



City of Ansonia

253 Main Street
Ansonia, Connecticut 06401

NEEDED FOR FILE

25 APR -4 PM 12:15

ant. J. Baul
TOWN AND CITY CLERK
ANSONIA, CONNECTICUT

ANSONIA BOARD OF ALDERMEN MEETING AGENDA

April 8, 2025
7:00 PM

Join Zoom Meeting

<https://us06web.zoom.us/j/86076297897?pwd=HWPSTrASxfjbc3DyUNygafdlqUJoL.1>

Meeting ID: 860 7629 7897

Passcode: 088628

One tap mobile

+13126266799,,86076297897# US (Chicago)

+16469313860,,86076297897# US

PLEDGE OF ALLEGIANCE

ROLL CALL

CONSIDERATION OF PREVIOUS MINUTES

PUBLIC SESSION

PUBLIC OFFICIAL SESSION

FINANCIAL REPORTS

- a. Finance Committee
- b. BOAT Recommendations
- c. Request for Refunds

MONTHLY REPORTS

Staff Reports

ACCIDENTS AND CLAIMS

1. Claim No. 03-2025-1073 Jacquelyn Troesser v. City of Ansonia.

2. Claim No. 03-2025-1074 Patricia Lemon Re: Vehicle damage

3. Claim No. 03-2025-1075 CKG Associates, LLC D/B/A Servpro of Milford –Orange-Stratford VS. Elizabeth Lucarini, City of Ansonia Re: 10 Menna Rd Ansonia, CT 06401

APPOINTMENTS

See Mayor's Letter: April 2, 2025

COMMUNICATION

RESIGNATIONS

RESOLUTION

ORDINANCE

NEW BUSINESS

1. Sewer Stabilization Fund: Open Account and Establish Credits.
2. Release of Escrow Funds
3. Munch Eatery Re: Encroachment Issue
4. Consideration of acceptance & City Road Re: Portion of Granite Terrace.
5. Discussions Re: Place for City wide Referendum on Budget; schedule and dates.

OLD BUSINESS

EXECUTIVE SESSION

1. Land Use Blight Liens:
 - a) 73 Myrtle Ave
 - b) 116a Jewett St
 - c) 32 Crescent St
2. Contract negotiations Re; Waste Disposal Agreement
3. Lease Negotiation Re: Fitzpatrick Car Dealership/East Main St Parking Lot
4. Potential Property Acquisition/Litigation Re: 69-78 Pulaski Highway
5. Contract Negotiation Re: Regional Agreement w/ Shelton Development Corporation for Economic Development

6. Pending Litigation Re: City-wide fields bid.

ACTION ON EXECUTIVE SESSION ITEMS IF ANY

ADJOURNMENT

NOTICE TO THE PUBLIC

To ensure ADA Compliance please call (203)-736-5900 48 hours prior to the meeting.

REFUND REPORT

CITY OF ANSONIA, TAX DEPARTMENT - 253 MAIN STREET, PO BOX 253, ANSONIA, CT 06401



BOARD OF ALDERMAN

APRIL 2025

25 APR - 3 PM 3:11
Dawson
cut

[illegible]

RECEIVED FOR FILE

25 APR -4 PM 12:14

cut *Debra Band*
TOWN AND CITY CLERK
BRANSON, CONNECTICUT

COLLECTIONS ADMINISTRATOR'S UPDATE

WPCA PAST DUE COLLECTIONS

APRIL 2025 BOARD OF ALDERMEN MEETING

- 1) MONTHLY PAST DUE UPDATE
- 2) PROBLEM ACCOUNTS (NO CHANGE)
- 3) MARSHAL DAVIES COLLECTIONS
 - A) ANNUAL
 - B) MONTHLY
- 4) MARSHAL KRUEGER COLLECTION
 - A) MONTHLY (JAN.- FEB. – MAR.)

Rita St Jacques

Collections Administrator

[illegible]

Marshal Davies

	A	B	C	D	E	F	G	H
48	MARCH 2025 COLLECTIONS							
49	Fudge, Justin	48 Prindle Ave		X	2018-8-4298	\$425.00	\$107.49	3/10/2025
50	Reese, Jack	108 Divison St (Derby)		X	2021-22-23-8-8020	\$722.50	Pd in full	3/10/2025
51	Agosta, David	24 Crestwood Rd	X		2016-81138	\$257.98	Pd in Full	3/10/2025
52	Agosta, David	24 Crestwood Rd		X	2017-6-5083	\$167.02	\$206.83	3/10/2025
53	George, Leslie	104 Prospect St		X	2017-8-4394	\$167.17	Pd in Full	3/10/2025
54	George, Leslie	104 Prospect St	X		2017-6-3448	\$257.83	\$1,357.52	3/10/2025
55	Schmidheini, Tara	2 Hunters Lane		X	2016-8-2767	\$17.00	\$515.37	3/10/2025
56	Nidever, Warren	9 Pinecrest Ave	X		2016-17-18-19-20-6	\$1,648.47	Pd in Full	3/10/2025
57	Nidever, Warren	9 Pinecrest Ave		X	2017-18-19-8-4169	\$1,464.00	Pd in full	3/10/2025
58	Nidever, Warren	9 Pinecrest Ave		X	2020-8-4169	\$287.53	\$149.94	3/10/2025
59	Strother, Benjamin	20 hoinski Way		X	2019-8-2443	\$42.50	\$102.31	3/10/2025
60	Collins, Jomel	36 Highland Ave	X		2020-6-3297	\$127.50	\$62.88	3/10/2025
61	Marcucio, John	34 Benz St		X	2021-8-443	\$170.00	\$396.01	3/10/2025
62	Bacote, Fannie Mae	41 Scotland St	X		2012-6-296	\$42.50	\$81.02	3/10/2025
63	Tinney, Dennis	72 High St	X		Past due & curr	\$6,369.47	Pd in Full	3/10/2025
64	Tinney, Dennis	72 High St		X	Past due & curr	\$7,216.00	Pd in full	3/10/2025
65	Scott, Nicholas	43 Hodge Ave	x		Past due & curr	\$1,847.23	Pd in full	3/10/2025
66	Scott, Nicholas	43 Hodge Ave		X	Past due & curr	\$1,521.78	Pd in full	3/10/2025
67	Mele, Mariann	4 Remer St	X		Past due & curr	\$3,323.98	Pd in full	3/13/2025
68	Mele, Mariann	4 Remer St		X	Past due & curr	\$2,415.50	Pd in full	3/13/2025
69	Badillo, William	142 howard Ave	X		2016-6-2780	\$106.25	\$345.73	3/13/2025
70	Ekhatorm Cassius	206 N State St	X		2019-6-1474	\$127.50	\$383.54	3/13/2025
71						\$28,724.71		

	A		B	C	D	E	F	G	H
1	MARSHAL DAVIES COLLECTIONS		2013	2014	2015	2016	2017	2018	2019
2	MONTHLY				\$				
3	JANUARY			\$34,580.95	\$23,834.42	\$69,931.27	\$10,316.55	\$22,328.49	\$11,910.23
4	FEBRUARY		\$6,950.49	\$3,823.25	\$23,207.19	\$121,854.58	\$25,375.88	\$20,303.46	\$13,377.76
5	MARCH		\$25,751.12	\$14,484.79	\$40,797.92	\$48,348.94	\$96,746.67	\$104,852.82	\$28,599.22
6	APRIL		\$5,440.52	\$54,604.81	\$56,233.59	\$27,288.01	\$30,141.20	\$39,154.19	\$34,575.97
7	MAY		\$35,516.12	\$77,659.26	\$50,220.67	\$97,344.65	\$33,380.15	\$37,655.53	\$43,872.56
8	JUNE		\$21,970.87	\$69,278.22	\$53,558.79	\$63,966.66	\$23,176.85	\$11,016.72	\$17,647.69
9	JULY		\$76,778.38	\$38,190.80	\$65,560.00	\$49,620.59	\$23,568.66	\$27,535.36	\$29,249.77
10	AUGUST		\$31,936.95	\$31,663.11	\$114,321.40	\$36,783.47	\$26,489.28	\$7,011.21	\$30,900.80
11	SEPTEMBER		\$62,143.11	\$40,081.02	\$48,863.73	\$25,377.44	\$20,988.88	\$114,278.66	\$43,227.14
12	OCTOBER		\$106,365.65	\$45,453.73	\$22,143.84	\$41,838.79	\$15,100.00	\$134,474.14	\$25,621.45
13	NOVEMBER		\$13,653.30	\$17,664.74	\$80,235.60	\$22,759.68	\$27,955.15	\$46,869.05	\$28,463.68
14	DECEMBER		\$44,445.38	\$22,336.43	\$144,143.43	\$31,828.93	\$46,139.30	\$18,914.93	\$42,675.51
15									
16	ANNUAL TOTAL		\$430,951.89	\$449,821.11	\$723,120.58	\$636,943.01	\$373,378.57	\$581,394.56	\$350,121.78
17									
18	MARSHAL DAVIES COLLECTIONS		2020	2021	year 2022	2023	2024	2025 YEAR	
19	JANUARY		\$8,575.70	\$9,748.11	\$10,415.25	\$28,323.00	\$30,225.92	\$30,511.43	
20	FEBRUARY		\$3,849.15	\$110,288.67	\$32,212.44	22,033.89	\$15,263.03	\$9,893.91	
21	MARCH		\$22,404.83	\$207,062.76	\$87,580.17	\$44,924.92	\$52,743.97	\$28,724.71	
22	APRIL		\$28,247.00	\$92,032.55	\$41,272.59	\$17,591.32	\$2,243.32		
23	MAY		\$10,467.62	\$19,042.15	\$5,323.13	\$24,720.30	\$19,943.26		
24	JUNE		\$11,787.63	\$9,719.63	\$24,375.46	\$19,904.62	\$24,602.42		
25	JULY		\$16,682.59	\$12,628.17	\$11,691.54	\$21,988.13	\$33,464.82		
26	AUGUST		\$31,092.31	\$26,416.41	\$24,124.89	\$22,951.98	\$154,809.14		
27	SEPTEMBER		\$25,864.57	\$15,875.40	\$28,569.30	\$47,221.27	\$36,798.86		
28	OCTOBER		\$16,127.57	\$9,715.17	\$27,196.01	\$21,604.05	\$37,755.88		
29	NOVEMBER		\$18,643.25	\$6,548.47	\$40,538.40	\$24,638.32	\$54,122.00		
30	DECEMBER		\$33,014.10	\$32,162.57	\$21,599.62	\$20,193.32	\$16,304.50		
31									
32	ANNUAL TOTAL		\$226,756.32	\$551,240.06	\$354,898.80	\$316,095.12	\$480,301.12		
33									

A			B	C	D	E	F	G	H	I
1	COLLECTIONS 2025 MARSHAL KRUEGER									
2	NAME	ADDRESS	USE	PRO	ACCOUNT	AMT PD	DATE	STATUS		
3	2025 JANUARY									
4	McNamara, Debra	107 Howard Ave Unit A	X		2020-8-2649	\$255.00	1/2/2025	Open		
5										
6	2025 FEBRUARY									
7	McNamara, Dera	107 Howard ave Unit A	X		2020-8-2649	\$12.15	2/10/2025	Paid		
8	McNamara, Debra	107 Howard ave Unit A	X		2020-6-3211	\$242.85	2/10/2025	Open		
9	McNamara, Debra	107 Howard ave Unit A	X		2020-6-3211	\$255.00	2/25/2025	Open		
10	Clouden, Genevieve	6 Valentine Ct.	X		2022-8-9644748	\$255.00	2/18/2025	Open		
11	Dunbar, Loreen	53 Fourth St	X		2020-6-1399	\$297.50	2/25/2025	Open		
12	Allen, Donald	128 Hill St				\$170.00	2/11/2025	Open		
13	Allen, Donald	128 Hill St				\$170.00	2/18/2025	Open		
14	Brown, Shaquana	120 N Prospect St	x		2022-23-8-3813	\$616.25	2/25/2025	Pd in full		
15	DiNardo, Pasquale	7 Howard Ave Unit 1	X		2019-6-2088	\$145.21	2/10/2025	Pd in full		
16	DiNardo, Pasquale	7 Howard Ave Unit 1	X		2020-6-2088	\$153.31	2/10/2025	Pd in full		
17	DiNardo, Pasquale	7 Howard Ave Unit 1	x		2021-22-2088	\$580.36	2/10/2025	Pd in full		
18	DiNardo, Pasquale	7 Howard Ave Unit 1		X	2022-8-2644	\$14.64	2/10/2025	Open		
19	Ortiz, Alex	14 Columbia St	X		2021-8-1025	\$170.00	2/25/2025	Open		
20	Pannone, Lester	25 Elaine Dr	X		2020-8-1366	\$85.00	2/10/2025	Open		
21	Pannone, Lester	25 Elaine Dr	X		2020-8-1366	\$85.00	2/25/2025	Open		
22	Roberts, Jermaine	109 Prospect St		X	2020-8-4396	\$275.45	2/11/2025	Pd in full		
23	Roberts, Jermaine	109 Prospect St	X		2020-6-2717	\$64.55	2/11/2025	Open		
24	Rodriguez, David	64 Indian Ave Derby		X	2015-8-8029	\$85.00	2/10/2025	Open		
25	Rodriguez, David	64 Indian Ave Derby		X	2015-8-8029	\$85.00	2/25/2025	Open		
26	Gomez, Reyes	260 N State St		X	2019-8-3935	\$85.00	2/25/2025	Open		
27	Rene, Herriot	84 Clifton Ave	X		2020-6-52	\$340.00	2/10/2025	Open		
28	Ramirez, Monica	40 Nolan Rd		X	2020-8-4037	\$85.00	2/10/2025	Open		
29	Nixon, Christine	107 Howard Ave Unit B	X		2020-6-3210	\$42.50	2/11/2025	Open		
30						\$4,314.77				
31	2025 MARCH									
32	Allen, Donald	128 Hill St	X	X	Both	\$2,021.33	3/12/2025	Pd in full		
33	Cabrera, Arias	79 Elm St	X		2019-20-6-1706	\$1,414.00	3/12/2025	Pd in full		
34	Cabrera, Arias	79 Elm St		X	2020-8-1473	\$93.85	3/12/2025	Open		

	A	B	C	D	E	F	G	H	I
35	DiNardo, Pasquale	7 Howard Ave Unit 1		X	2022-8-264	\$255.00	3/12/2025	Open	
36	McKenna, Carol	12 Ells St		X	2020-8-1419	\$85.00	3/12/2025	Open	
37	Nixon, Christine	107 Howard Ave Unit B	X		2020-6-3210	\$21.25	3/12/2025	Open	
38	Roberts, Jermaine	109 Prospect St	X		2020-6-2717	\$140.00	3/12/2025	Open	
39	Rodriguez, David	64 Indian Ave Derby		X	2015-8-8029	\$87.85	3/12/2025	Open	
40	Pujos, Evelyn	125 Division St	X		Past due & Curr	\$833.14	3/31/2025	Pd in full	
41	Pujos, Evelyn	125 Division St		X	Past due & Curr	\$2,543.95	3/31/2025	Pd in full	
42	Pannone, Lester	25 Elaine Dr		X	2020-8-1366	\$85.00	3/31/2025	Open	
43	Dunmore, Yashua	14 Page St	X		2021-6-1241	\$159.56	3/31/2025	Pd in full	
44	Dunmore, Yashua	14 Page St		X	2020-8-4081	\$182.72	3/31/2025	Pd in full	
45	Dunmore, Yashua	14 Page St		X	2021-8-4081	\$17.72	3/31/2025	Open	
46	Rodriguez, David	64 Indian Ave Derby		X	2015-8-8029	\$85.00	3/31/2025	Open	
47	McNamara, Debra	107 Howard Ave Unit A	X		2020-6-3211	\$170.00	3/31/2025	Open	
48	Holbrook Jan	10 Buawell St	X		Past due & Curr	\$2,952.06	3/31/2025	Pd in full	
49	Holbrook Jan	10 Buswell St		X	Past due & Curr	\$3,434.71	3/31/2025	Pd in full	
50						14582.14			

Director's Report

April 2025

February Circulation Statistics (Monthly)

Circulation	1832
Hoopla Circulation	438
Hoopla New Borrowers Jan-Feb	19
Patrons added	59
Patrons (Active)	2745
Patrons (Expired)	1267

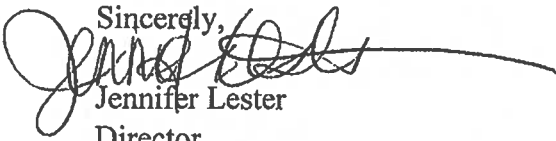
Goals/Improvements

- ❖ Work towards increasing visits through our continued adult, teen and children's programming. **Ongoing**
- ❖ Get new computers so that the use is more accommodating to the public. The current adult public computers are outdated, slow and sometimes do not work as they are running on Windows 7 and cannot keep up due to new upgrades. **Partial completion**
- ❖ Looking to improve and increase seating areas for our patrons. **New seating area where mystery shelving use to be**

Updates

- Met with Nancy Hamson, Executive Director of the Valley Council for Health and Human Services to discuss the library being involved to help communicate the needs of the community.
- New Hires- Request to hire 2 new pages has been put in. Hopefully positions will be filled in March/April.
- Card holders and Hoopla- In house flyers, in house postings, verbal communication, website, and social media.

Sincerely,



Jennifer Lester

Director

April Adult Programming @ the Ansonia Library



Every
Saturday

Poundfit

SKIP THE GYM, COME TO THE LIBRARY! Come work up a sweat with Terry from TAD-G's Fitness.

Every Saturday @ 8:30 am



April
3

The Legacy of the Titanic

Join us as we commemorate the 113th anniversary of the sinking of the RMS Titanic. Titanic for Dummies author and former University of New Haven professor, Stephen Spignesi, presents a fascinating illustrated lecture about the most famous shipwreck in world history based on his acclaimed books!

Thursday, April 3rd @ 6:00 PM



April
22

Adult Craft Night

Join us for our monthly adult craft night! This month we are making Recycled Egg Carton Toadstools on a wooden base with moss.

Tuesday, April 22nd @ 5:00 PM



April
26

The Breakfast Club

Each Month from September to May we will try a different donut from around the area. Join us for all the fun!

Saturday, April 26th @ 10:00 AM



April
TBD

Book Club

Join us for our monthly book club. Each month we pick a new book to delve into. Please keep an eye on our website for our April book and date. To register for the book club, please call the library.

Check our website, social media, or contact the library for updates.

**To register for any of our events, scan the event QR code
or visit our website: ansonialibrary.org**

Questions? Email us at: ansonialibrary.events@gmail.com

ANSONIA LIBRARY

53 S CLIFF ST, ANSONIA, CT 06401

PH: 203.734.6275 | ansonialibrary.events@gmail.com

APRIL CHILDREN'S PROGRAMMING @ THE ANSONIA LIBRARY



MONDAYS

STORYTIME FOR LITTLES

Our Littles StoryTimes feature a delightful mix of music and movement, singing and finger plays, and (of course!) books. After the session, you have the option to "Stay and Play" and engage in various activities designed to enhance sensory skills, art, imaginative play, fine motor skills, and socialization. Register for the dates that work best for you.

Monday, April 7th & 21st @ 9:30 AM (0-24 months)



TUESDAYS

STORYTIME FOR BIGS

Big kids love to stay active! Our Bigs Storytimes feature a lively mix of music to shake off the wiggles, along with singing, dancing, and storytelling! Don't miss our "Stay and Play" session, where you can explore a variety of hands-on activities designed to enhance sensory skills, unleash your creativity, inspire imaginative journeys, refine fine motor skills, and strengthen social interactions! Be sure to register for the dates that suit you best.

Tuesday, April 1st, 8th & 22nd @ 9:30 AM (2-5 years)



**APRIL
5**

3RD ANNUAL UNICORN DAY

Join us in celebrating the most magical creature to ever exist...unicorns! We will have a variety of crafts available, and then Spirit the Unicorn will visit for petting and pictures, and if you're very lucky—unicorn kisses!

Saturday, April 5th

10:30 AM-12 PM crafting activities while supplies last (3+)

11 AM-12 PM a visit from Spirit the Unicorn (all ages)

**NO
REGISTRATION
REQUIRED**

**APRIL
8 & 22**

SHAKE IT OFF: LITTLE MOVERS & GROOVERS

Let's get up and groove with Judy Pancoast! She'll be playing her instruments while we sing and dance together, shaking off all those wiggles with laughter! This class will immediately follow our big storytimes. Register for the dates that work best for you.

Tuesdays, April 8th & 22nd @ 10 AM (ages 0-5)



**APRIL
9 & 23**

HEAD, SHOULDERS, KNEES & TOES YOGA

Get ready to twist, stretch, and strike a pose while having a blast with fun stories and groovy tunes. You can sign up for one session or do both—your choice. No yoga know-how? No problem! Just bring your smiles! register for the dates that work best for you.

Wednesdays, April 9th & 23rd @ 10 AM (ages 0-5)



**APRIL
10**

LEGO CLUB

Love LEGOs? Register for our LEGO Club and join the building bonanza where you'll engineer something amazing based on the challenge we throw your way! What will your imagination create?

Thursday, April 10th @ 5:00-6:00 PM (all ages)



**APRIL
24**

EARTH WEEK WORKSHOP: SEED BOMBS

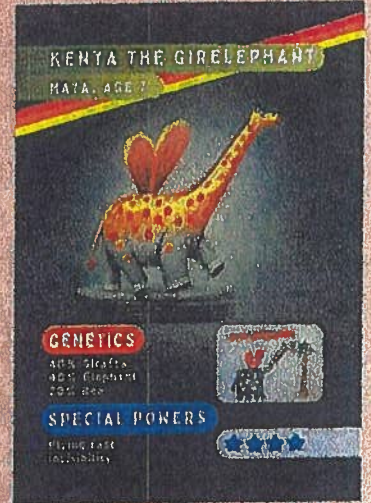
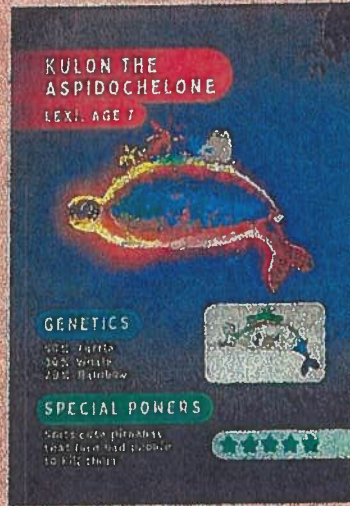
Let's get our hands dirty and whip up some seed bombs for Earth Week, sprinkling vibrant colors everywhere! What's more fabulous than crafting wildflower seed bombs that'll serve as a buffet for our buzzing buddies, the pollinators? Let's bloom together!

Thursday, April 24th @ 5:30 PM (AGES 6+)



But Wait, There's More!

A GIANT EVENT IS COMING TO THE ANSONIA LIBRARY! VISIT THE CHILDREN'S ROOM FROM APRIL 1ST TO APRIL 30TH TO CREATE YOUR OWN ANIMAL HYBRID CHARACTER AT THE DIY ANIMAL HYBRID REMIX STATION. YOUR DESIGNS WILL BE SUBMITTED TO BE PUBLISHED IN A GIANT ANIMAL HYBRID TRADING CARD DECK, JUST LIKE THE ONES BELOW. THIS SELF-DIRECTED ACTIVITY ALLOWS YOU TO WORK AT YOUR OWN PACE, SHARING DRAWINGS AND IDEAS WITH FRIENDS AND FAMILY.



Earth Day 2025

IF YOU'VE SNAGGED A TREE FROM OUR PALS AT THE NEIGHBORHOOD FOREST, KEEP YOUR EYES PEELED FOR AN EMAIL FROM US THIS MONTH WITH SCOOP ON WHEN YOU CAN SCOOP UP YOUR LEAFY FRIENDS! WEATHER GODS WILLING, THEY'LL BE ARRIVING JUST IN TIME FOR EARTH WEEK. SO, GET READY TO FLEX THOSE GREEN THUMBS! 🌱👊

Peeps Take & Makes

ART PROJECTS TO
TAKE AND MAKE AT HOME!
WE SUPPLY THE MATERIALS,
YOU SUPPLY THE CREATIVITY!
AVAILABLE BEGINNING APRIL 1ST
WHILE SUPPLIES LAST



TO REGISTER FOR ANY OF OUR EVENTS, SCAN THE EVENT QR CODES OR VISIT OUR WEBSITE ANSONIALIBRARY.ORG

ANSONIA LIBRARY
53 S CLIFF ST, ANSONIA, CT 06401
PH: 203.922.3104 | ANSONIACHILDRENSROOM@GMAIL.COM

SCHOOL VACATION WEEK PROGRAMS

SPRING
BREAK



APRIL 14

SPRING BREAK FOR BARBIES

Your Barbies are invited to the library for a getaway with friends at the exclusive Tales and Tides Resort! Check in on Monday, check out on Thursday, and follow their fun throughout the week on social media!

Check-in on Monday, April 14th from 9:30AM-3:30PM

Checkout on Thursday, April 17 before 3 PM



SPRING
BREAK



APRIL 15

PUPPET SHOW: JACK TUESDAY FAIRY TALE INVESTIGATOR

Little Bo Peep has lost her sheep and doesn't know where to find them. Jack Tuesday is the guy who can figure out why someone would try to hide them. On a chase through the city to the homes of three piggies and other popular tales, Jack Tuesday will track down the thief who has stolen the sheep and make sure that the thief lands in jail. An original story from Lionheart Puppets.

Tuesday, April 15th @ 1:30 PM (ages 4-11)



SPRING
BREAK



APRIL 15

PUPPET WORKSHOP:

Children will learn the basics of puppet construction using pre-designed patterns to create animal shadow puppets. They will also discover how to build a simple shadow screen with common household items and put on a puppet show with help from the experts at Lionheart Puppets. Space is limited.

Tuesday, April 15th @ 2:45 PM (ages 6-11)



SPRING
BREAK



APRIL 16

CRASH COOKING: SOFT PRETZELS

Learn to make soft pretzels from scratch. We've got everything you need, from the ingredients to kitchen tools—all you need to bring is the courage to try something new!

Wednesday, April 16th @ 12 PM (ages 13+)



SPRING
BREAK



APRIL 17

GROSS, WEIRD, COOL SCIENCE: THINGS THAT MAKE YOU GO EW! WHAT? AND WOW!

We uncover incredible things like... real-world zombies, fish that can climb trees, a creature that can grow a whole new body out of its head, an animal that can come back to life after being frozen solid, a worm with more butts than any other animal, the world's most indestructible creature, and so much more!

Thursday, April 17th @ 5:30 PM (ages 5+)



SPRING
BREAK



APRIL 17

READ TO JULIE, A THERAPY DOG

Julie is the ultimate listening champion, a snuggle-loving, gentle soul who adores cozy cuddle sessions while little ones read their hearts out! With her calm vibes, she transforms storytime into a confidence-boosting extravaganza for all those budding bookworms!

Thursday, April 17th starting @ 5:30 PM (all ages)



BOA REPORT April. 2025

CHILDREN'S LIBRARIAN REPORT: JEN SHUART

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Dr. Jane B. Shaw
TOWN AND CITY CLERK
ANSONIA, CONNECTICUT

March Events:

3/1 New Haven Symphony Orchestra at the Ansonia Armory:

The Story of the Three Little Pigs *see photos (all ages)

3/5 Yoga for the Littles (ages 0-5)

3/6 Mario Day Painting Party (ages 5+) *see photos

3/8 Women's History Month Program:

The Glowing Mystery of Marie Curie (ages 6-12)

3/12 Read to Julie (all ages)

3/15 New Haven Symphony Orchestra at the Library:

The African Folktale Anansi the Spider *see photos (all ages)

3/27 LEGO Club (all ages)

Updates:

- Included in this report is the April 2025 Children's Room Newsletter, which details the programming scheduled for the next month.
- One March 5th, Jen Shuart attended the Valley Community Index Children, Youth and Education committee meeting, and will work with the committee to craft the Community Index with relevant input from the library.
- On March 20th, Jen Shuart attended a Zoom with the GIANT Room educators and finalized the details for the upcoming grant program that is fully funded by the CT State Library Association. The material for the "Remix Stations," which are self-directed activities in a community space where kids and families submit their drawings, designs, and ideas to co-publish collectible trading cards and a board game. What is required from the library. Stay tuned to see what the children create!

Professional Development

- On March 10th, Jen Shuart attended the online workshop: MENTAL ILLNESS SHORT COURSE: How to Manage High Risk and Low Risk Situation. The focus of this workshop was:
 - High risk red flags: angry/violent talk, history of mental illness, stalking style delusion
 - Low risk symptoms: strange/repetitive movements, no emotion, not making sense while talking, delusions and/or hallucinations w/out violent talk
 - Don't engage, do ignore the mental illness: focus on what is needed (quieter voice, etc) through checking in and pulling them back into the moment.

Ansonia Public School Outreach:

- On March 3rd, Jen Shuart hosted all 4 of Mead School's Kindergarten classrooms for a 2 part field trip. Each classroom visited for a Ecology themed storytime, based on the unit that was being covered in the classrooms, and then moved into the Community Room for STEM based LEGO activities. 78 participants visited throughout the morning.
- On March 4th, Jen Shuart hosted all 4 of Prendergast School's Kindergarten classrooms for a field trip. Each classroom visited for a Ecology themed storytime, based on the unit that was being covered in the classrooms, and then moved into the Community Room for STEM based LEGO activities. 80 participants visited throughout the morning.
- On March 7th, Jen Shuart visited 3 classrooms for Read Across America Day and read each classroom a different "Choose Your Own Adventure" book.
- On March 12th, Jen Shuart visited Prendergast School PreK with her Storytime on the Go, visiting 70 children in the four classrooms and providing all a fun filled literacy experience by reading "A Home for Rabbit" by Margaret Wise Brown.
- On March 21th, Jen Shuart hosted the Butterfly PreK classroom from Prendergast School for their field trip and they read "The Very Hungry Caterpillar" by Eric Carle and then children learned about how the library is set up, how to explore a book on their own, and those with library cards checked books out before heading back to school. All children were given a book to keep so even if they didn't check books out, they got to take one home. No tears at the Ansonia Library!
- On March 25th, Jen Shuart attended Ansonia High School's School Governance Meeting and discussed NEASC updates and the proposal for combined Junior / Senior Prom for next year.
- On March 25th, Jen Shuart hosted the Grasshopper PreK classroom from Prendergast School for their field trip and they read "The Ant and the Grasshopper" by Rebecca Emberley and then children learned about how the library is set up, how to explore a book on their own, and those with library cards checked books out before heading back to school. All children were given a book to keep so even if they didn't check books out, they got to take one home. No tears at the Ansonia Library!
- On March 29th Jen Shuart attended the Kindergarten Registration day hosted at Prendergast School. Children and families visited the library's table and registered for library cards and the children's room newsletter, and made buttons to put on their backpacks .

Community Outreach:

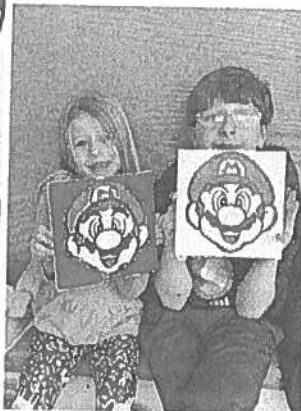
- 3/1- 1135 individuals subscribe to the newsletter
- 10 international students that attend private school in CT and reside at APEX housing facility, volunteered on Saturday, March 29 and took apart and sorted LEGOS.
- 3/28- 1152 Individuals currently subscribe to the newsletter. (this does not include the number of registered at the Kindergarten registration event as this report was submitted before that event)

**JEN SHUART
CHILDREN'S LIBRARIAN
ANSONIA LIBRARY**

AN-JSHUART@BIBLIO.ORG
203-922-3104



The New Haven Symphony donated their time and talents to the Ansonia Library again! We were all treated to a wonderful musical accompaniment of the Three Little Pigs and were introduced to each of the instruments and the sounds they make!



March 10 is Mar10 Day and we prepared for the big day with a Mario World painting party...as we always say, "Let's a-go to the library!"



A huge THANK YOU the New Haven Symphony Orchestra for their second appearance this month! They brought the talented jazz musicians, composer Tyler Goldchain (keys/guitar), Jazz Haven artists Kenny Georges (saxophone) and Jesse Hameen, II (drums), and NHSO musician Chris Johnson (bass) who brought the story of Anansi the Spider to life through music while the dynamic artist and educator, Isaac Bloodworth, narrated the story with his voice and the crankie box. Attendees were absolutely mesmerized by the lively rhythms and soulful melodies that perfectly captured Anansi's clever and mischievous spirit. From smooth saxophone to playful drum beats, the music made the story leap right off the pages!

Hello from The Children's Room at the Ansonia Library!

SPRING



April 2025 From Ms. Jen's Desk,

April showers bring...unicorns?! Absolutely... Rainbows and glitter make life better! The mane event, the most enchanting day of the year is just around the corner so mark your calendars for Saturday, April 5th: UNICORN DAY! Get ready to sprinkle your day with joy as we dive into delightful unicorn crafts, frolic through whimsical unicorn-themed sensory activities, and meet the fabulous Spirit the Unicorn in all her shimmering glory!

If you're on the hunt for some fabulous, free fun this Spring Break—we've got your back! Sign up for our awesome programs for all ages and get ready to unleash the fun! Not jetting off to a dreamy destination? No worries! You can totally live out your vacation fantasies through your Barbie, when you book a swanky getaway at the Tales and Tides Resort (all-inclusive, obviously!). There's a mystery to solve and Jack Friday is on the case! Find out whodunit at the Fairy Tale Investigators puppet show! From animal hybrids to soft pretzels- we've got you covered all Spring Break week!

See you soon!
XO, Ms. Jen

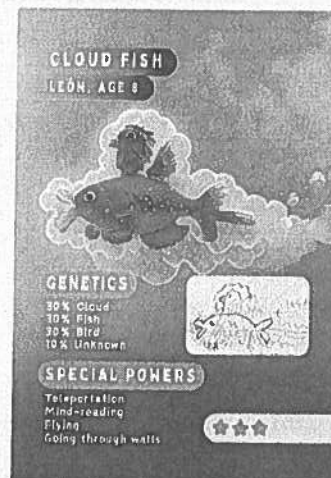
April Take and Make Kits

Mark your calendars for April 1st, Peeps! Are these sugary marshmallow bunnies the ultimate spring delight or a sugary disaster? The debate rages on, but one thing's for sure—those cute little paper bunnies are a total crowd-pleaser! while supplies last



Remix Station: Animal Hybrids (all ages) All Month Long!

A GIANT event is coming to the Ansonia Library! Visit the Children's Room from April 1st to April 30th to create your own Animal Hybrid character at the DIY Animal Hybrid Remix Station. Your designs will be submitted to be published by the GIANT Room in to the trading card deck. This self-directed activity allows you to work at your own pace, sharing drawings and ideas with friends and family. We can't wait to see what you make!



Storytime for the Littles (ages 0-2)

Monday @ 9:30 AM
April 7 & 21

Our Littles StoryTime features a delightful mix of music and movement, singing and finger plays, and (of course!) books. After the session, you have the option to "Stay and Play" and engage in various activities designed to enhance sensory skills, art, imaginative play, fine motor skills, and socialization. Register for the dates that work best for you.

RSVP

StoryTime
at the Ansonia Library

STORYTIMES FOR THE littles
(UP TO 24 MONTHS)
MONDAYS @ 9:30
APRIL 7 & 21

Our StoryTimes include music and movement, singing and fingerplays, and (of course!) books, followed by the option to "Stay and Play" with a number of activities that focus on developing sensory, art, imaginative play, fine motor, and socialization skills in a fun way.

Space is limited.
Please register to join us!



QUESTIONS? EMAIL: ANSONIACHILDRENTIME@GMAIL.COM

Storytime for the Bigs
(ages 0-2)

Tuesdays @ 9:30 AM
April 1, 8, & 22

Big kids love to stay active! Our Bigs Storytimes feature a lively mix of puppets, singing, dancing, and stories! We alternate "Stay & Play" and "Stay & Shake it Off" after Storytime this month but both options provide children with opportunities to strengthen sensory skills, unleash creativity, refine fine motor skills, and strengthen social interactions! Be sure to register for the dates that suit your schedule. Please note- Shake it Off is a separate registration.

