

JOHN K. KNOTT, JR.  
ATTORNEYS AT LAW  
325 South Main Street  
CHESHIRE, CONNECTICUT 06410

JOHN K. KNOTT, JR.  
PRISCILLA C. MULVANEY

TELEPHONE (203) 271-3031  
FAX (203) 272-5388

June 5, 2003

RECEIVED

JUN 09 2003

WATER/SEWER DIVISION

Roger M. Dann, General Manager  
Department of Public Utilities  
Water and Sewer Division  
Town of Wallingford  
P.O. Box 725  
Wallingford, CT 06430

Re: Wallingford-Cheshire Intermunicipal Agreements for Dunkavich and Carrier

Dear Mr. Dann:

As you will recall, Lots 1 and 2 of the Carrier subdivision and Lot 3 of the Dunkavich subdivision (all of which are located in Cheshire) are to be seweraged through the Wallingford public sanitary sewer collection system. The enclosed agreements detail Cheshire's, Wallingford's, and the property owners' agreements in that regard.

You will find enclosed the final versions of the two agreements for each subdivision—one specifies the agreement between the towns, and the other specifies the agreement among the towns and the property owner. It is my understanding that in addition to your review, Wallingford's legal staff has reviewed and approved the agreements as have I and Thomas F. Crowe, Jr., Cheshire Town Engineer. The agreements have also been reviewed and approved by Yvon Carrier for Carrier Enterprises, Inc. and Attorney Al Vitello for the Estate of Peter Dunkavich.

Please submit these agreements to Wallingford's Public Utilities Commission and its Town Council for review and approval. Tom Crowe is doing the same on our end so that we will have simultaneous reviews by Cheshire and Wallingford. I will get the map references and property descriptions to you by month's end. Thank you for your assistance with this matter, and let me know if you require any additional information.

Very truly yours,

John K. Knott, Jr.  
Cheshire Special Counsel

*Priscilla C. Mulvaney*  
By: Priscilla C. Mulvaney

PCM/pcm  
Enclosures

ITEM NO. 7-2  
ENCLOSURE 6/7/03

**AGREEMENT**

**THIS AGREEMENT** made the \_\_\_\_ day of \_\_\_\_\_, 2003, 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 Kazersky Drive in the Town of Wallingford as shown on a map entitled, "Lot Development and Grading Plan, Carrier Property Subdivision, Reservoir Road, Cheshire, Connecticut," Sheet 4 of 6, Scale 1" = 40', dated March 14, 2002, revised May 16, 2002 and June 6, 2002, prepared by Milone and MacBroom (hereinafter "the Plan") which is on file in the Cheshire Town Clerk's Office as Map No. \_\_\_\_\_ and on file in the Cheshire Town Engineer's Office and on file with the Wallingford Water and Sewer Division, and which Plan has been approved by the Wallingford Water and Sewer Division and is attached hereto as **EXHIBIT A** and is made a part hereof; and

**WHEREAS, CARRIER ENTERPRISES, INC.**, of the Town of Southington, County of Hartford, and State of Connecticut (hereinafter "Owner"), has requested that it be permitted to construct two sanitary sewer force main lateral connections and appurtenances as shown on the Plan to serve certain property owned by it and known as Lot 17 and Lot 2 on Assessor's Map No. 61 and shown as Lot 1 and Lot 2, respectively, on a certain map entitled, "Subdivision Map, Carrier Property Subdivision, Reservoir Road, Cheshire, Connecticut," Sheet 3 of 6, Scale 1" = 60', dated March 20, 2002, revised May 16, 2002, June 6, 2002, and August 14, 2002, prepared by Milone and MacBroom, and on file in the Cheshire Town Clerk's Office as Map No. 3670, which subdivision Lot 1 and Lot 2 are more particularly described on **EXHIBIT B** attached hereto and made a part hereof and is hereinafter referred to as "the Premises" and which sewer laterals 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; 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 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 7-273 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 Kazersky Drive in WALLINGFORD for the purposes of making a connection to Wallingford's sanitary sewer main for said sanitary sewer laterals to service the Premises and for constructing, operating, servicing, testing, maintaining, and repairing said sanitary sewer laterals 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 laterals or sewer line.

2. CHESHIRE agrees that the sanitary sewer laterals 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.

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 laterals 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 Division 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), or other remedies as may be authorized by law and/or agreement of the parties.

5. WALLINGFORD shall notify CHESHIRE when any person owning the Property 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 laterals and appurtenances to sewer main line (road excavation, repair, pipe, etc.) to serve the Property, as shown on the Plan. All work shall be inspected and approved by Wallingford's Water and Sewer Division.

