servient Estate").

B. Dominant Owner is the fee owner of certain real property in the Town/City of Bristol, County of Hartford, State of Connecticut, more particularly described as 119 Riverside Avenue, Bristol, Connecticut (the "Dominant Estate").

C. Servient Owner desires to grant, and Dominant Owner desires to accept, a parking license over a portion of the Servient Estate, all on the terms set forth herein.

AGREEMENT

1. Grant of license. Servient Owner hereby grants, bargains, conveys and confirms to Dominant Owner, for the benefit of and appurtenant to the Dominant Estate, a non-exclusive license for vehicular parking, ingress and egress by vehicles and pedestrians incidental to parking, over the area depicted on Exhibit C (the "Parking Area"). The Parking Area shall be used for the temporary parking of standard passenger vehicles and light trucks serving the Dominant Estate, subject to the restrictions herein. Dominant Owner shall pay \$350.00 per month to Servient Owner payable annually on or around February 1st of each year in the amount of \$4,200.00.

2. Nature And Appurtenance. This revocable license may be revoked at any time with sixty (60) days notice from either party.

3. Scope Of Use; Limits. (a) No storage, repair work, loading operations, or overnight parking of commercial vehicles is permitted unless expressly agreed in writing by Servient Owner. (b) Dominant Owner shall not block fire lanes or interfere with access to improvements on the Servient Estate. (c) The License does not grant any rights outside the Parking Area. Use outside the Parking Area is prohibited and shall not ripen into prescriptive rights.

4. Maintenance And Repair (Dominant Owner Responsibility). (a) Dominant Owner, at its sole cost and expense, shall maintain, repair, and replace the Parking Area in a good, safe, and neat condition consistent with comparable commercial parking facilities, including without limitation: snow and ice control; pavement sweeping; crack sealing; patching; resurfacing and reconstruction when reasonably necessary; sealcoating; restriping and signage; maintaining wheel stops; keeping catch basins, drainage structures, and related piping serving the Parking Area clear and functional; maintaining and replacing any lighting installed by Dominant Owner; and keeping the Parking Area free of rubbish and debris. (b) Standards. Work shall be performed in a good and workmanlike manner and in compliance with applicable laws and codes. Resurfacing or reconstruction shall use materials at least equivalent to the existing specification and in accordance with then-current industry standards. (c) Timing. Snow and ice shall be reasonably addressed to permit safe access during customary business hours and, in any event, with commercially reasonable promptness following storms. (d) Damage. Dominant Owner shall promptly repair any damage to the Servient Estate caused by Dominant Owner's use, maintenance, or invitees. Any improvements must be approved by the Servient Estate in writing before doing any improvements.

5. Insurance And Indemnity. (a) Dominant Owner shall maintain commercial general liability insurance covering its use and maintenance of the Parking Area with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate (or such reasonable increases as typical for comparable properties), naming Servient Owner as an additional insured on a primary and non-contributory basis. Certificates shall be provided upon request. (b) To the fullest extent permitted by law, Dominant Owner shall indemnify, defend, and hold harmless Servient Owner and Servient Owner's affiliates from and against third-party claims, damages, losses, and expenses (including reasonable attorneys' fees) to the extent arising out of the negligent acts or omissions or willful misconduct of Dominant Owner or its contractors, agents, employees, tenants, licensees, or invitees in connection with the use or maintenance of the Parking Area, except to the extent caused by the negligence or willful misconduct of Servient Owner or its agents.

6. This license is issued to the Bristol Water Department only and is not assignable to any third party.

7. The parties agree that this license does not create any permanent property rights that the Dominant Estate can claim.

8. Compliance With Laws. Dominant Owner shall, at its expense, comply with all applicable laws, codes, and ordinances relating to the Parking Area and its use and maintenance, including ADA/ABA accessibility requirements as applicable to striping and accessible stalls serving the Dominant Estate.

9. Default And Remedies. If either party defaults in any material obligation hereunder and fails to cure within thirty (30) days after written notice (or, if not reasonably curable within thirty (30) days, fails to commence cure within such period and diligently pursue to completion within a reasonable time), the non-defaulting party may pursue all remedies at law or in equity, including specific performance and injunctive relief. No consequential or punitive damages shall be recoverable.

10. Taxes And Liens. Dominant Owner shall pay when due any personal property taxes or use-related charges attributable to its installations in the Parking Area, and shall keep the Servient Estate free from mechanics' liens arising from Dominant Owner's work. If a lien attaches, Dominant Owner shall bond off or discharge it within thirty (30) days of notice.

11. Non-Merger; Subordination; SNDA. Rights herein shall not merge with any other rights between the parties unless expressly stated in a recorded instrument. Each party shall execute commercially reasonable documents to evidence subordination, non-disturbance, or attornment as customary, provided the essence of this Easement is preserved.

12. Estoppel Certificates. Upon not less than ten (10) business days' prior written request, each party shall execute and deliver an estoppel certificate confirming the status of this Agreement and defaults, if any.

13. Notices. All notices shall be in writing and delivered by hand, nationally recognized overnight courier, or certified mail, return receipt requested, to the parties at the addresses set forth above (or as updated by notice). Notices are deemed given upon delivery (or refusal).

14. Further Assurances. Each party shall execute and record such further instruments and take such actions as reasonably necessary to carry out the intent of this Agreement, including revised exhibits conforming to an as-built survey of the Parking Area.

15. Severability. If any provision is determined invalid or unenforceable, the remainder shall not be affected, and the provision shall be enforced to the maximum extent permitted.

16. Governing Law; Venue. This Agreement shall be governed by the laws of the State of Connecticut. Venue shall lie in the courts of the State of Connecticut having jurisdiction over the Servient Estate.

17. Entire Agreement; Amendments; Counterparts. This Agreement constitutes the entire agreement regarding the subject easement and supersedes prior understandings. It may be amended only by a written instrument executed by the record owners of the Servient Estate and Dominant Estate and recorded. This Agreement may be executed in counterparts and by electronic signatures, each of which shall be deemed an original.

SIGNATURES

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Dominant Owner: _____

By: _____

Name: _____

Title (if entity): _____

Servient Owner: _____

By: _____

Name: _____

Title (if entity): _____

STATE OF CONNECTICUT

COUNTY OF _____

On this day of _____, 20 before me, the undersigned, personally appeared
_____, (

☐ personally known to me or

☐ proved to me on the basis

of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged that he/she/they executed the same for the purposes therein
contained, and, if applicable, in the capacity therein stated.

Notary Public

My Commission Expires: _____

EXHIBIT A
LEGAL DESCRIPTION OF SERVIENT ESTATE

137 Riverside Avenue, Bristol, CT

