



**TOWN OF MANSFIELD
SPECIAL TOWN COUNCIL/WPCA MEETING**

Tuesday, June 21, 2016

Audrey P. Beck Municipal Building
Council Chambers

6:00pm

AGENDA

CALL TO ORDER/ROLL CALL

OLD BUSINESS

1. WPCA, UConn Sewer Agreement (Item #9, 05-23-16 Agenda)

Public Comment

ADJOURNMENT



**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: Matt Hart, Town Manager
CC: Maria Capriola, Assistant Town Manager; John Carrington, Director of Public Works; Derek Dilaj, Assistant Town Engineer; James Welsh, Legal Counsel
Date: June 21, 2016
Re: WPCA, Proposed Sewer Service Agreement between Town of Mansfield and University of Connecticut

Subject Matter/Background

As the Town Council is well aware, for some time now staff has been negotiating a new sewer service agreement with the University of Connecticut (UCONN). John Carrington, Director of Public Works, Derek Dilaj, Assistant Town Engineer, and Attorney James Welsh of O'Malley, Deneen, Leary, Messina & Oswecki have assisted me with this assignment. We are pleased to present a draft tentative agreement with UCONN for the Council's consideration in its role as the Mansfield's Water Pollution Control Authority (WPCA).

The new service agreement is needed to replace the 1989 Sewer & Water Service Agreement between the Town and UCONN (see attached). The 1989 agreement is dated and does not include wastewater infrastructure that the Town has constructed for Storrs Center and plans to construct for the Four Corners. In addition, the 1989 agreement provides limited protection for Mansfield, as it may be terminated by either party within 60 days of the January 1st anniversary date. In 2014 the Town executed a Water Supply Agreement with the Connecticut Water Company, and that agreement governs the provision of water supply service to off-campus customers served by the UCONN system.

The proposed sewer service agreement with UCONN is more comprehensive than its 1989 predecessor and is similar in many ways to the Town's sewer agreement with the Town of Windham. Some important elements and benefits of the proposed agreement with UCONN are as follows:

- The agreement guarantees a maximum flow for Mansfield, referred to as the "Mansfield Reserve Allocation," in which 18% of the treatment capacity of the UCONN sewage plant would be reserved for Mansfield. This 18% reserve equates to 540,000 gallons per day (GPD) and should be sufficient to meet the Town's current and future anticipated demand, consistent with our Plan of Conservation and Development, *Mansfield Tomorrow* (Section 6).

- The agreement clearly delineates what infrastructure is owned by Mansfield and which elements are owned by UCONN. The Agreement contemplates that the Town will acquire ownership of certain off-campus infrastructure over a period of time (Section 2).
- The agreement ensures some degree of consistency between the Mansfield and UCONN sewer use regulations, while recognizing that the Town has the discretion to adopt more stringent regulations (Section 3).
- The agreement outlines how system connections will work in the future, providing the Town with more autonomy and reducing UCONN's role in approving off-campus connections (Section 4).
- The agreement provides more clarity on how UCONN's sewer fees will be set, and how the fee schedule will work in conjunction the annual budget process. Each year of the contract UCONN will provide the Town with an annual statement and its five-year capital plan, providing the Town with better data for its budgeting purposes (Section 9).
- Various sections of the agreement speak to the need for the parties to continue to work in a collaborative manner on issues such as service connections, budgeting, and regulatory compliance.
- The initial term of the agreement will run for five years, with the opportunity to renew for two successive five-year terms (Section 10).

Financial Impact

As stated above, the agreement will provide more clarity on how UCONN's fees to the Town are established. Going forward, UCONN will incorporate a percentage of its capital costs into the fees; this percentage would be based on the Mansfield Reserve Allocation of 18%. UCONN has not previously included capital costs into its sewer use charges and has subsidized these expenditures through the University's operating budget. By contrast, the Town has long included the Town's capital costs and depreciation into its own sewer use charges, which is considered a best practice.

The Town would plan to use its UCONN Sewer Fund, established as an enterprise fund, to account for revenues and expenditures related to the proposed sewer service agreement. Using UCONN's projected budget and five-year capital plan, we have calculated an all-inclusive charge of \$5.75 per 100 cubic feet (ccf) for FY 2015/16, which would represent a decrease from FY 2014/15 for most users.

In future years, plant improvements and other infrastructure needs will impact the Town's sewer use charges. Building a fund balance and adding customers

through development at the Four Corners and elsewhere in the Storrs area would help ameliorate rate increases for ratepayers.

Legal Review

Attorney Welsh, an associate of Town Attorney Kevin Deneen, has ably assisted in negotiating and drafting the proposed agreement. Attorney Welsh will assist in the staff presentation scheduled for Monday night.

Recommendation

The staff team has negotiated a tentative agreement for the WPCA's consideration. We encourage the Council as WPCA to take some time to review the proposed agreement, and to note any issues or concerns for discussion. Staff will make a presentation at Tuesday's meeting, and walk you through each of the primary sections of the agreement. Please note that Exhibit B, the Infrastructure Map, is difficult to read. Staff will bring a larger version to the meeting.

From staff's perspective, we believe the proposed sewer service agreement is fair to both parties and would provide clear benefits to Mansfield and its ratepayers. Once the WPCA is ready, I would ask you to authorize me to execute the agreement with the University.

Attachments

- 1) Proposed Sewer Service Agreement with UCONN
- 2) 1989 Sewer Service Agreement with UCONN
- 3) Sewer Service Agreement with Windham
- 4) Mansfield Reserve Calculations, existing and potential new uses

SEWER SERVICE AGREEMENT
by and between
TOWN OF MANSFIELD
and
UNIVERSITY OF CONNECTICUT

THIS SEWER SERVICE AGREEMENT (this “Agreement”) is made as of [July 1], 2016 (the “Effective Date”) by and between the Town of Mansfield (“Mansfield”) and the University of Connecticut (“UConn”).

WHEREAS, UConn is a constituent unit of the state system of higher education with its main campus and primary operations located in Mansfield, a Connecticut municipal corporation;

WHEREAS, UConn owns, maintains and operates a wastewater collection and conveyance system (the “UConn Sewerage System”) that primarily collects and conveys Sewage from facilities located on property owned by UConn or the State of Connecticut within Mansfield to a sewage treatment plant owned, maintained and operated by UConn (the “UConn Sewage Plant”);

WHEREAS, the UConn Sewerage System also collects and conveys Sewage from certain facilities located on other property within Mansfield owned by Mansfield and various privately owned residences and businesses, such as the property located in the Four Corners sewer district (the “Mansfield Facilities”) to the UConn Sewage Plant;

WHEREAS, Mansfield owns, maintains and operates a wastewater collection and conveyance system (the “Mansfield Sewerage System”) that collects and conveys Sewage from certain other Mansfield Facilities to the UConn Sewage Plant and to a sewage treatment plant owned, maintained and operated by the Town of Windham (the “Windham Sewage Plant”);

WHEREAS, Mansfield has entered into (i) with UConn, a Sewer & Water Service Agreement, dated as of January 1, 1989 (the “Former Agreement”), that sets forth the terms upon which UConn agreed to accept Sewage from certain Mansfield Facilities to the UConn Sewage Plant and to perform other related services for the benefit of Mansfield; and (ii) with the Town of Windham, an Agreement, dated as of September 30, 2010, that sets forth the terms upon which the Town of Windham has agreed to accept Sewage from certain other Mansfield Facilities to the Windham Sewage Plant and to perform other related service for the benefit of Mansfield;

WHEREAS, the Former Agreement provides that UConn will furnish wastewater collection and treatment services (the “Sewage Services”) to certain occupants of Mansfield Facilities (the “End Users”) that discharge Sewage that is conveyed through the UConn Sewerage System to the UConn Sewage Plant;

WHEREAS, the End Users consist of Mansfield’s municipal operations and various residences and businesses occupying residential properties, privately-owned apartment complexes and commercial properties located in certain Mansfield Facilities that connect to the Mansfield Sewerage System or the UConn Sewerage System;

WHEREAS, UConn and Mansfield desire to replace and supersede the Former Agreement in its entirety by entering into this Agreement to clarify the responsibilities and obligations of UConn and Mansfield with respect to the manner in which Sewage Services will be provided to End Users and Sewage may be collected and conveyed from Mansfield Facilities to the UConn Sewage Plant;

NOW, THEREFORE, UConn and Mansfield, for the consideration hereinafter named, agree as follows:

Section 1. Definitions

Capitalized terms used, but not otherwise defined, in this Agreement shall have the meanings ascribed to them in Exhibit A hereto.

Section 2. System Description

(a) General. UConn and Mansfield agree that the map attached to Exhibit B hereto (the "Infrastructure Map") generally describes the locations of, and component elements of the infrastructure associated with, the UConn Sewerage System, the UConn Sewage Plant and the Mansfield Sewerage System. UConn and Mansfield agree to cooperate during the Term in clarifying the locations of, and inventorying the infrastructure associated with, the UConn Sewerage System, the UConn Sewage Plant and the Mansfield Sewerage System.

(b) Ownership of Systems.

(i) General. At all times during the Term and upon any expiration or termination of this Agreement, as between UConn and Mansfield, UConn will own the UConn Sewerage System and the UConn Sewage Plant (together with any modifications, alterations and expansions thereto), and Mansfield will own the Mansfield Sewerage System (together with any modifications, alterations and expansions thereto).

(ii) System Conveyance. During the Term, UConn and Mansfield will negotiate, in good faith, the manner and terms by which Mansfield will acquire ownership and/or use of certain infrastructure associated with the UConn Sewerage System for properties associated with the Mansfield Sewerage System, whether by purchase, grant, gift, lease, rental or otherwise, it being acknowledged and understood by the parties that the terms of any such acquisition will not affect any of the property interests UConn may have in the property receiving Sewerage Services from such infrastructure.

(c) UConn Authority. Mansfield acknowledges that, notwithstanding anything in this Agreement to the contrary, UConn will only provide Sewerage Services to Mansfield Facilities for which UConn is authorized by Applicable Law to provide such Sewerage Services.

Section 3. Sewer Use Regulations

(a) UConn's Board of Trustees. The UConn Sewer Use Regulations in effect as of the Effective Date were approved by UConn's Board of Trustees on January 30, 2007 and are attached

to Exhibit C hereto. UConn may, in its discretion and with the approval of UConn's Board of Trustees, amend, modify or change the UConn Sewer Use Regulations, and will meet and confer with Mansfield's Town Manager and his or her designees, from time to time during the Term. UConn will provide Mansfield with written notice of any proposed amendment, modification or change to the UConn Sewer Use Regulations prior to approval by UConn's Board of Trustees.

(b) Mansfield's WPCA. Mansfield's then-acting Water Pollution Control Authority, which, as of the Effective Date, is designated as Mansfield's Town Council, will adopt and maintain local ordinances governing the manner in which Sewage may be discharged for treatment at the UConn Sewage Plant and the Windham Sewage Plant (the "Mansfield Sewer Use Regulations") necessary to enforce compliance with the Mansfield Sewer Use Regulations by End Users. The Mansfield Sewer Use Regulations shall, at all times during the Term, be at least as stringent as the then-in effect UConn Sewer Use Regulations and Applicable Law. Mansfield will review and amend the Mansfield Sewer Use Regulations to conform to the UConn Sewer Use Regulations and Applicable Law, as necessary, within ninety (90) days of the Effective Date.

(c) Compliance with Regulations. Any failure by Mansfield to comply, or to cause any End User to comply, with the enforcement procedures and remedies set forth in the Mansfield Sewer Use Regulations shall constitute a Mansfield Default.

(d) Review of Regulations. UConn and Mansfield shall meet and confer from time to time during the Term to review the UConn Sewer Use Regulations and the Mansfield Sewer Use Regulations for conformance with Applicable Law and other industry standards.

Section 4. Systems Management

(a) System Connections

(i) General. UConn will retain the right and responsibility to approve any direct connections to the UConn Sewerage System from property owned by UConn or the State of Connecticut. Subject to Section 4(c), Mansfield will retain the right and responsibility to approve any direct connections to the Mansfield Sewerage System; provided that direct connections to the Mansfield Sewerage System from property owned by UConn or the State of Connecticut shall be approved in accordance with Section 4(a)(ii)(1)(C). Each party shall be responsible for supervising and controlling the Sewage connections and discharges to its respective wastewater collection and conveyance system, including issuing approvals or permits to End Users with respect to such connections and enforcing compliance with the UConn Sewer Use Regulations by such End Users.

(ii) Other Connections from Mansfield Facilities.

1. Mansfield Authority.

A. General. During the Term, End Users proposing to make a direct connection from a Mansfield Facility to the UConn Sewerage System or the Mansfield Sewerage System shall apply for a permit with the Mansfield Director in accordance with the Mansfield Sewer Use

Regulations. Except as set forth in Section 4(a)(ii)(1)(C) below, the Mansfield Director shall be responsible for reviewing any such permit applications and for ensuring that any approved connections are constructed in compliance with the Mansfield Sewer Use Regulations.

B. Connections to the UConn Sewerage System. The Mansfield Director shall obtain UConn's written approval prior to approving the issuance of a permit to any End User proposing to make a direct connection from a Mansfield Facility to the UConn Sewerage System, which such approval UConn may, in its sole discretion, withhold, condition or delay. Mansfield shall deliver to UConn any application submitted to the Mansfield Director proposing to make a direct connection from a Mansfield Facility to the UConn Sewerage System immediately following Mansfield's receipt thereof.

C. Connections to the Mansfield Sewerage System. Applications for permits proposing to make a direct connection from property owned by UConn or the State of Connecticut to the Mansfield Sewerage System filed by UConn or its authorized agent shall only be reviewed by the Mansfield Director for compliance with the requirements set forth in the UConn Sewer Use Regulations. UConn shall meet and confer with the Mansfield Director to discuss, in good faith, modifications and maintenance fees related to any such proposed connection to the Mansfield Sewerage System reasonably requested by the Mansfield Director.

2. UConn Authority. Notwithstanding anything in Section 4(a)(ii)(1) to the contrary, UConn reserves the right to authorize direct connections from Mansfield Facilities to the UConn Sewerage System if the Mansfield Director fails to approve the issuance of a permit to an End User proposing to make a direct connection from a Mansfield Facility to the UConn Sewerage System that UConn approved pursuant to Section 4(a)(ii)(1)(B).

(iii) Ownership of New Infrastructure. As between UConn and Mansfield, all wastewater collection and conveyance system infrastructure associated with any direct connection authorized after the Effective Date will be owned by:

1. UConn (and deemed to be part of the UConn Sewerage System for purposes of this Agreement) if made from (x) property owned by UConn or the State of Connecticut to the UConn Sewerage System; (y) property owned by UConn or the State of Connecticut to the Mansfield Sewerage System; and (z) a Mansfield Facility to the UConn Sewerage System and authorized by UConn pursuant to Section 4(a)(ii)(2); and

2. Mansfield (and deemed to be part of the Mansfield Sewerage System for purposes of this Agreement) if made from a Mansfield Facility to (y) the Mansfield Sewerage System; and (z) the UConn Sewerage System if such connection was approved by the Mansfield Director and UConn pursuant to Section 4(a)(ii)(1)(B).

