

NOTICE and AGENDA
SPECIAL MEETING
WATER POLLUTION CONTROL AUTHORITY

Notice is hereby given that the Westport Board of Selectmen, acting in its capacity as the Water Pollution Control Authority, will hold a special meeting on Friday, June 18, 2021 at 10:00 AM in the Westport Town Hall Auditorium, 110 Myrtle Avenue, Westport, CT. It will be live streamed on www.westportct.gov, and broadcast on Westport's Optimum Government Access Channel 79 and Frontier Channel 6020. Emails to the Board of Selectmen/WPCA *prior to the meeting* may be sent to selectman@westportct.gov. Agenda to include the following only:

1. To discuss and take possible action on a proposed settlement and stipulation to settle the case of *Summit Saugatuck, LLC v. Westport Water Pollution Control Authority, Doc. No. FST-CV-20-6047869-S* to permit the allocation of capacity and extension of the sanitary sewer from Davenport Avenue to the Summit Saugatuck property at the terminus of Hiawatha Lane Extension.

James S. Marpe
Chair
June 16, 2021


JEFFREY M.
DUNKERTON

RECEIVED FOR RECORD
WESTPORT TOWN CLERK
2021 JUN 16 P 1:09

| | | |
|----------------------------------|---|----------------------|
| DOCKET NO.: FST-CV-20-6047869-S | : | SUPERIOR COURT |
| | : | |
| SUMMIT SAUGATUCK, LLC | : | JUDICIAL DISTRICT OF |
| | : | STAMFORD/NORWALK |
| V. | : | |
| | : | AT STAMFORD |
| TOWN OF WESTPORT WATER POLLUTION | : | |
| CONTROL AUTHORITY | : | MAY 14, 2021 |

MOTION FOR JUDGMENT IN ACCORDANCE WITH STIPULATION
PURSUANT TO C.G.S. § 8-8(n) AND PB 14-7B

The Plaintiff, **SUMMIT SAUGATUCK, LLC** (“Summit”) and the Defendant, the **TOWN OF WESTPORT WATER POLLUTION CONTROL AUTHORITY** (“Authority”), move that the Court approve and enter judgment pursuant to the following agreed upon terms and conditions of this Stipulation (“Stipulation”) as settlement of the above-referenced matter.

WHEREAS, Summit is the owner, or holder of a contract or option to purchase, parcels totaling 8.8 acres located on Hiawatha Lane or Hiawatha Lane Extension in southwest Westport, Connecticut (hereinafter, the “Properties”); and

WHEREAS, in April 2016, Summit began seeking various permits from the Town of Westport for a multi-family development at the Properties (the “Development”); and

WHEREAS, in this action, in a re-application for such permits in February 2021, the WPCA denied the re-application based solely on the lack of a positive 8-24 report; and

WHEREAS, on May 12, 2021, the Westport Planning and Zoning Commission issued a positive 8-24 report.

WHEREAS, the parties now wish to resolve the above-referenced administrative appeal by defining terms upon which the Town will approve the requested sewer extension permit.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein and other good and valuable consideration, the parties agree as follows, subject to approval by the Court pursuant to Section 8-8n of the General Statutes:

1. The Town shall issue the sewer extension permit conditioned upon the following. If any of the following are not fulfilled within forty-five (45) days of the Court's approval of this Stipulation pursuant to C.G.S. § 8-8(n), subject to one (1) thirty day (30) extension agreed upon in writing by the parties, then the obligations of the parties to this settlement agreement are null and void.

- a. Satisfaction of all terms and conditions as set forth in the Motion for Judgment in Accordance with Stipulation and accompanying Stipulation filed in *Summit Saugatuck, LLC v. Westport Planning and Zoning Authority*, Docket No. HHD-CV-19-6120090-S as approved by the Planning and Zoning Commission on May 12, 2021 which terms and conditions are incorporated by reference into this Stipulation.
- b. Approval of this Stipulated Judgment by the Superior Court pursuant to C.G.S. § 8-8(n).

2. **Non-Admission of Liability.** The entry by the parties into this Stipulation shall not be construed as an admission of liability of any party hereto.

3. **No Representation.** Each party hereto acknowledges that no other party or any agent or attorney of any other party, or any other person, firm, corporation, or any other entity has made any promise, representation or warranty whatsoever, express or implied, not contained herein concerning the subject matter of this Stipulation to induce the execution of this instrument, and

each signatory hereby acknowledges that he, she or it has not executed this instrument in reliance on any promise, representation or warranty not contained in this Stipulation.

