

WATERBURY/CHESHIRE INTERMUNICIPAL AGREEMENT

Agreement made this, the 13th day of May, 1998, by and between the City of Waterbury, acting herein by and through Philip A Giordano, Mayor of the City of Waterbury, Chase Building, 236 Grand Street, Waterbury, Connecticut 06702, duly authorized, hereinafter referred to as "Waterbury", and the Town of Cheshire, acting herein by and through John L. Salomone, Town Manager of the Town of Cheshire, and through its Water Pollution Control Authority, 84 South Main Street, Cheshire, Connecticut 06410, duly authorized, hereinafter referred to as "Cheshire".

WITNESSETH

WHEREAS, Waterbury has constructed and operates a sewerage system; and

WHEREAS, Cheshire desires to enter into an agreement with Waterbury for the treatment of sewage flows originating in an area indicated on a map entitled "Proposed Rita Avenue Sewer Service Area" which is attached hereto as Exhibit #A and made a part hereof; and

WHEREAS, Waterbury agrees, under the conditions set forth in this Agreement, to receive sanitary sewage from an area of Cheshire indicated on a map entitled "Proposed Rita Avenue Sewer Service Area" into Waterbury's sanitary sewer at the Waterbury/Cheshire Town line and to convey it to the Waterbury Sewage Treatment Plant for treatment.

NOW, THEREFORE, the parties hereto for the consideration hereinafter named, agree as follows:

Article A. Definitions

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

1. MGD: Shall mean millions of gallons per day.
2. Septage: Shall mean the mixed liquid and solid contents pumped from septic tanks and dry wells (cesspools) receiving sewage only.
3. Sewage: Shall mean a combination of the water-carried wastes from residences, business buildings, institutions, and industrial establishments, together with such ground, surface and stormwaters as may be present.
4. Sanitary Sewer: Shall mean a sewer which carries sewage and to which storm, surface, and groundwaters are not intentionally admitted.
5. Sewerage System: Shall mean all facilities for collecting, pumping, treating and disposing of sewage.
6. Sewage Treatment Plant (Abbreviated STP): Shall mean any arrangement of devices and structures used for treating sewage and approved quantities of industrial wastes.
7. Industrial Wastes: Shall mean the liquid wastes from industrial manufacturing processes, trade, or business as distinct from sewage.
8. Biochemical Oxygen Demand (Abbreviated BOD): Shall mean the quantity of oxygen utilized in the biochemical oxidation of organic matter as determined by procedures defined in the latest edition of "Standard Methods for the Examination of Water and

Wastewater” prepared and published jointly by American Public Health Association, American Water Works Association and Water Environment Federation.

9. Suspended Solids (Abbreviated SS): Shall mean solids that either float on the surface of, or are in suspension in water, or sewage, or other liquids, as determined by procedures defined in the latest edition of “Standard Methods for the Examination of Water and Wastewater” prepared and published jointly by American Public Health Association, American Water Works Association and Water Environment Federation.
10. Combined Sewer: Shall mean a sewer receiving both surface runoff and sewage.
11. Average Daily Flow: Shall mean the total annual flow as computed utilizing customary and acceptable engineering practices or measured at a metering station, divided by the number of days in the year.
12. Peak Hourly Flow Rate: Shall mean the maximum rate of sewage flow occurring over any one hour duration, expressed in million gallons per day. Such rate having been established by accepted engineering guidelines.
13. Operating and Maintenance Costs: Shall mean the costs for operation and maintenance of any sewer facility, including but not limited to, direct costs of labor, materials, chemicals, power, fuel, equipment replacement, administration, and other expenses directly attributable to proper operation and maintenance as described in Waterbury’s most current operating budget.
14. Capital Cost: Shall mean the net local cost after Federal and State Aid of constructing any facilities, or any modification to an existing facility. Capital costs shall include but not necessarily be limited to, administrative and construction costs, engineering and legal fees, interest charges, costs of acquiring land and easements, and legal and surveying

costs associated with acquiring land easements. Said costs shall be reduced by any discounts, rebates, or any judgments or settlements received for claims by Waterbury related to said Capital expenditures.