6. CHESHIRE agrees that WALLINGFORD may perfect any liens for connection charges; use charges; and other appropriate fees, charges, and assessments that are levied by WALLINGFORD upon the Property for utilizing the sewer facilities as permitted in this Agreement in the manner set forth in Sections 7-254 and 7-258 of the Connecticut General Statutes, as CHESHIRE would be permitted to perfect if the Property was connected to CHESHIRE sewer facilities and hereby assigns its 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 Property, 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 Property 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:** Raymond F. Smith  
Director of Public Utilities  
Town of Wallingford  
P.O. Box 427  
Wallingford, CT 06492-0427

**CHESHIRE:** Michael A. Milone  
Town Manager  
Town of Cheshire  
84 South Main Street  
Cheshire, CT 06410

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, or terminate this Agreement.

IN WITNESS WHEREOF, the parties have hereto set their hands and seals the dates below written.

Signed, Sealed And Delivered  
In The Presence Of:

\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

**WALLINGFORD PUBLIC UTILITIES  
COMMISSION**

By: \_\_\_\_\_  
George W. Cooke  
Its Chairman, Duly Authorized

**TOWN OF WALLINGFORD**

By: \_\_\_\_\_  
William W. Dickinson  
Its Mayor, Duly Authorized

**TOWN OF CHESHIRE**

By: \_\_\_\_\_  
Michael A. Milone  
Its Town Manager, Duly Authorized

ITEM NO. 7-6  
PUC AGENDA 6/17/03



STATE OF CONNECTICUT :  
: ss. TOWN OF CHESHIRE  
COUNTY OF NEW HAVEN :

On this the \_\_\_\_ day of \_\_\_\_\_, 2002, before me, the undersigned officer, personally appeared MICHAEL A. MILONE, who acknowledged himself to be the Town Manager of the TOWN OF CHESHIRE, a municipal corporation, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the on behalf of the Town.

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 \_\_\_\_ day of \_\_\_\_\_, 2002, before me, the undersigned officer, personally appeared KENNETH NEUMANN, who acknowledged himself to be the Chairman of the CHESHIRE WATER POLLUTION CONTROL AUTHORITY, a municipal agency, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the on behalf of the agency.

IN WITNESS WHEREOF, I hereunto set my hand.

\_\_\_\_\_  
Commissioner of the Superior Court  
Notary Public  
My Commission Expires:

**AGREEMENT**

**THIS AGREEMENT** entered into the \_\_\_\_ day of \_\_\_\_\_, 2003, by and between **CARRIER ENTERPRISES, INC.**, of the Town Southington, County of Hartford, and 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 Lot 17 and Lot 2 on Assessor's Map No. 61 and shown as Lot 1 and Lot 2, respectively, on a certain map entitled, "Subdivision Map, Carrier Property Subdivision, Reservoir Road, Cheshire, Connecticut," Sheet 3 of 6, Scale 1" = 60', dated March 20, 2002, revised May 16, 2002, June 6, 2002, and August 14, 2002, prepared by Milone and MacBroom, and on file in the Cheshire Town Clerk's Office as Map No. 3670, which subdivision Lot 1 and Lot 2 are more particularly described on **EXHIBIT A** attached hereto and made a part hereof and is hereinafter referred to as "the Premises"; and

**WHEREAS, OWNER** is desirous of constructing a single family house on subdivision Lot 1 and a single family house on subdivision Lot 2; and

**WHEREAS, the OWNER** believes that instead of providing septic system treatment of waste at the Premises it would be in the best interest of the parties to provide sanitary sewer service to the Premises by means of a sewer laterals and appurtenances which will be located partially within the Town of Wallingford and partially within the Town of Cheshire and will be connected to the public sanitary sewer collection system of the Town of Wallingford; 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 pursuant to Section 7-273 of the Connecticut General Statutes; and

**WHEREAS, by negotiations and discussions, the parties** have reached an agreement relating to the construction costs; design; inspection costs; connection charges; use charges; and other appropriate fees, charges, and assessments (including lien fees); 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, the sewer laterals and appurtenances as shown on a map entitled, "Lot Development and Grading Plan, Carrier Property Subdivision, Reservoir Road, Cheshire, Connecticut," Sheet 4 of 6, Scale 1" = 40', dated March 14, 2002, revised May 16, 2002 and June 6, 2002, prepared by Milone and MacBroom (hereinafter "the Plan") which is on file in the Cheshire Town Clerk's Office as Map No. \_\_\_\_\_ and on file in the Cheshire Town Engineer's Office and on file with the Wallingford Water and Sewer Division, and which Plan has been approved by the Wallingford Water and Sewer Division and which is attached hereto as EXHIBIT B and is made a part hereof.

2. OWNER agrees that the sanitary sewer laterals 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.

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 provisions 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 ensuring 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 Division 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 laterals and appurtenances will be accepted, and the use thereof permitted, by WALLINGFORD.