RSVP

StoryTime
at the Ansonia Library

STORYTIMES FOR THE BIGS
(FOR CHILDREN 2-5 YEARS)
TUESDAYS @ 9:30
APRIL 1, 8, & 22

Our StoryTimes include music and movement, singing and fingerplays, and (of course!) books, some classes are followed by the option to "Stay and Play" with a number of activities that focus on developing sensory, art, imaginative play, fine motor, and socialization skills in a fun way.

Space is limited.
Please register to join us!



QUESTIONS? EMAIL: ANSONIACHILDRENTIME@GMAIL.COM

3rd Annual Unicorn Day
Family Event!
(all ages)
Saturday, April 5th

10:30 AM-12 PM: crafting activities,
while supplies last
(ages 3+)

11 AM-12 PM: Spirit the Unicorn visits
for petting and pictures
(all ages)

Join us in celebrating the most magical creature to ever exist...unicorns! We will have a variety of crafts available, and then Spirit the Unicorn will visit for petting and pictures, and if you're very lucky—unicorn kisses! **No registration is needed**—crafting stations will be available while supplies last.



Shake it Off!
Music & Movement
Tuesday, April 8 & 22
10 AM

Let's get up and groove with Judy Pancoast! She'll play instruments while we sing and dance together, shaking off all those wiggles with laughter! This class will immediately follow our Big Storytimes. Register for the dates that work best for you.

RSVP

The Ansonia Library welcomes

Judy Pancoast
Shake it Off!

April 8 & 22
10 AM

ALL AGES SHOW



MUSIC & MOVEMENT SERIES



Join us for this Kiddie Jam session and sing & dance to some new and old favorite tunes!

Questions? 203-922-3201 or ansoniachildrensroom@gmail.com

Head, Shoulders, Knees & Toes Yoga
(ages 5 and under)
Wednesday, April 9 & 23
10 AM

Get ready to twist, stretch, and strike a pose while having a blast with fun stories and groovy tunes. Please note, there is one session this month. No yoga know-how? No problem! Just bring your smiles!

RSVP

Head, Shoulders, Knees & Toes Yoga

This caregiver & child yoga class is for ages 5 and under and is filled with stretchers, easy positions, story points, and more. Bring your yoga mat and a water bottle. No experience is needed!



This month's session:
10 AM on Wednesday, April 9 & 23



Children's Center at 201-922-1044 or ansonia356@yahoo.com

LEGO Club
(all ages)
Thursday, April 10th
5-6:00 PM

Love LEGOS? Register for our LEGO Club and join the building bonanza where you'll engineer something amazing based on the challenge we throw your way! What will your imagination create?!

RSVP

CALLING ALL MASTER BUILDERS!!

THE CHILDREN'S ROOM
at THE ANSONIA LIBRARY PRESENTS



WE SUPPLY THE LEGOS. YOU SUPPLY THE IMAGINATION.

AGES 4-99 ARE INVITED TO JOIN US FOR OUR MONTHLY LEGO CHALLENGE! REGISTRATION IS REQUIRED. SPACE IS LIMITED.

QUESTIONS? REACH US AT ansoniachildrensroom@gmail.com

Seed Bombs
(ages 6+)
Thursday, April 24th
5:30 PM

Let's get our hands dirty and whip up some seed bombs for Earth Week, sprinkling vibrant colors everywhere! What's more fabulous than crafting wildflower seed bombs that'll serve as a buffet for our buzzing buddies, the pollinators? Let's bloom together!

RSVP

Seed Bombs



SCHOOL VACATION WEEK PROGRAMMING LINE-UP



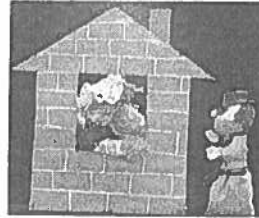
April 14th Check-In 9:30-3:30
April 17th Checkout before 3:30

Your Barbies are invited to the library for a getaway with friends at the exclusive Tides & Tales Resort! Check-in on Monday, check-out on Thursday, and follow their fun throughout the week on social media!

RSVP

Puppet Show:
Jack Friday, Fairy Tale Investigator
Tuesday, April 15th
1:30 PM
(for ages 4-11)

Little Bo Peep has lost her sheep and doesn't know where to find them but Jack Tuesday is the guy who can figure out why someone would try to hide them! On a chase through the city to the homes of three piggles and other popular tales, Jack Tuesday will track down the thief who has stolen the sheep and make sure that the thief lands in jail. An original story from Lionheart Puppets.



RSVP



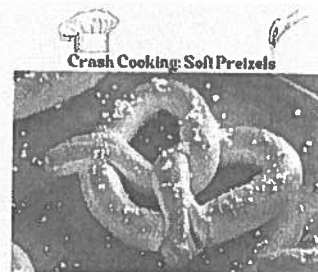
RSVP

Puppet Making Workshop:
Tuesday, April 15th
2:45 PM
(for ages 6-11)

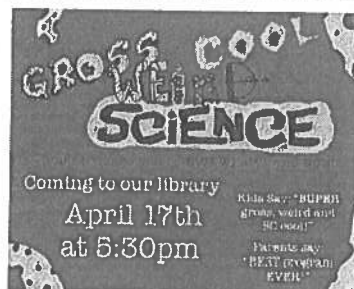
Children will learn the basics of puppet construction using pre-designed patterns to create animal shadow puppets. They will also discover how to build a simple shadow screen with common household items and put on a puppet show with help from the experts at Lionheart Puppets. Space is limited.

Crash Course Cooking:
Soft Pretzels
Wednesday, April 16th
12 PM
(for ages 13+)

Learn to make soft pretzels from scratch. We've got everything you need, from the ingredients to kitchen tools—all you need to bring is the courage to try something new!



RSVP



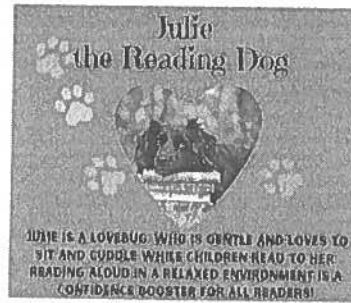
RSVP

Gross, Cool, Weird Science
Thursday, April 17th
5:30 PM
(for ages 5+)

We uncover incredible things like... real-world zombies, fish that can climb trees, a creature that can grow a whole new body out of its head, an animal that can come back to life after being frozen solid, a worm with more butts than any other animal, the world's most indestructible creature, and so much more!

Thursday, April 17th
5:30 PM
(for all ages)

Julie is the ultimate listening champion, a snuggle-loving, gentle soul who adores cozy cuddle sessions while little ones read their hearts out! With her calm vibes, she transforms storytime into a confidence-boosting extravaganza for all those budding bookworms!



RSVP

Your Neighborhood Forest Trees
are coming!



If you placed an order for a tree in celebration of Earth Week, it will be arriving shortly! Keep an eye on your email for details on when you can pick them up from the library.

Please share this newsletter with a friend!



The Children's Room at the Ansonia Library | 53 S Cliff St | Ansonia, CT 06401 US

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City of Ansonia

TAX COLLECTOR'S REPORT: MARCH 2025

REVISED

Prepared by: Johanna Figueroa, CCMC, Tax Collector
jfigueroa@ansoniacct.org

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25 APR -3 PM 3:13

out *Johanna Figueroa*
TOWN AND DISTRICT CLERK
ANSONIA, CONNECTICUT

Table of Contents

Page 1	Cover Page
Page 2	Table of Contents
Page 3	Early Collection (June)
Page 4	Original Levy VS Adjusted Levy VS Revenue Collected (all bill types)
Page 5	Collection Analysis Current VS Prior Year
Page 6	Bill Type Analysis By Dollar Collected
Page 7	Back Taxes, Interest, & Fees Collected
Page 8	Prior Year Collection Analysis
Page 19	Online VS In-Person
Page 10	Problem Accounts
Page 11	Goals and Objectives

JUNE 2024 - EARLY COLLECTIONS

YEAR/TYPE	ACTS	BEGINNING BALANCE	ADJ INC.	ADJ DEC.	TAXES		CURRENT		TAX		INTEREST		BINT		L+FEES		TOTAL		OVER		% RATE
					COLLECTABLE	SUSPENSE	PAID		PAID		PAID		PAID		PAID		PAID		PAID	TAXES	
REAL ESTAT	5,929	31,459,061.12	0	-3,120.14	31,455,940.98	0	452,146.91	0	452,149.91	-0.31	31,003,794.07	1.44%									
PERSONAL P	618	2,305,119.33	0	-112.58	2,305,006.75	0	2,965.03	0	2,965.03	0	2,302,041.72	0.13%									
MOTOR VEHI	14,903	4,576,124.69	1,537.63	-11,026.55	4,566,635.77	0	130,867.47	0	130,867.47	0	4,435,768.30	2.87%									
TOT. YR: 2023	21,450	38,340,305.14	1,537.63	-14,259.27	38,327,583.50	0	585,979.41	0	585,982.41	-0.31	37,741,604.09	1.53%									

MARCH 2025

YEAR/TYPE	ACTS	BEGINNING BALANCE	ADJ INC.	ADJ DEC.	TAXES COLLECTABLE	CURRENT SUSPENSE	TAXES* PAID	INTEREST PAID	BINT PAID	L+FEES PAID	TOTAL PAID	OVER PAID	UNCOLLECTED TAXES	CURR REF TAX
REAL	5,929	31,459,061.12	35,571.84	-206,469.88	31,288,163.08	0	31,087,569.01	42,345.58	0	0	240	31,130,154.59	-137,004.02	332,598.09
PERSO	618	2,305,119.33	0	-2,293.09	2,302,826.24	0	2,267,812.65	1,832.66	0	80.5	2,269,725.81	-0.66	35,014.25	-992.67
MOTOR	14,943	4,576,124.69	25,485.07	-106,486.59	4,495,123.17	0	3,934,234.95	45,799.19	0	0	2,388.00	3,982,422.14	-5,151.45	566,039.67
MOTOR	2,807	688,290.33	3,254.53	-5,076.48	686,468.38	0	527,987.74	4,844.69	0	0	223.5	533,055.93	-462.16	158,942.80
GL: 2023 TOTAL	24,297	39,028,595.47	64,311.44	-320,326.04	38,772,580.87	0	37,817,604.35	94,822.12	0	0	2,932.00	37,915,358.47	-137,618.29	1,092,594.81
														-15,739.03



As of the end of March 2025, nine months through the fiscal year that began July 1, 2024, we have collected nearly 37.9 million or 97.22% of our now nearly 38.8 million adjusted current tax levy on the grand list 2023.

The collection rates reported (highlight in orange) for each bill type are based on the adjusted tax levy and taxes paid factoring in over payments and current refunds (Taxes Paid Adj.).

MARCH 2025

YEAR/TYPE	ACTS	BEGINNING		ADJ INC.	ADJ DEC.	TAXES		CURRENT		TAXES*		INTEREST		BINT		L+FEES		TOTAL		OVER		UNCOLLECTED		CURR REF		% RATE	
		BALANCE				COLLECTABLE		SUSPENSE		PAID		PAID		PAID		PAID		PAID		PAID		TAXES		TAX		% RATE	
REAL		5,915	31,166,890.39	4,315.78	-56,424.43	31,114,781.74	0	30,623,904.48	45,535.09	0	926.05	30,670,365.62	-10,971.40	501,848.66	-5,788.46	98.41%											
PERSO		641	2,214,357.86	0	-2,124.62	2,212,233.24	0	2,178,957.91	1,778.99	0	46	2,180,782.90	-8.45	33,283.78	-143.27	98.50%											
MOTOR		14,814	4,887,094.97	28,797.45	-119,500.73	4,796,391.69	0	4,200,467.92	54,399.43	0	3,014.00	4,257,881.35	-7,774.65	603,698.42	-13,962.10	87.70%											
MOTOR		2,586	587,089.13	3,391.16	-12,159.17	578,321.12	0	439,483.74	4,365.47	0	501	444,350.21	-196.43	139,033.81	-415.85	76.03%											
GL: 2022 FISCAL 23/24 TOTAL		23,956	38,855,432.35	36,504.39	-190,208.95	38,701,727.79	0	37,442,814.05	106,078.98	0	4,487.05	37,553,380.08	-18,950.93	1,277,864.67	-20,309.68	96.75%											
YEAR/TYPE	ACTS	BEGINNING	ADJ INC.	ADJ DEC.	TAXES	COLLECTABLE	CURRENT	SUSPENSE	TAXES*	INTEREST	BINT	L+FEES	TOTAL	OVER	UNCOLLECTED	CURR REF	% RATE										
		BALANCE							PAID	PAID	PAID	PAID	PAID	PAID	TAXES	TAX											
REAL		5,929	31,459,061.12	35,571.84	-206,469.88	31,288,163.08	0	31,087,569.01	42,345.58	0	240	31,130,154.59	-132,004.02	332,598.09	-992.67	98.94%											
PERSO		618	2,305,119.33	0	-2,293.09	2,302,826.24	0	2,267,812.65	1,832.66	0	80.5	2,269,725.81	-0.66	35,014.25	0	98.48%											
MOTOR		14,943	4,576,124.69	25,485.07	-106,486.59	4,495,123.17	0	3,934,234.95	45,799.19	0	2,388.00	3,982,422.14	-5,151.45	566,039.67	-14,650.74	87.73%											
MOTOR		2,807	688,290.33	3,254.53	-5,076.48	686,468.38	0	527,987.74	4,844.69	0	223.5	533,055.93	-462.16	158,942.80	-95.62	76.86%											
GL: 2023 FISCAL 24/25 TOTAL		24,297	39,028,595.47	64,311.44	-320,326.04	38,772,580.87	0	37,817,604.35	94,822.12	0	2,932.00	37,915,358.47	-137,618.29	1,092,594.81	-15,739.03	97.22%											

DIFFERENCE GL 22 VS GL 23

REAL ESTAT	\$ 292,170.73	\$ 173,381.34	\$ 463,664.53	0.53%
PERSONL P	\$ 90,761.47	\$ 90,593.00	\$ 88,854.74	-0.02%
MOTOR VEHI	\$ (310,970.28)	\$ (301,268.52)	\$ (266,232.97)	0.03%
MOTOR VEH	\$ 101,201.20	\$ 108,147.26	\$ 88,504.00	0.83%
TOTAL	\$ 173,163.12	\$ 70,853.08	\$ 374,790.30	0.47%

AS OF APRIL 02, 2025

YEAR/TYPE	ACTS	BEGINNING		ADJ.INC.	ADJ.DEC.	TAXES		CURRENT		TAXES*		INTEREST		BINT		L+FEES		TOTAL		OVER		UNCOLLECTED		CURR REF	% RATE
		BALANCE				COLLECTABLE		SUSPENSE		PAID		PAID		PAID		PAID		PAID		PAID		TAXES			
REAL		5,929	31,459,061.12	35,571.84	-206,469.88	31,288,163.08	0	31,091,568.56	42,614.49	0	240.5	31,134,423.55	-132,004.02	328,598.54	-992.67	98.95%									
PERSO		618	2,305,119.33	0	-2,293.09	2,302,826.24	0	2,267,812.65	1,832.66	0	80.5	2,269,725.81	-0.66	35,014.25	0	98.48%									
MOTOR		14,943	4,576,124.69	25,822.99	-107,031.93	4,494,915.75	0	3,942,533.96	46,568.56	0	2,658.93	3,991,761.45	-5,696.79	558,078.58	-14,650.74	87.91%									
MOTOR		2,807	688,290.33	3,254.53	-5,076.48	686,468.38	0	529,133.50	4,907.18	0	223.5	534,264.18	-462.16	157,797.04	-95.62	77.03%									
GL: 2023 FISCAL 24/25 TOTAL		24,297	39,028,595.47	64,649.36	-320,871.38	38,772,373.45	0	37,831,048.67	95,922.89	0	3,203.43	37,930,174.99	-138,163.63	1,079,488.41	-15,739.03	97.26%									

MONTH	GL 2022	GL 2023
FISCAL 23/24	FISCAL 24/25	
July 31	48.78	49.39
August 31	53.2	53.07
September 30	53.97	54.07
October 31	54.59	54.76
November 30	55.13	55.35
December 31	56.71	65.02
January 31	92.23	92.32
February 28/29	95.96	96.6
March 31	96.93	97.22
April 30	97.43	
May 31	98.06	
June 30 FINAL COLLECTION RATE	98.31	

COLLECTION RATES



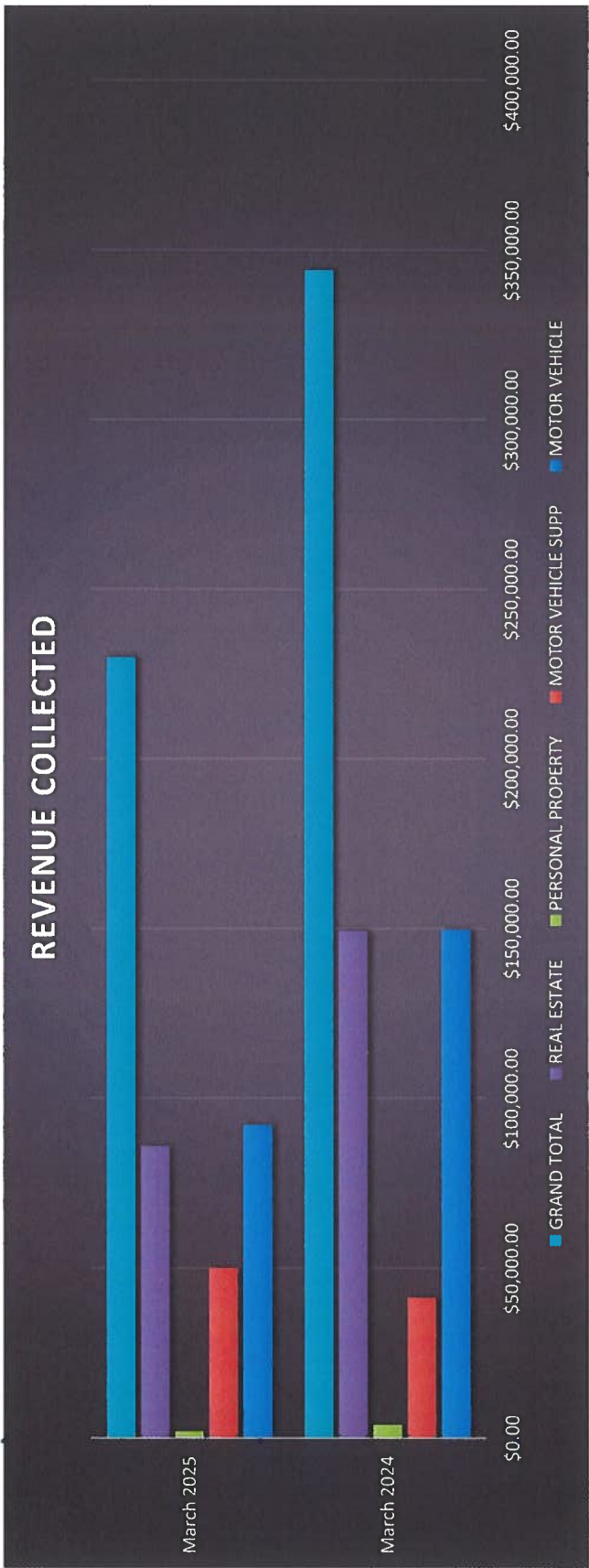
ADJUSTED TAXES COLLECTABLE VS ADJUSTED TAXES PAID



As of March 31, 2025, the percentage of total collection for the grand list 2023 is 97.22%.
As of April 02, 2025, the percentage of total collection for the grandlist 2023 is 97.26%.
April 30, 2024 the collection rate reported was 97.43%.

MARCH 2025

MONTH	MOTOR VEHICLE	MOTOR VEHICLE SUPP	PERSONAL PROPERTY	REAL ESTATE	GRAND TOTAL
March 2024	\$149,667.02	\$41,284.77	\$3,875.14	\$149,263.33	\$344,090.26
March 2025	\$92,071.66	\$50,017.99	\$2,048.01	\$85,803.09	\$229,940.75



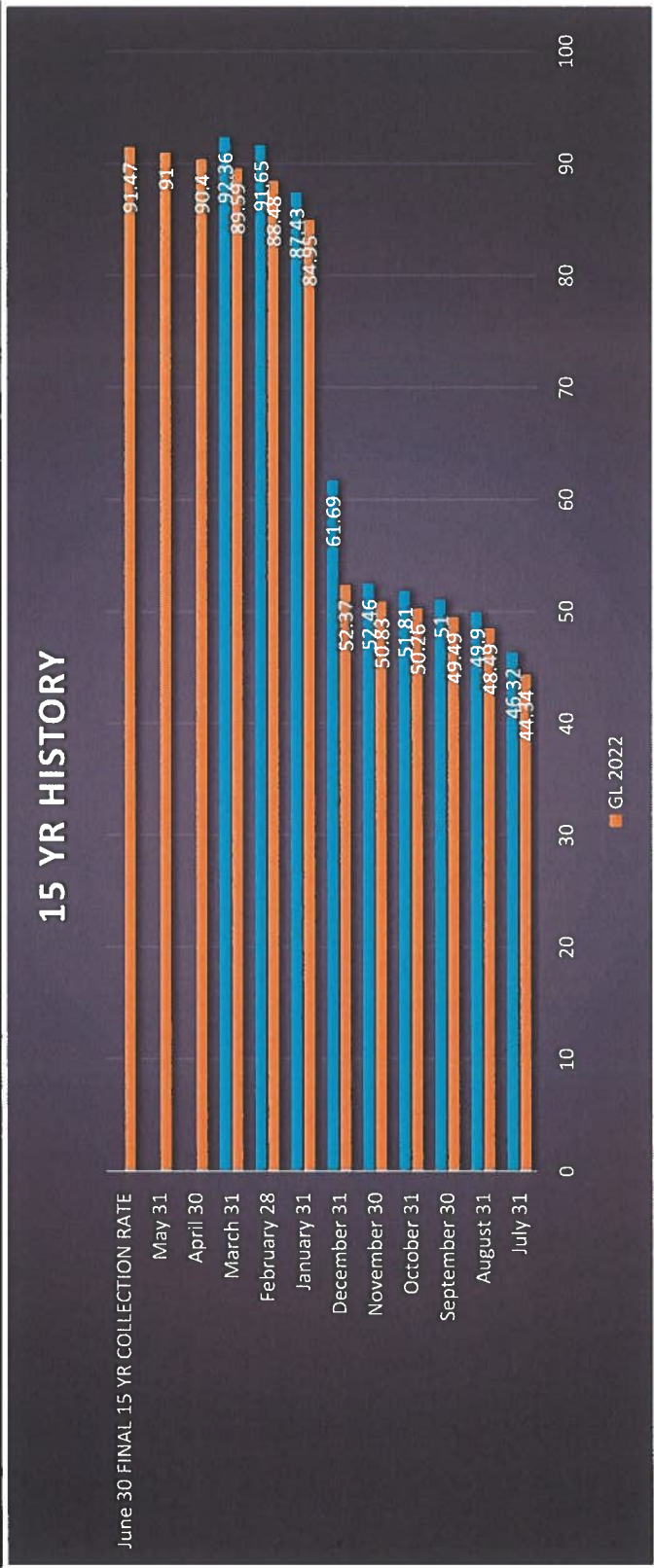
Compared with the prior year, the dollar amount collected for the month decreased for motor vehicles, personal property, and real estate, and increased for motor vehicle supp.

MARCH 2025

BACK TAXES COLLECTED GL 2009-2022		TOTAL
PRIOR TAXES	\$ 329,941.57	
PRIOR INTEREST	\$ 184,217.47	
PRIOR LIEN FEE	\$ 1,680.00	
PRIOR MISC FEE	\$ 862.50	
GL 2023		
CURRENT INTEREST	\$ 94,822.12	
CURRENT LIEN FEE	\$ -	
CURRENT MISC FEE	\$ 2,932.00	
TOTAL PRIOR TAX, ALL INTEREST & ALL FEES	\$ 614,455.66	

MARCH 2025

MONTH	GL 2022		GL 2023	
	FISCAL 23/24		FISCAL 24/25	
July 31		44.34		46.32
August 31		48.49		49.9
September 30		49.49		51
October 31		50.26		51.81
November 30		50.83		52.46
December 31		52.37		61.69
January 31		84.95		87.43
February 28		88.48		91.65
March 31		89.59		92.36
April 30		90.4		
May 31		91		
June 30 FINAL 15 YR COLLECTION RATE				
		91.47		

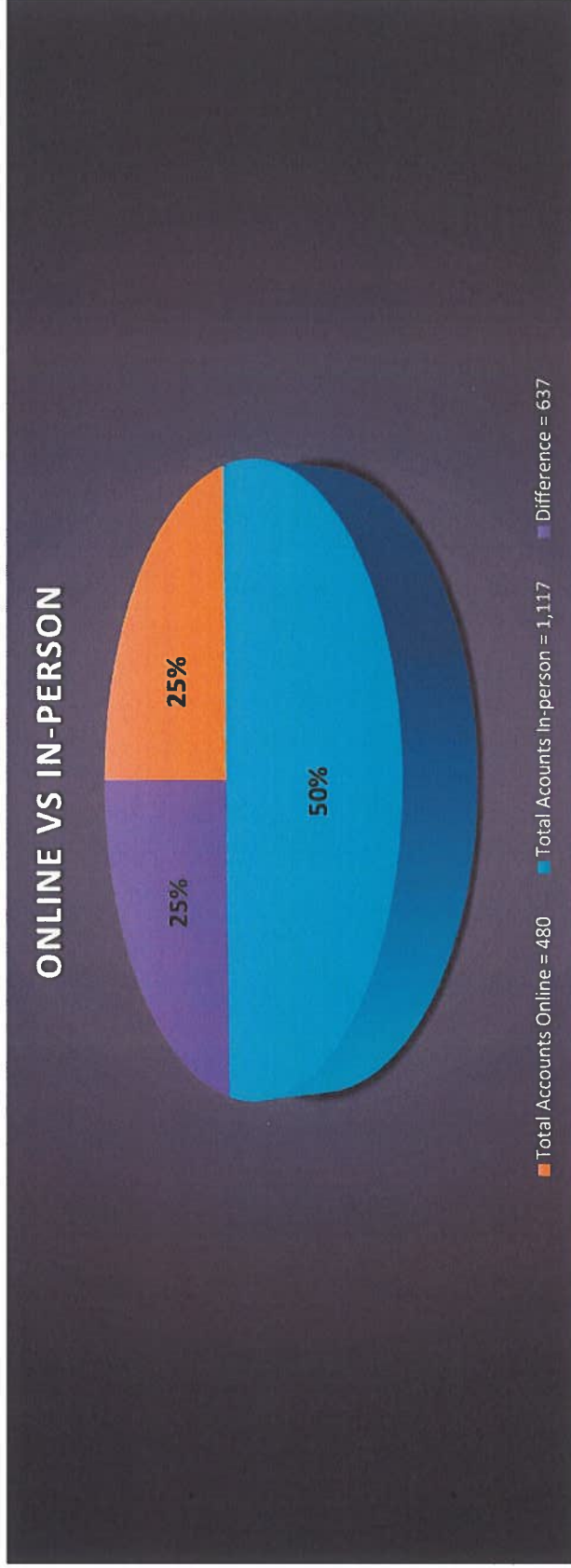


As of March 31, 2025, the percentage of total collection for the grand list 2023 is **92.36%**.
As of April 02, 2025 the percentage of total collection for the grand list 2023 is 92.36%.
April 30, 2024 the collection rate reported was 90.40%.

ONLINE VS IN-PERSON* COLLECTION

*In-person collection includes but not limited to: lien assignments, cash, checks, mail, collection agency, lockbox, electronic filing, tax sales, online payments.

ONLINE VS IN-PERSON	TOTAL RECEIVED
Total Accounts Online = 480	\$144,970.53
Total Accounts In-person = 1,117	\$294,363.58
Difference = 637	\$149,393.05



Problem Accounts

Total does not include interest, liens, or fees*

Total \$1,557,043.74

<u>Name</u>	<u>Address</u>	<u>Reason of Problem</u>	<u>Tax Dollars</u>
Marcucio John N	34.5 Benz St aka 341/ Benz St	Bankruptcy	\$12,181.65
	34 Benz St Rear	Bankruptcy	\$29,886.81
Thomas Larry & Angela	40 Ells St	City Foreclosing	\$23,287.56
Sponheimer Trustee	OS LaRovera Terr	Title Error	\$26,163.43
Ansonia Copper & Brass Inc	75 Liberty St	City Foreclosing	\$808,863.28
Heusser Frank & Dolores M	27 Prindle Ave	Bankruptcy	\$39,517.06
Ansonia Copper & Brass	7 Riverside Dr	City Foreclosing	\$568,454.54
Heusser Frank & Dolores M	142 Wakelee Ave	Bankruptcy	\$48,689.41

As of 07/01/2024

2025 GOALS

- 1-REAL ESTATE AUCTION COMING SOON
- 2-IMMOBILIZATION PROGRAM (BOOT) WITH TOWING

Courtsey calls/emails are being made for all bill types.
Delinquent motor vehicles are now in collection. TaxServ Collection Agency will soon be sending notices.
Delinquent real estate are now liened. Determination to warrant property/assign lien is in progress.
Prior real estate warrants with the Marshal have been update for furture auction.



CITY OF ANSONIA
ANSONIA FIRE DEPARTMENT
OFFICE OF THE FIRE MARSHAL
PO BOX 421
ANSONIA, CT 06401

Darrick Lundeen
FIRE MARSHAL

25 APR -4 AM 9:12
TEL: (203) 734-3525
EMAIL: dlundeen@ansonfiact.org

FIRE MARSHAL'S REPORT

03/01/2025 – 03/31/2025

Department Activity

During the above period the department responded to the following calls:

Administrative Detail	0
Alarm System Activation	7
Bomb Threat	0
CO Investigation	0
Electrical Hazard	0
Elevator Rescue	0
EMS Assist	1
Extrication/Rescue	1
Fuel Spill/Leak (Flammable/Combustible Liquid)	1
Gas Leak (Natural Gas/Propane)	2
Grass/Brush	4
Hazardous Materials Incident	0
Malicious False Alarm	0
Mutual/Automatic Aid	9
MVA Assist	5
Public Service/Good Intent	4
Severe Weather – Electrical Lines Down	0
Severe Weather – Flooding Condition	0
Severe Weather – Structural Damage Investigation	0
Smoke Alarm Activation	1
Smoke/Odor Investigation	4
Sprinkler System Activation	0
Structure Fire (Building)	0
Structure Fire (Chimney)	0
Structure Fire (Cooking)	7
Structure Fire (Delayed Ignition/Furnace)	0
Trash/Dumpster	0
Vehicle Fire	1
Water Leak	0
TOTAL CALLS FOR PERIOD	47

FIRE MARSHAL INVESTIGATIONS

During the above period the Fire Marshal's Office or department personnel investigated fires/haz mat and other incidents at the following locations:

LOCATION	TYPE	CAUSE
Prindle Ave	Brush	Accidental
20 West Main St	Vehicle	Under Investigation

ANNUAL INSPECTIONS

45 Murray St – Annual
Subway Main St – License Change

FOLLOW-UP INSPECTIONS

Nothing Durring This Period

CONSTRUCTION INSPECTIONS

80 Howard Ave – Playground
307 Main Street – Sprinkler Pressure Test
307 Main Street – Fire Alarm/Sprinkler Acceptance Testing
105 Clifton Ave – Hood Acceptance Testing
63 Woodlawn Ave – Pre renovation meeting

FIRE CODE COMPLAINTS

The following Fire Code Complaints were received and investigated by this office:

CVS

PLAN REVIEWS

Plans for the following properties were submitted to this office and were reviewed for compliance to the Connecticut Fire Safety Code:

63 Woodlawn Ave
Animal Shelter for Planning & Zoning

BLASTING PERMITS ISSUED

Nothing During This Period

HAZARDOUS MATERIALS NOTIFICATION

The following companies have been issued Hazardous Materials Notification Checklists, which are to be filed with this office:

Nothing During This Period

MODIFICATION REQUESTS

This office has assisted the following owners of property in submitting modifications of the Fire Code to the Dept. of Public Safety for their consideration:

Nothing During This Period

The following modifications were acted on by the Dept. of Public Safety:

Nothing During This Period

RESIDENTIAL TANK REMOVALS

This office was notified of a residential fuel tank removal at the following locations:

Nothing During This Period

COMMERCIAL TANK REMOVALS

Nothing During This Period

MISC. INSPECTIONS, STUDIES, ETC.

Various environmental assessment reviews for property closings.

PUBLIC RELATIONS

The Fire Marshal's Office installed smoke detectors at the following locations:

Nothing During This Period

General

In Service Training

Responded to numerous inquiries from contractors and property owners

Several follow-up interviews regarding fire investigations

UI Storm Meeting

Emmett O'Brien THS Safety Committee meeting

END OF REPORT

Darrick Lundeen

Darrick Lundeen

Fire Marshal

04-04-2025

ANSONIA LAND USE DEPARTMENT MONTHLY REPORT

I. Activity for March 2025

	Blight	Zoning	Building	Wetlands
Complaints				
Investigations/Inspections				
Remediated/Resolved Blight Cases				
Total Service Requests closed				
Blight Appeal Hearings	INCOMPLETE			
Illegal Apartment Complaints				
Illegal Apartment Shutdowns				
Clean and Liens				
Active Cases				

25 APR - 3 PM 3:53
David Hunt
 OFFICE OF THE
 ANSONIA LAND USE DEPARTMENT

II. Permits Issued

Zoning: 15 Building: 38 Electric: 24 HVAC: 5 Plumbing: 10 Demolition: 0
 Wetlands: 1 Planning & Zoning: 0

III. Revenue July - March 2025

IV. Revenue March 2025

Building	\$307,642.40	\$12,724.76
Electric	45,400.74	3,088.74
HVAC	17,734.64	1,210.34
Plumbing	11,578.32	1,321.96
Demolition:	1,602.00	0
Zoning	24,930.00	2,100.00
Planning & Zoning	9,460.00	0
Wetlands	800.00	160.00
Maps & Copies:	52.00	0
Blight Enforcement:	351,353.15	82,550.00
Relocation Fees	0	0
TOTAL REVENUE:	\$593,735.25	\$103,155.80

Property Address	Date of Violation	Date of Lien	Property Owner	Total Amount Due	Status	Lien Type	Comments
72 Myrtle Ave.	7/20/2016	8/2/2016	Russel Zalanan	\$312,300.00	with Marshal	continuing	with Benchmark
73 Myrtle Ave.	7/20/2016	10/6/2016	Jose & Rosaura Malave	\$172,800.00		continuing	remediated
50 Seventh St.	6/16/2015	11/3/2016	Eric Belko			continuing	remediated
16 May St	4/20/2018	6/26/2018	George J Ploasek Trustee	\$253,800.00	with Marshal	continuing	Auction 04/17/2025
50 Woodbridge	6/22/2018	6/27/2019	Kenneth Summer	\$247,500.00	with Marshal	continuing	Auction 04/17/2025
77 Grove St.	6/6/2018	7/18/2019	Daniel Estremera	\$207,800.00		continuing	final notice sent 3/17/2025
70 Colony St	5/21/2019	9/16/2019	Randy Bruce	\$228,200.00	with Marshal	continuing	still accruing
13 Bartholomew Ave.	8/26/2021	9/13/2021	Jeremy Jordan	\$66,500.00	with Marshal	continuing	remediated
13 Bartholomew Ave.	9/20/2021	10/7/2021	Jeremy Jordan	\$805.00	with Marshal	remediation	remediated
1 West Main St	9/14/2021	9/29/2021	Yeladim LLC	\$129,500.00		continuing	
27 Maple St.	7/20/2022	10/17/2022	Maple Plaza LLC	\$90,107.13	with Marshal	continuing	Auction 04/17/2025
92 Beaver St.	9/12/2022	10/18/2022	Charles & Kim Collinge	\$4,500.00		continuing	remediated
4 Scenic View Dr.	9/23/2022	11/2/2022	William Feliciano	\$14,917.50	with Marshal	continuing	remediated
209 North State St.	10/17/2022	9/27/2022	Terry McFarland	\$89,300.00	with Marshal	continuing	Auction 04/17/2025
93 North Prospect St Ext	2/28/2023	1/27/2023	Thomas Hemenway	\$79,500.00	with Marshal	continuing	still accruing
22 Judson Place	2/6/2023	2/28/2023	Ana Bordoy	\$10,200.00		continuing	still accruing
177 Wakelee Ave	3/17/2023	3/24/2023	Dorene Bailargeon	\$75,500.00	with Marshal	continuing	remediated
66 Hull St.	3/27/2023	4/27/2023	Lydia Douglas	\$21,100.00		continuing	still accruing
27 Maple St.	4/24/2023	4/28/2023	Maple Plaza LLC	\$522.65	with Marshal	remediation	working with mortgage compa
99 Westfield Ave	6/14/2023	8/3/2023	Anthony Lewis Buonicore	\$25,200.00		continuing	Auction 04/17/2025
2 Davies Court	9/16/2023	10/10/2023	Victor Flores Bustillo	\$42,200.00	with Marshal	continuing	new final notice sent 3/10/2025
128 Jewett St	3/17/2023	10/19/2023	HMC Ansonia LLC	\$51,600.00		continuing	remediated
10 Smith St.	1/4/2024	3/14/2024	Breit Realty LLC	\$6,333.34	BOA negotiated	continuing	came before BOA no action - Atty Thomas
27 Bassett St.	2/17/2023	3/14/2024	Johnny Milan	\$77,400.00		continuing	1 payment made \$3,166.66
26 Beaver St.	11/17/2023	11/30/2023	Cook Industrial	\$73,168.80	on payment plan - 29,988.00 pd to date	continuing	final notice - working on a small cities grant
116A Jewett St	3/13/2024	5/8/2024	Christopher Antezzo	\$38,400.00	Letter to BOA	continuing	
118 Jewett St	3/11/2024	3/15/2024	Guardian Group LLC	\$589.90		relocation	still accruing
39 Judson Place	8/9/2024	8/27/2024	Charlotte Wells	\$23,500.00	with Marshal	continuing	still accruing
35 Main St.	9/20/2024	10/10/2024	OURL LLC	\$19,300.00		continuing	still accruing
130 Howard Ave	9/9/2024	11/15/2024	Better Provisions LLC	\$592.44		relocation	

UNITED STATES DISTRICT COURT
DISTRICT OF CONNECTICUT

APRIL 8, 2025

CLAIM # 03-2025-1073

RECEIVED FOR FILE

25 MAR 13 PM 12:25

JACQUELYN TROESSER,

V.

