



TOWN of REDDING, CONNECTICUT

Zoning Commission

10 Lonetown Road, P.O. Box 1028, Redding CT 06875 Tel. (203) 938-8517 Fax (203) 938-4063

May 31, 2005

Mr. Richard Gibbons – Esq.
27 Imperial Avenue
Westport, CT 06880

Re: Zoning Approval for Site Plan Approval for Phase III Water
Control Facility for the Georgetown Land Development Group

Dear Mr. Gibbons:

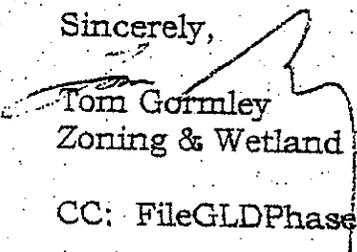
This letter is to confirm the formal approval of the Site Plan by the Town of Redding Zoning Commission on May 11, 2005 covering Phase III expansion of the Water Pollution Control Facility.

I have also enclosed herein a copy of the formal Legal Notice as was published in the Redding Pilot for your records.

You may now apply for the necessary permits if you have not already done so.

Please contact me if you have any questions and or comments relative to this matter.

Sincerely,


Tom Gormley
Zoning & Wetland Enforcement Officer

CC: FileGLDPhaseIIISewer

Redding Planning Commission

P.O. Box 1028

Redding Center, Connecticut 06875-1028

April 14, 2005

Frank Taylor, Chairman
Redding Zoning Commission
Post Office Box 1028
Redding Center, Connecticut 06875

Dear Mr. Taylor:

Thank you for your referral of the Site Plan for Expansion of the Georgetown Sewage Treatment Plant and Proposed Soil and Groundwater Remediation for the Georgetown Land Development Company.

At its meeting of 4/12/05, the Redding Planning Commission voted unanimously to recommend approval of the expanded Treatment Plant and Remediation Plan as proposed. It is compatible with the guidelines set forth in the Town Plan of Conservation and Development.

Yours very truly,

Diane F. Taylor/cpk

Diane F. Taylor
Chairman

DFT:cpk

mydocs.gtn.



**Redding Zoning Commission – Application Form
Town of Redding, Connecticut
Site Plan Approval**

All Applications shall consist of:

1. Letter of Intent
2. Completed Application Form
3. 13 Copies of site plan and all supporting materials

Date: 3/9/05

Name/Address of Owner of Record:

Town of Redding, Redding, CT

ARR Georgetown, LLC 1 North Main St., P.O. Box 36, Georgetown, CT 06829

Name/Address of Applicant (if different):

Same

Type of Application:

Site Plan-Commercial Zone

Site Plan – Residential Zone (with Special Permit Application)

Site Plan Amendment

Other (describe) Sewage Treatment Plant Expansion

In accordance with Master Plan Special Permit and Special

Development District approvals previously granted.

Required with Application Form:

Letter of Intent Y N Submitted with Master Plan Special Permit

Application Fee _____

Postage/Other Fees (as required) Y N Amount(s): _____

Additional Information (per Zoning Regulation Section(s)): _____

For Commission Use ONLY:

Date Accepted: _____ Public Hearing Date: _____

Referral to: _____ Redding Planning; _____ Regional Planning; _____

Other Town Agencies, Municipalities, Regional Agencies

(list) _____

Status: Approved Denied Date: _____

Redding Water Pollution Control Commission—Georgetown Water Pollution Control
Authority
Sewer Service Agreement

THIS AGREEMENT is made, and shall be effective as of this 2nd day of May, 2006, by and between the Redding Water Pollution Control Commission, the duly constituted water pollution control authority of the Town of Redding, a municipal corporation (hereafter collectively referred to as the "WPCC"), and the Georgetown Water Pollution Control Authority, the duly constituted water pollution control authority of the Georgetown Special Taxing District (hereafter collectively referred to as the "GWPCA").

WITNESSETH:

WHEREAS, the Town of Redding owns and the WPCC operates a municipal sewerage treatment system consisting of, among other things, collection facilities, force mains, pumping stations, and a sewage treatment plant which collects, transports, receives, treats, processes, disposes of and discharges sewage in accordance with the requirements of federal, state and local statutes, laws, orders, regulations and ordinances (hereafter the "Existing Redding Facilities"); and

WHEREAS, GWPCA desires to provide sanitary sewerage service to certain residential housing dwellings and units (hereafter the "Residential Units") to be constructed on certain real property located in the Town of Redding and located within the boundaries as described in Schedule A, attached hereto and incorporated herein by reference (hereafter referred to as the "GWPCA Service Area"); and

WHEREAS, the GWPCA intends to expand the Existing Redding Facilities, at its cost and expense, in order to provide a new sewage treatment plant to be owned by the Town of Redding and operated by the WPCC capable of treating approximately 245,000 gallons per day average daily flow of sewage (the "New Redding Facilities"), all in accordance with a certain Construction Agreement, attached hereto and incorporated herein by reference; and

WHEREAS, the GWPCA has requested that the WPCC treat and process at the Existing Redding Facilities up to 12,500 gallons per day average daily flow (as defined herein) to be generated by the Residential Units within the GWPCA Service Area, for a limited period of time until the New Redding Facilities are capable of replacing such borrowed capacity; and

WHEREAS, the WPCC and the GWPCA have authority to enter this Agreement pursuant to the provisions of Section 7-247 of the Connecticut General Statutes

NOW, THEREFORE, in consideration of the covenants contained herein, the parties hereby agree as follows:

SECTION 1: DEFINITIONS

For the purposes of this Agreement, the following words and terms shall have the respective meanings as set forth below:

1.1 **Average Daily Flow** – shall mean an average number of gallons of sewage generated each day to be treated and disposed of in the Existing Redding Facilities; on an annual (calendar year) basis.

1.2 **GWPCA Sewers** – shall mean all piping, pump station(s), laterals, mains, force mains, power and emergency power, and any other systems and equipment necessary to collect and transport wastewater from the GWPCA Service Area to the connection point with the Existing Redding Facilities.

1.3 **Servicing Period** – shall mean the period commencing upon the date when the first building permit is issued by the Building Department of the Town of Redding for a Residential Unit within the GWPCA Service Area and which proposes to tie into the GWPCA Sewers; and ending on the date that the New Redding Facilities are operational and capable of treating at least 87,500 gallons per day, Average Daily Flow of sewage, or eighteen (18) months from the commencement of the Servicing Period, whichever shall first occur.

SECTION 2: OPERATION AND MAINTENANCE

2.1 GWPCA may discharge into the Redding Facilities an Average Daily Flow not to exceed 12,500 gallons per day ("gpd"), from the GWPCA Service Area.

2.2

A. In the event that the GWPCA discharges into the Redding Facilities an Average Daily Flow exceeding 12,500 gpd, the WPCC shall not permit any new connections to be made to the Existing Redding Facilities, and shall not permit any changes in use for existing customers within the GWPCA Service Area that would add to the rate of discharge. Further, discharges that exceed an Average Daily Flow of 12,500 gpd will be billed at a rate two times the rate per gallon otherwise charged pursuant to this Agreement, during the period in which the excess flow occurred. Further, GWPCA will take immediate steps to either reduce the flow to the rate established in this Agreement, or to complete the construction and operation of the New Facility so as to accommodate such excess flows.

B. The provisions of section 2.2 A above shall not apply to discharges attributable to any capacity the GWPCA may borrow or acquire from any excess capacity held by Meadow Ridge for their future use.

2.3 The WPCC shall be responsible for all costs of maintenance and operation of the Existing Redding Facilities.

2.4 GWPCA shall be responsible for all costs of maintenance and repairs of GWPCA Sewers, including all costs to connect the GWPCA Sewers to the Existing Redding Facilities.

2.5 GWPCA shall adopt and enforce regulations controlling the use of its sewage system, including regulations regarding prohibited discharges into the GWPCA Sewer, which regulations shall be at least as restrictive or stringent as those adopted (or to be adopted by the WPCC) which regulations or ordinances shall not be enacted or enforced in an unreasonable, arbitrary or capricious manner.

2.6 In the event it becomes necessary during the term of this Agreement to make extraordinary operational expenses or repairs or replacements to the Existing Redding Facilities due to the discharge of prohibited substances in the GWPCA Sewers, then the GWPCA shall reimburse the WPCC for all costs incurred therewith. Said costs shall be reimbursed within 30 days of billing. GWPCA shall not be responsible for the cost of extraordinary operational expenses or repairs or replacements to the Existing Redding Facilities due to the discharge of prohibited substances by users outside of the GWPCA Service Area, or improper use or maintenance of system components by the WPCC or its operators.