8. OWNER and WALLINGFORD both agree that the construction of the sewer laterals and appurtenances as aforesaid are to be completed by OWNER no later than July 31, 2004. If, for reasons beyond OWNER'S control, OWNER cannot complete the work by July 31, 2004, OWNER may seek an extension of time from WALLINGFORD, which extension will not be unreasonably withheld, provided such request for an extension is made prior to June 1, 2004. If no request for an extension is made or approved, or if the work is not completed as set forth herein, this Agreement shall become void and of no further force and effect.

9. OWNER agrees, at its sole cost and expense, to provide WALLINGFORD with a set of reproducible, mylar, as-built drawings of the sewer laterals and appurtenances once they are installed and the sewer project completed. These drawings shall be provided prior to the acceptance of the sewer lines and prior to the granting of authority by WALLINGFORD to hook up to said line.

10. All submissions to WALLINGFORD are to be in compliance with the provisions of "Rules and Regulations of the Town of Wallingford Department of Public Utilities Sewer Division."

11. 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.

12. 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 Division.

13. 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 him 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.

14. 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.

15. 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.

16. This Agreement is further subject to, and conditioned upon, the approval of the Cheshire/Wallingford Agreement pursuant to Section 7-273 of the Connecticut General Statutes.

17. After execution by all parties of this Agreement and of the Cheshire/Wallingford Agreement and prior to the construction of the sewer laterals 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 and acceptable to WALLINGFORD and to 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.

18. This Agreement may be terminated by agreement the parties or automatically terminated if the Cheshire/Wallingford Agreement is terminated.

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

Signed, Sealed And Delivered  
In The Presence Of:

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**CARRIER ENTERPRISES, INC.**

\_\_\_\_\_  
Yvon Carrier  
Its President, Duly Authorized

**WALLINGFORD PUBLIC UTILITIES  
COMMISSION**

By: \_\_\_\_\_  
George W. Cooke  
Its Chairman, Duly Authorized

**TOWN OF WALLINGFORD**

By: \_\_\_\_\_  
William W. Dickinson  
Its Mayor, Duly Authorized

**TOWN OF CHESHIRE**

By: \_\_\_\_\_  
Michael A. Milone  
Its Town Manager, Duly Authorized

**CHESHIRE WATER POLLUTION  
CONTROL AUTHORITY**

By: \_\_\_\_\_  
Kenneth Neumann  
Its Chairman, Duly Authorized

APPROVED AS TO FORM THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2003.

\_\_\_\_\_  
Janis Small  
Wallingford Town Attorney

APPROVED AS TO FORM THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2003.

\_\_\_\_\_  
John K. Knott, Jr.  
Cheshire Special Counsel

ITEM NO. 11/13  
PUC AGENDA 5/17/03

STATE OF CONNECTICUT :  
: ss. TOWN OF SOUTHWINGTON  
COUNTY OF HARTFORD :

On this the \_\_\_\_ day of \_\_\_\_\_, 2003, before me, the undersigned officer, personally appeared YVON CARRIER, who acknowledged himself to be the President of CARRIER ENTERPRISES, INC. a Connecticut corporation, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporation.

IN WITNESS WHEREOF, I hereunto set my hand.

\_\_\_\_\_  
Commissioner of the Superior Court  
Notary Public  
My Commission Expires:

STATE OF CONNECTICUT :  
: ss. TOWN OF WALLINGFORD  
COUNTY OF NEW HAVEN :

On this the \_\_\_\_ day of \_\_\_\_\_, 2003, before me, the undersigned officer, personally appeared GEORGE W. COOKE, who acknowledged himself to be the Chairman of the WALLINGFORD PUBLIC UTILITIES COMMISSION, a municipal agency, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the 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 WALLINGFORD  
COUNTY OF NEW HAVEN :

On this the \_\_\_\_ day of \_\_\_\_\_, 2003, before me, the undersigned officer, personally appeared WILLIAM W. DICKINSON, who acknowledged himself to be the Mayor of the TOWN OF WALLINGFORD, a municipal corporation agency, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the on behalf of the Town.

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 \_\_\_\_ day of \_\_\_\_\_, 2002, before me, the undersigned officer, personally appeared  
**MICHAEL A. MILONE**, who acknowledged himself to be the Town Manager of the TOWN OF  
**CHESHIRE**, a municipal corporation, and that he as such officer, being authorized to do so, executed  
the foregoing instrument for the purposes therein contained by signing the on behalf of the Town.

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 \_\_\_\_ day of \_\_\_\_\_, 2002, before me, the undersigned officer, personally appeared  
**KENNETH NEUMANN**, who acknowledged himself to be the Chairman of the CHESHIRE WATER  
**POLLUTION CONTROL AUTHORITY**, a municipal agency, and that he as such officer, being  
authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the  
on behalf of the agency.

IN WITNESS WHEREOF, I hereunto set my hand.

