



**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: Matt Hart, Town Manager *MWH*
CC: Maria Capriola, Assistant Town Manager; John Carrington, Director of Public Works; Derek Dilaj, Assistant Town Engineer
Date: May 26, 2015
Re: WPCA, Community Sewer Agreement between Storrs Center Phase III and Town of Mansfield and Application to Connect with Sewer

Subject Matter/Background

The Town of Mansfield has traditionally managed community sewage systems (CSS) in Mansfield via an agreement that sets up both maintenance and system replacement funds that the town holds on behalf of the owners. The Town currently administers several community systems for private collection systems and/or pumping stations, namely, Freedom Green, Ledgebrook, Eastbrook Heights and most recently Knollwood Apartments. The Town does not own and operate these systems; however, the Town administers two accounts to ensure the appropriate operation and maintenance of the system.

The Storrs Center Phase III – Main Street Homes collection system and pump station meet the state's criteria for a community sewage system; the collection system and pumping station will be owned and operated by a homeowner's association, and the Town has to ensure its effective management. Further, the Storrs Center Phase III – Main Street homes collection system is proposed to be located under private roadways. As a result, a community sewage system agreement should be in place to protect the Town's interest.

Attached is a proposed CSS agreement for the Storrs Center Phase III collection system and pumping station.

According to Code of Ordinances paragraph 159-4B, the owner(s) or his or her agent shall make application on a special form furnished by the Town. The permit application shall be supplemented by any plans, specifications or other information considered pertinent in the judgment of the Director of Public Works. A permit and inspection fee of \$50 for a residential or commercial building sewer permit and \$100 for an industrial building sewer permit shall be paid to the Town at the time the application is filed.

Financial Impact

All costs of the Phase III collection system, pumping station and force main would be borne by the developer. The Town will administer the CSS agreement and maintenance/replacement funds, as maintenance reports have to be submitted twice a year for review. The administrative/engineering costs for all wastewater customers are already considered in the development of the annual UConn Water and Sewer Budget and Willimantic Sewer Budget. Administering an additional CSS agreement will not add any significant cost to the Town.

The application to connect with sewer has a fee of \$50.

Legal Review

As the proposed CSS agreement for Storrs Center Phase III complies with our standard form and the Application to Connect with Sewer is our standard form, we have not asked for a separate legal review of this proposal.

Recommendation

Staff recommends:

1. That the Town Council acting as the Water Pollution Control Authority authorize Matthew W. Hart, Town Manager, to execute the Community Sewer System Agreement for Storrs Center Phase III.
2. That the Town Council acting as the Water Pollution Control Authority authorize the Director of Public Works to issue a permit to connect with the sewer.

If the Town Council acting as the Water Pollution Control Authority supports this recommendation, the following motions are in order:

Move, effective May 26, 2015, to authorize Matthew W. Hart, Town Manager, to execute the attached Community Sewer System Operation and Maintenance Agreement between the Water Pollution Control Authority of the Town of Mansfield and Storrs Center Phase III, LLC.

Move, effective May 26, 2015, to authorize the Director of Public Works to issue a permit to Main Street Homes – Storrs, LLC to connect to the Town's sewer collection system.

Attachments

- 1) Chapter 159. Sewers and Water – Article I. Sewer Use – 159-4. Building Sewers and Connections
- 2) Draft Community Sewer Service Agreement between Town of Mansfield and Main Street Homes-Storrs, LLC
- 3) Application No. 2015-02 to Connect With Sewer

Chapter 159. Sewers and Water

Article I. Sewer Use

§ 159-4. Building sewers and connections.

- A. No person shall uncover, make any connections with or opening into, use, alter or disturb any public sewer or appurtenance unless authorized by the Director. Any person proposing a new discharge into the system or a substantial change in the volume or character of pollutants that are being discharged into the system shall notify the Director at least 45 days prior to the proposed change or connection.
[Amended 2-13-1979, effective 3-10-1979]
- B. There shall be two classes of building sewer permits: for residential and commercial service and for service to establishments producing industrial wastes. In either case, the owner(s) or his or her agent shall make application on a special form furnished by the town. The permit application shall be supplemented by any plans, specifications or other information considered pertinent in the judgment of the Director. A permit and inspection fee of \$50 for a residential or commercial building sewer permit and \$100 for an industrial building sewer permit shall be paid to the town at the time the application is filed.
- C. All costs and expenses incidental to the installation and connection of the building sewer shall be borne by the owner(s). The owner(s) shall indemnify the town for any loss or damage that may directly or indirectly be occasioned by the installation of the building sewer.
- D. A separate and independent building sewer shall be provided for every building; except where one building stands upon a lot having no frontage and located at the rear of another building on a lot having frontage and no private sewer is available or can be constructed to the rear building through an adjoining alley, court, yard or driveway, then in such case the front building sewer may be extended to the rear building and the whole considered as one building sewer, but the town does not and will not assume any responsibility for damage caused by or resulting from any such single connection aforementioned.
- E. Old building sewers may be used in connection with new buildings only when they are found, on examination and test by the Director, to meet all requirements of this article.
- F. The size, slope, alignment, materials of construction of a building sewer and the methods to be used in excavating, placing of the pipe, jointing, testing and backfilling the trench shall all conform to the requirements established by the Director. In the absence of such requirements or in amplification thereof, the materials and procedures set forth in appropriate specifications of the ASTM and WPCF Manual of Practice No. 9 shall apply.
- G. Whenever possible, the building sewer shall be brought to the building at an elevation below the basement floor. In all buildings in which any building drain is too low to permit gravity flow to the

public sewer, sanitary sewage carried by such building drain shall be lifted by an approved means and discharged to the building sewer.

