

INTERMUNICIPAL AGREEMENT
FOR
DISPOSAL OF SEPTAGE WASTE

This INTERMUNICIPAL AGREEMENT is made this 6th day of November , 1984 by and among the City of Danbury, Connecticut, hereinafter referred to as "Danbury", and acting herein by its Mayor, James E. Dyer, hereunto duly authorized, and the Town of Bridgewater, the Town of Brookfield, the Town of New Fairfield, the Town of Newtown, and the Town of Redding, acting herein by their First Selectmen, each duly authorized (said towns hereafter referred to singly as "Town" and collectively as "Towns").

1. RECITALS

1.1 Section 22a-220 of Chapter 446d of the Connecticut General Statutes, Revision of 1958, as amended, requires that each municipality in the State of Connecticut make provision for the safe and sanitary disposal of septic tank pumpings, also referred to herein as "septage", which are generated from within its boundaries. Said statute permits a municipality to comply with its septage disposal requirements by making arrangements for disposal of this waste in another municipality.

1.2 The Towns do not have a septage disposal facility within their boundaries to provide for the safe and sanitary disposal of these wastes.

1.3 The Towns have determined that it would be in the best interests of their residents to dispose of their septage waste at a properly permitted facility in Danbury, rather than develop and operate their own facility.

1.4 Danbury owns and operates a septage disposal facility/water pollution control facility, hereinafter referred to as the "facility" which, when renovated, will have sufficient capacity and adequate treatment characteristics to accept the septage waste generated within the boundaries of the Towns.

NOTE:
BETHEL WAS NOT ONE
OF THE ORIGINAL
SIGNERS, HAVING ITS
OWN SEPTAGE
DISPOSAL IN 1984.

BETHEL'S
SEPTAGE WAS
ACCEPTED AFTER
8/31/1989

2. TERMS

2.1 Upon completion of the renovations to the facility, and subject to the provisions hereof, Danbury shall accept all septage delivered to it for treatment at its facility from the Towns, provided that only septage actually originating from septic tanks located in the Towns will be accepted under this agreement.

2.2 Danbury shall not accept from the Towns any septage which does not comply with the rules, regulations or ordinances of Danbury relating to the disposal of sewage or septage, including specifically, but not limited to, § 16-10 of the Code of Ordinances of the City of Danbury as the same may from time to time be amended, or to any applicable regulations, orders or permits of the Danbury Health Department, the Connecticut Department of Health Services, the Connecticut Department of Environmental Protection, or the United States Environmental Protection Agency. In particular, Danbury shall not accept any septage contaminated with commercial or industrial chemical wastes, toxic wastes, pesticides, or hazardous wastes, as defined by local ordinance, and State and Federal laws and regulations, unless expressly approved in advance by the authorized officials of the appropriate local, State and Federal agencies.

2.3 Prior to the discharge of any septage under the terms of this agreement, the Towns shall establish and Danbury shall approve a procedure for licensing septage haulers authorized to discharge septage at the facility operated by Danbury. Said licensing procedure shall require the licensee to permit spot sampling and inspection of truck tank contents by employees or agents of Danbury in order to determine compliance with paragraph 2.2 above. As part of its licensing procedure, each town shall issue a label or sticker which shall be displayed by each hauler licensed by such town. The label or sticker shall include the name of the licensing town, the name of the licensee, the date of expiration of the license, and the current State of Connecticut motor vehicle registration number of the licensee's vehicle.

Any hauler not displaying such a label or sticker shall not be permitted to discharge septage at the facility.

2.4 The Town from which any discharge prohibited by Section 2.2 supra is delivered to the Danbury Treatment Plant by a hauler licensed by that Town pursuant to this agreement shall hold harmless and indemnify Danbury from any and all claims, damages, losses, expenses, or enforcement actions, including reasonable attorney's fees, which may arise from said discharge.

2.5 Each Town shall pay Danbury a fee for the disposal of septage pursuant to this agreement. The fee shall include the actual cost to Danbury to dispose of septage at its facility plus an administrative charge. The fees and charges for septage treatment and administration shall be based on budgeted costs of sewage treatment and administration for the then current fiscal year (July 1 through June 30). The fees and charges shall be determined based on the formula set forth in Schedule A.

2.6 This agreement shall terminate on June 30, 2005 A. D., or twenty (20) years after the first month in which the Towns actually use the Danbury facility for septage treatment, whichever is later in time. The parties hereto profess to reserve the right to agree to extend this agreement upon mutual consent.

