



April 23, 2020

Ms. Jennifer Acquino  
Assistant Town Engineer  
Town of Branford  
1019 Main Street  
Branford, CT 06405

**RE: WPCA Application  
Summit Place Residential Development  
MMI #2709-09**

Dear Jennifer:

Enclosed herewith is a completed Water Pollution Control Authority (WPCA) application, flow estimate, and the project site plan for 21 Summit Place. We have also enclosed a copy of the signed stipulation from 2016.

The proposed project consists of a 55,000-square-foot, three-story residential apartment building containing 56 apartment units and a community building for the use of residents dwelling in the proposed building as well as the two existing buildings (10 and 22 Summit Place). The property is served by the Town of Branford sanitary sewer collection system, with an existing manhole at the end of Summit Place.

We look forward to discussing this at the next WPCA meeting scheduled for May 12. In the meantime, if you have any questions or need any further information, please do not hesitate to contact me at 203-285-5477.

Sincerely,

MILONE & MACBROOM, INC.

Stephen R. Dietzko, PE  
Vice President

Enclosures

cc: Nick Mingione, Esq.  
Alex Vigliotti

2709-09-a1720-ltr.docx



**APPLICATION FOR SANITARY SEWER ACCESS**

**TOWN OF BRANFORD**

**Water Pollution Control Authority**

**Attn: Town Engineer**

**1019 Main Street**

**P.O. Box 150**

**Branford, CT 06405**

**To the Branford Water Pollution Control Authority:**

**The undersigned hereby applies for access to the Branford sanitary sewer system:**

**Applicant's Name** SP Development LLC **Phone #** 203-481-3910

**Applicant's Address** 140 North Branford Rd, Branford, CT 06405  
**e-mail** frankv@avigliottirealtors.com

**Access is requested for:** 56 residential units  
\_\_\_\_\_ square feet commercial use  
\_\_\_\_\_ square feet industrial use

**Location of property for sanitary sewer access (if different from above):**

**Owner's Name** SP Development LLC **Phone #** 203-481-3910

**Property Address** 21 Summit Place  
**e-mail** frankv@avigliottirealtors.com

**Property Owner's Signature** \_\_\_\_\_

**Date** \_\_\_\_\_

4/24/2020

**Office Use Only:** **Date approved/denied** \_\_\_\_\_  
**Conditions of approval:** \_\_\_\_\_

Summit Place  
Wastewater Flow Estimate  
21 Summit Place  
Branford, CT  
MMI Job No: 2709-09  
April 16, 2020

## Proposed Residential Use

Population Multipliers <sup>1</sup>	
	people/unit
Studio and 1 Bedroom	1.39
2 Bedroom	2.24

Unit Count and Population Estimate				Total
	Studio	1 Bedroom	2 Bedroom	
Building 1	12	26	18	<b>56</b>
Population Multipliers	1.39	1.39	2.24	
Estimated Population <sup>1</sup>	<b>17</b>	<b>37</b>	<b>41</b>	<b>95</b>
Daily Flow Per Capita <sup>2</sup> (gpcd)				70
Average Daily Flow (gpd)				6,650
Peaking Factor <sup>3</sup>				4.2
Peak Flow (gpm)				<b>19</b>

### NOTES:

1. Rutgers University, Center for Urban Policy Research Residential Demographic Multipliers (Connecticut)
2. NEIWPCC TR-16 Guides for the Design of Wastewater Treatment Works, 2011
3. Peak Hourly Flow Factor is calculated using Ten States Standards method using population served for the entire site:

$$PF = \frac{18 + \text{SQRT} (P/1000)}{4 + \text{SQRT} (P/1000)}$$

## PARTIAL AMENDMENT TO SEWER ACCESS AGREEMENT

This Agreement made this 9<sup>th</sup> day of August 2016, by and between SP Development, LLC, a Connecticut limited liability company (hereinafter "Property Owner"), having a mailing address of 140 NORTH BRANFORD ROAD, BRANFORD, CT, 06405, and the Water Pollution Control Authority of the Town of Branford (hereinafter the "Authority"), a municipal authority organized pursuant to Chapter 103 of the General Statutes of the State of Connecticut, and having a mailing address of P.O. Box 150, Branford, Connecticut 06405.

