

AGREEMENT

THIS AGREEMENT made this day of _____, 1996, by and between the City of Waterbury (hereinafter referred to as "WATERBURY"), and the Town of Cheshire (hereinafter referred to as "CHESHIRE"), both municipal corporations organized and existing under the laws of the State of Connecticut.

WITNESSETH

WHEREAS, WATERBURY operates a sanitary sewerage system, including a trunk sewer and treatment plant, serving the City of Waterbury;

WHEREAS, WATERBURY is authorized by its Charter to contract with any municipality or municipal sewage authority for the treatment and disposal of sewage originating outside the City of Waterbury;

WHEREAS, there are certain areas of Cheshire, which can be conveniently served by sewers or drains discharging into WATERBURY's sewerage system;

WHEREAS, the said area which can be conveniently served is described in Exhibit A attached hereto and made a part hereof (hereinafter called the "SERVICE AREA"); and

WHEREAS, CHESHIRE is authorized by the laws of the State of Connecticut to enter into contracts for the use of other sewerage facilities;

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties do hereby covenant and agree as follows:

ARTICLE I

DEFINITIONS

Section 101. Definitions: As used in this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the words and terms listed in this section shall have the following meanings:

"Capital Charges" mean the annual costs set forth in Parts A and B of Exhibit C attached hereto incorporated herein.

"Contract Year" means the twelve-month period commencing at 12:01 a.m. prevailing time, on July 1, of each year, except that the first Contract Year shall begin on the date of execution of this Agreement, and ending at 12:00 p.m., prevailing time, on the following June 30.

“Estimated Service Charge” means the estimated annual amount due WATERBURY pursuant to this Agreement, payable in advance, to pay CHESHIRE’s fair proportionate of the Net Operating Costs for the upcoming Contract Year plus CHESHIRE’s Capital Charges for such Contract Year. Such amount shall be equal to CHESHIRE’s actual Service Charge for the previous Contract Year.

“Net Operating Costs” means the total annual cost of operating and maintaining WATERBURY’s system, as reduced by any governmental grants-in-aid received.

“Present Plant” means WATERBURY’s present sewage treatment facility in operation as of the date hereof.

“Replacement Plant” means WATERBURY’s sewage treatment facility as expanded under construction in progress as of the date hereof.

“Reserved Plant Share” means the percentage of the total capacity of the Replacement Plant reserved for CHESHIRE as calculated pursuant to Part B of Exhibit C of this Agreement attached hereto incorporated herein.

“Service Area” means the area to be served under this Agreement, more fully described in Exhibit A attached hereto and incorporated herein.

“Service Charge” means the annual amount due WATERBURY pursuant to this Agreement to pay CHESHIRE’s faire proportionate share of the Net Operating Costs, which amount will be calculated as set forth in Part C of Exhibit C attached hereto and incorporated herein, plus CHESHIRE’s Capital Charges calculated as set forth in Parts A and B of said Exhibit C.

“Trunk Line” means WATERBURY’s present trunk line in operation as of the date hereof.

ARTICLE II SERVICES

Section 201. Services. WATERBURY will provide sewerage service for the conveying, treatment and disposal of acceptable sewage and industrial wastes originating within and only within the Service Area.

Section 202. Maximum Flow. The average daily flow from the Service Area shall not exceed _____gallons per day.

Section 203. Expansion of Services Neither the Service Area nor the maximum average daily flow set forth in Section 202 shall be expanded or enlarged without the prior consent of WATERBURY in writing and approved by its Board of Aldermen in accordance with its Charter.

Section 204. Zoning Change in Service Area. Upon any change in the zoning regulations or all or any part of the Service Area, which change will increase the amount or nature of the flow of sewage or wastes, the within and foregoing Agreement will, at the option of either of the parties hereto, be subject to review and renegotiation with reference to CHESHIRE's maximum daily flow and the costs chargeable to CHESHIRE for sewerage services; provided, however, that approval of any increase in use and reserved plant share shall be within the sole discretion of WATERBURY.

ARTICLE III

REQUIREMENT REGARDING SEWAGE OR WASTE

Section 301. Requirements Regarding Sewage or Waste. It is understood by CHESHIRE, that WATERBURY cannot accept any sewage or waste that contains substances that it is not properly equipped to remove or the acceptance of which will violate the various permits WATERBURY operates under. Therefore, WATERBURY will not accept any sewage or waste which violates any of the prohibitions and restrictions set forth in Section II of the Rules and Regulations of the WATERBURY District attached hereto as Exhibit B and incorporated herein, as such Rules and Regulations may from time to time be amended by WATERBURY to conform to the intent of this Section 301.

Section 302. Failure to Comply with Requirement Regarding Sewage or Waste. If CHESHIRE discharges unacceptable sewage or waste into the WATERBURY system, CHESHIRE shall be responsible for reimbursing WATERBURY for any fines and cleanup expenses incurred by WATERBURY as a result of such discharge. If CHESHIRE continues to discharge such unacceptable sewage or waste for more than sixty (60) days after written notice has been provided by WATERBURY; WATERBURY may terminate its services under this Agreement; provided however, that such termination shall not relieve CHESHIRE from its obligations pursuant to Section A and B of Exhibit C attached hereto.

ARTICLE IV

METERS

Section 401. Installation of Meters. CHESHIRE will, at its own cost and expense, install a meter or meters for the purpose of measuring the amount of flow discharged into WATERBURY's system. Title to all meter housing facilities and appurtenances thereto will be vested in CHESHIRE.

Section 402. Maintenance of Meters. CHESHIRE will have the financial obligation to maintain, repair or replace all meter housing facilities and appurtenances thereto. WATERBURY will give written notice to CHESHIRE of any and all maintenance, engineering, repairs, or capital expenditures required in connection with said meter housing facilities and appurtenances thereto deemed necessary by WATERBURY in order to ensure adequate flow readings.

Section 403. Disputes Concerning Maintenance of Meters. In the event that CHESHIRE disputes the necessity of any such maintenance, engineering, repairs or capital expenditures required by WATERBURY, it shall, within fifteen (15) days of receiving notice from WATERBURY under Section 402, give written notice to WATERBURY of such dispute. Such notice by CHESHIRE will stay the running of the sixty (60) period provided in Section 402 until the completion of arbitration under this Section 403. WATERBURY shall, within fifteen (15) days of the notice of dispute from CHESHIRE, request that the American Arbitration Associates select an arbitrator to resolve this dispute. Upon selection, the arbitrator shall conduct a hearing or hearings in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The arbitrator may require that tests of the meter or meters be conducted under the supervision of such independent engineer as the arbitrator may select. Within ninety (90) days of his or her selection, the arbitrator shall provide written notification to WATERBURY and CHESHIRE of his or her decision, listing his or her findings of fact and conclusions of law. The arbitrator shall not have the power to amend or add to this Agreement.

The decision of the arbitrator shall be final and binding on the parties. If, in an arbitration proceeding conducted hereunder, the arbitrator decides in favor of WATERBURY, CHESHIRE will pay all costs of arbitration; if the arbitrator decides in favor of CHESHIRE, WATERBURY will pay all costs of arbitration; if the arbitrator decides partially in favor of each party, the parties will share equally the costs of arbitration.

Section 404. Meter Reading and Calibration. WATERBURY shall be provided proper access to all meter stations and shall read the meters monthly to determine the actual flow being discharged to the WATERBURY system. WATERBURY will have all meters calibrated within a schedule established by it, generally four times a year; however, in no event will the meters be calibrated more than once per month. The cost of calibration will be paid by CHESHIRE and a report of the calibration will be submitted to CHESHIRE by WATERBURY with the bill for such calibration. WATERBURY will assume full responsibility and cost for reading the meters on a monthly basis, and will indemnify and hold harmless CHESHIRE, its officers, agents and employees, for any and all claims, losses, damages, liability, suits, actions and costs of every nature and description arising from any act or omission by WATERBURY on CHESHIRE facilities.

Section 405. Calculation of Flow During Meter Malfunction. During the period following notice by WATERBURY to CHESHIRE of any meter malfunction and prior to the correction of such malfunction or the resolution of any dispute concerning the correction of such malfunction pursuant to Section 403, WATERBURY will calculate CHESHIRE's monthly flow, based on the average monthly metered flow during the previous six (6) months.

ARTICLE V
SERVICE CHARGES

Section 501. Service Charges. In consideration of the services described in Section 201, CHESHIRE annually on July 1, or within thirty (30) days thereafter will pay to WATERBURY, the Estimated Service Charge for the upcoming Contract Year, together with the amount of any shortfall from the previous Contract Year. CHESHIRE's Service Charge, based on available information which will, at all times, remain subject to revision, will be computed and assessed as provided in Exhibit C attached hereto and incorporated herein. In the event that the amount of the Estimated Service Charge is less than the Service Charge as calculated at the close of the Contract Year, the amount of such shortfall will be billed to CHESHIRE as a retroactive charge in the following Contract Year.