- H. No person(s) shall make connection of roof downspouts, foundation drains, areaway drains or other sources of surface runoff or groundwater to a building sewer or building drain which in turn is connected directly or indirectly to a public sanitary sewer unless such connection is approved by the Director for purposes of disposal of polluted surface drainage.
- I. The connection of the building sewer into the public sewer shall conform to the requirements of the Director and those procedures set forth in appropriate specifications of the ASTM and the WPCF Manual of Practice No. 9. All such connections shall be made gastight and watertight and verified by testing as required by the Director. Any deviation from the prescribed procedures and materials must be approved by the Director before installation.
- J. The applicant for the building sewer permit shall notify the Director when the building sewer is ready for inspection and connection to the public sewer. The connection and testing shall be made under the supervision of the Director or his or her representative.
- K. All excavations for building sewer installation shall be adequately guarded with barricades and lights so as to protect the public from hazard. Streets, sidewalks, parkways and other public property disturbed in the course of the work shall be restored in a manner satisfactory to the town.

Main Street Homes-Storrs, LLC

Water Pollution Control Authority
Town of Mansfield

Community Sewer System
Operation and Maintenance Agreement

This Agreement made and entered into on the _____ day of _____, 2015, between:

The Mansfield Water Pollution Control Authority, herein after referred to as the "WPCA" and the owner, Main Street Homes-Storrs, LLC, hereinafter referred to as the "Owner".

WITNESSETH:

WHEREAS, the OWNER has made application to the WPCA to construct and operate a privately owned, operated and maintained community sewer system to serve up to 42 one and two bedroom units, with a maximum projected peak hour flow of 13,250 gallons per day discharging up to 46 gallons per minute to the Town's existing sanitary sewer collection system located on the road known as or formerly known as East Side Access Road. Said private system is to be constructed on land of the OWNER as more particularly set forth and referenced in items I.A.1 and I.A.2 herein below, located on the east side of the road known as or formerly known as East Side Access Road.

WHEREAS, Section 7-246f (a) of the Connecticut General Statutes places the ultimate responsibility for ensuring the effective management of this community sewerage system with the WPCA and Section 7-246f(b) authorizes the WPCA to act upon default on behalf of the OWNER, and

WHEREAS, the WPCA and the OWNER as desirous of assuring that this private community sewerage system is operated and maintained in accordance with all applicable federal, state, and local regulations and Section 7-246f(a) of the Connecticut General Statutes.

WHEREAS, the OWNER has obtained approval from the University of Connecticut to connect to the Town's collection system that ultimately discharges to the University of Connecticut's sewer system, said approval being stated in a letter attached hereto as Appendix "A".

NOW THEREFORE, in consideration of the mutual promises herein contained, each to the other, the parties agree as follows:

I. The OWNER agrees:

- A. to Construct the private community sewerage system at his own expense in accordance with the following documents:
 - 1. The referenced plan sheets, entitled: "Storrs Center Zoning Permit Approval Plans for Phase III Development Main Street Homes, Mansfield, Connecticut" Dated March 26, 2015 with revisions dated April 23, 2015.
 - 2. No change shall be made to any of the work outlined in said plans or to the items specified in said booklet without the written approval of the Director of Public Works of the Town of Mansfield.

- B. To operate and maintain the private community sewerage system in accordance with all conditions of this agreement and all applicable federal, state, and local standards, regulations and laws pertaining to sanitary sewerage systems, and in accordance with standard maintenance practices as defined in the current edition of the Water Pollution Control Federation's Manual of Practice No. 7, entitled "Operation and Maintenance of Wastewater Collection Systems " and to secure the services of a mutually agreed upon engineering firm to report on said operation and maintenance as outlined herein.

II. OPERATION AND MAINTENANCE FUND

- A. The OWNER agrees to establish an escrow fund with the WPCA for the operation and maintenance of the community sewerage system, said fund to be called the OPERATION AND MAINTENANCE FUND, the fiscal year of said fund will be July 1 to June 30. The OWNER shall pay into this account forthwith one full year's estimated operation and maintenance cost for the sewerage system, including the full year's estimated cost of the services of a mutually acceptable engineering firm to review and report to the WPCA on the operation and maintenance of the system, and repair and maintenance work as recommended by said firm, and any direct costs incurred by the Town of Mansfield in carrying out its responsibilities herein establish, or \$6,000, whichever is more. Thereafter, an annual payment shall be made on September 1, the amount of which shall be set by the Director of Finance after review of the preceding fiscal year's operating and maintenance expenses. This payment shall be sufficient to cover the foregoing expenses for that current fiscal year.
- B. Payments shall be made out of the Operation and Maintenance Fund by the Town of Mansfield Director of Finance only. Payments for operation, maintenance and engineering as recommended in Section I.B above, shall be disbursed from the fund only when requests for payment are accompanied by appropriate invoices and detailed description of the work accomplished, and requests are submitted within 90 days of actual date of completion of work. Alternatively, the OWNER may leave the original fund intact without either drawing the fund down and replenishing it annually to adjust for Operation and Maintenance expenses as set forth in Section I.B. In this case the OWNER shall pay the costs of Operation and Maintenance directly but will still be responsible for complete reporting the WPCA as described herein. Direct costs incurred by the Town of Mansfield for administration, management and/or enforcement of the provisions herein established shall be deducted from the fund based on vouchers submitted by the Department of Public Works provided that said vouchers shall be made available to the OWNER for their review, and only after written notice of default has been delivered to the OWNER and the OWNER has not corrected all deficiencies pertaining to provisions herein established within 60 days after such notice. However, in the event of an emergency where public health regulations may be violated by a system malfunction, the Town retains the right to act immediately on behalf of the OWNER and to charge the OPERATION MAINTENANCE FUND for any responsible costs incurred by the Town related to the emergency.
- C. The OWNER agrees to make an additional interim payment in the event that the foregoing expenses during the year exceed the available balance in the OPERATION AND MAINTENANCE FUND. In that event, no payment shall be made from said fund for said expenditures until such times as said interim payment has been received from the OWNER equal to or greater than the estimated remaining fiscal year expenditures, as determined by the Town of Mansfield Director of Finance.