The following definitions shall apply to this Agreement:

*Property* shall mean all that certain piece or parcel of land with all the buildings and improvements thereon, situated at 14 Summit Place, 22 Summit Place and 21 Summit Place in the Town of Branford, County of New Haven and State of Connecticut as identified by the Assessor for the Town of Branford as the parcels shown on Map B8, Block 2, Lot 10, Map B8, Block 2, Lot 10 and Map B8, Block 2, Lot 6, respectively and each being described more particularly on Schedule A attached hereto.

*Unit(s)* shall have the meaning established by regulation of the Authority and/or the Ordinances of the Town of Branford.

*Existing Units* shall mean the of Units permitted as defined in Paragraph 3 below;

*Additional Units* shall mean, as to each parcel separately, the number of proposed Units less the then-existing Units, provided the same have been fully paid for, as such number may have established, increased or modified under this Agreement.

*Unit Charge* shall mean for the initial five years following the date of this Agreement the lesser of: i) Two Thousand Dollars Per Unit; or ii) such other amount as established by the Authority from time to time as the Access Charge to be charged for Units connecting to the sewer system. After the initial five years following the date of this Agreement the Access Charge shall be: i) the amount as established by the Authority (or Town Ordinance) from time to time as the Access Charge to be charged for Units connecting to the sewer system; or ii) if not so established, then Two Thousand Dollars Per Unit.

*Access Charge* shall mean the charge to be paid or payable by the Property Owner to connect to or add Additional Units to the sewer system.

**WITNESSETH:**

WHEREAS, PROPERTY OWNER owns the Property;

WHEREAS, the Authority is the duly constituted Sewer Authority of the Town of Branford, and as such pursuant to Connecticut General Statutes Section 7-255 and/or Branford Town Ordinance 204-2.1 and 204-2.2 is authorized to levy a sewer access charge on the Property owned by Property Owner;

WHEREAS, the Authority and Harley Associates, LTD entered into a certain Agreement dated July 21, 1988, which is recorded in Volume 460 at page 1005 of the Branford Land Records ("Prior Agreement"), which Prior Agreement concerns the access to the sewer system;

WHEREAS the Authority and the Property Owner desire to amend and clarify the Prior Agreement as it relates to the Property only;

WHEREAS, PROPERTY OWNER has proposed to convert the existing buildings located at 14 Summit Place and 22 Summit Place from a commercial use to a residential use;

WHEREAS, PROPERTY OWNER may, at some point in the future, construct residential Units and improvements on the portion of the Property known as 21 Summit Place, which will then be serviced by the sewer system controlled and regulated by the Authority; and

WHEREAS, under the Prior Agreement the prior property owner was previously charged, but did not fully pay, the Access Charges for the respective parcels as set forth below based upon the number of Unit set forth below:

<u>Parcel</u>	<u>Units</u>
14 Summit Place	5.79
22 Summit Place	12.33
21 Summit Place	33.02

WHEREAS, under the Prior Agreement the prior property owner should have paid the sum of \$21,067.81, but it paid the sum of \$2,535.00 (through no fault of its own) leaving a balance due of \$18,532.81 ("Balance Due").

NOW, THEREFORE, in consideration of the mutual agreements hereinafter contained, it is hereby agreed between the Parties, as follows:

1. Within 10 business days from the acceptance of this Agreement by the Authority, the Property Owner will pay to the Authority the Balance Due (\$18,532.81). Upon the payment of the balance due the Authority and the Property Owner agree the parcels which comprise the Property shall have full paid and allocated Units as follows:

<u>Parcel</u>	<u>Fully Paid Units</u>
14 Summit Place	5.79
22 Summit Place	12.33
21 Summit Place	33.02

2. This Agreement shall revise and supersede the Prior Agreement as to the Property defined herein only, and shall not bind the Authority as to any other lots or units subject to the Prior Agreement.
3. The Property Owner has proposed improvements to the Property that will add Additional Units to be connected to the sewer system as follows:

<u>Parcel</u>	<u>Additional Proposed Units</u>	<u>Total Units</u>
14 Summit Place	4.21	10
22 Summit Place	12.67	25

To provide for the Additional Units Proposed for each parcel, the Property Owner and the Authority agree to reduce the number of allocated and paid-for Units for lot 21 Summit Place from 33.02 Units by 16.88 Units, resulting in 16.14 Units being assigned to lot 21 Summit Place. Thus, upon the payment of the Balance Due and transfer of Units as recited herein, the final net number of Units for each lot will be as follows:

<u>Parcel</u>	<u>Fully Paid Units (revised)</u>
14 Summit Place	10
22 Summit Place	25
21 Summit Place	16.14

4. As to each parcel that is part of the Property, should the Property Owner further develop the lots so as to create more Units on any lot beyond those described in Paragraph 3 hereof, the Property Owner agrees to pay to the Authority, from time to time, a sewer Access Charge equal to the Additional Units multiplied by the Unit Charge. Any Access Charge for such Additional Units shall be payable in full upon the issuance of a sewer connection permit. Property Owner agrees that the respective parcels, once converted, shall be used for residential purposes and not for commercial purposes, without prior approval of the Authority. Upon conversion of a parcel of the Property from residential use to commercial use, the Property Owner shall pay an additional Access Charge equal to the differential between residential and commercial Unit Access Charges, if any, multiplied by the number of any increase in Units and/or Units converted.
5. The parties agree that upon default by Property Owner by reason of its failure to pay any sums that are or may become due and payable under this Agreement, the Authority may exercise all of its rights and privileges under the Connecticut General Statutes relating to delinquent taxes and sewer assessments. Property Owner further agrees that all sewer construction and/or connections to the existing sewer line will be completed in accordance with the Authority's standards and specifications. All construction and/or connections shall be subject to the inspection and approval of the Authority and/or its agents. The Property Owner agrees that prior to commencing any of the aforementioned construction, all necessary permits and bonds will be obtained 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.

6. The Property Owner agrees to provide, at no cost to the Authority, such “as built” drawings, in an electronic format, sealed by a professional engineer, camera studies and test results as the Authority may require. Nothing herein shall require the Authority to permit the addition and/or connection of Additional Units to the sewer system, and any future improvements to the parcels shall conform to and comply with the capacity, discharge and design requirements of the Authority. The Authority reserves the right to require a capacity study of the sewer system prior to considering any future application for the establishment and/or connection of Additional Units to the sewer system.
7. Property Owner further agrees and acknowledges that notwithstanding the payments due under this Agreement, the Authority reserves all rights under the Connecticut General Statutes for supplemental assessments and/or sewer use charges against the Property.
8. Property Owner further agrees to comply with all ordinances, standards and regulations, currently in effect and as amended from time to time, of the State of Connecticut, the Town of Branford and/or the Authority concerning or relating to: i) connections to the sewer system, including but not limited to all work necessary to connect to the Authority’s system; ii) discharges into the sewer system; and iii) to pay fees, costs, charges and assessments for connecting to and/or use of the sewer system.
9. Property Owner warrants and represents to the Authority the following:
  - a. Property Owner is the owner of record of the Property.
  - b. *Validity of Contemplated Transactions, etc.* The execution, delivery and performance of this Agreement by the Property Owner will not contravene or violate (a) any law, rule or regulation to which the Property Owner is subject, (b) any judgment, order, writ, injunction, decree or award of any court, arbitrator or governmental or regulatory official, body or authority which is applicable to the Property Owner or the Property, or (c) the certificate of incorporation (or formation) or By-Laws of the Property Owner or



any securities issued by the Property Owner, to the extent applicable; nor will such execution, delivery or performance violate, be in conflict with or result in the breach (with or without the giving of notice or lapse of time, or both) of any term, condition or provision of, or require the consent of any other party to, any indenture, agreement, contract, commitment, lease, plan, license, permit, authorization or other instrument, document or understanding, oral or written, to which either the Property Owner is a party or which encumbers the Property. No authorization, approval or consent by, and no registration or filing with any governmental or regulatory official, body or authority is required in connection with the execution, delivery and performance of this Agreement by the Property Owner.