(b) Billing End Users.

(i) By UConn. As between UConn and Mansfield, UConn will be responsible for charging, and retaining for its own account, fees for the provision of Sewage Services to End Users connecting directly to the (i) UConn Sewerage System (except for End Users approved by the Mansfield Director and UConn pursuant to Section 4(a)(ii)(1)(B) to connect directly to the UConn Sewerage System); and (ii) Mansfield Sewerage System from property owned by UConn or the State of Connecticut.

(ii) By Mansfield. As between UConn and Mansfield, Mansfield will be responsible for charging, and retaining for its own account, fees for the provision of Sewage Services to End Users connecting directly from a Mansfield Facility (1) to the Mansfield Sewerage System; and (2) to the UConn Sewerage System if such connection was approved by the Mansfield Director and UConn pursuant to Section 4(a)(ii)(1)(B).

(iii) Fees. Each party may determine, in its sole discretion, the fees to charge to End Users for the provision of Sewage Services; provided that each party agrees to provide reasonable written notice to the other party of any changes in fees such party charges to its End Users.

(c) Mansfield Expansion. Mansfield shall not modify, alter or expand the Mansfield Sewerage System in a manner during the Term that materially affects the flow or content of Sewage conveyed through the UConn Sewerage System and/or to the UConn Sewage Plant, including any modification, alteration or expansion required to connect additional Mansfield Facilities (whether now existing or hereafter constructed) to portions of the Mansfield Sewerage System that convey Sewage to the UConn Sewage Plant, without UConn's prior written approval, which shall not be unreasonably withheld. Mansfield acknowledges and agrees that the UConn Sewer Use Regulations may require, among other things, that UConn have the right to review and approve the planning and design information and inspect the installation of any infrastructure associated with any such modification, alteration or expansion, which shall be designed and constructed utilizing good practice within the construction industry and in full accordance with specifications approved by UConn. Any approved modifications, alterations or expansions of the Mansfield Sewerage System during the Term, and any increased amount of Sewage resulting therefrom, will be subject to the terms and conditions set forth in this Agreement.

Section 5. Collection of Sewage

(a) UConn's Obligations. Subject to the terms and conditions set forth in this Agreement, UConn will provide the Sewage Services to Mansfield (for the benefit of End Users). UConn will operate and maintain the UConn Sewage Plant to provide treatment of Sewage in compliance with the UConn Sewer Use Regulations and Applicable Law. As between Mansfield and UConn, UConn shall have sole discretion as to the manner in which UConn performs the Sewage Services and maintains the UConn Sewerage System and UConn Sewage Plant.

(b) Mansfield's Obligations. Mansfield shall operate and maintain the Mansfield Sewerage System, at its sole expense and pursuant to applicable best industry practices, to allow Sewage to be collected and conveyed through the Mansfield Sewerage System and the UConn Sewerage System for treatment at the UConn Sewage Plant in accordance with this Agreement, the

UConn Sewer Use Regulations and Applicable Law. Mansfield shall promptly provide written notice of any noncompliance with this Agreement, the UConn Sewer Use Regulations and Applicable Law relating to the Mansfield Sewerage System, the UConn Sewerage System or any End Users' conveyance of Sewage therein of which Mansfield or any of its personnel, contractors or agents become aware.

(c) UConn Inspection. Upon UConn's reasonable request from time to time during the Term, Mansfield shall allow, at reasonable times, UConn to access and inspect the Mansfield Sewerage System and all wastewater connections to Mansfield Facilities to verify that such systems and connections comply with the terms and conditions set forth in this Agreement. The Mansfield Director or his or her designees may accompany UConn during any inspection requested pursuant to this section.

Section 6. Sewage Services

(a) Mansfield Capacity. The Sewage Services will consist of UConn treating up to [540,000] gallons per day (GPD) of Sewage conveyed to the UConn Sewage Plant that is generated from Mansfield Facilities that connect directly (i) to the Mansfield Sewerage System; and (ii) to the UConn Sewerage System if such connection was approved by the Mansfield Director and UConn pursuant to Section 4(a)(ii)(1)(B). For purposes of this Agreement, the GPD of Sewage will be determined by using the Average Daily Flow rate for such Mansfield Facilities. In addition, at all times during the Term, the Peak Daily Flow Rate of [2.4] times the [540,000] GPD Average Daily Flow rate shall not be exceeded without UConn's prior written approval. UConn reserves the right to reject, in its sole discretion, any request by Mansfield to discharge in excess of said [540,000] GPD Average Daily Flows.

(b) Calculation of Average Daily Flow. The Average Daily Flow rate will be determined utilizing water measurements obtained at, and in such intervals as may be provided by, metering stations, when available. The parties acknowledge and agree that such measurements may need to be obtained from metering stations maintained by the water supply provider serving the Mansfield Facilities (the "Water Provider"). Mansfield shall cause the Water Provider to provide such measurements to UConn, and hereby authorizes UConn to request, and the Water Provider to provide, such measurements to UConn. To the extent UConn is unable to obtain such measurements for any reason, UConn will determine the Average Daily Flow rate using customary and acceptable engineering practices.

(c) Restrictions on Use. Mansfield's End Users may not, under any circumstances, discharge any material that is prohibited by, or in excess of the maximum characteristics established by, the Mansfield Sewer Use Regulations; provided that UConn may not modify the maximum characteristics for BOD, Suspended Solids, Nitrogen and pH established in Exhibit C hereto without Mansfield's prior written consent, which consent will not be unreasonably withheld, conditioned or delayed if UConn's proposed modifications arise from changes in Applicable Law. Mansfield shall comply with each and all of the characteristics set forth in the Mansfield Sewer Use Regulations (including the maximum characteristics for BOD, Suspended Solids, Nitrogen and pH established in Exhibit C of this Agreement as may be amended in accordance with its terms). In addition no Sewage may be transmitted to the UConn Sewage Plant that causes the UConn Sewage Plant to fail to meet its effluent discharge permit limits.

Section 7. Additional Covenants

(a) Mansfield Improvements. Mansfield shall make, at its sole expense and in a timely manner following UConn's reasonable request, any improvements, modifications or enlargements to the Mansfield Sewerage System required to comply with the Mansfield Sewer Use Regulations or Applicable Law.

(b) Sewage Analysis. Mansfield shall, at its sole expense and in a timely manner following UConn's reasonable request, retain an independent laboratory acceptable to UConn to take and test samples of the Sewage being discharged from Mansfield Facilities at the points of interconnection between the Mansfield Sewerage System and the UConn Sewerage System. Such tests shall include, at a minimum, BOD, Suspended Solids, nitrogen, pH and alkalinity. The results of such tests shall be reported to UConn within two (2) business days of receipt of said test results. If such tests indicate that Sewage originating from the Mansfield Sewerage System exceeds the maximum standards established by this Agreement, Mansfield shall immediately take the necessary steps, to the extent permitted by Applicable Law, to bring such discharge into compliance.

(c) Infiltration and Inflow Reduction. Mansfield shall, from time to time during the Term and in a timely manner following UConn's request, analyze the amount of water other than Sewage that enters the Mansfield Sewerage System, at Mansfield's sole expense. If the level of water other than Sewage entering the Mansfield Sewerage System exceeds the acceptable industry standards, Mansfield shall implement, at Mansfield's sole expense, corrective measures recommended by the engineering firm responsible for performing such analysis, as reasonably approved by UConn, in a timely manner (which shall be at least as promptly as recommended in the engineering firm's analysis). Mansfield will provide UConn with copies of any analysis performed under this section and any other information relating to such analysis as may be reasonably requested by UConn.

Section 8. Compliance with Applicable Laws

(a) Sewage Discharge. Notwithstanding anything in this Agreement to the contrary, Mansfield shall not connect any combined sewer receiving both surface runoff and Sewage into the Mansfield Sewerage System or the UConn Sewerage System and will not discharge, or permit any End User that connects to the Mansfield Sewerage System or the UConn Sewerage System to discharge, into the Mansfield Sewerage System or the UConn Sewerage System any drainage, sewer substances or sewerage containing such characteristics and/or volume determined to be excessive by the State of Connecticut Department of Energy and Environmental Protection or other Applicable Law.

(b) Permits. Each party will obtain and maintain, at its own expense, all permits, certifications and licenses required by Applicable Law relating to the wastewater collection and conveyance system owned, maintained and operated by such party.

(c) UConn Policies. Mansfield shall be responsible for causing Mansfield's personnel, contractors and agents to comply with all applicable UConn policies and regulations and Applicable Law while such personnel, contractors and agents are on UConn's premises.

Section 9. Sewerage Services and Other Fees

(a) Sewerage Services. In consideration for UConn providing the Sewage Services described herein, Mansfield shall pay UConn a charge based on the Sewage treated at the UConn Sewage Plant that is transmitted from Mansfield Facilities that connect directly (i) to the Mansfield Sewerage System; and (ii) to the UConn Sewerage System if such connection was approved by the Mansfield Director and UConn pursuant to Section 4(a)(ii)(1)(B) (the "Services Fee"). UConn will determine the Services Fee, on an annual basis in accordance with Sections 9(c) and 9(d), by multiplying the Mansfield Use Percentage by the UConn Operating Expenses.

(b) Capital Costs. Mansfield shall be responsible, during the Term, for reimbursing UConn for a portion (based on the capacity reserved for Mansfield's benefit pursuant to Section 6(a) of this Agreement) of the UConn Capital Costs. UConn will determine (i) Mansfield's portion of the UConn Capital Costs, with respect to any such improvement, modification or enlargement, by multiplying the Mansfield Reserve Allocation by the UConn Capital Costs; and (ii) the schedule by which such portion of the UConn Capital Costs will be paid by Mansfield to UConn by amortizing such amount over the design life of the applicable improvement, modification or enlargement. UConn will meet and confer with the Mansfield Director and his or her designees, from time to time during the Term on projects UConn proposes to undertake that will result in an allocation of UConn Capital Costs to Mansfield pursuant to this section. Notwithstanding anything in this section to the contrary, if UConn determines, at any time during the Term, that (y) any such improvements, modifications or enlargements are necessary or prudent as a result of any modification, alteration or expansion of the Mansfield Sewerage System, or (z) the UConn Sewerage System becomes burdened as a result of the characteristics of the Sewage originating from Mansfield Facilities that connect directly (i) to the Mansfield Sewerage System; and/or (ii) to the UConn Sewerage System if such connection was approved by the Mansfield Director and UConn pursuant to Section 4(a)(ii)(1)(B), then, in each case, Mansfield will assume a proportionate share of such costs, as reasonably determined by UConn after meeting and conferring with Mansfield.

(c) Annual Budgets. Within sixty (60) days after the commencement of each Contract Year, UConn shall provide to Mansfield a statement estimating the Services Fee for such Contract Year, Mansfield's portion of the UConn Capital Costs for such Contract Year and an estimate of the UConn Capital Costs projected to be incurred during the next five Contract Years (the "Annual Budget"). The Services Fee for each Contract Year will be based on the actual Mansfield Use Percentage and the actual UConn Operating Expenses during the previous Contract Year, and Mansfield's portion of the UConn Capital Costs for each Contract Year will be based on Mansfield's then-outstanding portion of such UConn Capital Costs as of the end of the previous Contract Year. The parties acknowledge and agree that (i) the Annual Budget for the first Contract Year is attached to Exhibit E hereto and (ii) UConn's five-year projection of the UConn Capital Costs in any Annual Budget is provided for Mansfield's financial planning purposes only and will not be binding on UConn.

(d) Services Fee Adjustment. Within sixty (60) days after the commencement of each Contract Year, UConn shall provide to Mansfield a statement showing the calculation of the actual Mansfield Use Percentage, UConn Operating Expenses and Services Fee for the previous Contract Year as compared to the amounts estimated in the Annual Budget for such Contract Year. UConn shall provide a credit to Mansfield's account if the actual Services Fee due for the previous

Contract Year is less than the Services Fee estimated in the Annual Budget and previously paid by Mansfield during such Contract Year. If the actual Services Fee due for the previous Contract Year is greater than the Services Fee estimated in the Annual Budget and previously paid by Mansfield, UConn shall bill Mansfield, and Mansfield shall pay, such deficit with the first quarterly invoice delivered in the then-current Contract Year.

(e) Payment Terms. UConn will bill Mansfield quarterly for all payments due under this Agreement in accordance with the Annual Budget, subject to any adjustment of the Services Fee pursuant to Section 9(d). Payments shall be due upon receipt of invoice. If payment is not made within sixty (60) calendar days of such due date, the payment shall be deemed delinquent and subject to an interest penalty of 1.5% per month from the due date or the highest rate permitted by Applicable Law, whichever is lower.

Section 10. Term and Default

(a) Term. The initial term of this Agreement commences on the Effective Date and expires five (5) years later (the "Initial Term"), unless earlier terminated as provided herein. UConn may, in its sole discretion, renew this Agreement for up to two (2) additional five (5) year periods on the same terms and conditions as contained herein upon ninety (90) days' written notice to Mansfield prior to the expiration of the then current Term. The Initial Term and each renewal term may be referred to herein as the "Term".

(b) Mansfield Default. The occurrence at any time of any of the following events shall constitute a "Mansfield Default":

(i) Failure to Pay. The failure of Mansfield to pay any amounts owing to UConn on or before the day following the date on which such amounts are due and payable under the terms of this Agreement and Mansfield's failure to cure each such failure within ten (10) days after Mansfield receives written notice of each such failure; or

(ii) Failure to Perform Obligations. Unless due to a Force Majeure Event, the failure of Mansfield to perform or cause to be performed any obligation required to be performed by Mansfield under this Agreement (other than any obligation for the payment of money); provided, however, that if such failure by its nature can be cured, then Mansfield shall have a period of thirty (30) days after receipt of written notice of such failure to cure the same and a Mansfield Default shall not be deemed to exist during such period; provided, further, that if Mansfield commences to cure such failure during such period and is diligently and in good faith attempting to effect such cure, said period shall be extended for sixty (60) additional days.

If a Mansfield Default has occurred, UConn may terminate this Agreement by written notice, and assert all rights and remedies available to UConn under Applicable Law. In addition, UConn may elect not to terminate this Agreement and pursue all rights and remedies available to UConn under Applicable Law.

(c) UConn Default. The occurrence at any time of any of the following events with respect to UConn shall constitute a "UConn Default":

(i) Failure to Perform Obligations. Unless due to a Force Majeure Event, the failure of UConn to perform or cause to be performed any obligation required to be performed by UConn under this Agreement (other than any obligation for the payment of money); provided, however, that if such failure by its nature can be cured, then UConn shall have a period of thirty (30) days after receipt of written notice of such failure to cure the same and an UConn Default shall not be deemed to exist during such period; provided, further, that if UConn commences to cure such failure during such period and is diligently and in good faith attempting to effect such cure, said period shall be extended for sixty (60) additional days.

If a UConn Default has occurred, Mansfield may terminate this Agreement by written notice, and assert all rights and remedies available to Mansfield under Applicable Law. In addition, Mansfield may elect not to terminate this Agreement and pursue all rights and remedies available to Mansfield under Applicable Law.