15. Waterbury Sewer Use Regulation: Shall mean the most current set of regulations duly passed by Waterbury that limits or prohibits the discharge of specified wastes and waters for the purpose of 1) protecting the health, welfare and safety of operation and maintenance personnel for the sewerage system: 2) protecting equipment, structures, and other facilities against excessive wear, corrosion, and premature breakage: 3) not interfering with treatment processes: and 4) achieving compliance with discharge requirements set by State and/or Federal agencies having jurisdiction.
16. Infiltration: Shall mean water other than sewage that enters a sewer services system (including sewer service connections and foundation drains) from the ground through such means as defective pipes, pipe joints, connections, or manholes. Infiltration does not include, and is distinguished from inflow.
17. Inflow: Shall mean water other than sewage that enters into a sewerage system (including sewer service connections) from sources such as, but not limited to, roof leaders, cellar drains, yard drains, area drains, drains from springs and swampy areas, manhole covers, cross connections between storm sewers and sanitary sewers, catch basins, cooling towers, storm waters, surface runoff, street wash waters, or drainage. Inflow does not include, and is distinguished from infiltration.
18. Project CWF-201: Shall mean the project involving the planning, design and construction of the upgrade of Waterbury's Water Pollution Control Facility.
19. Regulation/Ordinance: The terms regulation and ordinance may be used interchangeably but as used herein shall have the same meaning.

Article B. Sewage Characteristics:

1. Cheshire will not connect any combined sewer into Waterbury's sewerage system and will not discharge into the sewerage system of Waterbury any drainage, sewer substances or sewage containing such characteristics and/or volume determined to be excessive by the State of Connecticut Department of Environmental Protection and/or Waterbury, or sewage which is not amenable to treatment or reduction by the sewage treatment processes employed, or, which is amenable to treatment only to such a degree that the Sewage Treatment Plant cannot meet the effluent discharge requirements of a State and/or Federal agency having jurisdiction over the discharge of sewage. This provision shall specifically prohibit the connection of roof leaders and sump pumps.
2. Cheshire shall maintain in place and may amend from time to time with prior notification to Waterbury its Sewer Use Regulations (SUR) adopted February 8, 1983 in accordance with the Connecticut Department of Environmental Protection requirements and shall reasonably enforce all applicable provisions of said regulations. Cheshire shall notify Waterbury of any changes to its Sewer Use Regulations.
3. The reserve flow capacity requested by Cheshire is 23,000 gallons per day (GPD). This capacity has been incorporated into Project CWF-201. It is projected that the initial average daily flow from Cheshire into Waterbury's sewerage system will not exceed 7,500 (GPD) and the peak hourly flow rate will not exceed 3.8 times the 7,500 GPD flow rate. The average daily flow rate of 7,500 GPD and peak hourly flow rate of 3.8 times the 7,500 GPD flow rate shall not be exceeded without prior written notice to Waterbury. Should Cheshire seek to increase its flow above its reserve flow capacity of 23,000 GPD, such increase shall not take place without prior written and duly authorized amendment of this Agreement. Waterbury shall be under no obligation to agree to such amendment. Waterbury reserves the right to reject, in its sole discretion, any request by Cheshire to discharge in excess of said 23,000 GPD average daily flows.

4. Cheshire shall not discharge sewage flows which create excessive surcharging or overflows from the Waterbury sewerage system. Waterbury agrees to maintain its sewerage system in such a fashion as to accept from Cheshire and convey to its sewage treatment plant such flows as provided in this Agreement.
5. Cheshire shall not allow discharge into any part of the Cheshire sewerage system that ultimately discharges to the Waterbury sewerage system if said discharge is in violation of Waterbury's Sewer Use Regulations, including, but not limited to, Section 51.65 through Section 51.78 (Use of Public Sewers).
6. Cheshire may discharge to the Waterbury sewerage system only wastes which originate within the Cheshire Town boundaries.
7. Cheshire shall contract with an independent laboratory acceptable to Waterbury, to take semi-annual samples of the sewage being discharged into Waterbury's system and to perform BOD, suspended solids, nitrogen, PH and alkalinity testing on said samples. Cheshire shall pay all costs associated with said sampling and testing. The results of such tests shall be promptly reported to Waterbury. Should such tests indicate that sewage originating in Cheshire exceeds the maximum values for these parameters established in Waterbury's regulations, then Cheshire shall promptly take the necessary steps to bring its discharge into compliance.