\_\_\_\_\_  
Commissioner of the Superior Court  
Notary Public  
My Commission Expires:

**AGREEMENT**

THIS AGREEMENT made the \_\_\_\_ day of \_\_\_\_\_, 2003, 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 Highland Avenue in the Town of Wallingford (also known as Reservoir Road in the Town of Cheshire) as shown on a map entitled, "Site Plan--Grading/Utilities and Erosion Control, Dunkavich Property Subdivision, Reservoir Road, Cheshire, Connecticut," Scale 1" = 40', dated February 28, 2001, revised April 5, 2001, April 16, 2001, and May 2, 2001, Sheet 3 of 5, prepared by Milone and MacBroom (hereinafter "the Plan"), and on file in the Cheshire Town Engineer's Office, the Cheshire Town Clerk's Office (as Map No. \_\_\_\_\_), and the Wallingford Water and Sewer Division, which Plan has been approved by the Wallingford Water and Sewer Division and which is attached hereto as EXHIBIT A and is made a part hereof; and

WHEREAS, Paul J. Vitello, Administrator of the Estate of Peter Dunkavich, (hereinafter "Owner"), has requested that it be permitted to construct a sanitary sewer lateral connection and appurtenances as shown on the Plan to serve certain property owned by it and known as Lot 3 on Assessor's Map No. 61 and also shown as Lot 3 on a certain map entitled, "Subdivision Map--Dunkavich Property Subdivision, Reservoir Road, Cheshire, Connecticut," Scale 1" = 60', dated February 28, 2001, revised April 5, 2001 and May 7, 2001, prepared by Milone and MacBroom, and on file in the Cheshire Town Clerk's Office as Map No. 3597, which Lot 3 is more particularly described on EXHIBIT B attached hereto and made a part hereof 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; 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, but excluding basement service, 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 7-273 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 Highland Avenue in WALLINGFORD for the purposes of making a connection to Wallingford's sanitary sewer main for said sanitary sewer lateral to service Lot #3 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 basement service.

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 Division 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.

ITEM NO. 7-17  
PUC AGENDA 6-23

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), or other remedies as may be authorized by law and/or agreement of the parties.

5. WALLINGFORD shall notify CHESHIRE when any person owning the Property 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 Property, as shown on the Plan. All work shall be inspected and approved by Wallingford's Water and Sewer Division.

6. CHESHIRE agrees that WALLINGFORD may perfect any liens for connection charges; use charges; and other appropriate fees, charges, and assessments that are levied by WALLINGFORD upon the Property for utilizing the sewer facilities as permitted in this Agreement in the manner set forth in Sections 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 its 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 Property, 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 Property 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:** Raymond F. Smith  
Director of Public Utilities  
Town of Wallingford  
P.O. Box 427  
Wallingford, CT 06492-0427

**CHESHIRE:** Michael A. Milone  
Town Manager  
Town of Cheshire  
84 South Main Street  
Cheshire, CT 06410

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, or terminate this Agreement.

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

Signed, Sealed And Delivered  
In The Presence Of:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**WALLINGFORD PUBLIC UTILITIES  
COMMISSION**

By:

\_\_\_\_\_  
George W. Cooke  
Its Chairman, Duly Authorized

**TOWN OF WALLINGFORD**

By:

\_\_\_\_\_  
William W. Dickinson  
Its Mayor, Duly Authorized

**TOWN OF CHESHIRE**

By:

\_\_\_\_\_  
Michael A. Milone  
Its Town Manager, Duly Authorized

**CHESHIRE WATER POLLUTION  
CONTROL AUTHORITY**

By: \_\_\_\_\_  
Kenneth Neumann  
Its Chairman, Duly Authorized

APPROVED AS TO FORM THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2003.

\_\_\_\_\_  
Janis Small  
Wallingford Town Attorney

APPROVED AS TO FORM THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2003.

\_\_\_\_\_  
John K. Knott, Jr.  
Cheshire Special Counsel

STATE OF CONNECTICUT :  
: ss. TOWN OF WALLINGFORD  
COUNTY OF NEW HAVEN :

On this the \_\_\_\_ day of \_\_\_\_\_, 2003, before me, the undersigned officer, personally appeared **GEORGE W. COOKE**, who acknowledged himself to be the Chairman of the **WALLINGFORD PUBLIC UTILITIES COMMISSION**, a municipal agency, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the 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 WALLINGFORD  
COUNTY OF NEW HAVEN :

On this the \_\_\_\_ day of \_\_\_\_\_, 2003, before me, the undersigned officer, personally appeared **WILLIAM W. DICKINSON**, who acknowledged himself to be the Mayor of the **TOWN OF WALLINGFORD**, a municipal corporation agency, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the on behalf of the Town.

IN WITNESS WHEREOF, I hereunto set my hand.