SUMMONS IN A CIVIL CASE

CITY OF ANSONIA,

CASE NUMBER: 3:25-CV-00298-VDO

TO: City of Ansonia

Defendant's Address:

253 Main Street
Ansonia, CT 06401

A True Copy

Attest

Richard Fry
Connecticut State Marshal
New Haven County

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) – or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) – you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Daniel T. Angelone
Angelone Law Offices, LLC
799 Silver Lane, 3rd Floor
Trumbull, CT 06611

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

/s/ – A D Gaskins

Signature of Clerk or Deputy Clerk



ISSUED ON 2025-03-03 15:04:40, Clerk USDC
CTD

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____.

☐ I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____, and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* _____, who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____; or

☐ I returned the summons unexecuted because _____
_____; or

☐ Other *(specify)* _____

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0.00

I declare under penalty of perjury that this information is true.

Date: _____

Servers signature

Printed name and title

Servers address

Additional information regarding attempted service, etc:

UNITED STATES DISTRICT COURT
DISTRICT OF CONNECTICUT

JACQUELYN TROESSER,

Plaintiff,

v.

CITY OF ANSONIA,
CONNECTICUT,

Defendant.

C.A. No.: 3:25-cv-298

FEBRUARY 28, 2025

COMPLAINT

1. This action arises out of employment discrimination based upon gender in violation Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e *et seq.* (“Title VII”), and Connecticut General Statute § 46a-60 *et seq.* (“CTFEPA”).

2. This Court has original jurisdiction over the action pursuant to 28 U.S.C. § 1331 *et seq.*, and supplemental jurisdiction over the State law claim pursuant to 28 U.S.C. § 1367 *et seq.*

3. Venue of this action lies in the District of Connecticut pursuant to 28 U.S.C. § 1391 *et seq.*

PARTIES

4. Plaintiff, Jacquelyn Troesser (hereinafter “Plaintiff”), is a resident of the State of Connecticut.

5. Defendant, the City of Ansonia, Connecticut (hereinafter “Defendant”), is a municipality and an employer pursuant to 42 U.S.C. § 2000e(b) and Connecticut General Statute § 46a-51(10).

EXHAUSTION OF ADMINISTRATIVE REMEDIES

6. On or about September 25, 2023, Plaintiff filed Charges of Discrimination with the Connecticut Commission on Human Rights and Opportunities ("CHRO") and the U.S. Equal Employment Opportunity Commission ("EEOC") based upon gender discrimination against Defendant.

7. The CHRO issued its Release of Jurisdiction on December 5th, 2024.

8. The EEOC Release of Jurisdiction was requested by the Plaintiff on December 4, 2025. Issuance of the Release is pending.

9. This action has commenced within ninety (90) days from the date of the CHRO Release of Jurisdiction and anticipated EEOC Release of Jurisdiction.

COUNT I: TITLE VII (Gender Discrimination - Failure/Refusal to Promote)

10. Plaintiff is an active member of Defendant's Police Department with a current rank of Patrol Officer.

11. Plaintiff identifies as female.

12. At all times relevant to this Complaint, Defendant's Chief of Police is Wayne Williams.

13. On or about November 2021, Defendant advised its eligible employees that there were two open Detective Positions and it would host written and oral examinations for promotion to the rank of Detective.

14. Plaintiff has sufficient experience and qualifications for the position of Detective.

15. Plaintiff was eligible to partake in the examination for a promotion to Detective.

16. Promotion to the rank of Detective would have entitled Plaintiff to additional employment benefits including, but not limited to, an increase in pay and pension benefits.

17. On or about January 5, 2022 and January 19, 2022, Plaintiff sat for written and oral examinations, respectively, for the Detective position.

18. On or about January 21, 2022, Plaintiff received her exam results, whereby she learned that of all the exam-takers, she was the second-highest ranked Officer.

19. Upon information and belief, a male Police Officer ("Officer C") ranked higher than Plaintiff with respect to the Detective exam rankings.

20. Upon information and belief, the third highest ranked exam taker was a male police officer.

21. As stated *supra*, Defendant was looking to fill two (2) vacant Detective positions.

22. Pursuant to Defendant's policies and procedures, Chief Williams had the responsibility of forwarding the exam results and a list of recommended Officers to Defendant's Mayor, David Cassetti ("Mayor Cassetti") for his final decision on promotion to the rank of Detective within the Police Department.

23. Upon information and belief, but for Chief Williams' forwarding said lists of rankings to Mayor Cassetti, the promotion of a police officer to a higher rank, including Detective, is contrary to Defendant's rules and regulations.

24. Despite the fact that there were two open and vacant Detective positions, Chief Williams only forwarded to Mayor Cassetti the exam taker rankings for the purpose of filling one of the vacant Detective positions.

25. As a result of Chief Williams forwarding the rankings to fill only one of the open positions, upon information and belief, Mayor Cassetti selected Officer C for the position of Detective.

26. In light of Officer C's promotion to the first open Detective Position, Plaintiff became the de facto leading candidate for the second open Detective Position.

27. Despite her being the highest ranked and leading candidate for the remaining open Detective position, Defendant did not promote Plaintiff to the rank of Detective.

28. Pursuant to Defendant's policies and procedures, exam ranking lists are valid for only one year. On the one-year anniversary of the rankings, said rankings expire and cannot be used as the basis for future promotions.

29. In or around December 2022, with the remaining Detective position still vacant, Plaintiff inquired with Chief Williams about the open position. Despite her being the leading and highest ranked candidate, Chief Williams responded that he would not be sending her name to Mayor Cassetti to be considered for the open Detective position.

30. As a result of the above, in or about January 2023, the rankings list by which Plaintiff was the remaining highest-ranked candidate for the position of Detective expired.

31. As a result of the expiration, Plaintiff was denied promotion to the rank of Detective.

32. Defendant's decision to promote Officer C (a male officer) to one of two open Detective positions and its failure and/or refusal to promote Plaintiff (a female) to the other open Detective position equates to impermissible gender discrimination.

33. Plaintiff's gender played a motivating role, if not a primary role, in Defendant's decision to deny Plaintiff the promotion to Detective.

34. As a result, Defendant has violated Title VII by failing and/or refusing to Promote Plaintiff to the rank of Detective.

35. Plaintiff suffered, and continues to suffer, harm as a direct and proximate result of Defendant's intentional conduct.

COUNT II: CTFEPA (Gender Discrimination - Failure/Refusal to Promote)

36. Plaintiff incorporates by reference Paragraphs 1 through 35 as if fully set forth herein.

37. As stated supra, Defendant failed and/or refused to promote Plaintiff to the rank of Detective.

38. Defendant's rationale for failing or refusing to promote Plaintiff to the rank of Detective was motivated, in part or in whole, by impermissible gender discrimination.

39. As a result, Defendant has violated CTFEPA by failing and/or refusing to promote Plaintiff to the rank of Detective.

40. Plaintiff suffered, and continues to suffer, harm as a direct and proximate result of Defendant's intentional conduct.

PRAYER FOR RELIEF

WHEREFORE, the Plaintiff prays that this Court:

- (1) declare that the actions complained of in this Complaint are unlawful;
- (2) order the Defendant to make Plaintiff whole;
- (3) order that the Defendant pay Plaintiff's compensatory damages;
- (4) order that the Defendant pay Plaintiff pre-judgment and post-judgment interest
- (5) retain jurisdiction of this action to ensure full compliance;
- (6) order any and all other equitable relief sought in this Complaint;
- (7) order the Defendant to pay Plaintiff's costs, expenses and reasonable attorney's fees, including said costs, expenses and reasonable attorney's fees accrued during the original actions presented to the CHRO and the EEOC; and

(8) grant such other legal or equitable relief to Plaintiff as the Court deems just and proper.

Respectfully submitted by,
Plaintiff,
By and through her attorney,

/s/ Daniel T. Angelone, # CT29307
Daniel T. Angelone (# CT29307)
Angelone Law Offices, L.L.C.
799 Silver Lane
2nd Floor
Trumbull, CT 06611
203-378-2979
203-375-5003 (fax)
daniel@angelonelaw.com

Attest A True Copy
Richard Fry
Connecticut State Marshal
New Haven County

UNITED STATES DISTRICT COURT
DISTRICT OF CONNECTICUT

JACQUELYN TROESSER,

Plaintiff,

v.

CITY OF ANSONIA,
CONNECTICUT,

Defendant.

C.A. No.: 3:25-cv-298

JURY TRIAL DEMANDED

Plaintiff hereby demands a trial by jury.

Respectfully submitted by,
Plaintiff,
By and through her attorney,

Attest A True Copy
Richard Fry
Connecticut State Marshal
New Haven County

/s/ Daniel T. Angelone, # CT29307
Daniel T. Angelone (# CT29307)
Angelone Law Offices, L.L.C.
799 Silver Lane
2nd Floor
Trumbull, CT 06611
203-378-2979
203-375-5003 (fax)
daniel@angelonelaw.com

UNITED STATES DISTRICT COURT
DISTRICT OF CONNECTICUT

JACQUELYN TROESSER,

Plaintiff,

v.

CITY OF ANSONIA,
CONNECTICUT,

Defendant.

C.A. No.: 3:25-cv-298

JURISDICTIONAL AMOUNT SUFFICIENT

Plaintiff's damages are in an amount sufficient to invoke the jurisdiction of this Court.

Respectfully submitted by,
Plaintiff,
By and through her attorney,

/s/ Daniel T. Angelone, # CT29307

Daniel T. Angelone (# CT29307)
Angelone Law Offices, L.L.C.
799 Silver Lane
2nd Floor
Trumbull, CT 06611
203-378-2979
203-375-5003 (fax)
daniel@angelonelaw.com

Attest A True Copy
Richard Fry
Connecticut State Marshal
New Haven County

03-25-1074

Patricia Lemon

270 North state street

Ansonia, CT 06401

203-383-3536

Pcaban26@yahoo.com

RECEIVED FOR
25 MAR 28 AM 11:30
Patricia Lemon
TOWN AND CITY CLERK
ANSONIA, CONNECTICUT

March 28, 2025

To Whom It May Concern,

I am writing to formally bring attention to a persistent issue with a dead tree on city property that has caused significant damage to my vehicle and continues to pose a serious hazard to my neighborhood.

On a recent windy night, large branches from this diseased and dying tree were blown onto my SUV, causing extensive damage, including a cracked windshield and dents on the hood and front bumper. This is not the first time this tree has caused problems. Last summer, a large portion of it fell onto my landlord's car and also brought down power lines, leading to significant damage. The city responded by removing only the fallen branches, but the remaining tree was left standing, continuing to pose a threat.

Due to the city's lack of maintenance, this dead tree remains a constant risk to both personal property and public safety. It is not reasonable for me or my neighbors to suffer financial burdens due to preventable damage caused by a neglected tree on the city property. The cost of repairing my vehicle is significant, as outlined in the attached auto body repair quote. It is also unfair that I should have to file an insurance claim for something that could have been avoided with proper maintenance.

I am formally requesting reimbursement for the damages to my vehicle as well as the complete removal of this hazardous tree to prevent further incidents. Please let me know how the city plans to address this matter. I appreciate your time and attention to this urgent issue.

Sincerely
Pat La

Carl Massafra's Auto Body & Repair

Carl Massafra's Auto Body & Repair
Carl Massafra
80B Collingsdale Dr
Milford, CT 06460
Business Phone: (203) 874-1940
Fax: 203874
carlautobody@sbcglobal.net

Estimate

Est # 10961
ID # 15659548
Estimator: JOHN GURRIERI

Vehicle Info

2019 Toyota -Highlander XLE
5TDJZRFB7KS613700
License: AV51766 CT
Body Type: 4 Door Utility
Engine: 3.5L 6 Cyl Gas Injected
Drive Type: AWD

Owner

PATRICIA LEMON
EST.SENT 3/5
(203) 383-3536
pcaban26@yahoo.com
270 NORTH ST
ANSONIA, CT

Insurance Company

Inspection Date: 03/04/2025

Shop Info

Tax ID: 06-1618443

	Oper	Description	Part Number	Price	Labor
HOOD					
1	Repair	HOOD PANEL			2 hrs. Body 2.8 hrs. Paint panel 1.4 hrs. Clearcoat 1.4 hrs. Refinish
WINDSHIELD					
2	Replace	W/SHIELD GLASS W/O SENSOR - Sublet	56101-0E242	\$757.53 \$156.25	
ROCKER/PILLARS/FLOOR					
3	Repair	L COWL/ WINDSHIELD PILLAR -S			2 hrs. Body 1.5 hrs. Paint panel 0.8 hrs. Clearcoat 0.8 hrs. Refinish
FRONT DOOR					
4	Replace	L FRT OTR DOOR MIRROR COVER	87945-0E040-G0	\$76.39	0.2 hrs. Body 0.2 hrs. Paint panel 0.1 hrs. Clearcoat 0.1 hrs. Refinish
5	Replace	L FRT DOOR REAR VIEW MIRROR	87940-0E272	\$610.29	0.3 hrs. Body
6	R&I	LEFT R&I TRIM PANEL ASSY (L FRT DOOR TRIM PANEL)			0.4 hrs. Body
OTHER					
7	Other	COVER CAR FOR PAINT		\$12.00	0.5 hrs. Body
8	Other	HAZARDOUS WASTE REMOVAL Taxed		\$7.00	
9	Other	COLOR SAND AND BUFF			1 hrs. Body
10	Replace	THIS ESTIMATE IS WITH NEW WINDSHIELD			

Totals

Type	Labor Time	Cost	Total	Taxable
Body Labor	6.4	\$70.00	\$448.00	✓
Body Supplies	6.4	\$5.00	\$32.00	✓
Clearcoat Labor	2.3	\$70.00	\$161.00	✓
Clearcoat Supplies	2.3	\$42.00	\$96.60	✓
Paint Labor	4.5	\$70.00	\$315.00	✓
Paint Supplies	4.5	\$42.00	\$189.00	✓
OEM Parts			\$1,444.21	✓
Other Parts			\$12.00	✓
Sublet			\$156.25	✓
Taxed			\$7.00	✓
Taxable Amount			\$2,861.06	
Tax	6.35%		\$181.68	
Grand Total			\$3,042.74	

Ansonia Police Department

65 Main Street, Ansonia CT 06401
(203) 735-1885

SUPPLEMENTARY

CASE/INCIDENT REPORT

Report #: 2500002298 - 00005163

CFS NO 2500002298	DAY 3	INCIDENT DATE 02/18/2025	TIME 18:07	DATE OF RPT 02/22/2025	TIME OF RPT 14:14	TYPE OF INCIDENT DESTRUCTION,DAMAGE, VANDALISM	INCIDENT CD 290	INVESTIGATING OFFICER Patrol Semeraro, Kathryn	BADGE NO 72
DIVISION Patrol	DIVISION NO	REFERENCE DIVISION	REFERENCE DIVISION NO	CASE X-REFERENCE	UNIT ID 72	DATE TYPED 02/22/2025	TIME TYPED 14:14		
STREET NO 00270	STREET NAME AND TYPE N STATE St ANSONIA	APT NO.	INTERSECTING STREET NAME AND TYPE	PREMISES NAME 00270 N STATE ST	STATUS Closed	TOWN CD T002			

OFFENSE Damage property	LOCAL X-REF CODE 290	IBR CODE 290	ATT/COMP Completed	OFFENSE DESCRIPTION Highway/road/alley
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STATUS CODE C=COMPLAINANT V=VICTIM A=ARRESTEE J=JUVENILE H=OTHER M=MISSING W=WITNESS O=OFFENDER D=DRIVER S=SUSPECT P=POLICE OFFICER T=TOT

STATUS	NAME	SEX	RACE	D.O.B.	TELEPHONE	ADDRESS	OP STATE & NO.
P	OFC. Semeraro, Kathryn	F	W		(203) 735 - 1885	65 Main St Ansonia CT	
C V	Lemon, Patricia A	F	B	01/15/1985	(203) 383 - 3536	270 N State St Ansonia CT	CT 017709431

1=NONE 2=BURNED 3=COUNTERFEIT/FORGED 4=DAMAGED/DEST 5=RECOVERED 6=SEIZED 7=STOLEN 8=UNKNOWN 9=IMPOUNDED/FOUND T=TOWED E=EVIDENCE A=ABANDONED

CODE	QTY.	DESCRIPTION	BRAND	MODEL	YEAR	STATE	REG	MAKE	MODEL	COLOR	VIN/SERIAL NO.	EST.VALUE
4	1	Vehicle Parts/Accessories										\$495.00
		Windshief of 2019 Toyota Highlander										
4	1	Vehicle Parts/Accessories										\$516.00
		Hood of 2019 Toyota Highlander										

Vehicle

YEAR	STATE	REGISTRATION	MAKE	MODEL	COLOR	VIN/SERIAL NO.	INSURANCE COMPANY	POLICY NUMBER
2019	CT	AV51766	Toyota	Highlander Se	Gray	5TDJZRFH7KS613700	Motor Club Insurance Company	CTA000418175

On 02/18/2025 at approximately 1807hrs I was dispatched to 270 N State Street for the report of a damaged vehicle after the snow storm.

Upon arrival I spoke to an unidentified male who stated his wife, Patricia Lemon (DOB 01/15/1985), had her gray 2019 Toyota Highlander (CT AV51766) damaged by a tree branch that fell from the snow storm. Lemon's vehicle had a heavily spidered windshield, as well as dents and paint damage to the hood. It should be noted there was still evidence of the tree branch on her

THE UNDERSIGNED, AN INVESTIGATOR HAVING BEEN DULY SWORN DEPOSES AND SAYS THAT: I AM THE WRITER OF THE ATTACHED POLICE REPORT PERTAINING TO THIS INCIDENT NUMBER. THAT THE INFORMATION CONTAINED THEREIN WAS SECURED AS A RESULT OF (1)MY PERSONAL OBSERVATION AND KNOWLEDGE: OR (2)INFORMATION RELAYED TO ME BY OTHER MEMBERS OF MY POLICE DEPARTMENT OR OF ANOTHER POLICE DEPARTMENT:OR (3)INFORMATION SECURED BY MYSELF OR ANOTHER MEMBER OF A POLICE DEPARTMENT FROM THE PERSON OR PERSONS NAMED OR IDENTIFIED THEREIN, AS INDICATED IN THE ATTACHED REPORT. THAT THE REPORT IS AN ACCURATE STATEMENT OF THE INFORMATION SO RECEIVED BY ME.

INVESTIGATOR SIGNATURE: /OFC. Kathryn Semeraro/	INVESTIGATOR I.D.#: 72	SIGNED DATE: 03/07/2025	SUPERVISOR SIGNATURE /SGT. John Cannizzio/	SUPERVISOR I.D.#: 64
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Ansonia Police Department

65 Main Street, Ansonia CT 06401

(203) 735-1885

Report #: 2500002298 - 00005163

CASE/INCIDENT REPORT

SUPPLEMENTARY

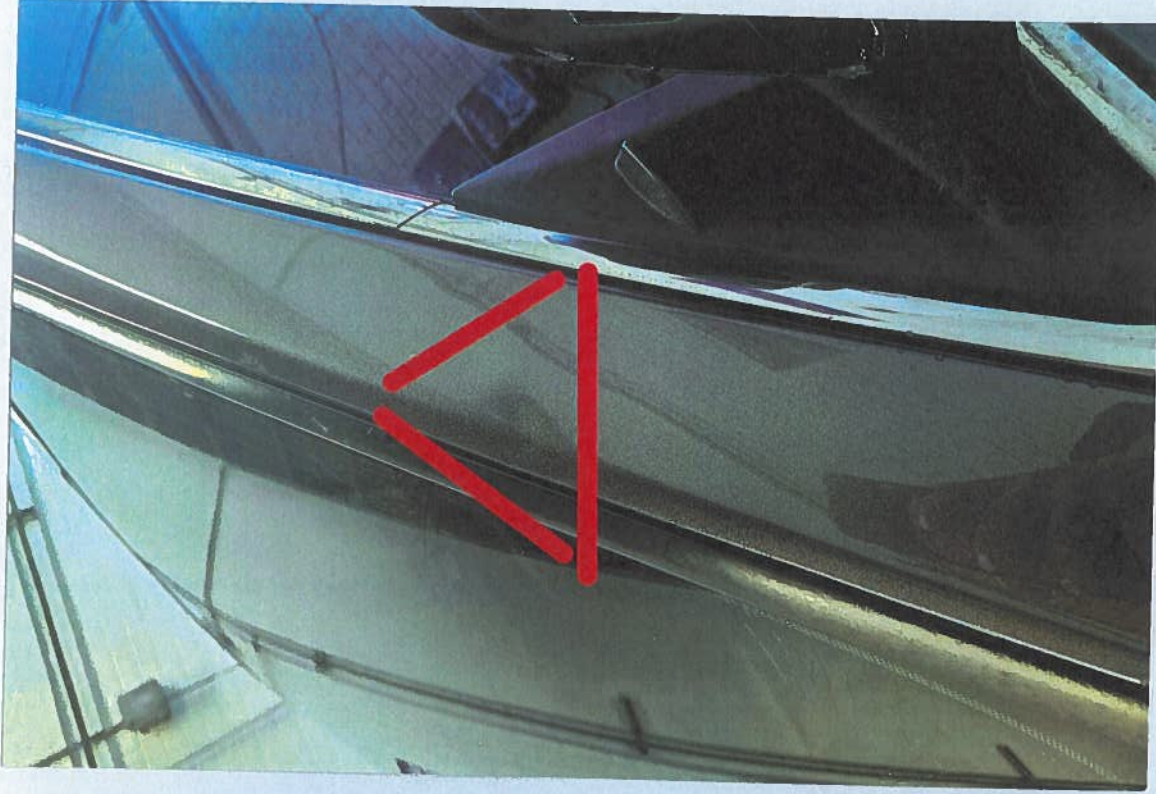
☐

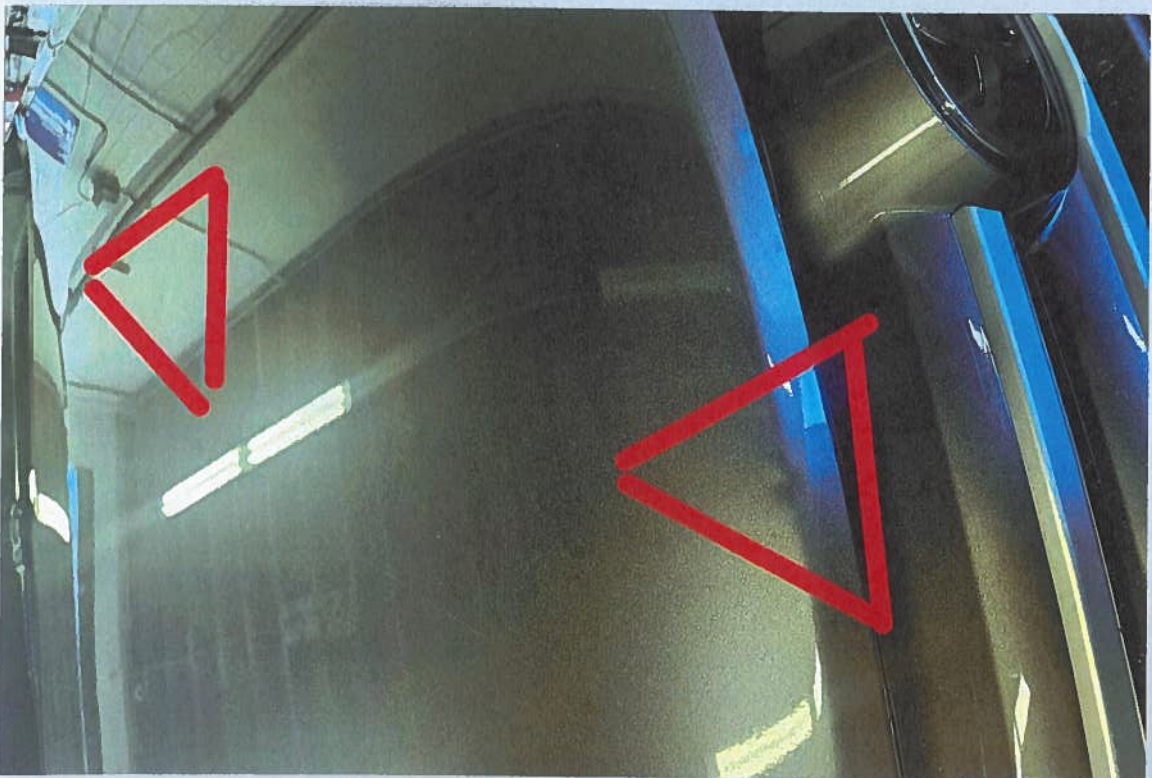
CFS NO 2500002298	DAY 3	INCIDENT DATE 02/18/2025	TIME 18:07	DATE OF RPT 02/22/2025	TIME OF RPT 14:14	TYPE OF INCIDENT DESTRUCTION,DAMAGE, VANDALISM	INCIDENT CD 290	INVESTIGATING OFFICER Patrol Semeraro, Kathryn	BADGE NO 72
DIVISION Patrol	DIVISION NO		REFERENCE DIVISION	REFERENCE DIVISION NO	CASE X-REFERENCE	UNIT ID 72	TYPIST S8075	DATE TYPED 02/22/2025	TIME TYPED 14:14
STREET NO 00270	STREET NAME AND TYPE N STATE ST ANSONIA		APT NO.	INTERSECTING STREET NAME AND TYPE		PREMISES NAME 00270 N STATE ST	STATUS Closed		TOWN CD T002

vehicle. A Google searched showed the windshield repair to be approximately \$495 and the hood repair would be approximately \$516. Lemon and her husband were already in communications with the city due to this tree being a previously reported issue. This report is for documentation purposes only. All interactions were recorded on my Axon Body Camera.

THE UNDERSIGNED, AN INVESTIGATOR HAVING BEEN DULY SWORN DEPOSES AND SAYS THAT: I AM THE WRITER OF THE ATTACHED POLICE REPORT PERTAINING TO THIS INCIDENT NUMBER. THAT THE INFORMATION CONTAINED THEREIN WAS SECURED AS A RESULT OF (1)MY PERSONAL OBSERVATION AND KNOWLEDGE; OR (2)INFORMATION RELAYED TO ME BY OTHER MEMBERS OF MY POLICE DEPARTMENT OR OF ANOTHER POLICE DEPARTMENT;OR (3)INFORMATION SECURED BY MYSELF OR ANOTHER MEMBER OF A POLICE DEPARTMENT FROM THE PERSON OR PERSONS NAMED OR IDENTIFIED THEREIN, AS INDICATED IN THE ATTACHED REPORT. THAT THE REPORT IS AN ACCURATE STATEMENT OF THE INFORMATION SO RECEIVED BY ME.			
INVESTIGATOR SIGNATURE: /OFC. Kathryn Semeraro/	INVESTIGATOR I.D.#: 72	SIGNED DATE: 03/07/2025	SUPERVISOR SIGNATURE /SGT. John Cannizzio/
			SUPERVISOR I.D.#: 64













SUMMONS - CIVIL

JD-CV-1 Rev. 2-25

C.G.S. §§ 51-346, 51-347, 51-349, 51-350, 52-45a, 52-48, 52-259;

P.B. §§ 3-1 through 3-21, 8-1, 10-13

For information on ADA accommodations, contact the Centralized ADA Office at 860-706-5310 or go to: www.jud.ct.gov/ADA/

STATE OF CONNECTICUT
JUDICIAL BRANCH
SUPERIOR COURT
www.jud.ct.gov



Instructions are on page 2.

- ☐ Select if amount, legal interest, or property in demand, not including interest and costs, is LESS than \$2,500.
- ☒ Select if amount, legal interest, or property in demand, not including interest and costs, is \$2,500 or MORE.
- ☐ Select if claiming other relief in addition to, or in place of, money or damages.

TO: Any proper officer

By authority of the State of Connecticut, you are hereby commanded to make due and legal service of this summons and attached complaint.

Address of court clerk (Number, street, town and zip code)

14 WEST RIVER STREET, MILFORD 06460

Telephone number of clerk

(203) 877 - 4293

Return Date (Must be a Tuesday)

4/22/25

☒ Judicial District

G.A.

At (City/Town)

ANSONIA-MILFORD

Case type code (See list on page 2)

Major: P Minor: 00

☐ Housing Session☐ Number:**For the plaintiff(s) enter the appearance of:**

Name and address of attorney, law firm or plaintiff if self-represented (Number, street, town and zip code)

NEUBERT, PEPE & MONTEITH P.C.

Juris number (if attorney or law firm)

006814

Telephone number

(203) 781 - 2882

Signature of plaintiff (if self-represented)

The attorney or law firm appearing for the plaintiff, or the plaintiff if self-represented, agrees to accept papers (service) electronically in this case. Any attorney who is not exempt from e-filing is required to accept electronic delivery. (Practice Book Section 10-13)

☒ Yes ☐ No

E-mail address for delivery of papers under Section 10-13 of the Connecticut Practice Book
jbrownstein@npmlaw.com

Parties	Name (Last, First, Middle Initial) and address of each party (Number; street; P.O. Box; town; state; zip; country, if not USA)	
First plaintiff	Name: CKG Associates, LLC. D/B/A ServPro of Milford-Orange-Stratford Address: 232 Amity Road, Woodbridge, Connecticut 06525	P-01
Additional plaintiff	Name: Address:	P-02
First defendant	Name: Elizabeth Lucarini Address: 480 North Crystal Drive, Fortville, Indiana 46040	D-01
Additional defendant	Name: Simone Lucarini Address: 480 North Crystal Drive, Fortville, Indiana 46040	D-02
Additional defendant	Name: Northfield Farms a/k/a Northfield Farms Homeowners Association c/o Agent of Service William Fournin Address: 1 Reverand Taylor Drive, Ansonia, Connecticut 06401	D-03
Additional defendant	Name: Town of Ansonia c/o Town Clerk Address: 253 Main Street, Suite 3, Ansonia, Connecticut 06401	D-04
Total number of plaintiffs: 1		Total number of defendants: 4
		<input type="checkbox"/> Form JD-CV-2 attached for additional parties

Notice to each defendant

- You are being sued.** This is a summons in a lawsuit. The complaint attached states the claims the plaintiff is making against you.
 - To receive further notices, you or your attorney must file an *Appearance* (form JD-CL-12) with the clerk at the address above. Generally, it must be filed on or before the second day after the Return Date. The Return Date is not a hearing date. You do not have to come to court on the Return Date unless you receive a separate notice telling you to appear.
 - If you or your attorney do not file an *Appearance* on time, a default judgment may be entered against you. You can get an *Appearance* form at the court address above, or on-line at <https://jud.ct.gov/webforms/>.
 - If you believe that you have insurance that may cover the claim being made against you in this lawsuit, you should immediately contact your insurance representative. Other actions you may take are described in the Connecticut Practice Book, which may be found in a superior court law library or on-line at <https://www.jud.ct.gov/pb.htm>.
 - If you have questions about the summons and complaint, you should talk to an attorney.
- The court staff is not allowed to give advice on legal matters.**

Date 3/10/25	Signed (Sign and select proper box) 	<input checked="" type="checkbox"/> Commissioner of Superior Court <input type="checkbox"/> Clerk	Name of person signing James S. Brownstein
If this summons is signed by a Clerk: a. The signing has been done so that the plaintiff(s) will not be denied access to the courts. b. It is the responsibility of the plaintiff(s) to ensure that service is made in the manner provided by law. c. The court staff is not permitted to give any legal advice in connection with any lawsuit. d. The Clerk signing this summons at the request of the plaintiff(s) is not responsible in any way for any errors or omissions in the summons, any allegations contained in the complaint, or the service of the summons or complaint.			For Court Use Only File Date A TRUE COPY ATTEST: ROBERT S. MILLER State Marshal Indifferent Person
I certify I have read and understand the above:	Signed (Self-represented plaintiff)	Date	Docket #
<input type="button" value="Print Form"/>		<input type="button" value="Reset Form"/>	

Instructions

1. Type or print legibly. If you are a self-represented party, this summons must be signed by a clerk of the court.
2. If there is more than one defendant, make a copy of the summons for each additional defendant. Each defendant must receive a copy of this summons. Each copy of the summons must show who signed the summons and when it was signed. If there are more than two plaintiffs or more than four defendants, complete the Civil Summons Continuation of Parties (form JD-CV-2) and attach it to the original and all copies of the summons.
3. Attach the summons to the complaint, and attach a copy of the summons to each copy of the complaint. Include a copy of the Civil Summons Continuation of Parties form, if applicable.
4. After service has been made by a proper officer, file the original papers and the officer's return of service with the clerk of the court.
5. Use this summons for the case type codes shown below.