2.7 Both the WPCC and the GWPCA shall, at all times during the term of this Agreement, have the right, by their duly authorized agents or employees, to inspect the Existing Redding Facilities and the GWPCA Sewers in order to assure themselves that construction, operation and maintenance of the Existing Redding Facilities and the GWPCA Sewers are being carried out in a satisfactory manner.

2.8 The rules, regulations and standard operating procedures of the WPCC shall remain in full force and effect and apply to all users of the sewer system, including all users within the GWPCA, except as may be specifically modified by the terms of this Service Agreement.

SECTION 3: MONITORING, TESTING AND METERING

3.1 GWPCA shall install proper monitoring and metering equipment to allow sampling, testing and measurement of wastewater discharged by GWPCA, and transported to and treated at the Existing Redding Facilities. The WPCC and GWPCA shall mutually agree regarding the type, location, method of installation, installer, and all other matters related to a meter or such other means utilized to measure wastewater flows being discharged by the GWPCA for treatment at the Existing Redding Facilities (the "Metering System"). The acquisition, installation, maintenance and repair of the Metering System shall be the responsibility of the GWPCA. In the event that the GWPCA fails to perform necessary maintenance or repairs to the Metering System in a timely manner in accordance with the provisions of this section of this Agreement, the WPCC shall have the right, upon three business days prior written notice to the GWPCA, to perform the necessary maintenance or repairs, and any costs incurred by the WPCC for such maintenance or repair shall be reimbursed by GWPCA within 30 days of billing.

SECTION 4: PAYMENT FOR SERVICES

4.1 GWPCA shall pay the WPCC, as an agreed cost for the WPCC to treat, process and discharge the GWPCA wastewater generated or to be generated by the GWPCA Service Area, as follows:

a) A "Hookup Fee" in the amount of \$350.00 per Residential Unit within the GWPCA Service Area and which Residential Unit proposes to tie into the GWPCA Sewers and discharge its wastewaters to the Existing Redding Facilities during the Servicing Period. Said \$350.00 Hookup Fee shall be payable within 3 business days after a Building Permit has been issued for such Residential Unit from the Town of Redding.

b) In addition, a "Service Fee" shall be charged to the GWPCA during the Servicing Period, which shall be equal to the then current charge per thousand gallons for the treatment of sewage by the WPCC ("Standard User Charge"), based on an assumed Average Daily Flow of 12,500 gpd.

(Example: assuming a Standard User Charge of \$17.90 per 1,000 gallons: $17.90 \times 12.5 = \$223.75$ per day). Said Service Fee shall be billed and paid in accordance with the procedures established for other users of the Existing Redding Facilities, provided; however, that upon termination of the Service Period, GWPCA shall received a rebate from the WPCC if the accumulated flow from the GWPCA Service Area during the Service Period was less than the estimated 12,500 gpd, computed as follows: (where A = total accumulated wastewater flows during the Service Period, divided by 1,000; B = the then current Standard User Charge); C = the total Service Fees paid by GWPCA during the Service Period.

A times B = Q C minus Q = the Rebate to GWPCA

(Example: the total accumulated flows during the Service Period = 3,825,000 divided by 1,000 (A) = 3,825; the Standard User Charge (B) = \$17.90; total Service Fees paid by GWPCA (C) = \$100,687.50)

Example Computation: (A) 3,825 X (B) 17.90 = (Q) 68,467.75

(C) 100,687.50 minus (Q) 68,467.75 = \$32,219.75 Rebate to GWPCA

Such Rebate, if any, shall be paid by the WPCC to GWPCA within 30 days following the termination of the Servicing Period.

SECTION 5: TERMS, SEVERABILITY, AND EFFECTIVE DATE

5.1 This Agreement shall take effect upon the execution of this Agreement.

5.2 In the event that there shall be a final adjudication that any provision or provisions of this Agreement are or shall be invalid, illegal or contrary to public policy, such provision or

provisions shall be deemed and construed to be severable from the remaining portion of this Agreement, which shall continue in full force and effect, unless the provision or provisions so adjudicated are so essential to the Agreement as to render performance of the Agreement impossible in their absence.

SECTION 6: REPRESENTATIONS AND WARRANTIES

6.1 GWPCA represents and warrants to the WPCC that (i) GWPCA is and will continue to be a duly formed water pollution control authority under the powers granted to the Georgetown Special Taxing District by Connecticut Special Act 05-14 of the January Session of the Connecticut General Assembly, and Chapter 105 of the Connecticut General Statutes, and with the power to execute and deliver this Agreement; (ii) that the execution and delivery by GWPCA of this Agreement have been duly authorized by the GWPCA in conformity with applicable laws, and no proceedings or authority for the execution and delivery of this Agreement have been repealed, rescinded or revoked; (iii) this Agreement, upon execution and delivery hereof, will be a legal, valid and binding obligation of the GWPCA enforceable against it in accordance with its respective terms; (iv) no litigation of any nature is now pending or, to the best of GWPCA's knowledge, threatened which would restrain or enjoin the execution, or delivery of this Agreement or in any manner question the authority or proceedings for the execution or delivery of this Agreement.

6.2 The WPCC represents and warrants to GWPCA that (i) the WPCC is and will continue to be a duly formed water pollution control authority under the powers granted by statute to the Town of Redding, a body politic and corporate, validly existing under the laws of the State of Connecticut, and with the power to execute and deliver this Agreement; (ii) that the execution and delivery by the WPCC of this Agreement have been duly authorized by the WPCC and the Town of Redding in conformity with applicable laws, and no proceedings or authority for the execution and delivery of this Agreement have been repealed, rescinded or revoked; (iii) this Agreement, upon execution and delivery hereof, will be a legal, valid and binding obligation of the WPCC enforceable against it in accordance with its respective terms; (iv) no litigation of any nature is now pending or, to the best of the WPCC's knowledge, threatened which would restrain or enjoin the execution, or delivery of this Agreement or in any manner question the authority or proceedings for the execution or delivery of this Agreement.

SECTION 7: MISCELLANEOUS

7.1 This Agreement shall be binding upon, inure to the benefit of, and be enforceable by the respective beneficiaries, successors and assigns of the parties hereto.

7.2 Notices under this Agreement shall be sent by United States Postal Service mail, first class postage prepaid, or by hand delivery, properly addressed to:

If to the GWPCA: GWPCA
P. O. Box 630
Georgetown, CT 06829
ATTN: Mark Javello

With a copy to:

Richard S. Gibbons
27 Imperial Avenue
Westport, CT 06880

If to the WPCC:

Chairman
Redding Water Pollution Control Commission
.....
.....

With a copy to:

Michael N. La Velle
Pullman & Comley
P. O. Box 7006
350 Main Street
Bridgeport, CT 06601-7006

7.3 Whenever used herein, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

7.4 This Agreement may be amended only by a writing signed by all parties hereto.

7.5 The captions and headings used in this Agreement are for convenience of reference only and shall not be construed as limitations or expansions upon the text to which they refer.

7.6 This Agreement may be executed in one or more counterparts, each of which shall be an original instrument and all of which together shall constitute one and the same instrument.

7.7 This Agreement shall be governed by, and construed in accordance with, the laws of the State of Connecticut.

7.8 In the event that the New Redding Facilities are not operational and capable of treating at least 87,500 gallons per day, Average Daily Flow of sewage, as of the expiration of the eighteenth (18th) month after the commencement of the Servicing Period, no additional users, new connections or changes in use for existing customers from the GWPCA Service Area will be permitted in the Existing Redding Facilities until the New Redding Facilities become operational and capable of treating at least 87,500 gallons per day of Average Daily Flow. Further, the provisions of Section 2.2 of this Service Agreement shall continue in full force and effect until the New Redding Facilities become operational and capable of treating at least 87,500 gpd of Average Daily Flow.

In Witness Whereof, the parties hereto have caused this Agreement to be executed by their authorized officers as of the date first written above.

Witnesses:

Town of Redding

By: [Signature]
Acting Chairman
Redding Water Pollution Control
Commission

By: _____

Georgetown Water Pollution Control
Authority

By: [Signature]
Georgetown Special Taxing District

By: [Signature]
STEPHEN M. JACOB
ITS PRESIDENT

CONSTRUCTION AGREEMENT

CONCERNING SITING AND USE OF A WASTEWATER TREATMENT PLANT IN REDDING (GEORGETOWN), CONNECTICUT

This Construction Agreement describes the agreement of the parties regarding the construction of an expanded municipal wastewater treatment plant on land currently owned by the Town of Redding and Georgetown Redevelopment Corporation in Georgetown, Connecticut.