\_\_\_\_\_  
Commissioner of the Superior Court  
Notary Public  
My Commission Expires:

ITEM NO. 720  
PUC AGENDA 7.13

STATE OF CONNECTICUT :  
: ss. TOWN OF CHESHIRE  
COUNTY OF NEW HAVEN :

On this the \_\_\_\_ day of \_\_\_\_\_, 2003, before me, the undersigned officer, personally appeared MICHAEL A. MILONE, who acknowledged himself to be the Town Manager of the TOWN OF CHESHIRE, a municipal corporation, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the on behalf of the Town.

IN WITNESS WIIHEREOF, 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 \_\_\_\_ day of \_\_\_\_\_, 2003, before me, the undersigned officer, personally appeared KENNETH NEUMANN, who acknowledged himself to be the Chairman of the CHESHIRE WATER POLLUTION CONTROL AUTHORITY, a municipal agency, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the on behalf of the agency.

IN WITNESS WHEREOF, I hereunto set my hand.

\_\_\_\_\_  
Commissioner of the Superior Court  
Notary Public  
My Commission Expires:

**AGREEMENT**

THIS AGREEMENT entered into the \_\_\_\_ day of \_\_\_\_\_, 2003, by and between PAUL J. VITELLO, of the City/Town of \_\_\_\_\_, County of \_\_\_\_\_, State of Connecticut, ADMINISTRATOR OF THE ESTATE OF PETER DUNKAVICH, by virtue of an order of the Probate Court for the District of \_\_\_\_\_, dated \_\_\_\_\_, authorizing PAUL J. VITELLO to enter into this Agreement (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 Lot 3 on Assessor's Map No. 61 and also shown as Lot 3 on a certain map entitled, "Subdivision Map--Dunkavich Property Subdivision, Reservoir Road, Cheshire, Connecticut," Scale 1" = 60', dated February 28, 2001, revised April 5, 2001 and May 7, 2001, prepared by Milone and MacBroom, and on file in the Cheshire Town Clerk's Office as Map No. 3597, which Lot 3 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 is desirous of constructing a single family house on the Premises; and

WHEREAS, the OWNER believes that instead of providing septic system treatment of waste at the Premises it would be in the best interest of the parties to provide sanitary sewer service to the Premises by means of a sewer lateral and appurtenances which will be located partially within the Town of Wallingford and partially within the Town of Cheshire and will be connected to the public sanitary sewer collection system of the Town of Wallingford; 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 (but excluding basement service), pursuant to Section 7-273 of the Connecticut General Statutes; and

WHEREAS, by negotiations and discussions, the parties have reached an agreement relating to the construction costs; design; inspection costs; 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, the sewer lateral and appurtenances as shown on a map entitled, "Site Plan-Grading/Utilities and Erosion Control, Dunkavich Property Subdivision, Reservoir Road, Cheshire, Connecticut," Scale 1" = 40', dated February 28, 2001, revised April 5, 2001, April 16, 2001, and May 2, 2001, Sheet 3 of 5, prepared by Milone and MacBroom (hereinafter "the Plan"), and on file in the Cheshire Town Engineer's Office, the Cheshire Town Clerk's Office (as Map No. \_\_\_\_\_), and the Wallingford Water and Sewer Division, which Plan has been approved by the Wallingford Water and Sewer Division and which is attached hereto as EXHIBIT B and is made a part hereof.

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 basement service.

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 provisions 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 Division 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. OWNER and WALLINGFORD both agree that the construction of the sewer lateral and appurtenances as aforesaid are to be completed by OWNER no later than July 30, 2005. If, for reasons beyond OWNER'S control, OWNER cannot complete the work by July 30, 2005, OWNER may seek an extension of time from WALLINGFORD, which extension will not be unreasonably withheld, provided such request for an extension is made prior to June 1, 2005. If no request for an extension is made or approved, or if the work is not completed as set forth herein, this Agreement shall become void and of no further force and effect.

9. OWNER agrees, at its sole cost and expense, to provide WALLINGFORD with a set of reproducible, mylar, as-built drawings of the sewer lateral and appurtenances once they are installed and the sewer project completed. These drawings shall contain a note that basement service is not permitted, and they shall be provided prior to the acceptance of the sewer lines and prior to the granting of authority by WALLINGFORD to hook up to said line.

10. All submissions to WALLINGFORD are to be in compliance with the provisions of "Rules and Regulations of the Town of Wallingford Department of Public Utilities Sewer Division."

11. 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.

12. 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 Division.

13. 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 him 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.

14. 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.

15. 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.

16. This Agreement is further subject to, and conditioned upon, the approval of the Cheshire/Wallingford Agreement pursuant to Section 7-273 of the Connecticut General Statutes.

17. 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 and acceptable to WALLINGFORD and to 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.