III. SINKING FUND

- A. The OWNER agrees to establish a SINKING FUND with the WPCA to provide for the replacement of major components of the community sewerage system at the end of their estimated serviceable life, as set forth in Schedule "A" and Schedule "B", appended hereto. Said fund is to be called the SINKING FUND, and interest income shall accrue to the fund. Payments into this SINKING FUND are to be made annually commencing on the July 1 first occurring after the signing of this Agreement in an amount which shall be established to reflect cost of replacement, serviceable life, and increase in construction costs, as set forth in Schedule "A" and Schedule "B", appended hereto. After completion of the sewer connection, the amount of the annual payment into the SINKING FUND, and the total amount which is on deposit in said account shall be reviewed annually to assure that:
- i. The amount of the annual payment is sufficient to provide for the ultimate replacement of said major components at the end of their estimated serviceable life without providing for the collection of excess monies, and,
 - ii. The basis upon which said replacement cost is estimated, as set forth in Schedule "A" and Schedule "B", appended hereto, remain true.
- B. Payments from the SINKING FUND shall be only for capital items meeting the tests of:
- i. Minimum dollar cost

The item shall represent a major expense not readily chargeable to the OPERATION AND MAINTENANCE FUND, and
 - ii. Serviceable Life

The expenditure shall be for items which extend the serviceable life of the system, and not for items which represent ongoing repair and maintenance items.
- C. Each such invoice chargeable to the SINKING FUND and meeting the above tests shall be accompanied by a certification from the engineering firm representing the OWNER, insuring that the above provisions are met, and shall be approved by the WPCA. Requests for payment shall be submitted to the Town of Mansfield and each invoice shall be accompanied by a detailed description of the expense incurred. Funds will be disbursed out of the SINKING FUND by the Town of Mansfield Director of Finance only, in accordance with provisions stated herein
- D. Each fund provided for herein shall be in the name of the Town of Mansfield. Withdrawals shall be made only by the Town of Mansfield Director of Finance upon invoices submitted to him by the OWNER or, in the event of default by the OWNER as provided for herein, by the WPCA.

IV. REPORTING

- A. The OWNER shall forward to the WPCA, semi-annual operation and maintenance reports of any and all routine, emergency, and preventative maintenance work done on the system, whether by the OWNER'S own forces or by contracted services, and any and

all work recommended to be done said system. Said report shall be written in a form approved by the WPCA and shall be timely submitted to the WPCA, on the first business day of January and July. The report shall be prepared by the OWNER and shall use Manual of Practice #7 described in paragraph I.B above as a guide for reporting.

- B. The OWNER shall furnish the WPCA with copies of all reports and notices filed with or received from the State or any other agencies, persons, or firms regarding the system's operation, maintenance or condition upon receipt by the OWNER.
- C. The OWNER shall operate and maintain the system utilizing maintenance services provided by the OWNER to the extent that said semi-annual reports provided to the WPCA by the OWNER show satisfactory operation and maintenance of the system on a continuing basis, otherwise, if unsatisfactory to the WPCA such maintenance and operation of said system shall be contracted with a mutually agreed firm qualified to operate said system and to perform required maintenance on said system.
- D. The OWNER shall comply in all respects with the provisions of Section 7-246f of the Connecticut General Statutes, including any necessary revision to this Agreement that may arise from shared use of the major system components by other users added to the system after the date of signing of this Agreement.
- E. The OWNER shall obtain a permit to discharge as provided by Section 22a-430 of the Connecticut General Statutes, and the OWNER shall certify to the WPCA and the Building Official of the Town that a permit to discharge has been obtained.
- F. Both Parties agree:
 - i. That it is not intended that the WPCA will own or operate or maintain said community system unless there is a default by the OWNER, or by their heirs, successors, or assigns, in which event, the WPCA may take whatever steps necessary to operate the system in conformity with this Agreement and the applicable federal, state, and local standards, regulations, and laws as set further in Paragraph I.B above and especially Section 7-246f(b) of the Connecticut General Statutes, in which event the WPCA shall have an irrevocable power to contract in the name of the OWNER for the purpose of operating and maintaining the system, and in the event that such Operation and Maintenance Escrow Fund is insufficient for such purposes, then the WPCA may assess such deficiency against the OWNER. There shall be a delinquency charge of one percent per month, together with reasonable attorney's fee, administrative costs and all other costs in the event that it becomes necessary for the WPCA to collect any unpaid assessment.
 - ii. The parties recognize that the Connecticut Department of Energy and Protection and other federal and state agencies may have jurisdiction over said community sewerage system and its operation and may have the final decision as to whether corrective actions or changes are made. Any such actions or changes agreed upon by the parties are subject to such regulatory agency's approval.
 - iii. The parties recognize that notwithstanding the term of this Agreement, the provision of Chapter 103 of the Connecticut General Statutes and, in particular,

Section 7-246(f) of the General Statutes control actions of the parties regarding the community sewerage system and that, where in conflict with the terms of this Agreement, the provision of the statute shall prevail.

G. TERM AND ASSIGNABILITY:

This Agreement shall run with the land, be binding upon the OWNER'S heirs, successors and assigns and shall be recorded in the Mansfield Land Records.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above.

WITNESSES:

WPCA

By _____

Name Matthew W. Hart
Its Town Manager

WITNESSES:

Main Street Homes-Storrs, LLC

By _____

Name

Its _____
(Title)

State of Connecticut

(WPCA)

County of Tolland ss. Mansfield

On this the ____ day of _____, 2015, before me, _____,

The undersigned officer, personally appeared _____, who acknowledged himself to be the _____ of _____, a corporation and that he as such _____, being authorized to do so, executed the foregoing instrument for the purposes contained therein, by signing the name of the corporation by himself as _____

IN WITNESS WHEREOF, I hereunto set my hand and seal.