Section 502. Operating Cost Surcharge for Exceeding Maximum Flow. Operating costs chargeable to CHESHIRE for all flowage exceeding the maximum 2.5 mgd per day will be computed at 150% of the charge for treating CHESHIRE flowage up to 2.5 mgd. This surcharge will be computed at the close of the Contract Year.

Section 503. Failure to Pay Bill. Any bill submitted hereunder by WATERBURY to CHESHIRE which remains unpaid after thirty (30) days from the date of its submission shall bear interest at the rate of 1% per month commencing on the thirty-first (31st) day. If said thirtieth (30th) day is a Sunday or holiday, the next following business day shall be the last day on which payment may be made without the addition of the delayed payment charge. WATERBURY may, whenever any amount due remains unpaid subsequent to the thirtieth (30th) day after the due date, provide at least thirty (30) days' advance written notice has been given, discontinue accepting sewage and waste from CHESHIRE until such bill and any subsequent payments which have become due are paid. No such discontinuance shall relieve CHESHIRE of its obligations pursuant to Sections A and B of Exhibit C attached hereto and incorporated herein.

Section 504. One Time Assessment For Increased Reserved Plant Share. In consideration of the increased Reserved Plant Share to be utilized by CHESHIRE under this Agreement, CHESHIRE will pay to WATERBURY the sum of \$_____.

ARTICLE VI
FUTURE CAPITAL COSTS

Section 601. Future Capital Costs. CHESHIRE will pay the full cost and expense of enlarging or expanding CHESHIRE's system, or any part thereof, undertaken subsequent to the date of this Agreement, which enlargement or expansion is necessitated solely by the needs of CHESHIRE. The cost to CHESHIRE of any such future enlargement or expansion not necessitated solely by the needs of CHESHIRE shall be assessed and allocated by WATERBURY based on CHESHIRE's Reserved Plant Share of the enlarged or expanded plant.

Section 602. Review of Share. WATERBURY may review the capital cost formula set forth in Section B of Exhibit C attached hereto and incorporated herein every five years and may revise such formula to reflect any increase. CHESHIRE's Reserved Plant Share shall not be decreased during the term of this Agreement unless WATERBURY is able to contract with a substitute user or users with a credit rating(s) at least equal to the credit rating of CHESHIRE for CHESHIRE's Reserved Plant Share for the remainder of the term of this Agreement; provided, however, that WATERBURY will have no obligation to seek out or find such substitute user or users. CHESHIRE's obligations under Section A and B of Exhibit C attached hereto and incorporated herein, shall continue for the term of this Agreement whether or not CHESHIRE uses its Reserved Plant Share unless a substitute user contracts with WATERBURY as described above.

ARTICLE VII INDEMNIFICATION

Section 701. Indemnification. CHESHIRE will indemnify and save WATERBURY harmless from all damages, claims for damages, costs or expenses resulting from damage to persons or property within the service area hereinbefore described caused by negligence of CHESHIRE in the connection of any sewer or drain and/or the discharge into WATERBURY sewage systems from said sewers or drains except when such damages, claims for damages, costs or expenses are caused by the negligence of WATERBURY.

ARTICLE VIII MISCELLANEOUS

Section 801. Waterbury Charter and Rules and Regulations Control. This Agreement and CHESHIRE's performance of its obligations hereunder are subject to the Charter of the Waterbury District and the Rules and Regulations of the Waterbury District, and in the event of any conflict between the Charters, Rules or Regulations of either party, WATERBURY's Charter and/or Rules and Regulations shall control. Nothing herein shall require CHESHIRE in the performance of its obligations hereunder to perform any act which would be in violation of its Charter.

Section 802. Expenses. CHESHIRE shall reimburse WATERBURY for all expenses incurred by WATERBURY which are directly related to the drafting, execution or the enforcement of any provision of this Agreement, except as otherwise provided in Section 403 hereof, or any other provision of this Agreement, and the services provided to CHESHIRE by WATERBURY for any connection to the Waterbury trunk sewer hereunder. Such expenses shall include but not be limited to legal, construction and engineering expenses.

Section 803. Entire and Complete Agreement. This Agreement, together with the Exhibits incorporated by reference, constitutes the entire and complete Agreement of the parties with respect to the provision of sewerage services by WATERBURY and all prior and contemporaneous understandings, arrangements and commitments, whether oral or written, have been merged herein.

Section 804. Severability. In the event, one or more of the provisions contained in this Agreement shall, for any reason, be held invalid, illegal, or unenforceable in any respect, such illegality or invalidity shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Section 805. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Section 806. Amendment. This Agreement may not be amended except by written consent of WATERBURY and CHESHIRE.

Section 807. Term. The term of this Agreement shall be twenty (20) years.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

Signed in the presence of:

CITY OF WATERBURY CONNECTICUT

BY _____

(Witness) Print

Its Mayor/Chairman

(Witness) Print

TOWN OF CHESHIRE, CONNECTICUT

BY _____

(Witness) Print

Its Town Manager

(Witness) Print

AGREEMENT

THIS AGREEMENT entered into the day of , 1992 by and between JOHN PAUZANO AND JOHN DIBACCO, doing business as SANDBANK PROPERTIES, A Connecticut general partnership with offices in the Town of Cheshire, County of New Haven and State of Connecticut, hereinafter called the "Developer", and the CHESHIRE WATER POLLUTION CONTROL AUTHORITY, hereinafter called the "Authority".

RECITALS

WHEREAS, the Developer has represented that it is the owner of a certain piece or parcel of land situated in the Town of Cheshire, County of New Haven and State of Connecticut, said premises are more particularly described on Exhibit A annexed and hereby made a part thereof; and

WHEREAS, said Authority herein is the duly constituted WATER POLLUTION CONTROL AUTHORITY of the Town of Cheshire; and

WHEREAS, said hereinbefore described property shall be subject to a sewer assessment which will be levied at some time in the future when public sanitary sewers are fully provided by the Authority to said property; and

WHEREAS, the Developer is desirous of developing the above mentioned parcel of land; and

WHEREAS, the Planning and Zoning Commission of the Town of Cheshire requires said property to be sewerred by a public sanitary sewer line before it is developed by the Developer; and

WHEREAS, the Authority feels that it would be in the best interest of the Town of Cheshire to provide sanitary sewers to said property at this stage in its development, even though said property is not yet scheduled for said sewer system in the near future based upon the present plans of the Authority; and

WHEREAS, the parties by negotiations and discussions have attempted to reach an amicable agreement relating to the construction of said sewer line by the Developer.

NOW THEREFORE, in consideration of the mutual covenants, agreements and understanding herein contained, the parties mutually agree as follows:

1. The Developer agrees to construct and install, at its sole expense, sewer lines and all laterals as shown on maps entitled "Plan & Profile Showing Proposed Construction For A Portion of Diana Court Off East Johnson Avenue., Cheshire, CT, Scale: As Noted Date: February 14, 1986, Revised August 14, 1986, Reissued August 29, 1986, Revised November 8, 1988, Revised March 30, 1989, Revised April 10, 1990", prepared by Orsine, Cotter, Carson, Inc. to be filed in the Cheshire Town Engineer's Office as approved by the WATER POLLUTION CONTROL AUTHORITY and its engineers, Metcalf & Eddy, Inc. which Plan & Profile attached hereto is made a part thereof by reference.

2. The Developer shall, at its sole expense, obtain and pay for any easements necessary to construct said sewer line, or, if it is the owner of any property over which said sewer line shall pass, it shall grant such easements without cost to the Authority.

3. All construction being done by the Developer or its contractors shall be accomplished to the exact specifications as will be provided by the Authority's Engineers, Metcalf & Eddy, or its successors, if any.

4. All costs, including, but not limited to, costs of engineering, inspections, construction, easements, etc., shall be paid by the Developer.

5. Based upon an estimate by the Town Engineer of the Town of Cheshire, the reasonable costs of constructing the said sewer line as shown on the plans referred to in Paragraph 1 hereof is (\$66,800.00) SIXTY SIX THOUSAND, EIGHT HUNDRED DOLLARS. The Authority agrees that said (\$66,800.00) SIXTY SIX THOUSAND, EIGHT HUNDRED DOLLAR cost estimate or the actual certified costs of said work shall be credited against any future assessment or connection charge levied on said property described in Exhibit "A" according to the regulations of the Authority and the Connecticut General Statutes.

6. The Developer agrees that upon the execution of this Agreement, that for itself and its successors and assigns, it hereby waives any and all rights of appeal with respect to any sewer assessment that the Authority may levy pursuant to the provisions of the Connecticut General Statutes, reserving, however, any rights of appeal to any purchasers or their successors and assigns of the lot described above that such purchasers may have only with respect to a supplemental assessment as provided for under Section 7-251 of the Connecticut General Statutes.