18. This Agreement may be terminated by agreement of the parties or automatically terminated if the Cheshire/Wallingford Agreement is terminated.

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

Signed, Sealed And Delivered  
In The Presence Of:

\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_

**PAUL J. VITELLO, ADMINISTRATOR  
OF THE ESTATE OF PETER  
DUNKAVICH**

\_\_\_\_\_  
Paul J. Vitello

**WALLINGFORD PUBLIC UTILITIES  
COMMISSION**

By:

\_\_\_\_\_  
George W. Cooke  
Its Chairman, Duly Authorized

**TOWN OF WALLINGFORD**

By:

\_\_\_\_\_  
William W. Dickinson  
Its Mayor, Duly Authorized

**TOWN OF CHESHIRE**

By:

\_\_\_\_\_  
Michael A. Milone  
Its Town Manager, Duly Authorized

**CHESHIRE WATER POLLUTION  
CONTROL AUTHORITY**

By:

\_\_\_\_\_  
Kenneth Neumann  
Its Chairman, Duly Authorized

APPROVED AS TO FORM THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2003.

\_\_\_\_\_  
Janis Small  
Wallingford Town Attorney

APPROVED AS TO FORM THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2003.

\_\_\_\_\_  
John K. Knott, Jr.  
Cheshire Special Counsel

ITEM NO. 226  
PUC AGENDA \_\_\_\_\_

STATE OF CONNECTICUT :  
: ss. CITY OF MERIDEN  
COUNTY OF NEW HAVEN :

On this the \_\_\_\_ day of \_\_\_\_\_, 2003, before me, the undersigned officer, personally appeared PAUL J. VITELLO, ADMINISTRATOR OF THE ESTATE OF PETER DUNKAVICH known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same in the capacity therein stated, and 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 :  
: ss. TOWN OF WALLINGFORD  
COUNTY OF NEW HAVEN :

On this the \_\_\_\_ day of \_\_\_\_\_, 2003, before me, the undersigned officer, personally appeared GEORGE W. COOKE, who acknowledged himself to be the Chairman of the WALLINGFORD PUBLIC UTILITIES COMMISSION, a municipal agency, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the 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 WALLINGFORD  
COUNTY OF NEW HAVEN :

On this the \_\_\_\_ day of \_\_\_\_\_, 2003, before me, the undersigned officer, personally appeared WILLIAM W. DICKINSON, who acknowledged himself to be the Mayor of the TOWN OF WALLINGFORD, a municipal corporation agency, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the on behalf of the Town.

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 \_\_\_\_ day of \_\_\_\_\_, 2003, before me, the undersigned officer, personally appeared MICHAEL A. MILONE, who acknowledged himself to be the Town Manager of the TOWN OF CHESHIRE, a municipal corporation, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the on behalf of the Town.

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 \_\_\_\_ day of \_\_\_\_\_, 2003, before me, the undersigned officer, personally appeared KENNETH NEUMANN, who acknowledged himself to be the Chairman of the CHESHIRE WATER POLLUTION CONTROL AUTHORITY, a municipal agency, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the on behalf of the agency.

IN WITNESS WHEREOF, I hereunto set my hand.

\_\_\_\_\_  
Commissioner of the Superior Court  
Notary Public  
My Commission Expires:



*Town of Wallingford, Connecticut*

Appendix II

ROGER M. DANN  
GENERAL MANAGER



DEPARTMENT OF PUBLIC UTILITIES  
WATER & SEWER DIVISIONS  
P.O. BOX 725  
WALLINGFORD, CONNECTICUT 06495  
TELEPHONE (203) 949-2666

June 11, 2003

Public Utilities Commission  
100 John Street  
Wallingford, CT 06492

Re: Inter-Municipal Agreements for Dunkavich and Carrier Properties

Gentlemen:

The above referenced properties are located in the Town of Cheshire immediately adjacent to Wallingford. These property owners had previously approached the Public Utilities Commission and obtained conceptual approval for their properties to connect to the Town of Wallingford's sanitary sewer system subject to the execution of inter-municipal agreements with the Town of Cheshire.

For your recollection, the Carrier properties consist of two residential lots located on Reservoir Road and the Dunkavich property consists of one residential lot also located on Reservoir Road in Cheshire.

The necessary inter-municipal agreements have now been prepared, reviewed and approved by staff and legal counsel for both Towns and the property owners. Accordingly, the agreements are submitted for the approval of the Public Utilities Commission and will then be forwarded to the Town Council for their approval.

Thank you for your consideration of this matter.