Name

Title

State of Connecticut

(Main Street Homes-Storrs, LLC)

County of Tolland ss. Mansfield

On this the ____ day of _____, 2015, before me, _____,

The undersigned officer, personally appeared _____, who acknowledged himself to be the _____ of _____, a corporation and that he as such _____, being authorized to do so, executed the foregoing instrument for the purposes contained therein, by signing the name of the corporation by himself as _____

IN WITNESS WHEREOF, I hereunto set my hand and seal.

Name

Title

Schedule A

Main Street Homes-Storrs, LLC

Schedule "A"

Estimated Replacement Cost of Major Components of System

Item #	Description	Unit	Unit Price (\$)	Cost (\$)
1	Pumping Station & Wet Well	LS	\$81,000	\$81,,000
2	3" PVC Force Main	LF	\$45	\$10,800
3	6" gravity PVC pipe (includes backfill and pavement)	LF	\$50	\$12,000
4	Pumping Station Generator	LS	\$26,000	\$26,000
5	Pumping Station Control / ATS	LS	\$25,000	\$25,000
			Total	\$154,800

Projected basis of replacement cost at end of useful life:

- A. Estimated useful life is 25 years.
- B. Annual increase in construction costs is estimated at 5% per year.
- C. Therefore, the cost of replacement of the system after 25 years will be:

$$\text{Replacement Cost (Year 25)} = \text{Construction Cost} \times 1.05^{24}$$

Schedule B

Main Street Homes-Storrs, LLC

Schedule "B"

Determination of Semi-annual Payment
to
Sinking Fund Escrow Account

Based on 25 year useful life for half the system and an interest rate of 5%:

Annual payment:

$$\frac{i}{(1+i)^n} - 1 \times \text{Inflated Cost} = \text{Annual Cost}$$

Appendix A

Execution Version

SEWER SERVICE AGREEMENT

by and between

THE UNIVERSITY OF CONNECTICUT

And

STORRS CENTER ALLIANCE, LLC

Dated November 21st, 2006

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List of Exhibits

Exhibit A Description of Project Area

Exhibit B Form of Assignment and Assumption Agreement

SEWER SERVICE AGREEMENT

This SEWER SERVICE AGREEMENT (this "Agreement") is made as of the 21st day of November, 2006, by and between the UNIVERSITY OF CONNECTICUT, a constituent unit of the state system of public higher education having an office and place of business at 352 Mansfield Road, Storrs, Connecticut (together with any successor, "Supplier"), and STORRS CENTER ALLIANCE, LLC, a Connecticut limited liability company having an address in care of LeylandAlliance LLC, 16 Sterling Lake Road, Tuxedo, New York 10987 ("Master Developer"). Certain capitalized terms used in this Agreement are defined in Section 28 hereof.

RECITALS

A. Master Developer intends to develop a project in the area of downtown Mansfield to be known as Storrs Center in a manner consistent with the Municipal Development Plan for Storrs Center, dated August 25, 2005 (the "MDP"), to be located on certain pieces or parcels of land described in Exhibit A (the "Project") and located in the Town of Mansfield adjacent to or in the vicinity of Connecticut State Route 195 and the campus of the University of Connecticut (the parcels depicted in Exhibit A being the "Project Area").

B. Supplier currently provides sewer services to certain Persons in Mansfield. Master Developer has requested that Supplier allow the Project to be hooked up to the Supplier's sewer system and Supplier provide sewer services (collectively, "Sewer Services") to the Project and Supplier has agreed to do so pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Sewer Services.

(a) Subject to the terms and conditions of this Agreement and the Rules and Regulations, beginning on the Commencement Date and continuing thereafter Supplier agrees to supply Sewer Services to the Project Area.

(b) Supplier shall perform its obligations hereunder in compliance, in all material respects, with all Laws applicable to Supplier.

(c) During the construction phase of the Project, Master Developer agrees to provide Supplier from time to time with an estimate of any significant changes in the capacity of Sewer Services desired for the Project as compared to the capacity indicated in the scope of the Project in the MDP.

2. Life of the Agreement. Subject to the terms and conditions hereof, this Agreement shall continue in effect for so long as the Project requires sewer services.

3. Sewer System Construction: Expansion.

(a) Master Developer, acting in cooperation with the Supplier, shall construct within the Project Area all Sewer Laterals, the Sewer Extensions and all other sewer service facilities necessary to connect the Project Area to Supplier's sewer line connection, in accordance with plans and specifications to be approved by the Supplier, such approvals not to be unreasonably withheld or delayed.

(b) Supplier shall construct all sewer service facilities up to the property lines of (but not within) the Project Area, necessary to connect the Sewer Extension to the Supplier Connection, in a manner reasonably satisfactory to Master Developer, in order to facilitate the proper delivery of Sewer Services contemplated by this Agreement.

(c) Master Developer acknowledges that Supplier is presently evaluating the short- and long-term capital needs of the entire Sewer System, including, without limitation, anticipated changes in demand from the University of Connecticut and other customers of the Sewer System, together with the capacity demands anticipated by each phase of the Project. Upon completion of this evaluation, Supplier intends to determine the need for, and to pursue completion of, any necessary capital repairs, improvements or expansions to the Sewer System ("System Improvements"). The parties agree to cooperate in all reasonable respects in the design and installation of the infrastructure improvements contemplated by this Agreement, including without limitation the System Improvements, but Master Developer shall not be responsible for the costs of System Improvements, other than those improvements referenced in Section 3(a), unless and to the extent, if at all, that Master Developer specifically agrees in writing to assume some or all of such costs.

4. Installation Cost for Sewer System.

(a) Master Developer shall be responsible for the cost of acquiring and installing the improvements described in Section 3(a).