7. The Developer agrees that prior to commencing any of the aforementioned construction, all necessary permits and bonds will be obtained by the Developer from all applicable federal, state and local officials or agencies insuring that specified work will be accomplished to the exact specifications of the appropriate regulatory bodies.

8. The Developer hereby agrees that prior to commencing any of the aforesaid construction, arrangements will be made with Metcalf & Eddy, the Authority's Engineers, to inspect said installation to insure said construction meets the Authority's specifications. The cost of said inspection shall be paid for by the Developer before any of said sewer lines will be accepted by and the use thereof permitted by the Authority.

9. Except as otherwise provided herein, all the conditions and agreements contained herein shall apply to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties.

10. The Developer and Authority both agree that the construction of sewer lines and laterals as aforesaid are to be done by the Developer no later than December 31, 1992.

11. The Developer agrees to provide the Water Pollution Control Authority, at no cost, with a set of reproducible mylar as-built drawings of the sewer once installed and the sewer project completed and such drawings will be required prior to the acceptance of the sewer lines,

laterals and easements by the Town of Cheshire. The Developer agrees that ownership of said sewer lines, laterals, appurtenances and necessary easements, shall be deeded in the Town of Cheshire upon acceptance of said sewers by the Town of Cheshire.

12. All submissions to the Authority are to be in compliance with the provisions of "Town of Cheshire, Regulations for the Installation Of Sanitary Sewers In Residential, Commercial and Industrial Developments, January 1972," as revised and amended, prepared by Metcalf & Eddy, Inc.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the date first mentioned above.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

SANDBANK PROPERTIES
DEVELOPER

_____ BY _____

John Pauzano
General Partner

_____ BY _____

John DiBacco
General Partner

STATE OF CONNECTICUT:
: ss CHESHIRE
COUNTY OF NEW HAVEN :

On this _____ day of _____, 19____, before me, personally appeared JOHN PAUZANO and JOHN DIBACCO, signers and sealers of the foregoing instrument and acknowledged the same to be their free act and deed before me.

Commissioner of the Superior
Court
Notary Public

Signed, Sealed and Delivered
In the Presence of: CONTROL AUTHORITY

CHESHIRE WATER POLLUTION

_____ BY _____
Its Chairman

_____ Hereto duly authorized

STATE OF CONNECTICUT:
: ss CHESHIRE
COUNTY OF NEW HAVEN :

On this _____ day of _____, 19____, before me, _____ the undersigned officer, personally appeared _____, who acknowledged himself/herself to be the _____, of CHESHIRE WATER POLLUTION CONTROL AUTHORITY, a corporation, and that he/she as such being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as

IN WITNESS HEREOF, I hereunto set my hand and official seal.

Commissioner of the Superior
Court
Notary Public

A G R E E M E N T

THIS AGREEMENT entered into the 20th day of July, 1993 by and between HERITAGE HILLS INCORPORATED, A Connecticut corporation with offices in the Town of Cheshire, County of New Haven and State of Connecticut, hereinafter called the "Developer", and the CHESHIRE WATER POLLUTION CONTROL AUTHORITY, hereinafter called the "Authority".

RECITALS

WHEREAS, the Developer has represented that it is the owner of a certain piece or parcel of land situated in the Town of Cheshire, County of New Haven and State of Connecticut, said premises are more particularly described on Exhibit A annexed and hereby made a part thereof; and

WHEREAS, said Authority herein is the duly constituted WATER POLLUTION CONTROL AUTHORITY of the Town of Cheshire; and

WHEREAS, said hereinbefore described property shall be subject to a sewer assessment which will be levied at some time in the future when public sanitary sewers are fully provided by the Authority to said property; and

WHEREAS, the Developer is desirous of developing the above mentioned parcel of land; and

WHEREAS, the Planning and Zoning Commission of the Town of Cheshire requires said property to be sewerred by a public sanitary sewer line before it is developed by the Developer; and

WHEREAS, the Authority feels that it would be in the best interest of the Town of Cheshire to provide sanitary sewers to said property at this stage in its development, even though said property is not yet scheduled for said sewer system in the near future based upon the present plans of the Authority; and

WHEREAS, the parties by negotiations and discussions have attempted to reach an amicable agreement relating to the construction of said sewer line by the Developer.

NOW THEREFORE, in consideration of the mutual covenants, agreements and understanding herein contained, the parties mutually agree as follows:

1. The Developer agrees to construct and install, at its sole expense, sewer lines and all laterals as shown on maps entitled "Plan and Profile of Proposed Sanitary Sewer Cheshire Commons, Cheshire, CT," Scale: 1"=40', Date: July 23, 1992, and Revised July 24, 1992, Sheet No. 6 of 6, prepared by Conklin & Soroka, Inc., Applicant/Owner/Developer: Heritage Hills, Inc., 475 South Main Street, Cheshire, CT. 06410 to be filed in the Cheshire Town Engineer's Office as approved by the WATER POLLUTION CONTROL AUTHORITY and its engineers,

Metcalf & Eddy, Inc., or its successors, which Plan & Profile attached hereto is made a part thereof by reference.

2. The Developer shall, at its sole expense, obtain and pay for any easements necessary to construct said sewer line, or, if it is the owner of any property over which said sewer line shall pass, it shall grant such easements without cost to the Authority.

3. All construction being done by the Developer or its contractors shall be accomplished to the exact specifications as will be provided by the Authority's Engineers, Metcalf & Eddy, or its successors, if any.

4. All costs, including, but not limited to, costs of engineering, inspections, construction, easements, etc., shall be paid by the Developer.

5. Based upon an estimate by the Town Engineer of the Town of Cheshire, the reasonable costs of constructing the said sewer line as shown on the plans referred to in Paragraph 1 hereof is (\$14,930.00) fourteen thousand, nine hundred and thirty dollars and no cents. The Authority agrees that said (\$14,930.00) fourteen thousand, nine hundred and thirty dollars and no cents cost estimate or the actual certified costs of said work shall be credited against any future assessment or connection charge levied on said property described in Exhibit "A" according to the regulations of the Authority and the Connecticut General Statutes.

6. The Developer agrees that upon the execution of this Agreement, that for itself and its successors and assigns, it hereby waives any and all rights of appeal with respect to any sewer assessment that the Authority may levy pursuant to the provisions of the Connecticut General Statutes, reserving, however, any rights of appeal to any purchasers or their successors and assigns of the lot described above that such purchasers may have only with respect to a supplemental assessment as provided for under Section 7-251 of the Connecticut General Statutes.

7. The Developer agrees that prior to commencing any of the aforementioned construction, all necessary permits and bonds will be obtained by the Developer from all applicable federal, state and local officials or agencies insuring that specified work will be accomplished to the exact specifications of the appropriate regulatory bodies.

8. The Developer hereby agrees that prior to commencing any of the aforesaid construction, arrangements will be made with Metcalf & Eddy, the Authority's Engineers, to inspect said installation to insure said construction meets the Authority's specifications. The cost of said inspection shall be paid for by the Developer before any of said sewer lines will be accepted by and the use thereof permitted by the Authority.

9. Except as otherwise provided herein, all the conditions and agreements contained herein shall apply to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties.

10. The Developer and Authority both agree that the construction of sewer lines and laterals as aforesaid are to be done by the Developer no later than December 31, 1994.

11. The Developer agrees to provide the Water Pollution Control Authority, at no cost, with a set of reproducible mylar as-built drawings of the sewer once installed and the sewer project completed and such drawings will be required prior to the acceptance of the sewer lines, laterals and easements by the Town of Cheshire. The Developer agrees that ownership of said sewer lines, laterals, appurtenances and necessary easements, shall be deeded in the Town of Cheshire upon acceptance of said sewers by the Town of Cheshire.

12. All submissions to the Authority are to be in compliance with the provisions of "Town of Cheshire, Regulations for the Installation Of Sanitary Sewers In Residential, Commercial and Industrial Developments, January 1972," as revised and amended, prepared by Metcalf & Eddy, Inc.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the date first mentioned above.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

HERITAGE HILLS, INC.
DEVELOPER

_____ BY _____
JOSEPH PODER
President

STATE OF CONNECTICUT:
: ss CHESHIRE
COUNTY OF NEW HAVEN :

On this _____ day of _____, 19____, before me, personally appeared JOSEPH PODER, signer and sealer of the foregoing instrument and acknowledged to me that he is the PRESIDENT of HERITAGE HILLS, INC. and acknowledged the same to be his free act and deed before me.

Commissioner of the Superior
Court
Notary Public

Signed, Sealed and Delivered _____ CHESHIRE WATER POLLUTION
In the Presence of: CONTROL AUTHORITY

_____ BY _____
Its Chairman
_____ Hereto duly authorized

STATE OF CONNECTICUT:
: ss CHESHIRE
COUNTY OF NEW HAVEN :

On this _____ day of _____, 19____, before me, _____ the undersigned officer, personally appeared _____, who acknowledged himself/herself to be the _____, of CHESHIRE WATER POLLUTION CONTROL AUTHORITY, a corporation, and that he/she as such being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as

IN WITNESS HEREOF, I hereunto set my hand and official seal.