Do not use this summons for the following actions:

- | | |
|---|---|
| (a) Family matters (for example divorce, child support, custody, parentage, and visitation matters) | (e) Administrative appeals |
| (b) Any actions or proceedings in which an attachment, garnishment or replevy is sought | (f) Proceedings pertaining to arbitration |
| (c) Applications for change of name | (g) Summary Process (Eviction) actions |
| (d) Probate appeals | (h) Entry and Detainer proceedings |
| | (i) Housing Code Enforcement actions |

Case Type Codes

MAJOR DESCRIPTION	CODE	MINOR DESCRIPTION	MAJOR DESCRIPTION	CODE	MINOR DESCRIPTION
Contracts	C 00	Construction - All other	Property	P 00	Foreclosure
	C 10	Construction - State and Local		P 10	Partition
	C 20	Insurance Policy		P 20	Quiet Title/Discharge of Mortgage or Lien
	C 30	Specific Performance		P 30	Asset Forfeiture
	C 40	Collections		P 70	Dissolution of Lien Upon Substitution of Bond
	C 50	Uninsured/Underinsured Motorist Coverage		P 90	All other
	C 60	Uniform Limited Liability Company Act - C.G.S. 34-243	Torts (Other than Vehicular)	T 02	Defective Premises - Private - Snow or Ice
	C 90	All other		T 03	Defective Premises - Private - Other
Eminent Domain	E 00	State Highway Condemnation		T 11	Defective Premises - Public - Snow or Ice
	E 10	Redevelopment Condemnation		T 12	Defective Premises - Public - Other
	E 20	Other State or Municipal Agencies		T 20	Products Liability - Other than Vehicular
	E 30	Public Utilities & Gas Transmission Companies		T 28	Malpractice - Medical
	E 90	All other		T 29	Malpractice - Legal
Housing	H 00	Housing - Summary Process		T 30	Malpractice - All other
	H 03	Housing - Deceased Tenants - Summary Process		T 40	Assault and Battery
	H 10	Housing - Return of Security Deposit		T 50	Defamation
	H 12	Housing - Rent and/or Damages		T 61	Animals - Dog
	H 20	Housing - Housing Code Enforcement		T 69	Animals - Other
	H 30	Housing - Entry and Detainer		T 70	False Arrest
	H 40	Housing - Audita Querela/Injunction		T 71	Fire Damage
	H 50	Housing - Administrative Appeal		T 90	All other
	H 60	Housing - Municipal Enforcement	Vehicular Torts	V 01	Motor Vehicles* - Driver and/or Passenger(s) vs. Driver(s)
	H 70	Housing - Bed Bug Infestation		V 04	Motor Vehicles* - Pedestrian vs. Driver
	H 87	Housing - Denied Fee Waiver Appeal		V 05	Motor Vehicles* - Property Damage only
Miscellaneous	H 90	Housing - All Other		V 06	Motor Vehicle* - Products Liability Including Warranty
	M 00	Injunction		V 09	Motor Vehicle* - All other
	M 10	Receivership		V 10	Boats
	M 15	Receivership for Abandoned/Blighted Property		V 20	Airplanes
	M 20	Mandamus		V 30	Railroads
	M 30	Habeas Corpus (extradition, release from Penal Institution)		V 40	Snowmobiles
	M 40	Arbitration		V 90	All other
	M 50	Declaratory Judgment			*Motor Vehicles include cars, trucks, motorcycles, and motor scooters.
	M 63	Bar Discipline	Wills, Estates and Trusts	W 00	Probate Appeals
	M 66	Department of Labor Unemployment Compensation Enforcement		W 10	Construction of Wills and Trusts
	M 68	Bar Discipline - Inactive Status		W 90	All other
	M 70	Municipal Ordinance and Regulation Enforcement			
	M 75	Foreign Subpoena - C.G.S. 52-657			
	M 80	Foreign Civil Judgments - C.G.S. 52-604 & C.G.S. 50a-30			
	M 83	Small Claims Transfer to Regular Docket			
	M 84	Foreign Protective Order			
	M 85	Civil Protection Order			
	M 87	Denied Fee Waiver Appeal			
	M 88	Application for Pro Hac Vice for State or Municipal Agency/Board			
	M 89	CHRO Action in the Public Interest - P.A. 19-93			
	M 90	All other			

RETURN DATE: APRIL 22, 2025

JUDICIAL DISTRICT OF
ANSONIA-MILFORD

CKG ASSOCIATES, LLC D/B/A
SERVPRO OF MILFORD-ORANGE-
STRATFORD

AT MILFORD

VS.

ELIZABETH LUCARINI;
SIMONE LUCARINI-JTSV, POWER
OF ATTORNEY OF ELIZABETH LUCARINI;
TOWN OF ANSONIA; AND NORTHFIELD
FARMS

MARCH 10, 2025

COMPLAINT

1. Plaintiff, CKG Associates, LLC D/B/A ServPro of Milford-Orange-Stratford ("CKG"), is and was at all times relevant hereto a corporation organized and existing under the laws of the State of Connecticut having a principal place of business located in Woodbridge, Connecticut, engaged in the business of restoration services.
2. Upon information and belief, defendant Elizabeth Lucarini ("E. Lucarini") is and at all relevant times was an Indiana resident with an address of 480 North Crystal Drive, Fortville, Indiana 46040, and the property owner of 10 Menna Road, Ansonia, Connecticut 06401.
3. Upon information and belief, defendant Simone Lucarini-JTSV, Power of Attorney of Elizabeth Lucarini ("S. Lucarini") is and at all relevant times was an Indiana resident with an address of 480 North Crystal Drive, Fortville, Indiana 46040, and the property owner of 10 Menna Road, Ansonia, Connecticut 06401.
4. Upon information and belief, Defendant Town of Ansonia may have an interest in the property for a delinquent special project fee in the amount of \$247.25.

5. Upon information and belief, defendant Northfield Farms a/k/a Northfield Farms Homeowners Association is and at all times was a common interest community in both Woodbridge and Ansonia, Connecticut 06401, and may have an interest in the property by virtue of the Restated Declaration of Northfield Farms.
6. On or about January 22, 2024, CKG and Defendants E. Lucarini and S. Lucarini entered into an agreement (the "Contract") for Servpro to provide materials and perform repair services to Defendants' dwelling located at 10 Menna Road, Ansonia, Connecticut. A copy of said Contract is attached hereto and made a part hereof as **Exhibit A**.
7. The payment terms of the Contract provided for payment in full by Defendants to CKG upon completion of service and provided for interest at the maximum rate allowed by law or 1.5% per month, whichever is less, on accounts over 30 days past due, plus recovery by CKG of all costs of collection, including reasonable attorney's fees and costs.
8. CKG fully performed pursuant to the terms of the contract and service was completed promptly on or about January 30, 2024.
9. CKG invoiced Defendants on or about February 8, 2024, and again on April 9, 2024, in the total amount of FORTY-FIVE THOUSAND THREE HUNDRED AND SEVENTY-SEVEN DOLLARS AND 64/100 Dollars (\$45,377.64) (Invoice #5225461 and Invoice #5225672). A true and correct copy of said invoices are attached hereto and made a part hereof as **Exhibit B**.
10. Defendants failed to make payment to CKG upon receipt of the aforementioned invoice and the balance remains due and owing.
11. Defendants continue to withhold payment due to CKG. The total amount of the principal payment withheld to date is \$42,377.64, together with finance charges and costs of

collection, including reasonable attorney's fees and costs (final charges and costs of collection will be added hereafter).

12. On or about April 23, 2024, CKG issued a Notice of Intention to File Mechanic's Lien to Defendants Lucarini. A copy of the Notice of Intention to File Mechanic's Lien is attached hereto and made a part hereof as **Exhibit C**.
13. On or about April 26, 2024, a Mechanic's Lien was recorded in Volume 620 at Page 1048 of the Ansonia land records affecting Defendants' property located at 10 Menna Road, Ansonia, Connecticut. A copy of said recorded Mechanic's Lien is attached hereto and made a part hereof as **Exhibit D**.
14. The following liens or encumbrances of record upon the property sought to be foreclosed are prior in right to the Plaintiff's lien and are not affected by this action:
 - a. Mortgage Deed from Elizabeth Lucarini and Simone Lucarini to JPMorgan Chase Bank in the original principal amount of \$303,750.00 dated September 28, 2023, and recorded in Volume 616 at Page 587 of the Ansonia Land Records;
 - b. Terms, conditions, agreements, obligations as contained in the Restated Declaration of Northfield Farms dated February 3, 1993 and recorded in Volume 264 at Page 127 of the Ansonia Land Records and in Volume 185 at Page 300 of the Woodbridge Land Records as it may be amended or supplemented;
 - c. Restrictions as described in the Warranty Survivorship Deed dated January 28, 1994, and recorded in Volume 273 at Page 436 of the Ansonia Land Records
 - d. Delinquent Special Project Fee in the amount of \$247.25 due to the Town of Ansonia

15. The following liens or encumbrances claim to have an interest in the Property which liens or encumbrances are subsequent in right to the Lien herein:

a. Not applicable.

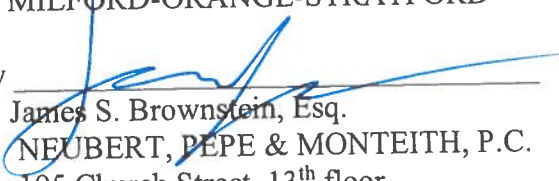
16. Defendants' continuing failure and refusal, despite demand, to compensate CKG for the materials delivered and services performed, has proximately caused, and is continuing to cause, CKG monetary damages.

WHEREFORE, Plaintiff prays for the following relief on its Complaint:

1. Strict Foreclosure of the mechanic's lien;
2. Immediate possession of the Property;
3. A deficiency judgment;
4. Monetary or compensatory damages;
5. Interest;
6. Attorney's fees;
7. Costs taxable by the court; and
8. Such other relief as the court deems necessary or appropriate.

PLAINTIFF
CKG ASSOCIATES, LLC D/B/A SERVPRO OF
MILFORD-ORANGE-STRATFORD

By


James S. Brownstein, Esq.
NEUBERT, PEPE & MONTEITH, P.C.
195 Church Street, 13th floor
New Haven, Connecticut 06510
Tel. (203) 821-2000
Juris No.: 407996

RETURN DATE: APRIL 15, 2025

JUDICIAL DISTRICT OF
ANSONIA-MILFORD

CKG ASSOCIATES, LLC D/B/A
SERVPRO OF MILFORD-ORANGE-
STRATFORD

AT MILFORD

VS.

ELIZABETH LUCARINI;
SIMONE LUCARINI-JTSV, POWER
OF ATTORNEY OF ELIZABETH LUCARINI;
TOWN OF ANSONIA; AND NORTHFIELD
FARMS


MARCH 10, 2025

STATEMENT OF AMOUNT IN DEMAND

This is to certify that the amount in controversy in the Complaint exceeds Fifteen
Thousand and 00/100 Dollars (\$15,000), exclusive of interest and costs.

PLAINTIFF,
CKG ASSOCIATES, LLC D/B/A SERVPRO OF
MILFORD-ORANGE-STRATFORD

By


James S. Brownstein, Esq.
NEUBERT, PEPE & MONTEITH, P.C.
195 Church Street, 13th floor
New Haven, Connecticut 06510
Tel. (203) 821-2000
Juris No.: 407996

NOTICE

THIS IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL
BE USED FOR THAT PURPOSE. THIS IS A COMMUNICATION FROM A DEBT
COLLECTOR. IF YOU HAVE FILED FOR BANKRUPTCY, THIS CORRESPONDENCE IS
NOT AN ATTEMPT TO COLLECT A DEBT, BUT ONLY FOR INFORMATION PURPOSES.
IF YOU HAVE RECEIVED A DISCHARGE IN BANKRUPTCY THAT DISCHARGED THIS
DEBT, THIS CORRESPONDENCE IS NOT AN ATTEMPT TO COLLECT A DEBT, BUT
ONLY ENFORCEMENT OF A LIEN AGAINST PROPERTY.

RETURN DATE: APRIL 15, 2025

JUDICIAL DISTRICT OF
ANSONIA-MILFORD

CKG ASSOCIATES, LLC D/B/A
SERVPRO OF MILFORD-ORANGE-
STRATFORD

AT MILFORD

VS.

ELIZABETH LUCARINI;
SIMONE LUCARINI-JTSV, POWER
OF ATTORNEY OF ELIZABETH LUCARINI;
TOWN OF ANSONIA; AND NORTHFIELD
FARMS

MARCH 10, 2025

NOTICE TO HOMEOWNER

If you are a homeowner, under the terms of Conn. Gen. Stat. §49-31d, et seq., you are hereby given notice that under those statutes, if you are UNEMPLOYED or UNDEREMPLOYED you may make application to the Court to which this matter is returnable for relief from foreclosure. You may qualify for relief under those statutes if:

NOTICE: A PERSON WHO IS UNEMPLOYED OR UNDEREMPLOYED AND WHO HAS FOR A CONTINUOUS PERIOD OF AT LEAST TWO YEARS PRIOR TO THE COMMENCEMENT OF THIS FORECLOSURE ACTION OWNED AND OCCUPIED THE PROPERTY BEING FORECLOSED AS SUCH PERSON'S PRINCIPAL RESIDENCE, MAY BE ENTITLED TO CERTAIN RELIEF PROVISIONS UNDER SECTIONS 49-31d TO 49-31i, INCLUSIVE, OF THE CONNECTICUT GENERAL STATUTES. YOU SHOULD CONSULT AN ATTORNEY TO DETERMINE YOUR RIGHTS UNDER SECTIONS 49-31d TO 49-31i, INCLUSIVE, OF THE CONNECTICUT GENERAL STATUTES.

In order to qualify for relief under those statutes, you must make application for protection from foreclosure with 25 days of the return date.

RETURN DATE: APRIL 15, 2025

JUDICIAL DISTRICT OF
ANSONIA-MILFORD

CKG ASSOCIATES, LLC D/B/A
SERVPRO OF MILFORD-ORANGE-
STRATFORD

AT MILFORD

VS.

ELIZABETH LUCARINI;
SIMONE LUCARINI-JTSV, POWER
OF ATTORNEY OF ELIZABETH LUCARINI;
TOWN OF ANSONIA; AND NORTHFIELD
FARMS

MARCH 10, 2025

STATEMENT OF AMOUNT IN DEMAND
INFORMATION RELATING TO "VALIDATION NOTICE"

This Writ, Summons and Complaint are legal documents used to commence a lawsuit with regards to the debt referenced within them. You must follow the instructions provided therein should you wish to preserve your interests in the suit, even if you dispute the validity or the amount of the debt. As lawyers, this office may file papers in the suit according to the Statutes, Rules of Court and Standing Orders of Connecticut. The "Validation Notice" which has been or will be sent to the borrower(s) ("consumers") in no way alters their rights or obligations with respect to this lawsuit. If you are the borrower ("consumer"), and if you notify us that the debt or any portion thereof is disputed, or if you request proof of the debt or the name and address of the original creditor within the thirty (30) day time period of the validation notice, we will stop our collection efforts including this foreclosure suit until we mail the requested information to you.

EXHIBIT A

SERVPRO**Authorization to Perform Services and Direction of Payment**

Customer Name: Elizabeth Lucarini Date of Loss: 1/22/2024
Loss Address: 10 Memna Dr.
City: Ansonia State: CT Zip: 06401
Insurance Company: Foremost Claim Number (if available): 7007079315-1

The undersigned Customer, being the building owner, owner's representative, or resident, authorizes the Provider identified below to perform any and all necessary cleaning and/or restoration services on Customer's property located at the property address above, and with respect to items that need to be cleaned at a remote location to remove and clean such items as necessary.

Customer authorizes Foremost Insurance Company, herein referred to as "Insurance Company," to pay Provider solely and directly for that portion of the work covered by Customer's insurance policy.

If, for any reason, Customer receives a check from Insurance Company made payable to Customer, Customer agrees to pay Provider immediately upon receipt of the check. In order to expedite payment to Provider, Customer hereby appoints Provider as attorney-in-fact, authorizing Provider to endorse Customer's name on Insurance Company checks or drafts, and to deposit Insurance Company checks or drafts for Provider services.

Customer agrees to pay Customer's deductible in the amount of \$ _____ that applies to this claim. If any amounts owing to Provider for Provider services are not covered by insurance, Customer agrees to pay those amounts to Provider within fifteen (15) days of Customer's receipt of invoice. It is fully understood that Customer and its agents, successors, assigns, and heirs are personally responsible for any and all deductibles and any costs not covered by insurance. Interest and finance charges will be charged at the maximum allowable by law, or at 1.5% per month, whichever is less, on accounts over thirty (30) days past due. Time is of the essence.

Customer agrees that Provider is working for the Customer and not Customer's insurance company or any agent/adjuster.

Property Owned By: 765-338-9767 - Elizabeth

Remarks:

I HAVE READ THIS AUTHORIZATION TO PERFORM SERVICES AND DIRECTION OF PAYMENT, INCLUDING THE TERMS AND CONDITIONS OF SERVICE ON THE REVERSE SIDE HEREOF, AND AGREE TO SAME.

Customer Reviewed Customer Information Form: ☐ Y ☐ N

Customer's Signature: Elizabeth Lucarini Provider's Signature: John R. Coan
Printed Name: Elizabeth Lucarini Franchise Legal Name: CKG Associates LLC
Date: 1/22/24 d/b/a SERVPRO® of: Shelton
E-mail Address: costonias110@gmail.com Date: 1-22-2024
Contractor License #: _____

Authorization to Perform Services and Direction of Payment

Terms and Conditions of Service

READ CAREFULLY

Note: This Contract includes a limitation of liability and limitation of remedies.

1. SERVPRO® is one of the largest nationwide Cleaning and Restoration Franchise Systems in the United States. The SERVPRO® Franchise owner identified on the front of this Contract (the "Provider") is an independent contractor who agrees to perform the services identified on the front of this Contract (the "Services"). Client agrees to purchase, receive, and pay for the Services pursuant to the terms and conditions of this Contract. Servpro Industries, Inc., the Franchisor, is not a party to any agreement with Client, is not a guarantor of the Provider's Services, and is not subject to liability arising out of such Services.
2. Provider's performance of the Services is limited by, among other things, the pre-existing conditions and characteristics of the premises, material, fabrics, furniture, and/or other items. PROVIDER EXPRESSLY DISCLAIMS ANY RESPONSIBILITY OR LIABILITY FOR ANY PRE-EXISTING CONDITIONS. Client shall retain responsibility and shall be liable for all effects of and costs necessary to correct such conditions, including, by way of example and not limitation, the conditions identified below:
 - (a) Provider may, in its sole discretion, pre-test materials for removability of spots or stains; dye or color fastness; shrinkage; fading; adhesive breakdown; or other problems. It is not always possible to determine these conditions in advance. PROVIDER DOES NOT GUARANTEE SPOT OR STAIN REMOVAL AND COLOR FASTNESS OR PREVENTION OF SHRINKAGE, FADING, OR ADHESIVE BREAKDOWN.
 - (b) Provider DOES NOT GUARANTEE that wall and ceiling cleaning will restore the original color to painted surfaces.
 - (c) Not all fabrics are conducive to cleaning. Provider shall use reasonable efforts to advise Client of any adverse effects which may be reasonably foreseen due to the nature of the fabric or material involved. PROVIDER DOES NOT GUARANTEE THAT SUCH MATERIALS CAN BE CLEANED OR THAT THERE WILL BE NO ADVERSE EFFECTS FROM ANY ATTEMPT TO CLEAN SUCH FABRICS.
 - (d) A variety of materials are used in the manufacturing, upholstery and/or installation process. These materials include backing, lining, tacks, or other unknown substances that may cause discoloration or other adverse effects to the face material. Client acknowledges that it is impossible to determine when such adverse effects may occur and PROVIDER DOES NOT GUARANTEE AGAINST SUCH ADVERSE EFFECTS.
 - (e) Client acknowledges and agrees that mold is commonly found throughout the environment and that it is impossible to eradicate mold. PROVIDER DOES NOT GUARANTEE THE REMOVAL OR ERADICATION OF MOLD.
 - (f) Client acknowledges and agrees that limited photographs or video of the damage and cause may be made solely for work process and insurance claims purposes.
3. PROVIDER SPECIFICALLY DISCLAIMS ANY AND ALL OTHER WARRANTIES AND ALL IMPLIED WARRANTIES (EITHER IN FACT OR BY OPERATION OF LAW) INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR ANY IMPLIED WARRANTY ARISING OUT OF A COURSE OF DEALING, CUSTOM OR USAGE OF TRADE. THIS CONTRACT PROVIDES FOR THE PROVISION OF SERVICES AND DOES NOT PROVIDE FOR A SALE OF GOODS.
4. Limitation of Liability: IN NO EVENT SHALL PROVIDER, ITS OWNERS, ANY OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, FRANCHISOR, OR AFFILIATES BE RESPONSIBLE FOR INDIRECT, SPECIAL, NOMINAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL LOSSES OR DAMAGES, OR FOR ANY PENALTIES, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY ASSERTED, INCLUDING CONTRACT, NEGLIGENCE, WARRANTY, STRICT LIABILITY, STATUTE OR OTHERWISE, EVEN IF IT HAD BEEN AWARE OF THE POSSIBILITY OF SUCH DAMAGES OR THEY ARE FORESEEABLE; OR FOR CLAIMS BY A THIRD PARTY. THE MAXIMUM AGGREGATE LIABILITY SHALL NOT EXCEED THREE TIMES THE AMOUNT PAID BY CUSTOMER FOR THE SERVICES OR ACTUAL PROVEN DAMAGES, WHICHEVER IS LESS. IT IS EXPRESSLY AGREED THAT CUSTOMER'S REMEDY EXPRESSED HEREIN IS CUSTOMER'S EXCLUSIVE REMEDY. THE LIMITATIONS SET FORTH HEREIN SHALL APPLY EVEN IF ANY OTHER REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE. Some states/countries do not allow the exclusion or limitation of incidental or consequential damages, so the above may not apply to you.
5. Should Provider bring legal action to collect monies due under the Contract or should the matter be turned over for collection, Provider shall be entitled, to the fullest extent permitted under law, to reasonable legal fees and costs of any such collection attempt, in addition to any other amounts owed by Client. This attorney fee provision shall not be effective or enforceable in jurisdictions where attorney fee provisions are made reciprocal or invalid by operation of law. Consent is hereby given for filing of mechanic's liens by Provider for the work described in this contract on the property on which the work is performed if Provider is not paid.
6. Any labor, materials or other work beyond that identified in this Contract shall require a written amendment to this Contract and will result in additional charges.
7. Any claim by Client for faulty performance, for nonperformance or breach under this Contract for damages shall be made in writing to Provider within sixty (60) days after completion of services. Failure to make such a written claim for any matter which could have been corrected by Provider shall be deemed a waiver by Client. NO ACTION, REGARDLESS OF FORM, RELATING TO THE SUBJECT MATTER OF THIS CONTRACT MAY BE BROUGHT MORE THAN ONE (1) YEAR AFTER THE CLAIMING PARTY KNEW OR SHOULD HAVE KNOWN OF THE CAUSE OF ACTION.
8. A failure of either party to exercise any right provided for herein shall not be deemed to be a waiver of any right hereunder.
9. CLIENT AND PROVIDER EACH WAIVE THEIR RESPECTIVE RIGHTS TO A TRIAL BY JURY WITH RESPECT TO ANY AND ALL CLAIMS OR CAUSES OF ACTION (INCLUDING COUNTERCLAIMS) RELATED TO OR ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS CONTRACT AND AGREE THAT ANY CLAIM OR CAUSE OF ACTION WILL BE TRIED BY A COURT TRIAL WITHOUT A JURY.
10. If any provision of this Contract is found to be ineffective, unenforceable or illegal for any reason under present or future laws, such provision shall be fully severable, and this Contract shall be construed and enforced as if such provision never comprised a part of this Contract. The remaining provisions of this Contract shall remain in full force and effect and shall not be affected by the ineffective, unenforceable or illegal provision or by its severance from this Contract.
11. No modification, termination, or attempted waiver of this Contract shall be valid unless in writing and signed by the party against whom the same is sought to be enforced.

Customer's Initials: _____

SERVPRO® Franchisees are always looking for motivated employees.

SERVPRO's individually owned and operated franchises offer a variety of positions including crew chief, production technician, marketing representative, administrative assistant, and many more.

EXHIBIT B

CKG Associates LLC
232 Amity Rd
Woodbridge, CT 06525
2033010500
office@servproofmilford.com
www.servproofmilford.com

Invoice



Milford - Orange - Stratford
Southbury / Torrington
Newtown & Southern Litchfield County
Tax ID # 77-0715258

BILL TO
24-113-WTR;7007079315-1
Elizabeth Lucarini
10 Menna Road
Ansonia, CT 06401 USA

SHIP TO
24-113-WTR;7007079315-1
Elizabeth Lucarini
10 Menna Road
Ansonia, CT 06401 USA

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
5225672	04/09/2024	\$3,231.61	04/09/2024	Upon Completion	
PM		CLAIM NUMBER		INSURANCE	
Matt Caulfield		7007079315-1		Foremost	

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
01/24/2024	IH/IAQ	Cost for using an Indoor Hygienist or Indoor Air Quality person. Asbestos Testing	1	3,231.61	3,231.61
SUBTOTAL					3,231.61
TAX					0.00
TOTAL					3,231.61
BALANCE DUE					\$3,231.61

CKG Associates LLC
232 Amity Rd
Woodbridge, CT 06525
2033010500
office@servproofmilford.com
www.servproofmilford.com

Invoice



Milford - Orange - Stratford
Southbury / Torrington
Newtown & Southern Litchfield County
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10 Menna Road
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SHIP TO
24-113-WTR;7007079315-1
Elizabeth Lucarini
10 Menna Road
Ansonia, CT 06401 USA

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
5225461	02/08/2024	\$42,377.64	02/08/2024	Upon Completion	
PM		CLAIM NUMBER		INSURANCE	
Matt Caulfield		7007079315-1		Foremost	

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
01/22/2024	Water Remed	Water Restoration	1	31,648.17	31,648.17T
01/22/2024	Water Remed	Water Restoration Materials	1	5,939.97	5,939.97
01/22/2024	Electrical	Electrical subcontracted.	1	1,222.49	1,222.49
01/22/2024	Equipment Rental	Equipment Rental subcontracted	1	1,557.35	1,557.35
		SUBTOTAL			40,367.98
		TAX			2,009.66
		TOTAL			42,377.64
		BALANCE DUE			\$42,377.64

EXHIBIT C

NOTICE OF INTENTION TO FILE MECHANIC'S LIEN

To: Elizabeth Lucarini

Simone Lucarini-JTSV, Power of Attorney of Elizabeth Lucarini

10 Menna Road, Ansonia, Connecticut 06401

480 North Crystal Drive, Fortville, Indiana 46040

(the "Owner")

CKG Associates, LLC (hereinafter "CKG Associates") by LIC Holdings Inc., its duly authorized member, and Gregory J. Geaski, duly authorized member of LIC Holdings, Inc., hereby gives you notice that on or about January 22, 2024, it performed services at property located at 10 Menna Road, Ansonia, CT 06401, said property being owned by the Owner and bounded as follows:

See Attached Schedule "A" made a part hereof.

and that CKG Associates intends to claim a lien thereto on said building and land for said materials and services provided which ceased on or about January 30, 2024.

Dated at Woodbridge, Connecticut, this 23rd day of April, 2024.

CKG ASSOCIATES, LLC

By: 

LIC HOLDINGS, INC.

Duly Authorized Member of CKG Associates, LLC

Gregory J. Geaski

Duly Authorized Member of LIC Holdings, LLC

EXHIBIT D



Doc ID: 001837200003 Type: LAN

BK 620 PG 1048-1050

MECHANIC'S LIEN

IT IS HEREBY CERTIFIED THAT, CKG Associates, LLC, herein referred to as Lien Claimant, provided services for the work being performed at property located at 10 Menna Road, Ansonia, Connecticut 06401, and pursuant to Connecticut General Statutes, recorded or will record this lien in the name of CKG Associates, LLC, in the Ansonia Land Records on real property bounded and described as follows:

See Schedule A attached hereto and made a part hereof.

The name of the owners against whom the lien is being filed is Elizabeth Lucarini and Simone Lucarini-JTSV, Power of Attorney of Elizabeth Lucarini.

THAT the value of materials and services so furnished and performed which remains unpaid totals Forty-Two Thousand Three Hundred and Seventy-Seven Dollars and Sixty-Four Cents (\$42,377.64), which with interest and attorney's fees and costs pursuant to contract, from January 22, 2024, is now justly due from is Elizabeth Lucarini and Simone Lucarini-JTSV, Elizabeth Lucarini-POA, to Lien Claimant.

THAT the amount claimed is justly due, as nearly as the same can ascertained.

THAT the furnishing materials and performance of services commenced on about January 22, 2024, and the day said furnishing of materials and performance of services ceased was on or about January 30, 2024.

THAT Notice of Intention to File a Mechanic's Lien was duly served upon on the 16th day of April 2024 as required by Statute.

This certificate of lien is made and filed within ninety days from the time of ceasing to render services and furnish materials as aforesaid.

WHEREFORE, the undersigned claims a lien on said premises and the buildings and structures thereon as security for the payment in full of the aforesaid amount.

IN WITNESS WHEREOF, Gregory J. Geaski duly authorized member of LIC Holdings, Inc. the duly authorized member of CKG Associates, LLC, has hereunto set his hand and seal this 16th day of April 2024.

CKG ASSOCIATES, LLC

By: 

LIC HOLDINGS, INC.

Duly Authorized Member of CKG Associates, LLC

Gregory J. Geaski


Duly Authorized Member of LIC Holdings, LLC

STATE OF CONNECTICUT

COUNTY OF NEW HAVEN

On this the 23th day of April 2024, Gregory J. Geaski, personally appeared, who acknowledged himself to be the duly authorized member of LIC Holdings Inc. a duly authorized member of CKG Associates, LLC, and that he, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing his name, and made solemn oath that the facts stated therein are true and that the sum of **Forty-Two Thousand Three Hundred Seventy-Seven Dollars and Sixty-Four Cents (\$42,377.64)**, plus interest and the costs of collection, as near as the same can be ascertained, is justly due to CKG Associates, LLC.

In witness whereof I hereunto set my hand.



Commissioner of the Superior Court
Notary Public
My commission expires on: _____

Schedule A

All that certain piece or parcel of land, with the buildings and improvements thereon situated in the Town of Ansonia, County of New Haven and State of Connecticut, designated as Lot Number 41 as shown on a certain map entitled Record Subdivision Map, Northfield Farms, Ansonia, Connecticut, dated October 1, 1991, last revised May 20, 1992, recorded in Ansonia Map Volume 13 at Page 7, 8, 9, 10.

The premises are hereby conveyed together with and subject to the terms, conditions, agreements, obligations and easements contained in the Restated Declaration of Northfield Farms dated February 3, 1993 and recorded February 3, 1993 in the Ansonia Land Records in Volume 264 Page 127 and in the Woodbridge Land Records in Volume 185 at Page 300 as it may be amended or supplemented. The Grantees, by acceptance of this deed, expressly assume and agree to be bound by and comply with all of the terms, conditions, agreements, obligations and easements as set forth in the Declaration, the Bylaws of the Association and Exhibits as they may be amended or supplemented.

Received for Record at Ansonia, CT
On 04/28/2024 At 8:37:43 am

Elyahue L. Lynch

Return to
Neubert, Pepe & Monteith, P.C. (JSB)
195 Church Street, 13th Floor
New Haven, CT 06510

RETURN DATE: APRIL 22, 2025

JUDICIAL DISTRICT OF
ANSONIA-MILFORD

CKG ASSOCIATES, LLC D/B/A
SERVPRO OF MILFORD-ORANGE-
STRATFORD

AT MILFORD

VS.

ELIZABETH LUCARINI;
SIMONE LUCARINI-JTSV, POWER
OF ATTORNEY OF ELIZABETH LUCARINI;
TOWN OF ANSONIA; AND NORTHFIELD
FARMS

MARCH 14, 2025

LIS PENDENS

Notice is hereby given of the pendency of a civil action between the plaintiff, CKG Associates, LLC d/b/a Servpro of Milford-Orange-Stratford (the "Plaintiff" and/or "CKG"), against the defendants, Elizabeth Lucarini, Simone Lucarini-JTSV, Power of Attorney of Elizabeth Lucarini, Town of Ansonia, and Northfield Farms, collectively referred to as the "Defendants", and it is CKG's intent to commence legal action returnable to the Superior Court for the Judicial District of Ansonia-Milford at Milford promptly hereafter, such action is brought, inter alia, to **COLLECT** for the following reasons:

1. On or about January 22, 2024, CKG and Defendant Elizabeth Lucarini and Defendant Simone Lucarini-JTSV, Power of Attorney of Elizabeth Lucarini (collectively "Defendants Lucarini") entered into an agreement (the "Contract") for CKG to materials and perform repair services to Defendants Lucarini's property located at 10 Menna Road, Ansonia, Connecticut.

2. CKG fully performed pursuant to the terms of the contract and service was completed promptly on or about July 30, 2024.

3. CKG invoiced the Defendants Lucarini on or about February 8, 2024, and again on April 9, 2024, in the total amount of FORTY-FIVE THOUSAND THREE HUNDRED AND

SEVENTY-SEVEN DOLLARS AND 64/100 Dollars (\$45,377.64) (Invoice #5225461 and Invoice #5225672 respectively).

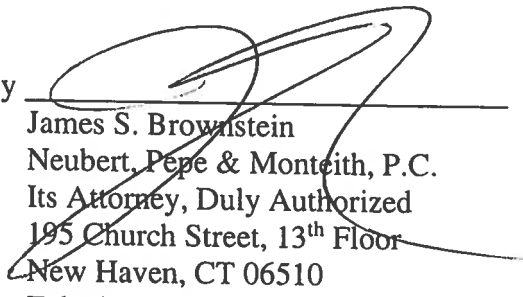
4. Defendants Lucarini failed to make payment to CKG upon receipt of the aforementioned invoices and the balance remains due and owing.

The property the Plaintiff seeks an interest in is all as more particularly described in the Schedule 'A' Property Description (the "Property").

Dated at New Haven, Connecticut on March 14, 2024.

THE PLAINTIFF,

By



James S. Brownstein
Neubert, Pepe & Monteith, P.C.
Its Attorney, Duly Authorized
195 Church Street, 13th Floor
New Haven, CT 06510
Telephone No. (203) 821-2000
Juris Number 407996

NOTICE

THIS IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. THIS IS A COMMUNICATION FROM A DEBT COLLECTOR. IF YOU HAVE FILED FOR BANKRUPTCY, THIS CORRESPONDENCE IS NOT AN ATTEMPT TO COLLECT A DEBT, BUT ONLY FOR INFORMATION PURPOSES. IF YOU HAVE RECEIVED A DISCHARGE IN BANKRUPTCY THAT DISCHARGED THIS DEBT, THIS CORRESPONDENCE IS NOT AN ATTEMPT TO COLLECT A DEBT, BUT ONLY ENFORCEMENT OF A LIEN AGAINST PROPERTY.

Schedule A

All that certain piece or parcel of land, with the buildings and improvements thereon situated in the Town of Ansonia, County of New Haven and State of Connecticut, designated as Lot Number 41 as shown on a certain map entitled Record Subdivision Map, Northfield Farms, Ansonia, Connecticut, dated October 1, 1991, last revised May 20, 1992, recorded in Ansonia Map Volume 13 at Page 7, 8, 9, 10.

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Received for Record at Ansonia, CT
On 04/28/2024 At 8:37:43 am

Elizabeth B. Lynch



City of Ansonia
OFFICE OF THE MAYOR
CITY HALL
253 MAIN STREET
ANSONIA, CONNECTICUT 06401

David S. Cassetti
Mayor

David S. Cassetti
25 APR - 3 PM 2:52
Office: (203) 736-5900
Fax: (203) 734-3853
Email: dcassetti@ansoniac.org

April 3, 2025

Board of Aldermen:

Pursuant to my powers under the City Charter and Code, I hereby submit the following appointments:

FAIR HOUSING OFFICER (1-YR)

Anna Rodriguez (R)
Pulaski Hwy
Ansonia, CT 06401

Term Expires: 04-01-27
Re-Appointment



David S. Cassetti, Mayor

NOTICE TO THE PUBLIC

To ensure ADA Compliance please Call (203)-736-5900 48 hours prior to the meeting.

Memo

To: Members of the Board of Alderman
From: Kim DeStefano
Date: April 2, 2025
Re: Approval for Payment of Traver Electric Motor Inv#R73160

25 APR -4 PM 12:16
RECEIVED FOR FILE
CITY OF ANSONIA
FINANCE DEPARTMENT
Kim DeStefano

As of the 12/3/24 sale of the WPCA to Aquarion, Influent Pump #3 was not in service. As part of the "Common and Shared Facilities Agreement" entered by the City and Aquarion at the closing, \$100,000 of the transaction price was held in escrow. This amount would be released to the City within two days following the reinstallation of the pump and proof of payment in full for the repair by the City.

The pump was recently reinstalled and it has been confirmed by Danielle Morrison, Chief Operator, that this pump is currently in service.