(d) Force Majeure. To the extent either party is wholly or partially unable to perform any of its obligations under this Agreement as a result of a Force Majeure Event, the party claiming such Force Majeure Event will be excused from the scope of its performance affected by the Force Majeure Event to the extent so affected; provided, however, that: (i) the party claiming a Force Majeure Event provides the other party with notice describing the particulars of the occurrence, and such notice is delivered promptly after the occurrence of such Force Majeure Event; (ii) the suspension of performance by such party shall be of no greater scope and of no longer duration than is reasonably required by the Force Majeure Event; (iii) the occurrence of the Force Majeure Event shall not excuse the liability of either party for an event that arose before such Force Majeure Event; (iv) the party claiming a Force Majeure Event will exercise commercially reasonable efforts to correct or cure the event or condition excusing performance and resume performance of its obligations; and (v) when able to resume performance of its obligations under this Agreement, the party claiming a Force Majeure Event will promptly notify the other party and resume performance.

Section 11. Entire Agreement

This Agreement and the exhibits, schedules, documents, certificates and instruments referred to herein, embody the entire agreement and understanding of Mansfield and UConn in respect of the subject matter of this Agreement. Mansfield and UConn hereby agree that the Former Agreement is terminated as of the Effective Date.

Section 12. Amendments

This Agreement may only be amended by a duly authorized, jointly executed, written agreement of UConn and Mansfield and approved as to form by the Office of the Attorney General.

Section 13. Notices

Any notice from one party to the other party permitted or required to be given under this Agreement shall be in writing and sent via certified mail, return receipt requested to:

If to UConn, to:

University of Connecticut
Office of the Executive Vice President for Administration & Chief Financial Officer
352 Mansfield Road, Unit 1122
Storrs, CT 06269
Attention: Executive Vice President for Administration and Chief Financial Officer

with a copy to (which shall not constitute notice):

University of Connecticut
Office of the General Counsel
343 Mansfield Road, Unit 1177
Storrs, CT 06269
Attention: General Counsel

If to Mansfield, to:

Town of Mansfield
Office of the Town Manager
Audrey P. Beck Municipal Building
4 South Eagleville Road
Mansfield, CT 06268

Either party may change its notice information by providing notice to the other in accordance with this section.

Section 14. No Rights of Third Parties

Nothing expressed or implied in this Agreement is intended or will be construed to confer upon or give any person (including any End User) other than UConn and Mansfield any rights or remedies under or by reason of this Agreement.

Section 15. Severability

If any provision of this Agreement shall be adjudged to be invalid or unenforceable by a court of competent jurisdiction, such adjudication shall only apply to the provision so adjudged and the remainder of this Agreement shall remain valid and effective provided effect can be given thereto without such invalid part or parts.

Section 16. Waivers

No delay or omission by either party to exercise any right or power will impair any such right or power or be construed to be a waiver thereof. A waiver by any party of any of the covenants, conditions, or contracts to be performed by the other or any breach thereof shall not be construed to

be a waiver of any succeeding breach thereof or of any other covenant, condition, or contract herein contained. No change, waiver, or discharge hereof shall be valid unless in writing and signed by an authorized representative of the party against which such change, waiver, or discharge is sought to be enforced.

Section 17. Further Assurances

Mansfield and UConn covenant and agree that, subsequent to the execution and delivery of this Agreement and, without any additional consideration, each of Mansfield and UConn shall execute and deliver any further legal instruments and perform any acts that are or may become necessary to effectuate the purposes of this Agreement.

Section 18. Construction

As used in this Agreement, "include," "includes," "including," and "e.g." means "including, without limitation." The captions and section and paragraph headings used in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement.

Section 19. Governing Law

This Agreement and the rights and obligations hereunder shall be governed by and construed in accordance with the laws of the State of Connecticut.

Section 20. No Assignment

Neither Mansfield nor UConn nor any successor body of either of them shall assign any of its rights or duties or obligations nor shall either of them transfer any interest in and under this Agreement (whether by assignment or novation) without the prior written approval of the other which shall not be unreasonably withheld or delayed. No assignment shall be binding on either party unless agreed to by formal amendment of this Agreement.

Section 21. Delegation

Notwithstanding anything in this Agreement to the contrary, UConn may (a) engage a third party operator, (b) enter into a lease with a third party, and/or (c) grant concession rights to a third party, with respect to the maintenance or operation of all or any portion of the UConn Sewerage System or the UConn Sewer Plant, without Mansfield's consent and without amendment to this Agreement so long as UConn makes a good faith determination that such third party is capable of fulfilling UConn's obligations hereunder. UConn may also delegate to a third party UConn's duties hereunder capable of being performed by such third party, without notice to or approval of Mansfield. However, in no event shall UConn be relieved of responsibility for the performance of UConn's duties and obligations of this Agreement.

Section 22. Indemnification

To the greatest extent permitted by law, Mansfield will indemnify and hold harmless UConn from any third-party claims, demands, actions, suits, controversies, damages, losses, expensed, and the like arising out of or relating to any Mansfield Default, which indemnification

and hold harmless includes reasonable attorney's fees, court or mediation or arbitration costs, and expert witness and consultant fees expended in connection with the defense of any of the foregoing.

Section 23. Executive Orders

Mansfield agrees that this Agreement may be subject to the provisions of the following Executive Orders (copies of which are available upon request): Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services; Executive Order No. 16 of Governor John G. Rowland, promulgated August 4, 1999, concerning violence in the workplace; Executive Order No. 17 of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings; and Executive Order No. 3 of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practice.

Section 24. Counterparts

This Agreement may be executed and delivered in counterparts, by facsimile or other electronic transmission, each of which will be considered an original and all of which will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on this day and year indicated.

DRAFT

EXHIBIT A

Definitions

(a) "Applicable Law" means all applicable laws of any governmental authority, including, ordinances, judgments, decrees, injunctions, writs and orders of any governmental authority and rules and regulations of any federal, regional, state, county, municipal or other governmental authority.

(b) "Average Daily Flow" means the total flow of water during a period of time divided by the number of days in such period of time, except that, for purposes of determining the characteristics of Sewage, the total flow of water will be calculated using the applicable period of time required under UConn's then-current effluent discharge permit or other Applicable Law for the characteristics under review.

(c) "BOD" means the quantity of oxygen utilized in the biochemical oxidation of organic matter as determined by procedures defined in the latest edition of "Standard Methods for the Examination of Water and Wastewater" prepared and published jointly by American Public Health Association, American Water Works Association and Water Environment Federation.

(d) "Contract Year" means each twelve-month period (or portion thereof) commencing on July 1st during the Term.

(e) "Force Majeure Event" means any event or circumstances (other than a lack of funds or finances) beyond the reasonable control of and without the fault or negligence of the party which hinders or prevents such party from performing despite using commercially reasonable efforts. It shall include such failure to perform due to: an act of god; war (declared or undeclared); sabotage; riot; insurrection; civil unrest or disturbance; military or guerilla action; terrorism; economic sanction or embargo; civil strike, work stoppage, slow-down, or lock-out; explosion; fire; earthquake; abnormal weather conditions, action of the elements, hurricane; flood; lightning; wind; drought; peril of sea; the binding order of any governmental authority; the failure to act on the part of any governmental authority or any utility (provided that such action has been timely requested and diligently pursued); unavailability of equipment, supplies or products, but not to the extent that any such unavailability of any of the foregoing results from the failure of the party claiming Force Majeure to have exercised reasonable diligence; failure of equipment not utilized by or under the control of the party claiming Force Majeure.

(f) "Mansfield Director" means, initially, Mansfield's Director of Public Works and his or her successor as appointed by Mansfield's then-acting Water Pollution Control Authority, which, as of the Effective Date, is designated as Mansfield's Town Council.

(g) "Mansfield Use Percentage" means, during any period of time, the total Average Daily Flow transmitted to Mansfield Facilities that convey Sewage to the UConn Sewage Plant and connect directly (i) to the Mansfield Sewerage System; and (ii) to the UConn Sewerage System if such connection was approved by the Mansfield Director and UConn pursuant to Section 4(a)(ii)(1)(B), divided by the total GPD of Sewage treated at the UConn Sewage Plant (including Sewage collected and conveyed from Mansfield Facilities and other facilities located on property

owned by UConn or the State of Connecticut within Mansfield).

(h) “Mansfield Reserve Allocation” means, during any period of time, the GPD of Sewage reserved pursuant to Section 6(a) of this Agreement for the treatment of Sewage generated from Mansfield Facilities that connect directly (i) to the Mansfield Sewerage System; and (ii) to the UConn Sewerage System if such connection was approved by the Mansfield Director and UConn pursuant to Section 4(a)(ii)(1)(B), divided by the total capacity of UConn Sewage Plant, as measured by the total GPD of Sewage that may be treated at the UConn Sewage Plant. The Mansfield Reserve Allocation, as of the Effective Date, is [eighteen percent (18%)] (i.e., [540,000] GPD of Sewage, divided by [3,000,000] GPD total capacity of Sewage treatable at the UConn Sewage Plant).

(i) “Peak Daily Flow Rate” means the Average Daily Flow over any twenty-four hour period, expressed in million gallons per day.

(j) “Sewage” means a combination of the water-carried wastes from residence, business buildings, institutions, and industrial establishments, together with any ground, surface and stormwaters as may be present with such Sewage.

(k) “Suspended Solids” means solids that either float on the surface of, or are in suspension in water, or sewage, or other liquids, as determined by procedures defined in the latest edition of “Standard Methods for the Examination of Water and Wastewater” prepared and published jointly by American Public Health Association, American Water Works Association and Water Environment Federation.

(l) “UConn Capital Costs” means all costs associated with the construction of any improvements, modifications or enlargements to the UConn Sewage Plant and portions of the UConn Sewerage System that collect and convey Sewage generated from Mansfield Facilities, including administrative and construction costs, debt service and other payments due and owing under any bond offerings or other indebtedness issued in connection with such construction, engineering and legal fees, interest charges, costs of acquiring land and easements and legal and surveying costs associated with acquiring land easements; provided that such costs shall be reduced by any discounts, rebates or any judgments or settlements received for claims by UConn relating to the UConn Capital Costs.

(m) “UConn Operating Expenses” means all expenses for the operation and maintenance of the UConn Sewage Plant and the UConn Sewerage System incurred by UConn, including costs of labor (including fringe benefits), materials, supplies, utilities (including power, fuel and telecommunication), equipment repairs and replacement, license and permit fees and administration and other expenses directly attributable to proper operation and maintenance as may be further described in UConn’s most current Annual Budget.

(n) “UConn Sewer Use Regulations” means the then-current set of regulations duly passed by UConn’s Board of Trustees that governs the manner in which wastes and waters may be discharged for treatment at the UConn Sewage Plant for the purpose of (i) protecting the health, welfare and safety of operations and maintenance personnel for the sewerage system; (ii) protecting equipment, structures, and other facilities against excessive wear, corrosion, and premature

breakage; (iii) not interfering with treatment processes; and (iv) achieving compliance with discharge requirements set forth by Applicable Law.

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EXHIBIT B

Infrastructure Map

[attached]

DATA

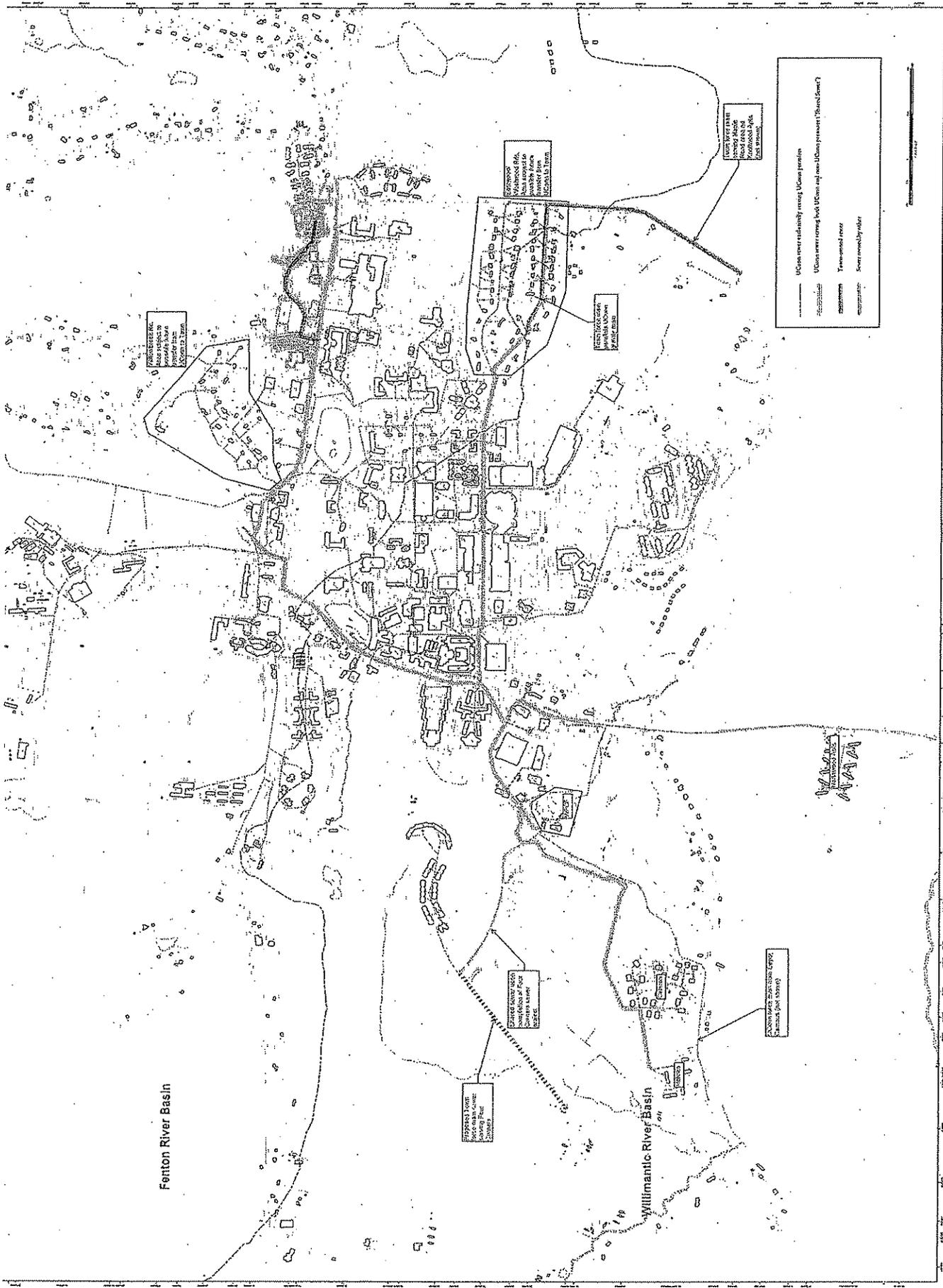


EXHIBIT C

UConn Sewer Use Regulations

[attached]

REF



University of Connecticut
Board of Trustees

January 30, 2007

The following is an excerpt from the University of Connecticut Board of Trustees' minutes of January 30, 2007:

"On a motion by Dr. Burrow, seconded by Dr. Rowe, **THE BOARD VOTED** to approve the Sewer System Rules and Regulations for the University and its non-University affiliated users to become effective July 1, 2007."