Article C. Collection of Sewage

1. Waterbury will allow Cheshire to construct, in accordance with this Agreement and at Cheshire's sole expense, a sewer connection at the Waterbury Town line on East Main Street which discharges Cheshire's sewage into Waterbury's sewerage system. Cheshire shall notify Waterbury twenty-four (24) hours in advance of when it begins construction of the actual connection to Waterbury's sewerage system and allow

Waterbury to inspect said connection which shall be made in full accordance with specifications approved by Waterbury and with good practice within the construction industry.

Immediately following completion of the actual connection to Waterbury's sewerage system, Cheshire shall also construct a manhole at a location acceptable to Waterbury outside the traveled portion of East Main Street, (Waterbury Road) and immediately upstream of the connection point to provide for access and inspection and to serve as a location for a metering device if required at a future date.

2. All facilities, including sewers and pumping stations constructed by Cheshire, in Cheshire, will be constructed, operated and maintained in accordance with current Federal and State engineering guidelines and professional engineering practices and with applicable sewer use regulations in effect for Cheshire pursuant to paragraph 2 of Article B of this agreement. Waterbury shall be afforded access at any time to any sewer, manhole or appurtenance of the sewerage system that discharges to Waterbury for the purpose of inspection and permit enforcement.

3. Cheshire shall not allow any property to be connected to the sanitary sewer that ultimately discharges into the Waterbury's sewerage system unless that property is connected to the public water supply (Regional Water Authority) with metered consumption. For the purpose of establishing total flow from Cheshire, sewage flow shall equal the total metered water consumption for the connected properties for the four (4) quarters previous to the sewer user charge billing date. If it is determined by testing with a temporary flow meter that total sewage flow is not in agreement with these computed flow figures or with estimates determined by acceptable engineering methods, Cheshire shall within (90) ninety days undertake appropriate repairs or modifications to its sewerage system to correct the problem. Testing shall be at Cheshire's sole expense. Should Cheshire fail to make such repairs or should the flows from Cheshire exceed computed values on a frequent, consistent and significant basis as determined by

Waterbury when metered with a temporary meter, Waterbury shall have the option, after giving Cheshire thirty days written notice, of its intent to exercise its option, to require Cheshire, at Cheshire's sole expense, to install a permanent flow meter. Should Waterbury elect to exercise this option, Cheshire shall have 180 days to complete the installation of said flow meter. If required by Waterbury, Cheshire shall install and maintain said flow meter in a manhole constructed in the immediate vicinity of the interconnection between Cheshire and Waterbury. Waterbury shall be provided with plans for such flow meter to review prior to Cheshire initiating construction. Cheshire shall provide to Waterbury a quarterly accounting of all connections to the sewerage system.

Article D. Treatment of Sewage

1. Waterbury agrees to operate and maintain a sewage treatment plant to provide treatment of sewage in compliance with applicable State and Federal effluent discharge requirements. Waterbury agrees to receive and treat sewage as characterized in Article B from Cheshire in the quantities described in Article B. Cheshire is entitled to a maximum loading at the STP equal to fifty-seven (57) pounds per day BOD and fifty-seven (57) pounds per day total suspended solids (TSS) and ten (10) pounds per day total nitrogen, in accordance with Waterbury's Sewer Use Regulations. The maximum total BOD loading, maximum TSS loading, and maximum total nitrogen loading that Cheshire is allowed shall be adjusted to reflect any modification of BOD loading limits, TSS limits, or nitrogen limits established in Waterbury's National Pollution Discharge Elimination System Permit. The maximum BOD loading allowed Cheshire shall be calculated by multiplying fifty-seven (57) pounds per day times the ratio of Waterbury's revised BOD limit to Waterbury's present BOD limit. The maximum TSS loading allowed Cheshire shall be calculated by multiplying fifty-seven (57) pounds per day by the ratio of Waterbury's revised TSS limit to Waterbury's present TSS limit. The maximum nitrogen

loading allowed Cheshire shall be calculated by multiplying ten_(10) pounds per day by the ratio of Waterbury's revised nitrogen limit to Waterbury's present nitrogen limit.

