

DEVELOPER'S AGREEMENT

For:

TOWN OF SUFFIELD
WATER POLLUTION CONTROL AUTHORITY

and

Original/ Town Copy

Original/Developer's Copy

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AGREEMENT MADE this _____ ; by and between The WATER POLLUTION CONTROL AUTHORITY of the Town of Suffield, County of Hartford and State of Connecticut hereinafter designated the "AUTHORITY" and

hereinafter designated the "DEVELOPER"

WITNESSETH:

WHEREAS, the DEVELOPER is the owner of certain premises located off North Street in the Town of Suffield, which are more particularly described in EXHIBIT A attached hereto (hereinafter referred to as "the premises"); and WHEREAS, the DEVELOPER desires to:

- Construct residential dwellings on the lots designated in EXHIBIT A
- Offer for sale, developed residential building lots as designed in EXHIBIT A
- Construct a commercial building or buildings as designated in EXHIBIT A
- Other

and

WHEREAS, the DEVELOPER desires that the premises be served by the public sanitary sewers disposal system and desires to obtain a permit from the AUTHORITY in order to construct the sewer line and to service the premises and to connect that line to the AUTHORITY'S existing sewage system, and

WHEREAS, the AUTHORITY has approved the design of the sewage line shown on plans or prints marked EXHIBIT A, attached hereto and made a part hereof,

NOW THEREFORE, in consideration of the foregoing and of the promises and covenants herein contained the AUTHORITY and DEVELOPER agree:

SECTION 1. CONSENT TO CONSTRUCTION

The AUTHORITY agrees to permit the DEVELOPER to construct a sewer line to service the premises and to incorporate the sewer line into the AUTHORITY'S municipal sewage system, subject to the terms and conditions of this agreement, and provided that:

- A. All application fees have been paid in full;
- B. Construction of the sewer line shall be by a properly licensed drain layer or contractors employed by the DEVELOPER and approved by the AUTHORITY;
- C. Construction of the sewer line shall be at the DEVELOPER'S sole cost and expense and without cost to the AUTHORITY or to the Town of Suffield;

- D. All construction shall be done in accordance with the plans or print, previously submitted to and approved by the AUTHORITY and its engineers, which plans or prints are shown on Exhibit B, attached to and incorporated into this Agreement;
- E. Prior to commencing construction of the sewer line the DEVELOPER shall have completed all pre-construction conditions of this agreement, including payment of the deposit under Section 2, posting of the Performance Bond under Section 3, submission of documents required under Section 4, submission of insurance certificates required under Section 12, and all of which shall be submitted and approved before a sewer construction permit is issued to the DEVELOPER.
- F. Prior to the sewer line being incorporated into the municipal sewage system, the DEVELOPER shall have complied with all post-construction requirements of this agreement, as specified in Section 13.

As used in this Agreement, "sewer line" means the entire facility to be constructed by the DEVELOPER including pipe line, connections, pump stations, manholes and any other appurtenances necessary to make the completed facility an operating sewage disposal system capable of integration into the existing municipal sewage system.

SECTION 2. REIMBURSEMENT TO AUTHORITY, DEPOSIT FOR EXPENSES

- A. The DEVELOPER agrees to reimburse the AUTHORITY for all costs of preliminary testing, legal expenses, and all other related expenses incurred by the AUTHORITY engineering reviews, inspections, supervisory engineering, grade taking, measuring, or the Town of Suffield prior to or during construction of the sewer line, or during any maintenance period stipulated in this Agreement.
- B. Upon execution of this agreement by the DEVELOPER, the DEVELOPER shall deposit with the AUTHORITY the amount of _____, which amount is the estimated expenses of the AUTHORITY under Subsection 2A. It is understood and agreed by the DEVELOPER that the deposit amount is an estimate only, the actual expenses being impossible to determine in advance.
- C. During the time of construction of the sewer line, the AUTHORITY or the Town of Suffield may without further consent of the DEVELOPER draw on the funds and on any subsequent deposits, to pay or reimburse expenses incurred by the AUTHORITY or the Town of Suffield.
- D. In the event the full amount of the deposit is expended prior to acceptance of the sewer line by the AUTHORITY the AUTHORITY shall require that the DEVELOPER deposit additional funds in such amount as the AUTHORITY reasonably deems necessary to meet actual or anticipated expenses in excess of the initial deposit, and the AUTHORITY may require further subsequent deposits as amounts deposited are expended. The DEVELOPER shall make all additional deposits within ten (10) days after written notice from the AUTHORITY.
- E. Upon acceptance of the sewer line by the AUTHORITY any remaining funds on deposit, after payment or reimbursement of all expenses incurred by the AUTHORITY or the Town of Suffield, shall be returned to the DEVELOPER.

