

AGREEMENT

THIS AGREEMENT made the 7th day of October, 2014, by and between the **TOWN OF CHESHIRE**, a municipal corporation having its territorial limits within the County of New Haven, and State of Connecticut, acting herein by and through its Town Manager and its Water Pollution Control Authority (hereinafter "**CHESHIRE**"), and the **TOWN OF WALLINGFORD**, a municipal corporation having its territorial limits within the County of New Haven, and State of Connecticut, acting herein by its Public Utilities Commission, acting as its Water Pollution Control Authority, and by William W. Dickinson, its Mayor, (hereinafter "**WALLINGFORD**")

WITNESSETH:

WHEREAS, WALLINGFORD owns and operates a sewer treatment plant and sanitary sewer collection system which is situated in various parts of said Town and which extends to a point in Alison Avenue in the Town of Wallingford fronting property at #44 Alison Avenue, which property is located partially in the Town of Wallingford and partially in the Town of Cheshire, as shown on a map entitled "As-Built Sewerage System, Public Utilities Commission, Town of Wallingford, New Haven County, Conn. - Alison Avenue," Scale 1" =40' Horiz. and 4' Vert., dated August 1979, revised to December 1981, prepared by Bienstock & Lucchesi, P.C., which map is on file in the offices of the Wallingford Water and Sewer Divisions; and

WHEREAS, Philip E. and Janice M. Surato (hereinafter "Owner"), have requested that they be permitted to construct a sanitary sewer lateral connection and appurtenances to serve certain property owned by them and known as #44 Alison Avenue, Wallingford and Cheshire Connecticut which #44 Alison Avenue is more particularly described on **EXHIBIT A** attached hereto and made a part thereof and is hereinafter referred to as "the Premises" and which sewer lateral and appurtenances will be located partially within the Town of Wallingford and partially within the Town of Cheshire and be connected to Wallingford's public sanitary sewer system as shown on a sketch entitled "44 Alison Avenue - Proposed Sanitary Sewer Lateral Connection" Prepared by Wallingford Water and Sewer Divisions (not to scale) dated September 4, 2012, which is attached hereto as Exhibit B and made a part hereof and hereinafter referred to as the "**PLAN**"; and

WHEREAS, CHESHIRE desires that **WALLINGFORD** allow the disposal of sewage from the Premises, as shown on the **PLAN**, through Wallingford's collection and sewer treatment facilities; and

WHEREAS, WALLINGFORD is willing to permit **OWNER** to dispose of sewage generated at the Premises, as shown on said **PLAN**, (except that such service shall not include service to basement fixtures without the prior review and approval by **WALLINGFORD**), through **WALLINGFORD'S** facilities in consideration for **CHESHIRE'S** permitting and cooperating with **WALLINGFORD**, where appropriate, to impose connection charges; use charges, and other appropriate fees, charges, and assessments (including lien fees), as hereinafter set forth, and agreeing to pay any such connection charges; use charges; and other appropriate fees, charges, and assessments (including lien fees) which the owners fail or refuse to pay, and permitting **WALLINGFORD'S** applicable sewer regulations to be enforced.

NOW, THEREFORE, in consideration of the mutual promises of the parties hereinafter contained and pursuant to the authority granted to **CHESHIRE** and **WALLINGFORD** by Sections 7-247 and 7-723 of the Connecticut General Statutes, **WALLINGFORD** and **CHESHIRE** do hereby agree as follows:

1. **WALLINGFORD** agrees to permit **CHESHIRE**, its agents and contractors employed by **CHESHIRE**, or the agents and contractors of **OWNER**, to enter upon and excavate in, under, and through that portion of Alison Avenue in **WALLINGFORD** for the purposes of making a connection to **WALLINGFORD'S** sanitary sewer main for said sanitary sewer lateral to service #44 Alison Avenue and for constructing, operating, servicing, testing, maintaining, and repairing said sanitary sewer lateral and other appurtenances, all in accordance with the ordinances and pertinent rules and regulations of **WALLINGFORD**, subject, however, to any property rights of others in and to the property crossed by said sewer lateral or sewer line.
2. **CHESHIRE** agrees that the sanitary sewer lateral and appurtenances installed by **OWNER** shall be the property of, and shall be owned and maintained by, **OWNER**, its successors and assigns, and shall be subject to the same ordinances; rules and regulations; controls and conditions of use; connection charges; use charges; and other appropriate fees, charges, and assessments (including lien fees) as are applicable to other sanitary sewer facilities located in Wallingford and connected to Wallingford's sanitary sewer collection system, except that such service shall not include service to basement fixtures without the prior review and approval by **WALLINGFORD**.
3. **WALLINGFORD** agrees to waive any and all rights, if any to regulate or to assess **CHESHIRE** for tax assessments or connection charges; use charges; and other appropriate fees, charges, and assessments (including lien fees) on the sanitary sewer lateral and appurtenances installed pursuant to this Agreement. **WALLINGFORD** agrees to permit **OWNER** – and no others – to connect into said sewer, provided that written application is first made to Wallingford's Water and Sewer Divisions for such right to connect and provided that **OWNER** shall pay **WALLINGFORD** a connection charge, use charges; and other appropriate fees, charges, and assessments, equal to an amount to be then determined in accordance with the connection charge; use charges; and other appropriate fees, charges, and assessments in effect at the time of the connection or as such may be amended from time to time by **WALLINGFORD**.
4. **CHESHIRE** agrees that the use of the sanitary sewer system shall be in conformance with the rules and regulations established by **WALLINGFORD**, as they may be hereafter amended. **WALLINGFORD** reserves the right, and **CHESHIRE** acknowledges **WALLINGFORD'S** rights, to remove any violators of **WALLINGFORD'S** regulations from the system located in **WALLINGFORD** and to seek or impose such fines, liens (including lien fees), other remedies as may be authorized by law and/or agreement of the parties.