Article E. Allocation and Payment of Capital Costs RE: Sewage Treatment Plant

1. Expanded Plant

Cheshire agrees to pay Waterbury a share of the total capital costs, plus accrued interest at the applicable bond rates, or Clean Water Fund Loan Rate for the Waterbury STP constructed under Clean Water Fund Agreements between Waterbury and State of Connecticut (CWF 201) in proportion to the ratio of the average daily Cheshire flow of .023 MGD to the STP average flow of 27 MGD. In the future, should Cheshire and Waterbury agree to either decrease or increase Cheshire's 23,000 GPD reserve flow capacity, the parties may only do so through a written duly authorized amendment to this Agreement. If such adjustment to reserve flow capacity warrants an adjustment to the amount of Cheshire's share of total capital costs, plus accrued interest for Project CWF-201, such adjustment shall be included in this amendment.

Cheshire's share of the STP capital costs shall be calculated by multiplying its ratio of .023 MGD to 27 MGD times the net local STP capital costs, as defined in Article A.14. Payments of capital costs may be made by Cheshire to Waterbury as an annual debt service payment for the interest and principal due in accordance with Waterbury's payment schedule or as a one-time payment:

- (a) This total capital cost share may be paid to Waterbury within ninety (90) days of notification by Waterbury of Cheshire's share of capital costs as computed based on final audited costs providing Waterbury has submitted to Cheshire a copy of the supporting computations and certified final costs with said notification.

(b) If a one- time payment is not elected by Cheshire, then Cheshire shall make payment to Waterbury as annual debt service payment for the principal and interest due in accordance with Waterbury's payment schedule for the remaining bond life. Payments shall be due upon receipt of invoice. If payments are not made within one month of such due date, the payment shall be deemed delinquent and subject to an interest penalty of 1 1/2% per month from the due date. The interest penalty is subject to change to conform with current public acts, general statutes and Waterbury ordinances. Cheshire reserves the right to repay the balance at any time during the remaining bond life with no penalty.

2. Sewage Treatment Plant- Future Plant

- a. Cheshire and Waterbury mutually recognize that the Sewage Treatment Plant shall require improvements, modifications, and/or enlargement in the future. In the event that Waterbury is (1) required by any State or Federal agency to a higher degree of treatment, (including plant enlargement solely for the purpose of providing such higher degree of treatment) or (2) is required to provide improvements or modification, including final sludge disposal, or (3) if replacement or enhancement of non-functioning or obsolete facilities is necessitated, the capital costs of any such work shall be apportioned between Waterbury, Cheshire and all other municipalities using Waterbury's STP in the ratio of the respective percentage of design capacity allocated to Waterbury, Cheshire and all other municipalities using Waterbury's STP, based on permitted average daily flow. In the event that Waterbury enlarges its STP for reasons other than providing a higher degree of treatment and Cheshire's design reserve capacity increases, Cheshire agrees to share in the capital costs of such work in proportion to the increase in Cheshire's reserve capacity compared to the increase in capacity of the STP.
- b. In the event that Cheshire seeks average daily flow rates above that defined in Paragraph 3 of Article B, Waterbury reserves the right to limit the flow from Cheshire if Waterbury is not able to accommodate greater flows or otherwise meet applicable discharge

standards. Should Cheshire seek to increase its flow above its reserve flow capacity of 23,000 GPD, the reallocation of capital costs shall be computed in accordance with the revised flow rates. Waterbury would receive from Cheshire the difference between the original and revised capital costs plus accrued interest computed at Waterbury's bond rate from the date of the original payment for the project.

- c. Payments of capital costs may be made by Cheshire to Waterbury as an annual debt service payment for the interest and principal due in accordance with Waterbury's payment schedule or as a one-time payment:

- (1) This total capital cost share may be paid to Waterbury within ninety (90) days of notification by Waterbury of Cheshire's share of capital costs as computed based on final audited costs providing Waterbury has submitted to Cheshire a copy of the supporting computations and certified final costs with said notification.