4. **Counterparts.** This Stipulation may be executed in separate counterparts, each of which shall be deemed to be a fully executed original as to all parties that have executed any one or more of those separate counterparts. The execution of this Stipulation and the transmission thereof by facsimile or electronic (e-mail) shall be binding on the party signing and transmitting same by facsimile or electronic (e-mail) fully and to the same extent as if a counterpart of this Stipulation bearing such party's original signature had been delivered. Notwithstanding the foregoing, the parties shall exchange original counterparts of the Stipulation promptly following execution hereof.

5. **Binding Effect.** This Stipulation shall be binding upon and inure to the benefit of the parties hereto, and each and all of their heirs, personal representatives, successors and assigns.

6. **Governing Law.** This Stipulation shall in all respects be interpreted, enforced and governed by and under the laws of the State of Connecticut, and the state Courts of Connecticut shall have exclusive jurisdiction.

7. **Construction.** This Stipulation shall be construed without regard to the party or parties responsible for its preparation and shall be deemed as having been prepared jointly by the parties hereto. Any ambiguity or uncertainty existing herein shall not be interpreted or construed against any party hereto. This Stipulation shall be construed as a whole according to its plain meaning.

8. **No Waiver.** No delay or failure by any party to exercise any right under this Stipulation, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

9. **Entire Agreement.** This Stipulation, together with Exhibits and attachments hereto constitutes the entire agreement of the parties and supersedes all prior or contemporaneous agreements, discussions or representations, oral or written, with respect to the subject matter hereof, and each of the parties hereto states that he/she/it has read each of the paragraphs hereof and that he/she/it understands the same and understands the legal obligations created thereby.

10. **Notices.** Any notices given or required to be given under this Stipulation shall be in writing and delivered either personally or via certified mail, or via commercial overnight courier and by electronic (e-mail) mail as follows:

- (a) Any notice given to the Plaintiffs shall be sent simultaneously to the following addresses:

Timothy Hollister, Esq.
Hinckley Allen
20 Church Street
Hartford, CT 06103-1221
thollister@hinckleyallen.com

- (b) Any notice to the Town or its agencies shall be sent to the following address:

Ira Bloom, Esq.
Berchem Moses, PC
1221 Post Road East
Westport, CT 06880
ibloom@berchemmoses.com

- (c) Board of Selectmen, as Water Pollution Control Authority
Westport Town Hall
110 Myrtle Ave.
Westport, CT 06880

Notices delivered personally or by overnight mail, shall be deemed given when received, as well as electronic (e-mail) messages. Notices delivered by mail shall be deemed given three business days after mailing. Parties may change their address for notices in a notice given pursuant to this paragraph.

11. **Necessary Documents.** The parties agree to enter into and execute such further documents or instruments as may be necessary and appropriate to effectuate this Stipulation, including but not limited to conveyance forms or other documents incident to the closing.

12. **Power and Authority to Execute.** Each party hereto represents and warrants that it has the full power and authority to execute, deliver and perform this Stipulation, that each individual signing on behalf of a party has been duly authorized by that party to execute this Stipulation on its behalf, and that no claims being released under the terms of this Stipulation have been assigned, sold, or otherwise transferred to any other entity.

13. **Advice of Counsel.** Each of the parties has had the benefit of the advice of counsel of its own choice in the negotiating, drafting and execution of this Stipulation, and the language in all parts of this Stipulation is a product of the efforts of all parties and their respective counsel.

14. **Headings.** The paragraph headings in this Stipulation are for convenience only and shall not be used to construe or interpret the meaning of any provision herein.

15. **No Oral Modifications.** This Stipulation constitutes the entire understanding of all of the parties hereto with respect to the subject matter hereof. This Stipulation cannot be modified, amended, supplemented, or otherwise changed except by a writing signed by the party to be charged. The parties expressly intend and agree that there shall be no exceptions to this “no oral modification” clause, including, but not limited to, any present or future claims of partial performance, or equitable estoppel.

16. **No Duress.** The parties acknowledge that they have entered into this Stipulation freely and voluntarily, with the advice of counsel, and without duress.

17. **Severability.** In the event that any one or more terms or provisions of this Stipulation are determined to be unenforceable, the remaining terms and provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hand and seal to this 10 page Stipulation this _____ day of May 2021.