Commissioner of the Superior
Court
Notary Public

AGREEMENT

THIS AGREEMENT, entered into the _____ day of _____, 1994 by and between ADVOCATE COMMUNITY, THE INCORPORATED TRUSTEE FOR FRANCISCAN LIFE CENTER, A Connecticut corporation with offices in the City of Meriden, County of New Haven and State of Connecticut, hereinafter called the "Developer", and the CHESHIRE WATER POLLUTION CONTROL AUTHORITY, hereinafter called the "Authority".

RECITALS

WHEREAS, the Developer has represented that it is the owner of a certain piece or parcel of land situated in the Town of Cheshire, County of New Haven and State of Connecticut, said premises are more particularly described on Exhibit A annexed and hereby made a part thereof; and

WHEREAS, said Authority herein is the duly constituted WATER POLLUTION CONTROL AUTHORITY of the Town of Cheshire; and

WHEREAS, said hereinbefore described property shall be subject to a sewer assessment which will be levied at some time in the future when public sanitary sewers are fully provided by the Authority to said property; and

WHEREAS, the Developer is desirous of developing the above mentioned parcel of land; and

WHEREAS, the Planning and Zoning Commission of the Town of Cheshire requires said property to be sewerred by a public sanitary sewer line before it is developed by the Developer; and

WHEREAS, the Authority feels that it would be in the best interest of the Town of Cheshire to provide sanitary sewers to said property at this stage in its development, even though said property is not yet scheduled for said sewer system in the near future based upon the present plans of the Authority; and

WHEREAS, the parties by negotiations and discussions have attempted to reach an amicable agreement relating to the construction of said sewer line by the Developer.

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NOW THEREFORE, in consideration of the mutual covenants, agreements and understanding herein contained, the parties mutually agree as follows:

1. The Developer agrees to construct and install, at its sole expense, sewer lines and all laterals as shown on maps entitled "Proposed Sanitary Sewer To Service The Franciscan Life Center, Finch Avenue, Cheshire, CT," Scale: 1"=40', Date: August 17, 1994, and Revised November 15, 1994, Sheet No. 1 and Sheet No. 2, prepared by Conklin & Soroka, Inc., Owner:

Advocate Community, The Incorporated Trustee For The Franciscan Life Center, 405 Allen Avenue, Meriden, CT. 06450 to be filed in the Cheshire Town Engineer's Office as approved by the WATER POLLUTION CONTROL AUTHORITY and its engineers, Metcalf & Eddy, Inc., or its successors, which Plan & Profile attached hereto is made a part thereof by reference.

2. The Developer shall, at its sole expense, obtain and pay for any easements necessary to construct said sewer line, or, if it is the owner of any property over which said sewer line shall pass, it shall grant such easements without cost to the Authority.

3. All construction being done by the Developer or its contractors shall be accomplished to the exact specifications as will be provided by the Authority's Engineers, Metcalf & Eddy, or its successors, if any.

4. All costs, including, but not limited to, costs of engineering, inspections, construction, easements, etc., shall be paid by the Developer.

5. Based upon an estimate by the Town Engineer of the Town of Cheshire, the reasonable costs of constructing the said sewer line as shown on the plans referred to in Paragraph 1 hereof is (\$443,775.00) four hundred, forty-three thousand, seven hundred, seventy-five dollars and no cents. The Authority agrees that said (\$443,775.00) four hundred, forty-three thousand, seven hundred, seventy-five dollars and no cents cost estimate or the actual certified costs of said work shall be credited against any future assessment or connection charge levied on said property described in Exhibit "A" according to the regulations of the Authority and the Connecticut General Statutes.

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6. The Developer agrees that upon the execution of this Agreement, that for itself and its successors and assigns, it hereby waives any and all rights of appeal with respect to any sewer assessment that the Authority may levy pursuant to the provisions of the Connecticut General Statutes, reserving, however, any rights of appeal to any purchasers or their successors and assigns of the lot described above that such purchasers may have only with respect to a supplemental assessment as provided for under Section 7-251 of the Connecticut General Statutes.

7. The Developer agrees that prior to commencing any of the aforementioned construction, all necessary permits and bonds will be obtained by the Developer from all applicable federal, state and local officials or agencies insuring that specified work will be accomplished to the exact specifications of the appropriate regulatory bodies.

8. The Developer hereby agrees that prior to commencing any of the aforesaid construction, arrangements will be made with Metcalf & Eddy, the Authority's Engineers, to inspect said installation to insure said construction meets the Authority's specifications. The cost of said inspection shall be paid for by the Developer before any of said sewer lines will be accepted by and the use thereof permitted by the Authority.

9. Except as otherwise provided herein, all the conditions and agreements contained herein shall apply to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties.

10. The Developer and Authority both agree that the construction of sewer lines and laterals as aforesaid are to be done by the Developer no later than June 30, 1995.

11. The Developer agrees to provide the Water Pollution Control Authority, at no cost, with a set of reproducible mylar as-built drawings of the sewer once installed and the sewer project completed and such drawings will be required prior to the acceptance of the sewer lines, laterals and easements by the Town of Cheshire. The Developer agrees that ownership of said sewer lines, laterals, appurtenances and necessary easements, shall be deeded in the Town of Cheshire upon acceptance of said sewers by the Town of Cheshire.

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12. All submissions to the Authority are to be in compliance with the provisions of "Town of Cheshire, Regulations for the Installation Of Sanitary Sewers In Residential, Commercial and Industrial Developments, January 1972," as revised and amended, prepared by Metcalf & Eddy, Inc.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the date first mentioned above.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

ADVOCATE COMMUNITY,
THE INCORPORATED TRUSTEE
FOR THE FRANCISCAN LIFE CENTER
(DEVELOPER)

_____ BY _____
Print (Witness) Print (Name)

RESIDENT AGENT

Print (Witness)

STATE OF CONNECTICUT:
: ss CHESHIRE
COUNTY OF NEW HAVEN :

On this _____ day of _____, 19__, before me, personally appeared _____, signer and sealer of the foregoing instrument and acknowledged to me that he is the RESIDENT AGENT OF ADVOCATE COMMUNITY, THE INCORPORATED TRUSTEE FOR THE FRANCISCAN LIFE CENTER and acknowledged the same to be his/her free act and deed before me.

Commissioner of the Superior
Court
Notary Public

Signed, Sealed and Delivered CHESHIRE WATER POLLUTION
In the Presence of CONTROL AUTHORITY

_____ BY _____

_____ Its _____
Hereto duly authorized

STATE OF CONNECTICUT:
: ss CHESHIRE
COUNTY OF NEW HAVEN :

On this _____ day of _____, 19__, before me, _____, the undersigned officer, personally appeared _____, who acknowledged himself/herself to be the _____, of CHESHIRE WATER POLLUTION CONTROL AUTHORITY, a corporation, and that he/she as such being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as _____.

IN WITNESS HEREOF, I hereunto set my hand and official seal.

Commissioner of the Superior
Court
Notary Public

AGREEMENT

THIS AGREEMENT entered into the day of , 1994 by and between G.S. Building Systems Corporation of the Town of Farmington, Connecticut, County of Hartford and State of Connecticut, hereinafter called the "Developer", and the CHESHIRE WATER POLLUTION CONTROL AUTHORITY, hereinafter called the "Authority".

RECITALS

WHEREAS, the Developer has represented that it is the owner of a certain piece or parcel of land situated in the Town of Cheshire, County of New Haven and State of Connecticut, said premises are more particularly described on Exhibit A annexed and hereby made a part thereof; and

WHEREAS, said Authority herein is the duly constituted WATER POLLUTION CONTROL AUTHORITY of the Town of Cheshire; and

WHEREAS, said hereinbefore described property shall be subject to a sewer assessment which will be levied at some time in the future when public sanitary sewers are fully provided by the Authority to said property; and

WHEREAS, the Developer is desirous of developing the above mentioned parcel of land; and

WHEREAS, the Planning and Zoning Commission of the Town of Cheshire requires said property to be sewerred by a public sanitary sewer line before it is developed by the Developer; and

WHEREAS, the Authority feels that it would be in the best interest of the Town of Cheshire to provide sanitary sewers to said property at this stage in its development, even though said property is not yet scheduled for said sewer system in the near future based upon the present plans of the Authority; and

WHEREAS, the parties by negotiations and discussions have attempted to reach an amicable agreement relating to the construction of said sewer line by the Developer.