SECTION 3. PERFORMANCE BOND

- A. Upon execution of this agreement by the DEVELOPER, the DEVELOPER shall provide the authority with a Performance Bond, with such surety as the AUTHORITY deems acceptable, in the amount of _____ and in favor of the AUTHORITY and the Town of Suffield. Such bond insures the completion and maintenance of the sewer line to be constructed by the DEVELOPER and performance of all of DEVELOPER'S obligations hereunder, and shall be in an amount not less than the estimated cost, as determined by the AUTHORITY'S engineer, for the completion of and the connecting of the DEVELOPER'S proposed sewer line to the municipal sewage system.
- B. During construction and prior to acceptance of the sewer line by the AUTHORITY, the DEVELOPER may from time to time and upon submission of sufficient evidence of actual construction, request that the amount of the Performance Bond be reduced as construction progresses, but the amount of the bond remaining shall at all times be sufficient to insure completion of the sewer line in accordance with the approved plan and shall never be less than 30% of the original bond amount.
- C. Following acceptance of the sewer line by the AUTHORITY, the bond shall remain in effect in at least 20% of it's original amount for the maintenance period required under section 10 of this agreement, but in any event for no less than one (1) year from the date of acceptance of the sewer line.
- D. A Performance Bond shall be maintained throughout the term of this Agreement and the DEVELOPER shall not allow a bond provided hereunder to expire without providing the AUTHORITY with subsequent bond effective on or before the expiration date of the bond being replaced. If any bond expires and a subsequent bond has not been provided by the AUTHORITY and the DEVELOPER shall cease construction. In addition to any other remedy, the AUTHORITY may seek enforcement of this provision by injunction.
- E. Nothing in this agreement shall be interpreted as requiring the AUTHORITY or the Town of Suffield to complete construction of the sewer line or to accept the sewer line as part of the municipal sewage system in the event the DEVELOPER defaults under this agreement or ceases construction, or abandons the sewer line or the premises prior to completion by the DEVELOPER of all obligations under this Agreement and acceptance of the sewer line by the AUTHORITY; provided, however, the AUTHORITY, in it's sole discretion, may complete construction of the sewer or cause the DEVELOPER to complete construction of the sewer line by suit brought to enforce this Agreement or by enforcement under the Performance Bond, if the AUTHORITY determines that completion of the sewer line is necessary to the public health or safety or to prevent damage to, misuse of, or improper discharge into the municipal sewage system.

SECTION 4. EASEMENTS ON ADJOINING PROPERTIES

Upon execution of this Agreement by the DEVELOPER, the DEVELOPER shall furnish to the AUTHORITY proof in the form of duly executed and recorded deeds or bonds for deed that the DEVELOPER has acquired or has an unconditional right to acquire, easements on and through any properties not owned in fee by the DEVELOPER but which are necessary for completion of the sewer line, or its connection to the municipal sewage system, in accordance with the plans approved by the AUTHORITY. No such deed or bond for deed

shall contain any restriction or limitation preventing conveyance of the easements by the DEVELOPER to the Town of Suffield.

SECTION 5. INSURANCE

A. Upon execution of this Agreement by the DEVELOPER, the DEVELOPER shall furnish proof, in the form of Certificates of Insurance, that the DEVELOPER is, in part, securing its contractors or subcontractors performing work under this Agreement, by maintaining at the DEVELOPER'S own expense of contractors or subcontractors, the following forms of insurance:

(i) Owner's Protective Liability and Property Damage Insurance for and in the name of the AUTHORITY and the Town of Suffield and covering all claims against the AUTHORITY and the Town of Suffield rising out of this Agreement.

(ii) Public Liability and Property Damage Insurance, including coverage for acts of subcontractors, for all liability assumed under this Agreement and, where applicable, coverage for use of explosives, for collapse of buildings and damage to underground properties, and coverage required by statute, ordinance, or regulation.