Attached is the invoice from Traver Electric Motor Company, Inc. for the repair in the amount of \$48,854.80.

Please provide approval to issue payment for this invoice using open PO#251467 issued on 11/14/24 for \$48,500.00 from the WPCA fund for this repair.

Once payment has been made, Finance will follow up with Aquarion to make arrangements for the \$100,000 remaining in escrow to be released to the City.

Thank you for your attention to this matter.

New Business
#2



Traver Electric Motor Co., Inc.
 151-165 Homer St.
 Waterbury, CT 06704
 T 203.753.5103
 F 203.573.9352
 24 Hour 1.800.TE.MOTOR
 TraverIDC.com

Account # 3078
 Invoice Date 03/17/25

Repair Invoice # R73160
Purchase Order # 251467

Lic.# E1-123948

Bill To: Ansonia WPCA, City Of N. Division Street Ansonia CT 06401 Jtomasella@ansoniacct.org			Ship To: Ansonia Wpca, City Of N. Division Street Ansonia CT 06401		
Date Received 10/24/24	Req By Jason St Jacques	Tag # 31282	SZ 2	Date Completed 03/06/25	Due Date 04/17/25

Equipment ID: Pump #3

HP: 75

Speed: 875

Model/Type: M75-8-460EX

Phase: 3

Frame: PUMP

Encl: CLOSED

Make: Flowserve

Voltage: 460

Serial #: 09M00153

Came With:

Rpr Desc: Dry Pit Submersible Pump disassembled, cleaned. Windings stripped - coils made - stator rewound with high performance inverter duty wire. Ball bearings replaced. New parts installed. Pump seal replaced. Unit assembled and tested. All OEM parts used in rebuild.

Qnty	Part Number	Description	Amount
1	BEA.SL/ISO.		3280.00
1	ORING KIT		4242.00
1	MECH.SEAL P		7832.00
1	MECH.SEAL S.		11244.00
2	90381 TMK		1724.00
2	90744 TMK		1008.00
10	550812		440.00
2	313KDD	BEARING	262.00
1	WINDING MATL		1600.00

Labor: Shipping & Handling Expedite Fee					16743.00 354.80 125.00
We appreciate this opportunity to provide our Up and Running service.					Make Check Payable to: "Traver Electric" INVOICE TOTAL 48854.80
Ttl Material 31632.00	Ttl Labor 16743.00	Sales Tax	Shipping & Handling 354.80	Expedite Fee 125.00	

everything electrical

motor repair contracting supply engineering energy conservation

9:05 AM (4 hours ago)



Danielle Morrison
to Adam, me, Kurt, somalley@ansoniacf.org, John, Daniel
Hi Adam,
Yes, the influent pump has been returned and installed. It is currently in service.
--Danielle

Danielle Morrison
Chief Operator, CT DEEP CLASS IV OPERATOR
Ansonia WPCF
1 North Division Street
Ansonia, CT 06401
Email: dsimorison@aquarionwater.com
Phone (mobile): 860-734-7128



Adam Simonsen
to Danielle, me, Kurt, somalley@ansoniacf.org, John, Daniel
Danielle – thanks.

11:37 AM (1 hour ago)



Kim – please send us a copy of the invoice and the proof of payment and we will get the escrowed funds released to the City.
--Adam

COMMON AND SHARED FACILITIES AGREEMENT

THIS AGREEMENT, made and entered into as of the 3rd day of December, 2024 (the “Effective Date”), by and between the **CITY OF ANSONIA**, a Connecticut municipal corporation, with an address at 253 Main Street, Ansonia, Connecticut 06401 (hereinafter the “City”) and **AQUARION WATER COMPANY OF CONNECTICUT**, A Connecticut corporation, with an address at 835 Main Street, Bridgeport, Connecticut 06604 (hereinafter “AWC”);

WITNESSETH:

WHEREAS, the City owns a wastewater system serving various commercial and residential customers in the City of Ansonia (hereinafter the “Wastewater System”); and

WHEREAS, the City and AWC entered into an Asset Purchase Agreement dated June 21, 2024, for the sale of the Wastewater System to AWC;

WHEREAS, as part of the sale of the Wastewater System to AWC, the City granted AWC an exclusive Access and Utility Easement over the property known as 1A Division Street, Ansonia, CT, as shown on that certain map entitled “CITY OF ANSONIA NORTH DIVISION STREET ANSONIA CONNECTICUT LOT LINE REVISION,” (hereinafter the “Easement Area”);

WHEREAS, a public works facility, a transfer station, an animal shelter, and other City facilities, are currently situated on the City’s property abutting the Easement Area and known as 1 Division Street, Ansonia, CT, which transfer station and other facilities the City owns and operates (hereinafter “Other City Facilities”);

WHEREAS, the City and AWC have closed the sale of the Wastewater System as of the date first written above, contingent upon certain terms and conditions effecting the Easement Area and the Other City Facilities.

NOW, THEREFORE, in consideration of the mutual agreements herein contained and subject to the terms and conditions herein stated, both parties agree as follows:

1. **Access:** The City currently owns and utilizes a locked gate securing access to the Easement Area and the Other City Facilities during the Other City Facilities non-business hours, on weekends, and on holidays. The gate shall remain open during the Other City Facilities regular business hours. The City has provided AWC with a total of ten (10) key fobs for gate access. AWC is hereby authorized to utilize the key fobs to unlock the gate in order access the Easement Area at any time and for any reason. AWC’s access herein is limited to the Easement Area, and AWC shall have no rights of access or entry in or to the Other City Facilities. The Parties will cooperate to allow AWC within one year of the Effective Date to install its own access control at the locked gate, allowing each Party to open the locked gate as needed to support their respective operations, and eliminating any future need for the City to provide key fobs for access.

2. **Generator:** A generator serving both the wastewater treatment plant and the Other City Facilities is located within the Easement Area. The City shall continue to have use of the existing generator for emergency situations for a period of two (2) of years, by which time the City shall install a new generator for the Other City Facilities and no longer have any direct electrical connections to the Wastewater System and its facilities, including the Generator. AWC agrees to cooperate with the City and to review the City's plans for changing the control panel for the new generator for the Other City Facilities. AWC and the City agree that the existing generator shall be the property of AWC. AWC shall maintain, service, and repair the existing generator at AWC's expense. AWC reserves the right to change the size of or replace the existing generator at AWC's expense as needed. In the event the existing generator malfunctions or fails to properly operate, AWC and the City shall each be responsible for their own emergency back-up power at their own expense.

3. **Sewer Cleaner Truck:** The City currently owns a combination sewer cleaner truck (the "City Sewer Cleaner Truck") which is utilized for stormwater and wastewater operations. AWC will purchase for its own use a sewer cleaner truck (the "AWC Sewer Cleaner Truck"); however, the City shall allow AWC to utilize the City Sewer Cleaner Truck until such time as the AWC Sewer Cleaner Truck is delivered to AWC. AWC and the City agree that the City Sewer Cleaner Truck shall be the property of the City. The City shall maintain, service, and repair the City Sewer Cleaner Truck at the City's expense. AWC shall pay to the City a rental fee of \$500 for every four (4) hours of use. AWC will keep a record of all usage and pay the City on a monthly basis. Should the City and AWC require use of the City Sewer Cleaner Truck at the same time, the City's needs shall take priority, provided AWC is not in the middle of a four (4) hour rental period. The parties will cooperate to ensure that public health and safety is in no way compromised by this priority arrangement. After any use of the City Sewer Cleaner Truck by AWC, AWC shall return it to the City with a full tank of gas and in a clean condition. At all times during the use of the City Sewer Cleaner Truck by AWC, the City shall keep the City Sewer Cleaner Truck properly insured. At all times during the use of the City Sewer Cleaner Truck by AWC, AWC shall operate the City Sewer Cleaner Truck with properly trained AWC employees with a valid Connecticut CDL license and maintain insurance coverage for any AWC employees operating the City Sewer Cleaner Truck.

4. **Utility Crane Truck:** AWC will take ownership of the utility truck (VIN: 1GC3KZCG8CZ102411) (the "Utility Crane Truck"), which Utility Crane Truck has a crane and other functions that are important to the operation of the Wastewater System. AWC and the City agree that the Utility Crane Truck shall be the property of AWC. AWC shall maintain, service, and repair the Utility Crane Truck at the City's expense. The City shall pay to AWC a rental fee of \$250 for every four (4) hours of use. AWC agrees to waive the rental fee for two (2) months from the Effective Date. The City will keep a record of all usage and pay AWC on a monthly

basis. Should the City and AWC require use of the Utility Crane Truck at the same time, AWC's needs shall take priority, provided the City is not in the middle of a four (4) hour rental period. The parties will cooperate to ensure that public health and safety is in no way compromised by this priority arrangement. After any use of the Utility Crane Truck by the City, the City shall return it to the City with a full tank of gas and in a clean condition. At all times during the use of the Utility Crane Truck by AWC, AWC shall keep the Utility Crane Truck properly insured. At all times during the use of the Utility Crane Truck by the City, the City shall operate the Utility Crane Truck with properly trained City employees with a valid Connecticut driver's license and maintain insurance coverage for any City employees operating the Utility Crane Truck.

5. Influent Pump #3: As of December 3, 2024, Influent Pump #3 is not in service, has been removed from the Wastewater System, and is being repaired at a third-party location by the City's repair vendor. The City will, at its sole cost and expense, complete repairs of Influent Pump #3 and reinstall the repaired pump at its expense. AWC will deduct one hundred thousand dollars (\$100,000) from the Transaction purchase price to be held in escrow. AWC will release the escrowed funds within two (2) business days following the reinstallation of the pump and confirmation that the pump is back in service and that all costs for the pump repair and reinstallation have been paid in full. The City agrees that time is of the essence and will use best efforts to complete the repair as expeditiously as possible.

6. Temporary Storage: As of the date of this Agreement, the City is utilizing a portion of the Easement Area for the dumping of brush and landscape debris brought to the transfer station by the residents of the City of Ansonia. AWC will allow the City to continue to keep the existing brush and landscape debris within the Easement Area for a period of one (1) year following the date of this Agreement. No later than thirty (30) days from the date of this Agreement, the City will provide to AWC a written plan for the permanent removal of the brush and landscape debris, which plan shall include notifying AWC any time the City intends to access the Easement Area for the purposes contained in this paragraph. No later than one (1) year after the date of this Agreement, the City shall have cleaned up and removed all brush or landscaping debris from the Easement Area. After the one-year period outlined herein, the City will have no right to use the Easement Area for any purpose.

7. Conditions: The respective obligations of the parties hereto are subject to the delivery to AWC of an opinion of the corporation counsel of the City that the City has authority to enter into this Agreement and carry out its obligations hereunder and that this Agreement has been duly executed on behalf of the City and is binding upon and enforceable against the City in accordance with its terms, subject, however, to the availability of specific performance and the rights of creditors generally.

8. Insurance: AWC and the City each agree to carry and maintain at all times such insurance as the City and AWC determine satisfactory to protect both AWC and the City adequately against any and all loss, damage or liability arising out of or in connection with the terms of this Agreement. Such insurance policies shall contain such terms, shall be in such form, shall be with such insurers, and shall be for such periods as may be satisfactory to the City and AWC, including the following specific provisions:

- A. General Liability including Premises and Operations, Contractual Liability, Products and Completed Operations on an occurrence basis with combined limit of \$1,000,000.
- B. Umbrella Liability with a limit of \$1,000,000 over primary limits for Employer Liability, General Liability and Auto Liability.

AWC agrees to add the City to be named as additional insured. AWC is allowed to self-insure for any and all obligations.

A Certificate of Insurance from AWC shall be provided to the City to indicate all coverage and extension and which allows for a 30 day written notice of cancellation. The "certificate holder" to be listed on the certificate of insurance shall be:

The City of Ansonia
253 Main Street
Ansonia, Connecticut 06401

The City agrees to add AWC to be named as additional insured. The City is allowed to self-insure for any and all obligations.

A Certificate of Insurance from the City shall be provided to AWC to indicate all coverage and extension and which allows for a 30 day written notice of cancellation. The "certificate holder" to be listed on the certificate of insurance shall be:

Aquarion Water Company of Connecticut
835 Main Street
Bridgeport, CT 06604

9. Obligations of Parties: This Agreement, which may be executed in counterparts, shall bind and inure to the benefits of the parties hereto and their respective successors and assigns.


[remainder of this page intentionally left blank, signature pages to follow]

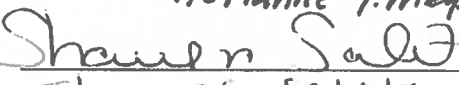
IN WITNESS WHEREOF, the parties have hereunto caused to be set their hands as of the date first above written.

Signed and delivered in the presence of:


WITNESSES:

AQUARION WATER COMPANY OF
CONNECTICUT



Adrienne Y. Meyer


Shawn Salato

By: 

Donald J. Morrissey,
President

STATE OF CONNECTICUT)
COUNTY OF FAIRFIELD)

ss: Bridgeport

Personally appeared, before me, this 2nd day of December 2024, Donald J. Morrissey, President of Aquarion Water Company of Connecticut, signer and sealer of the foregoing instrument, who acknowledged the same to be his free act and deed and that of said Aquarion Water Company of Connecticut.



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

Shawna Salato
Notary Public
My Commission Expires: July 31, 2027

**RETURN TO:**

Aquarion Water Company of Connecticut
Attention: Real Estate Department
600 Lindley Street
Bridgeport, CT 06606

TO ALL PEOPLE TO WHOM THESE PRESENTS SHALL COME, GREETINGS:

KNOW YE, THAT the CITY OF ANSONIA a Connecticut municipal corporation, with an address of 253 Main Street, Ansonia, CT 06401 (herein designated as "Releasor"), for the consideration of One Dollar (\$1.00) and other valuable consideration received to its full satisfaction of **AQUARION WATER COMPANY OF CONNECTICUT**, a Connecticut public service company, having an office at 835 Main Street, Bridgeport, Connecticut 06604 (herein designated as "Releasee"), does hereby remise, release, assign and forever QUIT-CLAIM unto the said **AQUARION WATER COMPANY OF CONNECTICUT**, its successors and assigns forever, all the right, title, interest, claim and demand whatsoever as it, the said Releasor, has or may have in or to the following (the "Premises"):

All right, title and interest in and to any easements, rights-of-way, accessways, and all such other rights to use the property of another, and all permits, approvals and third party actions related to, or for the purpose of, providing sewer service, located in the City of Ansonia, County of New Haven, and State of Connecticut, which may or may not of record appear, and related to or necessary for the provision of sewer and sewer utility services.

TO HAVE AND TO HOLD the Premises, with all the appurtenances, unto the said Releasee, its successors and assigns forever, so that neither it, the Releasor, nor its successors and assigns nor any other person under it or them shall hereafter have any claim, right or title in or to the premises, or any part thereof, but therefrom it and they are by these presents forever barred and excluded.

No City Conveyance Tax Collected

By

[Signature]
Town Clerk of Ansonia

aut

No State Conveyance Tax Collected

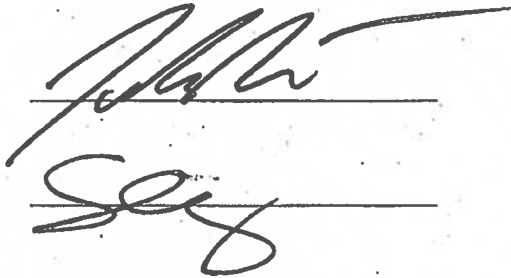
By

[Signature]
Town Clerk of Ansonia

aut


IN WITNESS WHEREOF, the undersigned has hereunto caused these presents to be
executed this 3rd day of December, 2024.

Signed, Sealed and Delivered
in the Presence of:



CITY OF ANSONIA

By:

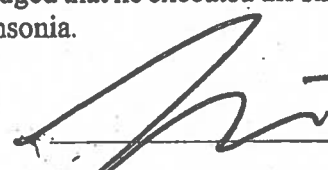


David S. Cassetti,
Mayor

STATE OF CONNECTICUT)
)
COUNTY OF NEW HAVEN)

ss: Ansonia

Personally appeared David S. Cassetti, Mayor of the City of Ansonia, duly authorized
signer of the foregoing instrument, and acknowledged that he executed the same as his free act and
deed and the free act and deed of said City of Ansonia.



Commissioner of the Superior Court/
Notary Public
~~My Commission Expires.~~

Received for Record at Ansonia, CT
On 12/03/2024 At 2:34:53 pm

Elyahesh S. Lynch

Memo

To: Members of the Board of Alderman
From: Kim DeStefano
Date: April 2, 2025
Re: Approval Establishment of Stabilization Fund & Payments to Aquarion

Per the asset purchase agreement entered into with Aquarion in June 2024 and the Common and Shared Facilities agreement signed at the closing on 12/3/24, a Rate Stabilization account was to be established after the sale (see Section 4.7 of both agreements).

- Credits would be given on resident's bills monthly using a yearly appropriation from this fund.
- We have begun to receive monthly statements from Aquarion along with backup for the amount being billed to the City for the credits.
- A separate fund will be established with separate bank accounts including a money market and checking account for monthly payments to Aquarion for credits issued monthly to residents.

Please provide approval –

- 1) For the establishment of a Rate Stabilization Fund in the amount of \$7million
- 2) For monthly payments to be made to Aquarion for the length of the agreement under the terms agreed upon.

Thank you for your consideration of this request.



AQUARION
Water Company

Stewards of the Environment

*Rec'd
2/27/25*

Account Number: 300041997

Invoice Number: 90185279

Total Charges: \$155,797.49

Statement Date: 02/21/2025

Contact Us: 1-800-732-9678

Website: www.aquarionwater.com

CITY OF ANSONIA
KIM DESTRFANO ASSISTANT CONTROLLER
253 MAIN ST
ANSONIA CT 06401

SPECIAL NOTES

Service Address

Service Date

CITY OF ANSONIA RATE STABILIZATION JANUARY 2025

Invoice Details

Description	Quantity	Price	Total
City of Ansonia Subsidy	1	\$155,797.49	\$155,797.49
Rate Stabilization Credit			
January 2025			
Invoice Amount			\$155,797.49

Please detach and return this stub with your check payable to AWC of CT - Wastewater Do not send cash Thank you!



AQUARION
Water Company

Stewards of the Environment

ACCOUNT NUMBER	TOTAL	PAYMENT ENCLOSED
300041997	\$155,797.49	

Pay Current Charges By 03/20/2025

Please indicate account number and amount enclosed to ensure prompt credit to your account.

003000419970000155797490

CITY OF ANSONIA
KIM DESTRFANO ASSISTANT CONTROLLER
253 MAIN ST
ANSONIA CT 06401

AWC of CT - Wastewater
PO Box 9265
CHELSEA MA 02150-9265


Contact Us: 1-800-732-9678
Website: www.aquarionwater.com

 CITY OF ANSONIA
 KIM DESTRFANO ASSISTANT CONTROLLER
 253 MAIN ST
 ANSONIA CT 06401

 Account Number: 300041997
 Invoice Number: 90185793
 Total Charges: \$123,928.42
 Statement Date: 03/17/2025

SPECIAL NOTES

<u>Service Address</u>	<u>Service Date</u>
CITY OF ANSONIA RATE STABILIZATION FEB 2025	

Invoice Details

Description	Quantity	Price	Total
City of Ansonia Subsidy	1	\$123,928.42	\$123,928.42
Rate Stabilization Credit			
February 2025			
Balance Forward			\$155,797.49

Invoice Amount
\$279,725.91

Please detach and return this stub with your check payable to AWC of CT - Wastewater. Do not send cash. Thank you!


AQUARION
 Water Company

Stewards of the Environment

ACCOUNT NUMBER	TOTAL	PAYMENT ENCLOSED
300041997	\$279,725.91	

Pay Current Charges By 04/13/2025

Please indicate account number and amount enclosed to ensure prompt credit to your account.

003000419970000123928424

 CITY OF ANSONIA
 KIM DESTRFANO ASSISTANT CONTROLLER
 253 MAIN ST
 ANSONIA CT 06401

 AWC of CT - Wastewater
 PO Box 9265
 CHELSEA MA 02150-9265

Recd 3/24/25

**ASSET PURCHASE AGREEMENT
FOR THE WASTEWATER SYSTEM
OF THE CITY OF ANSONIA, CONNECTICUT**

By and Between

**THE CITY OF ANSONIA, CONNECTICUT
AS SELLER**

and

**AQUARION WATER COMPANY OF CONNECTICUT
AS BUYER**

Dated as of June 21, 2024

TABLE OF CONTENTS

- 1. Agreement to Sell and Purchase Water and Wastewater System Assets**
 - 1.1 Purchase and Sale of Assets
 - 1.2 Excluded Assets
 - 1.3 No Liabilities to be Assumed
 - 1.4 Instruments of Transfer
 - 1.5 Closing Date
- 2. Purchase Price and Manner of Payment**
 - 2.1 Purchase Price
 - 2.2 Purchase Option
 - 2.3 Manner of Payment
- 3. Representations and Warranties of Seller**
 - 3.1 Organization and Authorization
 - 3.2 Title to Water and Wastewater System Assets
 - 3.3 Judgments or Litigation
 - 3.4 Location, Use of Assets and Charters
 - 3.5 Charters and Resolutions
 - 3.6 Absence of Defaults
 - 3.7 No Warranties
 - 3.8 Water and Wastewater Systems Compliance
 - 3.9 Contracts
 - 3.10 All Necessary Approvals, Authority and Permits
 - 3.11 Environmental Compliance
 - 3.12 Customer Laterals
 - 3.13 Real Property Rights
 - 3.14 Wastewater System
- 4. Covenants of Seller**
 - 4.1 User Fees or Tariffs
 - 4.2 Continued Cooperation
 - 4.3 Accounts Receivable and Final Billing
 - 4.4 Customer List
 - 4.5 Access to the Wastewater Systems
 - 4.6 Municipal Property Tax Exemption
 - 4.7 Rate Stabilization Fund
 - 4.8 Continued Truth of Representations and Warranties of the Seller
 - 4.9 Continuing Obligation to Inform
 - 4.10 Satisfaction of Conditions
 - 4.11 Compliance with Laws
 - 4.12 Continued Operation
 - 4.13 Permit Transfer
 - 4.14 Consent Order
 - 4.15 Secondary Clarifier Repair
 - 4.16 Customer Billing
 - 4.17 Contracts

4.18 Indemnification

5. Representations and Warranties of Buyer

- 5.1 Organization and Authorization**
- 5.2 Absence of Defaults**
- 5.4 No Warranties**
- 5.5 Indemnification**

6. Covenants of Buyer

- 6.1 Assumption of Contracts**
- 6.2 User Rates**
- 6.3 Ongoing Investment**

7. Conditions of Buyer's Obligations

- 7.1 Required Approvals and Conditions**
- 7.2 Consents**
- 7.3 Performance by Seller**
- 7.4 Adverse Changes**
- 7.5 Instruments of Transfer**
- 7.6 Forms of Documents**
- 7.7 Litigation**
- 7.8 Opinion of Counsel for Seller**

8. Conditions of Seller's Obligations

- 8.1 Required Approvals and Conditions**
- 8.2 Performance of Buyer**
- 8.3 Litigation**

9. Miscellaneous Provisions

- 9.1 Additional Documentation**
- 9.2 No Brokers**
- 9.3 Personnel Matters**
- 9.4 Continued Cooperation**
- 9.5 Transition Services; Advisory Board**
- 9.6 Notices**
- 9.7 Binding Effect; Assignment**
- 9.8 Governing Law**
- 9.9 Headings**
- 9.10 Counterparts**
- 9.11 Termination**
- 9.12 Entire Agreement**
- 9.13. Specific Performance**
- 9.14 Generating Facility**
- 9.15 Severability**
- 9.16 Survival Clause**

LIST OF SCHEDULES

- 1.1.1 - List of Water and Wastewater System Properties**
- 1.1.2 - Maps of the Water and Wastewater Systems**
- 1.1.3 - Description of Water and Wastewater Systems**
- 3.2 - Exceptions (if any) to Good Title**
- 3.4 - Charters, Franchises, Rights**
- 3.8 - Compliance with all State, Federal, and Local Laws and Regulations**
- 3.9a - Contracts to Which Seller is a Party and that Buyer Will Assume**
- 3.9b – Exceptions to Contracts to Which Seller is a Party and that Buyer Will Not Assume**
- 3.10 – Governmental Approvals**
- 3.11 – Environmental Compliance**
- 3.14 - Wastewater System and all Wastewater System Assets Order and Repair**
- 4.1a – Guidelines for Revised User Fees and Tariffs**
- 4.1b – Final User Fees and Tariffs**
- 4.1c – Final Terms and Conditions**
- 4.7 – Rate Stabilization Fund**
- 6.1 – Contracts to be Assumed by Buyer**
- 7.5 - Instruments of Transfer and Conveyance**
- 7.8 - Opinion of Counsel for the City of Ansonia**
- 8.1 - Ordinance Regarding the Ansonia Water Pollution Control Authority**
- 8.3 – Personnel Matters**

**Asset Purchase Agreement
For the Wastewater System of the
City of Ansonia, Connecticut**

This Asset Purchase Agreement ("Agreement") is dated the 21st day of June, 2024 ("Effective Date"), by and between the City of Ansonia, Connecticut, a municipal corporation organized and operating under the laws of the State of Connecticut, having an address of 253 Main St, Ansonia, CT 06401 ("Ansonia" or "Seller") and Aquarion Water Company of Connecticut, a Connecticut public service company, having an address of 835 Main Street, Bridgeport, CT 06604 ("Aquarion" or "Buyer").

RECITALS

Whereas, the Seller owns the public wastewater system in the City of Ansonia (the "Wastewater System") and desires to sell to Buyer the Wastewater System in "as is" condition, in accordance with all applicable laws and regulations and the provisions contained in this Agreement; and

Whereas, the Buyer desires to purchase from Seller the Wastewater System, including, without limitation, plant and equipment, supplies and inventories, contracts and contract rights, franchise rights, easement rights, and real property rights, as described in this Agreement; and

Whereas, the Seller desires to provide for professional management of the Wastewater System and rate affordability for the users of the Wastewater System.

Whereas, the Buyer and Seller desire for continued employment for all employees responsible for operation of the Wastewater System.

Now therefore, the Seller and the Buyer agree as follows:

1) AGREEMENT TO SELL AND PURCHASE WATER AND WASTEWATER SYSTEM ASSETS

1.1 Purchase and Sale of Assets. Subject to the provisions of this Agreement, Seller hereby agrees to sell and convey to Buyer, and Buyer hereby agrees to purchase and acquire from Seller, all of the Seller's right, title and interest in and to all of the assets used as part of, in connection with, and otherwise relating to the Wastewater System (the "Wastewater System Assets" or the "Assets"). The Wastewater System Assets that are the subject of this transaction shall include, without limitation, the following:

- a) pursuant to easements, including any assignments of easements (collectively, the "Instruments of Property Conveyance"), marketable title to the real property or Seller's interest therein ("Real Property Rights"), free and clear of any liens and encumbrances of any sort except as set forth in the instruments of transfer and conveyance attached hereto as Schedule 7.5 or shown on Schedule 3.2, together with the improvements and appurtenances located on such real property, as set forth on Schedule 1.1;

- b) all assets of the Seller pertaining to the Wastewater Systems including, without limitation, the complete operating Wastewater Systems shown on the maps as Schedule 1.1.2 and described in Schedule 1.1.3, and any and all franchise rights and exclusive service area grants and/or agreements currently held by the Seller; and
- c) all documents, reports, maps and customer records pertaining to the Wastewater Systems, including but not limited to, all engineering, laboratory, and operating reports, customer service records, historical meter reading data, property maps, sewer collection maps, wastewater system specifications and tap and service cards.

The Assets do not include any of the Excluded Assets as described in Section 1.2.

1.2 Excluded Assets. Seller shall not transfer to Buyer, and Buyer is not purchasing and shall not acquire, any right, title or interest in or to any assets of Seller other than the Wastewater System Assets (the "Excluded Assets"). The following are the only Excluded Assets that are not being transferred to Buyer:

- a) insurance policies maintained by the Seller;
- b) Ansonia storm water collection and drainage assets;
- c) any amounts due Seller from its customers for prior wastewater services, currently imposed assessments, and liens imposed by Seller upon property owners;
- d) Freightliner Vactor Sewer Truck (VIN: 1FVAG3CY4EHFU5332); and
- e) photovoltaic solar generating facility ("Generating Facility") at 1 N. Division Street.

1.3 No Liabilities to be Assumed. Without limiting the foregoing, it is expressly understood that Buyer will purchase only the Assets including, without limitation, the real property and real property rights associated with the Wastewater Systems that are owned by Seller and included on Schedule 1.1.1; the Assets relating to operation of the Wastewater Systems located in the City of Ansonia as presented on the Wastewater System maps included in Schedule 1.1.2 and described in Schedule 1.1.3; and all materials, supplies, prepayments, and customer deposits, if any, relating to the Wastewater Systems, and such purchase shall not include any assumption of any debt, liability, obligation, agreement, contract, account payable, outstanding debt, taxes incurred or accrued, incurred or accrued interest, tax collections payable or deferred credits, or any liability, under local, state or federal laws, of the Seller or otherwise relating to the Assets or their respective operation, except for the assumption of and/or agreement to abide by or perform any obligation or approvals granted by Seller prior to the closing date and pertaining to connections to or extensions of the Wastewater Systems. Except as provided above in this Section 1.3: (i) Seller shall retain all liability for, and shall indemnify and defend Buyer against any liabilities and obligations of the Seller; (ii) Buyer shall not be responsible for any liabilities or obligations of the Seller including, without limitation, related in any way whatsoever to the Assets, whether fixed or contingent, known or unknown, liquidated or unliquidated, arising now or in the future; and (iii) Buyer does not assume, and no transferee liability shall attach to Buyer with respect to, any liabilities or obligations of Seller or related in any way to the Assets or actions of Seller including, without limitation, liabilities arising in connection with the operation of the

Assets (including, without limitation, the Wastewater Systems) and the activities of Seller prior to the Closing Date. The elimination of any risk of such transferee liability attaching to Buyer is a primary inducement to Buyer's entering into this transaction, in that Buyer would not have entered into this transaction under circumstances where any such transferee liability would or might attach to Buyer, except as provided above in this Section 1.3. The entire negotiations of the parties hereto with respect to this transaction, including the Purchase Price in Section 2.1, were based upon the assumption and agreement that Buyer would not succeed to any liability or obligation of Seller including, without limitation, those related in any way to the Wastewater Systems or the Assets, except as provided above in this Section 1.3.

1.4 Instruments of Transfer. Within thirty (30) days following the date of execution of this Agreement, Seller shall provide Buyer proper legal descriptions and copies of any available surveys for the real property and the easement interests therein being transferred pursuant to this Agreement. Within sixty (60) days following receipt of such descriptions, Buyer shall provide Seller with a list of title defects, liens or encumbrances that are objectionable to Buyer in its sole discretion. If Seller cannot remove such defects, liens or encumbrances to the satisfaction of the Buyer within thirty (30) days following such notice, Buyer shall have the right to terminate this Agreement with no further obligations hereunder. Upon termination, the Option Payment (as defined in Section 2.2 hereof), shall be immediately released to Buyer. Once accepted by Buyer, such legal descriptions and copies of available surveys shall be attached as updated Schedule 1.1.1. On the Closing Date, Seller will transfer and deliver to Buyer all of the Assets, and Seller will deliver to Buyer all such assignments and instruments of conveyance and transfer, including, without limitation, the Instruments of Property Conveyance, as shall be necessary to transfer to and vest in Buyer good and marketable title in and to all of the Assets free and clear of all liens and encumbrances other than those liens and encumbrances described in the legal descriptions provided by Seller pursuant to this paragraph, which shall be set forth in the updated Schedule 1.1.1 after Buyer has agreed to accept the Assets subject to such liens and encumbrances. Seller shall be responsible to record, at Seller's sole cost and expense, the Instruments of Property Conveyance, together with any maps, surveys or other documents required to be recorded in connection with the same. On the Closing Date, Seller will deliver such title affidavits and other information as may be required by Buyer's title company in order to permit Buyer to obtain title insurance for the Real Property Rights, at usual rates. At the request of Buyer after the Closing Date, and no later than one (1) year after the Closing Date, Seller, or its successor in interest, will execute and deliver any such further instruments of conveyance and transfer or confirmation thereof, including with limitation, customary title affidavits required by title insurance companies, and will take such other action as may be reasonably requested by Buyer in order to make effective and to assure the transfer of Assets and vesting of title as provided for by this Agreement.

1.5 Closing Date. Buyer and Seller agree that the closing date of the transaction shall be the later of, (i) thirty (30) days after satisfaction of the conditions set forth in Sections 7 and 8 hereof, and (ii) December 2, 2024 ("Closing Date"); provided, that in no event shall the Closing Date occur later than May 30, 2025 ("Outside Closing Date"). Buyer and Seller shall mutually agree upon the location of the closing. If the actual date for completing the transaction is rescheduled or postponed from the initially agreed date, the Closing Date as used in this Agreement shall be interpreted to mean the date on which this transaction is completed.

2) PURCHASE PRICE AND MANNER OF PAYMENT

2.1 Purchase Price. Subject to the other provisions of this Agreement, Buyer shall pay Seller Forty-One Million and 00/100 Dollars (\$41,000,000.00) (the "Purchase Price") for the Wastewater System Assets. At the Closing Date, any customary adjustments will be made with respect to the sale and transfer of the Water and Wastewater System Assets.

2.2 Purchase Option. Upon execution of the Agreement, Seller grants to Buyer the exclusive option ("Purchase Option") to purchase the Wastewater System Assets for a consideration of Five Million and 00/100 Dollars (\$5,000,000) ("Option Payment").

This Agreement may be terminated by Buyer or Seller pursuant to the provisions of Section 9.11 hereof. Upon termination, the Purchase Option shall be void and of no further force or effect. In the event this Agreement is terminated pursuant to the provisions of Section 9.11 (a), (b), (c), (d), (e), (f), (h), or (i) hereof, the Option Payment shall be returned to Buyer no later than thirty (30) days from the date of termination.

The consideration for the Purchase Option shall be paid by Buyer via wire transfer of immediately available funds to an account identified by Seller or Seller's counsel within 10 business days of the Effective Date and shall be deducted from the Purchase Price.

2.3 Manner of Payment. The Purchase Price shall be paid by Buyer on the Closing Date via wire transfer of immediately available funds to an account identified by Seller or Seller's counsel, with such identification made at least ten (10) business days prior to the Closing Date.

3) REPRESENTATIONS AND WARRANTIES OF SELLER

Seller does hereby represent and warrant to Buyer that the following are true now and will be true as of the Closing Date:

3.1 Organization and Authorization. Seller is a municipal corporation duly organized under the laws of the State of Connecticut. Seller owns or has rights to all of the Assets, has the power and authority to execute, deliver and perform the terms and provisions of the Agreement and is not under any receivership, impediment, or prohibition imposed by any court, regulatory commission, board, administrative body, arbitration board or tribunal or other federal, state or municipal government instrumentality that would render Seller unable to enter into or carry out any provision of this Agreement. Seller, with the approval of the City of Ansonia's legislative body and having held a hearing in accordance with Connecticut General Statutes ("C.G.S.") §7-163e, has the full right and authority to enter into this Agreement and to consummate the transactions intended in this Agreement.

3.2 Title to Wastewater System Assets. Seller has good and marketable title to all of the Wastewater System Assets, and except as shown on Schedule 3.2, or Schedule 7.5, such Assets are or will be on the Closing Date free and clear of all mortgages, liens, pledges, security interests, restrictions on transfer, claims or encumbrances of any nature whatsoever (collectively "Liens"). Seller has not used any other assets or property interests in its conduct and operation of the Wastewater System. Seller has the right to discharge wastewater in the manner it is now using, and such rights, upon approval of the transaction contemplated by this Agreement by (i) the Seller and its boards and commissions as set forth in Section 7.1 (collectively the "Ansonia Approvals"), (ii) Connecticut Department of Energy and Environment ("CTDEEP"), are transferrable to Buyer.

