

AGREEMENT BETWEEN THE TOWN OF WATERTOWN
AND THE WATERTOWN FIRE DISTRICT, FOR
SEWAGE COLLECTION AND TREATMENT

THIS AGREEMENT, between the Town of Watertown acting herein by Paul F. Smith, its Town Manager, duly authorized, hereinafter referred to as the "TOWN" and the Watertown Fire District acting herein by Patrick R. Mazzamaro, Chairman, duly authorized, hereinafter referred to as the "DISTRICT".

WITNESSETH:

WHEREAS, the District for and in behalf of the residents of the District is desirous of connecting with the Town's proposed lower Steele Brook interceptor sewer and having the Town handle, accept, and convey its sewage to the City of Waterbury for treatment and the Town is willing to accept the same on the conditions hereinafter specified.

NOW, THEREFORE, the Parties hereto intending to be legally bound hereby, agree as follows:

1. The Town agrees to handle, accept, and convey the sewage of the District from a meter chamber to be located near the District's Water Pollution Control Plant on Steele Brook to the City of Waterbury for treatment. The said meter chamber shall be located and constructed as substantially shown on the plan of lower Steele Brook Interceptor on file with the Town and the District.
2. The District agrees to bear any and all expenses to construct the proposed meter chamber and appurtenances that may not be recoverable through the State or Federal Funding process. The District also agrees to pay the Town an agreed rate per million gallons for accepting, handling, and disposing of its sewage as hereinafter set forth.
3. The said meter chamber shall be installed by the Town at no cost to the Town and shall remain the property of the Town and under its operation, maintenance and control at all times.
4. It is agreed that the District shall pay the Town for all sewage it discharges into the sewerage collection system of the Town, as follows:
 - a. The cost per million gallons shall be the amount charged the Town by the City of Waterbury for sewage treatment plus a reasonable amount for operation and maintenance of that portion of the Interceptor used to convey the District's sewage.
 - b. The cost of operation and maintenance of the Town's collection facilities shall be subject to review once a year and the cost of the District's sewage discharge rate per million gallons shall be revised accordingly.
5. The Town agrees to convey, handle and accept from the District a maximum flow limitation of 1.2 million gallons per day which shall come from areas presently contiguous to the existing Watertown Fire District boundary that naturally drains by gravity to the existing Watertown Fire District sewerage system as of the date of this agreement.
6. The Town and/or the District shall consider any request to connect any area of the Town that drains across the District's line that may be sewered through the District's sewer collection system or those areas of the District that may be sewered through the Town's new Lower Steele Brook and Hamilton Area Interceptor and lateral sewers. The proposed connections subject to approval by the Department of Environmental Protection (D.E.P.) and require

a separate agreement between the Town and the District.

7. The Town shall bill the District quarterly for all sewer charges, taking into account at said billing date all credit due the District for any connection that the Town may have made with the District's sewer, thereby allowing offsetting credits by each entity for services connected to each sewerage system.

8. It is also agreed that the Town may discontinue the handling, accepting and conveying of the sewage from the District, if wastes or substances that are in violation of the sewerage ordinance of the City of Waterbury are present in the sewage accepted from the District, but such sewage shall be accepted again when such violations shall have been corrected.

9. It is understood and agreed that the District shall indemnify and save harmless the Town from all damages that might be caused or attributed to the discontinuance of the handling, and conveying of the sewage from the District as a result of the violation of the rules and regulations and ordinances hereinbefore referred to.

IN WITNESS WHEREOF, the parties hereto have hereunto caused their names and seals to be affixed by the hands of their duly authorized representatives this 18th day of November 1976.

Signed and Sealed in the presence of:

[Signature]
Elizabeth H. Kelly

Ronald E. Fazio
Harry L. [Signature]

TOWN OF WATERTOWN

by [Signature]
Paul F. Smith, Town Manager

WATERTOWN FIRE DISTRICT

by [Signature]
Patrick R. Mazzaro
Chairman