The full resolution is presented in the agenda of the January 30, 2007 meeting in Attachment 16.

Ronald C. Schurin
Ronald C. Schurin
Executive Secretary

January 30, 2007
Date

THE UNIVERSITY OF CONNECTICUT
SEWER SYSTEM

RULES AND REGULATIONS

University of Connecticut
As Approved By Board of Trustees
Effective Date: July 1, 2007

RULES AND REGULATIONS
OF
THE UNIVERSITY OF CONNECTICUT SEWER SYSTEM

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I. Intent

In order to ensure the proper removal and disposal of sewage within the geographic region supplied by the University of Connecticut's ("Supplier") Sewer Service and System; to insure the proper operation and maintenance and the protection of the Sewer System of the University of Connecticut; and to provide for the keeping of adequate records and for the reasonable and proper supervision of the use and operation of such Sewer System of the University of Connecticut, these rules and regulations are enacted, regulating and controlling the substances which may be discharged directly or indirectly into the Sewer System of the University of Connecticut and regulating and providing for the construction and maintenance of inspection, protective and treatment devices and facilities.

II. Definitions

"BOD" (denoting Biochemical Oxygen Demand) shall mean the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five days at 20°C, expressed in milligrams per liter (mg/l).

"COD" (denoting Chemical Oxygen Demand) shall mean the measure of the oxygen equivalent, expressed in milligrams per liter (mg/l) of that portion of the organic matter in a sample that is susceptible to oxidation.

"Customer" shall mean the person in contract with the Supplier for Sewer Services

"Garbage" shall mean solid wastes from the domestic and commercial preparation, cooking, and dispensing of food and from the handling, storage, and sale of produce.

"Industrial Wastes" shall mean the liquid wastes from industrial manufacturing processes, trade, or business as distinct from sanitary sewage.

"Natural Outlet" shall mean any outlet into a Watercourse, pond, ditch, lake or other body of surface or groundwater.

"Owner" shall mean the person or persons having title to the property to be served by a sewer.

"Person" shall mean any individual, firm, company, association, society, corporation or group.

"pH" shall mean the logarithm of the reciprocal of the weight of hydrogen ions in miles per liter of solution.

"Sanitary Sewer" shall mean a sewer which carries sewage and to which storm, surface, and groundwater are not intentionally admitted.

"Sewage" shall mean domestic sewage consisting of water and human excretions or other waterborne wastes incidental to the occupancy of a residential building or a non-residential, as may be detrimental to the public health or the environment, but not including manufacturing process water, cooling water, waste water from water softening equipment, blow down from heating and cooling equipment, water from cellar or floor drains or surface water from roofs, paved surface or yard drains.

"Sewer" shall mean a pipe or conduit for carrying sewage.

"Sewer Drain" shall mean that part of the lowest horizontal piping of a drainage system which receives the discharge from soil, waste, and other drainage pipes inside the walls of the building and conveys it to the Sewer Lateral, beginning five feet from the inner face of the building wall.

"Sewer Extension" shall mean the connecting pipes, if necessary, between Sewer Lateral and the Supplier Connection.

"Sewer Lateral" shall mean the extension from the sewer drain to the Sewer Extension, Supplier Connection, or other place of disposal.

"Sewer Service" shall mean the entire sewage disposal system operated by Supplier to provide sewage disposal to Customer.

"Sewer System" shall mean all facilities for collecting, pumping, treating, and disposing of sewage provided by Supplier to provide Sewer Services.

"Shall" is mandatory; "May" is permissive.

"Slug" shall mean any discharge of water, sewage or industrial waste which in concentration of any given constituent or in quantity of flow exceeds for any period of duration longer than 15 minutes more than five times the average 24 hour concentration of flows during normal operation.

"Storm Drain" (sometimes termed "Storm Sewer") shall mean a pipe or conduit which carries storm and surface waters and drainage, but excludes sewage and industrial wastes.

"Supplier" shall mean and refer to the University of Connecticut in its capacity as provider of Sewer Services through its Sewer System.

"Supplier Connection" shall mean the Supplier's main sewer connection to the Sewer Lateral, or to the Sewer Extension if necessary, including all piping and drainage necessary to effectuate a connection to the Supplier's existing Sewer System.

"Suspended Solids" shall mean solids that either float on the surface of, or are in suspension in water, sewage, or other liquids, and which are removable by laboratory filtering.

"Watercourse" shall mean a channel in which a flow of water occurs, either continuously or intermittently.

III. Sewer Laterals and Connections

- (a) Every person desiring to obtain sewage services from the University must submit an application and receive a permit for construction of necessary sewer pipelines and equipment.
- (b) After a permit has been issued, all costs and expenses incident to the installation and connection of the Sewer Lateral to the Supplier Connection, shall be borne by the Owner including indemnifying the Supplier for any loss or damage that may directly or indirectly be occasioned by the installation of the Sewer Lateral.
- (c) If it is necessary for a Sewer Extension to be installed, such cost of installation shall be borne by the Owner, but such Sewer Extension, upon being hooked up to the Supplier Connection, will be owned, operated and maintained by the Supplier.
- (d) The Owner shall notify the Supplier when the Sewer Lateral is ready for inspection and connection to the Supplier Connection. The actual connection shall only be made under the supervision of an employee or designee of the Supplier.
- (e) A separate and independent Sewer Lateral shall be provided for every building; except where one building stands at the rear of another on the interior lot and no private sewer is available or can be constructed to the rear building, the Sewer Lateral from the front of the building may be extended to the rear building and the whole considered one Sewer Lateral.

- (f) The size, slope, alignment, materials of construction of a Sewer Lateral, and the methods to be used in excavating, placing of the necessary pipes, jointing, testing, and backfilling the trench, shall all conform to the requirements of building and plumbing codes in effect in the State of Connecticut, in the Town of Mansfield, and to the applicable rules and regulations of the Supplier.

[A SECTION CAN BE ADDED ESTABLISHING SPECIFICATIONS FOR BUILDING SEWER LATERALS IF DESIRED]

IV. Use of Sewers; Prohibited Waste

- (a) No unauthorized person shall uncover, make any connections with or opening into, discharge any waste into, alter or disturb any Supplier Sewer System or appurtenance thereof without first obtaining a written permit from the Supplier.
- (b) 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 Supplier at least thirty (30) days prior to the proposed change or connection.
- (c) No person shall make sewer connections of roof downspouts, exterior foundation drains, areaway drains, yard drains, or other sources of surface runoff or groundwater to a Sewer Lateral or sewer drain which is connected to the Supplier Connection at some point.
- (d) No person shall discharge or cause to be discharged any storm water, surface water, ground water, cellar drainage, roof runoff, subsurface drainage, or uncontaminated cooling water, or grease from a commercial facility to any sanitary sewer.
- (e) Storm water, uncontaminated cooling water, and all other unpolluted drainage shall be discharged to such pipes or conduits as are specifically designated as a Storm Drain, or to an approved natural outlet approved by the Supplier and the Town of Mansfield.
- (f) No person shall discharge or cause to be discharged any of the following described waters or wastes to any public sewer:
- (1) Any gasoline, kerosene, alcohol, formaldehyde, benzene, naphtha, fuel oil, or other flammable or explosive liquid, solid, or gas, or any solid, liquid, or gas which by interaction with other substances may cause fire or explosion hazards.

- (2) Any waters or wastes containing toxic or poisonous solids, liquids, or gases in sufficient quantity either single or by interaction with other wastes, to injure or interfere with any sewage treatment process, constitute a hazard to humans or animals, create a public nuisance, or create any hazard in the receiving waters of the sewage treatment plant.
 - (3) Any waters or wastes having a pH lower than 6.0 or greater than 9.0 having any other corrosive property capable of causing damage or hazard to the sewage works, or personnel of the sewage works.
 - (4) Solid or viscous substances in quantities or of such size capable of causing obstruction to the flow in sewers, or other interference with the proper operation of the sewage works such as but not limited to sand, mud, straw, shavings, metal, glass, rags, feathers, ashes, cinders, tar, plastics, wood, unground garbage, whole blood, paunch manure, hair and fleshings, entrails and paper dishes, cups, grease, milk containers, etc., either whole or ground by garbage grinders.
- (g) No person shall discharge or cause to be discharged the following described substances, materials, water, or wastes if it appears likely, in the opinion of the Supplier, that such wastes can harm either the sewers, sewage treatment process or equipment, have an adverse effect on the receiving stream, or can otherwise endanger life, limb, public property, or constitute a nuisance. In forming an opinion as to the acceptability of these wastes, the Supplier will give consideration to such factors as the quantities of subject wastes in relation to flows and velocities in the sewers, materials of construction of the sewers, nature of the sewage treatment process, capacity of the sewage treatment plant, degree of treatability of wastes in the sewage treatment plant, and other pertinent factors. The substances prohibited are:
- (1) Any liquid or vapor having a temperature higher than 150° F.
 - (2) Any water or waste containing fats, wax, grease, or oils, whether emulsified or not, in excess of 100 mg/l or containing substances which may solidify or become viscous at temperatures between 32 ° and 150° F.
 - (3) Any garbage that has not been properly shredded. The installation and operation of any garbage grinder equipped with a motor of three-fourths horsepower or greater shall be subject to review and approval of the Supplier.

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- (4) Any waters or wastes containing strong acids, pickling wastes, concentrated plating solutions and/or subsequent plating rinses whether neutralized or not.
- (5) Any waters or wastes which are listed as hazardous materials by the Environmental Protection Agency.
- (6) Any waters or wastes containing phenols or other taste-or odor producing substances, in such concentrations exceeding limits which may be established by the Supplier as necessary, after treatment of the composite sewage, to meet the requirements of the State, Federal, or other public agencies.
- (7) Any radioactive wastes or isotopes of such half-life or concentration as may exceed limits established by the Supplier in compliance with applicable State or Federal Regulations.
- (8) Materials which exert or cause:
 - (i) Concentrations of Inert Suspended Solids (such as, but not limited to, Fullers earth, lime slurries and lime residues) or of dissolved solids (such as, but not limited to, sodium chloride, and sodium sulfate) in excess of 350 mg/l.
 - (ii) Excessive discoloration (such as but not limited to dye wastes and vegetable tanning solutions).
 - (iii) A BOD in excess of 300 mg/l or a COD in excess of 600 mg/l or a chlorine requirement in excess of 15 mg/l or in such quantities as to constitute a significant load on the wastewater plant.
 - (iv) Unusual volume of flow or concentration of wastes constituting Slugs, including backwash from swimming pools.
- (9) Waters or wastes containing substances which are not amenable to treatment or reduction by the sewage treatment processes employed, or are amenable to treatment only to such degree that the sewage treatment plant effluent cannot meet the requirements of other agencies having jurisdiction over discharge to the receiving waters.

- (10) Privy, septic tank or cesspool wastes. However the Supplier shall require haulers to discharge at a designated facility if one is developed within the Town or region.
- (h) If any waters or wastes are discharged, or are proposed to be discharged to the public sewers which waters contain the substances or possess the characteristics enumerated in Section (f) of this Section, and which in the judgment of the Supplier may have a deleterious effect upon the treatment plant or collection system, processes, equipment, or receiving waters, or which otherwise create a hazard to life or constitute a public nuisance, the Supplier may:
- (1) Reject the wastes.
 - (2) Require pretreatment to an acceptable condition for discharge, to the public sewers.
 - (3) Require control over the quantities and rates of discharge and/or
 - (4) Require payment to cover the added cost of handling and treating the wastes not covered by existing taxes or sewer charges.
- (i) Grease, oil and sand interceptors shall be provided for all commercial establishments with cooking facilities, or dishwashers, or any flammable wastes, sand, or other harmful ingredients; such interceptors may be required for private living quarters or dwelling units. All interceptors shall be located as to be readily and easily accessible for cleaning and inspection.
- (j) Where preliminary treatment or flow-equalizing facilities are provided for any waters or wastes, they shall be maintained continuously in satisfactory and effective operation by the Owner at his expense.
- (k) When required by the Supplier, the owner of any property serviced by a building sewer carrying industrial wastes shall install a suitable control manhole or manholes together with such necessary meters and other appurtenances in the control manholes to facilitate observation, sampling, and measurement of wastes. Control manholes shall be located and built in a manner acceptable to the Supplier. If measuring devices, meters, and other appurtenances are to be permanently installed they shall be of a type acceptable to the Supplier. All sampling, measuring, and other procedures must be acceptable to and approved by the Supplier. Control manholes, access facilities and all related equipment shall be installed by the person discharging the

waste, at his expense, and shall be maintained by him at his expense so as to be in safe condition, accessible and in proper operating condition at all times. Plans for the installation of the control manholes, access facilities and related equipment shall be approved by the Supplier prior to the beginning of construction.

- (l) No statement contained in this Article shall be construed as prohibiting any special agreement or arrangement between the Supplier and any person whereby a waste of unusual strength or character may be admitted to the sewage disposal works, either before or after pre-treatment provided that there is no impairment of the functioning of the sewage disposal works by reason of the admission of such wastes, and no extra costs are incurred by the Supplier without recompense by the person.
- (m) Sewer Extensions must comply with all Federal, State and local regulations, including but not limited to Plan of Development, Zoning, Coastal Area Management and Inland Wetlands regulations

V. Billing; Collection; Termination of Service

(a) Sewer Charges.

- (1) All Customers shall pay to Supplier, when due, a monthly sewer use charge per hundred cubic feet based upon water consumption as indicated on the meter horn installed in the building. If a Customer does not currently have a water meter, then one must be installed by Supplier, at the Customer's expense, before connection can be made to the Sewer System. See Section VI for more information on meters.
- (2) In addition to the above sewer use charge, each property owner shall pay a sanitary sewer outlet charge, paid at the time of connection, based upon a per acre of land charge calculated to the nearest 1/10 of an acre. Commercial Customers will pay a sanitary outlet charge, paid at the time of connection, of \$10,000.

(b) Billing; Payment.

Separate premises shall be separately billed. Supplier shall provide each Customer with a statement for Sewer Services in accordance with Supplier's standard billing practices for its customers. Bills are payable when rendered, which are normally semi-annually with the frequency for an account determined by the Supplier based on the days of service, classification and consumption. Failure of the

Customer to receive the bill does not relieve him/her from the obligation of payment or from the consequences of its non-payment.

(c) 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. However, the Supplier maintains the alternative right, in lieu of foreclosing on the property, and with proper notice, to terminate the Customer's Sewer Services until such time as payment is received. If the Supplier chooses to terminate the Customer's Sewer Service, a fee for reconnection may be charged.