SUMMIT SAUGATUCK, LLC

BY: _____

Its Member/Manager
Duly Authorized

**TOWN OF WESTPORT WATER
POLLUTION CONTROL AUTHORITY**

BY: _____

Its
Duly Authorized

LIST OF EXHIBITS

Exhibit A





Town of Westport
Planning and Zoning Commission
Town Hall, 110 Myrtle Avenue
Westport, CT 06880
Tel: 203-341-1030 Fax: 203-454-6145

Public Meeting: May 12, 2021
Decision: May 12, 2021

May 13, 2021

Honorable James Marpe, First Selectman
110 Myrtle Avenue
Westport, CT 06880

RE: §8-24 Municipal Improvement for Extension of Sewer from Davenport Lane to Hiawatha Lane, Allocation of Sewer Capacity, and Conditional Approval to Connect Residential Development by Summit Saugatuck, LLC (“Summit”).

Dear First Selectman Marpe:

In response to your request for a report from the Planning and Zoning Commission pursuant to CGS §8-24, Municipal Improvement, in conjunction with a request to extend sanitary sewer service on Davenport Avenue and Hiawatha Lane for a 157-unit multi-family residential development to be developed in accordance with C.G.S. § 8-30g the Commission offers the following:

Findings

1. Several previous requests for a § 8-24 report for a sewer extension have resulted in negative reports by the Commission.
2. As a result of negative reports, the WPCA has not approved the extension and Summit has taken several appeals from the WPCA’s denials.
3. In addition, the Commission has denied the application by Summit to develop its property with a § 8-30g compliant 187-unit development, from which Summit has taken an appeal, *Summit Saugatuck v. Westport Planning and Zoning Commission*, Doc. No. HHD-CV-19-6120090 (the “Zoning Appeal”).
4. The Commission and Summit have entered into settlement discussions and have reached an agreement, to be memorialized and signed by the parties as a Stipulation for Judgment in the Zoning Appeal.
5. One of the conditions of the Stipulation for Judgment is the issuance of a positive §8-24 report from the Commission to the WPCA with respect to the sewer extension.

6. The Stipulation for Judgment contains terms and conditions that are favorable to the Town of Westport and are consistent with the Plan of Conservation and Development ("POCD")
7. A remote Public Meeting of the Planning and Zoning Commission was held on May 12, 2021 due to COVID-19. The meeting was live streamed on the Town's website and shown live on Optimum Government Access Channel 79 and Frontier Channel 6020.

THEREFORE BE IT RESOLVED it was moved by Ms. Dobin and seconded by Mr. Cohn to issue a **POSITIVE REPORT** for the §8-24 Municipal Improvement request from the First Selectman submitted on behalf of Summit Saugatuck, LLC regarding the proposal to extend sanitary sewer service on Davenport Avenue, Hiawatha Lane and Hiawatha Lane Extension to serve such properties as about the extension, including a proposed 157-unit residential development.

Reasons

1. The WPCA Collection System Supervisor confirmed there exists sufficient capacity and capability of the Town's Wastewater Treatment Facility and related infrastructure to support the proposed sewer extension and projected increase in flow.
2. The 2002 *Wastewater Facility Plan* shows the area to be serviced by the extension is located within the Sewer Boundary Area.
3. The properties in the sewer extension area are identified as needing sewer as shown on the *Sewer Service Area Evaluation Map* contained in the 2002 *Wastewater Facility Plan* prepared by Stearns and Wheler.
4. The Planning and Zoning Commission finds the sewer extension is appropriate as circumstances have changed since adoption of the 2017 Plan of Conservation and Development that cautions, "*The availability of public sewer or the establishment of sewer capacity shall not facilitate or promote new or more intensive development beyond that envisioned for the community as reflected in the Future Land Use Plan in the POCD.*" Since 2017, the Public Works Director in comments dated 3/3/20 identified improvements to the Town's Wastewater Treatment Facility can now support the increase in flow rate and volume anticipated to result from the development proposal designed by Summit Saugatuck, LLC. Additionally, the *Future Land Use Plan* shows the Hiawatha Lane neighborhood to be appropriate for the highest density ranked in the Plan listed as "*Moderate Density Residential*" versus other areas in Westport ranked as "*Lowest Residential*," and "*Low Residential Density*."
5. Expenses associated with the sewer extension will be borne by Summit Saugatuck, LLC.