3.3 Judgments or Litigation. There are no outstanding judgments against Seller that would in any manner affect the consummation of this transaction or constitute any cloud or lien on the title for these Assets. There is/are no pending litigation, proceedings, or investigations, or any threats of same known to the Seller, which might result in a cloud or lien upon the title of the aforementioned Assets or any material change in the value of the Assets.

3.4 Location, Use of Assets and Charters. The location and present use of the Assets conforms to all zoning, building, building line and similar restrictions, or Seller has obtained the necessary variances or the same are legally non-conforming under the appropriate law and regulations. The Assets are located in the City of Ansonia, Connecticut. The Wastewater System maps attached as Schedule 1.1.2 are accurate. In addition, the Seller is the legal holder of all charters, franchises, rights and similar grants necessary to legally operate the Wastewater System and said charters, rights and grants are listed in Schedule 3.4 attached hereto and are assignable and transferrable to the Buyer.

3.5 Charters and Resolutions. As of the Closing Date, copies of the resolutions effecting the Ansonia Approvals will be delivered to Buyer, and such copies will have been certified by Seller's Town Clerk, will be true and complete copies, and the Ansonia Approvals will be in full force and effect as of the Closing Date.

3.6 Absence of Defaults. The execution and delivery of this Agreement does not:

- a) violate any provision of the charters, bylaws, ordinances and organizational documents of Seller;
- b) violate, conflict with or result in the breach or termination of, or constitute a default under the terms of, any agreement or instrument to which Seller is a party or by which it or any of the Assets may be bound;
- c) result in the creation of any lien, charge or encumbrance upon the Assets including, without limitation, pursuant to the terms of any such agreement or instrument listed in (b) above;
- d) violate any judgment, order, injunction, decree, award, rule or regulation against, or binding upon, Seller or upon Assets; or
- e) constitute a violation by Seller of any law or regulation of any jurisdiction as such law or regulation relates to Seller.

Except for approval of this Agreement and the transactions herein by the Ansonia Approvals, Seller has obtained all consents, releases or waivers from governmental authorities and third parties that may be necessary for the execution of this Agreement and the consummation of the transactions contemplated herein.

3.7 No Warranties. Seller represents that the Wastewater Systems are being sold "as is" and Seller has not made, is not making and will not make any statements, representation or

warranty, express or implied, regarding the condition of the Wastewater Systems except as otherwise indicated in this Agreement.

3.8 Wastewater Systems Compliance. Except as disclosed to Buyer in Schedule 3.8, as of the Closing Date, to the best of Seller's actual knowledge, the Wastewater Systems and the Seller's operation thereof are in compliance with all State, Federal, and local laws and regulations and there have been no environmental violations, impending violations, or threat of violations of a continuing nature that have not been addressed by Seller.

3.9 Contracts.

(a) All agreements, contracts, instruments, leases, commitments, understandings, orders and warranties in connection with the Wastewater Systems (each, a "Contract," and collectively, the "Contracts"), which have not been terminated and to which Seller is a party as of the date of this Agreement, are set forth on Schedule 3.9(a).

(b) Except as set forth on Schedule 3.9(b):

(i) each Contract is a valid and binding agreement of the Seller, enforceable against the Seller in accordance with its terms, and the Seller does not have any knowledge that any Contract is not a valid and binding agreement of the other parties thereto;

(ii) the Seller has fulfilled all material obligations required pursuant to the Contracts to have been performed by the Seller on its part prior to the date hereof, and the Seller has no reason to believe that it will not be able to fulfill, when due, all of its obligations under the Contracts which remain to be performed after the date hereof;

(iii) the Seller is not in breach of or default under any Contract, and no event has occurred which with the passage of time or giving of notice or both would constitute such a default, result in a loss of rights or result in the creation of any lien, charge or encumbrance, thereunder or pursuant thereto; and

(iv) to the best knowledge of the Seller, there is no existing breach or default by any other party to any Contract, and no event has occurred which with the passage of time or giving of notice or both would constitute a default by such other party, result in a loss of rights or result in the creation of any lien, charge or encumbrance thereunder or pursuant thereto.

(c) Except as set forth on Schedule 3.9(b), the continuation, validity and effectiveness of each Contract will not be affected by the transfer thereof to Buyer under this Agreement and all such Contracts are assignable to Buyer without consent.

3.10 All Necessary Approvals, Authority and Permits. Schedule 3.10 contains all governmental approvals, all grants or delegations of authority (including, without limitation, franchises and assignments thereof) and all permits that are legally required in order for the Seller and/or the Buyer to operate the Wastewater System in the City of Ansonia, including, without

limitation, the right to maintain and locate the Wastewater Systems in their current locations (e.g., on or within all public lands and rights of way) or otherwise within the City of Ansonia.

3.11 Environmental Compliance.

Definitions:

“Environment” means soil, surface waters, ground waters, land, stream sediments, flora, fauna, surface or subsurface strata and ambient air.

“Environmental Claims” means all notices of investigations, warnings, notice letters, notices of violations, liens, orders, claims, demands, suits or administrative or judicial actions for any injunctive relief, fines, penalties, third party claims, or other claims asserting violations of Environmental Requirements or responsibility for Environmental Liabilities.

“Environmental Conditions” means the release of Hazardous Materials or the presence of Hazardous Materials on, in, under or within any property (including the presence in the Environment), other than the presence of Hazardous Materials in locations and at concentrations that are naturally occurring.

“Environmental Liabilities” means any legal obligation or liability arising under Environmental Requirements or related to or arising out of any Environmental Condition, including those consisting of or relating to any (a) duty imposed by, breach of or noncompliance with any Environmental Requirements; (b) environmental, health or safety matters or conditions (including on-site or off-site contamination, occupational safety and health and regulation of Hazardous Materials); (c) remedial action undertaken by any person or entity; (d) bodily injury (including illness, disability and death, and regardless of when any such bodily injury occurred, was incurred or manifested itself), property damage (including trespass, nuisance, wrongful eviction and deprivation of the use of real or personal property), or other losses or damages incurred by any other person or entity (including any employee or former employee of such person or entity); (e) any injury to, destruction of, or loss of natural resources, or costs of any natural resource damage assessments; (f) exposure of any person or entity to any Hazardous Materials; and (g) the presence or release of any Hazardous Materials.

“Environmental Requirements” mean all present laws (including common law), regulations, legally binding or otherwise enforceable requirements and authorizations and permits relating to human health, pollution, or protection of the Environment (including ambient air, surface water, ground water, land surface or surface strata), including (i) those relating to emissions, discharges, releases, or threatened releases of Hazardous Materials, and (ii) those relating to the identification, generation, manufacture, processing, distribution, use, treatment, storage, disposal, release, recovery, transport or other handling of Hazardous Materials. Without limiting the foregoing, the term “Environmental Requirements” includes (1) CERCLA; the Superfund Amendments and Reauthorization Act, Public Law 99-499, 100 Stat. 1613; the Emergency Planning and Community Right to Know Act, 42 U.S.C. Sections 11001-11050; the Resource Conservation and Recovery Act, 42 U.S.C. Sections 6901-6992k (“RCRA”); the Safe Drinking Water Act, 42 U.S.C. Sections 300f to 300j-26; the Toxic Substances Control Act, 15 U.S.C. Sections 2601-2692; the Hazardous Materials Transportation Act, 49 U.S.C. Sections 5101-5127; the Federal Water Pollution Control Act, 33 U.S.C. Sections 1251-1387; the Oil

Pollution Act of 1990, 33 U.S.C. Sections 2701--2761; the Clean Air Act, 42 U.S.C. Sections 7401-7671q; the Atomic Energy Act of 1954, as amended, 42 U.S.C. Sections 2011 et seq.; the Low Level Radioactive Waste Policy Act, as amended, 42 U.S.C. Section 2021b et seq.; the Occupational Safety and Health Act, 29 U.S.C. Sections 651-678, and the regulations promulgated pursuant to the above-listed federal statutes, and (2) counterpart laws and regulations promulgated or issued by any state or local Governmental Authority, specifically including the Connecticut Transfer Act (C.G.S. Section 22a-134 et seq.).

"Hazardous Materials" means any solid, liquid, gas, odor, heat, sound, vibration, radiation or other substance or emission which is a contaminant, pollutant, dangerous substance, toxic substance, hazardous waste, residual waste, solid waste, hazardous material or hazardous substance which is or becomes regulated by applicable Environmental Requirements or which is classified as hazardous or toxic under applicable Environmental Requirements (including gasoline, diesel fuel or other petroleum hydrocarbons, polychlorinated biphenyls, asbestos and urea formaldehyde foam insulation).

"Material Adverse Effect" means a material adverse effect on the business, financial condition or results of operations of the Wastewater System or the Wastewater System Assets, except that no effect arising out of or in connection with or resulting from any of the following is deemed, either alone or in combination, to constitute or contribute to a Material Adverse Effect: (i) general economic conditions or changes in those conditions; (ii) financial, banking, currency or capital markets fluctuations or conditions (either in the United States or any international market and including changes in interest rates); (iii) conditions affecting the real estate, financial services, construction, water utility or sewer utility industries generally; (iv) any existing event, circumstance, condition or occurrence of which the Buyer has actual knowledge as of the Effective Date; (v) any action, omission, change, effect, circumstance or condition contemplated by this Agreement or attributable to the execution, performance or announcement of this Agreement or the transactions contemplated hereby; and (vi) negligence, intentional misconduct or bad faith of the Buyer or its representatives.

Except as set forth on Schedule 3.11 or that otherwise could not be expected to have a Material Adverse Effect:

(a) The Wastewater System and the Wastewater System Assets as currently operated by the Seller and all operations and activities conducted by the Seller with respect to the Wastewater System and the Wastewater System Assets are in compliance in all material respects with all applicable Environmental Requirements, including any approvals, authority and permits listed in Schedule 3.10.

(b) To the Seller's knowledge, the Seller has generated, used, handled, treated, stored and disposed of all Hazardous Materials in (i) compliance in all material respects with all applicable Environmental Requirements and (ii) a manner that has not given, and could not reasonably be anticipated to give, rise to Environmental Liabilities.

(c) The Seller is not aware of any Material Adverse Effects arising from the Seller's generation, use, handling, treatment, storage or disposal of all Hazardous Materials.

(d) Except as has been disclosed to the Buyer on Schedule 3.11, the Seller has not

received notice of any Environmental Claims related to the Wastewater System or the Wastewater System Assets that have not been fully and finally resolved, and no claims of Environmental Liabilities have been threatened allegedly arising from or relating to the Wastewater System or the Wastewater System Assets that have not been fully and finally resolved.

(e) Except as has been disclosed to the Buyer on Schedule 3.11, To the Seller's knowledge, Hazardous Materials are not present at or on the Wastewater System or the Wastewater System Assets, there has been no release of Hazardous Materials at, on or from any part of the Wastewater System or the Wastewater System Assets, in each case in a manner that violates any Environmental Requirements or has resulted in, or could reasonably be anticipated to give rise to Environmental Liabilities.

(f) No Lien or activity use limitation or institutional control has been recorded affecting any Wastewater System Assets by any Governmental Authority due to either the presence of any Hazardous Material on or off the Wastewater System Assets or a violation of any Environmental Requirement except as has been disclosed by the Seller to the Buyer.

(g) Except as has been disclosed to the Buyer on Schedule 3.11, the Seller is not aware of any underground storage tanks on or at any of the Wastewater System Assets. Any underground storage tanks previously located at the Wastewater System Assets have been removed or otherwise closed, plugged and abandoned in compliance with applicable Environmental Requirements in effect at the time of such closure.

(h) Except as disclosed to the Buyer on Schedule 3.11, no PCB Equipment, as defined in 40 C.F.R. Part 761, is on or at any of the Wastewater System Assets. Any PCB Equipment that previously existed at the Wastewater System Assets has been flushed of polychlorinated byphenyls or has been removed and properly disposed of, in compliance with applicable Environmental Requirements, and any remaining PCB Equipment is labeled to the extent required under applicable Environmental Requirements and being managed in compliance with applicable Environmental Requirements.

(i) Except as has been disclosed to the Buyer on Schedule 3.11, there is no asbestos containing material, as defined by 40 C.F.R. § 61.141, in or on the Wastewater System Assets.

(j) The Seller has delivered to the Buyer (1) all material environmental site assessments pertaining to the System of which the Seller is aware, (2) all material compliance audits or compliance assurance reviews prepared within the previous five (5) years relating to compliance with Environmental Requirements by the Wastewater System, and (3) all documents pertaining to, any known and unresolved Environmental Liabilities incurred in relation to the Wastewater System, to the extent possessed by or under the reasonable control of the Seller.

3.12 Customer Laterals. The Seller does not own and will not transfer to the Buyer any of the connecting facilities originating from the Seller's main and extending to the customer's property line when the facilities are located within a public right-of-way or the edge of an easement where the collection facilities are located within private property to and throughout

the customer's property (the "Customer Laterals"). Such Customer Laterals are owned by each customer and are considered such customer's property for which such customer is solely responsible for all maintenance, repair and replacement.

3.13 Real Property Rights. With respect to the Wastewater Systems, all wastewater treatment facilities, pump stations and storage facilities and all other Assets are located on properties that are owned by Seller in fee simple, within the public rights-of-way, or over which Seller has valid easement rights. All wastewater collection sewers and service laterals up to the customer property line are located on real estate owned by the Seller in fee simple, within the public rights-of-way, or within appropriate easements of record in favor of Seller. The Real Property Rights are the only property rights required by Buyer for the full and complete operation of the Wastewater Systems.

3.14 Wastewater System. Except as disclosed on Schedule 3.14, the Wastewater System and all Wastewater System Assets are in good repair and working order. Seller knows of no capital improvements to, or deferred maintenance of, the Wastewater System that will need to be performed in the twelve (12) month period following the Closing Date.

4) COVENANTS OF SELLER

Seller does hereby covenant with Buyer as follows:

4.1 User Fees or Tariffs. Prior to the Closing Date, Seller agrees to modify the customer terms and conditions and customer user fees and tariffs for the Wastewater System, consistent with the parameters set forth on Schedule 4.1a. Within thirty (30) days of the Effective Date, Buyer shall deliver to Seller, (a) proposed user fees and tariffs, and (b) proposed terms and conditions for the delivery of wastewater service for all customers and customer classes ("Updated Rates and Terms"). The Updated Rates and Terms shall be subject to the mutual agreement by Seller and Buyer. Upon finalization of the Updated Rates and Terms, Schedule 4.1b and Schedule 4.1c shall be completed with such information. The Updated Rates and Terms shall be effective no later than the Closing Date. Any subsequent modifications to user fees or tariffs and terms and conditions following the closing date will be subject to review and approval by CT PURA pursuant to C.G.S. §§ 16-11 and 16-19.

4.2 Continued Cooperation. Seller and its agents shall, at their sole expense, reasonably cooperate with Buyer before, on and after the Closing Date to effectuate the transactions in this Agreement and as necessary for the successful implementation of the Agreement to enable Buyer to operate the ongoing Wastewater Systems. Seller, via the Mayor or their designee, shall serve as a non-binding advisor to the Buyer. Seller, via its Board of Alderman, will serve as the binding authority to issue orders to end users to connect to the Wastewater System.

4.3 Accounts Receivable and Final Billing. Accounts Receivable of the Seller will be the responsibility of the Seller. Any amounts collected by Buyer will be credited to current or future amounts owing from customers to Buyer. In no event shall Buyer be required to remit any amounts received from customers to Seller. At closing, Seller will provide Buyer at the Seller's expense with a final read of all water meters used for wastewater billing purposes, completed within 48 hours of closing.

4.4 Customer List. Seller shall have provided Buyer with the latest update of last known names, addresses, phone numbers, and email addresses of all wastewater service customers connected to the Wastewater Systems within five (5) business days of the Effective Date and provide subsequent updates 30 days prior to closing and on the Closing Date.

4.5 Access to the Wastewater Systems. Buyer shall have reasonable access to the Wastewater Systems from the date of this Agreement until the Closing Date for purposes including but not limited to the examination of customer accounts, ordinances, deeds, contracts, maps and plans, inspections and test of plant and equipment; and surveys of the real property listed in Schedule 1.1.1 and easements. Buyer agrees to indemnify and hold Seller harmless from any and all claims, demands, suits, actions, damages, liabilities or expenses in respect to or arising from Buyer's negligence in accessing the Wastewater Systems during this period. Buyer's rights under this Section shall be exercised during normal business hours, and shall not interfere with Seller's continuing operation of the Wastewater Systems. Seller shall cooperate with Buyer with respect to such access to ensure a smooth transition in ownership of the Wastewater Systems.

4.6 Municipal Property Tax Exemption. Seller agrees to obtain a ten (10) year municipal tax exemption for Buyer pursuant to the provisions of the Connecticut City and Town Development Act, chapter 114 of the C.G.S. (§§ 7-480 to 7-503) that will result in combined real and personal taxes payable by Buyer of \$0.00 on the Wastewater system assets, starting with the first full tax year following the closing date. Notwithstanding any property tax exemption agreements, the Seller agrees to grant Buyer an exemption from municipal personal property tax for the Wastewater System pursuant to C.G.S. §12-81(51).

4.7 Rate Stabilization Fund. On the Closing Date, Seller shall establish a rate stabilization fund in the amount of Seven Million and 00/100 dollars (\$7,000,000.00) ("Rate Stabilization Fund"). The Rate Stabilization Fund will be maintained in an escrow account segregated from Seller's other funds. Buyer shall access the Rate Stabilization Fund with a monthly draw in accordance with Schedule 4.7. All funds from the Rate Stabilization Fund received by the Buyer will be returned to customers in the form of monthly bill credits. The Parties agree that payments in accordance with Schedule 4.7 may be modified by mutual agreement with the goal to minimize the impact of any future user fee increases, provided, that (a) the total payments from the Rate Stabilization Fund does not exceed Seven Million and 00/100 dollars (\$7,000,000.00), and (b) the Rate Stabilization Fund is extinguished at the end of the tenth (10th) year following the Closing Date ("Fund Termination Date"). If, as of the Fund Termination Date, the total payments to Buyer from the Rate Stabilization Fund are less than \$7,000,000, the difference will be remitted by Seller to Buyer who will in turn issue the balance to the customers as bill credits in the eleventh (11th) year following the Closing Date.

4.8 Continued Truth of Representations and Warranties of the Seller. The Seller will not take any actions which would result in any of the representations or warranties set forth in Section 3 hereof being untrue.

4.9 Continuing Obligation to Inform. From time to time prior to the Closing Date, the Seller will deliver or cause to be delivered to the Buyer supplemental information concerning events subsequent to the date hereof which would render any statement, representation or

warranty in this Agreement or any information contained in any Schedule inaccurate or incomplete in any material respect.

4.10 Satisfaction of Conditions. The Seller will use best efforts to obtain the satisfaction of the conditions specified in this Agreement.

4.11 Compliance with Laws. The Seller will comply with all laws and regulations which are applicable to it, its ownership of the Wastewater System or to the conduct of its management thereof and will perform and comply with all contracts, commitments and obligations by which it is bound.

4.12 Continued Operation. From the Effective Date through the Closing Date, Seller shall continue to maintain and operate the Wastewater System and Wastewater System Assets consistent with past practices and industry standards.

4.13 Permit Transfer. Seller shall make application for the transfer of all wastewater system permits to CTDEEP 30 days prior to the Closing Date, including, without limitation, the National Pollution Discharge Elimination System Permit CT0100013 ("NPDES Permit"). Buyer and Seller shall reasonably cooperate with one another to obtain CTDEEP acceptance of the application for the transfer of the NPDES Permit from Seller to Buyer ("CTDEEP Application Acceptance"). Notwithstanding the foregoing, Seller shall be responsible, at its sole cost and expense, for the satisfaction of (and hereby covenants to satisfy), any and all conditions required by CTDEEP to obtain the CTDEEP Application Acceptance and CTDEEP final approval of the NPDES permit transfer (which will occur post close), whether such conditions are related to the NPDES Permit or otherwise.

4.14 Consent Order. Seller shall use its best efforts to have CTDEEP modify that certain Proposed Consent Order No. COWRSW24001 (the "Consent Order"), so that the Seller's obligations with respect to the Wastewater System are separate and distinct from Seller's other obligations thereunder (the "Consent Order Modification"). From the date hereof through the Closing Date, Seller shall deliver to Buyer any and all correspondence, information, and materials related to the Consent Order, Seller's actions with respect thereto, and the Consent Order Modification.

4.15 Secondary Clarifier Repair. Seller shall repair all secondary clarifiers in the Wastewater System to the reasonable satisfaction of Buyer no later than October 1, 2024.

4.16 Customer Billing. Within sixty (60) days of the Effective Date, Buyer and Seller shall agree to a final billing plan ("Final Billing Plan") for the Seller to invoice the users of the Wastewater System ("Customers"), for wastewater service through the anticipated Closing Date (the "Planned Closing Date"). The Final Billing Plan shall be designed to minimize the possibility that any Customers will be overcharged by the Seller. The Buyer's agreement to the Final Billing Plan shall in no way obligate the Buyer to collect or remit to any party (including Seller or any Customers), any underpayments or overpayments billed or collected by Seller for periods prior to the Closing Date.

In the event that the Closing Date occurs prior to the Planned Closing Date, Buyer shall receive a credit at Closing for the amount of the invoiced fees covering the period from the Closing Date to

the Planned Closing Date. In the event that the Closing Date occurs after the Planned Closing Date, the Seller shall continue to bill its Customers for any period from the Planned Closing Date through the Closing Date and at Closing the parties shall equitably adjust for amounts collected by Seller that cover periods of Buyer's ownership of the Wastewater System.

4.17 Contracts. No later than thirty (30) days following the Effective Date, Sellers shall deliver to buyer true, correct and complete copies of all Contracts. Seller agrees that Buyer shall not be required to assume any Contract in which Seller or the other contracting party is in default, contains terms that are not commercially reasonable or consistent with the market, obligates Buyer to expend funds for deferred items, or are otherwise unacceptable to Buyer in its sole discretion (each, a "Rejected Contract"). If Buyer notifies Seller that any Contract will be a Rejected Contract, Seller shall at its sole cost and expense terminate such Rejected Contract prior to the Closing Date.

4.18 Indemnification. Seller hereby agrees that upon and after closing Seller shall indemnify, defend and hold Buyer harmless against, and reimburse the same on demand for, any damage, fine, loss, liability, cost or expense (including reasonable attorney's fees incurred in defending any claim for such damage, loss, fine, liability, cost or expense) incurred by Buyer resulting from: (i) any liability or obligation of Seller not expressly assumed in writing herein by Buyer; (ii) any breach of the representations, warranties, covenants, agreements and/or obligations of Seller in this Agreement or any document or agreement delivered pursuant to this Agreement; (iii) any claim (whether or not disclosed herein) that is brought or asserted by any person or entity including, without limitation, third parties, against Buyer arising out of the ownership, licensing, operation or conduct of the Wastewater Systems or the Assets or the conduct of any of Seller's employees, agents or independent contractors, relating to all periods of time prior to closing. The indemnification, defense and hold harmless provisions of the preceding sentence shall not be terminated or otherwise affected by any transfer or sale by Buyer of the Water and Wastewater Systems or the Assets purchased hereunder or any parts thereof and no consent by Seller shall be required for the same. Seller's obligations to indemnify, defend and hold harmless Buyer pursuant to this Section 4.18 shall survive the closing of the transactions contemplated herein and shall not expire.

5) REPRESENTATIONS AND WARRANTIES OF BUYER

5.1 Organization and Authorization. Buyer is a public service company as defined in Section 16-1 of the C.G.S. and is a corporation duly organized, validly existing, and in good standing under the laws of the State of Connecticut. Except for approval by the Board of Directors of Aquarion, the execution and delivery of this Agreement by Buyer has been duly and validly authorized by all requisite action on the part of Buyer. This Agreement has been duly executed and delivered by Buyer and constitutes a valid and legally binding obligation of Buyer, enforceable in accordance with its terms.

5.2 Absence of Defaults. The execution and delivery of this Agreement does not:

- a) violate any provision of the Certificate of Incorporation or Bylaws of Buyer;

b) violate, conflict with or result in the breach or termination of, or constitute a default under the terms of, any agreement of instrument to which Buyer is a party;

c) violate any judgment, order, injunction, decree, award, rule or regulation against, or binding upon, Buyer; or

d) constitute a violation by Buyer of any law or regulation of any jurisdiction as such law or regulation relates to Buyer.

5.3 No Warranties. Buyer represents that Buyer is purchasing the Wastewater Systems “as is” as represented by the Seller in Section 3.8 of this Agreement and except as otherwise indicated in this Agreement.

5.4 Indemnification. Buyer represents that Buyer will indemnify and hold harmless Seller from and against any and all claims, demands, suits, actions, damages, liabilities, or expenses in respect to or arising out of operation of the Wastewater System by the Buyer subsequent to the Closing Date (collectively, “Section 5.4 Liabilities”) except to the extent any Section 5.4 Liability shall result from the negligence or willful misconduct of the Seller or its officers, officials, employees, contractors and/or agents. In addition, Buyer hereby agrees that upon and after the Closing Date, Buyer shall indemnify, defend and hold Seller harmless against, and reimburse Seller on demand for, any damage, fine, loss, liability, cost or expense (including reasonable attorney’s fees incurred in defending any claim for such damage, loss, fine, liability, cost or expense) incurred by Seller resulting from: (i) any liability or obligation of Seller expressly assumed in writing herein by Buyer; and (ii) any breach of the representations, warranties, covenants, agreements and/or obligations of Buyer in this Agreement or any document or agreement delivered pursuant to this Agreement. The indemnification, defense and hold harmless provisions of the preceding sentence shall not be terminated or otherwise affected by any transfer or sale by Buyer of the Water and Wastewater Systems or the Assets purchased hereunder or any parts thereof and no consent by Seller shall be required for the same.

6) COVENANTS OF BUYER.

Buyer does hereby covenant with Seller as follows:

6.1 Assumption of Contracts. Buyer agrees to assume those certain outstanding contractual obligations of Seller arising on or after the Closing Date under the Existing Wastewater System Agreements, as set forth on Schedule 6.1. The continuation, validity and effectiveness of contractual obligations will not be affected by the transfer thereof to Buyer under this Agreement and all such contractual obligations are assignable to Buyer without consent.

6.2 User Rates. Buyer agrees not to file a base rate case with PURA to increase the wastewater rates in effect at the Closing Date for one (1) year after the schedule set forth in Schedule 4.1b; provided that no “exogenous event(s)” occur during such one-year period that could result in a material increase in the Wastewater System’s operating or capital costs. Whether “exogenous events” have occurred will be determined by Buyer, in its sole discretion, and may include, without limitation, changes in law that impose new duties, obligations or costs upon the Buyer; increases in tax rates and/or the imposition of new taxes upon the Buyer and/or the Wastewater System.

6.3 Ongoing Investment. Buyer agrees to invest no less than an aggregate of Fifteen Million and 00/100 Dollars (\$15,000,000.00) in the Wastewater System, Wastewater System Assets and/or the service or administration of the same over first five (5) year period following the Closing Date.

7) CONDITIONS OF BUYER'S OBLIGATIONS

The Buyer's obligations that are to be performed under this Agreement on or before the Closing Date, are subject to the conditions listed below, any of which may be waived by Buyer in its sole discretion:

7.1 Required Approvals and Conditions.

- a) The Ansonia Approvals shall have been received and shall be final and not subject to any appeal and/or beyond any applicable appeal period. All such approvals including, without limitation, the Ansonia Approvals and all other governmental approvals required and/or contemplated under this Agreement including, without limitation, applicable permits and those approvals listed herein below and any conditions attached thereto, are subject to acceptance by Buyer, in its sole and absolute discretion.
- b) Seller shall, in consultation with the Buyer, file a complete application for the transfer of all wastewater system permits and approvals prior to the Closing Date with CTDEEP or other agencies and support any other post-closing documentation required by CTDEEP to complete the permit transfer process
- c) The Consent Order shall be resolved in a manner reasonably acceptable to Buyer or, if not resolved, the status thereof, shall be reasonably acceptable to Buyer.
- d) Seller shall have continued to meet all statutory and regulatory requirements including but not limited to monitoring and reporting requirements of CTDEEP and shall continue to submit results to CTDEEP through the Closing Date or later as agreed to in writing due to final date of data collection by Seller personnel or contractor.
- e) Seller shall have provided Buyer with any and all production data, water quality data, wastewater effluent quality data, and compliance information collected from 2019 through 2024, which will be subject to reasonable acceptance by Buyer.
- f) Seller shall have fulfilled all pre-closing covenants and agreements set forth in this Agreement, including Section 4 hereof.
- g) Within five business days of receipt of the last of the relevant decisions, orders, approvals or other communications from the Ansonia Approvals, Buyer shall advise Seller in writing as to whether such decisions, orders, approvals or communications comply with the requirements of this Section 7.1, and if any of same do not comply with such requirements, whether or not Buyer intends to proceed with the transaction.

7.2 Consents. Seller shall have obtained the consents necessary or appropriate, in the reasonable opinion of Buyer's counsel, in order for Seller to effectuate the transactions contemplated by this Agreement.

7.3 Performance by Seller. All representations and warranties of Seller contained in this Agreement or in any document delivered by and on behalf of Seller to Buyer pursuant to this Agreement shall be true and correct in all material respects as of the Closing Date, except changes permitted or contemplated by this Agreement, and Seller shall have performed and complied with all agreements and conditions required by this Agreement to be performed or complied with prior to the Closing Date.

7.4 Adverse Changes. Since the date of this Agreement, there shall have been no material adverse change in the Assets or in the business, results of operations, or condition, financial or otherwise, of the Wastewater Systems.

7.5 Instruments of Transfer. All assignments and instruments of conveyance and transfer necessary, in the reasonable opinion of Buyer's counsel, to convey the Assets to be transferred shall have been duly executed by Seller in such form as to be effective under Connecticut law to convey to Buyer good and marketable title and the rights of Seller in and to the Assets. Said instruments of conveyance and transfer are more fully set forth on Schedule 7.5.

7.6 Form of Documents. All actions, proceedings, instruments and documents required to carry out this Agreement and all other related matters shall have been approved by Buyer and Seller.

7.7 Litigation. No suit, action, proceeding or governmental investigation shall be threatened, pending or reasonably believed by Buyer to be in prospect before or by any court or governmental agency related to the transactions contemplated by this Agreement ("Subject Litigation") or which, in the reasonable opinion of Buyer, render completion of the transfer contemplated economically impractical. Seller hereby agrees it shall indemnify, defend and hold Buyer harmless against, and reimburse the same on demand for, any damage, fine, loss, liability, cost or expense (including reasonable attorney's fees incurred in defending any claim for such damage, loss, fine, liability, cost or expense) incurred by Buyer resulting from any Subject Litigation. The foregoing shall not limit Seller's indemnification obligations set forth in Section 4.18 hereof.

7.8 Opinion of Counsel for Seller. Buyer has received an opinion, dated the Closing Date, satisfactory to it in form and substance from counsel for the Seller with respect to the matters set forth in Schedule 7.8 of this Agreement. In rendering such opinion, Seller's counsel shall be entitled to rely, as to matters of fact, on certificates of public officials and Seller.

8) CONDITIONS OF SELLER'S OBLIGATIONS

The Seller's obligations under this Agreement shall be subject to the following conditions:

8.1 Required Approvals and Conditions.

a) Buyer's Board of Directors. The transactions contemplated by this Agreement shall have been approved by the Board of Directors of the Buyer.

b) Planning and Zoning Commission Report. The transactions contemplated by this Agreement have been referred to and approved by the Ansonia Planning and Zoning Commission in accordance with C.G.S. § 8-24 on July 31, 2023..

c) Board of Alderman Approval. The transactions contemplated by this Agreement were presented to and favorably approved by the Ansonia Board of Alderman on May 20, 2024, and such approvals remain in full force and effect.

d) Public Hearing. The public hearing regarding the transactions contemplated by this Agreement was duly noticed and held by the Ansonia Board of Alderman on April 30, 2024, in accordance with C.G.S. § 7-163e.

e) Adoption of Ordinance. A new ordinance substantially in the form of that set forth in Schedule 8.1 shall have been duly enacted by the Ansonia Board of Alderman

f) Approval of Tax Exemption. Seller shall have obtained all required approvals needed to implement the ten (10) year tax exemption that is referenced in Section 4.6 above. This Approval of Tax Exemption is subject to acceptance by Seller, in its sole and absolute discretion.

g) Approval of Updated Rates and Terms. Seller shall have obtained all required approvals needed for the adoption and implementation of the Updated Rates and Terms referenced in Section 4.1 hereof.

h) Consent and Approval of Other Government Entities. The consent to and/or approval of the transactions contemplated by this Agreement shall have been obtained, if required, from any other government entity whose consent and/or approval is required by law.

i) No Prohibitive Law. (i) The consummation of the transactions contemplated by this Agreement shall not then be restrained, enjoined or prohibited by any order (whether temporary, preliminary or permanent) of a court of competent jurisdiction or any other government entity, and (ii) there shall not be any statute, rule or regulation enacted or promulgated by any government entity that prevents or unfavorably modifies the consummation of the transactions contemplated by this Agreement.

j) The approvals and municipal proceedings set forth in subsections b) through h) of this Section 8.1 are referred to herein as the "Ansonia Approvals."

8.2 Performance of Buyer. The representations and warranties of Buyer contained in this Agreement or in any document delivered by or on behalf of Buyer to Seller pursuant to this Agreement shall be true and correct in all material respects as of the Closing Date, except for changes permitted or contemplated by this Agreement, and Buyer shall have performed and complied with all agreements and conditions required by this Agreement to be performed or complied with by it on or prior to the Closing Date.

8.3 Litigation. No suit, action, proceeding or governmental investigation shall be threatened, pending or reasonably believed by Seller or its counsel to be in prospect before or by any court or governmental agency related to the transactions contemplated by this Agreement or which, in the reasonable opinion of Seller, render completion of the transfer contemplated economically impractical.

9) MISCELLANEOUS PROVISIONS

9.1 Additional Documentation. Any other documentation as may be required to close the transaction after the signing of this Agreement shall be made and delivered by the Buyer or Seller, as required.

9.2 No Brokers. All negotiations relative to this Agreement have been carried on by Buyer directly with Seller without the intervention of any person as a result of any act of Buyer in such manner as to give rise to any valid claim against any of the parties hereto for a brokerage commission, finder's fee or other like payment.

9.3 Personnel Matters.

a) The Buyer shall offer in writing employment effective on the Closing Date, to all active Personnel set forth on Schedule 9.3 who are employed in good standing by the Seller in operating the Wastewater System as of the Closing Date, and able to perform all of the essential functions of their position, with or without reasonable accommodation, on the Closing Date, subject to the Buyer's existing standard hiring policies and procedures applicable to new employees, including but not limited to, a criminal background check and drug screening ("Buyer Hiring Policies"). The active Personnel who accept such offer of employment and commence employment with the Buyer on the Closing Date, shall be referred to in this Agreement as the "Transferred Personnel." The Buyer may make the required offer of employment at a reasonable time prior to the Closing Date to ensure there will be adequate staffing on the Closing Date. For purposes of clarity, nothing contained in this Section 9.3 shall be deemed to limit, restrict or prohibit the Buyer from interviewing the applicable Personnel in connection with the transfer of employment of the Personnel to Buyer as provided in this Section 9.3.

b) The Buyer shall provide each of the Transferred Personnel with compensation and benefits which are in the aggregate reasonably comparable to the compensation and benefits that were provided by the Seller to the Transferred Personnel prior to the Closing Date, which Buyer shall determine in its reasonable discretion. The Buyer shall make available to the Transferred Personnel health and welfare benefit plans that are substantially similar to the health and welfare the Buyer offers to new employees.

c) Transferred Personnel will have the same option to participate in current retirement programs in which new employees of Buyer are eligible to participate under similar terms and conditions. Transferred Personnel will not be able to participate in any Buyer's defined benefit plans closed to new enrollments.