VI. Meters for Billing

Occasionally sewer charges are calculated through the use of meters. If a building is not already outfitted with a meter, then a meter must be installed before the connection to the Supplier's Sewer System. In some cases where it is impractical to install a meter in the sewer line billing will be done according to water usage please see billing section V. And it maybe necessary to install a water meter instead. Such installation will be at the Customer's expense and subject to the following terms:

- (a) The meters will be owned, tested and removed by the Supplier. Damage due to freezing, hot water, faulty connections, or customer's own negligence shall be paid for by the Customer.
- (b) No person, other than the Supplier, shall break seals or disconnect meters unless specifically authorized in writing by the Supplier to do so. If any person takes such action without authorization from the Supplier, that person will be liable for damages which may result there from, and shall be billed on the basis of Sewer Services used in a similar period.
- (c) The Customer will provide, at their expense, an accessible and protected location for the meter, which location shall be subject to the approval of the Supplier at the time of service pipe installation.

The meter may be located inside a building when, in the opinion of the Supplier, an inside setting will provide adequate accessibility, protection against freezing or other damage to the meter, and when the Sewer Lateral does not exceed 150 feet in length. A setting within a building shall be located just inside the cellar wall at a point which will control the entire supply to the premise.

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When no suitable place inside the building is available, or the Sewer Lateral exceeds 150 feet in length, the Supplier may require that the meter be set near the street shutoff with suitable valve in a pit at least five feet deep, with a cover. Pit and cover shall be approved by the Supplier. Meter pits and vaults, including the meter vault cover, become the property of the Customer upon installation, and the Customer is responsible for the maintenance and repair of the vaults as needed from time to time. Meter pits and vaults should be accessible and free of debris, which will help prevent the meter from freezing or otherwise damaged.

- (d) The Customer is responsible for maintaining piping on either side of the meter in good condition and valved on both side of the meter so that the meter may be removed or replaced conveniently and without damage to such piping.
- (e) The Customer is requested to notify the Supplier promptly of any defect in or damage to the meter or its connections.
- (f) In order to assure accuracy, the Supplier may at any time remove a meter for tests, repairs or replacement. At a minimum, meters will be tested periodically with the testing schedule adopted by the Supplier. Customers shall allow the Supplier access to their property for such periodic meter tests.
- (g) Upon written request of Customer, the Supplier will test without charge to the Customer, the accuracy of a meter in use at his premises provided the meter has not been tested by the Supplier within one year prior to such request. If the Customer desires to be present for the meter test, he shall notify the Supplier within ten (10) days of receipt of the written notification granting such test by the Supplier.
- (h) The Supplier can assume no responsibility for clogging of interior house plumbing or flooding which may occur during or after interruption of service or repairs to services, meters or mains.
- (i) The Supplier may not be required to install a meter until all requirements for connection to the Supplier Connection have been met, including inspection of the Sewer Lateral by Supplier.

VII. Sewer System Ownership and Responsibilities

The Supplier shall operate, maintain, service, and repair the Sewer System that it owns, at its sole cost, excluding any repairs, replacements and

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maintenance required 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 Person who owns the Property served.

The Supplier shall not be liable for any damage to person or property, sustained as a result of any break, failure or accident in or to its system or any part thereof, which is not due to the Supplier's negligence, or which, being known to the customer, was not reported by that customer in time to avoid or mitigate such damage.

VIII. Inspection, Penalties, and Validity

- (a) Any representative of the Supplier, bearing proper credentials, must be permitted to enter all properties for the purposes of inspection, observation, measurement, sampling, and testing in accordance with the provisions of these regulations.
- (b) Any person violating any provision of these regulations shall be served by the Supplier with written notice stating the nature of the violation and providing a reasonable time limit for the satisfactory correction thereof. The Owner shall, within the period of time stated in such notice, permanently cease all violations. Any person violating any of the provisions of these regulations shall become liable to the Supplier for any expense, loss or damage occasioned by reason of such violation.
- (c) The invalidity of any one section, clause, sentence, or provision of these regulations shall not affect the validity of any other part of these regulations which can be given effect without such invalid part or parts.

IX. Fat, Oil and Grease; FOG Regulations

TABLE 1
Fats, Oils, and Grease Pretreatment Ordinance Sections

- Section 1. Purpose.
- Section 2. Definitions.
- Section 3. Application to Install a FOG Pretreatment System.
- Section 4. Discharge Limits.
- Section 5. Pretreatment System Requirements.
- Section 6. Alternate FOG Pretreatment System.
- Section 7. Pretreatment Equipment Maintenance.
- Section 8. FOG Minimization

Fats, Oils, and Grease Pretreatment

Section 1. Purpose.

The purpose of this rule is to outline the wastewater pretreatment requirements for Food Preparation Establishments and other commercial facilities that discharge fats, oils, and grease in their wastewater flow. All new and existing facilities that generate and discharge fats, oils, and grease in their wastewater flow shall install, operate, and maintain a FOG pretreatment system. The requirements of this ordinance shall supplement and be in addition to the requirements of the University of Connecticut or Town of Mansfield Sewer Use rules and regulations.

Section 2. Definitions.

AGENT – Authorized representative of the Town, University or {WWTP} Wastewater Treatment Plant.

CONTACT PERSON - The Contact Person shall mean the individual responsible for overseeing daily operation of the Food Preparation Establishment and who is responsible for overseeing the Food Preparation Establishment's compliance with the FOG Pretreatment Program.

FOG - FATS, OILS, AND GREASE - Animal and plant derived substances that may solidify or become viscous between the temperatures of 32°F and 150°F (0°C to 65°C); and that separate from wastewater by gravity. Any edible substance identified as grease per the most current EPA method as listed in 40-CFR 136.3.

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FOG INTERCEPTOR - A passive tank installed outside a building and designed to remove fats, oils, and grease from flowing wastewater while allowing wastewater to flow through it, and as further defined herein.

FOG RECOVERY UNIT - All active indoor mechanical systems designed to remove fats, oil, and grease by physical separation from flowing wastewater, as further defined herein.

FOG PRETREATMENT SYSTEM - Refers to properly installed and operated FOG Interceptors and FOG Recovery Units as approved by the {Agency}.

FOOD PREPARATION ESTABLISHMENTS - means Class III and Class IV food service establishments and any other facility determined by the {Agency} to discharge FOG above the set limits in Section 5(b)(2) of the Department of Environmental Protection's General Permit for the Discharge of Wastewater Associated with Food Preparation Establishments. These facilities shall include but not be limited to restaurants, hotel kitchens, hospital kitchens, school kitchens, bars, factory cafeterias, and clubs. Class III and Class IV food service establishments shall be as defined under Section 19-13-B42 of the State Of Connecticut Public Health Code.

NON-RENDERABLE FATS, OILS, AND GREASE - Non-renderable fats, oils, and grease is food grade grease that has become contaminated with sewage, detergents, or other constituents that make it unacceptable for rendering.

NOTIFICATION OF APPROVED ALTERNATE FOG PRETREATMENT SYSTEM - Written notification from the {Agency} for authorization to install and/or operate an alternate FOG Pretreatment System.

RENDERABLE FATS, OILS, AND GREASE - Renderable fats, oils, and grease is material that can be recovered and sent to renderers for recycling into various usable products. Renderable grease is created from spent products collected at the source, such as frying oils and grease from restaurants. This material is also called yellow grease.

RENDERABLE FATS, OILS, AND GREASE CONTAINER - Refers to a closed, leak-proof container for the collection and storage of food grade fats, oil, and grease.

REGIONAL FOG DISPOSAL FACILITY - A facility for the collection and disposal of non-renderable FOG approved by the Connecticut Department of Environmental Protection.

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Section 3. Application to Install a FOG Pretreatment System.

A. FOG Pretreatment Systems shall be provided for:

- (1) All new and existing Food Preparation Establishments, including restaurants, cafeterias, diners, and similar non-industrial facilities using food preparation processes that have the potential to generate FOG in wastewater at concentrations in excess of the limits defined in this ordinance.
- (2) New and existing facilities which, in the opinion of the {Agency}, require FOG Pretreatment Systems for the proper handling of wastewater containing fats, oils, or grease, except that such FOG Pretreatment Systems shall not be required for private living quarters or dwelling units.

B. All new Food Preparation Establishments which generate and discharge wastewater containing fats, oils, and grease and which will require a FOG Pretreatment System, as determined by the {Agency}, shall include the design and specifications for the FOG Pretreatment System as part of the sewer connection application as described in the {Town, University or WWTP} Sewer Use Ordinance.

C. All existing Food Preparation Establishments which generate, and discharge wastewater containing fats, oils, and grease, and which require a new FOG Pretreatment System, as determined by the {Agency}, shall submit an application for the installation of a new FOG Pretreatment System within twelve (12) months of adoption of this ordinance. The application shall be in accordance with {Town, University or WWTP} Sewer Use Ordinance. The approved FOG Pretreatment System shall be installed within three (3) years of adoption of this ordinance.

D. Existing Food Preparation Establishments which generate, and discharge wastewater containing fats, oils, and grease, and which have an existing non-complying FOG Pretreatment System may, as determined by the {Agency}, operate the existing FOG Pretreatment System. Such facilities shall submit an application for an "Alternate FOG Pretreatment System" as described in {Section 6 C}. Such application shall be submitted within twelve (12) months of adoption of this ordinance.

E. All costs and related expenses associated with the installation and connection of the FOG Interceptor(s) or Alternate FOG Pretreatment System(s) shall be borne by the Food Preparation Establishment. The

Food Preparation Establishment shall indemnify the {Town, University or WWTP} and its Agents for any loss or damage that may directly or indirectly occur due to the installation of the FOG Pretreatment System.

Section 4. Discharge Limits.

- A. No facility shall discharge or cause to be discharged any wastewater with a FOG concentration in excess of one hundred (100) milligrams per liter, as determined by the currently approved test for total recoverable fats and grease listed in 40 CFR 136.3, or in concentrations or in quantities which will harm either the sewers, or Water Pollution Control Facility, as determined by the {Agency}.

Section 5. Pretreatment System Requirements.

- A. An application for the design and installation of a FOG Pretreatment System shall be subject to review and approval by the {Agency} per the {Town, University or WWTP} Sewer Use Ordinance, and subject to the requirements of all other applicable codes, ordinances, and laws.
- B. Except as provided by {Section 6}, the wastewater generated from Food Preparation Establishments shall be treated to remove FOG using a FOG Interceptor.
- C. Every structure at the subject facility shall be constructed, operated, and maintained, in a manner to ensure that the discharge of food preparation wastewater is directed solely to the FOG Interceptor, or Alternate FOG Pretreatment System. No valve or bypass piping that could prevent the discharge of food preparation wastewater from entering appropriate pretreatment equipment shall be present.
- D. The Contact Person at each Food Preparation Establishment shall notify the {Agency} when the FOG Pretreatment System is ready for inspection and connection to the public sewer. The connection and testing shall be made under the supervision of the plumbing inspector, and/or {Agent}.
- E. All applicable local plumbing/building codes shall be followed during the installation of the FOG Pretreatment System.
- F. FOG Interceptor Requirements.
 - (1) The FOG Interceptor shall be installed on a separate building sewer servicing kitchen flows and shall only be connected to those fixtures or drains which can allow fats, oils, and grease to be discharged into the sewer. This shall include:

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- (a) Pot sinks;
 - (b) Pre-rinse sinks, or dishwashers without pre-rinse sinks;
 - (c) Any sink into which fats, oils, or grease may be introduced;
 - (d) Soup kettles or similar devices;
 - (e) Wok stations;
 - (f) Floor drains or sinks into which kettles may be drained;
 - (g) Automatic hood wash units;
 - (h) Dishwashers without pre-rinse sinks; and
 - (i) Any other fixtures or drains that can allow fats, oils, and grease to be discharged into the sewer.
- (2) No pipe carrying any wastewater other than from those listed in the Paragraph above shall be connected to the FOG Interceptor.
- (3) No food grinder (garbage disposal) shall discharge to the FOG Interceptor.
- (4) The FOG Interceptor shall be located so as to maintain the separating distances from well water supplies set forth in Section 19-13-B51d of the Public Health Code.
- (5) The following minimum-separating distances shall be maintained between the FOG Interceptor and the items listed below.
- | | |
|---|-------|
| (a) Property line | 10 ft |
| (b) Building served (no footing drains) | 15 ft |
| (c) Ground water intercepting drains, footing drains and storm drainage systems | 25 ft |
| (d) Open watercourse | 50 ft |
- (6) The FOG Interceptor shall have a retention time of at least twenty-four (24) hours at the maximum daily flow based on water meter records or other calculation methods as approved by the {Agency}. The FOG Interceptor minimum capacity shall be 1,000 gallons. FOG Interceptors shall have a minimum of two compartments. The two compartments shall be separated by a baffle that extends from the bottom of the FOG interceptor to a minimum of five (5) inches above the static water level. An opening in the baffle shall be located at mid-water level. The size of the opening shall be at least eight (8) inches in diameter but not have an area exceeding 180 square inches.
- (7) FOG Interceptor shall be watertight and constructed of precast concrete, or other durable material.

- (8) FOG interceptors constructed of precast concrete, shall meet the following requirements:
- (a) The exterior of the FOG Interceptor, including the exterior top and bottom and extension to grade manholes, shall be coated with a waterproof sealant.
 - (b) All concrete FOG interceptors shall be fabricated using minimum 4,000-psi concrete per ASTM standards with 4 to 7 percent air entrainment.
 - (c) All structural seams shall be grouted with non-shrinking cement or similar material and coated with a waterproof sealant.
 - (d) Voids between the FOG Interceptors walls and inlet and outlet piping shall be grouted with non-shrinking cement and coated with a waterproof sealant.
- (9) All non-concrete septic tanks must be approved for use by the {Agency}.
- (10) The FOG Interceptor shall be accessible for convenient inspection and maintenance. No structures shall be placed directly upon or over the FOG Interceptor.
- (11) The FOG Interceptor shall be installed on a level stable base that has been mechanically compacted with a minimum of six (6) inches of crushed stone to prevent uneven settling.
- (12) Select backfill (Recommended material, sand) shall be placed and compacted around the FOG Interceptor in a manner to prevent damage to the tank and to prevent movement caused by frost action.
- (13) The outlet discharge line from the FOG Interceptor shall be directly connected to the municipal sanitary sewer.
- (14) The FOG Interceptor shall have a minimum liquid depth of thirty-six (36) inches.
- (15) Separate clean-outs shall be provided on the inlet and outlet piping.
- (16) The FOG Interceptor shall have separate manholes with extensions to grade, above the inlet and outlet piping. FOG interceptors installed in areas subject to traffic shall have manhole extensions to grade with ductile iron frames and round manhole covers. The word "SEWER" shall be cast into the manholes

covers. FOG Interceptors installed outside areas subject to traffic may have concrete risers with lids either having a minimum weight of 59 lbs or shall be provided with a lock system to prevent unauthorized entrance. All manholes and extensions to grade providing accesses to the FOG Interceptor shall be at least seventeen (17) inches in diameter.