PARTIES:

The Parties to this Agreement are the Georgetown Water Pollution Control Authority (hereinafter referred to as the "GWPCA"), the duly constituted water pollution control authority of the Georgetown Special Taxing District (herein referred to as the "Tax District"), the Georgetown Land Development Company, a Connecticut limited liability company (hereafter referred to as "GLDC"), Georgetown Redevelopment Corporation, a Connecticut non-stock corporation (hereafter referred to as "GRC"), the Town of Redding, Connecticut, a municipal corporation (hereafter "Town"), and including the Redding Water Pollution Control Commission, the duly constituted water pollution control authority of the Town (hereafter "WPCC"). For purposes of this Agreement, any reference to GRC, GLDC, or to the GRC Property or the GLDC Development Property (as hereinafter defined) shall be deemed to include the GWPCA and the Tax District, or such other master association or entity which may be created by GRC or GLDC in order to serve the aforesaid purposes.

PURPOSE:

The Town currently owns a parcel of land located in the Town of Redding, County of Fairfield and State of Connecticut, being in quantity approximately 0.426 Acres, as depicted on "CT DEP Approval Set, March 9, 2005, Existing Conditions Plan, Scale 1" = 20', sheet C-101" by Tighe & Bond Consulting Engineers, which is attached hereto (said land being referred to herein as the "Existing WPCF Site"). WPCC currently owns and operates its sewage treatment plant and facilities on the Existing WPCF Site. Said sewage treatment plant and facilities currently have a wastewater treatment capacity of approximately 75,000 gallons per day ("GPD") and is referred to herein as the "Phase II WPCF". The Phase II WPCF is also depicted on the "CT DEP Approval Set, March 9, 2005, Existing Conditions Plan, Scale 1" = 20', sheet C-101" by Tighe & Bond Consulting Engineers.

GLDC owns and desires to develop approximately 44 acres of real property known as the former Gilbert & Bennett facility, consisting of the following parcels as shown on the Redding Assessor's Map No. 103, to wit: Block 35, Lots 1 and 4; Block 32, Lots 1, 2 and 3; and Block 34, Lot 1; and being referred to herein as the "GLDC Development Property".

GRC owns and desires to develop approximately 6 acres of real property shown on Redding Assessor's Map No. 103, Block 37, Lot 1 and being referred to herein as the "GRC Property".

GLDC and GRC desire to expand and utilize the WPCC's sewage treatment facility in order to accommodate the additional wastewater flows to be generated from the GLDC

Development Property and the GRC Property. Such additional flows are currently estimated to be approximately 170,000 GPD. The GWPCA and Tax District intend to build such expanded sewage treatment facilities as are necessary to treat the additional wastewater flows of approximately 170,000 GPD to be generated from the GLDC Development Property and the GRC Property together with the Town's wastewater flows of approximately 75,000 GPD; for a total sewage treatment capability of approximately 245,000 GPD (hereafter referred to as "Phase III WPCF"). Due to the substantial increase in the wastewater treatment capacity of this new plant, as well as the necessary technological improvements to be incorporated into the new plant, the Phase III WPCF will require an almost total rebuilding of the Phase II WPCF. The proposed Phase III WPCF is depicted on "CT DEP Approval Set, March 9, 2005, Site Plan, Scale 1" = 20', sheet C-102" by Tighe & Bond Consulting Engineers (referred to herein as the "Phase III Site Plan").

GRC will provide the additional land for the Phase III WPCF as shown on the Phase III Site Plan, such additional land being the land shown on the Phase III Site Plan, less the Existing WPCF Site (such additional land being referred to herein as the "Phase III Parcel"). Upon completion and acceptance of the Phase III WPCF by the Town, the Town will take ownership of the Phase III WPCF and the Phase III Parcel, and will operate the Phase III WPCF for the benefit of its users, including the GRC Property, the GLDC Development Property, the GWPCA and the Tax District.

GRC and the Town have received Site Plan approval from the Redding Zoning Commission and a License from the Redding Conservation Commission for the proposed Phase III WPCF, as shown on the Phase III Site Plan (collectively the "Site Plan Approvals"). The Site Plan Approvals are incorporated into this Agreement by reference.

The purpose of this Agreement is to describe and coordinate the efforts of the Parties, and the intentions of the Parties, relative to the construction and future operation of the Phase III WPCF, and conveyance of the Phase III Parcel.

2. **GRC RIGHT OF WAY:**

The Town, the WPCC, and GRC agree that the conveyance of the Phase III Parcel will provide such rights of way over the Phase III Parcel, in favor of GRC, as may be necessary in order to permit GRC to access other portions of GRC's Property, herein referred to as "Remaining GRC Premises", during construction activities.

3. **COORDINATION OF ACTIVITIES:**

The Parties recognize that they will need to cooperate with respect to the coordination of their respective activities on the Phase III Parcel, the Remaining GRC Premises, the Phase II WPCF and the Existing WPCF Site. The WPCC has reviewed and approved the construction plans for the Phase III WPCF submitted to it by GLDC and the GWPCA and Tax District (referred to herein as the "Phase III WPCF Construction Plans"). GLDC's, GRC's, GWPCA and the WPCC's Engineers and consultants will continue to review each others plans and activities, and will coordinate their efforts in order to reach mutual agreement on such issues as:

- a. Location and implementation of the forcemain and other piping and utilities from the GLDC Development Property and the GRC Property.

- b. The continued and uninterrupted operation of sewage treatment as necessary to service the existing users of the Phase II WPCF (herein after "Required Operations") in coordination with construction of the Phase III WPCF.
- c. GRC's and GLDC's environmental remediation and development activities on the Phase III Parcel.

4. **GRC, GWPCA and/or Tax District**

- a. **GRC, or GWPCA or Tax District** will confirm with the Connecticut Department of Environmental Protection ("CTDEP") that the proposed use of the Phase III Parcel for the Phase III WPCF as set forth herein, is acceptable to the CTDEP.
- b. **GRC, or GWPCA or Tax District** will provide the Town and the WPCC with its information and findings from the environmental assessment and testing program. The report is for informational purposes only and is not intended as an affirmative representation as to the existing conditions at the GRC Property. **GRC, or GWPCA or Tax District** will remediate the Phase III Parcel in accordance with the requirements as specified by the CT DEP, and such remediation will be accomplished so as not to prevent the required operation of the Phase II WPCF. The Town agrees to sign documentation required by **GRC, or GLDC or GWPCA or Tax District** with respect to an Environmental Land Use Restriction to be recorded with respect to the Phase III Parcel, subject to prior review and approval by the Town.
- c. **GRC, GWPCA and/or Tax District** will have sole and complete discretion and control with respect to the Phase III Parcel environmental remediation, the Soil Management Plan for the Phase III Parcel, and the Closure Plan Activities on the Remaining GRC Premises. GLDC will also have such access to the Phase III Parcel as may be necessary to implement the redevelopment of the GLDC Development Property, provided that such access and activities do not materially interfere with the required operation of the Phase II WPCF.
- d. After completion of the Phase III Parcel environmental remediation by **GRC or GWPCA or Tax District** (to be contracted and implemented under the direction of **GRC or GWPCA or Tax District**, at its expense) **GRC or GWPCA or Tax District** will provide assurances to the Town and WPCC, by documents mutually acceptable to **GRC, GWPCA and/or Tax District**, the Town and the WPCC, of no liability for pre-existing environmental contamination or other contamination caused by **GRC** or its prior owners or operators, but not environmental contamination or other contamination caused by the Town, WPCC or any third party acting for or on behalf of the Town or WPCC, including the Redding Life Care, LLC (the entity which constructed the Phase II WPCF).
- e. **GRC, GWPCA and/or Tax District** will be responsible, at its cost and expense, for obtaining all state or federal permits or approvals necessary for siting, construction and operation of the Phase III WPCF, subject to review and approval by Town and

the WPCC. The WPCC will be a joint applicant with GRC, GWPCA and/or Tax District for all municipal regulatory agencies.