- d) The Buyer shall recognize the Transferred Personnel's service with the Seller as if such service were with the Buyer for purposes of determining eligibility and vesting only under the Buyer's employee benefit plans and programs.
- e) The Transferred Personnel shall cease active participation in the Seller's Plans effective as of the Closing Date. The Seller shall remain liable for all eligible claims for benefits under the Seller's Plans that are incurred by Transferred Personnel prior to the Closing Date. For purposes of this Agreement, the following claims shall be deemed to be incurred as follows: (i) life, accidental death and dismemberment, short-term disability, and workers compensation insurance benefits, on the event giving rise to such benefits, (ii) medical, vision, dental, and prescription drug benefits, on the date the applicable services, materials or supplies were provided, (iii) long-term disability benefits, on the eligibility date determined by the long-term disability insurance carrier for the plan in which the applicable Personnel participates.
- f) The Seller shall remain liable to make any contributions to Seller's Plans related to, and/or to fund any retirement benefits accrued by the Transferred Personnel prior to Closing.
- g) This Section 9.3 shall be binding upon and inure solely to the benefit of each of the Parties to this Agreement, and nothing in this Section 9.3, express or implied, shall confer upon any other Person any rights or remedies of any nature whatsoever under or by reason of this Section 9.3. The Parties acknowledge and agree that the terms set forth in this Section 9.3 shall not create any right in any Transferred Personnel or any other Person to any continued employment with the Buyer or any of its affiliates or compensation or benefits of any nature or kind whatsoever, and shall not be deemed to restrict the Buyer in the exercise of its independent business judgment in establishing or modifying any of the terms or conditions of the employment of the Transferred Personnel. Except as otherwise expressly provided in this Section 9.3, nothing contained in this Section 9.3 shall constitute an amendment of, or an undertaking to amend, any employee benefit plan, program or arrangement maintained by the Buyer or its affiliates or is intended to prevent the Buyer or its affiliates from amending or terminating any such employee benefit plan, program or arrangement in accordance with its terms.
- h) It is expressly understood that the Buyer will not acquire any asset, or assume any liability or obligation in connection with the transactions contemplated by the Agreement relating to any obligations, arrangements, or practices, whether or not legally enforceable, to provide benefits, other than salary or wages to present or former directors, employees or agents, (other than obligations, arrangements and practices that are Seller's Plans), that are owed, adopted or followed by the Seller ("Seller's Benefit Obligations"), and Seller shall be solely responsible for any liability, funding obligation, claim, or expense arising from the Seller's Benefit Obligations, both prior to and after the Closing Date.
- j) No later than the Closing Date, the Seller shall transfer all records pertaining to the employment of the Transferred Personnel to the Buyer including, but not limited to, all personnel and human resources files and records.

k) Following the offers of employment contemplated in paragraph (a), Personnel will have 30 calendar days to either accept or reject the offer of employment from the Buyer. Personnel who accept the offer and will be subject to the Buyer's Hiring Policies. Any active Personnel that do not become Transferred Personnel, either voluntarily or involuntarily, ("Non-Transferred Personnel") will be retained by the Seller with compensation and benefits which are at least substantially comparable to the compensation that was provided by the Seller before the Closing Date. Beyond the initial offer of employment, the Buyer has no further obligations to Non-Transferred Personnel under Section 9.3 of this Agreement.

l) Buyer and Seller may enter into a separate agreement, whereby Seller Personnel will assist Buyer with the operation of the Wastewater System ("Transition Services Agreement") on a temporary basis and after the Closing Date. Any Seller Personnel providing services under a Transition Services Agreement will be classified as Non-Transferred Personnel.

9.4 Continued Cooperation. Seller and Buyer shall, at their sole expense, reasonably cooperate with each other before, during and after the Closing Date to effectuate the transactions in this Agreement and as necessary for the successful implementation of the Agreement to operate the Wastewater System on an ongoing basis.

9.5 Transition Services; Advisory Board.

a) **Transition of Service.** Following the Closing Date, subject to Seller's obligations under Section 9.4 above and the provisions of Subsection (b) below, Buyer shall provide for a commercially reasonable transition of service from Seller to Buyer ("Transition of Service").

b) **Customer Advisory Board.**

(i) Prior to the Closing Date, Seller shall appoint a Customer Advisory Board ("CAB") to assist with the Transition of Service and provide ongoing customer feedback to the Seller and Buyer with respect to the administration of the wastewater system. The CAB is not a third-party beneficiary of this Agreement and has no authority to act on behalf of Seller or Buyer. Seller agrees to maintain the CAB for a period of five (5) years following the Closing Date. After such time, the Seller's obligation to maintain the CAB shall end. Buyer may, in its discretion, continue to meet with the CAB on an informal basis and reserves the right to combine the CAB with its other customer advisory boards or community engagement activities.

(ii) The CAB shall contain no less than 3 and no more than 7 residents of the City of Ansonia or employees of the Seller.

(iii) From the Effective Date to the Closing Date, Buyer will meet with the CAB on an ad hoc basis.

(iv) From the Closing Date and for a period of one (1) year thereafter Buyer will meet with the CAB no less than four (4) times.

(v) From the first (1st) anniversary of the Closing Date and for a period of four (4) years thereafter, Buyer will meet with the CAB no less than one (1) time per year.

9.6 Notices. All notices and communications between parties of this Agreement shall be in writing and shall be deemed to have duly given notice and delivered, if by mail, certified postage, prepaid:

If to Seller: City of Ansonia

David S. Cassetti
Mayor
235 Main Street
Ansonia, CT 06401

Telephone: 203-736-5900

dcassetti@ansoniac.org

If to Buyer: Aquarion Water Company

Donald J. Morrissey
President
835 Main Street
Bridgeport, CT 06604

Telephone: 203-336-7650

dmorrissey@aquarionwater.com

9.7 Binding Effect; Assignment. This agreement between the parties shall be binding upon and inure to the benefit of the parties, their successors, heirs and assigns, but neither this Agreement nor any of the rights, interests or obligations shall be assigned or assignable by any party without the prior written consent of the other party.

9.8 Governing Law. The laws of the State of Connecticut shall govern this Agreement and any adjudication of this Agreement shall be within its jurisdiction.

9.9 Headings. The headings or captions of any articles, paragraphs, or sections hereof are made for convenience only and shall not control or affect the meaning or construction of any other provisions contained in this Agreement.

9.10 Counterparts. This Agreement may be executed in two or more counterparts, and transmitted by way of facsimile or e-mail, each of which shall be deemed an original, but all of which together shall constitute the same instrument.

9.11 Termination. This Agreement may be terminated at any time prior to the Closing Date as follows:

- a) By mutual agreement of Buyer and Seller by written consent signed by each party;
- b) By Buyer if the conditions set forth in Section 7 have not been met, complied with, or performed in any material respect and such noncompliance or nonperformance has not been cured or eliminated by Seller on or before the Closing Date;
- c) By Buyer if Seller does not cure title defects or remove liens or encumbrances on the real property as requested by Buyer, within the timeframe as set forth in Section 1.4;
- d) By Buyer if Seller shall have failed to receive any of the Ansonia Approvals by the date set forth in Section 8.1 hereof and, if no date is specified, by the date that is ninety (90) days from the date hereof;

e) By Buyer if Seller shall be in default of the terms of this Agreement (including the failure to fulfil any pre-closing covenant set forth in Section 4 hereof) or any representation or warranty of Seller shall be false in any material respect; provided, that in no event shall Buyer terminate this Agreement pursuant to this Section 9.11(e) unless Buyer has delivered to Seller written notice of such default and Seller has failed to cure the same within sixty (60) days of such notice;

f) By Seller if the conditions set forth in Section 8 have not been met, complied with or performed in any material respect and such noncompliance or nonperformance has not been cured or eliminated by Buyer or Seller, as applicable, on or before the Closing Date;

g) By Seller if Buyer shall be in default of the term of this Agreement; provided, that in no event shall Seller terminate this Agreement pursuant to this Section 9.11(g) unless Seller has delivered to Buyer written notice of such default and Buyer has failed to cure the same within sixty (60) days of such notice;

h) By Buyer or Seller in the event any government approvals are materially different from those requested for approval of the sale or if said approvals contain terms or conditions that are not acceptable to Buyer or Seller; or

i) By Buyer or Seller in the event the Closing Date has not occurred by the Outside Closing Date.

If this Agreement is terminated because of either party's inability, after good faith effort, to secure the Ansonia Approvals or the approval of any governmental agency or other applicable permits, consents and approvals, all as required by law, each party shall return to the other party all written material obtained from the other party in connection with this transaction. Regardless of whether or not the transactions contemplated by this Agreement are consummated, each party shall pay its own expenses incurred (including without limitations the fees and expenses of its agents, representatives, counsel, and accountants).

9.12 Entire Agreement. This Agreement supersedes and merges all previous negotiations and documentation relating hereto and thereto between the Parties including, without limitation, the RFP, proposals, submittals, term sheets and other related documentation, and constitutes the entire Agreement and any understanding between the Parties with respect to the subject matter contained herein. No alterations, modifications or amendments shall be valid except in writing and when signed by the parties to this Agreement.

9.13 Specific Performance. Notwithstanding anything is this Agreement to the contrary, the Buyer and the Seller agree that each of them will be entitled to injunctive relief, specific performance and equitable relief to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement without proof of damages or otherwise. The election to pursue an injunction, specific performance or other equitable relief, subject in all respects to the terms of this Agreement, will not restrict, impair or otherwise limit each party from, in the alternative and as applicable, exercising such party's other rights and remedies set forth in this Agreement or available at law or in equity, including, with respect to Buyer, the right to terminate this Agreement as provided elsewhere in this

Agreement. Notwithstanding the foregoing, in no event shall either party be (i) entitled to receive both a grant of an injunction, specific performance or other equitable relief on the one hand, and the payment of any monetary damages whatsoever on the other hand, or (ii) liable to the other party for any consequential, special or punitive damages.

9.14 Generating Facility. Buyer is under no obligation to utilize or purchase power from the Generating Facility. Buyer may continue, and Seller shall take no action to obstruct the ability of the Buyer and the Seller to purchase power directly through the electric distribution grid as is typical of the Buyer's other power purchase arrangements.

9.15 Severability. In case one or more of the provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect under any applicable law, rule or regulation, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired.

9.16 Survival Clause. The respective representations, warranties, indemnities and agreements made by Seller and Buyer in this Agreement shall remain in effect after the Closing Date.

[End of Page]

[signature page 1 of 2 to Asset Purchase Agreement]

IN WITNESS WHEREOF, the Seller and the Buyer have caused this Agreement to be signed in their names and on their behalf, respectively, by the persons duly authorized as of the date of this Agreement first written above.

SELLER

CITY OF ANSONIA, CONNECTICUT


Witness

By:


Name: David S. Cassetti
Its Mayor
Duly Authorized


Witness

STATE OF CONNECTICUT }
COUNTY OF NEW HAVEN }

ss: Ansonia

June, 2024

Personally appeared David S. Cassetti as signer of the foregoing instrument, who acknowledged that he executed the same in his capacity as the Mayor of the City of Ansonia and for the purpose therein stated and that the same is their free act and deed and the free act and deed of said City of Ansonia.

Before me,


Commission of the Superior Court

[signature page 2 of 2 to Asset Purchase Agreement]

BUYER

AQUARION WATER COMPANY OF
CONNECTICUT

Joy Hyde
Witness Joy Hyde

Adam Simonsen
Witness Adam Simonsen

By: Donald J. Morrissey
Donald J. Morrissey
Its President
Duly Authorized

STATE OF CONNECTICUT }
COUNTY OF FAIRFIELD }

ss: Bridgeport

June 21, 2024

Personally appeared Donald J. Morrissey as signer of the foregoing instrument, who acknowledged that he executed the same in his capacity as President of Aquarion Water Company of Connecticut and for the purpose therein stated and that the same is his free act and deed and the free act and deed of said Aquarion Water Company of Connecticut.

In witness whereof I hereunto set my hand and official seal.

Joy Hyde
Notary Public
My Commission Expires: _____

Joy Hyde
Notary Public, State of Connecticut
My Commission Expires Aug 31, 2025

Schedule 1.1.1
List of Wastewater System Properties
(Conveyance of Easement Rights)

1. 1 North Division Street
Wastewater Treatment Plant
Parcel at 1 North Division Street to be subdivided separating Wastewater Treatment Plant and Seller's other facilities in accordance with Schedule 1.1.1a.
2. 10 W. Brookside Avenue
Sunset Drive Lift Station
3. 25 Hotchkiss Terrace
Hotchkiss Terrace Lift Station
4. 51 N. Fourth Street
North Fourth Street Lift Station
5. 1 Dells Road
Dells Road Lift Station
6. 154 Jackson Street
Jackson Street Lift Station
7. 23 White Oak Road
White Oak Road Lift Station
8. 368 Silver Hill Road
Silver Hill Road Lift Station #1
9. 371 Silver Hill Road
Silver Hill Road Lift Station #2
10. 16 Reichelt Terrace
Reichelt Terrace Lift Station
11. 1 ½ Westbrook Street
Westfield Avenue Lift Station
12. Ansonia Nature Center
Ansonia Nature Center Lift Station
13. 25 Sheasby Road
Sheasby Road Lift Station

**14. 100 Coe Lane
Coe Lane Lift Station**

**15. 40 Bartholomew Ave
Bartholomew Avenue Lift Station**

Schedule 1.1.1a

1 N. Division Street Subdivision



Schedule 1.1.2
Map of Wastewater System

Schedule 1.1.3 Description of Wastewater System

The Ansonia wastewater treatment facility was constructed as a primary treatment plant in 1968, and upgraded to secondary treatment in 1970. An extensive upgrade to the WPCF was completed in 2011. The plant is a secondary treatment plant in a four-stage Bardenpho process configuration for nitrogen removal, with oxidation ditch (carousel) aeration, and UV disinfection. The plant process also provides for seasonal phosphorus removal, to meet effluent requirements for discharge to the Naugatuck River.

The treatment facility contains the following unit processes:

1. **Mechanical screening.** One mechanical bar screen, with the associated screenings process equipment and a second manual bar screen located on the lower level.
2. **Influent Pump Station.** Influent pumping station has two smaller and two larger centrifugal pumps in a dry pit. All four pumps are new from the 2011 plant upgrade.
3. **Vortex Grit Separation.** Covered vortex grit chamber and grit system, with provisions to bypass flow around the grit chamber when maintenance is required.
4. **Primary Clarifiers.** Four primary clarifiers with chains and flights to facilitate removal of primary sludge. Primary sludge is removed from the clarifiers using 2 sludge pumps.
5. **BNR Secondary Treatment.** The secondary treatment system features 2-stage anoxic zones, as well as first and second stage aeration. The first stage of anoxic is consists of former rectangular clarifiers and the first stage aeration is accomplished by two oxidation ditch (carousels) aeration basins operated in parallel. Former rectangular secondary clarifiers were modified to become second stage aeration and second stage anoxic basins.
6. **Secondary clarifiers.** Two circular secondary clarifiers provide final clarification. Alum is added ahead of the secondary clarifiers to promoted phosphorous removal.
7. **UV disinfection.** A single UV channel with multiple banks of ultraviolet lamps provides seasonal disinfection.
8. **Effluent Pump Station.** The effluent pumping station, which is adjacent to the influent pump station, has two pumps in a duty/standby arrangement. The effluent pump station is used when river elevations do not allow gravity discharge to the Naugatuck River
9. **RAS and WAS Pumping.** Return activated sludge and waste activated sludge pumps are utilized to manage the flow of activated sludge into the BNR process and for pumping sludge to waste.
10. **Thickened sludge removal.** WAS is thickened using rotary drum thickening. Thickened WAS is stored in one of two sludge holding tanks (two converted anaerobic digesters). Primary sludge from the primary clarifiers is pumped to the other storage tank. The sludge from these tanks is hauled away via tanker trucks to offsite incineration.

11. Backup Power. The plant utilizes a generator capable of powering the entire plant in the event of a loss of power.
12. SCADA. The plant can be largely controlled through a Supervisory Control and Data Acquisition (SCADA).

Collection System:

The collection system includes approximately 345,000 linear feet of collection sewers and three major interceptors (Two-Mile Brook interceptor, interceptors along the Naugatuck River, and an inverted siphon under the river.) Much of the pipe is made of vitrified clay. The collection system has 14 wastewater lift stations. The two largest lift stations (Coe and Bartholomew) handle significant amounts of flow and have generators for backup power generation. 10 stations use concrete wet wells and submersible pumps and the remaining four stations are "can" type stations that serve only a few homes.

Rolling Stock:

Chevrolet Silverado Truck (VIN: 1GC3KZCG8CZ102411)
Ford F150 Truck (VIN: 1FTEW1EGXFFC22891)
ProMaster Camera Truck (VIN: 3C6LRVDGME567531)
Godwin Trailer Pump

Schedule 3.2
Exceptions to Good Title

None

Schedule 3.4
Charters, Franchises, Rights

Permits and/or Licenses to lay, construct, maintain, operate, alter, inspect, repair, remove, change the size of, and replace wastewater force mains and collection lines and associated valves, fittings, and appliances appurtenant thereto for the transportation and delivery of sanitary sewer effluent by a route under, upon, over and through all public rights of way.

Schedule 3.8

Compliance with all State, Federal, and Local Laws and Regulations

- 1) The Seller is not in compliance with its National Pollutant Discharge Elimination System (NPDES) Permit No. CT 0100013 and its General Permit for the Discharge of Stormwater Associated with Industrial Activity Permit No. GS1001101. The violations of these permits and resolutions to the violations are detailed in a Proposed Consent Order COWRS24001 with CTDEEP.

Schedule 3.9a
Contracts to Which Seller is a Party and the Buyer will Assume

- 1) Intermunicipal Agreement with City of Derby for wastewater services to certain Derby properties
- 2) Intermunicipal Agreement with Town of Seymour for wastewater services to certain Seymour properties
- 3) Intermunicipal Agreement with Town of Woodbridge for wastewater services to certain Woodbridge properties
- 4) Agreement with Griffin Hospital for wastewater services
- 5) Synagro Sludge Removal Contract

COMMON AND SHARED FACILITIES AGREEMENT

THIS AGREEMENT, made and entered into as of the 3rd day of December, 2024 (the “Effective Date”), by and between the **CITY OF ANSONIA**, a Connecticut municipal corporation, with an address at 253 Main Street, Ansonia, Connecticut 06401 (hereinafter the “City”) and **AQUARION WATER COMPANY OF CONNECTICUT**, A Connecticut corporation, with an address at 835 Main Street, Bridgeport, Connecticut 06604 (hereinafter “AWC”);

WITNESSETH:

WHEREAS, the City owns a wastewater system serving various commercial and residential customers in the City of Ansonia (hereinafter the “Wastewater System”); and

WHEREAS, the City and AWC entered into an Asset Purchase Agreement dated June 21, 2024, for the sale of the Wastewater System to AWC;

WHEREAS, as part of the sale of the Wastewater System to AWC, the City granted AWC an exclusive Access and Utility Easement over the property known as 1A Division Street, Ansonia, CT, as shown on that certain map entitled “CITY OF ANSONIA NORTH DIVISION STREET ANSONIA CONNECTICUT LOT LINE REVISION,” (hereinafter the “Easement Area”);

WHEREAS, a public works facility, a transfer station, an animal shelter, and other City facilities, are currently situated on the City’s property abutting the Easement Area and known as 1 Division Street, Ansonia, CT, which transfer station and other facilities the City owns and operates (hereinafter “Other City Facilities”);

WHEREAS, the City and AWC have closed the sale of the Wastewater System as of the date first written above, contingent upon certain terms and conditions effecting the Easement Area and the Other City Facilities.

NOW, THEREFORE, in consideration of the mutual agreements herein contained and subject to the terms and conditions herein stated, both parties agree as follows:

1. Access: The City currently owns and utilizes a locked gate securing access to the Easement Area and the Other City Facilities during the Other City Facilities non-business hours, on weekends, and on holidays. The gate shall remain open during the Other City Facilities regular business hours. The City has provided AWC with a total of ten (10) key fobs for gate access. AWC is hereby authorized to utilize the key fobs to unlock the gate in order access the Easement Area at any time and for any reason. AWC’s access herein is limited to the Easement Area, and AWC shall have no rights of access or entry in or to the Other City Facilities. The Parties will cooperate to allow AWC within one year of the Effective Date to install its own access control at the locked gate, allowing each Party to open the locked gate as needed to support their respective operations, and eliminating any future need for the City to provide key fobs for access.

2. **Generator:** A generator serving both the wastewater treatment plant and the Other City Facilities is located within the Easement Area. The City shall continue to have use of the existing generator for emergency situations for a period of two (2) of years, by which time the City shall install a new generator for the Other City Facilities and no longer have any direct electrical connections to the Wastewater System and its facilities, including the Generator. AWC agrees to cooperate with the City and to review the City's plans for changing the control panel for the new generator for the Other City Facilities. AWC and the City agree that the existing generator shall be the property of AWC. AWC shall maintain, service, and repair the existing generator at AWC's expense. AWC reserves the right to change the size of or replace the existing generator at AWC's expense as needed. In the event the existing generator malfunctions or fails to properly operate, AWC and the City shall each be responsible for their own emergency back-up power at their own expense.

3. **Sewer Cleaner Truck:** The City currently owns a combination sewer cleaner truck (the "City Sewer Cleaner Truck") which is utilized for stormwater and wastewater operations. AWC will purchase for its own use a sewer cleaner truck (the "AWC Sewer Cleaner Truck"); however, the City shall allow AWC to utilize the City Sewer Cleaner Truck until such time as the AWC Sewer Cleaner Truck is delivered to AWC. AWC and the City agree that the City Sewer Cleaner Truck shall be the property of the City. The City shall maintain, service, and repair the City Sewer Cleaner Truck at the City's expense. AWC shall pay to the City a rental fee of \$500 for every four (4) hours of use. AWC will keep a record of all usage and pay the City on a monthly basis. Should the City and AWC require use of the City Sewer Cleaner Truck at the same time, the City's needs shall take priority, provided AWC is not in the middle of a four (4) hour rental period. The parties will cooperate to ensure that public health and safety is in no way compromised by this priority arrangement. After any use of the City Sewer Cleaner Truck by AWC, AWC shall return it to the City with a full tank of gas and in a clean condition. At all times during the use of the City Sewer Cleaner Truck by AWC, the City shall keep the City Sewer Cleaner Truck properly insured. At all times during the use of the City Sewer Cleaner Truck by AWC, AWC shall operate the City Sewer Cleaner Truck with properly trained AWC employees with a valid Connecticut CDL license and maintain insurance coverage for any AWC employees operating the City Sewer Cleaner Truck.

4. **Utility Crane Truck:** AWC will take ownership of the utility truck (VIN: 1GC3KZCG8CZ102411) (the "Utility Crane Truck"), which Utility Crane Truck has a crane and other functions that are important to the operation of the Wastewater System. AWC and the City agree that the Utility Crane Truck shall be the property of AWC. AWC shall maintain, service, and repair the Utility Crane Truck at the City's expense. The City shall pay to AWC a rental fee of \$250 for every four (4) hours of use. AWC agrees to waive the rental fee for two (2) months from the Effective Date. The City will keep a record of all usage and pay AWC on a monthly

basis. Should the City and AWC require use of the Utility Crane Truck at the same time, AWC's needs shall take priority, provided the City is not in the middle of a four (4) hour rental period. The parties will cooperate to ensure that public health and safety is in no way compromised by this priority arrangement. After any use of the Utility Crane Truck by the City, the City shall return it to the City with a full tank of gas and in a clean condition. At all times during the use of the Utility Crane Truck by AWC, AWC shall keep the Utility Crane Truck properly insured. At all times during the use of the Utility Crane Truck by the City, the City shall operate the Utility Crane Truck with properly trained City employees with a valid Connecticut driver's license and maintain insurance coverage for any City employees operating the Utility Crane Truck.

5. Influent Pump #3: As of December 3, 2024, Influent Pump #3 is not in service, has been removed from the Wastewater System, and is being repaired at a third-party location by the City's repair vendor. The City will, at its sole cost and expense, complete repairs of Influent Pump #3 and reinstall the repaired pump at its expense. AWC will deduct one hundred thousand dollars (\$100,000) from the Transaction purchase price to be held in escrow. AWC will release the escrowed funds within two (2) business days following the reinstallation of the pump and confirmation that the pump is back in service and that all costs for the pump repair and reinstallation have been paid in full. The City agrees that time is of the essence and will use best efforts to complete the repair as expeditiously as possible.

6. Temporary Storage: As of the date of this Agreement, the City is utilizing a portion of the Easement Area for the dumping of brush and landscape debris brought to the transfer station by the residents of the City of Ansonia. AWC will allow the City to continue to keep the existing brush and landscape debris within the Easement Area for a period of one (1) year following the date of this Agreement. No later than thirty (30) days from the date of this Agreement, the City will provide to AWC a written plan for the permanent removal of the brush and landscape debris, which plan shall include notifying AWC any time the City intends to access the Easement Area for the purposes contained in this paragraph. No later than one (1) year after the date of this Agreement, the City shall have cleaned up and removed all brush or landscaping debris from the Easement Area. After the one-year period outlined herein, the City will have no right to use the Easement Area for any purpose.

7. Conditions: The respective obligations of the parties hereto are subject to the delivery to AWC of an opinion of the corporation counsel of the City that the City has authority to enter into this Agreement and carry out its obligations hereunder and that this Agreement has been duly executed on behalf of the City and is binding upon and enforceable against the City in accordance with its terms, subject, however, to the availability of specific performance and the rights of creditors generally.

8. Insurance: AWC and the City each agree to carry and maintain at all times such insurance as the City and AWC determine satisfactory to protect both AWC and the City adequately against any and all loss, damage or liability arising out of or in connection with the terms of this Agreement. Such insurance policies shall contain such terms, shall be in such form, shall be with such insurers, and shall be for such periods as may be satisfactory to the City and AWC, including the following specific provisions:

- A. General Liability including Premises and Operations, Contractual Liability, Products and Completed Operations on an occurrence basis with combined limit of \$1,000,000.
- B. Umbrella Liability with a limit of \$1,000,000 over primary limits for Employer Liability, General Liability and Auto Liability.

AWC agrees to add the City to be named as additional insured. AWC is allowed to self-insure for any and all obligations.

A Certificate of Insurance from AWC shall be provided to the City to indicate all coverage and extension and which allows for a 30 day written notice of cancellation. The "certificate holder" to be listed on the certificate of insurance shall be:

The City of Ansonia
253 Main Street
Ansonia, Connecticut 06401

The City agrees to add AWC to be named as additional insured. The City is allowed to self-insure for any and all obligations.

A Certificate of Insurance from the City shall be provided to AWC to indicate all coverage and extension and which allows for a 30 day written notice of cancellation. The "certificate holder" to be listed on the certificate of insurance shall be:

Aquarion Water Company of Connecticut
835 Main Street
Bridgeport, CT 06604

9. Obligations of Parties: This Agreement, which may be executed in counterparts, shall bind and inure to the benefits of the parties hereto and their respective successors and assigns.


[remainder of this page intentionally left blank, signature pages to follow]

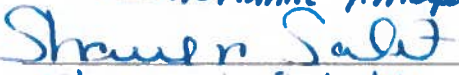
IN WITNESS WHEREOF, the parties have hereunto caused to be set their hands as of the date first above written.

Signed and delivered in the presence of:

WITNESSES:

AQUARION WATER COMPANY OF
CONNECTICUT



Adrienne Y. Meyer


Shawn Salato

By: 

Donald J. Morrissey,
President

STATE OF CONNECTICUT)

)

ss: Bridgeport

COUNTY OF FAIRFIELD)

Personally appeared, before me, this 2nd day of December 2024, Donald J. Morrissey, President of Aquarion Water Company of Connecticut, signer and sealer of the foregoing instrument, who acknowledged the same to be his free act and deed and that of said Aquarion Water Company of Connecticut.

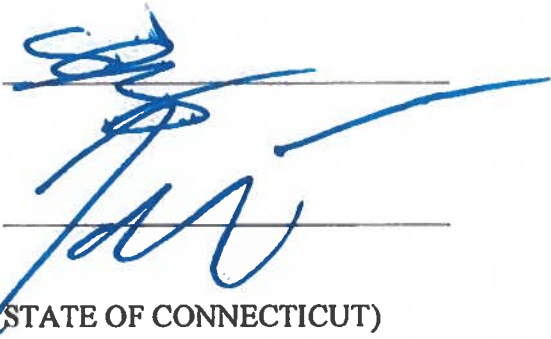


~~Commissioner of the Superior Court/~~
Notary Public
My Commission Expires:

Shawna Salato
Notary Public
My Commission Expires: July 31, 2027

WITNESSES:

CITY OF ANSONIA



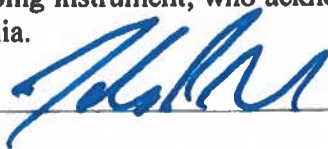
By: 

David S. Cassetti,
Mayor

(STATE OF CONNECTICUT)
)
COUNTY OF NEW HAVEN)

ss: Ansonia

Personally appeared before me this 3rd day of December 2024, David S. Cassetti, Mayor of the City of Ansonia, signer and sealer of the foregoing instrument, who acknowledged this to be his free act and deed on behalf of the City of Ansonia.



Commissioner of Superior Court/
~~Notary Public~~

**RETURN TO:**

Aquarion Water Company of Connecticut
Attention: Real Estate Department
600 Lindley Street
Bridgeport, CT 06606

TO ALL PEOPLE TO WHOM THESE PRESENTS SHALL COME, GREETINGS:

KNOW YE, THAT the CITY OF ANSONIA a Connecticut municipal corporation, with an address of 253 Main Street, Ansonia, CT 06401 (herein designated as "Releasor"), for the consideration of One Dollar (\$1.00) and other valuable consideration received to its full satisfaction of **AQUARION WATER COMPANY OF CONNECTICUT**, a Connecticut public service company, having an office at 835 Main Street, Bridgeport, Connecticut 06604 (herein designated as "Releasee"), does hereby remise, release, assign and forever QUIT-CLAIM unto the said **AQUARION WATER COMPANY OF CONNECTICUT**, its successors and assigns forever, all the right, title, interest, claim and demand whatsoever as it, the said Releasor, has or may have in or to the following (the "Premises"):

All right, title and interest in and to any easements, rights-of-way, accessways, and all such other rights to use the property of another, and all permits, approvals and third party actions related to, or for the purpose of, providing sewer service, located in the City of Ansonia, County of New Haven, and State of Connecticut, which may or may not of record appear, and related to or necessary for the provision of sewer and sewer utility services.

TO HAVE AND TO HOLD the Premises, with all the appurtenances, unto the said Releasee, its successors and assigns forever, so that neither it, the Releasor, nor its successors and assigns nor any other person under it or them shall hereafter have any claim, right or title in or to the premises, or any part thereof, but therefrom it and they are by these presents forever barred and excluded.

No City Conveyance Tax Collected

By

[Signature]
Town Clerk of Ansonia
aut

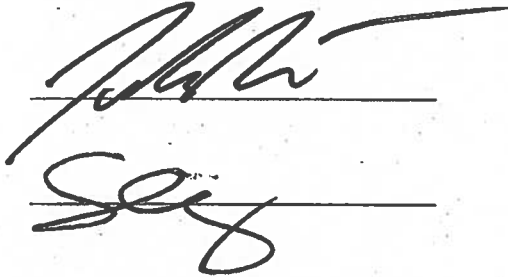
No State Conveyance Tax Collected

By

[Signature]
Town Clerk of Ansonia
aut

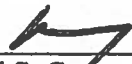
IN WITNESS WHEREOF, the undersigned has hereunto caused these presents to be
executed this 3rd day of December, 2024.

Signed, Sealed and Delivered
in the Presence of:



CITY OF ANSONIA

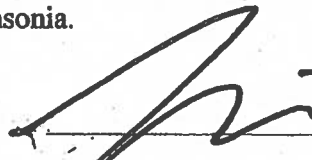
By:


David S. Cassetti,
Mayor

STATE OF CONNECTICUT)
)
COUNTY OF NEW HAVEN)

ss: Ansonia

Personally appeared David S. Cassetti, Mayor of the City of Ansonia, duly authorized
signer of the foregoing instrument, and acknowledged that he executed the same as his free act and
deed and the free act and deed of said City of Ansonia.


Commissioner of the Superior Court/
Notary Public
~~My Commission Expires.~~

Received for Record at Ansonia, CT
On 12/03/2024 At 2:34:53 pm

Elyse L. Lynch

Schedule 3.9b
Exceptions to Contracts to Which Seller is a Party and that Buyer Will Assume

None

Schedule 3.10
Governmental Approvals

- 1) Acceptance by CTDEEP of the application to transfer NPDES Permit No. CT 0100013

Schedule 3.11
Environmental Compliance

None

Schedule 3.14
Wastewater System and Wastewater System Assets Order and Repair

Historically the WPCA has not implemented a systematic 10-year capital improvement plan (CIP) for identifying pro-active upgrades or for replacing pumps, mixers, chemical feeds throughout the treatment plant. Industry guidelines specify that critical equipment throughout a treatment facility (such as pumps, mixers, blowers, chemical feed pumps, sludge processing equipment, odor control operations, etc.) should include one standby unit in addition to the facilities required to handle peak design flows and loads. Numerous operations do not have standby units in the event of additional failure. In addition, only limited repairs and maintenance have been performed within the sewer collection system.

The capital improvements required at the plant include:

- Replacement and/or repair of 1 grit pump (only 1 of 2 is functioning and there is currently no standby pump)
- The headworks includes a single mechanical screening operation that is functional, but the screens are approaching the end of their useful life, and their condition does not indicate that any preventative maintenance has been performed on them. Operators expressed concern about the continued operation of the screens and noted they believe the screens should be replaced in the near-term.
- Modification of the suction piping at primary clarifiers needs to be implemented to allow all 4 primary clarifiers to withdraw primary sludge. A recent replacement of inadequate sludge pumps does not allow primary sludge to be removed from 2 of the clarifiers and limits their use to wet weather equalization. Broken primary sludge pumps have not been replaced and no standby pumps exist. Additionally, the local control panels at the primary clarifiers do not function and they can only be operated from the SCADA computer in the operations building.
- Repairs and upgrades to the oxidation ditches and its effluent weirs will need to be implemented. The current configuration does not allow for either oxidation ditch to be taken offline for maintenance. The result is that neither oxidation ditch has ever been drained for preventative maintenance or to remove accumulated solids. Further, under current flows and loads it is possible that only one oxidation ditch is necessary to provide biological treatment, which could result in significant cost savings.
- The relatively new alum dosing system for phosphorous removal was clogged with precipitates either due to poor design or a lack of maintenance and has been bypassed. In its place temporary piping is being used and the dosing of chemical is not flow paced. The current temporary configuration has resulted in a permit violation during its seasonal start up, is not likely to be able to comply with more stringent phosphorus limits in the pending permit renewal and uses more alum than needed.
- At least three mixers in the post anoxic zone have failed and have not been replaced. Replacement requires a crane and because all the mixers appear to be at the end of their useful life, they should all be replaced in a single project to eliminate duplicate costs associated with a crane rental. Operations staff reports that the channel across the pre-anoxic tank is not water-tight and has resulted in shorting out of the electrical service in the past. This should be repaired.
- At least 2 return activated sludge and/or waste activated sludge pumps are not functioning and need to be repaired or replaced. There are currently no standby pumps onsite.

- Only one secondary clarifier was functioning during Aquarion's site visit. Operations staff reported that the drive gear was inoperable and had no time frame available as to when it would be repaired. If there is a similar equipment failure on the currently functional secondary clarifier, the treatment plant would immediately be in violation of its NPDES permit. The repairs to the secondary clarifier are critical and should have been implemented in a timely manner as soon as the clarifier became inoperable.
- Operations staff have reported that the UV disinfection system is inadequate and the existing system cannot be supported by its vendor. They also reported that during wet weather events the UV system is removed from the effluent channel (in violation of NPDES permit requirements) to provide additional hydraulic capacity.
- When the Naugatuck River level rises, treated effluent cannot flow by gravity to the river and must be pumped. There are multiple parts of the effluent pumping system that do not function. The transition from gravity to pumped effluent has to be performed manually, cannot be performed safely in the current state of repair, and is of a time sensitive nature during high flow events. The following capital repairs are required: replacement of the effluent bypass actuator, replacement of valve chamber actuator, install sump pump at valve chamber, and waterproof the valve chamber. Additionally, it is recommended to install a USGS river gauge near the effluent outlet and connect its reading to the SCADA system to allow automated operation. The broken pumping system represents a significant risk of the wastewater backing up throughout the plant causing significant damage to the facility and could result in sewer overflows.
- In addition to the proposed capital improvements at the plant, a more proactive capital program is needed to repair the miles of collections system piping below city streets. Under normal conditions the plant receives 1.5-1.7 million gallons a day of wastewater, but during rainstorms, flows can peak as high as 7 million gallons per day. The rainwater that flows into the collection system must be treated with the sewage at enormous expense. The wastewater study performed by NVCOG recommended \$10.3M in improvements to the Ansonia collection system to try and lower the amount of rainwater entering the system.
- The City has been performing CCTV inspections of pipe and much of the pipe is in good structural condition, but there are many pipe joints failing and significant root intrusion. These conditions lead to a significant amount of rain water entering the system (adding to treatment costs) and will lead to pipe collapses and blockage that will have to be repaired on an emergency basis.