- c. Property Owner is not a "foreign person," "foreign corporation," "foreign estate", nor "foreign trust" for purposes of Section 1445 of the Internal Revenue Code of 1986, amended, and the rules and regulations promulgated thereunder.
- d. *Corporate Existence.* The Property Owner, if a corporation, limited liability company, limited partnership or other entity, is duly organized, validly existing and in good standing under the laws of the State of Delaware. The Property Owner has all requisite power and authority and all necessary licenses, permits and authorizations to carry on its business.
- e. *Corporate Power; Authorization; Enforceable Obligations.* The Property Owner, if a corporation, limited liability company, limited partnership or other entity: i) has the corporate power, authority and legal right to execute, deliver and perform this Agreement; ii) the execution, delivery and performance of this Agreement by the Property Owner have been duly authorized by all necessary action; iii) this Agreement has been duly executed and delivered by a duly authorized officer of the Property Owner; and iv) this Agreement

constitutes, and such instruments when executed and delivered will constitute legal, valid and binding obligations of the Property Owner enforceable against the Property Owner in accordance with their respective terms.

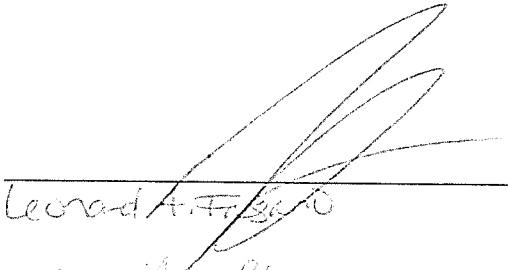
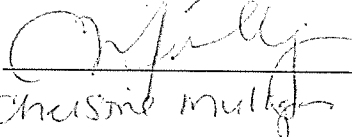
10. All considerations and agreements contained herein shall apply to and be binding upon the successors and assigns of the respective parties and to any successors in title to the Property.

11. In the event of a default or breach of this Agreement by Property Owner, The Authority shall be entitled to all remedies available to it through and under Chapter 103 of the Connecticut General Statutes.

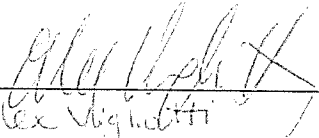
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IN WITNESS WHEREOF, Property Owner has caused this instrument to be duly executed and delivered this 9<sup>th</sup> day of August, 2016, and the Authority has caused this instrument to be duly executed and delivered by Mark Winik, its Chairman, who is hereunto duly authorized and empowered on this 9<sup>th</sup> day of August, 2016.

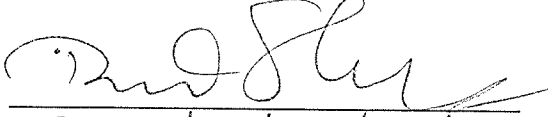
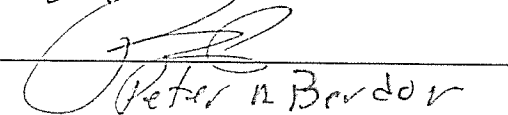
Signed, Sealed and Delivered  
In the Presence of:

  
Leonard A. Fazio  
  
Christine Mulvey

PROPERTY OWNER  
SP Development, LLC

  
By: Alex Vignatti  
Its: member

TOWN OF BRANFORD WATER  
POLLUTION CONTROL AUTHORITY

  
David Steinhardt  
  
Peter N. Berdon

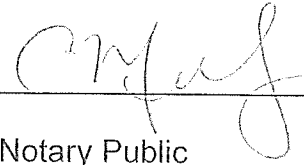
By:   
Mark Winik  
Its Chairman

STATE OF CONNECTICUT)  
COUNTY OF NEW HAVEN)

ss: New Haven

August 9, 2016

Personally appeared Alex V. Iqbal, signer and sealer of the foregoing Agreement, and, being duly authorized and empowered acknowledged the same to be his free act and deed and the free act and deed of SP Development, LLC before me.