NOW THEREFORE, in consideration of the mutual covenants, agreements and understanding herein contained, the parties mutually agree as follows:

1. The Developer agrees to construct and install, at its sole expense, sewer lines and all laterals as shown on maps entitled "Proposed Office Building, Apple Valley Corporation Park, Cheshire, CT/Offsite Sanitary Sewer Extension, Prepared For: Pavarini Construction Co., Inc., Prepared By Milone & MacBroom Inc., Scale 1"=40' Date: November 10, 1993, Sheet No. 8, Owner:G.S. Building Systems Corporation,195 Farmington Avenue, Farmington, Connecticut, Applicant: G.S. Building System Corporation, 195 Farmington Avenue, Farmington, Connecticut, Revised: November 2, 1994 and December 9, 1994 to be filed in the Cheshire Town Engineer's Office as approved by the WATER POLLUTION CONTROL AUTHORITY

and its engineers, Metcalf & Eddy, Inc., or its successors, which Plan & Profile attached hereto is made a part thereof by reference.

2. The Developer shall, at its sole expense, obtain and pay for any easements necessary to construct said sewer line, or, if it is the owner of any property over which said sewer line shall pass, it shall grant such easements without cost to the Authority.

3. All construction being done by the Developer or its contractors shall be accomplished to the exact specifications as will be provided by the Authority's Engineers, Metcalf & Eddy, or its successors, if any.

4. All costs, including, but not limited to, costs of engineering, inspections, construction, easements, etc., shall be paid by the Developer.

5. Based upon an estimate by the Town Engineer of the Town of Cheshire, the reasonable costs of constructing the said sewer line as shown on the plans referred to in Paragraph 1 hereof is (\$37,000.00) Thirty Seven Thousand Dollars. The Authority agrees that said (\$37,000.00) Thirty Seven Thousand Dollars cost estimate or the actual certified costs of said work shall be credited against any future assessment or connection charge levied on said property described in Exhibit "A" according to the regulations of the Authority and the Connecticut General Statutes.

6. The Developer agrees that upon the execution of this Agreement, that for itself and its successors and assigns, it hereby waives any and all rights of appeal with respect to any sewer assessment that the Authority may levy pursuant to the provisions of the Connecticut General Statutes, reserving, however, any rights of appeal to any purchasers or their successors and assigns of the lot described above that such purchasers may have only with respect to a supplemental assessment as provided for under Section 7-251 of the Connecticut General Statutes.

7. The Developer agrees that prior to commencing any of the aforementioned construction, all necessary permits and bonds will be obtained by the Developer from all applicable federal, state and local officials or agencies insuring that specified work will be accomplished to the exact specifications of the appropriate regulatory bodies.

8. The Developer hereby agrees that prior to commencing any of the aforesaid construction, arrangements will be made with Metcalf & Eddy, the Authority's Engineers, to inspect said installation to insure said construction meets the Authority's specifications. The cost of said inspection shall be paid for by the Developer before any of said sewer lines will be accepted by and the use thereof permitted by the Authority.

9. Except as otherwise provided herein, all the conditions and agreements contained herein shall apply to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties.

10. The Developer and Authority both agree that the construction of sewer lines and laterals as aforesaid are to be completed by the Developer no later than December 31, 1995.

11. The Developer agrees to provide the Water Pollution Control Authority, at no cost, with a set of reproducible mylar as-built drawings of the sewer once installed and the sewer project completed and such drawings will be required prior to the acceptance of the sewer lines, laterals and easements by the Town of Cheshire. The Developer agrees that ownership of said sewer lines, laterals, appurtenances and necessary easements, shall be deeded in the Town of Cheshire upon acceptance of said sewers by the Town of Cheshire.

12. All submissions to the Authority are to be in compliance with the provisions of "Town of Cheshire, Regulations for the Installation Of Sanitary Sewers In Residential, Commercial and Industrial Developments, January 1972," as revised and amended, prepared by Metcalf & Eddy, Inc.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the date first mentioned above.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

_____ BY _____
_____ company name
_____ name
_____ Its President

STATE OF CONNECTICUT:
: ss CHESHIRE
COUNTY OF NEW HAVEN :

On this _____ day of _____, 19____, before me, personally appeared _____, signer and sealer of the foregoing instrument and acknowledged to me that he is the PRESIDENT of company name and acknowledged the same to be his free act and deed before me.

Commissioner of the Superior
Court
Notary Public

Signed, Sealed and Delivered
In the Presence of: _____ CONTROL AUTHORITY

CESHIRE WATER POLLUTION

_____ BY _____
_____ Its Chairman
_____ Hereto duly authorized

STATE OF CONNECTICUT:
: ss CHESHIRE
COUNTY OF NEW HAVEN :

On this day of , 19 , before me, the undersigned officer, personally appeared , who acknowledged himself/herself to be the , of CHESHIRE WATER POLLUTION CONTROL AUTHORITY, a corporation, and that he/she as such being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as

IN WITNESS HEREOF, I hereunto set my hand and official seal.

Commissioner of the Superior
Court
Notary Public

AGREEMENT

THIS AGREEMENT entered into the 27th day of Dec., 1994 by and between Clarence Schiller of the Town of Naugatuck, County of New Haven and State of Connecticut, hereinafter called the "Developer", and the CHESHIRE WATER POLLUTION CONTROL AUTHORITY, hereinafter called the "Authority".

Co-Executor of Estate of Bertha Shepard

RECITALS

WHEREAS, the Developer has represented that it is the owner of a certain piece or parcel of land situated in the Town of Cheshire, County of New Haven and State of Connecticut, said premises are more particularly described on Exhibit A annexed and hereby made a part thereof; and

WHEREAS, said Authority herein is the duly constituted WATER POLLUTION CONTROL AUTHORITY of the Town of Cheshire; and

WHEREAS, said hereinbefore described property shall be subject to a sewer assessment which will be levied at some time in the future when public sanitary sewers are fully provided by the Authority to said property; and

WHEREAS, the Developer is desirous of developing the above mentioned parcel of land; and

WHEREAS, the Planning and Zoning Commission of the Town of Cheshire requires said property to be sewered by a public sanitary sewer line before it is developed by the Developer; and

WHEREAS, the Authority feels that it would be in the best interest of the Town of Cheshire to provide sanitary sewers to said property at this stage in its development, even though said property is not yet scheduled for said sewer system in the near future based upon the present plans of the Authority; and

WHEREAS, the parties by negotiations and discussions have attempted to reach an amicable agreement relating to the construction of said sewer line by the Developer.

NOW THEREFORE, in consideration of the mutual covenants, agreements and understanding herein contained, the parties mutually agree as follows:

1. The Developer agrees to construct and install, at its sole expense, sewer lines and all laterals as shown on maps entitled "Plan & Profile of Proposed Sewer Extension, Roger Avenue, Scale 1"=40' Date: October 24, 1994 as prepared by Mattson Associates Sheet No. 1, Owner: Estate Bertha Shepard, Marion Road, Cheshire, Connecticut, Applicant: Clarence Schiller, 653 May Street, Naugatuck, Connecticut, to be filed in the Cheshire Town Engineer's Office as approved by the WATER POLLUTION CONTROL

AUTHORITY and its engineers, Metcalf & Eddy, Inc., or its successors, which Plan & Profile attached hereto is made a part thereof by reference.

2. The Developer shall, at its sole expense, obtain and pay for any easements necessary to construct said sewer line, or, if it is the owner of any property over which said sewer line shall pass, it shall grant such easements without cost to the Authority.

3. All construction being done by the Developer or its contractors shall be accomplished to the exact specifications as will be provided by the Authority's Engineers, Metcalf & Eddy, or its successors, if any.

4. All costs, including, but not limited to, costs of engineering, inspections, construction, easements, etc., shall be paid by the Developer.

5. Based upon an estimate by the Town Engineer of the Town of Cheshire, the reasonable costs of constructing the said sewer line as shown on the plans referred to in Paragraph 1 hereof is (\$ 8,000.00) Eight Thousand Dollars. The Authority agrees that said (\$ 8,000.00) Eight Thousand Dollars cost estimate or the actual certified costs of said work shall be credited against any future assessment or connection charge levied on said property described in Exhibit "A" according to the regulations of the Authority and the Connecticut General Statutes.

6. The Developer agrees that upon the execution of this Agreement, that for itself and its successors and assigns, it hereby waives any and all rights of appeal with respect to any sewer assessment that the Authority may levy pursuant to the provisions of the Connecticut General Statutes, reserving, however, any rights of appeal to any purchasers or their successors and assigns of the lot described above that such purchasers may have only with respect to a supplemental assessment as provided for under Section 7-251 of the Connecticut General Statutes.

7. The Developer agrees that prior to commencing any of the aforementioned construction, all necessary permits and bonds will be obtained by the Developer from all applicable federal, state and local officials or agencies insuring that specified work will be accomplished to the exact specifications of the appropriate regulatory bodies.

8. The Developer hereby agrees that prior to commencing any of the aforesaid construction, arrangements will be made with Metcalf & Eddy, the Authority's Engineers, to inspect said installation to insure said construction meets the Authority's specifications. The cost of said inspection shall be paid for by the Developer before any of said sewer lines will be accepted by and the use thereof permitted by the Authority.