(b) Supplier shall be responsible for the cost of acquiring and installing the improvements described in Sections 3(b) and 3(c).

(c) Master Developer shall provide a sewer easement in customary form in favor of Supplier to monitor and maintain Supplier owned facilities on private property.

5. Agreement as to Roadway. Master Developer agrees to have all roadway within the Project Area graded to within twelve (12) inches of finished grade and to have grade and line to street clearly marked prior to pipe installation. Roadways shall be suitable for passage by heavy vehicles and for stringing pipe where practicable. If at any time prior to acceptance by the

Town of the street in which the pipe shall be laid, grades of the roadway are changed, Master Developer shall reimburse Supplier the full cost of any adjustments incurred by Supplier in elevation of the pipe or other plant that may be necessary because of such changes.

6. Inspection. After Master Developer and Supplier have completed their respective construction of sewer piping and drainage necessary for the services contemplated herein, connection to the Supplier Connection shall not occur until a reasonably satisfactory inspection of the installed improvements is made by Supplier or its agents and Master Developer shall have paid or caused to be paid the inspection fees and other charges reasonably imposed by Supplier in connection therewith.

7. Conformance to Supplier Rules and Regulations. This Agreement is subject to and shall conform to the Rules and Regulations of Supplier, if any, presently in force, and as such Rules and Regulations may be amended from time to time. The Rules and Regulations are hereby incorporated into this Agreement in full. In the event of any conflict or inconsistency between the Rules and Regulations and this Agreement, the Rules and Regulations shall govern and control, except to the extent that any future amendments would materially and adversely affect Master Developer's rights under Sections 1 through 4, 6 through 11, 13, 16 through 23 and 26 through 29.

8. Ownership of Sewer System Equipment. All Sewer Laterals shall become the responsibility of the Person who owns the Premises served, with all rights and responsibilities associated therewith, including any and all repair, maintenance and use charges applicable, and any legal or other actions stemming from or related to its use. The Sewer Extension shall be the property of Supplier. Master Developer agrees to execute and deliver such confirmatory instruments of title and transfer as Supplier may reasonably request.

9. Operation and Maintenance of the Supplier's Sewer System. The Supplier shall operate, maintain, service, and repair the Sewer System that it owns, at its sole cost, excluding any repairs, replacements and maintenance required to those portions of the Sewer System installed by Master Developer within one year of completion of its installation. The Supplier shall have the sole and exclusive right to operate and control the Sewer System in such manner to provide Sewer Services to Customers and to other projects now or hereafter owned or served by the Supplier. Subject to its obligations hereunder, the Supplier shall have no obligation with regard to repairs, replacements or maintenance of the Sewer Laterals and appurtenances thereto, which are the property of the Master Developer or the Person who owns the Premises served.

10. Sewer Charges.

(a) All Customers within the Project Area shall pay to Supplier, when due, Supplier's then current sewer use charges as billed by Supplier, which shall be generally based upon water consumption as indicated on the meter horn installed pursuant to a certain Water Supply Agreement dated as of even date herewith.

(b) In addition to the above sewer use charge, each property owner within the Project Area shall pay Supplier's then current sanitary sewer outlet charge, paid at the time of connection.

(c) All sewer use, connection and other charges shall be established by Supplier from time to time in its commercially reasonable discretion with due consideration for charges imposed for sewer service by other comparable sewer systems in the region.

11. Billing: Payment. Supplier shall provide each Customer with a statement for Sewer Services, charging each Customer for the sewer use, connection and other charges contemplated by Section 10 above, in accordance with Supplier's standard billing practices for its customers. Master Developer and all other Customers shall pay the amount of each statement in accordance with the remittance terms and conditions established by Supplier for its Customers from time to time. The Customers shall be entitled to dispute all or a portion of any statement prepared by Supplier in accordance with the Rules and Regulations.

12. Default of Payment. Sewer use charges, together with interest, shall constitute a lien upon the property on which the building is located. Such lien shall take precedence over all other liens and encumbrances, except taxes and may be foreclosed in the same manner as a lien for property taxes. In addition, Supplier shall have such other rights, powers and remedies as may be available at law or in equity.

13. Obligations of Parties. This Agreement shall bind and inure to the heirs, executors and administrators, successors and assigns of the parties hereto, but neither the sale nor transfer of his property by Master Developer, nor any other assignment hereunder shall relieve Master Developer of his obligation under this Agreement, unless the written consent of Supplier is first obtained, such consent not to be unreasonably withheld or delayed.

14. Miscellaneous Provision. Any address or name changes made by Master Developer must be furnished to Supplier in writing.

15. Special Conditions. Master Developer agrees to allow Supplier or its agents access to any portion of the Sewer Extension for purposes of maintenance, repair, expansion, extension, etc. until such time as the Town accepts the roads in which the Sewer Extension is installed. If the Town of Mansfield does not accept the roadway within five years of the execution of this Agreement, Master Developer, at its expense, will provide an appropriate easement for all Supplier owned facilities installed under this Agreement.

16. Notices. Any notice which may be or is required to be given hereunder must be in writing and must be: (i) personally delivered, (ii) transmitted by United States mail, as registered or certified matter, return receipt requested, and postage prepaid, or (iii) transmitted by nationally recognized overnight courier service to the applicable party at its address listed below. Except as otherwise specified herein, all notices and other communications shall be deemed to have been duly given and received, whether or not actually received, on (a) the date of receipt if delivered personally, (b) five (5) business days after the date of posting if transmitted by registered or

certified mail, return receipt requested, or (c) one (1) business day after pick-up if transmitted by a nationally recognized overnight courier service, whichever shall first occur. A notice or other communication not given as herein provided shall be deemed given if and when such notice or communication and any specified copies are actually received in writing by the party and all other Persons to whom they are required or permitted to be given. Any party hereto may change its address for purposes hereof by notice given to the other party in accordance with the provisions of this section, but such notice shall not be deemed to have been duly given unless and until it is actually received by the other party.