- (17) Inlet and outlet piping shall have a minimum diameter of four (4) inches and be constructed of schedule 40 PVC meeting ASTM 1785 with solvent weld couplings.
- (18) The inlet and outlet shall each utilize a tee-pipe on the interior of the FOG Interceptor. No caps or plugs shall be installed on the tee-pipes. The inlet and outlet shall be located at the centerline of the FOG Interceptor and at least twelve (12) inches above the maximum ground water elevation. The inlet tee shall extend to within 12 inches of the bottom of the FOG Interceptor. The inlet invert elevation shall be at least three (3) inches above the invert elevation of the outlet but not greater than four (4) inches. The outlet tee-pipe shall extend no closer than twelve (12) inches from the bottom of the FOG Interceptor and the diameter of this tee-pipe shall be a minimum of four (4) inches.
- (19) The diameter of the outlet discharge line shall be at least the size of the inlet pipe and in no event less than four (4) inches.
- (20) When necessary due to installation concerns, testing for leakage will be performed using either a vacuum test or water-pressure test.
 - (1) Vacuum Test - Seal the empty tank and apply a vacuum to two (2) inches of mercury. The tank is approved if 90 percent of the vacuum is held for two (2) minutes.
 - (2) Water-Pressure Test - Seal the tank, fill with water, and let stand for twenty-four (24) hours. Refill the tank. The tank is approved if the water level is held for one (1) hour.

Section 6. Alternate FOG Pretreatment System.

- A. When it is not practical for the Food Preparation Establishment to install an outdoor in-ground FOG Interceptor per {Section 5}, an Alternate FOG Pretreatment System may be utilized upon approval by the {Agency} and upon receiving a "Notification of Approved Alternative FOG Pretreatment System." Approval of the system shall be based on demonstrated (proven) removal efficiencies and reliability of operation.

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The {Agency} will approve these systems on a case-by-case basis. The Contact Person may be required to furnish the manufacturer's analytical data demonstrating that FOG discharge concentrations do not exceed the limits established in this ordinance.

B. Alternate FOG Pretreatment Systems shall consist of a FOG Recovery Unit meeting the requirements of {Paragraph D below}, unless there are special circumstances that preclude such installation, as approved by the {Agency}, and in accordance with {Paragraph E}.

C. Alternate FOG Pretreatment Systems shall meet the requirements of {Section 5, A through E}, and {Section 5 F. (2) and (3)} and shall be installed immediately downstream of each of the fixtures and drains listed in {Section 5 F. (1)}.

D. Alternate FOG Pretreatment System Requirements.

(1) FOG Recovery Units shall be sized to properly pretreat the measured or calculated flows using methods approved by the {Agency}.

(2) FOG Recovery Units shall be constructed of corrosion-resistant material such as stainless steel or plastic.

(3) Solids shall be intercepted and separated from the effluent flow using a strainer mechanism that is integral to the unit.

(4) FOG Recovery Units shall operate using a skimming device, automatic draw-off, or other mechanical means to automatically remove separated FOG. This skimming device shall be controlled using a timer, FOG sensor, or other means of automatic operation. FOG Recovery Units operated by timer shall be set to operate no less than once per day.

(5) FOG Recovery Units shall be included with an internal or external flow control device.

(6) FOG Recovery Units shall be located to permit frequent access for maintenance, and inspection.

E. Other Alternate FOG Pretreatment System

(1) Other Alternate FOG Pretreatment Systems that do not meet the requirements of {Section 5 F or Section 6 D}, may be considered for approval by the {Agency} on a case-by-case basis. The application shall include:

- (a) Documented evidence that the Alternate FOG Pretreatment System will not discharge FOG concentrations that exceed the discharge limits per {Section 4}.
 - (b) Plans and specifications for the proposed system including plans and profile of system installation, manufacturer's literature, documentation of performance and any other information detailing the alternate system.
 - (c) A written Operation and Maintenance Plan, which shall include the schedule for cleaning and maintenance, copies of maintenance log forms, a list of spare parts to be maintained at the subject facility, and a list of contacts for the manufacturer and supplier. Following receipt of written Notification of Approved Alternate FOG Pretreatment System from the {Agency}, the Operation and Maintenance Plan shall be maintained on the premises. The plan shall be made available for inspection on demand by the {Agent}.
 - (d) A written FOG Minimization Plan, which shall include procedures for all Food Preparation Establishment employees to minimize FOG entering the wastewater collection system.
 - (e) Description of a FOG Pretreatment Training Program for Food Preparation Establishment employees in minimization procedures.
- (2) A Notification of Approved Alternate FOG Pretreatment System may be granted for a duration not to exceed three (3) years, with extensions, when demonstrated to the satisfaction of the {Agency} that the Alternate FOG Pretreatment System, Operation and Maintenance Plan, FOG Minimization Plan and FOG Pretreatment Training Program are adequate to maintain the FOG concentration in the wastewater discharge below the limits set in {Section 4}.

Section 7. Pretreatment Equipment Maintenance

- A. The FOG Pretreatment System shall be maintained continuously in satisfactory and effective operation, at the Food Preparation Establishment's expense.
- B. The Contact Person shall be responsible for the proper removal and disposal, by appropriate means, of the collected material removed from the FOG Pretreatment System.
- C. A record of all FOG Pretreatment System maintenance activities shall be maintained on the premises for a minimum of five (5) years.

- D. The Contact Person shall ensure that the FOG Interceptor is inspected when pumped to ensure that all fittings and fixtures inside the interceptor are in good condition and functioning properly. The depth of grease inside the tank shall be measured and recorded in the maintenance log during every inspection along with any deficiencies, and the identity of the inspector.
- E. The Contact Person shall determine the frequency at which its FOG Interceptor(s) shall be pumped according to the following criteria:
- (1) The FOG Interceptor shall be completely cleaned by a licensed waste hauler when 25% of the operating depth of the FOG Interceptor is occupied by grease and settled solids, or a minimum of once every three (3) months, whichever is more frequent.
 - (2) If the Contact Person can provide data demonstrating that less frequent cleaning of the FOG Interceptor will not result in a grease level in excess of 25% of the operating depth of the FOG Interceptor, the {Agency} may allow less frequent cleaning. The Contact Person shall provide data including pumping receipts for four (4) consecutive cleanings of the FOG Interceptor, complete with a report from the FOG hauler indicating the grease level at each cleaning, and the FOG Interceptor maintenance log.
 - (3) A maintenance log shall be maintained on the premises, and shall include the following information: dates of all activities, volume pumped, grease depth, hauler's name, location of the waste disposal, means of disposal for all material removed from the FOG Interceptor, and the name of the individual recording the information. The maintenance log and waste hauler's receipts shall be made available to the {Agent} for inspection on demand. Interceptor cleaning and inspection records shall be maintained on file a minimum of five (5) years.
- F. All removal and hauling of the collected materials must be performed by State approved waste disposal firms. Pumped material shall be disposed of at a Regional FOG Disposal Facility. Pumping shall include the complete removal of all contents, including floating materials, wastewater and settled sludge. Decanting back into the FOG Interceptor shall not be permitted. FOG interceptor cleaning shall include scraping excessive solids from the wall, floors, baffles and all piping.
- G. The Contact Person shall be responsible for the cost and scheduling of all installation and maintenance of FOG Pretreatment System components. Installation and maintenance required by the {Agent} shall be completed within the time limits as given below:

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Violation	Days from Inspection to Correct Violation
Equipment not registered	30 days
Installation violations (outdoor and indoor)	90 days
Operational violations	30 days

Section 8. FOG Minimization.

- A. The Contact Person shall make every practical effort to reduce the amount of FOG contributed to the sewer system.
- B. Renderable fats, oils, and grease shall not be disposed of, in any sewer or FOG Interceptor. All renderable fats, oils, and grease shall be stored in a separate, covered, leak-proof, Renderable FOG Container, stored out of reach of vermin, and collected by a renderer.
- C. Small quantities of FOG scraped or removed from pots, pans, dishes and utensils shall be directed to the municipal solid waste stream for disposal.

EXHIBIT D

Sewage Restrictions

Wastewater Load Criteria
MAXIMUM PERMISSIBLE VALUES

PARAMETER	MAX VALUE
BOD	<p>The BOD of the Sewage conveyed to the UConn Sewage Plant that is generated from Mansfield Facilities that connect directly (i) to the Mansfield Sewerage System; and (ii) to the UConn Sewerage System if such connection was approved by the Mansfield Director and UConn pursuant to Section 4(a)(ii)(1)(B) may not exceed, at any period of time, the Mansfield Use Percentage multiplied by 6,425 Pounds per day (and, in no event, may exceed the Mansfield Reserve Percentage multiplied by 6,425 Pounds per day).</p>
TSS	<p>The Suspended Solids of the Sewage conveyed to the UConn Sewage Plant that is generated from Mansfield Facilities that connect directly (i) to the Mansfield Sewerage System; and (ii) to the UConn Sewerage System if such connection was approved by the Mansfield Director and UConn pursuant to Section 4(a)(ii)(1)(B) may not exceed, during any period of time, the Mansfield Use Percentage multiplied by 5,365 Pounds per day (and, in no event, may exceed the Mansfield Reserve Percentage multiplied by 5,365 Pounds per day).</p>
Nitrogen	<p>The nitrogen of the Sewage conveyed to the UConn Sewage Plant that is generated from Mansfield Facilities that connect directly (i) to the Mansfield Sewerage System; and (ii) to the UConn Sewerage System if such connection was approved by the Mansfield Director and UConn pursuant to Section 4(a)(ii)(1)(B) may not exceed, during any period of time, the Mansfield Use Percentage multiplied by 1,000 Pounds per day (and, in no event, may exceed the Mansfield Reserve Percentage multiplied by 1,000 Pounds per day).</p>
pH Standard Units	<p>The Sewage conveyed to the UConn Sewage Plant that is generated from Mansfield Facilities that connect directly (i) to the Mansfield Sewerage System; and (ii) to the UConn Sewerage System if such connection approved by the Mansfield Director and UConn pursuant to Section 4(a)(ii)(1)(B) may not, during any period of time, have a pH lower than 6.0 or greater than 9.0 (in each case, based on an instantaneous measurement).</p>

EXHIBIT E

Initial Annual Budget

The Annual Budget for the first Contract Year is attached hereto.

It is acknowledged and agreed to by the parties that (i) \$3.2 million of UConn Capital Costs currently estimated for construction of items in the Headworks Building, Carrousel Basins, Process Equipment, Disinfection, and Collection System, as described in a vulnerability assessment of the UConn Sewerage System and UConn Sewage Plant prepared by UConn's consultants, will not be allocated to Mansfield pursuant to Section 9(b) of the Agreement; and (ii) UConn's collection of Mansfield's portion of the UConn Capital Costs for the first Contract Year described in the attached Annual Budget shall be deferred until, and added to Mansfield's portion of the UConn Capital Costs in, the second Contract Year.

DRAFT

TOWN OF MANSFIELD
UNIVERSITY OF CONNECTICUT
SEWER & WATER SERVICE AGREEMENT

This agreement shall become effective on the 1st day of January, 1989, between:

The TOWN OF MANSFIELD, acting by and through its Town Council, hereinafter referred to as "TOWN".

The UNIVERSITY OF CONNECTICUT, acting by and through its Board of Trustees, hereinafter referred to as "UNIVERSITY".

WITNESSETH:

WHEREAS, Special Act NO. 78-79 and Public Act No. 85-544 of the State of Connecticut Legislature authorize the UNIVERSITY to enter into agreements with the Mansfield Retirement Community, Inc., the Town of Mansfield, and the Mansfield Housing Authority to provide sewer and water service to facilities for predominantly low and moderate income elderly persons, and

WHEREAS, extensions of the UNIVERSITY'S sewer and water systems have been made for these purposes, and said systems are now in place, complete and functional, and

WHEREAS, UNIVERSITY also supplies water to and collects sewage from the Audrey P. Beck Municipal Building, and

WHEREAS, TOWN and UNIVERSITY are now jointly interested in entering into a formal agreement with each other setting forth the terms and conditions of all said water and sewer services, and

WHEREAS, the terms and conditions of said sewer service have been set forth in the UNIVERSITY'S sewer operating ordinance approved by the Connecticut Department of Environmental Protection and U.S. Environmental Protection Agency attached hereto in part as Appendix A, and by reference made a part hereof, and

NOW, THEREFORE, in consideration of the above premises and the agreements and commitments hereinafter following, TOWN and UNIVERSITY do hereby agree as follows:

I. WATER SERVICE TERMS AND CONDITIONS:

UNIVERSITY shall provide water service to: Mansfield Retirement Community, Inc., (Juniper Hill), the Town of Mansfield Senior Center, the Town of Mansfield Housing Authority's Wright's Village, Development and the Mansfield Cooperative's Glen Ridge for a maximum population of approximately five hundred (500) persons, and water service to the Audrey P. Beck Building and Mansfield Housing Authority's Holinko Estates as set forth herein. In addition, water service shall be provided to a nursing facility of one hundred twenty (120) bed maximum when and if such facility is constructed. Said water service shall be in accordance with the quality, quantity and pressure standards for potable water as set forth in sections 19-13-B102 of the Connecticut Public Health Code, excepting that no fire hydrants shall be permitted in the distribution lines beyond the juncture with the UNIVERSITY'S 8" line at the intersection of Westwood and South Eagleville Roads.

UNIVERSITY shall maintain adequate sources of supply, treatment facilities, storage facilities, and distribution lines to provide said water service now and for the terms of this Agreement except that the TOWN shall maintain or cause to be maintained all distribution lines, meters and auxiliaries associated with the above referenced facilities beyond the juncture with the UNIVERSITY'S 8" line at the intersection of Westwood and South Eagleville Roads in accordance with the UNIVERSITY'S operation and maintenance methods and accepted standards for water distribution systems.

UNIVERSITY shall bill the TOWN for the water consumed by the above referenced facilities. Said billings shall be on a semi-annual basis based on meter readings located at or near these establishments.

UNIVERSITY shall establish unit water service rates and charges to recover water system operation, maintenance, administrative, and overhead costs on an annual basis. Said rates shall be communicated to TOWN as soon as possible after being established or revised, and prior to the first billing of each fiscal year.

II. SEWER SERVICE TERMS AND CONDITIONS:

UNIVERSITY shall receive sanitary sewage generated only by the facilities named in the first paragraph of Section I above.

TOWN shall cause said sewage from these facilities to be delivered to the UNIVERSITY's sewer system by means of owned and maintained system consisting of a pump station located on Eagleville Road and a 6" force main location on South Eagleville Road, Westwood Road, and Hillside Circle discharging into the UNIVERSITY'S gravity sewer system.

TOWN shall be responsible for the operation and maintenance of said pump station and force main in accordance with UNIVERSITY specifications and standard operation procedures at no cost to UNIVERSITY. To this end, TOWN shall permit UNIVERSITY inspection and approval of TOWN design, construction, maintenance and operation of these facilities whenever appropriate.

UNIVERSITY shall maintain, expand and enlarge, as necessary, any and all of its facilities so as to maintain adequate collection and treatment facilities for said sewage from the TOWN as described above now and for the term of this Agreement.

UNIVERSITY shall bill the town for the sewage accepted from the above referenced facilities.