- f. GRC, or GWPCA or Tax District at its sole cost and expense, will be responsible for the design, construction and all components of the Phase III WPCF, subject to prior review and approval of all such plans by the Town and the WPCC. Ownership of the Phase III WPCF will be turned over to the Town and WPCC, fully paid and operational, upon completion, together with appropriate Waivers of Mechanic Liens. Prior to the Town accepting the Phase III WPCF, the Town may conduct operational tests, similar to the testing done prior to acceptance of the Phase II WPCF, including but not limited to odor and noise tests, in order to confirm that the Phase III WPCF has been completed in accordance with the design specifications.
- A condition of acceptance of the Phase III WPCF by the Town shall be a test of the odor control system with the Phase III WPCF fully operational that meets the results of the test from the Phase II WPCF. As part of these operational tests, the sound levels measured at the fence perimeter of the Phase III WPCF shall be no greater than the sound levels measured at the acceptance of the Phase II WPCF. These tests shall be conducted and reported by a certified testing laboratory using verifiable calibrated instruments. The cost of these tests will be borne by GRC, or GWPCA or the Tax District.
- g. GRC or GWPCA or Tax District will provide and pay the cost of a survey map and staking of the Phase III Parcel, and "As Built" maps of the completed facility, including all mechanical drawings.
- h. GRC or GWPCA or Tax District will construct the Phase III WPCF and the Town and WPCC will use best efforts to operate the Phase III WPCF in a manner so as to observe and comply with all present and future laws, ordinances, requirements, orders, directives, rules and regulations of Federal, State and Municipal governments.
- i. GRC or GLDC or GWPCA or Tax District will reimburse the Town for the Town's expenses incurred to review the design and monitor the construction of the Phase III WPCF, in accordance with a budget for such items to be mutually agreed upon by the parties.
- j. GRC or GWPCA or Tax District will indemnify and hold the Town harmless with respect to any third party claims for the acts or omissions of GRC or GWPCA or Tax District related to the design and construction of the Phase III WPCF.
- k. GRC or GWPCA or Tax District will own, operate and maintain all piping, pump station(s), laterals, mains, force mains, power and emergency power, and any other systems and equipment necessary to collect and transport wastewater from the GLDC Development Property to the connection point with the Phase III WPCF, subject to the other provisions of this Agreement.

5. GLDC

- a. GLDC will continue to cooperate with the Town, WPCC and CTDEP regarding the siting, construction and use of the Phase III WPCF.

6. **The Parties also understand and agree:**

- a. GLDC, GRC, GWPCA and the Tax District will have the right to connect into the Town's and WPCC's existing sewage collection system, including construction of new sewer mains connecting directly to the influent pump station at the water pollution control facility, and have the wastewater to be generated from the Development Property and the GRC Property treated at the Phase III WPCF. The Town and GRC will mutually agree regarding the design and location of a flow meter to measure and record the waste from the GRC Property and the GLDC Development Property being discharged to and treated at the Phase III WPCF.
- b. GLDC, GRC, GWPCA and the Tax District will, at all times, have first priority to the use of the additional 170,000 GPD of the wastewater treatment capacity which they are providing by construction of the Phase III WPCF.
- c. In consideration of GLDC's, GRC's, GWPCA and the Tax Districts agreement to rebuild the sewage treatment facility and to provide the Town with additional sewage treatment plant capacity, as set forth herein, the Town and the WPCC agree that they will not charge GLDC, GRC, GWPCA or the Tax District, or users within the GLDC Development Property and GRC Property any sewer assessments (whether for the Phase I, Phase II or the Phase III WPCF's) or any sewer connection fees, except as specifically set forth in a certain "Service Agreement" dated May 2, 2006 between some or all of the parties hereto. In addition, once the Phase III WPCF is accepted by the WPCC, it is the intention of the WPCC to charge GLDC, GRC, GWPCA, the Tax District or users within the GLDC Development Property and GRC Property the usual and standard sewer use charges, on the same basis as the charges imposed upon other similar users of the entire sewer system, provided, however, the WPCC reserves the right to establish sewer use charges based on future circumstances that may exist. The WPCC will disclose its method of calculating such sewer use charges to be imposed upon GLDC, GRC, GWPCA, the Tax District or users within the GLDC Development Property and GRC Property, as well as all other areas within the WPCC service district, for review and comment, prior to imposition of such charges, in accordance with the relevant provisions of the Connecticut General Statutes, as amended.
- d. GLDC or GWPCA or the Tax District will be responsible for all construction costs associated with the sewage collection system for transmitting wastewater from the GLDC Development Property to the Phase III WPCF; and GRC or GWPCA or the Tax District will be responsible for all construction costs associated with the

sewage collection system for transmitting wastewater from the Remaining GRC Premises to the Phase III WPCF.

- e. The Town will acquire from GRC, by Quit Claim Deed, the Phase III WPCF and the Phase III Parcel, provided that GLDC, GRC, GWPCA and the Tax District have fulfilled their respective commitments as set forth herein, including approval by CT DEP of the remediation of the Phase III Parcel and acceptance of the Phase III WPCF by the WPCC.
- f. Each Party agrees to permit the other to have access to such areas as are reasonably necessary for the construction of the Phase III WPCF, including, but not limited to the rights of certain of the parties hereto pursuant to that certain Driveway Access Agreement between the Town and GLDC dated March 6, 2006 which Driveway Access Agreement is incorporated herein by reference. The parties also acknowledge that a permanent access for the Town and/or the WPCC is to be provided by a road (Station Place) to be constructed by GLDC, or GRC or GWPCA or the Tax District, at its sole cost and expense, all as shown on that certain Site Plan approved by the Redding Zoning Commission on May 10, 2006.
- g. The parties agree that replacement of the Phase II WPCF with the Phase III WPCF is intended to provide the additional capacity needed for the GLDC Development Property and the GRC Property without undue detriment or extra cost to the Town, the WPCC or the present users of the Phase II WPCF.

Consequently, for the period beginning with the switch-over to the new Phase III WPCF through and including one (1) year after the Phase III WPCF has been operating at an average daily flow (as hereafter defined) equal to or greater than 125,000 GPD, in the event that the sewer use charges to the existing users of the Phase II WPCF (the "Existing Charges") must be raised in order to pay for higher operational costs which are solely attributable to the costs of operation of the Phase III WPCF (the "Higher Charges"), the GWPCA will reimburse the WPCC for the difference between the Existing Charges and the Higher Charges, so that the existing users of the Phase II WPCF will not be required to pay more than they would normally pay for sewer use charges as a result of the transition from the Phase II WPCF to the Phase III WPCF. In such event, GWPCA shall have the right to review the operational costs of the Phase III WPCF in order to verify such claimed Higher Charges.

For purposes of this Agreement, "Average daily flow" shall mean an average number of gallons of sewage generated each day to be treated and disposed of in the Phase III WPCF, on an annual (calendar year) basis.

- h. In the event that the Phase III WPCF does not function, within a reasonable variance tolerance, as represented in the Phase III WPCF Construction Plans due to one or more components (including materials, systems, equipment or design, collectively referred to herein as the "System Components") of the Phase III WPCF not performing as represented in the Phase III WPCF Construction Plans, GLDC, GRC or the GWPCA and Tax District will assist the Town and the WPCC

with respect to obtaining the repair or replacement of any System Components which may be under warranty, construction performance bond or other guarantee by third party vendors or contractors and which are defective or do not function within a reasonable variance tolerance, as represented in the Phase III WPCF Construction Plans. Further, for the period of time ending on the first to occur of the following: (i) a period of five (5) years from completion and acceptance by the Town of the Phase III WPCF, or (ii) a period of one (1) year after the WPCF has been operating at an average daily flow equal to or greater than 125,000 GPD, in the absence of such third party repair or replacement of any System Component not functioning within a reasonable variance tolerance, as represented in the Phase III WPCF Construction Plans; GLDC, or GRC or the GWPCA or the Tax District will take such actions as necessary in order to repair or replace any such System Component so that it will function within a reasonable variance tolerance, as represented in the Phase III WPCF Construction Plans. The provisions of this section shall not include normal wear and tear, failure, or replacement of System Components beyond their warranty periods or their anticipated life expectancy or performance requirements, nor repair or replacement of System Components due to improper use, operation or maintenance of System Components by the Town or its operators of the Phase III WPCF.

i. In order to secure the obligations set forth in this Agreement, GRC or GWPCA or Tax District agree to obtain construction performance bonds or other forms of performance guarantee (herein "Contractor Guarantees") from the general contractor for the construction of the Phase III WPCF, the exact form and amounts to be determined by GWPCA, and to name the Town and/or the WPCC as an additional insured on all such Contractor Guarantees for the construction of the Phase III WPCF, so that the Town will have access to the rights and remedies available pursuant to such Contractor Guarantees.

