

**AGREEMENT**

THIS AGREEMENT made the 7<sup>th</sup> day of October, 2014, by and between **PHILIP E. SURATO** and **JANICE M. SURATO**, of the Town Of Cheshire, State of Connecticut, (hereinafter "**OWNER**"); the **TOWN OF CHESHIRE**, a municipal corporation having its territorial limits within the County of New Haven and State of Connecticut, acting herein by 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, OWNER** has represented that it is the owner of property 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 hereof and is hereinafter referred to as the "**PREMISES**"; and

**WHEREAS, OWNER** has requested that it be permitted to construct a sanitary sewer lateral connection and appurtenances to service the existing single-family house situated on 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 collection 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** and **WALLINGFORD** have agreed to enter into an agreement (referred to herein as the "**CHESHIRE/WALLINGFORD AGREEMENT**") to permit **OWNER** to dispose of sewage generated at the **PREMISES** through Wallingford's facilities (except that such service shall not include service to basement fixtures without the prior review and approval by **WALLINGFORD**), which agreement is attached hereto as Exhibit C, and by reference made a part hereof; and

**WHEREAS**, by negotiations and discussions, the parties have reached an agreement relating to the design, layout, details, inspection requirements, connection charges, use charges, and other appropriate fees, charges, and assessments, and other matters relating to said sewer lateral and appurtenances.

**NOW, THEREFORE**, in consideration of the mutual covenants, agreements, and understandings herein contained, the parties agree as follows:

1. **OWNER** agrees to construct and install, at its sole expense, a sewer lateral and appurtenances to service the existing house at #44 Alison Avenue, Wallingford and Cheshire, Connecticut, in accordance with the alignment and grades as indicated on the **PLAN**.
2. **OWNER** agrees that the sanitary sewer lateral and appurtenances, up to and including the connection to the sanitary sewer main in Wallingford, as installed by

**OWNER**, shall be the property of, and shall be maintained by, **OWNER**, its successors and assigns, and shall be subject to the same ordinances, rules, regulations, controls, 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.

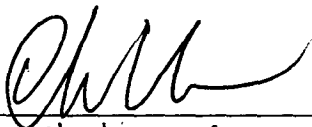
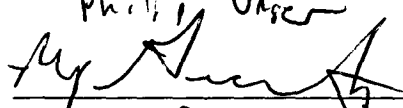
3. All construction being done by **OWNER** or its contractors shall be accomplished to the exact specifications as will be provided by **WALLINGFORD**.
4. All costs, including, but not limited to, costs of engineering, inspections, construction, easements, etc., shall be paid by **OWNER**.
5. **OWNER**, for itself and its successors and assigns, hereby waives any and all rights of appeal with respect to any sewer assessment that **WALLINGFORD** may levy pursuant to the provision of the Connecticut General Statutes, reserving, however, any rights of appeal for the land abutting said line as shown on said Plans that it may have only with respect to a supplemental assessment as provided for under Section 7-251 of the Connecticut General Statutes and the **CHESHIRE/WALLINGFORD AGREEMENT**.
6. **OWNER** agrees that prior to commencing any of the aforementioned construction, all necessary permits and bonds shall be obtained by it from all applicable federal, state, and local officials or agencies insuring that specified work will be accomplished to the exact specifications of the appropriate regulatory bodies.
7. **OWNER** agrees that, prior to commencing any of the aforesaid construction, arrangements will be made with the Wallingford Water and Sewer Divisions to inspect said installation to ensure said construction meets **WALLINGFORD'S** specifications. The cost of said inspection shall be paid for by **OWNER** before the sewer lateral and appurtenances will be accepted, and the use thereof permitted, by **WALLINGFORD**.
8. All submissions to **WALLINGFORD** are to be in compliance with the provisions of the "Rules and Regulations of the Town of Wallingford Department of Public Utilities Sewer Division."
9. **OWNER** agrees, for itself and its successors and assigns, that it will pay all connection charges, use charges, and other appropriate fees, charges and assessments (including lien fees) that are levied upon the **PREMISES** pursuant to the regulations and resolutions of **WALLINGFORD**; that **OWNER** hereby grants to **WALLINGFORD** and to **CHESHIRE** a continuing and inchoate lien for said connection charges, use charges, and other appropriate fees, charges, and assessments (including lien fees) upon the **PREMISES** set forth in Exhibit A; and that owner agrees that **WALLINGFORD** and **CHESHIRE** may perfect said liens in the manner set forth in Sections 7-254 and 7-258 of the Connecticut General Statutes.