- (2) If a one- time payment is not elected by Cheshire, then Cheshire shall make payment to Waterbury as annual debt service payment for the principal and interest due in accordance with Waterbury's payment schedule for the remaining bond life. Payments shall be due upon receipt of invoice. If payments are not made within one month of such due date, the payment shall be deemed delinquent and subject to an interest penalty of 1 1/2% per month from the due date. The interest penalty is subject to change to conform with current public acts, general statutes and Waterbury ordinances. Cheshire reserves the right to repay the balance at any time during the remaining bond life with no penalty.

3. Collection Systems

- a. For new and replacement sewers constructed by Waterbury which carry wastes both from Cheshire and Waterbury, capital costs will be apportioned in

accordance with the ratio of peak hourly flows of each town, except as provided in subparagraph 3.b hereof:

b. Exceptions to subparagraph 3.a:

1) For any sewer in Waterbury which carries Cheshire sewage and which becomes overloaded solely due to additional flow of any type originating in Cheshire, then Cheshire shall assume the total costs of installing the new sewer and/or appurtenances.

2) For any sewer in Waterbury which carries Cheshire sewage and which becomes overloaded due to additional flow originating in Waterbury, then Waterbury shall assume the total costs of installing the new sewer and/or appurtenances.

3) In either case, if the sewer is defective and in need of replacement, the cost for the new sewer shall be apportioned in accordance with the ratio of peak hourly flows of each town for that sewer.

c. Payments of capital costs may be made by Cheshire to Waterbury as an annual debt service payment for the interest and principal due in accordance with Waterbury's payment schedule or as a one-time payment:

(1) This total capital cost share may be paid to Waterbury within ninety (90) days of notification by Waterbury of Cheshire's share of capital costs as computed based on final audited costs providing Waterbury has submitted to Cheshire a copy of the supporting computations and certified final costs with said notification.

(2) If a one-time payment is not elected by Cheshire, then Cheshire shall make payment to Waterbury as annual debt service payment for the principal and

interest due in accordance with Waterbury's payment schedule for the remaining bond life. Payments shall be due upon receipt of invoice. If payments are not made within one month of such due date, the payment shall be deemed delinquent and subject to an interest penalty of 1 1/2% per month from the due date. The interest penalty is subject to change to conform with current public acts, general statutes and Waterbury ordinances. Cheshire reserves the right to repay the balance at any time during the remaining bond life with no penalty.

- d. All sewerage system improvements or additions shall be done in accordance with all applicable Department of Environmental Protection regulations.

4. Connection Charges

Cheshire shall pay to Waterbury a connection charge for each new connection to the Cheshire sewerage system that discharges into the Waterbury sewerage system according to the following schedule:

- a. Residential: Five hundred and twenty-five dollars (\$525.00) per dwelling unit. A dwelling unit is defined as one (1) or more rooms providing complete living, sleeping and eating facilities for one family.
- b. Commercial/Industrial: Twenty-five cents (\$0.25) per square foot of building area.

Payment of such connection charges shall be made by Cheshire together with its next regularly scheduled sewer use charge payment and shall be based on connections made since the previous use charge payment and reported by Cheshire in accordance with Paragraph 3 Article C.

Article F. Allocation of Operation and Maintenance Costs

1. Cheshire shall collect user charges from its users. Except as otherwise provided in Article G, Cheshire agrees to pay user charges to Waterbury in accordance with Waterbury's User Charges Schedule which is utilized to invoice its users within the geographical limits of Waterbury. A notice of proposed user rate changes shall be given to Cheshire prior to public hearings. The form of such notice shall be the same as Waterbury is required to provide to its residents and rate payers in accordance with applicable rules and regulations. Such notice shall be provided to Cheshire within the same time frame as Waterbury is required to provide notice to its residents and rate payers.
2. Cheshire shall have the same rights of appeal from any provision of the user charge as provided any other user under the General Statutes of the State of Connecticut.
3. If required in the future, pursuant to Article C, Paragraph 3 of this Agreement, Cheshire shall assume full responsibility for costs of maintaining and operating said metering system which serves to meter the Cheshire sewage flows. Cheshire shall have the right of inspection of all joint facilities at reasonable times.