9. Except as otherwise provided herein, all the conditions and agreements contained herein shall apply to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties.

10. The Developer and Authority both agree that the construction of sewer lines and laterals as aforesaid are to be completed by the Developer no later than June 30, 1995.

11. The Developer agrees to provide the Water Pollution Control Authority, at no cost, with a set of reproducible mylar as-built drawings of the sewer once installed and the sewer project completed and such drawings will be required prior to the acceptance of the sewer lines, laterals and easements by the Town of Cheshire. The Developer agrees that ownership of said sewer lines, laterals, appurtenances and necessary easements, shall be deeded in the Town of Cheshire upon acceptance of said sewers by the Town of Cheshire.

12. All submissions to the Authority are to be in compliance with the provisions of "Town of Cheshire, Regulations for the Installation Of Sanitary Sewers In Residential, Commercial and Industrial Developments, January 1972," as revised and amended, prepared by Metcalf & Eddy, Inc.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the date first mentioned above.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

_____ BY _____
_____ Its Co-Executor

STATE OF CONNECTICUT:
: ss CHESHIRE
COUNTY OF NEW HAVEN :

On this 27th day of December, 1994, before me, personally appeared Clarence Schiller, signer and sealer of the foregoing instrument and acknowledged the same to be his free act and deed before me.

Commissioner of the Superior
Court
Notary Public

Signed, Sealed and Deliered
In the Presence of: CONTROL AUTHORITY

CESHIRE WATER POLLUTION

_____ BY _____
_____ Its Chairman
_____ Hereto duly authorized

STATE OF CONNECTICUT:
: ss CHESHIRE
COUNTY OF NEW HAVEN :

On this day of , 19 , before me, the undersigned officer, personally appeared , who acknowledged himself/herself to be the , of CHESHIRE WATER POLLUTION CONTROL AUTHORITY, a corporation, and that he/she as such being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as

IN WITNESS HEREOF, I hereunto set my hand and official seal.

Commissioner of the Superior
Court
Notary Public

AGREEMENT

THIS AGREEMENT entered into the day of , 1995 by and between Waller Development Corporation, a Connecticut corporation, with an office and principal place of business in the Town of Durham, County of Middlesex, State of Connecticut, hereinafter called the "Developer", and the CHESHIRE WATER POLLUTION CONTROL AUTHORITY, hereinafter called the "Authority".

RECITALS

WHEREAS, the Developer has represented that it is the owner of a certain piece or parcel of land situated in the Town of Cheshire, County of New Haven and State of Connecticut, said premises being known as the " Moss Farms Subdivision" and being more particularly described on Exhibit A annexed and made a part hereof; and

WHEREAS, said property is the site of a residential subdivision; and

WHEREAS, said Authority herein is the duly constituted WATER POLLUTION CONTROL AUTHORITY of the Town of Cheshire; and

WHEREAS, said hereinbefore described property shall be subject to a sewer assessment which will be levied at some time in the future when public sanitary sewers are fully provided by the Authority to said property; and

WHEREAS, the Developer is desirous of, and has commenced, developing the above mentioned parcel of land; and

WHEREAS, the approvals obtained by the Developer from the Planning and Zoning Commission of the Town of Cheshire require the homes constructed at the premises to be sewered by a public sanitary sewer line; and

WHEREAS, the Authority and the Developer, after the execution of this Agreement, will enter into an Operational Agreement which authorizes the Developer to connect a maximum of nine (9) homes to a temporary, closed, sanitary sewage disposal system at the property, which Agreement is attached hereto and incorporated herein as Exhibit B; and

WHEREAS, the Authority feels that it would be in the best interest of the Town of Cheshire to provide sanitary sewers to said property at this stage in its development, even though said property is not yet scheduled for said sewer system in the near future based upon the present plans of the Authority; and

WHEREAS, the parties by negotiations and discussions have attempted to reach an amicable agreement relating to the construction of said sewer line by the Developer.

NOW THEREFORE, in consideration of the mutual covenants, agreements and understanding herein contained, the parties mutually agree as follows:

1. The Developer agrees to construct and install, at its sole expense, a public sanitary sewer system (the "sewer system"), consisting of sewer lines, a pumping station, force main and all laterals as shown on maps entitled "A PLANNED RESIDENTIAL SUBDIVISION DEVELOPMENT MOSS FARMS JARVIS STREET CHESHIRE, CONNECTICUT," Scale 1"=40'H. 1"= 4'V., Plan and Profile, Sheet No. P-1 dated Feb. 18, 1993 Revised 3/3/93, 10/12/93; Sheet No. P-2 dated Feb. 18, 1993 Revised 3/3/93, 10/12/93, 12/29/93, 2/23/94, 3/14/95; Sheet No. P-3 dated Feb. 18, 1993, Revised 3/3/93, 3/14/95; Sheet No. P-3 dated Feb. 18, 1993 Revised 3/3/93; Sheet No. P-5 dated Feb. 18, 1993 Revised 3/3/93, 10/12/93, 12/29/93, 2/23/94; Sheet No. P-6 dated Feb. 18, 1993 Revised 3/3/93, 4/23/93; Sheet No. P-7 dated Feb. 18, 1993 Revised 3/3/93, 4/23/93, 2/8/95, 3/14/95; Sheet No. P-8 dated Feb. 18, 1993 Revised 10/12/93, 12/29/93; and Sheet Nos. P-9 and P-10 dated Oct. 12, 1993 Revised 2/1/94, 2/23/94, 4/27/94, 12/15/94, "MOSS FARMS SANITARY SEWER PUMP STATION, ORELTON COURT, CHESHIRE, CONNECTICUT" Scale = As Noted, dated June 28, 1994, Revised: 10/19/94, 12/05/94, 12/28/94, 01/17/95, 02/02/95, Pages 1 & 2 prepared by Milone & MacBroom, Inc., Cheshire, Connecticut on file in the Cheshire Town Engineer's Office and approved by the WATER POLLUTION CONTROL AUTHORITY and its engineers, Metcalf & Eddy, Inc., or its successors, which Plan & Profile is made a part hereof by reference.

2. The Developer has obtained and paid for all easements necessary to construct said sewer system.

3. All construction being done by the Developer or its contractors shall be accomplished to the exact specifications of the plans referred to in Paragraph 1 and to any subsequent details thereof as may be provided by the Authority's Engineers, Metcalf & Eddy, or its successors, if any.

4. All costs, including, but not limited to, costs of engineering, inspections, construction, obtaining easements from others, etc., shall be paid by the Developer. Those costs, both actual and estimated, are shown on Exhibit D. All costs shall be certified to the Authority by a Certified Public Accountant and shall be submitted to the Authority together with all documentation relating to the costs, including, but not limited to, contracts with subcontractors and invoices from suppliers.

5. The Authority agrees that the actual certified costs of said work as detailed in Paragraph 4, shall be credited against any future assessment or connection charge levied on said property described in Exhibit "A" according to the regulations of the Authority and the Connecticut General Statutes.

6. The Developer agrees that upon the execution of this Agreement, that for itself and its successors and assigns, it hereby waives any and all rights of appeal with respect to any sewer assessment that the Authority may levy pursuant to the provisions of the Connecticut General Statutes, reserving, however, any rights of appeal to any purchasers or their successors and assigns of the property described above that such purchasers may have only with respect to a supplemental assessment as provided for under Section 7-251 of the Connecticut General Statutes. The Developer agrees that any and all future deeds conveying any piece or parcel of

land in the above-described property, or any interest therein, which is sold shall require the acceptance of the terms of this Agreement as to waiver of all assessment appeals.

7. The Developer represents that all necessary permits and bonds have been obtained by the Developer from all applicable federal, state and local officials or agencies insuring that specified work will be accomplished to the exact specifications of the regulations and requirements of the appropriate regulatory bodies. The costs for bonds and permits shall be borne directly by the Developer and are not eligible for reimbursement.

8. The Developer hereby agrees that prior to commencing any of the aforesaid construction, arrangements were made with Metcalf & Eddy, the Authority's Engineers, to inspect said installation to insure said construction meets the Authority's specifications. The cost of said inspection shall be paid for by the Developer before any of said sewer lines will be accepted by and the use thereof permitted by the Authority.

9. Except as otherwise provided herein, all the conditions and agreements contained herein shall apply to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties.

10. The Developer and Authority both agree that the construction of sewer system as aforesaid (pumping station, force main, and all necessary sewer lines and laterals) in Phases I and II are to be completed by the Developer no later than July 15, 1995. All other necessary sewer lines and laterals for the entire project are to be completed by the Developer no later than December 31, 1998.