5. **WALLINGFORD** shall notify **CHESHIRE** when any person owning the Premises applies for permission to connect to the aforementioned sewer system. The connecting property owner shall then obtain a Sewer Connection Permit from **WALLINGFORD** and shall pay all necessary permit and inspection fees, connection charges; use charges; and other appropriate fees, charges, and assessments to **WALLINGFORD**. The complete cost of the hookup shall be borne by **OWNER**, including the cost of constructing and connecting the lateral and appurtenances to sewer main line (road excavation, repair, pipe, etc.) to serve the Premises, as shown on the Plan. All work shall be inspected and approved by **WALLINGFORD'S** Water and Sewer Divisions.
6. **CHESHIRE** agrees that **WALLINGFORD** may perfect any liens for connection charges; use charges; and other appropriate fees, charges, and assessment that are levied by **WALLINGFORD** upon the Property for utilizing the sewer facilities as permitted in this Agreement in the manner set forth in Section 7-254 and 7-258 of the Connecticut General Statutes, as **CHESHIRE** would be permitted to perfect if the Property were connected to **CHESHIRE** sewer facilities and hereby assigns it rights granted by said statute to do so to **WALLINGFORD**.
7. Should **OWNER** fail to pay any connection charges; use charges; or other appropriate fees, charges, and assessments, or should any liens filed by **WALLINGFORD** pursuant to this Agreement become unenforceable or be foreclosed, discharged, or divested in any judicial or non-judicial procedure affecting the Premises, **CHESHIRE** hereby agrees to pay to **WALLINGFORD** within sixty (60) days of demand by **WALLINGFORD** such connection charges; use charges; and other appropriate fees, charges, and assessments which may be imposed by **WALLINGFORD** for services to the Premises as permitted by this Agreement, including all lien fees, interest, costs of collection, and reasonable attorneys' fees in the enforcement of the liens or other collection procedures, providing **WALLINGFORD** assigns the amounts owed to **WALLINGFORD** and all security therefor, if any, to **CHESHIRE**. **WALLINGFORD** shall have the sole option of determining whether to seek payment from **CHESHIRE** or from the property owner and the sole option of determining at what time after default by the property owner **WALLINGFORD** makes demand upon **CHESHIRE** for payment. In no event, however, shall **WALLINGFORD** make such demand of **CHESHIRE** later than one year from the date that **WALLINGFORD** determines that the **OWNER** is in default.
8. **WALLINGFORD** shall promptly notify **CHESHIRE** of any connection charges; use charges; and other appropriate charges and assessments which are past due, in the same manner as it notifies a property owner in default. Any demands of **WALLINGFORD** for payment by **CHESHIRE** pursuant to Paragraph 7 of this agreement shall be in writing and made pursuant to paragraph 10 of this Agreement.
9. In all matters relating to this Agreement, **CHESHIRE** and **WALLINGFORD** shall cooperate fully to accomplish the purposes of this Agreement.

10. Unless otherwise provided in this Agreement, any notices permitted or required by the parties under this Agreement shall be made by certified mail, return receipt requested to the following addresses:

WALLINGFORD: Director of Public Utilities Town of Wallingford 100 John Street Wallingford, CT 06492	CHESHIRE: Town Manager Town of Cheshire 84 South Main Street Cheshire, CT 06410
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11. This Agreement is to remain in full force and effect until such time as WALLINGFORD and CHESHIRE may mutually agree, in writing, to modify, amend, to terminate this Agreement.

IN WITNESS WHEREOF, the parties here hereunto set their hands and seals the dates below written.

**SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:**

**WALLINGFORD PUBLIC UTILITIES
COMMISSION**

Kathleen A. White
Kathleen A. White

Mary H. Duenas
Mary H. Duenas

BY: [Signature]
Robert N. Beaumont
Its Chairman, Duly Authorized

TOWN OF WALLINGFORD

Linda S. Miele
Linda S. Miele

Jean M. Stave
Jean M. Stave

BY: [Signature]
William W. Dickinson, Jr.
Its Mayor, Duly Authorized

**CHESHIRE WATER POLLUTION
CONTROL AUTHORITY**

Kerry Deane

Jane Ray

BY:

[Signature]

**Tim Pelton
Its Chairman, Duly Authorized**

TOWN OF CHESHIRE

[Signature]

ARNETT T. TALBOT

Patricia Sepp
PATRICIA SEPP

BY:

[Signature]

**Michael A. Milone
Its Town Manager, Duly Authorized**

Approved as to form this 14th day of October, 2014.

[Signature]

**GERALD E. FARRELL, SR.
WALLINGFORD TOWN ATTORNEY**

Approved as to form this 15th day of August, 2014.

[Signature]

**ALFRED E. SMITH, JR.
CHESHIRE TOWN ATTORNEY**

STATE OF CONNECTICUT)
) SS. TOWN OF WALLINGFORD
COUNTY OF NEW HAVEN)

On this the 5th day of September, 2014, before me, the undersigned office, personally appeared ROBERT N. BEAUMONT, who acknowledged himself to be the Chairman of the WALLINGFORD PUBLIC UTILITIES COMMISSION, municipal agency, and that he is, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of the agency.

IN WITNESS WHEREOF, I hereunto set my hand.

Kathleen A. White

~~Commissioner of the Superior Court~~
Notary Public
My Commission Expires: 3/31/17



STATE OF CONNECTICUT)
) SS. TOWN OF WALLINGFORD
COUNTY OF NEW HAVEN)

On this the 7th day of October, 2014, before me, the undersigned office, personally appeared WILLIAM W. DICKINSON, JR., who acknowledged himself to be the Mayor of the TOWN OF WALLINGFORD, municipal corporation agency, and that he is, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of the Town.

IN WITNESS WHEREOF, I hereunto set my hand.

Joan M. Stave

~~Commissioner of the Superior Court~~
Notary Public
My Commission Expires: 6/30/19



JOAN M. STAVE
NOTARY PUBLIC
My Commission Expires June, 30 2019

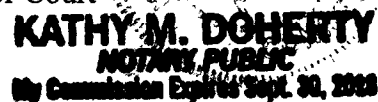
STATE OF CONNECTICUT)
) SS. TOWN OF CHESHIRE
COUNTY OF NEW HAVEN)

On this the 18th day of August, 2014, before me, the undersigned office, personally appeared TIM PELTON, who acknowledged himself to be the Chairman of the CHESHIRE WATER POLLUTION CONTROL AUTHORITY, municipal agency, and that he is, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of the agency.

IN WITNESS WHEREOF, I hereunto set my hand.



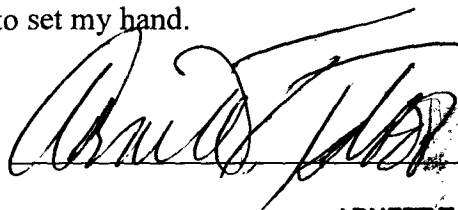
Commissioner of the Superior Court
Notary Public
My Commission Expires:



STATE OF CONNECTICUT)
) SS. TOWN OF CHESHIRE
COUNTY OF NEW HAVEN)

On this the 13th day of AUGUST, 2014, before me, the undersigned office, personally appeared MICHAEL A. MILONE., who acknowledged himself to be the Town Manager of the TOWN OF CHESHIRE, municipal corporation agency, and that he is, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of the Town.

IN WITNESS WHEREOF, I hereunto set my hand.



Commissioner of the Superior Court
Notary Public
My Commission Expires:



EXHIBIT A

#44 Alison Avenue, Cheshire and Wallingford, CT
Property of Philip E. and Janice M. Surato

All that certain piece or parcel of land, with all the buildings and improvements thereon, situated partly in the Town of Wallingford, and partly in the Town of Cheshire on the westerly side of Alison Avenue and shown as Lot No. 55 on a map entitled "Hillsite, Cook Hill Rd. & Tuttle Ave. Wallingford & Cheshire, Conn. Developed by I.H. Hill, Scale: 1"=100' Nov. 10, 1960", on file with the Town Clerks of Wallingford and Cheshire and bounded as follows:

NORTHERLY: 350 feet, more or less, on Lot No. 56, as shown on said map;
EASTERLY: 180 feet on Alison Avenue, as shown on said map;
SOUTHERLY: 440 feet, more or less, on Lot No. 54, as shown on said map; and
WESTERLY: 210 feet, more or less, on land now or formerly of A. Destagano, as shown on said map.

EXHIBIT "B"