The Tax District has obtained construction financing from Union Savings Bank in the amount of \$5 million for the construction of the Phase III WPCF, and has also secured a commitment from the United States Department of Agriculture (the "USDA") for permanent financing. Construction advances are to be made monthly, based on construction progress, as approved by an engineer from the USDA who will monitor the construction of the Phase III WPCF. In order to secure the obligations set forth in this Agreement, GRC or GWPCA or Tax District or GLDC agree to provide a performance bond, or a Letter of Credit or other form of performance guarantee (herein "Guarantees") in favor of the Town and/or the WPCC, in the amount of \$150,000.00 in order to secure the Town and/or the WPCC in the event of a default under the terms of this Construction Agreement by GRC or GWPCA or the Tax District. This Guarantee will be provided as follows: (a) \$50,000.00 within 60 days after the execution of this Construction Agreement; (b) the additional \$100,000.00 at a point in time in the future, to be mutually determined by the parties hereto, based on that point in time when the parties reasonably determine that the Town and/or the WPCC would incur substantive financial loss or operational interruption in the event of a default by GRC, GWPCA or the Tax District. To the extent that the Guarantee funds have

not been utilized by the Town or the WPCC due to a default as aforesaid, the Guarantee funds will be released as follows:

(1) Fifty percent (50%) shall be released when the Phase III WPCF is operating and capable of processing at least 125,000 GPD average daily flow of wastewater in accordance with design criteria and DEP Permit Requirements; and (2) Fifty percent (50%) upon acceptance of the Phase III WPCF as provided in this Construction Agreement.

In the event that GRC, GWPCA or the Tax District fails to provide the Guarantees in accordance with this section, the Town and/or the WPCC shall have the option to terminate this Construction Agreement.

The Parties have expressed their confirmation and acceptance of the terms of this Agreement through the signature of their duly authorized agents. This Agreement will be effective as of _____ 2006.

The Town of Redding

By Dorothy Ketchum, First Selectman

Redding Water Pollution Control Commission

By John A. King, Acting Chairman
6/13/06

Georgetown Land Development Company, LLC

By _____

Georgetown Redevelopment Corporation

By _____

Georgetown Water Pollution Control Authority

By _____

Georgetown Special Taxing District

By _____

utilized by the Town or the WPCC due to a default as aforesaid, the Guarantee funds will be released as follows:

(1) Fifty percent (50%) shall be released when the Phase III WPCF is operating and capable of processing at least 125,000 GPD average daily flow of wastewater in accordance with design criteria and DEP Permit Requirements; and (2) Fifty percent (50%) upon acceptance of the Phase III WPCF as provided in this Construction Agreement.

In the event that GRC, GWPCA or the Tax District fails to provide the Guarantees in accordance with this section, the Town and/or the WPCC shall have the option to terminate this Construction Agreement.

The Parties have expressed their confirmation and acceptance of the terms of this Agreement through the signature of their duly authorized agents. This Agreement will be effective as of JUL 13, 2006.

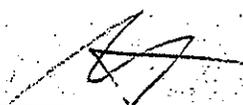
The Town of Redding

By _____

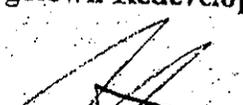
Redding Water Pollution Control Commission

By _____

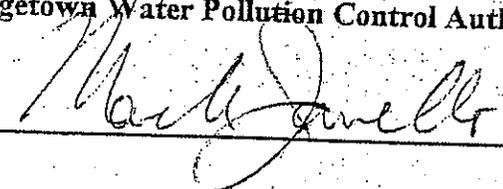
Georgetown Land Development Company, LLC

By 
STEPHEN M. SOLEN
ITS PRESIDENT

Georgetown Redevelopment Corporation

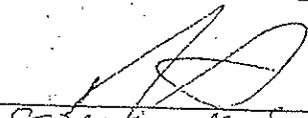
By 
STEPHEN M. SOLEN
ITS PRESIDENT

Georgetown Water Pollution Control Authority

By 

Georgetown Special Taxing District

By



STEPHEN M. SILER
ITS PRESIDENT

DRIVEWAY ACCESS AGREEMENT

THIS DRIVEWAY ACCESS AGREEMENT (the "Agreement") is hereby made this 6th day of March, 2006, by and between GEORGETOWN LAND DEVELOPMENT COMPANY, LLC., a Connecticut limited liability company having an address of One North Main Street, Georgetown, CT 06829 (the "Grantor") and the TOWN OF REDDING, a municipal corporation organized under the laws of the State of Connecticut (the "Grantee"). The "Grantor" and "Grantee" are also sometimes collectively referred to as "the parties."

WHEREAS, the Grantor is currently the owner of that certain property located in the Town of Redding, Connecticut, which property is known as the former Gilbert and Bennett Wire Mill manufacturing facility (the "Property"); and

WHEREAS, the Grantee, its employees and its contractor, VEOLIA Water Company, require access over said Property for vehicular ingress and egress to and from North Main Street to the Town of Redding Municipal Wastewater Treatment Plant (the "Plant").

WHEREAS, the Grantee has an existing easement providing for said access, but for the convenience of each of the parties, the Grantee has been using, and would like to continue to use, that certain earth driveway on said Property more particularly described in Exhibit A attached hereto and made a part hereof (the "Driveway") until the Property is developed by the Grantor and/or Grantor provides alternative access via one or more roadways it will cause to be built in connection with its redevelopment of the Property.

NOW THEREFORE, in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereto agree as follows:

1. GRANT OF ACCESS. The Grantor hereby grants to the Grantee, its employees and its contractor, VEOLIA Water Company, a temporary and non-exclusive right to use the Driveway for vehicular ingress and egress to and from the Plant to North Main Street. This grant of access is subject to all of the terms and conditions contained herein.
2. KEYS. In order to facilitate the Grantee's access to the Driveway, the Grantor shall provide the Grantee with a key to the gate in front of said Driveway (the "Gate"). The Grantee shall be permitted to provide a copy of said key to its contractor, VEOLIA Water Company, and to any of its employees that require a copy of said key in performance of their job duties. The Grantee shall not provide a copy of said key to any other third party besides VEOLIA Water Company or to any employees that do not require a copy of said key in performance of their job duties. Upon the request of the Grantor, the Grantee shall provide a list to the Grantor of any and all persons, known to the Grantee, who have been given a copy of the key to the Gate.
3. RIGHTS AND RESPONSIBILITIES OF THE GRANTEE. The Grantee, its authorized employees and its contractor VEOLIA Water Company, shall be permitted to use the key to unlock the Gate at any time that they desire access to the Plant. Said parties shall further be permitted to leave the Gate unlocked during any given period of access to the Plant, so long as they close the Gate

behind them. The Grantor will not lock the gate while said parties are at the Plant, provided that the Grantee shall be responsible for locking the Gate immediately after each period of access to the Plant by the Grantee, its employees and its contractor, VEOLIA Water Company.

4. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT.

(a) The Grantee shall hold the Grantor harmless from and indemnify it against all losses suffered by the Grantor as a result of the use of the Driveway by the Grantee, its employees and its contractor, VEOLIA Water Company, including without limitation: any losses from property damage to or environmental contamination of the Property; any losses from personal injuries to the Grantee, its employees, VEOLIA Water Company and VEOLIA's agents, servants and/or employees; any losses from personal injuries to other persons resulting from the acts or omissions of the Grantee, its employees, VEOLIA Water Company and VEOLIA's agents, servants and/or employees, whether or not caused by negligence; and costs of suit and reasonable attorneys' fees incurred by the Grantor in defense of any litigation.

(b) The Grantee shall further hold the Grantor harmless from and indemnify it against all losses suffered by the Grantor as a result of the use of the Driveway by any other third parties if such use was caused by either of the following: (1) the Grantee's neglect or failure of its duty to lock the Gate immediately after each period of access to the Plant by the Grantee, its employees and its contractor, VEOLIA Water Company; or (2) the Grantee, its employees, VEOLIA Water Company or VEOLIA's agents, servants and/or employees providing a key to the Gate to any party not specifically authorized to have such key pursuant to Paragraph 3 herein. This indemnification shall include, without limitation: any losses from property damage to or environmental contamination of

the Property; any losses from personal injuries to any persons, whether or not caused by negligence; and costs of suit and reasonable attorneys' fees incurred by the Grantor in defense of any litigation.

(c) Notwithstanding the foregoing, the Grantee shall not be responsible for any losses or injuries that are sustained as a result of the gross negligence or willful misconduct of the Grantor or any of its agents, servants or employees.

5. TERM. The grant of access contained in this Agreement shall be effective from the date that this Agreement is executed by all of the parties hereto (the "Effective Date") and shall continue until the Property is developed by the Grantor and alternative roadway access across the Property is provided to the Plant or until the Property is sold by the Grantor to any party (the "Termination Date"). The Grantor shall provide at least a thirty-day notice of the Termination Date to the Grantee prior to the termination of this Agreement.