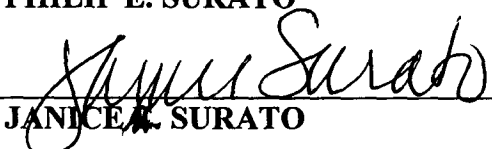
10. **OWNER** agrees, for itself and its successors and assigns, to comply in all respects with **WALLINGFORD'S** rules and regulations governing use of the sewers and all other laws, as from time to time promulgated or amended by **WALLINGFORD** or the state or federal government, such as, but not limited to, the Federal Water Pollution Control Act or Federal Regulations, and rules and regulations imposed by the Department of Environmental Protection. **WALLINGFORD'S** Rules and Regulations are on file at the office of the Town of Wallingford Water and Sewer Divisions.
11. **OWNER** agrees, for itself and its successors and assigns, to indemnify **WALLINGFORD** and **CHESHIRE** and hold them harmless from any and all claims of any nature for any loss or damage sustained or claimed by it based upon malfunctioning or faulty design of the public sanitary sewer facilities of **WALLINGFORD**, whether by way of negligence, nuisance, or otherwise, unless caused by the intentional acts of **WALLINGFORD**.
12. **OWNER** agrees, for itself and its successors and assigns, that if any connection charges, use charges, and other appropriate fees, charges, and assessments (including lien fees) are not paid pursuant to **WALLINGFORD'S** rules, regulations and resolutions, **WALLINGFORD**, or its designated agent, may cause the sewer service to be shut off from use by the **PREMISES**.
13. Except as otherwise provided herein, all the conditions and agreements contained herein shall apply to and be binding upon the executors, administrators, successors, and assigns of the respective parties.
14. This agreement is further subject to, and condition upon, the approval of the **CHESHIRE/WALLINGFORD AGREEMENT** pursuant to Section 7-273 of the Connecticut General Statutes.
15. After execution by all parties of this Agreement and of the **CHESHIRE/WALLINGFORD AGREEMENT** and prior to the construction of the sewer lateral and appurtenances, this Agreement and the **CHESHIRE/WALLINGFORD AGREEMENT** shall be filed by **OWNER** on the Land Records of the Town of Wallingford and the Town of Cheshire, free and clear of all economic encumbrances, such as mortgages, deeds of trusts, assignments, all other economic liens or grants, and the like. Within ten (10) days after the filing of the agreements on the Cheshire and Wallingford Land Records, Owner shall provide to **WALLINGFORD** and to **CHESHIRE** a Certificate of Title by an attorney licensed to practice law in the State of Connecticut for the benefit of both the Town of Wallingford and the Town of Cheshire and acceptable to the Department of Law of the Town of **WALLINGFORD** and to the Town Attorney of the Town of **CHESHIRE**, showing said Agreements recorded, free and clear of all such encumbrances as described hereinabove. Failure of **OWNER** to file said Agreements and/or provide the Certificate of Title as set forth above, shall be an event of default, and this Agreement shall become void and of no further force and effect.

- 16. This Agreement may be terminated by written agreement of the parties or automatically terminated if the CHESHIRE/WALLINGFORD AGREEMENT is terminated.
- 17. This Agreement shall be binding and inure to the benefit of the Town of WALLINGFORD, the Town of CHESHIRE and the OWNER, their successors and assigns.

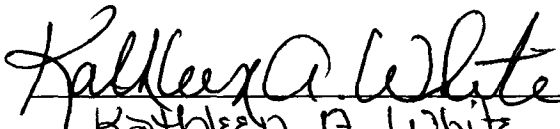
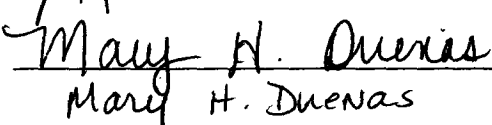
IN WITNESS WHEREOF, the parties here hereunto set their hands and seals the dates below written.