Recommendations:

1. Proper sediment and erosion controls should be utilized during installation of the sewer line.
2. Existing septic systems should be properly abandoned, and the abandonment documented with the Westport Weston Health District.
3. Emergency vehicle access should be maintained during construction.

Condition of Report:

1. Compliance with and satisfactory completion of each and every condition and requirement set forth in that certain Stipulation for Judgment in the Zoning Appeal as executed by the parties and approved by the Court.

| | | |
|-------------|-----|--|
| AYES | -5- | {Dobin, Lebowitz, Cammeyer, Olefson, Cohn} |
| NAYS | -0- | |
| ABSTENTIONS | -0- | |

Sincerely,



Daniellé Dobin, Chair
Planning and Zoning Commission

cc: Bryan Thompson, WPCA Collection System Supervisor
Peter Ratkiewich, Public Works Director
Alicia Mozian, Conservation Director
Gary Conrad, Finance Director
Brian Stern, BOF Chairman
Velma Heller, RTM Moderator
Matt Mandell, Chairman, RTMP&Z Committee
Ira Bloom, Town Attorney
Eileen Flug, Assistant Town Attorney

May 10, 2021

Mr. Bryan Thompson
WPCF Collection System Supervisor
Westport Engineering/WPCA
110 Myrtle Avenue
Westport, CT 06880

RECEIVED
MAY 13 2021
TOWN OF WESTPORT
SELECTMAN'S OFFICE

Re: Hiawatha Lane, Westport, CT – Sanitary Sewer Extension

Dear Mr. Thompson,

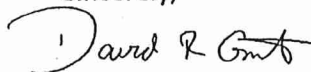
On behalf of the owner, Summit Saugatuck, LLC, please find the attached Sewer Assessment and Flow Calculations as well as a Sanitary Sewer Fee Analysis for The Village at Saugatuck development.

The proposed development will occur at the west end of Hiawatha Lane and will consist of the removal of eight (8) existing single-family residences and consolidating those parcels into one while constructing three (3) residential buildings above a below grade parking garage. The proposed development will have seventy (70) 1-bedroom units, sixty-eight (68) 2-bedroom units and nineteen (19) 3-bedroom units for a total unit count of one hundred fifty-seven (157).

The attached calculations assume the eight (8) properties subject to the redevelopment do not currently have a sewer assessment against them, however sanitary sewer flow from these parcels was included in the original design of the Westport Wastewater Treatment Facility and is included to determine the anticipated increase from the proposed development. Assessments and Sewer Flows associated with the former Building E site (28 & 36 Hiawatha Lane) as well as from any adjacent parcel (24, 26, 27, 29, 31, 33, 35A, 35B, 35C & 37 Hiawatha Lane) were not included in any of the calculations. Should any of those parcels seek to connect to the sewer line extension in the future, it is our understanding that they will be subject to review and approval by the Westport WPCA and the appropriate sewer assessment fee.

Should you have any questions regarding the attached, please do not hesitate to contact me.

Sincerely,



David R. Ginter, P.E.

Enclosures: File

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Assessment and Flow Calculations

| | | |
|---|------------------------|------------------------|
| Project: <i>The Village at Saugatuck</i> | Project #: 7435 | Date: 5/10/2021 |
| Location: <i>Hiawatha Lane, Westport, CT</i> | By: DRG | Checked: DRG |

Existing Conditions

| Use | Unit Rate | Qty. | Units |
|---------------------------|-------------|------|-------------|
| Single Family Residential | 1.0 unit/ea | 0 | 0.00 |
| Total: | | | 0.00 |

Proposed Development

| Use | Unit Rate | Qty. | Units |
|---------------|--------------|------|--------------|
| 1 Bedroom Apt | 0.50 unit/ea | 70 | 35.0 |
| 2 Bedroom Apt | 1 unit/ea | 68 | 68.0 |
| 3 Bedroom Apt | 1 unit/ea | 19 | 19.0 |
| Total: | | | 122.0 |

Assumed Existing Conditions Wastewater Flow

| Use | # of Units | People per Unit | Total People | Flow/Person | Anticipated Flow |
|---------------------------|------------|-----------------|--------------|-------------|------------------|
| Single Family Res. | 8 | 2.79 | 22 | 98 gpd | 2,187 gpd |
| Average Daily Flow | | | | | 2,187 gpd |
| Peak Flow | | | | | 8,749 gpd |
| Peak Flow | | | | | 6.1 gpm |