(iii) Automobile Liability and Property Damage Insurance, to include coverage for hired or borrowed vehicles.

(iv) Workman's Compensation and Employer's Liability Insurance.

B. The minimum amounts of all such insurance shall be \$1,000,000.00 for each occurrence, but stipulation of minimum amounts, or acceptance by the AUTHORITY of certificates indicating the limits of coverage, shall in no way limit the liability of the DEVELOPER to any such amounts. All liability insurance policies shall name the AUTHORITY and the Town of Suffield as co-insured.

SECTION 6. PERMITS

A. Prior to commencing construction of the sewer line, the DEVELOPER shall obtain all required permits and approvals, in addition to approval of the AUTHORITY, which may include, but not limited to:

(i) Connecticut Department of Environmental Protection approval;

(ii) Connecticut Department of Transportation permits for construction in any State Highway.

(iii) Suffield Department of Public Works Permit for construction in any existing Town road.

(iv) Subdivision, site plan, or special permit from the appropriate Suffield Zoning and Planning Commission OR Suffield Zoning Board of Appeals;

(v) Suffield Conservation and Inland Wetlands Commission.

- B. The Authority will not issue a sewer permit to begin construction until all pre-construction conditions imposed by the AUTHORITY at the time of approving the DEVELOPER'S application have been completed and this Agreement has been executed by the DEVELOPER and by the AUTHORITY.

SECTION 7. TIME OF CONSTRUCTION, EXPIRATION OF APPROVAL & AGREEMENT

- A. Following execution of this Agreement by the DEVELOPER and by the AUTHORITY, the DEVELOPER shall, without undue delay, make application for any permits necessary to construct the sewer lines, which have not previously been obtained. The DEVELOPER shall diligently pursue the obtaining of all such permits.
- B. The DEVELOPER shall commence construction of the sewer within;
 - (i) Six (6) months after obtaining the last of the permits or approvals required for construction of such line, or
 - (ii) Within one (1) year from the date of this Agreement, whichever is earlier.

Failure to begin construction during the time period specified shall render this Agreement null and void and the AUTHORITY'S approval of the DEVELOPER'S application shall be deemed revoked.

- C. Prior to expiration of the time period specified in Subsection 7B above, the DEVELOPER may apply to the AUTHORITY for an extension of the time period of this Agreement, provided:
 - (i) Such application is received by the AUTHORITY, in writing, not less than one (1) full month prior to the regularly scheduled meeting of the AUTHORITY which next proceeds the date of expiration. Cancellation of a regularly scheduled meeting by the AUTHORITY or lack of a quorum at a meeting such that the DEVELOPER'S application could not be rescheduled for another regularly scheduled meeting prior to expiration of the term of this Agreement shall operate to automatically extend the term of this Agreement until the next regularly scheduled meeting of the AUTHORITY at which a quorum is present;
 - (ii) An extension of the time period may be granted only upon sufficient evidence that the DEVELOPER has made timely application for all permits necessary to construct the sewer line, has pursued all applications with diligence, but that no fault of or condition caused by the DEVELOPER, no decision has been rendered by the AUTHORITY empowered to grant or deny the permit.
- D. The DEVELOPER shall complete construction of the sewer line within five (5) years of the date of this Agreement or prior to the expiration of any subdivision approval, special permit or special exception granted by the Suffield Zoning & Planning Commission, whichever is earlier.
- E. Upon expiration of this Agreement due to lapse of time as provided in Subsection 7B or Subsection 7D above, all sums paid by the DEVELOPER for application fees or under the terms of this Agreement, including payments in lieu of assessment paid in part or in

full, shall be retained by the Town and no amount will be refundable to the DEVELOPER, except that the AUTHORITY will refund to the DEVELOPER any remaining portion of the deposit provided for in Section 2 of this Agreement after payment or reimbursement of all expenses as provided in Section 2, and further provided, that expiration of this Agreement shall not relieve the DEVELOPER of the obligation to pay all sums due under this Agreement including all sums due the AUTHORITY or the Town of Suffield for expenses incurred prior to expiration of this Agreement nor shall it relieve the Developer or any successor in title from payment of any assessment made against the premises.