Notary Public

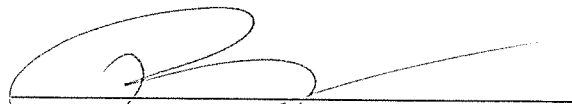
My Commission Expires: 2/28/19

STATE OF CONNECTICUT)  
COUNTY OF NEW HAVEN)

ss: Branford

August 9, 2016

Personally appeared Mark Winik, duly authorized Member of TOWN OF BRANFORD WATER POLLUTION CONTROL AUTHORITY, signer and sealer of the foregoing Agreement, and acknowledged the same to be his free act and deed, and the free act and deed of TOWN OF BRANFORD WATER POLLUTION CONTROL AUTHORITY, before me.



Peter A. Berdon, Esq.

Commissioner of the Superior Court

SCHEDULE A  
LEGAL DESCRIPTION

All those certain pieces or parcels of land, together with the buildings and all other improvements thereon, situated in the Town of Branford, County of New Haven and State of Connecticut, shown as Lots 3, 4 and 5 on a map entitled "MAP OF PROPERTY OF SUMMIT PLACE, LLC SUMMIT PLACE, BRANFORD, CONN. RUSSELL W. WALDO P.E. & L.S. and Assoc., P.C. Date Sept. 21, 2001 Scale 1" = 40'" on file in the Branford Town Clerk's office as map no. 3078

Lot 3, known as 21 Summit Place, is bounded and described as follows:

Beginning at a point in the easterly line of Summit Place at the intersection of Lot 3 and land now or formerly of One Summit Place Partners, LP, and running thence along the southerly boundary line of said land now or formerly of One Summit Place Partners, LP, S 64° 13' 46" E, 252.81 feet; thence along land of Jefferson Woods Condominium, S 30° 6' 44" W, 185.07 feet; thence along said Jefferson Woods Condominium land, N 84° 44' 13" W, 545.00 feet; thence along land now or formerly of Tirabadi, N 16° 19' 12" E, 28.61 feet; thence along land now or formerly of Acquarulo and land now or formerly of Scarpa, by each in part, N 15° 46' 14" E, 256.20 feet; thence along Lot 4 on said map, S 84° 13' 46" E, 217.59 feet; thence along the turnaround of Summit Place on a curve to the left having a radius of 60.00 feet, a distance of 167.55 feet to the point and place of beginning.

Lot 4, known as 22 Summit Place, is bounded and described as follows:

Beginning at a point in the westerly street line of Summit Place at the intersection of Lot 4 and Lot 5, as shown on said map, and running thence in a southerly direction along said westerly line of Summit Place, on a curve to the left having a radius of 310.00 feet, a distance of 22.07 feet; thence along said westerly line of Summit Place, S 15° 46' 18" W, 66.30 feet; thence along the turnaround of Summit Place on a curve to the right having a radius of 30.00 feet, a distance of 25.23 feet; thence along said turnaround of Summit Place on a curve to the left having a radius of 60.00 feet; a distance of 60.94 feet; thence along Lot 3 on said map, N 84° 13' 46" W, 217.59 feet; thence along land now or formerly of Scarpa, N 15° 46' 16" E, 203.29 feet; thence along Lot 5 on said map, S 74° 18' 42" E, 244.16 feet to the point and place of beginning.

Lot 5, known as 14 Summit Place, is bounded and described as follows:

Beginning at a point in the westerly street line of Summit Place at the intersection of Lot 5 on said map and land now or formerly of Public Storage, Inc., and running thence in a southerly direction along said westerly line of Summit Place on a curve to the left having a radius of 310.00 feet, a distance of 98.17 feet; thence along Lot 4 above described, N 74° 18' 42" W, 244.16 feet; thence along land now or formerly of Scarpa, N 15° 46' 14" E, 204.40 feet; thence along Lot 3 on said map of Owens Commerce Park, S 52° 00' 19" E, a distance of 287.79 feet to the point and place of beginning.