Schedule 4.1a
User Fees and Tariffs

Aggregate user rate increase of thirty eight percent (38%).

Schedule 4.1b
User Fees and Tariffs

[to be completed by Buyer and appended post-execution]

Schedule 4.1c
Wastewater Service Terms and Conditions

[to be completed by Buyer and appended post-execution]

Schedule 4.7
Rate Stabilization Fund

Period	Payment Date, on or before:	Amount
Y1	Closing Date plus 30 days (RSF Anniversary Date)	\$1,593,201
Y2	RSF Anniversary Date plus 1 Year	\$1,467,423
Y3	RSF Anniversary Date plus 2 Years	\$1,217,963
Y4	RSF Anniversary Date plus 3 Years	\$902,432
Y5	RSF Anniversary Date plus 4 Years	\$634,259
Y6	RSF Anniversary Date plus 5 Years	\$628,112
Y7	RSF Anniversary Date plus 6 Years	\$291,781
Y8	RSF Anniversary Date plus 7 Years	\$77,109
Y9	RSF Anniversary Date plus 8 Years	\$173,047
Y10	RSF Anniversary Date plus 9 Years	\$14,674

Schedule 6.1
Contracts to be Assumed by Buyer

- 1) Intermunicipal Agreement with City of Derby
- 2) Intermunicipal Agreement with Town of Seymour
- 3) Intermunicipal Agreement with Town of Woodbridge
- 4) Agreement with Griffin Hospital regarding sewer services
- 5) Synagro Sludge Removal Contract

Schedule 7.5
Instruments of Transfer and Conveyance

1. Access and Utility Easement for treatment plant facility, 3 N. Division Street;
2. Utility Easements for all lift stations located within public road rights of way;
3. Access and Utility Easement for Ansonia Nature Center lift station, 10 Deerfield Road;
4. Pipe Easements for all sewer pipes located within City of Ansonia property;
5. Pipe Easement for all sewer pipes located within public road rights of way;
6. Assignment of Easements for all sewer easements currently held by the City of Ansonia or the City of Ansonia Water Pollution Control Authority, including a new easement from Pine Grove Cemetery.

Schedule 7.8
Opinion of Counsel for City of Ansonia

Opinion of Seller's Counsel to Include the Following:

1. Status of Seller's formation and existence.
2. That Seller has the full legal power and authority to execute and deliver the Asset Purchase Agreement ("APA"), to execute and deliver the documents contemplated by the APA ("Transaction Documents"), to carry out the transactions contemplated by the APA, and to perform Seller's obligations and fulfill all of Seller's covenants and agreements under the APA.
3. That the individuals executing the APA and Transaction Documents on behalf of Seller have been duly authorized and empowered to do so.
4. That the APA and Transaction Documents and the performance of Seller's obligations thereunder have been duly authorized by all requisite action and that Seller has received all Ansonia Approvals (as defined in the APA), as well as all other governmental approvals required and/or contemplated under the APA.
5. That there is no provision in the APA or any of the Transaction Documents and there is no provision or term of any mortgage, indenture, lease, agreement, license, permit, judgment, decree, order, statute, ordinance, rule or regulation to which Seller is subject or bound that would impair the power or ability of Seller to enter into and carry out the undertakings required under the APA and Transaction Documents in accordance with the terms thereof.
6. That the APA and the Transaction Documents do not violate any code, order, law or regulation of the Seller or the State of Connecticut or any other government or quasi-governmental authority, including, without limitation, any provision thereof that Seller is subject to.
7. That no authorization, consent, or approval of, or registration with, any court or governmental department, commission, board, bureau, agency or instrumentality of the United States, or the State of Connecticut is required in connection with the execution and delivery by Seller of the APA or the Transaction Documents that has not been obtained by Seller.
8. That the APA and each of the Transaction Documents is a legal, valid and binding instrument, enforceable against Seller in accordance with its terms.
9. That the Instruments of Transfer [referenced in Section 7.5 of the APA] convey good and valid title in or, as applicable rights to, the Assets referenced therein and, as applicable, are in the proper form for recording.
10. That the Assets are not subject to any mortgage, lien or other encumbrance.

11. That the Assets are in full compliance with all applicable zoning, building, health, fire, traffic, environmental, wetlands and subdivision requirements and all other codes, rules, regulations, ordinances, statutes and requirements applicable thereto.
12. That, after due inquiry and investigation, all requisite licenses, certificates, approvals and consents required of any regulatory or governmental authority having jurisdiction over the Assets or rights with respect thereto have been duly and validly issued without variance or conditions and are in full force and effect.
13. That there is no litigation, action, suit, citation, injunctive proceeding or like matter pending, affecting or (to the best of our knowledge after due inquiry and investigation) threatened against Seller related to the APA or the Assets.
14. Such other opinions as Buyer shall reasonably request based upon the nature of the transaction and the final form of Transaction Documents.

Schedule 8.1
Ordinance Regarding Ansonia WPCA

Ordinance or Ordinances to be adopted by the City with substance and form acceptable to Buyer and containing the following provisions:

1. Rescinding the Seller's current wastewater ordinances including rules and regulations effective with the closing date
2. Reestablishing the WPCA Board as the City's Board of Alderman
3. Designating the WPCA with the following authorities:
 - a. The power to designate and delineate the boundary areas served by the public sewerage system in the City of Ansonia
 - b. The power to order the owner of any building to which the Ansonia public sewerage system is available to connect such building with said system

Schedule 8.3
Personnel Matters

- 1) Jason St. Jacques
- 2) Rita St. Jacques
- 3) Marcello Boanno
- 4) Tracey DeLibero
- 5) John Tomasella (Contractor)

VOL. 166 PAGE 543

TO ALL PEOPLE TO WHOM THESE PRESENTS SHALL COME, GREETING:

KNOW YE, That the CITY OF ANSONIA, a municipal corporation, specially chartered by the General Assembly of the State of Connecticut, having its bounds within the County of New Haven and State of Connecticut, hereinafter called the "Releasor", for the consideration of

TWENTY-THREE THOUSAND SIX HUNDRED SEVENTY (\$23,670.00) DOLLARS received to its full satisfaction of Raymond Crane, D.D.S. and Harold Horton, D.D.S., a partnership, doing business at 497 Main Street, Ansonia, Connecticut,

hereinafter called the "Releasee", does remise, release and forever

QUIT-CLAIM unto the said Raymond Crane, D.D.S. and Harold Horton, D.D.S.

forever, all the right, title, interest, claim and demand whatsoever as it, the said Releasor has or ought to have in or to that certain piece or parcel of land situated in the Town of Ansonia, County of New Haven and State of Connecticut, bounded and described as follows; to wit:

known as Disposition Parcel 28A as shown on a map entitled "Downtown Renewal Project, Conn. R-19C, Disposition Map, Parcels 28A, 28B, & Railroad Parcel, Ansonia Redevelopment Agency, City of Ansonia, Conn.", by Cahn Engineers, Inc., New Haven, Conn., Scale 1"=40', Dated Oct. 23, 1977, said parcel containing 31,563 sq. ft. (0.72 acres) and being more particularly bounded and described as follows:

Commencing at a point on the Westerly street line of Main Street (Conn. Route 115), said point having coordinate values of 183,124.55 North and 510,308.94 East on the Connecticut Geodetic Grid System;

Thence running South 6°-59'-59" West 193.25 feet along Main Street (Conn. Route 115);

Thence running Southerly along a curve to the right having a radius of 1,968.00 feet and an arc length of 159.44 feet along Main Street;

Thence running South 11°-38'-30" West 108.31 feet along Main Street;

Thence running South 89°-34'-38" West 24.71 feet along land now or formerly of the City of Ansonia;

Thence running North 0°-42'-50" East 113.30 feet along land now or formerly of the New York, New Haven and Hartford Railroad Company and/or heirs of Anson G. Phelps;

"No Conveyance Tax collected"

I, *[Signature]* Town Clerk of Ansonia

RECEIVED FOR FILE

25 APR -4 PM 12:16

TOWN AND CITY CLERK
ANSONIA, CONNECTICUT

New Business
#3

VOL. 166 PAGE 544

Thence running South $84^{\circ}-54'-40''$ East 9.67 feet along land now or formerly of the New York, New Haven and Hartford Railroad Company and/or heirs of Anson G. Phelps;

Thence running Northerly along a curve to the left having a radius of 1,662.03 feet and an arc length of 337.65 feet along land in part belonging now or formerly to the New York, New Haven and Hartford Railroad Company and/or heirs of Anson G. Phelps and in part belonging now or formerly to the Penn Central Railroad Company;

Thence running North $85^{\circ}-59'-31''$ East 133.62 feet along Parcel 2UB / formerly of the City of Ansonia to the point and place of commencement.

There is hereby reserved to the City of Ansonia, its successors and assigns and said premises are made subject to a permanent, perpetual and assignable right and easement on and under the northerly portion of the above-described tract, being that area located within parallel dotted lines, both of which lines have a legend "Permanent Easement Line", which said easement runs in a southwesterly to northeasterly direction, all as more particularly set forth and delineated on the afore-referenced map for the purpose of maintaining, repairing, operating, patrolling and replacing pipes, conduits, culverts and any and all other facilities which are or may be constructed under the surface thereof and which may be necessary or desirable in connection with the Ansonia Flood Control Project.

There is hereby reserved to the City of Ansonia, its successors and assigns and said premises are made subject to a permanent, perpetual and assignable right and easement across the northerly portion thereof running from Main Street westerly to land of the New York, New Haven and Hartford R.R. Co. and/or heirs of Anson G. Phelps, which easement lies on the most northerly 35 feet of the afore-described parcel and is bounded on the north by land now or formerly of Paul M. Kosden; on the east by Main Street; on the west by land of the New York, New Haven and Hartford R.R. Co. and others and on the south by a line 35 feet from their parallel to the northerly boundaries of the afore-described parcel, said easement being more particularly shown and delineated on the afore-referenced map and having a legend "35' ACCESS EASEMENT" for the purpose of passing and repassing on foot or by vehicle over and across said afore-described area.

VOL. 166 PAGE 545

The above-described parcel contains approximately 31,563 square feet of land and is located within the boundaries of the so-called Downtown Renewal Project. This conveyance is hereby made expressly subject to the terms, conditions, covenants and agreements contained in a certain Contract entitled, "Project Conn. R-19(C), Contract L- 284 Contract for Sale of Land for Private Redevelopment", hereinafter called the "Contract", which said Contract is recorded in Volume 165 at Pages 973 - 1012 of the Land Records of the Town of Ansonia, and is hereby incorporated by reference. This conveyance is further subject to covenants and agreements as follows:

The Releasee herein, for themselves, their successors and assigns as a part of the consideration for this conveyance, covenants and agrees as follows:

1. That they shall:
 - a. Devote the above described property to, and only to and in accordance with, the uses specified in the Redevelopment and Renewal Plan for the Downtown Renewal Project, Project Conn. R-19(C), dated June 1, 1961 as thereafter amended (and extended from time to time); and
 - b. Not discriminate upon the basis of race, color, creed, or national origin in the sale, lease, or rental or in the use or occupancy of the property herein described or any improvements erected or to be erected thereon, or any part thereof.
2. That the Releasee covenants and agrees that the agreements and covenants herein contained shall be covenants running with the land and that they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Deed itself, be binding to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by, the Ansonia Redevelopment Agency, its successors and assigns, the City, any successor in interest to the property, or any part thereof, and the owner of any

VOL. 166 PAGE 546

other land (or of any interest in such land) in the Project Area which is subject to the land use requirements and restrictions of the Redevelopment and Renewal Plan, and the United States (in the case of the covenant provided in Paragraph 1.b. above) against the Releasee herein,

their successors and assigns and every successor in interest to or of the property herein described or any part thereof or any interest therein, and any party in possession or occupancy of said property or any part thereof. It is further intended and agreed that the agreements and covenants set forth in the Redevelopment and Renewal Plan for the Downtown Renewal Project referred to in paragraph 1.a. above shall remain in effect until January 1, 1980 at which time said regulations and controls may, after a Public Hearing, be modified and/or continued in effect for an additional ten (10) year period by majority vote of the Board of Aldermen of the City of Ansonia, and that those agreements and covenants referred to in paragraph 1.b. above shall remain in effect without limitation as to time: Provided, That such agreements and covenants shall be binding on the Releasee,

their successors and assigns, each successor in interest to the property, and every part thereof, and each party in possession or occupancy, respectively, only for such period as such successor or party shall have title to, or an interest in, or possession or occupancy of, the property or part thereof. The terms "uses specified in the Redevelopment and Renewal Plan" and "land use" referring to provisions of the Redevelopment and Renewal Plan, or similar language, in this Deed shall include the land and all building, housing, and other requirements or restrictions of the Redevelopment and Renewal Plan pertaining to such land.

3. In amplification, and not in restriction, of the provisions of the preceding paragraphs 1 and 2, it is intended and agreed that the Ansonia Redevelopment Agency and the Releasor, its successors and assigns, shall be deemed beneficiaries of the agreements and covenants provided in paragraph 1 above, and the United States shall be deemed a beneficiary of the covenant provided in paragraph 1.b. above, both for and in their or its own right and also for the

VOL. 166 PAGE 547

purposes of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit such agreements and covenants have been provided. Such agreements and covenants shall run in favor of the Releasor and the Ansonia Redevelopment Agency and the United States for the entire period during which such agreements and covenants shall be in full force and effect, without regard to whether the Ansonia Redevelopment Agency and the Releasor or the United States has at any time been, remains, or is an owner of any land or interest therein to or in favor of which such agreements and covenants relate. The said Ansonia Redevelopment Agency and the said Releasor shall have the right, in the event of any breach of any such agreement or covenant, and the United States shall have the right in the event of any breach of the covenant provided in paragraph 1.b. above, to exercise all the rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breach of agreement or covenant, to which it or any other beneficiaries of such agreement or covenant may be entitled.

4. That the Releasee herein agrees for themselves, their successors and assigns to or of the property hereinbefore described or any part thereof, that the said Releasee and their successors and assigns shall promptly begin and diligently prosecute to completion the redevelopment of the property hereinbefore described so that construction of the improvements thereon, and that such construction shall, in any event, be begun within two (2) months from the date of this Deed and be completed within one (1) year from such date.
5. That promptly after completion of the improvements in accordance with the provisions of this Deed and the Contract, the Ansonia Redevelopment Agency will furnish the Releasee

VOL. 166 PAGE 548

an appropriate instrument so certifying. Said certification by said Ansonia Redevelopment Agency shall be a conclusive determination of satisfaction and termination of the agreements and covenants of this Deed and of the Contract with respect to the obligations of the Releasee and

their successors and assigns

to construct the improvements and the dates for the beginning and completion thereof: Provided, That, such certification and such determination shall not constitute evidence of compliance with or satisfaction of any obligation of the Releasee to any holder of a mortgage, or any insurer of a mortgage, securing money loaned to finance the improvements or any part thereof.

6. That with respect to any individual parts or parcels of the property hereinbefore described which the Releasee is authorized by the Contract to convey or lease as the improvements to be constructed thereon are completed, the Ansonia Redevelopment Agency will also, upon proper completion of the improvements relating to any such part or parcel, and Provided the Releasee is not in default in respect to any of its obligations under the Contract, certify to the Releasee that such improvements have been made in accordance with the provisions of the Contract, such certification shall mean and provide:

- a. That any party purchasing or leasing such individual part or parcel pursuant to the authorization therein contained shall not (because of such purchase or lease) incur any obligation with respect to the construction of the improvements relating to such part or parcel or any other part or parcel of the property hereinbefore described; and
- b. That neither the said Ansonia Redevelopment Agency nor any other party shall thereafter have or be entitled to exercise with respect to any such individual part or parcel so sold (or in the case of lease, with respect to leasehold interest) any rights or remedies or controls that it may otherwise have or be entitled to exercise with respect to said property as a result of a default in or a breach of any provisions of this agreement, or the Deed by the Releasee, or any successor in interest or assign, unless,
 - (1) such default or breach be by the purchaser or lessee or any successor in interest or assign, of or to such individual part or parcel with

VOL. 166 PAGE 549

respect to the covenants contained and referred to in paragraphs 1 through 3 above, and

- (11) the right, remedy or control relating to such default or breach.

7. That if there is a violation of the terms of the Contract, or if there is any violation or default of the provisions of subdivisions (a), (b), and (c) of Section 704 of the Contract and said violation or default is not cured within the time or times set forth in said paragraphs; then the Releasor shall have the right to re-enter and take possession of said property and to terminate (and revert in the Releasor) the estate conveyed by this Deed to the Releasee, it being the intent of this, together with the other provisions of the Contract and this Deed that the conveyance of said property to the Releasee shall be made upon a condition subsequent to the effect that in the event of any default, failure, violation or other action or inaction by the Releasee specified in subdivisions (a), (b), and (c) of Section 704 of the Contract, failure on the part of the Releasee to remedy, end or abrogate such default, failure, violation or other action or inaction, within the period and in the manner stated in said subparagraphs, the Releasor at its option may declare a termination in favor of itself of the title, and of the rights in interest, in the said property conveyed by this Deed to the Releasee and that such title, rights and interests of the Releasee, and

any successors or assigns

in said property, shall revert to the Releasor: Provided, That such conditions subsequent and any reverting of title as a result thereof in the Releasor:

- a. Shall always be subject to and limited by, and shall not defeat, render invalid, or limit in any way
- (1) the lien of any mortgage authorized by this conveyance or the Contract and executed for the sole purpose of obtaining funds to construct the improvements, and

VOL. 166 PAGE 550

(ii) any rights or interest provided in the Contract for the protection of the holders of such mortgages; and

b. Shall not apply to individual parts or parcels of the property (or in the case of parts or parcels leased, the leasehold interest) on which the improvements to be constructed thereon have been completed in accordance with the Contract and for which a Certificate of Completion is issued therefor as provided in Section 307 thereof.

8. The Releasor shall further have the right to retain, in addition, the deposit made pursuant to the Contract as its property without any deduction, offset or recoupment whatsoever.

TO HAVE AND TO HOLD the premises, with all appurtenances, unto the said Releasee, their successors and assigns forever, so that neither it, the Releasor nor its successors and assigns nor any person under it or them shall hereafter have any claim, right or title in or to the premises, or any part thereof, but therefrom it and they are by these presents forever barred and excluded.

IN WITNESS WHEREOF, the said Releasor has caused these presents to be signed by the Mayor, duly authorized, and its corporate seal affixed, this 1st day of June A.D., 1978.

Signed, sealed and delivered in the presence of:

Peter F. Burns
Peter F. Burns

Joseph Pannone
Joseph Pannone
ATTEST:

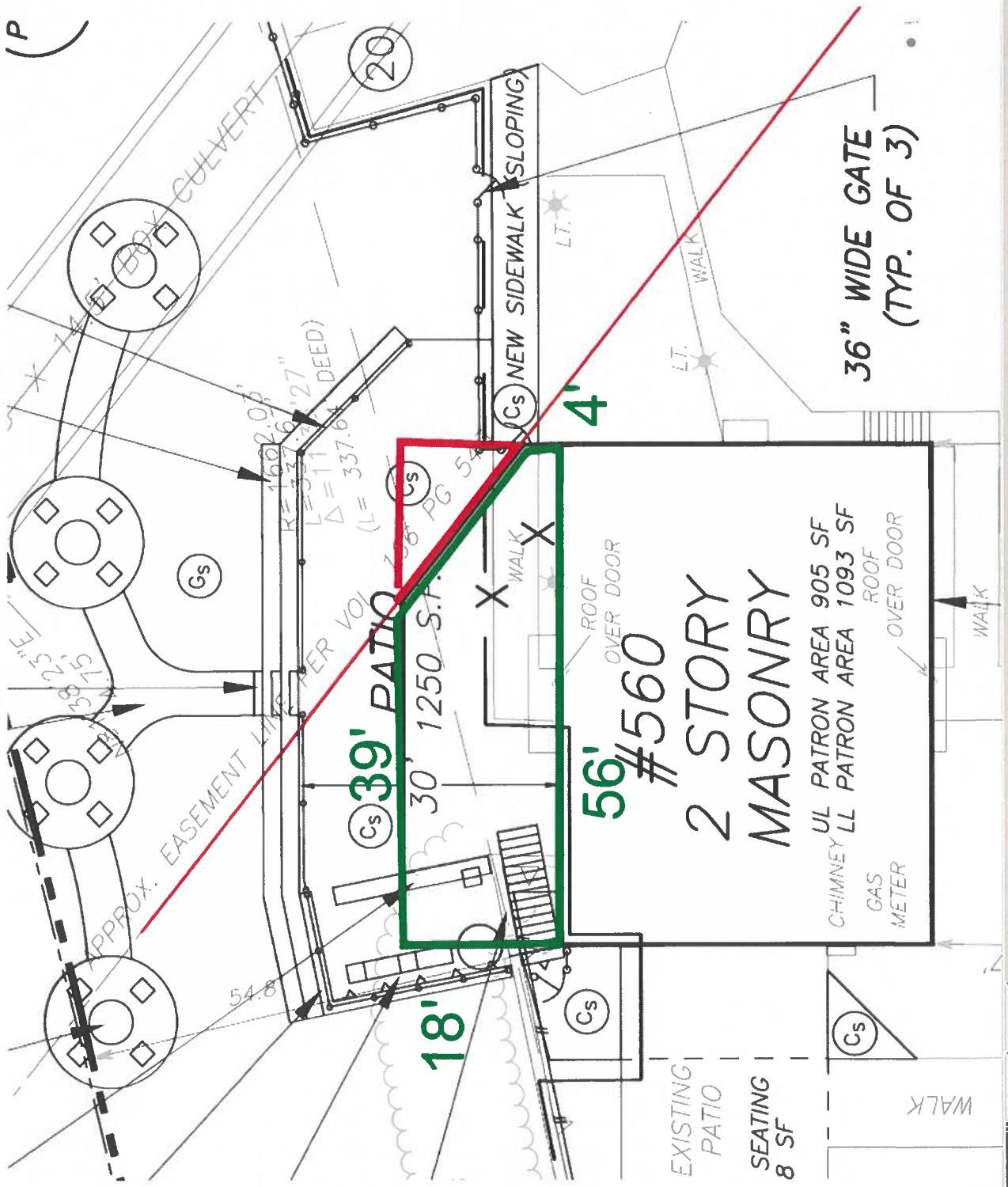
Edward Cooke
Edward Cooke
Clerk of Ansonia

CITY OF ANSONIA

Michael J. Adanti (L.S.)
Michael J. Adanti
Mayor of the City of Ansonia

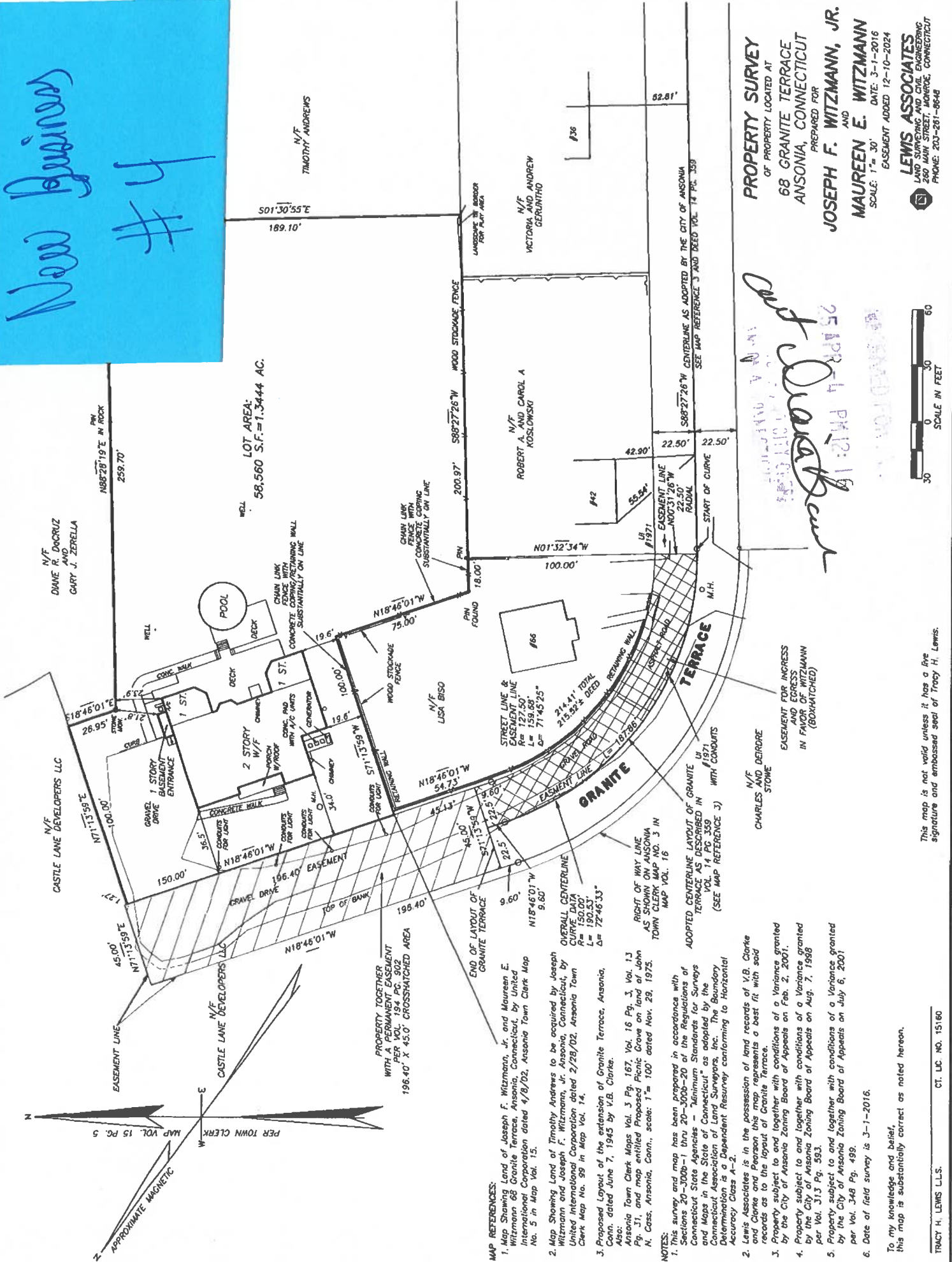
Approved for the
Ansonia Redevelopment Agency

William R. Shelton, Jr.
William R. Shelton, Jr.
Chairman



New Business

#4



PROPERTY SURVEY
OF PROPERTY LOCATED AT
68 GRANITE TERRACE
ANSONIA, CONNECTICUT

PREPARED FOR
JOSEPH F. WITZMANN, JR.
AND
MAUREEN E. WITZMANN
SCALE: 1" = 30'
DATE: 3-1-2016
EASEMENT ADDED 12-10-2024

LEWIS ASSOCIATES
LAND SURVEYING AND CIVIL ENGINEERING
280 MAIN STREET, MONROE, CONNECTICUT
PHONE: 203-261-8648



This map is not valid unless it has a live signature and embossed seal of Tracy H. Lewis.

TRACY H. LEWIS, L.L.S. CT. LIC. NO. 15160

MAP REFERENCES:

1. Map Showing Land of Joseph F. Witzmann, Jr. and Maureen E. Witzmann 68 Granite Terrace, Ansonia, Connecticut, by United International Corporation dated 4/8/02, Ansonia Town Clerk Map No. 5 in Map Vol. 15.
2. Map Showing Land of Timothy Andrews to be acquired by Joseph F. Witzmann and Joseph F. Witzmann, Jr. Ansonia, Connecticut, by United International Corporation dated 2/28/02, Ansonia Town Clerk Map No. 99 in Map Vol. 14.
3. Proposed Layout of the extension of Granite Terrace, Ansonia, Conn., dated June 7, 1945 by V.B. Clarke.
Also:
Ansonia Town Clerk Maps Vol. 3 Pg. 167, Vol. 16 Pg. 3, Vol. 13 Pg. 31, and map entitled Proposed Picnic Grove on land of John H. Cass, Ansonia, Conn., scale: 1" = 100' dated Nov. 29, 1975.

NOTES:

1. This survey and map has been prepared in accordance with Sections 20-300b-1 thru 20-300b-20 of the Regulations of Connecticut State Agencies - "Minimum Standards for Surveys and Maps in the State of Connecticut" as adopted by the Connecticut Association of Land Surveyors, Inc. The Boundary Determination is a Dependent Resurvey conforming to Horizontal Accuracy Class A-2.
2. Lewis Associates is in the possession of land records of V.B. Clarke and Clarke and Pearson this map represents a best fit with said records as to the layout of Granite Terrace.
3. Property subject to and together with conditions of a Variance granted by the City of Ansonia Zoning Board of Appeals on Feb. 2, 2001.
4. Property subject to and together with conditions of a Variance granted by the City of Ansonia Zoning Board of Appeals on Aug. 7, 1988 per Vol. 313 Pg. 593.
5. Property subject to and together with conditions of a Variance granted by the City of Ansonia Zoning Board of Appeals on July 6, 2001 per Vol. 348 Pg. 499.
6. Date of field survey is 3-1-2016.

To my knowledge and belief, this map is substantially correct as noted hereon.



City of Ansonia
PLANNING AND ZONING COMMISSION

08 JUN -5 PM 12:51

Madeline H. Buttrick
TOWN AND CITY CLERK
ANSONIA, CONNECTICUT

May 29, 2008

Steve Blume, President
Board of Aldermen
City of Ansonia
253 Main St.
Ansonia, Ct. 06401

Re: Section 8-24 CGS

Dear President Blume and Honorable Board Members:

Per Section 8-24 of the Connecticut General Statutes, the Planning and Zoning Commission has reviewed the referral listed below sent to them by your Board. The Commission hereby makes the following recommendation:

1. Portion of Granite Terrace considered a "paper street"

The Commission members voted to find favorably for the Referral for the sale of the road on Granite Terrace with the condition that any privately owned property beyond Mr. Witzman's property be afforded access.

Very truly yours,

Bartholomew R. Flaherty III
Bartholomew R. Flaherty III
Chairman

October 25, 2011

RECEIVED FOR FILE

11 OCT 26 PM 2:19

Madelaine St.
TOWN AND CITY CLERK
ANSONIA, CONNECTICUT

TO: Bartholomew R. Flaherty, III, Chair, Planning & Zoning Commission, City of Ansonia

FROM: Charles and Deirdre Stowe



RE: 23 Granite Terrace Paper Road Extension to Castle Lane

Please see attached copy of Ansonia Ordinance on the filing of an approved subd
The original 1988 Castle Lane sub-division plan was not completed, approved by
and zoning, and subsequently recorded in land records of the City of Ansonia.
our claim to the ownership of the paper road as transferred from the original c

Sincerely,

Charles Stowe

Deirdre Stowe

Charles and Deirdre Stowe
23 Granite Terrace
Ansonia, CT 06401

ARTICLE IV. - SUBDIVISION PLAN

Within one year of conditional approval of the preliminary plan, except where such conditional approval is not required, the applicant shall file an application for final approval of the proposed subdivision with the planning commission. The application procedure shall be in accordance with all requirements of this article.

(Ord. of 7-1-75, Art. IV)

Sec. 25-29. - Proper installation of improvements and release of bond.

Upon completion of all required improvements to the satisfaction of the city engineer and the planning commission, certification of accurate monument location by the developer's surveyor, delivery of instruments of street easement dedication satisfactory to the corporation counsel, and fulfillment of requirement or condition of approval, the commission shall recommend to the board of aldermen that the surety company and principal be released of their liability in the performance bond. If the improvements are not installed as required, the commission may recommend to the board of aldermen that the bond be declared in default and the surety company be called upon to perform.

No subdivision plan which may be an extension, part, or section of a previously recorded plan, no new plan, regardless of location, shall be approved by the commission if the subdivider has not complied with the construction of all of the required improvements in a previously recorded plan by him for approval. As a condition for the approval of such plan, the commission shall require that the conditions of the former agreement be met by the subdivider before the commission shall take action on the plan.

Sec. 25-30. - Filing of approved subdivision plan.

Upon completion of the above requirements and notation to that effect upon the preliminary plan, the plan shall be deemed to have final approval, shall be properly signed by the appropriate officer of the planning commission, and shall be filed by the applicant in the land records of the City of Ansonia. If the plan is not filed or recorded within ninety (90) days of the date upon which such plan is approved, the plan shall become null and void.

(Ord. of 7-1-75, Art. IV, § 12)



City of Ansonia

CONNECTICUT 06401
BOARD OF ALDERMEN

RECEIVED FOR FILE

08 MAY 15 PM 12:40

Ronda Hantel
TOWN AND CITY CLERK
ANSONIA, CONNECTICUT
Act

MEETING SCHEDULE
2ND TUESDAY OF THE MONTH
ALDERMANIC CHAMBERS
7:00 P.M.

May 15, 2008

TO: Bartholomew R. Flaherty III, Chairman
Planning & Zoning Commission

FROM: Board of Aldermen Regular Meeting of May 13, 2008

RE: **GRANITE TERRACE/SECTION 8-24 REFERRAL**

Dear Mr. Flaherty:

The Board of Aldermen, at their regular meeting of May 13, 2008, voted to refer the matter of the purchase of a portion of Granite Terrace to the Planning and Zoning Commission pursuant to CGS Section 8-24 for your approval (resolution enclosed).

Very truly yours,

BOARD OF ALDERMEN

Madeline H. Bottone

Madeline H. Bottone
Town and City Clerk

Encl.



PRINTED ON RECYCLED PAPER

RESOLUTION

City of Ansonia

Aldermen Eugene Sharkey

6th Ward

Alderman Stephen Blume

, of the 7th Ward

Ward, introduced

the following Resolution:

Granite Terrace

Resolved,

Referral to Planning and Zoning pursuant to

Connecticut General Statute Section 8-24

WHEREAS; an interest has been shown by a contiguous land owner to purchase from the City of Ansonia a portion of a Granite Terrace;

WHEREAS; the portion of Granite Terrace is consider a "paper street";

WHEREAS; the Community Property/Sales and Land Trust Committee met on May 6, 2008, voting in favor of selling the parcel of property pursuant to Ansonia City Code § 2-125;

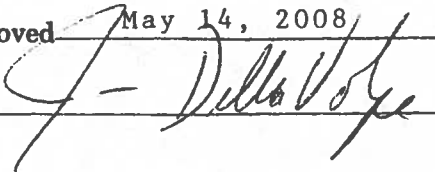
WHEREAS; the Board of Aldermen, pursuant to Ansonia City Code § 2-125, seek to sell the afore mentioned parcel of property;

WHEREAS; pursuant to Ansonia City Code § 2-125, in part, and pursuant to C.G.S. § 8-24, the Board of Aldermen seeks input from the City of Ansonia Planning and Zoning Commission;

NOW THEREFORE; BE IT RESOLVED, that the Board of Aldermen hereby seeks input from the City of Ansonia Planning and Zoning Commission, pursuant to C.G.S § 8-24, regarding the sale of the parcel of property known, in part, as Granite Terrace, and pursuant to the procedures set forth in Section 2-125 of the Ansonia City Code.

Approved

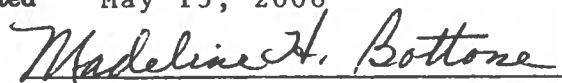
May 14, 2008



Mayor

Adopted

May 13, 2008



City Clerk

(OVER)