- F. The AUTHORITY'S capacity to process and treat sewage being limited, and a portion of the capacity being reserved to the DEVELOPER upon approval of the DEVELOPER'S Application, it is understood and agreed by the DEVELOPER that upon expiration of Subsection 7D above, the capacity reserved under this Agreement may be utilized by the AUTHORITY for service to other properties and that a subsequent application for the same premises may be denied by the AUTHORITY.

SECTION 8. CONSTRUCTION

The Developer shall construct the sewer line in a good workmanlike manner in accordance with the construction plans approved by the AUTHORITY'S engineers, which plans are Exhibit B of this Agreement and as administered by the Town's field inspection personal. The cost of construction and installation of the sewer line shall be borne solely by the DEVELOPER and the completion of the installation shall be at no cost to the AUTHORITY, or to the Town of Suffield.

SECTION 9. CONNECTION TO MUNICIPAL SEWAGE SYSTEM

- A. Following completion of construction of the sewer line, the DEVELOPER shall request an inspection of the line by the AUTHORITY'S designated inspector. Following satisfactory results of such tests and inspections as the AUTHORITY'S inspector deems advisable, the inspector shall authorize connection of the sewer line to the AUTHORITY'S municipal sewage system. No part of the sewer line shall be connected to the municipal sewage system until such inspection is completed and such authorization is obtained.
- B. Authorization to connect the sewer line to the municipal sewage system shall not be deemed permission to discharge wastewater or sewage into the municipal sewage system. The DEVELOPER shall not permit any person to discharge wastewater or sewage through the sewer line until the AUTHORITY has accepted the sewer line.

SECTION 10. MAINTANCE

The DEVELOPER shall maintain the sewer line for a minimum period of one (1) year from the date of acceptance of the sewer line by the AUTHORITY and shall repair at DEVELOPER'S own expense, any defect discovered, or which (through the exercise of reasonable diligence) should have been discovered during the one (1) year period. During such period the DEVELOPER will also repair at its own expense any damage to any public street or highway, any grounds, or structure or other improvements to property caused during construction, caused by any defect in the sewer line, or caused during maintenance or repair of the sewer line. Should the AUTHORITY or the Town of Suffield suffer any loss or expense due to the DEVELOPER'S failure to maintain or repair, the DEVELOPER shall reimburse the

AUTHORITY or the Town of Suffield for all such losses and expenses, including costs of collection and reasonable attorney's fees in enforcing this provision.

For low pressure sewer systems (LPSS), the low pressure sewer lateral and pumping system will remain the property and responsibility of the homeowners up to the curb connection/isolation box. The term will not expire.

SECTION 11. USE OF THE SEWER LINE

A. The DEVELOPER, its successors and assigns, shall be entitled to connect to the sewer line only:

Residential dwellings constructed on the building lots shown and designated in Exhibit A

the commercial building or buildings shown and designated in Exhibit A.

B. The DEVELOPER shall not connect nor permit any other person to connect to the sewer line, any properties, lots or buildings which are not shown on EXHIBIT A without the express consent of the AUTHORITY, which consent may be in the form of an amendment to this agreement executed by the DEVELOPER and on behalf of the AUTHORITY.

C. Subsequent to the AUTHORITY'S approval of the plans attached hereto as EXHIBIT B, the DEVELOPER, its successor and assigns, shall not change the type of use of the sewer line or anticipated volume discharges as contemplated by plans without the express consent of the AUTHORITY, which consent may be in the form of an amendment to this Agreement executed by the DEVELOPER and on behalf of the AUTHORITY.

SECTION 12. PAYMENTS IN LIEU OF ASSESSMENT OF BENEFITS

A. A. In lieu of any assessment of special benefits to the premises described on Exhibit A by reason of the availability of the municipal sewerage system and in lieu of any charges for the connection of the lines to the municipal system, the DEVELOPER shall pay to the AUTHORITY the sum of \$_____, \$_____ of which shall be paid upon the issuance of a certificate of occupancy for each of the residential units constructed on the premises. The parties acknowledge that the sum agreed upon herein to be paid by the DEVELOPER is fairly and reasonably representative of the benefits realized and the costs of connection, and the DEVELOPER, having agreed to such sum, further acknowledges that all public hearings and notice requirements for the levying of benefits and the imposition of connection charges are inapplicable and expressly waives and releases them and any rights of appeal applicable to such procedures. The sum which the DEVELOPER agrees herein to pay shall be a lien upon the premises described in Exhibit A. The payments made hereunder shall be in lieu of all special benefit assessments and connection charges.