UNIVERSITY shall establish unit sewer service rates and charges to recover their sewer system operation, maintenance, administrative, and overhead costs on an annual basis. Said user charges shall be communicated to TOWN as soon as possible after being established or revised, and prior to the first billing each fiscal year.

III. TERM AND AGREEMENT:

This Agreement shall be binding upon the parties, their successors and assigns for a period of five years, and thereafter shall be renewed on a year-to-year basis unless otherwise terminated by either party sixty days in advance of the anniversary date.

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

TOWN OF MANSFIELD
STATE OR COUNTY

UNIVERSITY OF CONNECTICUT

Martin H. Berliner 6-27-89
Martin H. Berliner
Town Manager

Sallie A. Giffen 5/5/89
Sallie A. Giffen
Vice President for
Finance and Administration

Recommended as to form
and content:

[Signature]
Town Attorney

Attest:

Paul M. Shapiro
Paul M. Shapiro
Assistant Attorney General

AGREEMENT

Mansfield, CT
Doc # 2010-0080620
Vol 697 Pg. 375
11/18/2010 04:36:01pm

This Agreement made and concluded on the 30th day of September, 2010 by and between the Town of Mansfield, a municipal corporation organized and existing under the laws of the State of Connecticut, acting through its Town Council, which Council is acting herein as the Water Pollution Control Authority for the Town of Mansfield, hereinafter called "Mansfield"; and the Town of Windham, a municipal corporation organized under the laws of the State of Connecticut, acting through its Water Pollution Control Authority, duly authorized, hereinafter called "Windham", and both acting pursuant to Chapter 103 of the Connecticut General statutes, as amended.

WITNESSETH:

Whereas, Windham has constructed, owns and operates a sewerage system and a sewage treatment plant; and has constructed modifications and additions to said system and to said plant; and

Whereas, Mansfield desires to enter into a new agreement with Windham for sewage collection, sewage and septage treatment, and to share the costs thereof with Windham; and

Whereas, Windham agrees, under certain conditions, to receive sanitary sewage and industrial wastes from the Town at several locations, and agrees to treat said sanitary sewage and said industrial wastes at Windham's sewage treatment plant; and

Whereas, Windham also agrees to accept and treat septage at its sewage treatment plant; and,

Whereas, disputes have arisen between the parties concerning a 1972 Agreement (collectively, the "Disputes"), some of which Disputes resulted in certain legal proceedings, (collectively, the "Litigation"), including three matters currently pending: (1) Town of Mansfield, acting through its Town Council, and the Council acting as the Water Pollution Control Authority f/k/a the Sewer Authority v. City of Windham f/k/a City of Willimantic, acting through its Water Pollution Control Authority f/k/a the Sewer Authority and Windham's Water Pollution Control Authority, Docket No. TTD-CV-09-4011437-S, Superior Court, Judicial District of Tolland at Rockville; (2) Town of Mansfield, acting through its Town Council, and the Council acting as the Water Pollution Control Authority f/k/a the Sewer Authority v. City of Windham f/k/a City of Willimantic, acting through its Water Pollution Control Authority f/k/a the Sewer Authority and Windham's Water Pollution Control Authority, Docket No. TTD-CV-09-5003731-S, Superior Court, Judicial District of Tolland at Rockville (matters 1 and 2 hereinafter referred to as the "Superior Court proceedings"); and (3) an arbitration proceeding before the American Arbitration Association, captioned Town of Mansfield, acting through its Town Council, and the Council acting as the Water Pollution Control Authority f/k/a the Sewer Authority v. City of Windham, f/k/a City of Willimantic, acting through its Water Pollution Control Authority f/k/a the Sewer Authority and Windham's Water Pollution Control Authority, Case No. 12 181 Y 00265 08 (the "Arbitration"); and

Whereas, Mansfield and Windham desire to (i) settle and resolve the Disputes and Litigation and enter into a new agreement concerning Windham's acceptance of wastewater from users in Mansfield and (ii) have Windham maintain Mansfield's collection system on a contractual basis, as set forth in this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which the parties hereby each acknowledge, Mansfield and Windham hereby agree as follows:

SETTLEMENT OF LITIGATION

1. Having partially completed the Litigation, receiving two interim awards in the Arbitration (Interim Award issued on May 22, 2009; Second Interim Award issued on July 10, 2009), and after discussing and negotiating the foregoing, Mansfield and Windham have reached a settlement expressed in this New Agreement to resolve all issues and replace the previous 1972 Agreement, resolve all of the Disputes and Litigation and convert the interim arbitration awards to a final arbitration award.
2. Within ten (10) days of the execution of this Agreement by Mansfield and Windham, Mansfield shall file with the Clerk of the Superior Court, Judicial District of Tolland, withdrawals with prejudice of the two Superior Court proceedings in their entirety.
3. Mansfield and Windham each hereby withdraw, with prejudice, any and all claims against each other for legal fees or other costs incurred in connection with any matters that comprise the Disputes and Litigation.
4. Within ten (10) days of the execution of this Agreement by Mansfield and Windham, Mansfield and Windham shall submit a joint stipulation in the Arbitration, requesting the arbitrator to enter an Order converting the Interim Award issued on May 22, 2009 and the Second Interim Award issued on July 10, 2009 into a Final Award under American Arbitration Association Commercial Arbitration Rules R-43 or R-44. Mansfield and Windham shall be bound by such Order and Final Award and hereby waive any and all rights they may have to reconsideration, judicial review or appeal of such Order and Final Award.
5. This Agreement is contingent upon the parties' full performance of the conditions set forth in paragraphs 1 through 4 above.

Article A. Definitions

Unless the context in which they are used herein clearly indicates otherwise, the following words shall be defined as indicated:

1. MGD: Millions of gallons per day.
2. Year: Fiscal year for Connecticut municipalities.
3. Quarterly Invoice: The bill or invoice prepared by Windham and sent to Mansfield at the close of each Billing Quarter for payment by Mansfield.
4. Available Funds: means an amount of immediately available dollars on deposit in a capital reserve account, operating fund or other town or WPCA fund which has been appropriated and approved for expenditure for the purpose applicable under this agreement, or for which the issuance of bonds, notes or other obligations of the have been duly and legally authorized and available to be issued without further approval to finance the purpose applicable under this agreement, and which the Town of Mansfield agrees to expend, or in the case of bonds, notes or other obligations, agrees to issue and expend the proceeds of, to meet its obligations under this agreement.

5. Billing Quarter: There are four Billing Quarters consisting of the following time periods: First Billing Quarter: July, August and September; Second Billing Quarter: October, November and December; Third Billing Quarter: January, February and March; Fourth Billing Quarter: April, May and June
6. Capacity Reserve Percentage: The Sewage Treatment Plant Capacity that is reserved to each of the parties, and is determined by a fraction, the numerator of which is the Capacity reserved to a party and the denominator of which is the total treatment plant capacity of 5.5. The sum of the capacities of all parties to this agreement is 100%. For example, the Town of Mansfield's Capacity Reserve Percentage is .5MGD/5.5MGD, or 9.1%. Windham's Capacity Reserve Percentage is 89.9%.
7. Plant Flow: A measure of the total flow of sewage, septage and grease to the Treatment Facility. This figure is expressed in million gallons and carried to 2 decimal places.
8. Actual Flow Percentage: A measure of the flow of sewage, septage and grease to the treatment plant, expressed as a percentage of total flow, and is determined by a fraction, the numerator of which is Mansfield Metered Flow, and the denominator of which is the total of sewage flow to the plant, as measured by the treatment plant final effluent flow meter for the same period of time.
9. Adjusted Plant Flow: The total of sewage flow to the plant for a period of one fiscal year adjusted by adding to it seven times the gallonage of septage and grease accepted and treated at the plant during the same fiscal year.
10. Adjusted Plant Flow Percentage: A measure of the flow of sewage to the treatment plant for a one year period, expressed as a percentage of Adjusted Plant Flow, and is determined by a fraction, the numerator of which is the flow of sewage for a year through all meters measuring Mansfield sewage flow, and the denominator of which is the Adjusted Plant Flow for the same one year period of time.
11. Mansfield Metered Flow: The measured flow for a given period of time from the Rt.195 Metering Station minus the measured flow from the Mansfield Ave. Metering Station
12. Increased Capacity Capital Cost: The cost of the planning, acquisition and construction of improvements the substantial purpose of which is to increase the capacity of the sewage treatment plant, and all improvements constructed simultaneously therewith. The costs include all direct costs, such as contractors, equipment, supplies, land acquisition, legal costs, including costs of litigation arising therefrom, and all indirect costs, including the cost of time expended by Town of Windham employees, including during normal business hours and the cost of employee benefits, arising from or provided in connection with the foregoing
13. Increased Capacity Operating Cost: The increase in the "per unit" cost of treatment incurred in operating the treatment plant as a result of an increase in plant capacity. For example, the per unit cost of treating the flow through the sewage treatment plant to comply with nitrogen discharge regulations in affect as of the date of this agreement would increase if the flow of wastewater to the plant were increased. This is because the allowable discharge is not a "per gallon" concentration but an aggregate measure that reduces the allowable nitrogen content on a per unit basis as the aggregate of units discharged increases.
14. Joint Facilities: Any part of a sewerage system or sewage treatment plant to be used jointly by the parties herein, regardless of the percentage of use by either party, excluding Non Joint Facilities.
15. Non Joint Facilities: Any part of the sewage system or sewage treatment plant not used jointly by the parties herein. At the present the Non Joint Facilities consist of the septage receiving station, grease receiving station, "Mansfield Lines" and "Windham Lines".
16. PPD: Pounds per day.
17. Septage: The mixed liquid and solid contents pumped from septic tanks and dry wells (cesspools) receiving domestic type sewage.

18. Secondary sewage treatment: A form of sewage treatment in which a large portion of organic material is stabilized and removed by the action of microorganisms.
19. Sanitary Sewage: The common waste waters and water carried wastes from human dwellings and from toilet and lavatory fixtures, kitchens, laundries and similar facilities of business and industrial buildings. Sanitary sewage shall not include storm waters from roofs, yards, streets or open spaces, water from land surfaces or brooks, clean waste or overflows from springs, wells or subsoil drainage, large volumes of clean water from air conditioners or other cooling or condensing facilities, clean water from hydraulically operated contrivances and those waste included within the definition of "industrial wastes".
20. Sewer: A pipe or conduit for carrying sewage.
21. Sanitary Sewer: A sewer which carries sewage and to which storm, surface and ground waters are not intentionally admitted.
22. Sewage Treatment Plant or Sewage Treatment Facility: Any arrangement of devices and structures used for treating sewage. Here and afterward referred to as Plant.
23. Industrial Wastes: The liquid wastes from industrial processes as distinct from sanitary sewage.
24. Person: Any individual, firm, company, association, society, corporation or group.
25. Operating costs: The costs for operation and maintenance of any joint facility, including but not limited to, costs of labor, materials, chemicals, power, fuel, equipment replacement, and cost of Windham officials normally involved in the operation and maintenance of the sewage plant and sewerage system based on the time which said officials spend on operation and maintenance of any joint facility.
26. Sewerage System: All facilities for collecting sewage to a point for treatment.
27. Conantville Interceptor: The sewer pipe which carries wastewater from both Windham and Mansfield and extends from the Mansfield Avenue metering station in Windham to the Route 195 metering station in Mansfield.
28. "Windham Lines" are the publicly owned sewer lines which only carry sewage from Windham.
29. "Mansfield Lines": A portion of the publicly owned sewer lines in Mansfield together with their appurtenant manholes and other related items or structures that exist or that may be installed that collect only sewage in Mansfield from Mansfield's southerly sewer service area as shown on a map submitted by Mansfield to the Department of Environmental Protection (Attached here as appendix B) and deliver it to Windham. The current Mansfield Lines, which are set forth on the plan sheets that are attached hereto as Appendix A, are:

- A. Route 195 interceptor (Puddin Lane to the Eastbrook Mall)
- B. Conantville Road lateral (Eastbrook Heights to the Conantville interceptor)
- C. Mansfield City Road lateral (Freedom Green to the Conantville interceptor)
- D. Meadowbrook Road lateral (Mansfield City Road to Circle Drive)
- E. Circle Drive lateral (Circle Drive loop)

11/12/2010
 Paper copies of above maps are
 stored in the Town of Mansfield's vault.



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Article B. Treatment of Wastewater

Windham agrees that Windham's existing sewage treatment plant is designed and expected to be capable of providing secondary sewage treatment for an average flow of 5.5 MGD of wastewater. Windham agrees to operate and maintain its plant consistent with acceptable wastewater treatment plant procedures. Windham agrees to receive and treat sanitary sewage, septage and industrial wastes from Mansfield at an average daily rate of up to 0.5 MGD.

Windham may reduce plant capacity at any time, provided .5 MGD capacity shall remain reserved to Mansfield.

The parties hereto agree and understand that the activated sludge process is utilized within the sewage treatment plant, and that primary and secondary treatment, chlorination and sludge disposal are used by Windham for treatment.

The Town of Windham shall notify the Town of Mansfield a minimum of 90 days prior to making any changes to the Plant or other joint facilities that may affect Mansfield's use of the plant or the allocation of costs therefore. Said changes shall be subject to the approval of the Town of Mansfield, whose action shall be required within 60 days of said notice and whose approval shall not be unreasonably withheld. Normal life cycle replacements to the treatment facility's existing tankage and equipment or in the event of an Article F (b) change to the treatment plant or other change as may be required by court or law, shall not require the approval of Mansfield. Changes to the treatment facility's septage and grease receiving facilities shall not require said notice or approval as they, by ruling of the Arbitrator in AAA case no. 12 181 Y 00265 08, are not considered to be joint facilities.

Article C. Collection of Wastewater

Mansfield agrees that the Conantville Interceptor shall be under the supervision and control of Windham, and Windham agrees to maintain, inspect and operate the Conantville Interceptor.

Direct connections to the Conantville Interceptor at any location shall require application to Mansfield for a permit. Upon receipt of such application, the Town shall forthwith notify Windham of the pendency of such application. The actual physical connection to the interceptor shall be made by the Windham Sewer Department in accordance with accepted engineering practices. The actual cost, including labor and materials, shall be billed to Mansfield.

The Town of Windham agrees to accept septage taken from properties within the Town of Mansfield and hauled to the Plant by properly permitted septage haulers. Windham agrees not to charge higher rates for processing septage, grease or other hauled materials originating in Mansfield than for the processing of such materials originating within Windham.

Mansfield and Windham agree to construct, operate and maintain their sewerage systems so as to exclude stormwater therefrom.