Proposed Conditions Wastewater Flow

| Use | # of Units | People per Unit | Total People | Flow/Person | Anticipated Flow |
|---------------------------|------------|-----------------|--------------|-------------|--------------------|
| 1 Bedroom Apt | 70 | 1.5 | 105 | 98 gpd | 10,290 gpd |
| 2 Bedroom Apt | 68 | 2.79 | 190 | 98 gpd | 18,593 gpd |
| 3 Bedroom Apt | 19 | 2.79 | 53 | 98 gpd | 5,195 gpd |
| Average Daily Flow | | | | | 34,078 gpd |
| Peak Flow | | | | | 136,310 gpd |
| Peak Flow | | | | | 94.7 gpm |

Notes:

1. No properties in the development area currently are connected into the sewer system and are assumed to have no current sewer assessment. Existing flow is assumed as those properties were accounted for in the original Wastewater Treatment Plant Design
2. Proposed sewer assessment is for the development property only and excludes the adjoining properties (24, 26, 27, 29, 31, 33, 35A, 35B, 35C & 37 Hiawatha Lane) and former Building E site (28 & 36 Hiawatha Lane) that will have the ability to connect in the future.
3. Proposed wastewater flow is for the development property only and excludes the adjoining properties (24, 26, 27, 29, 31, 33, 35A, 35B, 35C & 37 Hiawatha Lane) and former Building E site (28 & 36 Hiawatha Lane) that will have the ability to connect to sewer in the future.

Sanitary Sewer Fee Analysis

| | | |
|---|------------------------|------------------------|
| Project: <i>The Village at Saugatuck</i> | Project #: 7435 | Date: 5/10/2021 |
| Location: <i>Hiawatha Lane, Westport, CT</i> | By: DRG | Checked: DRG |

| Anticipated Sewer Assessment Fee | |
|-----------------------------------|-------------|
| Existing Sewer Unit Assessment | 0.0 units |
| Proposed Sewer Unit Assessment | 122.0 units |
| Increase in Sewer Unit Assessment | 122.0 units |
| Anticipated Sewer Assessment Fee | \$38,064 |

| Anticipated Inflow and Infiltration (I&I) Abatement Fee | |
|---|-------------|
| Existing Peak Flow | 8,749 gpd |
| Proposed Peak Flow | 136,310 gpd |
| Increase in Peak Flow | 127,561 gpd |
| Anticipated I&I Abatement Fee | \$679,899 |

| Anticipated Pump Station #2 Special Assessment Fee | |
|--|----------|
| Existing Peak Flow | 6.1 gpm |
| Proposed Peak Flow | 94.7 gpm |
| Increase in Peak Flow | 88.6 gpm |
| Anticipated PS#2 Assessment Fee | \$99,349 |

Notes:

1. Anticipated Sewer Assessment Fee = Increase in Sewer Unit Assessment x \$312/unit
2. Anticipated I&I Abatement Fee = Increase in Peak Flow x \$5.33/gpd
3. Anticipated Pump Station #2 Assessment Fee = Increase in Peak Flow x \$1,116.28/gpm



WESTPORT

DEPARTMENT OF PUBLIC WORKS

TOWN HALL, 110 MYRTLE AVENUE
WESTPORT, CONNECTICUT 06880
(203) 3411120 www.westportct.gov

May 13, 2021

Mr. James S. Marpe
First Selectman
110 Myrtle Avenue
Westport, CT 06880

RECEIVED

MAY 13 2021

TOWN OF WESTPORT
SELECTMAN'S OFFICE

**Re: Supplemental Sanitary Sewer Connection and Main Line Extension
Residence at Hiawatha Development (Hiawatha Lane Private)
Summit Development LLC - Owner**

Dear Mr. Marpe:

This office is in receipt of flow calculations dated May 10, 2021, from Redniss & Mead for the above referenced proposed development. The owners are seeking approval for a sanitary sewer main line extension and a supplemental sewer connection for a proposed multi-unit residential development. The property owners are simultaneously seeking Planning and Zoning approval for a Zone change permitting them to build a multi-unit residential development.

The Planning & Zoning Commission unanimously approved a positive CGS8~24 report for a sanitary sewer main line extension. The developer is proposing to install a private sewer extension to serve their development as well as all properties west of the Hiawatha Lane and Davenport Road intersection. The proposed collection system extension will consist of seven-hundred and eighty linear feet (780lf) of eight inch (8") sewer main and sixteen service connections. This collection system will flow westerly from the intersection to a proposed pump station (private) that will lift the flow up to an existing sewer manhole located in Davenport Road. The force main will be approximately fourteen hundred linear feet long (1400lf). The development of this main line extension must comply with the "Policy Regarding "Private Sanitary Sewer Main-Line Extensions" (MLE) and all construction will be to Town standards.