B. The payment in lieu of assessment herein provided for is predicated upon the AUTHORITY's present formula for assessing the benefits realized by a single family residence by reason of the availability of the sewerage system. Such formula is

periodically revised. IN the event that such assessment formula is revised after the date of this agreement but before the entire payment in lieu of assessment due hereunder becomes payable, then the unpaid balance of the payment in lieu of assessment provided for herein shall be adjusted to reflect each revision in such assessment formula proportionately. The AUTHORITY shall promptly notify the DEVELOPER of the amount of such adjustment in writing as soon after any adjustment in the assessment formula is adopted as is reasonably practical.

- C. It is understood and agreed by the DEVELOPER that sewer user charges will be levied for actual use of the public sewerage system separate from any payment made pursuant to Paragraph 12.A.. above, based upon the sewer user rates adopted by the AUTHORITY from time to time

SECTION 13 ACCEPTANCE OF THE SEWER LINE BY THE AUTHORITY

- A. Following connection of the sewer line to the municipal sewage system, in accordance with Section 9 of this Agreement, the DEVELOPER may apply to the AUTHORITY to accept the sewer line and incorporate the line into the municipal sewage system.
- B. With application to accept the sewer line, the DEVELOPER shall deliver the following to the AUTHORITY, and it is expressly understood that no application to accept will be received by the AUTHORITY unless accompanied by all of the following:
- (i) "As-Built" plans and profiles of the completed sewer line and appurtenances certified by a professional engineer to accurately describe the location and size of all facilities constructed and the boundaries of any easement or real property to be conveyed to the Town of Suffield. The drawing or drawings shall be in ink on Mylar, 24" X 36", drawn on a scale of 1" = 4' vertical and 1" = 40'horizontal, and shall include a separate Auto-CAD file in dwg. format with an assigned real-world projection of NAD 1983 State Plane Connecticut FIPS 0600 Feet for (1) property lines, (2) roads, (3) sidewalks, (4) sanitary sewer gravity lines, force mains, manholes and pump stations, (5) fire hydrants, (6) catch basins, and storm drainage lines, and (7) building locations, prior to the issuance of the first Certificate of Occupancy;
 - (ii) Original, executed (but unrecorded) deeds conveying to the Town of Suffield such Unencumbered fee simple titles to property or permanent easements in and across properties as are necessary to insure the continued ability of the AUTHORITY to own and maintain the sewer line.
 - (iii) A policy or policies of title insurance naming the Town of Suffield as insured and insuring the fee simple title or permanent easement rights to be dedicated to the Town by the deeds referred to in (ii) above;
 - (iv) Payment of all sums due in lieu of assessment as of the date DEVELOPER applies for acceptance of the line.
 - (v) A Performance Bond in an amount not less than 20% of the original bond amount specified in Section 3 of this Agreement an with a term of not less than one (1) year, insuring the DEVELOPER'S obligations to maintain and repair the sewer line, unless the original bond submitted under Section 3 or any subsequent bond, by its terms, will

continue in effect for at least one (1) year from the AUTHORITY'S acceptance of the sewer line.

(vi) Satisfactory evidence of approval of construction by the Connecticut Department of Transportation, the Connecticut Department of Environmental Protection, the Suffield Department of Public Works, or any other authority from which permits may have been required.

- C. Prior to acceptance of the sewer line the AUTHORITY may require review of all documents and plans by its designated agents and, if the same are deemed unsatisfactory for the purpose intended, may require that the DEVELOPER submit revised or substitute documents or plans. The AUTHORITY may also request any additional information from the DEVELOPER, which the AUTHORITY reasonably deems necessary in determining whether to accept the sewer line.
- D. Upon verification from the AUTHORITY'S engineers or other agents that the DEVELOPER has fulfilled all of the terms of this Agreement, that the sewer line has been completed in accordance with the approved plans and is in acceptable operating condition, that all roadways, curbs, walks, grounds and other appurtenances disturbed by construction have been acceptably restored, and that all necessary titles or easements have been conveyed to the Town, then the AUTHORITY, by appropriate resolution voted upon, shall accept, acquire title to, and incorporate into the public sewerage system the sewer line constructed under this Agreement.
- E. Acceptance of the sewer line by the AUTHORITY shall not relieve the DEVELOPER of the obligation to maintain and repair under section 10 of this Agreement, nor relieve the DEVELOPER of the obligation to make any payments due hereunder, nor shall acceptance of the sewer line be deemed a waiver by the AUTHORITY of its right to enforce any responsibility or obligation of the DEVELOPER under this Agreement and the Agreement shall survive acceptance of the sewer line and continue in full force and effect for all such purposes.
- F. Contractor agrees to provide CCTV evidence of satisfactory construction and condition of the sewer system after one year of sewer service, and before the remainder of the bond is released. The CCTV will be completed by a vendor certified in NASSCO PACP format, as approved by the Suffield WPCA.