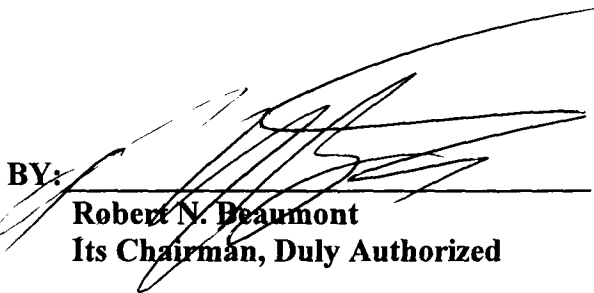
**SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:**

  
 \_\_\_\_\_  
 Philip Unser  
  
 \_\_\_\_\_  
 Philip Gianpietro Sr.



**OWNER**  
  
 \_\_\_\_\_  
**PHILIP E. SURATO**  
  
 \_\_\_\_\_  
**JANICE A. SURATO**


**WALLINGFORD PUBLIC UTILITIES  
COMMISSION**

  
 \_\_\_\_\_  
 Kathleen A. White  
  
 \_\_\_\_\_  
 Mary H. Duenas

**BY:**   
 \_\_\_\_\_  
**Robert N. Beaumont**  
**Its Chairman, Duly Authorized**

**TOWN OF WALLINGFORD**

  
 \_\_\_\_\_  
 Linda S. Miele  
  
 \_\_\_\_\_  
 Joan M. Stave

**BY:**   
 \_\_\_\_\_  
**William W. Dickinson, Jr.**  
**Its Mayor, Duly Authorized**

**CHESHIRE WATER POLLUTION  
CONTROL AUTHORITY**

*Kary Deles*

*Janet Ray*

BY: *[Signature]*  
**Tim Pelton**  
Its Chairman, Duly Authorized

**TOWN OF CHESHIRE**

*[Signature]*

ARNETT T. TALBOT  
*Patricia Sepp*  
PATRICIA SEPP

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

Approved as to form this 14<sup>th</sup> day of October, 2014.

*[Signature]*  
GERALD E. FARRELL, SR.  
WALLINGFORD TOWN ATTORNEY

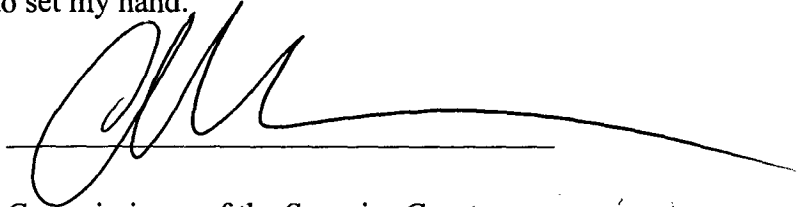
Approved as to form this 15<sup>th</sup> day of August, 2014.

*[Signature]*  
ALFRED E. SMITH, JR.  
CHESHIRE TOWN ATTORNEY

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

On this the 1<sup>st</sup> day of July, 2014, before me, the undersigned officer, personally appeared PHILIP E. SURATO and JANICE M. SURATO, who executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand.



Commissioner of the Superior Court  
Notary Public  
My Commission Expires:

STATE OF CONNECTICUT ) **My Commission Expires:**  
 ) **4/30/2019**  
 ) SS. TOWN OF WALLINGFORD  
COUNTY OF NEW HAVEN )

On this the 5<sup>th</sup> day of September 2014, before me, the undersigned officer, 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.



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 7<sup>th</sup> day of October, 2014, before me, the undersigned officer, 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:

**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 18<sup>th</sup> day of August, 2014, before me, the undersigned officer, 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.

Kathy M. Doherty

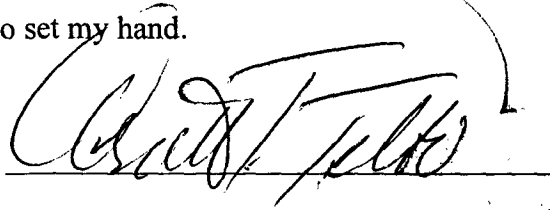
Commissioner of the Superior Court  
Notary Public  
My Commission Expires:

**KATHY M. DOHERTY**  
**NOTARY PUBLIC**  
My Commission Expires Sept. 30, 2019

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

On this the 13<sup>th</sup> day of AUGUST, 2014, before me, the undersigned officer, 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~~  
Christine Talbot  
Notary Public  
State of Connecticut  
My Commission Expires 10/31/2017