The proposed development is intending to merge eight (8) existing lots (currently on septic) into one large parcel on which they will construct three (3) multi-unit buildings. The proposed development will result in a total of one-hundred and fifty-seven units (157), seventy (70) single-bedroom units, sixty-eight (68) two-bedroom units, and nineteen (19) three-bedroom units, that will result in a total of one hundred and twenty-two (122) benefit assessment units. Therefore the Authority must approve the connection request and assign one hundred and twenty-two (122) supplemental benefit assessment units for the property before a "Sanitary Sewer Connection Permit" can be issued by this office.

It is the recommendation of this office that the Authority approve the connection request and supplemental assessment, subject to the following stipulations:

May 13, 2021

Re: **Supplemental Sanitary Sewer Connection and Main Line Extension
Reidence at Hiawatha Development (Hiawatha Lane Private)
Summit Development LLC - Owner**

- 1) The procedures outlined in the "Policy Regarding Private Sanitary Sewer Main-Line Extensions (MLE)" must be implemented for the review of this application.
- 2) All engineering design plans, and installation shall be subject to approval by this office and must be in accordance with the current Town of Westport Water Pollution Control Authority Regulations, except as otherwise waived by the Authority.
- 3) The Developer will be responsible for all down stream improvement of the down stream collection system if deemed necessary, such as but not limited to cctv inspection, cleaning, grout sealing and slip-lining as needed.
- 4) An estimate of cost for construction shall be submitted to this office for review and approval. A bond shall be posted by the owners in the amount of the estimated cost of the mainline construction, as approved by this office, prior to execution of the "Permit Agreement" by the Town of Westport.
- 5) The Developer shall enter into a "Permit Agreement" with the Town for the private sewer extension. If the "Permit Agreement" is not executed within one (1) year after initial approval by the Authority, said approval shall become null and void.
- 6) All construction shall be at the expense of the property owners.
- 7) The owner's drain layer shall obtain a "Sanitary Sewer Connection Permit" from the Westport Department of Public Works.
- 8) The property shall be subject to an additional sanitary sewer benefit assessment as if it was included under Sanitary Sewer Contract No. 1, amounting to \$312.00 for each additional unit assessed. For the subject property, it is recommended that an assessment of one hundred and twenty-two (122) units, a total of \$38,064.00 be charged.
- 9) In accordance with the "Inflow and Infiltration (I&I) Abatement Policy" the property shall be subject to the I&I Abatement Fee for the increased sewer flows generated by their proposed development, post development sewer flows have been calculated to be 127,561 gpd. Therefore, the I&I Abatement Fee is equal to the post development flow of 127,561 gpd multiplied by \$5.33/gpd for a total I&I Abatement Fee of \$679,899.00. The abatement fee shall be paid to the Town Sewer Reserve Account for I&I Abatement prior to the issuance of a "Sanitary Sewer Connection Permit".

May 13, 2021

Re: **Supplemental Sanitary Sewer Connection and Main Line Extension
Residence at Hiawatha Development (Hiawatha Lane Private)
Summit Development LLC - Owner**

- 10) The property shall be subject to the "Special Assessment Policy for Pump Station #2 Capacity Upgrade". This policy affects all new developments on the west side of the Saugatuck River that increased sewer flows generated by their proposed development that discharge through Pump Station #2 and that were not anticipated in the 2002 Wastewater Facility Plan. The structure of this fee is calculated based on the developments proposed peak design flow of 88.60 gallons per minute (gpm) multiplied by \$1,116.28/gpm for Special Assessment fee of \$99,349.00. The Special Assessment fee shall be paid prior to the issuance of a "Sanitary Sewer Connection Permit".
- 11) There shall be no credits to the property owners.
- 12) A charge of \$250.00 shall be levied against the property should the owners subsequently wish to rescind the supplemental sanitary sewer connection approved by the Authority.

Respectfully,



Bryan H. Thompson
WPCA Collection System Supervisor

CC: Peter A. Ratkiewich, Director of Public Works
Mary Young, Director of Planning and Zoning
Eileen Flug, Assistant Town Attorney
Ira Bloom, Town Attorney
David Ginter, PE Redniss & Mead