Notices hereunder shall be directed:

To Supplier:

The University of Connecticut
Gulley Hall, 3rd Floor
352 Mansfield Road U-2072
Storrs, Connecticut 06269-2072
Attn: Thomas Q. Callahan
Telephone: (860) 486-4340
Facsimile: (860) 486-1070

With copies at the same time to:

Attorney General
605 Gilbert Road, U-177
Storrs, Connecticut 06269-1177
Attention: Paul McCarthy, Esq.
Telephone: (860) 486-4241
Facsimile: (860) 486-4369

Halloran & Sage LLP
225 Asylum Street
Hartford, Connecticut 06103
Attention: James P. Maher, Esq.
Telephone: (860) 297-4660
Facsimile: (860) 548-0006

To Master Developer:

Storrs Center Alliance, LLC
c/o LeylandAlliance LLC
16 Sterling Lake Road
Tuxedo, New York 10987
Attn: Howard Kaufinan, General Counsel
Telephone: (845) 351-2900

Facsimile: (845) 351-2922

With a copy at the same time to:

Robinson & Cole LLP
280 Trumbull Street
Hartford, Connecticut 06103
Attn: Thomas P. Cody, Esq.
Telephone: (860) 275-8264
Facsimile: (860) 275-8299

17. Entire Agreement. This Agreement constitutes the entire agreement between the Parties pertaining to its subject matter, and it supersedes any and all written or oral agreements previously existing between the Parties with respect to such subject matter.

18. Amendment and Modification. If any Party desires to supplement, modify or amend this Agreement, such Party shall send written notice to each of the other Parties describing the proposed supplement, modification or amendment. Upon receipt of such notice, the Parties shall use commercially reasonable efforts to determine if any such supplement, modification or amendment is necessary or desirable. No supplement, modification or amendment of this Agreement shall be binding unless it refers specifically to this Agreement and is executed in writing by all Parties.

19. Waiver. Any Party's failure to insist on strict performance of any provision of this Agreement shall not be deemed a waiver of any of its rights or remedies, nor shall it relieve any other Party from performing any subsequent obligation strictly in accordance with the terms of this Agreement. No waiver shall be effective unless it is in writing and signed by the Party against whom enforcement is sought. Such waiver shall be limited to provisions of this Agreement specifically referred to therein and shall not be deemed a waiver of any other provision. No waiver shall constitute a continuing waiver unless the writing states otherwise.

20. Assignment; Successors and Assigns. This Agreement may not be assigned by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that Supplier may, without the consent of Master Developer, assign its rights and interests in this Agreement and/or delegate or subcontract its duties and obligations, in whole or in part, to any successor owner or operator of the Sewer System; and, provided, further that Master Developer may assign its rights and interests in this Agreement to any Person or Persons who acquire title to all or any portion of the Premises pursuant to an assignment and assumption agreement substantially in the form of Exhibit B attached hereto, each such assignment to be limited to the Premises being acquired and a true copy of said assignment and assumption agreement shall be provided to Supplier promptly following the consummation of any such assignment and assumption.

21. Replacement Services. In the event the Sewer System is owned or operated by any Person other than Supplier, including without limitation one or more municipalities, public authorities or private sector Persons (collectively, a "New Supplier"), Master Developer, for itself and its successors or assigns, agrees to enter into such amendments to this Agreement as any such New Supplier may reasonably require in order to facilitate the management, operation and financing of the Sewer System.

22. Indemnification. The owner of the Premises connected and receiving Sewer Services from the Supplier, shall indemnify, hold harmless and defend the Supplier from and against any and all claims, loss, damage, cost, expense and liability which the Supplier may suffer or for which the Supplier may be held liable by reason of injury (including death) to any person or damage to any property arising out of or in a manner related to the use of or the connection of said Premises to the Sewer System, including but not limited to, reasonable sums for attorneys' fees, and any damage to the Sewer System on account of deposit or discharge into any portion of the Sewer System from the owner's Premises of anything in violation of any statute, regulation, ordinance, by-law, resolution or order of any federal, state, city or other governmental authority having jurisdiction.

23. Claims Against Supplier. Master Developer agrees that, for so long as Supplier is a constituent unit of the Connecticut state system of public higher education or another unit of the State of Connecticut, any claim against Supplier arising from this Agreement shall be subject to Chapter 53 of the Connecticut General Statutes, as the same may be amended or superceded.

24. Claims Against any Customer. In the event of any breach of or default under this Agreement, Supplier shall have full right, power and authority to pursue any legal or equitable rights, power or remedy provided under this Agreement, the Rules and Regulations and at law or in equity.

25. Mediation. Nothing in this Agreement shall prevent the Parties from mutually agreeing to engage in non-binding mediation in an effort to resolve any dispute arising out of this Agreement. To the extent that the Parties agree to engage in such mediation, either party may elect to withdraw from the mediation at any time, in which case all provisions of this Section shall continue to apply.

26. Miscellaneous. The Section headings of this Agreement are for convenience of reference only and do not form a part hereof and do not in any way modify, interpret, or construe the intentions of the Parties. This Agreement may be executed in two or more counterparts and all such counterparts shall constitute one and the same instrument. Delivery of an executed signature page to this Agreement by facsimile transmission shall be as effective as delivery of a manually signed counterpart of this Agreement.

27. Severability. If any term or provision of this Agreement shall be held to be invalid or unenforceable for any reason, such term or provision shall be ineffective to the extent of such invalidity or unenforceability without invalidating the remaining terms and provisions

hereof, and this Agreement shall be construed as if such invalid or unenforceable term or provisions had not been contained herein.

28. Governing Law. This Agreement shall be governed by and construed in accordance with the Laws of the State of Connecticut, without giving effect to the conflict of laws principles thereof. Master Developer hereby consents to the jurisdiction of any state or federal court located in the State of Connecticut.