Sincerely,

Roger M. Dann  
General Manager

RMD:pc  
H:\uvex\VP U C\2002-03\June\W intermunicipal agrmts let.doc

ITEM NO. 17-1  
PUC AGENDA 6/17/03

ASSISTANT TO THE ANIMAL CONTROL OFFICER  
Town of Wallingford

**POSITION TITLE: ASSISTANT TO THE ANIMAL CONTROL OFFICER**

**DEPARTMENT:** Animal Control

**GENERAL DUTIES:** Assists the Animal Control Officer in a variety of administrative and technical areas. Operates a motor vehicle. Answers calls for service to collect stray animals and conducts routine patrols as assigned. Uses a variety of equipment and tools in the course of assignments to collect and restrain animals. Conducts investigations into animal bites and citizen complaints. Issues citations, restraint orders and disposal orders as required and with authority as granted by the Animal Control Officer. Enforces local and State ordinances, regulations and statutes pertaining to municipal animal control activities. Picks up and transports sick, injured or deceased animals, both domestic and wild, to the local pound, veterinarian or other facilities for care or euthanasia. Performs on-call work as assigned. Acts as the Animal Control Officer in his or her absence.

**ADDITIONAL DUTIES:** Advertises for stray animals. Writes reports. Collects fees and issues receipts for redemption of animals and accepts donations to the Trust Fund. Prepares reports related to financial transactions including treasury deposits. Provides training to other employees as assigned. Cleans kennels and other areas of building as assigned. Feeds and administers medication to animals as assigned. Assists in processing a variety of administrative forms as assigned. Staffs annual rabies clinic, fundraisers, holiday activities and other events as assigned. May assist in the preparation of budgets. May make policy recommendations to the supervisor. Performs routine maintenance as assigned. Performs related work as required.

**SUPERVISION RECEIVED:** Receives general supervision from the Animal Control Officer.

**SUPERVISION EXERCISED:** Generally none, but may supervise others in the absence of the Animal Control Officer.

**KNOWLEDGE, SKILLS AND ABILITIES:** Considerable ability to follow oral and written instructions. Good ability to establish and maintain effective working relationships with co-workers, vendors and the general public. Good ability to exercise sound judgment in the performance of work. Good ability to perform work in a safe manner. Good ability to work outside in a variety of extreme weather conditions.

**QUALIFICATIONS:** Must be a high school graduate or possess a Government Equivalency Diploma (GED). Must have a minimum two (2) years experience as an animal care worker in a kennel, animal control facility, veterinary hospital or boarding facility.

**SPECIAL REQUIREMENTS:** Must possess and maintain a valid State of Connecticut Motor Vehicle Operator's License. Must be able to lift, hold and carry at least seventy-five (75) pounds without assistance. Must be able to perform the essential functions of the position including having the ability to see, hear, speak, walk, run, crouch, stoop, crawl and climb. Due to on-call status, must be able to be "on site" within a 30-minute period when responding to all calls from the Wallingford Police Department.

**Assistant Dog Warden  
Town of Wallingford**

**POSITION TITLE: Assistant Dog Warden**

**DEPARTMENT: Dog Pound**

**GENERAL DUTIES:** Assists the Dog Warden in all of the duties and functions of that position. Performs custodial and operating functions such as building operation, cleaning and simple maintenance. Operates department vehicles, picks up stray animals and enforces all local ordinances pertaining to animals. Writes reports on same and does related duties as required.

**ADDITIONAL DUTIES:** Must be able to work weekends, holidays and some evenings on a rotational basis.

**SUPERVISION RECEIVED:** Reports to the DogWarden or as designated.

**SUPERVISION EXERCISED:** None

**KNOWLEDGE, SKILLS AND ABILITIES:** Must have an aptitude and desire to work with animals, plus considerable physical strength and stamina; ability to follow oral and written instructions and to maintain good relations with the public and co-workers; ability to generate written and oral instructions; must have a valid CT driver's license with no violations within the last three years.

**QUALIFICATIONS:** Must have a minimum of two (2) years' working experience as an animal care worker and be a high school graduate or possess a G.E.D.

**ESSENTIAL DUTIES:** Must be able to lift, hold and carry at least seventy-five (75) pounds; must be able to see, hear, talk, walk, run, crouch, stoop, crawl, climb and operate a motor vehicle.

**SPECIAL REQUIREMENTS:** Due to on-call status, must be able to be "on site" within a 30-minute period when responding to all calls from the Wallingford Police Department.