Article G. Sewer Use Payment Schedule

Cheshire shall be billed once a year. Payments shall be due upon receipt of invoice. If payment is not made within one month of such due date, the payment shall be deemed delinquent and subject to an interest penalty of 1 1/2% per month from the due date. The interest penalty is subject to change to conform with current public acts, general statutes and Waterbury ordinances.

Article H. Amendments to the Agreement

This agreement may be amended at any time by the written consent of both parties, duly authorized by the municipal authority having legal jurisdiction over such matters.

Article I. Disputes

The parties hereto agree that any dispute arising between Waterbury and Cheshire as to this Agreement shall be first mediated in a manner acceptable to both parties. However, both parties retain the right to proceed to judicial action at any time when either party determines mediation to be unsatisfactory in reaching a resolution to the dispute. Unless the charge or the amount of the charge is an obvious error or mistake, or is otherwise clearly excessive, all monies which are or become due Waterbury during disputes shall be paid by Cheshire, on time, in accordance with this Agreement on the condition that all disputed amounts and interest calculated as defined in Article G, on said amount shall be refunded by Waterbury or credited, if applicable upon resolution of said dispute.

Article J. Audit

1. Waterbury agrees to keep books and records of all expenditures and disbursements concerning any facility covered by this Agreement in accordance with good accounting practices and shall also render to Cheshire, at least annually, a certified financial statement setting forth a summary of such receipts and disbursements.
2. Waterbury also agrees that all of its books, records, accounts, statements and any other memoranda concerning the construction, maintenance and operation of any facility covered by this Agreement and the records of costs thereof, necessary for Cheshire to conduct a proper audit shall be subject to inspection and audit by Cheshire at all reasonable times having given 10 days written notice.

Article K. Infiltration and Inflow Reduction

For sanitary sewers in Cheshire, Cheshire hereby agrees to conduct an Infiltration/Inflow Program to minimize infiltration and inflow into the Cheshire sanitary sewerage system, when it has been determined that Cheshire's flow exceeds those defined in Article B, and to implement recommendations arising out of such study in a timely manner and to furnish Waterbury with a report of both its findings and actions. Cheshire further agrees to pay the cost of analyses and studies of its own sewerage system.

Article L. Notices

Any official notice from one such party to the other such party, in order for such notice to be binding thereon, shall be in writing and sent via certified mail, return receipt requested to:

City of Waterbury
Office of the Mayor
Chase Building
236 Grand Street
Waterbury, Connecticut 06702

City of Waterbury
Corporation Counsel
Chase Building
236 Grand Street
Waterbury, Connecticut 06702

Superintendent
Bureau of Waste Disposal
199 Municipal Road
Waterbury, Connecticut 06708

Town of Cheshire
Town Manager's Office
84 South Main Street
Cheshire, Connecticut 06410

Town of Cheshire
Director of Public Works
84 South Main Street
Cheshire, Connecticut 06410

Article M. Severability

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

Article N. Choice of Law

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

Article O. Assignment

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

Notwithstanding the foregoing, Waterbury may (1) engage a third party operator, (2) enter into a lease with a third party, and/or (3) grant concession rights to a third party, with respect to all or any portion of Waterbury's Sewerage System, including, without limitation, Waterbury's Sewage Treatment Plant, without Cheshire's consent and without amendment to this Agreement so long as

Waterbury makes a good faith determination that such third party is capable of fulfilling Waterbury's obligations hereunder. Waterbury may delegate to such third party Waterbury's duties hereunder capable of being performed by such third party, provided such third party executes and delivers documentation reasonably satisfactory to Cheshire to evidence assumption of such duties. However, in no event shall Waterbury be relieved of responsibility for the performance of Waterbury's duties and obligations of this Agreement.

Article P. Term of Agreement

The term of this Agreement shall begin on the effective date and shall continue in full force and effect so long as any Bond or Bonds or the interest or principal on any loans remain outstanding but, in no case, shall it be less than twenty (20) years.