11. The Developer agrees to provide the Water Pollution Control Authority, at no cost, with a set of reproducible mylar as-built drawings of the sewer system once installed and the sewer project completed and such drawings are required prior to the acceptance of the sewer system and easements by the Town of Cheshire. The Developer agrees that ownership of said sewer system, appurtenances and necessary easements, shall be deeded to the Town of Cheshire upon acceptance of said sewers by the Town of Cheshire. The Authority will not permit the Developer to connect to the Town's sewer system until the as-built plans are filed with the Town Engineer and approved by him.

12. All submissions to the Authority shall be in compliance with the provisions of "Town of Cheshire, Regulations for the Installation Of Sanitary Sewers In Residential, Commercial and Industrial Developments, January 1972," as revised and amended, prepared by Metcalf & Eddy, Inc.

13. Acquisition of the public portion of the sewer system provided for in this Agreement, is subject to the public hearing requirements of Section 7-247a of the Connecticut General Statutes.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the date first mentioned above.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

WALLER DEVELOPMENT CORP.

_____ BY _____

Harvey Waller
Its President

STATE OF CONNECTICUT:
: ss CHESHIRE
COUNTY OF NEW HAVEN :

On this _____ day of _____, 19____, before me, personally appeared _____, signer and sealer of the foregoing instrument and acknowledged to me that he is the PRESIDENT of WALLER DEVELOPMENT CORP. and acknowledged the same to be his free act and deed before me.

Commissioner of the Superior
Court
Notary Public

Signed, Sealed and Deliered
In the Presence of: CONTROL AUTHORITY

CHESHIRE WATER POLLUTION

_____ BY _____

Kenneth E. Neumann
Its Chairman

_____ Hereto duly authorized

STATE OF CONNECTICUT:
: ss CHESHIRE
COUNTY OF NEW HAVEN :

On this _____ day of _____, 19____, before me, _____ the undersigned officer, personally appeared _____, who acknowledged himself/herself to be the _____, of CHESHIRE WATER POLLUTION CONTROL AUTHORITY, a corporation, and that he/she as such being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as

IN WITNESS HEREOF, I hereunto set my hand and official seal.

Commissioner of the Superior
Court
Notary Public

AGREEMENT

THIS AGREEMENT entered into the day of , 1995 by and between Diversified Builders, a Connecticut corporation, with an office and principal place of business in the Town of Cheshire, County of New Haven and State of Connecticut, hereinafter called the "Developer", and the CHESHIRE WATER POLLUTION CONTROL AUTHORITY, hereinafter called the "Authority".

RECITALS

WHEREAS, the Developer has represented that it is the owner of a certain piece or parcel of land situated in the Town of Cheshire, County of New Haven and State of Connecticut, said premises being known as the "North Ridge Subdivision" and being more particularly described on Exhibit A annexed and hereby made a part hereof; and

WHEREAS, said property is the site of a residential subdivision; and,

WHEREAS, said Authority herein is the duly constituted WATER POLLUTION CONTROL AUTHORITY of the Town of Cheshire; and

WHEREAS, said hereinbefore described property shall be subject to a sewer assessment which will be levied at some time in the future when public sanitary sewers are fully provided by the Authority to said property; and

WHEREAS, the Developer is desirous of developing the above mentioned parcel of land; and

WHEREAS, the approvals obtained by the Developer from the Planning and Zoning Commission of the Town of Cheshire require said property to be sewerred by a public sanitary sewer line before it is developed by the Developer; and

WHEREAS, the Developer has entered into a Cost Sharing Agreement with Waller Development Corporation which will make the sanitary sewer system in the Moss Farms Subdivision available to serve the North Ridge Subdivision and,

WHEREAS, the Authority feels that it would be in the best interest of the Town of Cheshire to provide sanitary sewers to said property at this stage in its development, even though said property is not yet scheduled for said sewer system in the near future based upon the present plans of the Authority; and

WHEREAS, the parties by negotiations and discussions have attempted to reach an amicable agreement relating to the construction of said sewer line by the Developer.

NOW THEREFORE, in consideration of the mutual covenants, agreements and understanding herein contained, the parties mutually agree as follows:

1. The Developer agrees to construct and install, at its sole expense, public sanitary sewer lines and all laterals as shown on maps entitled "Plan and Profile, North Ridge - Phase I, Prepared for Diversified Builders," Scale 1"=40'H, 1"=4'V, Date: April 6, 1995, Revised May 3, 1995 by Milone and MacBroom, Inc., Sheet No. 17 and Sheet No. 18, and "North Ridge Plan/Profile, Prepared for Stoughton Associates," Scale 1"=4/40', Date October 23, 1989, Revised 9/22/93, 12/4/89 by Alford Associates, Inc. Sheets 23, 24, 25, as revised by Milone and MacBroom, Inc. through 3/20/95 to be filed in the Cheshire Town Engineer's Office as approved by the WATER POLLUTION CONTROL AUTHORITY and its engineers, Metcalf & Eddy, Inc., or its successors, which Plans are made a part hereof by reference.

2. The Developer shall, at its sole expense, obtain and pay for any easements necessary to construct said sewer line, or, if it is the owner of any property over which said sewer line shall pass, it shall grant such easements without cost to the Authority and without the necessity of eminent domain.

3. All construction being done by the Developer or its contractors shall be accomplished in accordance with the plans referred to in paragraph 1, above, which plans must be approved by the Authority's Engineers, Metcalf & Eddy, or its successors, if any, and in accordance with sanitary sewer specifications customarily used by the Water Pollution Control Authority for municipal sewer projects.

4. All costs of constructing the sewer lines and laterals, including, but not limited to, costs of engineering, inspections, construction, easements, plan review by the Authority's engineers, etc., shall be paid by the Developer. Upon completion of the sewer lines and laterals, all costs shall be certified to the Authority by a certified Public Accountant and shall be submitted to the Authority together with all documentation relating to the costs, including, but not limited to, contracts with subcontractors and invoices from suppliers.

5. The Authority agrees that the actual, certified costs of said work as detailed in Paragraph 4, shall be credited to the Developer, against any future assessment or connection charge levied on said property described in Exhibit "A" according to the regulations of the Authority and the Connecticut General Statutes.

6. The Developer agrees that for itself and its successors and assigns, it hereby waives any and all rights of appeal with respect to any sewer assessment that the Authority may levy pursuant to the provisions of the Connecticut General Statutes, reserving, however, any rights of appeal to any purchasers or their successors and assigns of the lots described above that such purchasers may have only with respect to a supplemental assessment as provided for under Section 7-251 of the Connecticut General Statutes. The Developer further agrees that all deeds conveying any and all lots or parcels of land within the property described in Exhibit A shall be specifically made subject to the terms of this Agreement as to waiver of assessment appeals.

7. The Developer agrees that prior to commencing any of the aforementioned construction, all necessary permits and bonds will be obtained by the Developer from all applicable federal, state, and local officials or agencies insuring that specified work will be accomplished to the exact specifications of the appropriate regulatory bodies. Those costs for bonds and permits shall be borne solely by the Developer and shall not be eligible for reimbursement.

8. The Developer hereby agrees that prior to commencing any of the aforesaid construction, arrangements will be made with Metcalf & Eddy, the Authority's Engineers, to inspect said installation to insure said construction meets the Authority's specifications. The cost of said inspection shall be paid for by the Developer before any of said sewer lines will be accepted by and the use thereof permitted by the Authority.

9. The Developer agrees that it will apply for no Certificates of Occupancy until such time as all performance testing of the Waller (Moss Farms Subdivision) Pump Station, force main, and any sewer lines and laterals needed to service the North Ridge Subdivision have been completed by Waller Development and approved by the Town Engineer, with the advice of Metcalf & Eddy, Inc., which approval shall not be unreasonably withheld.

10. The Developer agrees that from the date of the execution of this Agreement, he will enter into no contracts for the sale of lots in the North Ridge Subdivision unless they include the following language:

"The Buyer understands and agrees that, at the time of the execution of this Sale and Purchase Agreement, Seller has entered into a Construction Agreement with the Cheshire Water Pollution Control Authority, which restricts Seller's right to obtain Certificates of Occupancy until such time as Seller complies with all of the terms and conditions of said Agreement. Seller has also entered into a Cost Sharing Agreement with Waller Development Corporation which will make the sanitary sewer system in the Moss Farms Subdivision available to serve the North Ridge Subdivision. The Buyer understands and agrees that Seller's ability to obtain a Certificate of Occupancy is dependent on the performance of Waller Development Corporation and is entirely outside the Seller's control. Buyer hereby agrees to hold the Cheshire Water Pollution Control Authority; the Town of Cheshire, its agents, servants, and employees; and Seller, its

agents, servants, and employees harmless from any and all losses which Buyer may experience as a result of Seller's inability to obtain a Certificate of Occupancy and otherwise perform in accordance with the terms of this Sale and Purchase Agreement."

11. The Developer also agrees to forward by certified, return receipt requested mail, to all current contract-vendees of lots within the North Ridge Subdivision, a letter advising them of the restrictions on Developer's ability to obtain Certificates of Occupancy as detailed in this Construction Agreement.

