

**EXHIBIT C**

**MAXIMUM ALLOWABLE FLOW**

Maximum allowable flow (annual average daily): 0.65 mgd

90% of maximum allowable flow: 0.585 mgd

When the annual average daily flow of any calendar year from Wilton exceeds 90% of the maximum allowable flow, Wilton and Norwalk shall meet, within six months, to determine appropriate action.

construed and enforced as if the unlawful or invalid clause or provision had not been contained within the Agreement.

4.4 Status of Legal Representatives, Successors and Assigns. Norwalk and Wilton agree that each one of the benefits and burdens of this Agreement shall inure to and be binding upon the respective legal representatives, successors and assigns of both municipalities; however under the terms of this Agreement, Wilton may not assign any portion of this Agreement without the express written consent of Norwalk.

4.5 Amendments to the Agreement. The terms of this Agreement and its Exhibits may be amended provided that such amendments are in writing and executed in the same manner as this Agreement.

4.6 Waiver. The failure of Wilton or Norwalk to exercise any right pursuant to this Agreement shall not be deemed a waiver of such right, and shall not affect the right of either party to exercise that right at some future time.

4.7 Term. This Agreement shall be binding on the parties for a period of 20 years or as required by any state, local or federal statute or regulation.

4.8 Termination. This Agreement may be terminated by either party in the event of significantly changed circumstances arising from the costs to either party creating a recognizable economic hardship and the parties fail to reach agreement on an amendment that addresses such economic hardship. The party terminating shall provide at least 90 days written notice, sent via certified mail, return receipt requested, or other verifiable method of delivery. The notice of termination shall state the nature of the significant change in circumstance and the manner in which continued compliance with the terms of the Agreement would result in a recognizable economic hardship to the terminating party.

4.9 Continued Service. Norwalk shall continue to provide services to Wilton as provided for in the Agreement, and this Agreement shall continue to govern the rights and responsibilities of the parties during any dispute pursuant to this Agreement, or after receipt of notice of termination of service until such time as the dispute is resolved, a new agreement is negotiated or Wilton ceases to send its discharge to the Norwalk system.

4.10 Arbitration. Any controversy, claim or challenge arising out of or relating to this Agreement, or any alleged breach of the Agreement shall be settled through the use of arbitration in accordance with the then-applicable rules of the American Arbitration Association. Any such arbitration shall be conducted at a location within Connecticut agreed to by the parties. In the event the parties are unable to reach agreement on location, the arbitration shall take place in Bridgeport, CT. Judgment pursuant to any arbitration award may be rendered in any court having jurisdiction over the parties or application may be made to any court for judicial acceptance and entry of the arbitration award, or for an order of enforcement.

**Summary of WPCA Actions from 2019 through 2023**

**When presented with a request to increase use for properties already connected to the sanitary sewers, the WPCA approved them unanimously in one night.**

<b>Date</b>	<b>Address</b>	<b>Vote</b>	<b>Proposal</b>
July 17, 2019	300 Danbury Road	APPROVED 3-0	72 Apartments 23,000sf Retail
April 8, 2020	200 Danbury Road	APPROVED 4-0	25 Apartments 16,244sf Retail/Office
May 12, 2021	2 Hollyhock Road	APPROVED 4-0	18 Apartments
February 24, 2022	141 Danbury Road	APPROVED 5-0	173 Apartments
June 14, 2023	One Cannondale Way	APPROVED 5-0	120 Room Hotel
June 14, 2023	12 Godfrey Place	APPROVED 5-0	40 Apartments
September 13, 2023	241 Danbury Road	APPROVED 5-0	Church Addition

*Version date: February 14, 2024*

**TOWN OF WILTON, CONNECTICUT  
STATEMENT OF NET POSITION  
PROPRIETARY FUND  
JUNE 30, 2022**

	Business-Type Activities - Enterprise Funds			Governmental Activities
	Major Fund Water Pollution Control Authority	Transfer Station	Total	Internal Service Funds
<b>ASSETS</b>				
<b>CURRENT ASSETS</b>				
Cash and Cash Equivalents	\$ 7,183,014	\$ 275,501	\$ 7,458,515	\$ 2,540,477
Investments	248,091	-	248,091	-
Accounts Receivable, Net	19,622	51,944	71,566	-
Due from Other Funds	263,290	-	263,290	1,050,707
Other	-	80	80	-
Total Current Assets	7,714,017	327,525	8,041,542	3,591,184
<b>NONCURRENT ASSETS</b>				
Receivables - Special Assessments and Connection Charges, Net	2,345,215	-	2,345,215	-
Capital Assets, Nondepreciable	-	128,956	128,956	-
Capital Assets, Net of Accumulated Depreciation	3,381,766	-	3,381,766	-
Total Noncurrent Assets	5,726,981	128,956	5,855,937	-
Total Assets	13,440,998	456,481	13,897,479	3,591,184
<b>LIABILITIES</b>				
<b>CURRENT LIABILITIES</b>				
Accounts Payable and Accrued Items Due to Other Funds	9,854	96,423	106,277	175,793
Current Portion of Claims Payable	-	-	-	1,234,001
Total Current Liabilities	9,854	559,016	568,870	1,409,794
<b>NONCURRENT LIABILITIES</b>				
Claims Payable	-	-	-	418,565
Total Noncurrent Liabilities	-	-	-	418,565
Total Liabilities	9,854	559,016	568,870	1,828,359
<b>NET POSITION</b>				
Investment In Capital Assets Restricted For Maintenance	3,381,766	128,956	3,510,722	-
Unrestricted	10,049,378	(231,491)	9,817,887	1,762,825
Total Net Position	\$ 13,431,144	\$ (102,535)	\$ 13,328,609	\$ 1,762,825

See accompanying Notes to Financial Statements.

## EXECUTIVE SUMMARY - Influent Flow