29. Certain Definitions.

As used in this Agreement, the following terms have the respective meanings set forth below:

“Commencement Date” shall mean the date reasonably requested by Master Developer for the commencement of service hereunder, based upon the commencement of construction on the Project.

“Customers” shall mean individually or collectively Master Developer and any other Person who becomes a Sewer Service customer of Supplier within the Project Area.

“Party or Parties” shall, respectively, be used to refer individually to any of Supplier or Master Developer, or collectively to Supplier and Master Developer.

“Person” shall mean any natural person, estate, partnership, corporation, trust, unincorporated association, limited liability company, joint venture, organization, business, individual, municipality, government or any agency or political subdivision thereof, tribal nation, tribe or any other entity.

“Premises” shall refer to the individual buildings within the Project Area to which the Sewer Extension will be connected to through Sewer Laterals.

“Rules and Regulations” shall mean the rules and regulations adopted by Supplier regarding the provision of Sewer Services by Supplier to its Customers, as the same may now be in effect and as the same may be amended from time to time.

“Sewer Extension” shall mean the connecting pipes between the Sewer Lateral and the Supplier Connection.

“Sewer Lateral” shall mean all pipes that run from each Premises to the Sewer Extension.

“Supplier Connection” shall mean the Supplier’s main sewer connection to the Project Area at the property line, including all sewer piping and drainage necessary to effectuate such as extension from the existing Supplier sewer system.

"Sewer System" shall mean all necessary equipment to construct, operate and maintain the Sewer Services to be provided by Supplier to Master Developer or Persons who own the Premises.

[Remainder of page intentionally blank; signature page follows.]

Executed and delivered as of the date and year first written above.

THE UNIVERSITY OF CONNECTICUT

By: _____

Name: Barry Feldman

Its: Vice President and Chief Operating Officer

STORRS CENTER ALLIANCE, LLC

By: _____

Name: Steve J. Maun

Its: Manager

Approved as to both form and content:

Office of the Attorney General

Statutory Authority:

Conn. Gen. Stat. § 4b-21(a)

By: _____

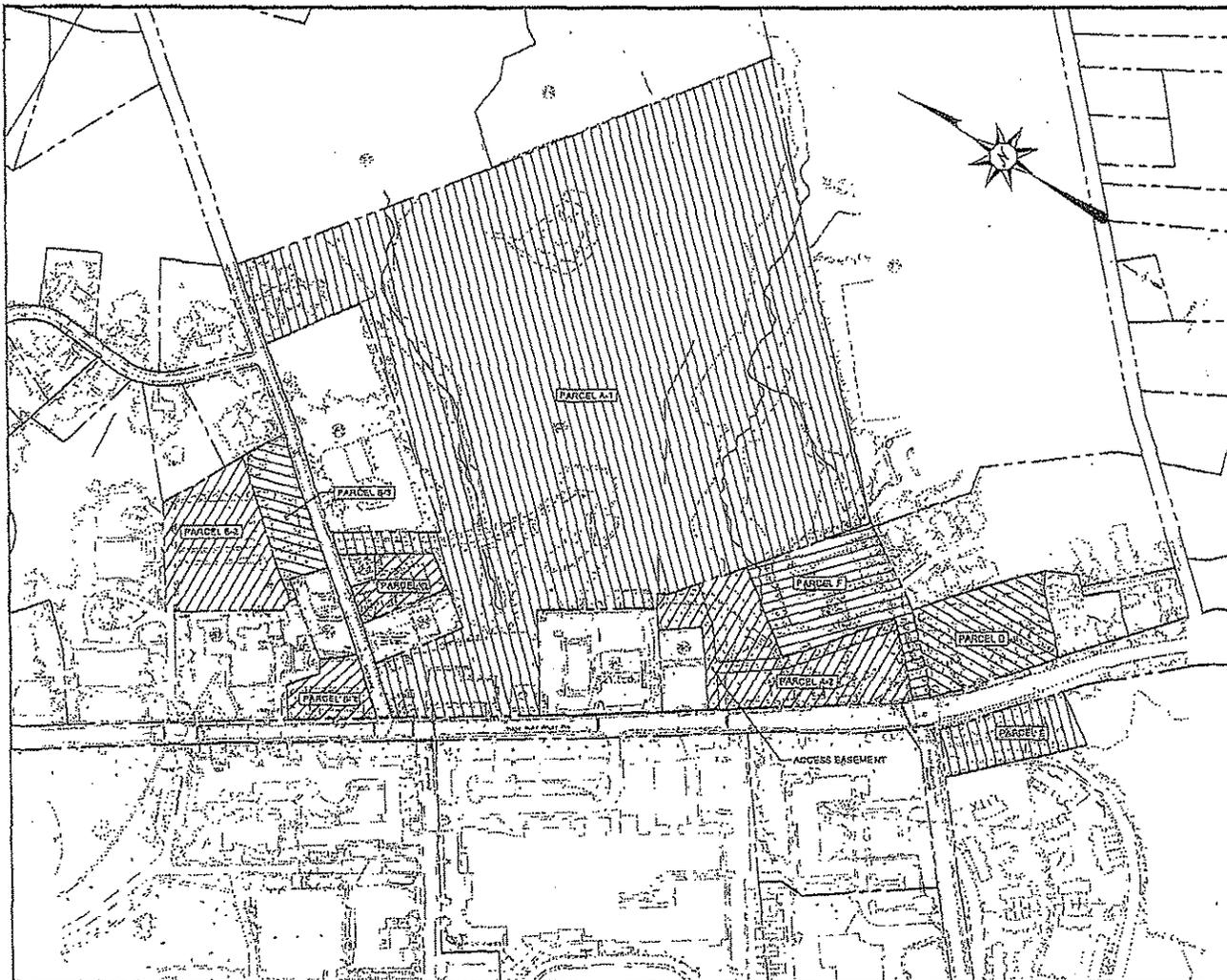
Name: _____

Title: _____

Date: _____

EXHIBIT A
Description of the Premises

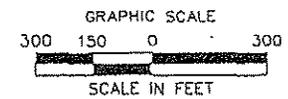
Parcels shown on attached Fig. 1A.