12. Except as otherwise provided herein, all the conditions and agreements contained herein shall apply to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties.

13. The Developer and Authority both agree that the construction of sewer lines and laterals as aforesaid are to be completed by the Developer no later than December 31, 1995.

14. The Developer agrees to provide the Water Pollution Control Authority, at no cost, with a set of reproducible mylar as-built drawings of the sewer once installed and the sewer project completed. Such drawings will be required prior to the acceptance of the sewer lines, laterals, and easements by Town of Cheshire. The Developer agrees that ownership of said sewer lines, laterals, appurtenances, and necessary easements, shall be deeded in the Town of Cheshire upon acceptance of said sewers by the Town of Cheshire. The Authority may restrict the Developer to connect any home to the Town's sewer system until the as-built plans are filed with the Town Engineer and approved by him.

15. All submissions to the Authority are to be in compliance with the provisions of "Town of Cheshire, Regulations for the Installation Of Sanitary Sewers In Residential, Commercial and Industrial Developments, January 1972," as revised and amended, prepared by Metcalf & Eddy, Inc.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the date first mentioned above.

SIGNED, SEALED AND DELIVERED IN THE
PRESENCE OF:

DIVERSIFIED BUILDERS, INC.

BY Paul A. Bowman

Its President

"EXHIBIT A"

Phase I North Ridge Subdivision

Property Description

Lancaster Way

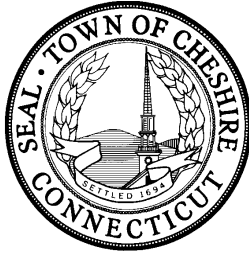
148 Lancaster Way	Lot 165
162 Lancaster Way	Lot 166
176 Lancaster Way	Lot 167
190 Lancaster Way	Lot 168
204 Lancaster Way	Lot 169
153 Lancaster Way	Lot 223
167 Lancaster Way	Lot 222
181 Lancaster Way	Lot 221
195 Lancaster Way	Lot 220
209 Lancaster Way	Lot 219

Landsdowne Lane

25 Landsdowne Lane	Lot 218
43 Landsdowne Lane	Lot 217
61 Landsdowne Lane	Lot 216
79 Landsdowne Lane	Lot 215
22 Landsdowne Lane	Lot 170
36 Landsdowne Lane	Lot 174
50 Landsdowne Lane	Lot 175
64 Landsdowne Lane	Lot 176
82 Landsdowne Lane	Lot 177

The amount of the on site sewer for Phase I is \$100,771.00.

All as shown on a map entitled, "Boundary Plan North Ridge prepared for Stoughton Associates, Jarvis Street, Cheshire, Scale 1"=100', Dated March 6, 1989 and Revised 6/12/89, 10/23/89, 12/04/89 and 12/10/89, Sheets 2 & 3" prepared by Alford Associates, Inc., Civil Engineers, Windsor, Connecticut.



A G R E E M E N T

THIS AGREEMENT entered into the _____ day of _____, 19____, by and between (company name) of the Town of _____, County of _____ and State of Connecticut, hereinafter called the "Developer", and the CHESHIRE WATER POLLUTION CONTROL AUTHORITY, hereinafter called the "Authority".

RECITALS

WHEREAS, the Developer has represented that it is the owner of a certain piece or parcel of land situated in the Town of Cheshire, County of New Haven and State of Connecticut, said premises are more particularly described on Exhibit A annexed and hereby made a part thereof; and

WHEREAS, said Authority herein is the duly constituted WATER POLLUTION CONTROL AUTHORITY of the Town of Cheshire; and

WHEREAS, said hereinbefore described property shall be subject to a sewer assessment which will be levied at some time in the future when public sanitary sewers are fully provided by the Authority to said property; and

WHEREAS, the Developer is desirous of developing the above mentioned parcel of land; and

WHEREAS, the Planning and Zoning Commission of the Town of Cheshire requires said property to be sewered by a public sanitary sewer line before it is developed by the Developer; and

WHEREAS, the Authority feels that it would be in the best interest of the Town of Cheshire to provide sanitary sewers to said property at this stage in its development, even though said property is not yet scheduled for said sewer system in the near future based upon the present plans of the Authority; and

WHEREAS, the parties by negotiations and discussions have attempted to reach an amicable agreement relating to the construction of said sewer line by the Developer.

NOW THEREFORE, in consideration of the mutual covenants, agreements and understanding herein contained, the parties mutually agree as follows:

1. The Developer agrees to construct and install, at its sole expense, sewer lines and all laterals as shown on maps entitled "_____
_____, Scale "__"=__" Date:
_____, Sheet No. __ and/through Sheet No. __, Owner:
_____ name _____, _____ address _____, town, and state _____, Applicant: _____ name _____, _____ address _____,
_____ town and state _____, Revised: as necessary

to be filed in the Cheshire Town Engineer's Office as approved by the WATER POLLUTION CONTROL AUTHORITY and its engineers, Metcalf & Eddy, Inc., or its successors, which Plan & Profile attached hereto is made a part thereof by reference.

2. The Developer shall, at its sole expense, obtain and pay for any easements necessary to construct said sewer line, or, if it is the owner of any property over which said sewer line shall pass, it shall grant such easements without cost to the Authority.

3. All construction being done by the Developer or its contractors shall be accomplished to the exact specifications as will be provided by the Authority's Engineers, Metcalf & Eddy, or its successors, if any.

4. All costs, including, but not limited to, costs of engineering, inspections, construction, easements, etc., shall be paid by the Developer.

5. Based upon an estimate by the Town Engineer of the Town of Cheshire, the reasonable costs of constructing the said sewer line as shown on the plans referred to in Paragraph 1 hereof is (\$ figures) dollars written . The Authority agrees that said (\$ figures) dollars written cost estimate or the actual certified costs of said work shall be credited against any future assessment or connection charge levied on said property described in Exhibit "A" according to the regulations of the Authority and the Connecticut General Statutes.

6. The Developer agrees that upon the execution of this Agreement, that for itself and its successors and assigns, it hereby waives any and all rights of appeal with respect to any sewer assessment that the Authority may levy pursuant to the provisions of the Connecticut General Statutes, reserving, however, any rights of appeal to any purchasers or their successors and assigns of the lot described above that such purchasers may have only with respect to a supplemental assessment as provided for under Section 7-251 of the Connecticut General Statutes.

7. The Developer agrees that prior to commencing any of the aforementioned construction, all necessary permits and bonds will be obtained by the Developer from all applicable federal, state and local officials or agencies insuring that specified work will be accomplished to the exact specifications of the appropriate regulatory bodies.

8. The Developer hereby agrees that prior to commencing any of the aforesaid construction, arrangements will be made with Metcalf & Eddy, the Authority's Engineers, to inspect said installation to insure said construction meets the Authority's specifications. The cost of said inspection shall be paid for by the Developer before any of said sewer lines will be accepted by and the use thereof permitted by the Authority.

9. Except as otherwise provided herein, all the conditions and agreements contained herein shall apply to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties.

10. The Developer and Authority both agree that the construction of sewer lines and laterals as aforesaid are to be completed by the Developer no later than December 31, 19__.

11. The Developer agrees to provide the Water Pollution Control Authority, at no cost, with a set of reproducible mylar as-built drawings of the sewer once installed and the sewer project completed and such drawings will be required prior to the acceptance of the sewer lines, laterals and easements by the Town of Cheshire. The Developer agrees that ownership of said sewer lines, laterals, appurtenances and necessary easements, shall be deeded in the Town of Cheshire upon acceptance of said sewers by the Town of Cheshire.

12. All submissions to the Authority are to be in compliance with the provisions of "Town of Cheshire, Regulations for the Installation Of Sanitary Sewers In Residential, Commercial and Industrial Developments, January 1972," as revised and amended, prepared by Metcalf & Eddy, Inc.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the date first mentioned above.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

company name

_____ BY _____

name
Its President

STATE OF CONNECTICUT:
: ss CHESHIRE
COUNTY OF NEW HAVEN :

On this _____ day of _____, 19____, before me, personally appeared _____, signer and sealer of the foregoing instrument and acknowledged to me that he is the PRESIDENT of company name and acknowledged the same to be his free act and deed before me.

Commissioner of the Superior
Court
Notary Public

Signed, Sealed and Delivered
In the Presence of: CONTROL AUTHORITY

CESHIRE WATER POLLUTION

_____ BY _____

_____ Its Chairman
Hereto duly authorized

STATE OF CONNECTICUT:
: ss CHESHIRE
COUNTY OF NEW HAVEN :

On this _____ day of _____, 19____, before me, _____ the undersigned officer, personally appeared _____, who acknowledged himself/herself to be the _____, of CESHIRE WATER POLLUTION CONTROL AUTHORITY, a corporation, and that he/she as such being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as

IN WITNESS HEREOF, I hereunto set my hand and official seal.

Commissioner of the Superior
Court
Notary Public