6. ENTIRE UNDERSTANDING. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof. The parties acknowledge that there have been no representations or understandings other than those expressly set forth in this Agreement.

7. MODIFICATION. Any modification or alteration of this Agreement, or any waiver of any of the provisions hereof, shall not be valid unless it is in writing and executed by the parties.

8. PARTIES BOUND. The terms and conditions of this Agreement shall be binding upon and inure to the benefit of the respective successors and any authorized assigns of the parties.
9. NO ASSIGNMENT. The grant of access contained in this Agreement shall not be assigned by the Grantee to any other party with out the prior, written consent of the Grantor, which consent may be unreasonably withheld.
10. GOVERNING LAW. This Agreement shall be construed in accordance with the laws of the State of Connecticut.
11. SEVERABILITY. If this Agreement contains any provision that is deemed illegal or unenforceable, the other provisions of this Agreement shall remain in full force and effect.
12. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all such counterparts shall constitute one agreement. To facilitate execution of this Agreement, the parties may execute and exchange counterparts of the signature pages by facsimile or by e-mail, effective upon receipt.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the day and year first above written.

THE GRANTOR:

GEORGETOWN LAND DEVELOPMENT
COMPANY, LLC

Mark W. Klein

[Signature]

By:

[Signature]

STEPHEN M. SOLER
Its Manager

THE GRANTEE:

TOWN OF REDDING

Patricia J. Moiso
Patricia J. Moiso

Kathleen Misrendino
Kathleen Misrendino

By:

Natalie Ketcham
Natalie Ketcham

Its First Selectman

STATE OF CONNECTICUT)

COUNTY OF FAIRFIELD)

) ss: Redding

On this the 1st day of March, 2006, before me, personally appeared Stephen M. Soler, Manager of Georgetown Land Development Company, LLC, who acknowledged that he executed the foregoing instrument for the purposes therein contained as his free act and deed individually and as such Manager of the Company.

Michael W. Klein
Commissioner of the Superior Court
Notary Public

STATE OF CONNECTICUT)

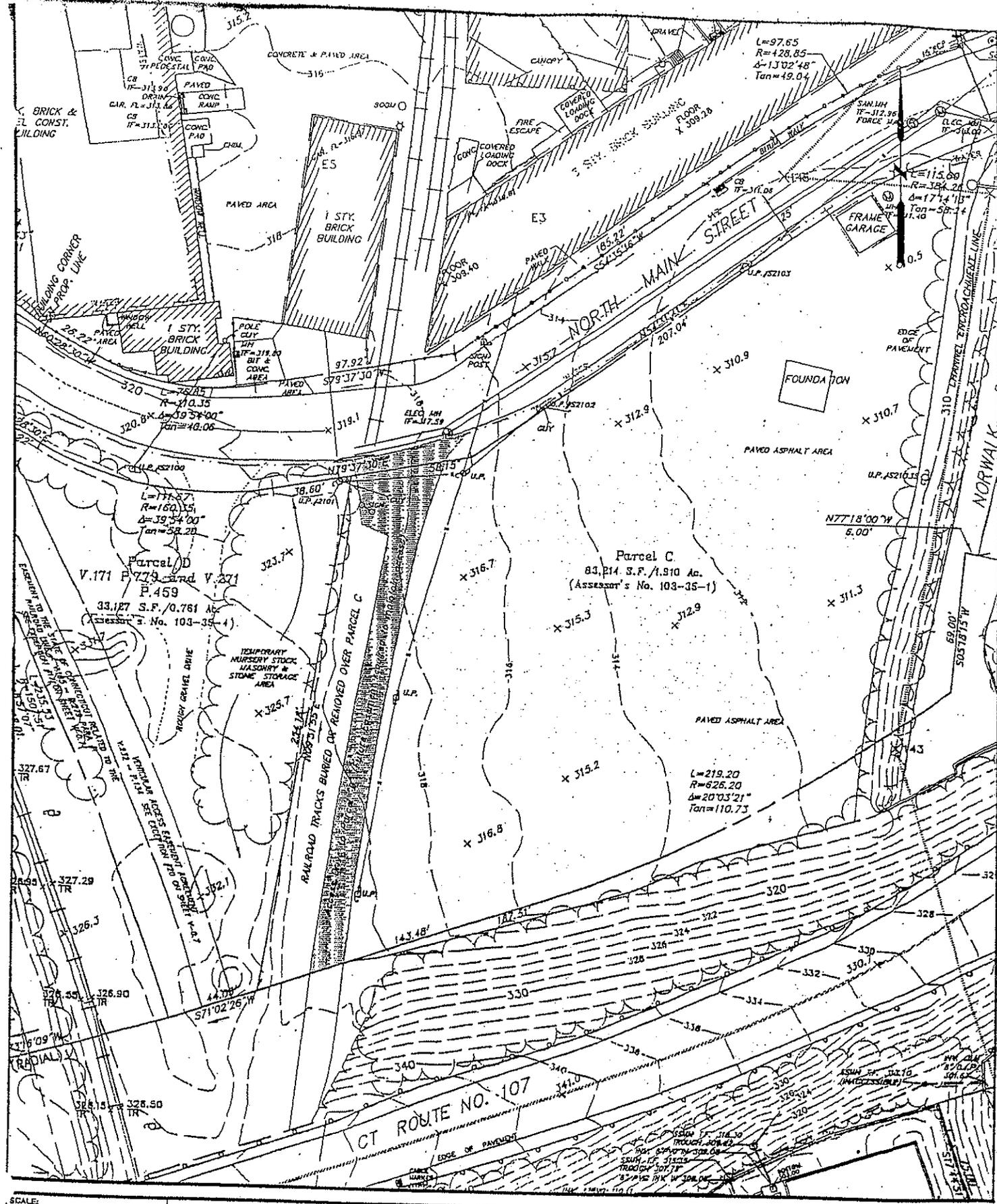
COUNTY OF FAIRFIELD)

) ss: REDDING

On this the 6th day of March, 2006, before me, personally appeared Natalie T. Ketchum of the Town of Redding, who acknowledged that he/she executed the foregoing instrument for the purposes therein contained as his/her free act and deed individually and as such First Selectman of the Town of Redding.

Michele R. Grande
Commissioner of the Superior Court
Notary Public
MICHELE R. GRANDE
NOTARY PUBLIC
MY COMMISSION EXPIRES AUG. 31, 2010

Exhibit A



VIEW: UTM: CTB:

SCALE:	
HORIZ.:	1" = 60'
VERT.:	
DATUM:	
HORIZ.:	
VERT.:	
GRAPHIC SCALE	

FUSS & O'NEILL
 Disciplines to Deliver
 148 HARTFORD ROAD, MANCHESTER, CONNECTICUT 06110
 860.648.2488 www.fussandoneill.com

GEORGETOWN DEVELOPMENT CO., LLC
EASEMENT PLAN
 NORTH MAIN STREET
 TOWN CONNECTICUT

PROJ. No. 2001821V10
 DATE: 02/13/2006
V.0.1



STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION

FILE 9482



2800 BERLIN TURNPIKE, P.O. BOX 317546
NEWINGTON, CONNECTICUT 06131-7546

Phone:

(860) 594-2770

January 17, 2008

Mr. Dale Spencer, P.E.
Senior Transportation Engineer
Earth Tech
655 Winding Brook Drive
Suite 402
Glastonbury, CT 06033-4337

Dear Mr. Spencer:

Subject: Towns of Redding and Wilton
Traffic Signal Designs
Georgetown Development

The Division of Traffic Engineering has reviewed the submittal for the traffic signal designs and revisions and found the plans generally acceptable for field implementation upon the submittal of stamped prints by a CT Registered Professional Engineer, mylars, a disk with a copy of the plans in Microstation Format, and a valid encroachment permit. Enclosed are comments and marked up plans that should be addressed with the next submittal.

An encroachment permit will be required from the District 3 Office, located at 140 Pond Lily, New Haven, CT 06515, (203) 389-3020, prior to performing any work within the State highway right-of-way. An encroachment permit will not be issued until a certificate has been obtained from the State Traffic Commission.

Please contact Mrs. Gina Greenalch, of this office at (860) 594-2732 should you have any questions regarding this matter. Electrical questions should be addressed to Mr. Paul Ferrante at (860) 594-2583.