At the end of the initial twenty (20) year term, this Agreement may be extended by Amendment in five (5) year increments by mutual agreement of the parties. Each party shall notify the other party within five years of the initial term of this Agreement and within two years of any subsequent term of its intent to terminate or extend the Agreement.

Nothing in this provision shall prevent or restrict either party from proposing an Amendment or Amendments to this Agreement in accordance with Article H and the other party shall not unreasonably refuse to negotiate regarding such proposal. Further, both parties agree to meet at the end of year ten (10) of this Agreement to discuss the need to amend this Agreement.

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

WITNESSES:

By: Laina Di Bona

Printed Name: Laina Di Bona

Date: 5-13-98

By: Mary Eterginio

Printed Name: MARY Eterginio

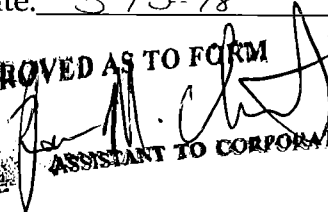
Date: 5-13-98

CITY OF WATERBURY

By: 

Printed Name: Philip A. Giordano,
Mayor

Date: 5-13-98

APPROVED AS TO FORM

ASSISTANT TO CORPORATION COUNSEL

WITNESSES:

By: Arnett T. Talbot

Printed Name: ARNETT T. TALBOT

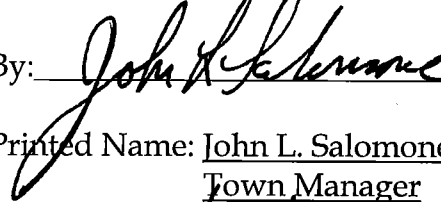
Date: 5-1-98

By: Thomas F. Crowe Jr.

Printed Name: Thomas F. Crowe Jr.

Date: 5/1/98

TOWN OF CHESHIRE

By: 

Printed Name: John L. Salomone,
Town Manager

Date: 5/1/98

WITNESSES:

By: Thomas F. Crowe Jr.

Printed Name: Thomas F. Crowe Jr.

Date: 5/5/98

By: Louise A. White

Printed Name: LOUISE A. WHITE

Date: May 5, 1998

TOWN OF CHESHIRE

Water Pollution Control Authority

By: 

Printed Name: Kenneth E. Neumann,
Chairman

Date: May 5, 1998

TOWN OF CHESHIRE

CAROLYN Z. SOLTIS, CMC
OFFICE OF THE TOWN CLERK
84 South Main Street • Cheshire, Connecticut 06410
203-271-6601



April 21, 1998

To Whom It May Concern:

I hereby certify that, at its March 25, 1998 meeting, the Cheshire Water Pollution Control Authority passed the following resolution which is included in the minutes of said meeting and which minutes are on file in the office of the Cheshire Town Clerk:

"Dr. Repak moved that the Water Pollution Control Authority approve the Waterbury/Cheshire Intermunicipal Agreement for the treatment of sewage flows in the Rita Avenue sewer service area, and authorize the Chairman and the Town Manager to sign it on behalf of the Town. The motion was seconded by Mr. Pelton and carried unanimously."



Carolyn Z. Soltis, CMC
Cheshire Town Clerk





OFFICE OF THE CITY CLERK
MEMORANDUM

DATE: April 20, 1998

FROM: Board of Aldermen

TO: Lynn M. McHale, Project Administrator
Water Pollution Control Facility Upgrade Project

SUBJECT: **Waterbury/Cheshire Intermunicipal Agreement**

At the regular meeting of the Board of Aldermen held on Monday, April 20, 1998, it was voted unanimously to approve the request for approval of the Waterbury/Cheshire Intermunicipal Agreement for the treatment of sewage flows originating in an area indicated as "Proposed Rita Avenue Sewer Service Area".

The aforementioned was approved by the Board of Public Works on Tuesday, April 14, 1998 and the Board of Finance on Thursday, April 16, 1998.

ATTEST: Susan G. Pronovost
Susan G. Pronovost
Acting Assistant City Clerk

SGP/amb

cc: *Corporation Counsel*