SECTION 14 INDEMNIFICATION, COSTS OF ENFORCEMENT

- A. The DEVELOPER agrees that it shall at all times indemnify and save harmless the AUTHORITY, the Town of Suffield and their respective officers, agents and servants, on account of any and all claims, damages, losses, litigation, expenses, counsel fees, and compensation arising out of injuries, including death and property damage, sustained by, or alleged to have been sustained by, the servants, employees or agents of the AUTHORITY and the Town, or of the DEVELOPER, any contractors or subcontractors employed by it or any material men, and from injuries, including death and property damage, sustained by or alleged to have been sustained by the public, any or all persons on or near the work, or by any other person or property, real or personal (including property of the AUTHORITY and the Town) caused in whole or in part by the acts of omissions of the DEVELOPER, any contractors employed by it or any subcontractor or

materialmen or anyone directly or indirectly employed by them while engaged in the construction of the sewer line.

- B. In the event of the DEVELOPER'S failure to perform any of the obligations under this Agreement, the DEVELOPER shall pay all cost, including reasonable attorney's fees, incurred by the AUTHORITY or the Town of Suffield in enforcing the terms of this Agreement. In the event the AUTHORITY or the Town of Suffield successfully defends any challenge to the validity or legality of this Agreement, or any part hereof, in an action brought by the DEVELOPER, then the DEVELOPER shall pay to the Town of Suffield such costs, including reasonable attorney's fee's, as the Court, hearing and determining such challenge, shall deem responsible for defending in such action.

SECTION 15 TRANSFER OF TITLE

- A. The obligations and responsibilities assumed by the DEVELOPER under this Agreement being personal to the DEVELOPER, the same shall survive any conveyance or other transfer of title of the premises and such conveyance or other transfer of title shall not relieve the DEVELOPER from performing such obligations and responsibilities, without the express consent of the AUTHORITY.
- B. No person acquiring any title to the premises by conveyance or other transfer from the DEVELOPER shall acquire any of the rights and privileges granted by this Agreement unless such person also assumes all obligations and responsibilities of the DEVELOPER, and only with the express consent of the AUTHORITY.

SECTION 16 SEVERABILITY

If a court of competent jurisdiction shall adjudge any part of this Agreement invalid or unenforceable, the same shall not affect the remainder of this Agreement, and the remainder of this Agreement shall continue in full force and effect.

SECTION 17 EFFECTIVE DATE

The effective date of this Agreement shall be the date of its execution on behalf of the Authority.

SECTION 18 CAPTIONS

Captions in this Agreement are inserted for reference and as a matter of convenience only and are not intended to in any way limit or define the specific terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands.

DEVELOPERS AGREEMENT # DA - _____

**SUFFIELD WATER POLLUTION CONTROL
AUTHORITY**

BY: _____
Its Chairman

DEVELOPER

BY _____
Its

STATE OF CONNECTICUT))
COUNTY OF HARTFORD)) ss. Suffield

On this the th day of _____, before me, _____ acknowledged himself/herself to be the Chairman of the Suffield Water Pollution Control Authority and being authorized to do so, executed the forgoing instrument for the purposes therein contained on behalf of the Suffield Water Pollution Control Authority, by signing his/her name as such Chairman.

Notary Public/Commissioner of the Superior Court

STATE OF CONNECTICUT))
COUNTY OF HARTFORD)) ss. _____

On this the th day of _____, before me, the undersigned officer, personally appeared _____ signer of the foregoing instrument, who acknowledged the same to be his/her free act and deed and the free act and deed of the Developer entity.

Notary Public/Commissioner of the Superior Court