Very truly yours,

Barbara B. Ricozzi, P.E.
Principal Engineer
Bureau of Engineering and
Highway Operations

Enclosure



Town of Redding
Health Department

P. O. Box 1028
Redding Center, CT 06875

Tel: (203) 938-2559

Fax (203) 938-5027

Date: July 27, 2004

To: Frank Taylor, chairman
Zoning Commission

From: Doug Hartline, RS
Health Department

Subject: Georgetown Land Development Master Plan
(The old Gilbert & Bennett facility)

The Redding Health Department has reviewed plans and associated materials dated June 7, 2004 for the subject proposal.

Comments are as follows:

1. All sewer hook-ups must comply with all Water Pollution Control Commission regulations and design specifics as stated in "Procedures, Specifications and Standard Detail for Georgetown Public Sewers" (attached).
2. All food service facilities in class II, III, & IV as categorized by section 19-13-B42(s)(3) of the Connecticut State Health Code (attached), must have an H2O loading grease trap sized to meet or surpass 24-hour flows with inlet/outlet manholes to grade.
3. All grease traps must have an outlet filter specifically designed to prevent grease from discharging into the public sewer line.
4. All food service facilities must have dedicated kitchen waste lines discharging into a grease trap. All other waste water must be directly tied into the public sewer.
5. Should kitchen waste require a pump, a professional engineer must design the system.
6. All food service facilities must agree to a quarterly grease trap pumping schedule and possibly more frequent if deemed necessary by the Health Department and/or the Water Pollution Control Commission.
7. A facility changing its use to a food service facility must comply with all the above.
8. The discharge of any liquid, solid, or gas pollutants into the public sewer is prohibited.
9. The discharge of roof downspouts, foundation drains, surface drains, or groundwater into the public sewer is prohibited.

cc: George Konow/WPCC



Town of Redding
Health Department

P.O. Box 1028
Redding Center, CT 06875

Tel: (203) 938-2559

Fax (203) 938-5027

**PROCEDURES, SPECIFICATIONS AND STANDARD DETAIL FOR
GEORGETOWN PUBLIC SEWERS**

1. Each building shall have its own separate hook-up which shall be located on the same lot as the building served. For exceptions see Section 4.5 WPCC Regulations.
2. All sewer hook-up applicants must apply for a permit from the Redding Health Dept. Ref. Section 4.2(a) WPCC Regulations.
3. No hook-up is allowed without an approved, signed permit.
4. Permit fees are as follows:
 - a. \$50.00 for residences, business offices, and retail stores.
 - b. \$100.00 for restaurants or businesses that require pre-treatment systems, i.e. grease traps.
5. All installers must have one of the following valid licenses, P-1, P-3, P-7, or W-9 in order to install a sewer hook-up. Ref. Section 4.11 WPCC Regulations.
6. The installer shall prepare and submit detailed drawings of the applicant's proposal to the Redding Health Department. Such drawings shall be drawn to 1" = 40' scale (horizontal and vertical) or larger: 1" = 30' or 1" = 20'.
7. Plans submitted must contain the following:
 - a. An accurate drawing of the foundation
 - b. The well location
 - c. The lateral line location proposed pitch, and connection point to existing lateral stub or main line sewer
 - d. The grease trap location (if required)
 - e. The location of all nearby road drains and manhole covers.
8. Pipe requirements:
 - a. Piping for sewer laterals should be minimum 4" in diameter for heavy duty cast iron pipe or 6" in diameter minimum for SOR 35 PVC. Laterals, within 50 feet of a well must be constructed of a pipe which meets the minimum requirements of Connecticut State Public Health Code.

Pipe requirements: continued

- b. All pipe should be bedded with ½" crushed stone: 4" underneath the pipe and 12" over.
 - c. All pipe must have a ¼" per foot (2%) pitch or greater
 - d. Cleanouts must be provided as part of the lateral piping immediately outside the structure served if there is no cleanout inside the foundation. Cleanouts outside the foundation shall extend to finished grade and be provided at intervals not exceed 75 feet.
 - e. No bend greater than 45 degrees on the line is permitted.
 - f. The connection between the lateral and existing stub in the street must be made with an appropriately sized Fernco-coupling.
 - g. If no stub has been provided in the street, an 8" by 6" saddle connection must be provided over the main line sewer.
9. Existing septic tanks must be pumped out by a licensed septic hauler and the waste disposed of at an approved treatment facility. The tank shall be removed or crushed and the excavation filled with clean backfill having stones no greater than 2" in diameter.
10. All pump systems should be as follows:
- a. The pump system must maintain a minimum velocity of 2 feet per second on the discharge pipe.
 - b. The tank must have a minimum capacity of 60 gallons or 6 hours worth of storage, whichever is least.
 - c. A check valve must be provided at the tank, and a shut-off valve should be provided at the property line.
 - d. The force main must be constructed of SDR-21 PVC, with a minimum of 4 feet of cover. Bedding must be the same as a gravity lateral, and air release valves should be provided at all high points in the line.
 - e. An alarm must be provided to indicate pump failure.
11. Any alteration to the sewer plumbing inside the foundation requires a permit from Redding Building Department. Reference Section 4.2(b) WPCC Regulations
12. Grease and oil separators (grease traps) are required for all facilities producing such waste (i.e. restaurants.) All traps, shall be no less than 1000 gallons, with baffles and easily accessible with manholes to grade to facilitate cleaning.
13. The contractor shall notify the Redding Health Department in writing before starting any authorized permitted work. Reference Section 4.2(b) WPCC Regulations.

14. All laterals must be inspected and approved by the Redding Health Department prior to backfilling. A minimum of 24 hours notice must be provided for inspection (938-2559.)
15. A plan of the sewer hook-up asbuilt, shall be required, clearly indicating the following:
 - a. Location of the sewer lateral by:
 1. diagonals from the building
 2. diagonals from manholes and road drains
 - b. Location of cleanout(s)
 - c. Type of pipe used
 - d. Diameter of pipe
16. Upon determination the sewer hook-up has been installed in compliance with all requirements of the water Pollution Control Commission and the Redding Health Department, a permit to discharge will be issued.

NOTE: Detailed "REGULATIONS REGARDING THE USE OF SANITARY SEWERS IN THE TOWN OF REDDING" are available in the Redding Health Department