Article D. Current Plant Operating Cost Allocation and Payment

- (1) Based upon the capacity and configuration of the treatment plant in existence and expected to operate at the time of entering into this agreement, Mansfield agrees to pay to Windham a percentage of the annual operating cost of the sewage treatment plant, and a percentage of the annual operating cost of any part of the sewerage collection system, which also carries sewage from Mansfield.
 - a. In calculating all annual operating costs, the maintenance and operating costs of the portion of sewerage collection system used by both Windham and Mansfield shall be included as an eligible operating expense.
 - b. Increased Capacity Operating Costs due pursuant to Article F(a) herein, if any, shall be added to the amount due under Article D(1)(a) above.
 - c. Any share allocated to the Town of Mansfield as provided for in this article will be computed and billed at the end of each Billing Quarter. Annual Operating cost divided by Adjusted Plant Flow for the previous year will determine the annual cost per million gallons of sewage treatment. This amount will be used to determine the amount due to Windham from Mansfield in the current Billing Quarter. This figure (Annual cost per million gallons of sewage treatment) will be multiplied by Mansfield Metered Flow (In Million Gallons) multiplied by .87 (17% is the current total flow reduction for infiltration in the Conantville interceptor). The resulting amount will be billed to Mansfield and due and payable within 30 days of billing. Example: Annual Operating Cost \$2 Million Dollars; Plant Flow (Annual) 800 Million Gallons; Septage & Grease Flow (Annual) 8 Million Gallons: (8 Million gal. x 7 = 56 Million Gal. + 800 Million Gal. = Adjusted Plant Flow of 856 Million Gal.) \$2 Million Dollars / 856 Million Gal. = \$2,336 per Million Gal. (Annual Cost per Million Gal. of Sewage Treatment)

Article E. Payment of Construction Costs

Mansfield agrees to make payment to Windham for its share of all costs as provided herein according to the following schedule:

- 1. Construction Costs:
 - a. Article F(c) Modifications. Modifications to the plant as described in Article F(c), including the modifications currently under construction, shall be allocated between the parties as set forth in F(c).
 - i. Article F(c) modifications financed by debt. Mansfield shall pay for its share of the joint facility capital costs quarterly as determined by Windham's monthly repayment schedule for principal and interest due on any and all notes or loans associated with joint facility improvements. As an example, if Windham's principal and interest repayment obligation is \$1.2 M for the year and Mansfield's flow proportionate share is 5% for the quarter in question, Mansfield will pay 5% of \$300,000 for the quarter or \$15,000. For purposes of this section all debt service payable by Windham in a year will be divided into equal monthly payments and the amount to be paid by Mansfield for the applicable quarter shall be the sum of the amount of such equal monthly installments This computed amount will be included by Windham on Mansfield's quarterly usage invoice.

- ii. Article F(c) modifications not financed by debt. Mansfield shall pay for its share of joint facility capital costs which Windham did not issue debt to finance based on a hypothetical debt issuance of an 8 year debt payable in monthly installments of level principal and interest at an interest rate that the town of Windham would have incurred if it had issued such debt at tax exempt rate of interest incurred by the Town of Windham for general obligation bonds. Mansfield at any time may pre pay without penalty the entire principal amount due to Windham.
- b. Article F (b) Modifications. Modifications made to the sewage treatment facility as described in Article F(b) shall be allocated between the parties as set forth in F(b) and paid in the manner set forth in Article E(1)(a)(i) for modifications financed by debt, and Article E(1)(a)(ii) for modifications not financed by debt.

Article F. Plant Expansion

a. Windham agrees to construct, within a reasonable time, such additional treatment plant capacity as may be required at any time to treat any increase in waste flow from Mansfield. In such a case, a Mansfield wastewater flow greater than .5 MGD, or a total waste flow which exceeds the plant capacity of 5.5 MGD, shall require all Increased Capacity Capital Costs be paid for entirely by the party requesting the additional capacity. No such construction or planning for the increased capacity shall commence until 1) the parties have entered into a memorandum of understanding setting forth the expected Increased Capacity Capital Costs, and 2) Mansfield or Windham have Secured Funds to finance complete implementation of the additional treatment plant capacity.

b. In the event that Windham is required by any State or Federal agency to provide a higher degree or increased treatment in the future, or to otherwise modify the plant or the system the total cost of any such modification shall be apportioned between the parties based on their Capacity Reserve Percentage, provided, in the event that any such modifications occur after any additions to plant capacity as provided hereinabove, the cost of providing such higher degree of treatment or of such modifications shall be apportioned between the parties based upon the Capacity Reserve Percentage determined after giving effect to the construction of such additional or reduced capacity.

c. In the event Windham is required to renovate the treatment facility where process modifications or a higher degree of treatment is not required, the cost of such renovation shall be apportioned between the parties in accordance with the Actual Flow Percentage.

d. The Town of Windham has the sole authority without approval from Mansfield to use its' Capacity Reserve Percentage as determined by the Windham W.P.C.A.

e. In the event Plant Expansion is the result of the addition of a town or other party, the Town of Mansfield shall have no approval rights provided that Mansfield shall incur no increased cost from either Increased Capacity Capital Cost or Increased Capacity Operating Cost.

Article G. Ordinances

The character of the wastes to be delivered to the treatment plant by Mansfield shall meet the requirements of the present Rules and Regulations Relating to Windham Water Pollution Control Authority of the Town of Windham, Connecticut, a copy of which Ordinance is attached hereto for reference. The same may be amended by Windham from time to time with notice given to Mansfield.

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Article H. Amendments to the Agreement

This Agreement may be amended at any time by the duly authorized obtaining written consent of both parties.

Article I. Disputes

The parties hereto agree that any dispute arising between Windham and Mansfield relating to the interpretation of this Agreement shall be submitted to the American Arbitration Association for mediation prior to any judicial action by either party.

Article J. Audit

Windham agrees to keep books and records of all expenditures and disbursements concerning any facility covered by this Agreement, in accordance with generally accepted accounting principals, and shall provide to Mansfield monthly summaries of revenues and expenses and shall also render Mansfield, at least annually, a financial statement setting forth a summary of such receipts and disbursements.

Windham also agrees that all of its books, records, accounts, statements, and any other memoranda concerning the construction, maintenance, and operation of any facility covered by this Agreement and the records of costs thereof, shall be subject to inspection and audit by Mansfield at all reasonable times.

Article K. Contract Maintenance of Mansfield Lines

Definitions:

1. Windham to Operate and Maintain the Mansfield Lines

On behalf of the Town of Mansfield, beginning on October 1, 2010 Windham shall operate and maintain the "Mansfield Lines" on a contractual basis. Such operation and maintenance shall be in accordance with all applicable Federal and State of Connecticut laws, rules, regulations or other similar requirements, and also shall be in accordance with generally accepted collection system practices including, but not limited to, bi-annual cleanings, periodic TV inspections, minor maintenance such as sealing leaky joints, repairing manhole structures, covers, risers and inverts and all other maintenance measures necessary to keep the Mansfield lines operating in good condition. Windham shall keep accurate records of all manpower, equipment, materials and contracted services used in operating and maintaining the Mansfield Lines and with the exception of the operation and maintenance of the Conantville interceptor, Windham will bill Mansfield for these services on a quarterly basis. Mansfield shall reimburse Windham for all such operation, materials and maintenance services upon receipt of Windham's invoice. Both parties agree to review said operation and maintenance activities annually, and Windham agrees to discuss any expensive or unusual maintenance work (work in excess of \$ 5,000) with Mansfield prior to performing it.



1. Mansfield shall grant permission to Windham, its contractors and agents to enter Mansfield town roads and sewer easement areas for the purposes of operating and maintaining the Mansfield Lines provided, however, that Windham first provides reasonable advance notice to Mansfield except in cases of emergency in which case Windham shall provide notice to Mansfield as soon as is reasonable under the circumstances. No permit, excavation or bonding fees shall apply, but Windham shall make any applicable repairs to any Mansfield facilities in accordance with Mansfield's public improvement specifications.
2. Charges to Mansfield for maintenance performed by Windham and/or outside contractors: Mansfield shall be charged for actual hours worked by Windham personnel on the "Mansfield Lines". The rate to be charged to Mansfield shall be equal to the hourly rate of pay received by the individuals assigned by Windham to perform this work. Mansfield shall also be charged by Windham for all costs of outside contractors hired by Windham to perform work on "Mansfield Lines". All Windham staff labor fees paid by Mansfield for "Mansfield Lines" maintenance shall be included with but segregated from the operating expenses of the sewer facilities when calculating Mansfield's annual cost to treat 1 Million Gallons of sewage. Similarly, Windham shall record and make available to Mansfield all man-hours and rates of pay for all hours worked on the "Windham Lines". Additionally this amount shall be deducted from the operating expenses of the sewer facilities when calculating Mansfield's annual cost to treat 1 Million Gallons of sewage for billing purposes.

Article L. Windham WPCA Meetings

Annually in July Windham shall provide advance notice to Mansfield of all Windham WPCA meetings. The WPCA shall hold its' meetings open to the public such that the Chairperson of the Mansfield WPCA or the Chairperson's delegate shall attend and participate in the discussions at the Windham WPCA meetings. Where to do so will not violate, in the opinion of Windham, the laws relating to open meetings and freedom of information, Windham will invite the said Chairperson or delegate to attend executive sessions.

Article M. Indemnification

To the greatest extent permitted by law, Mansfield and Windham each agree to indemnify and hold harmless the other, against whom a claim is asserted by virtue of involvement or relationship with it, from any and all claims, demands, actions, suits, controversies, damages, losses, expenses, and the like arising out of or relating to the other party's performance of this Agreement, which indemnification and hold harmless includes reasonable attorney's fees, court or mediation or arbitration costs, and expert witness and consultant fees expended in connection with the defense of any of the foregoing.

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Article N. Term

This Agreement shall commence on July 1, 2010 and have a 5 year term. However, the term of this Agreement shall be automatically extended for five years at each fifth anniversary, except that no later than 180 days prior to the end of each 5 year period, the parties hereto shall undertake a thorough and expeditious review of treatment facility operations and this Agreement, a process which may conclude in the renegotiation of this Agreement, or change or alteration of any of its provisions. Any such amendment, change or alteration shall be implemented at the beginning of the next five year term. Notwithstanding this automatic review and extension, this Agreement shall not be altered, changed or amended except for formal written amendment approved and duly executed by the parties hereto. The performance by any party of its respective obligations under this Agreement shall not operate in any way as a waiver of non-compliance or breach by another party.

OTHER AGREEMENT PROVISIONS:

1. This Agreement is a full, final and complete settlement of the issues, Disputes and Litigation arising from the 1972 Agreement described hereinabove. It is effective as of July 1, 2010.
2. This Agreement sets forth the entire agreement between Mansfield and Windham on the subject matter contained herein. No agreement modifying this Agreement shall be binding unless made in writing and signed by a duly authorized representative of Mansfield and Windham.
3. This Agreement shall be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.
4. Mansfield hereby represents that Matthew W. Hart is the Town Manager of the Town of Mansfield, and that he is duly authorized to execute this Agreement and that he is of sound capacity to enter this Agreement. Windham hereby represents that Rene Goss is the Chair of the Windham WPCA and Neal Beets is the Town Manager, and that together they are duly authorized to execute this Agreement and that they are of sound capacity to enter this Agreement.
5. This Agreement shall be construed to make each of its provisions enforceable. In the event that any provision hereof is deemed to be illegal or unenforceable, then the provisions shall be reformed so as to as closely as possible reflect the intent of the provision, but in such a manner so as to comply with applicable law, and such a determination shall not affect the validity or enforceability of the remaining provisions thereof, all of which shall remain in full force and effect.



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IN WITNESS WHEREOF, the undersigned have hereto executed this Amended Agreement.

Town of Mansfield

Town of Windham

Town of Windham W.P.C.A.

By: Matthew W. Hart

By: Neal Beets

By: Rene Goss

Its: Town Manager
Duly Authorized

Its: Town Manager
Duly Authorized

Its: Chairman WPCA
Duly Authorized

Print Name: Matthew W. Hart

Print Name: Neal Beets

Print Name: Rene Goss

State of CONNECTICUT

State of CT

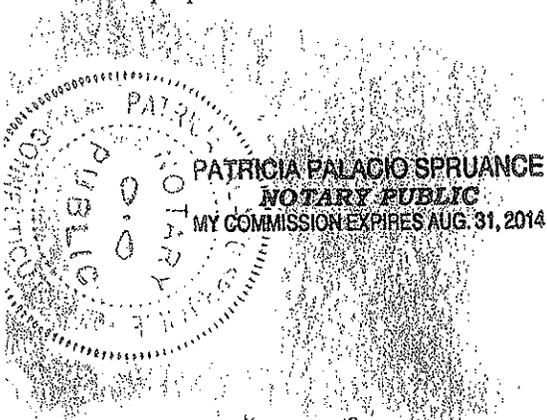
State of CT

County of TOLLAND

County of Windham

County Windham
State of WINDHAM

On this 30th day of September, 2010, before me, Patricia Palacio Spruance the undersigned officer, personally appeared Matthew W. Hart, of the Town of Mansfield, known to me or satisfactorily proven to be the person described in the foregoing instrument, and who acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.



In witness whereof I hereunto set my hand

Patricia Palacio Spruance

Commissioner of the Superior Court
Notary Public My Commission Expires:

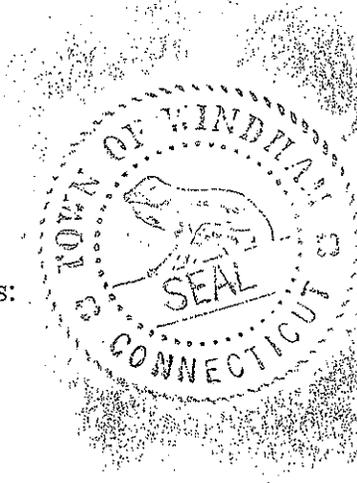
On this 30th day of September, 2010, before me, Patricia Palacio Spruance the undersigned officer, personally appeared Neal Beets & Rene Goss, of the Town of Windham, known to me or satisfactorily proven to be the person described in the foregoing instrument, and who acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.



In witness whereof I hereunto set my hand

Patricia Palacio Spruance

Commissioner of the Superior Court
Notary Public My Commission Expires:



Mansfield Reserve Calculations, Existing and Potential New Uses

Currently Connected	Estimated Wastewater Flow (gpd)	2015 Actual Usage (gpd)	Data Source
SE Pumping Station	33,000	33,000	<i>Pumping Records (as of April 2016)</i>
Glen Ridge			
Juniper Hill			
Wright's Village			
Mansfield Senior Center			
PO Pumping Station	38,000	38,000	<i>Pumping Records (as of April 2016)</i>
MP-2 (Hair Cuttery / Wingstop / UPS Store)			
Hanks Hill Road Mobile park			
Courtyard Condos			
Storrs Center Build-Out (<i>Includes MP-2, Dual Accounted</i>)	169,300	80,000	
Krollwood	20,400	20,400	
Farm Previous Water & Sewer Agreement			
Holinko Estates	5,800	5,800	
Total Connected	266,500	177,200	
Not Connected (as of 8/2015)			
Four Corners Sewer	187,000		<i>App C (Weston & Sampson Pump Station Eval)</i>
Masonicare	30,000		<i>Masonicare Estimate 2012</i>
Future Anticipated Development	65,500		<i>p. 3-1 (2007 Wastewater Master Plan)</i>
Total Not Currently Connected	282,500	282,500	
Total Wastewater Allocation	549,000	459,700	
Percentage of 3.0 MGD	18.3%	15.3%	

Recommend use 18% as Mansfield's reserve allocation of the 3.0 MGD which is 540,000 gallons per day