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6/23/14



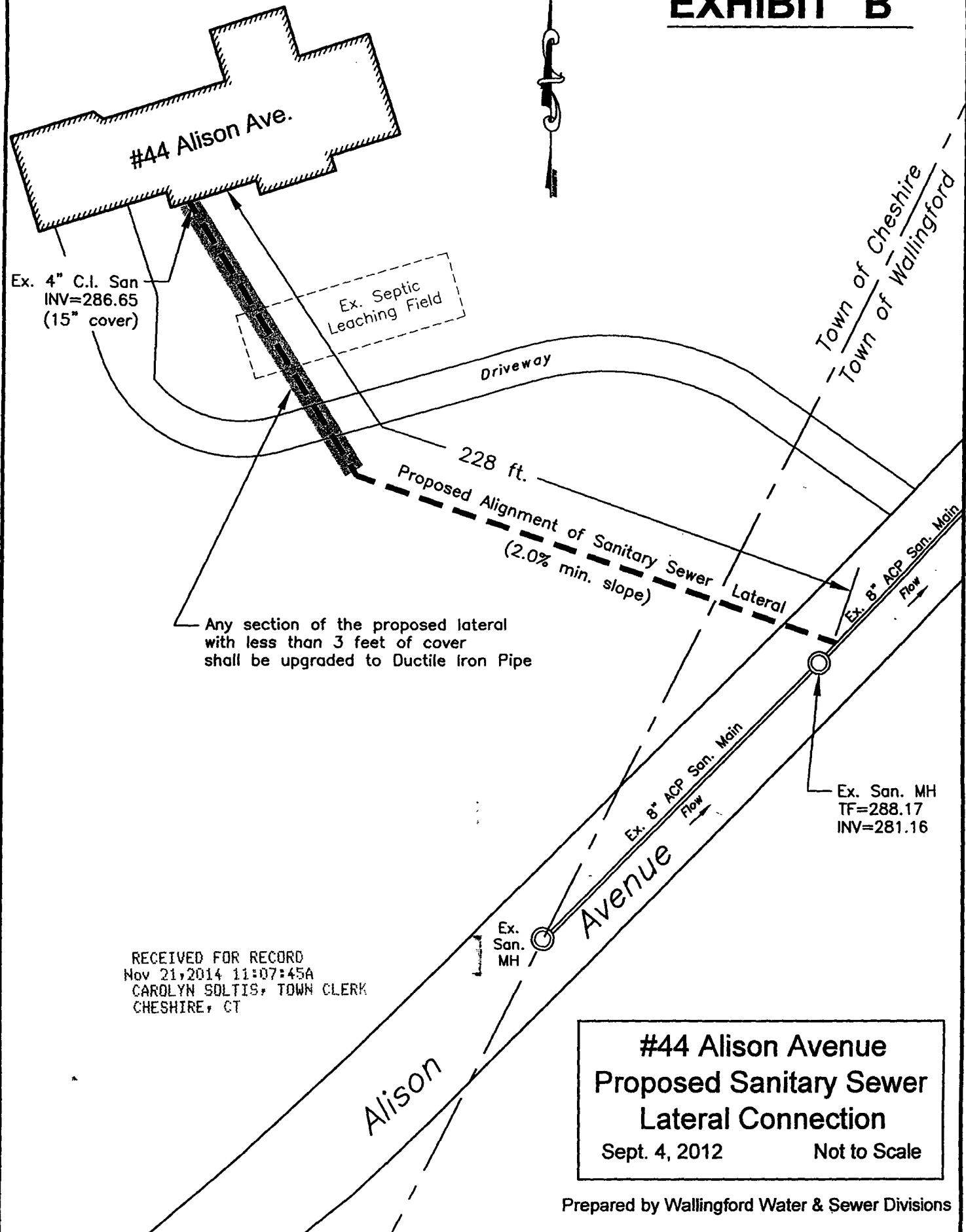
EXHIBIT A

#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"



Any section of the proposed lateral with less than 3 feet of cover shall be upgraded to Ductile Iron Pipe

RECEIVED FOR RECORD  
Nov 21, 2014 11:07:45A  
CAROLYN SOLTIS, TOWN CLERK  
CHESHIRE, CT

**#44 Alison Avenue  
Proposed Sanitary Sewer  
Lateral Connection**  
Sept. 4, 2012 Not to Scale

Prepared by Wallingford Water & Sewer Divisions