Town of Wallingford  
Meter Technician A

**POSITION TITLE: Meter Technician A**

**DEPARTMENT: Public Utilities, Electric Division**

**GENERAL DUTIES:**

**General Statement of Duties:** The duties of Meterman "A" shall be the same as those required for the Meterman "B" **Meter Technician B** and in addition will include; work under general supervision only; **with the additional duties and responsibilities listed herein. This position is responsible for installing, field testing, repairing, calibrating, removing, connecting and disconnecting single and polyphase meters, instrument and self-contained. Duties also include making investigations and preparing reports incidental to domestic and commercial electrical bill inquires, calculating meter and multiplier constants, performing electrical calculations and measurements and calibrating voltmeters, multimeters, ammeters, and similar apparatus and programming electronic meters using standard programming software.**

**ADDITIONAL DUTIES:**

**Working** work under general supervision only, **this position is also responsible to perform work on alternating current and direct current circuits, metering devices and meter equipment; make simple electrical calculations and measurements; Performs make tests and using voltmeters, multimeters, ammeters, and similar apparatus; make investigations incidental to domestic and commercial electrical bill complaints; set, remove, connect and disconnect self-contained three phase meters; inspect demand meters; set, remove, check and adjust time switches; repair and test demand registers, assign electric meter locations to contractors for domestic and commercial meters; instruct other metermen. Coordinate meter locations with contractors for residential and non-residential meters. Instructs other meter technicians. Operates meter translation software and hardware. Programs electronic meters using standard programming, and Performs** de other work as required.

**SUPERVISION RECEIVED:**

**Supervision Required:** Works under the **direction** of Superintendent of Meter Department the **Chief Meterman**, or other designated supervisor.

**SUPERVISION EXERCISED:**

**Supervision Exercised:** **As assigned, supervises the work of meter technicians and others. By assignment, supervise work of other metermen,**

**KNOWLEDGE, SKILLS AND ABILITIES:**

**Required Qualifications: Knowledge, Skill and Ability:** **Thorough knowledge of direct current, alternating current and meter theory. Considerable knowledge of various types of electric instruments and associated equipment used. Considerable knowledge of policies and procedures of the Meter Department. Considerable ability to perform meter testing. Good**

**Town of Wallingford  
Meter Technician A**

ability to work under general supervision only. Good ability to do reasonable heavy physical labor. Good ability to work under conditions that require extreme care. ability to operate a motor vehicle; Considerable ability to follow oral and written instructions; dependability; ability to instruct and direct the work of other meter technicians, and the ability to work effectively with others.

**QUALIFICATIONS:**

Required Experience and Training: Graduation from high school, trade school, or the equivalent in experience and training plus a minimum of four (4) years experience as a Meterman "B". Graduation from high school or trade/technical school with course of study in electrical field and four (4) years experience as a Meter Technician in an electric utility or related experience. An equivalent combination of experience and training may substitute on a year-for-year basis up to two (2) years.

**SPECIAL REQUIREMENTS:**

Must possess and maintain a valid State of Connecticut Motor Vehicle Operator's License.

Town of Wallingford  
Meter Technician B

**POSITION TITLE: Meter Technician B**

**DEPARTMENT: Public Utilities, Electric Division**

**GENERAL DUTIES:**

**General Statement of Duties: The duties shall be the same as those required for the Meter Technician Helper with the additional duties and responsibilities listed herein. Performs all duties of a Meterman; and in addition, This position is responsible for connecting, disconnecting and installing single phase and polyphase self-contained meters, works from drawings and diagrams pertaining to assigned work, makes inspections of single-phased meters and makes inspections to see that meter switches or outdoor meter boxes are of approved types; does other work as required. Responsibilities also include testing single phase and self-contained polyphase metering using automatic meter test equipment; and performing billing investigations and preparing reports for residential and non-residential services.**

**ADDITIONAL DUTIES:**

**Performs non-payment connects/disconnects and collections; programs electronic meters using standard programming software. Calculates multiplier and meter constants. Performs other work as required.**

**SUPERVISION RECEIVED:**

**Supervision Received: Works under the general supervision direction of the Superintendent of the Meter Department Chief Meterman or other designated supervisor.**

**SUPERVISION EXERCISED:**

**Supervision Exercised: As assigned, supervises the work of Meter Technician Helpers. by special assignment, may supervise work of Meterman Helper.**

**KNOWLEDGE, SKILLS AND ABILITIES:**

**Required Qualifications: Knowledge, Skill and Ability: Considerable knowledge of various types of instruments used by the Meter Department. Considerable working knowledge of single phase electric meters and circuits supplying them. Good ability to interpret drawings and diagrams pertaining to assigned work. Good ability to do reasonable heavy physical labor. Good ability to work under conditions that require extreme care. ability to operate a meter vehicle; Good ability to follow oral and written instructions. dependability; Good ability to work effectively with others.**

**QUALIFICATIONS:**

**Required Experience and Training: Graduation from high school, trade school or the equivalent in experience and training, plus at least two (2) years experience as a Meterman Helper. Graduation from high school or trade/technical school with course of study in electrical**

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Meter Technician B**

**field and two (2) years experience in a related field. An equivalent combination of experience and training may substitute on a year-for-year basis up to two (2) years.**

**SPECIAL REQUIREMENTS:**

**Must possess and maintain a valid State of Connecticut Motor Vehicle Operator's License.**