PROPERTY LEGEND

PARCEL	M/B/L	OWNER	ADDRESS	ACRES
A-1	16.41.13	UCONN	1196,1024 STORRS RD. STORRS, CT 06268	38.88
A-2	16.41.13	UCONN	1196,1024 STORRS RD. STORRS, CT 06268	3.31
B-1	16.40.10	UCONN	28 OAK HILL ROAD STORRS, CT 06268	0.72
B-2	16.40.10	UCONN	28 OAK HILL ROAD STORRS, CT 06268	2.37
B-3	16.40.10	UCONN	28 OAK HILL ROAD STORRS, CT 06268	1.09
C	16.41.17	UCONN	31 LEDOYT ROAD STORRS, CT 06268	0.70
D	16.41.13-1	UCONN	STORRS, CT 06268	2.05
E (PART.)		UCONN		1.26
F	16.41.13A	STATE OF CONN. LEASED TO USPS	1254 STORRS ROAD STORRS, CT 06268	2.52

 ACCESS EASEMENT



ARCHITECTURE
ENGINEERING
PLANNING
LANDSCAPE ARCHITECTURE
LAND SURVEYING
ENVIRONMENTAL SCIENCES

385 Research Parkway
Meriden, CT 06450
(203) 830-1406
(203) 830-2615 Fax

PROPOSED PROPERTY ACQUISITION

STORRS CENTER
DOWNTOWN MANSFIELD REDEVELOPMENT
MANSFIELD, CONNECTICUT

Designed
Drawn
Checked
Approved
Scale
Project No.
Date
Revised
CAD FILE

G.P.F.
P.M.D.

1"=300'
030667
07/05/04
01/26/05
PUC66701A

FIG. 1A

XREF(s):

Exhibit B
Form of Assignment and Assumption Agreement

ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is dated as of this ____ day of _____, 2006 (the "Effective Date"), and is made by and between _____ ("Assignor") and _____ ("Assignee").

PRELIMINARY STATEMENT:

Assignor is the owner of certain premises located within the Town of Mansfield, State of Connecticut [and located on Connecticut Route 195] the ("Premises"). Pursuant to the terms of that certain Sewer Service Agreement (the "Sewer Service Agreement") dated as of November __, 2006, by and between the University of Connecticut, a constituent unit of the state system of public higher education having an office and place of business at 352 Mansfield Road, Storrs, Connecticut (together with any successor, "Supplier") and Assignor. Supplier provides water service to the Premises. Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Sewer Service Agreement.

Pursuant to a certain [Purchase and Sale Agreement] dated as of _____, _____ Assignor has sold a portion of the premises to Assignee, which are described in Schedule A attached hereto (the "Transferred Premises").

Assignee desires to have Supplier continue to provide those services described in the Sewer Service Agreement.

AGREEMENT:

In consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee do hereby covenant and agree as follows:

1. Assignment and Assumption.

(a) Effective as of the Effective Date, Assignor hereby assigns, transfers and sets over unto Assignee Assignor's right, title and interest in, under and to the Sewer Service Agreement to the extent related to the Transferred Premises.

(b) Assignee hereby accepts the foregoing assignment and hereby assumes all of the obligations of Assignor under the Sewer Service Agreement, to the extent related to the Transferred Premises, arising on or after the Effective Date.

(c) Nothing contained in this Agreement shall constitute a release or discharge of Assignor

2. Miscellaneous.

(a) Headings. The section headings used herein are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

(b) Governing law. This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut.

(c) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as an instrument under seal by their duly authorized officers as of the date first above written.

ASSIGNOR:

By: _____
Name: _____
Title: _____

ASSIGNEE:

By: _____
Name: _____
Title: _____

CONSENTED TO:

MASTER DEVELOPER

By: _____
Name: _____
Title: _____

Schedule A

838411v.2

SEWER AUTHORITY
TOWN OF MANSFIELD

APPLICATION TO CONNECT WITH SEWER

Application No: 2015-02

Sewer Connection Fee : \$50.00

To the Sewer Authority of the Town of Mansfield:

The undersigned applies for permission, subject to the rules and regulations of the Sewer Authority of the Town of Mansfield and to the terms and manner prescribed, or to be prescribed, by the Director of Public Works and to the provisions of the agreement hereinafter contained to connect the premises owned by Main Street Homes - Storrs, LCC of Mansfield, Connecticut on the east side of East Side Access Road, with the public sewer in East Side Access Road by a drain pipe, acceptable to the Director of Public Works, said drains to be six inches and three inches polyvinyl chloride (PVC). Said drains are to start at sanitary manholes #3 and #4, located in the East Side Access Road.

The above work is to be done by Yankee Heritage, a Licensed Drain Layer. I hereby agree to conform to the rules and regulations of the Sewer Authority, and the above work shall be done in conformity with the terms and manner prescribed by the Director of Public Works.

I, further agree to waive all claims for damages in case of revocation and that such permit may be revoked by the Sewer Authority for any reason that it may deem sufficient. I especially agree to be responsible to and answer to said Town for all damage that may occur, or which said Town may be called upon to pay, by reason of any failure on the part of myself, my servants or agents, or on the part of said drainlayer to comply with the restrictions and conditions imposed in the permit, or resulting in any way from any violation of the agreement set forth herein.

Dated in Mansfield this 21st day of May, 2015



Lou Marquet, Manager

Permit No. _____ issued on _____ by the Sewer Authority for this work.