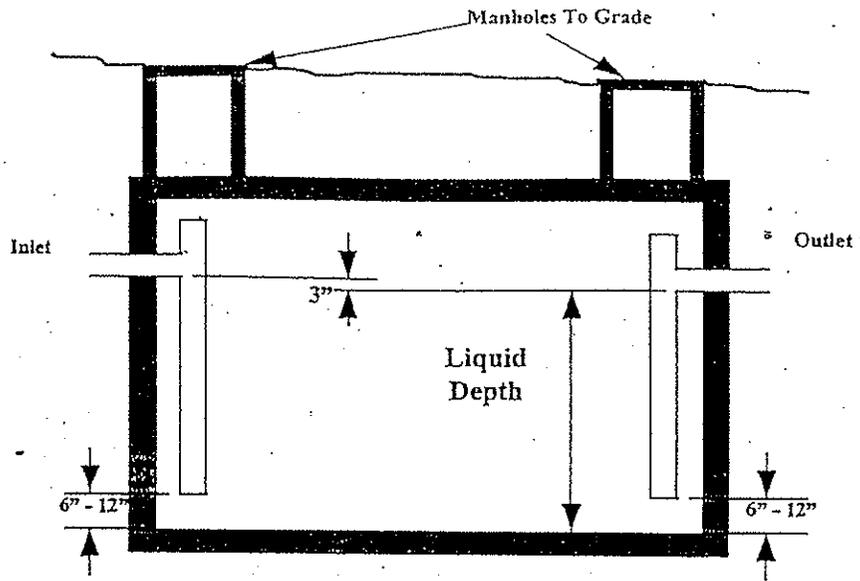
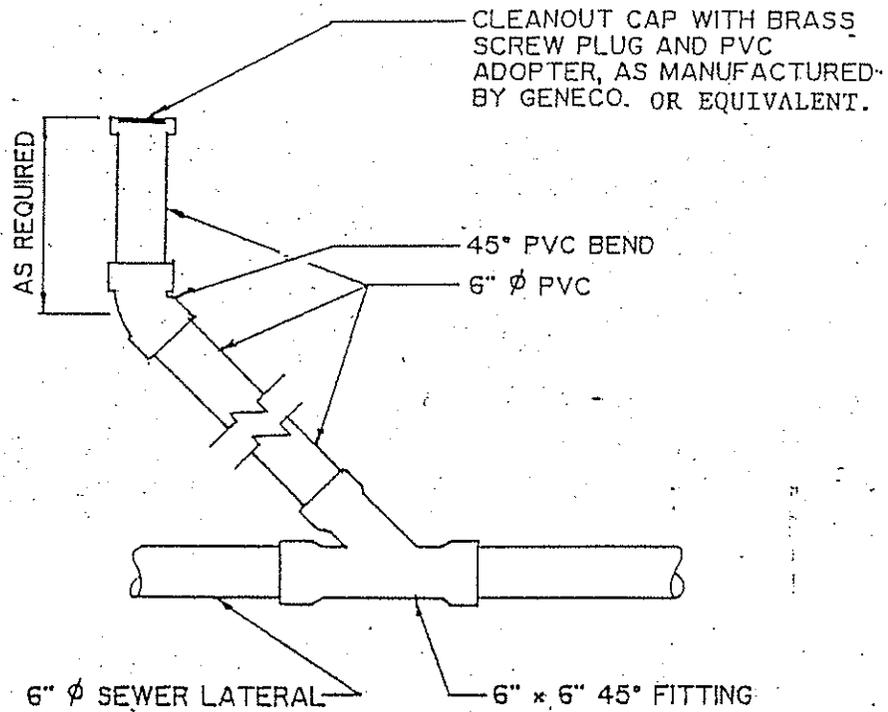
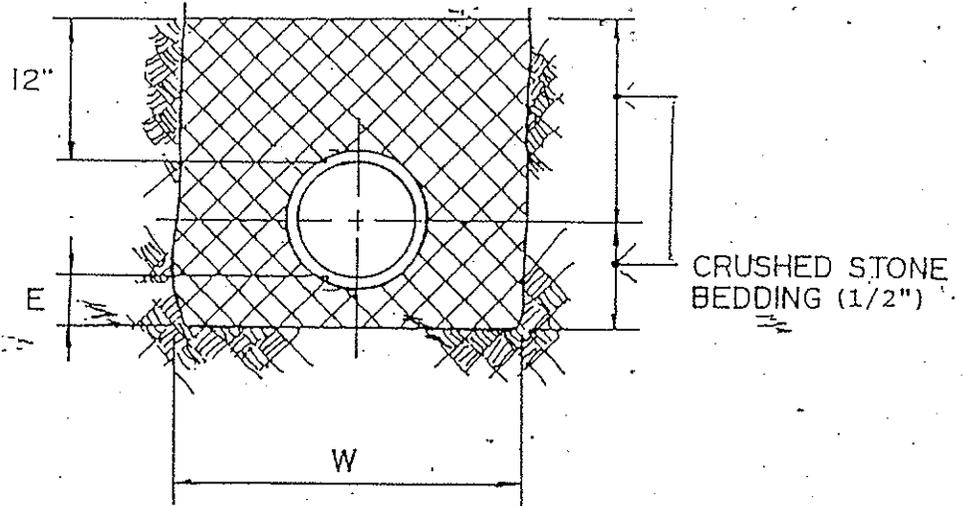


FIGURE NO. 6 - GREASE INTERCEPTOR TANK



CLEANOUT DETAIL

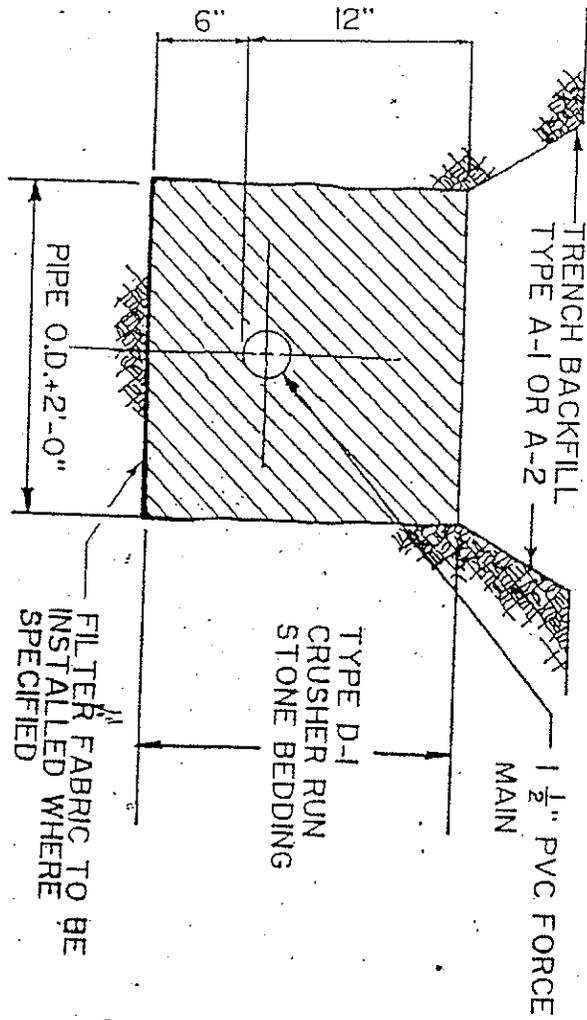
N.T.S.



TRENCH DETAIL

SANITARY WATER & DRAINAGE

INTERNAL DIAMETER OF PIPE	W		E
	MAXIMUM	MINIMUM	
4", 6"	3'-0"	2'-0"	4"



LOW PRESSURE SEWER
TRENCH DETAIL

OFFICE OF THE
FIRST SELECTMAN

Telephone (203) 563-0100
Fax (203) 563-0299

Email to: Selectman@Wiltonct.org



William F. Brennan
First Selectman

Marilyn C. Gould
Second Selectman

Alice L. Ayers

Richard F. Otch

Harold E. Clark

TOWN HALL
238 Danbury Road
Wilton, CT 06897

May 17, 2006

Ms. Robbin Cabelus
Executive Director
State Traffic Commission
2800 Berlin Turnpike
P.O. Box 317546
Newington, Connecticut 06131-7546

Re: STC # 116 - 0508 -01; Georgetown Land Development

Dear Ms. Cabelus:

The purpose of this letter is to express the Town of Wilton's support for the subject project and to provide commentary on the proposed transportation elements of the project as they affect the Town of Wilton.

Proposed Rail Station and Grade Crossing Relocation

Wilton believes that the proposed rail station will be a benefit to both the project and the greater community as it provides severely needed parking for use of commuters using, or wishing to use, the Danbury Branch Line commuter rail service. It also provides a transit option for residents, patrons, or employees associated with the site and will therefore reduce off-site impacts from vehicle trips to and from the site. The Town fully supports the construction and operation of a new train station on the site.

The proposed relocated grade crossing will improve access to the site and isolate and protect the Wilton residents in the Church Street neighborhood. The Town of Wilton is working cooperatively with the Town of Redding and the Georgetown Land Development Company (GLDC) to address any logistics related to snow plowing and other maintenance needs for the Town of Wilton roads as a result of the modification to the town roads in the area of the existing and proposed crossing. The Town fully supports the relocated grade crossing and welcomes the upgraded crossing design and the improved public safety it will provide.

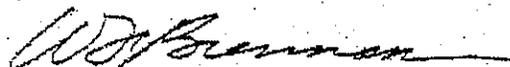
ROADWAY IMPROVEMENTS IN WILTON

The Town of Wilton is aware that the project will generate traffic and will impact roadways within Wilton, specifically Route 7 in the vicinity of Route 107 and North Main Street. GLDC has met with Town representatives and explained the proposed improvements to roadways within Wilton. GLDC has also explained that they are continuing to fine tune improvements in cooperation with the STC. The Town is confident that GLDC and the STC will adequately address the project impacts associated with the proposed development and supports any necessary modifications that will improve intersection operations at North Main and Route 7 and at Route 107 and Route 7.

As you are probably aware, the Town has had ongoing concerns about the operation at the Route 107 and Route 7 intersection and believes that the proposed improvements here will be an improvement over the existing operations and will adequately accommodate the project-related traffic using the intersection. The Town of Wilton also welcomes the traffic signal at the intersection of Route 7 and North Main Street and the proposed modification to the curb lines at the intersection opposite and slightly offset from, North Main Street. Not only does this signal help protect vehicles exiting from North Main Street onto Route 7, but it will likely serve to more evenly distribute the traffic flow to the site from the North and relieve some impacts at the Route 107/Route 7 intersection.

The Town of Wilton is supportive of the proposed project and the transportation elements that will accompany it as they will address the project needs as well as larger needs with the community.

Very truly yours,



William F. Brennan
First Selectman
Town of Wilton

- cc: James Boice, Bureau Chief Policy and Planning, ConnDOT
- Stephen E. Korta III, Commissioner, ConnDOT
- Stephen Soler, Georgetown Land Development Company, LLC
- Natalie Ketcham, First Selectman, Town of Redding.