2.7 This agreement shall become effective upon approval by the Common Council of Danbury and execution by its Mayor, and approval by the Legislative Council/Town Meeting of the Towns (whichever is necessary) and execution by their First Selectmen.

2.8 If any portion of this agreement is adjudicated to be invalid, illegal or contrary to public policy, such adjudication shall not affect any of the other provisions of this agreement, which such provisions shall remain in full force and effect, unless the provisions so adjudicated are so essential to the agreement that continued performance of the agreement is rendered impossible in their absence.

2.9 The capital costs of improvements and renovations to the facility are currently estimated to be Five Hundred, Twenty Thousand Dollars (\$520,000) based on the Albertson Sharp Ewing, Inc. Report of September, 1983 entitled "Regional Septage Disposal Study - Phase II", as amended by its letter dated March 21, 1984 to Mr. Jack Rosenthal, First Selectman of Newtown. Each Town shall, upon execution of this agreement, pay to Danbury its proportionate share of the estimated cost of design, currently fixed at Forty Thousand Dollars (\$40,000), in accordance with the following percentages:

New Fairfield	21.4%
Bridgewater	3.0
Brookfield	23.8
Newtown	38.5
Redding	13.3

If New Fairfield is not a party to this agreement, then the following percentages shall apply:

Bridgewater	3.82%
Brookfield	30.28
Newtown	48.98
Redding	16.92

If design costs exceed the current estimated costs thereof, each Town shall be liable for and shall prior to execution of the design contract pay to Danbury its proportionate share of the difference in said costs in accordance with the percentages established in this section.

Danbury shall thereupon seek United States Environmental Protection Agency prior approval of funds for design and construction of the facility. Danbury shall design said facility and upon receipt of EPA approval each Town shall pay to Danbury its proportionate share of the balance of the estimated cost of the project currently fixed at Four Hundred, Eighty Thousand Dollars (\$480,000) in accordance with the percentages established in this section.

If, upon completion of the bidding process, the then estimated capital cost of renovations to the facility exceeds Five Hundred, Twenty Thousand Dollars (\$520,000), the current estimated cost of renovations, by no more than

five percent (5%) each Town shall be liable for and shall prior to the commencement of construction pay to Danbury its proportionate share of the difference in said costs in accordance with the percentages established in this section.

If, upon completion of the bidding process, the then estimated capital cost of renovations to the facility exceeds Five Hundred, Twenty Thousand Dollars (\$520,000), the current estimated cost of renovations, by more than five percent (5%) Danbury shall not execute the construction contract unless each Town authorizes the increased expenditure.

If said increased expenditure is authorized by the Towns, the Towns shall prior to the commencement of construction pay to Danbury their proportionate shares of the difference in said costs in accordance with the percentages established in this section.

If said increase is not authorized by the Towns within sixty (60) days, Danbury shall reject all bids and shall, after payment of all costs incurred prior to the expiration of said 60-day period, return to the Towns all remaining funds in accordance with the percentages listed herein. This agreement shall thereupon terminate and be of no further force or effect.

If during construction of the facility Danbury receives one or more change orders or invoices requesting increases in connection with engineering, consulting or related services or in connection with the construction contract price which, if approved, would exceed the amount appropriated by the Towns for construction, Danbury shall not approve said change order or orders, or invoices unless and until the Towns appropriate the additional funds necessary to complete the project. The Towns shall bear all costs incurred as a result of any delay involved in seeking additional appropriations from the Towns. If, within sixty (60) days, the Towns fail to approve the additional appropriation required to complete the project the Towns shall be liable for all costs incurred by Danbury in demolishing the facility and for all costs incurred

by Danbury in restoring the property involved to its original condition. Danbury reserves the right to complete the facility at its own cost and expense or to take such other action regarding completion or termination of the project as may be agreed to by the parties. The Towns shall not be liable for costs shown to be attributable to Danbury's breach of contract. Upon the failure of the Towns to approve the required additional appropriations, or to reach agreement with Danbury in accordance with this section, this agreement shall terminate and be of no further force or effect. Danbury shall thereupon return to the Towns all funds remaining after the payment of all construction costs incurred prior to the failure or refusal of the Towns to approve additional funds together with all costs of demolition and restoration, if any, as provided herein.

All funds paid to Danbury in accordance with this subsection shall be deposited in one or more interest bearing accounts or invested in one or more instruments approved by the State of Connecticut for investment by municipalities. Interest earned on said funds received by Danbury shall be paid to Newtown monthly, and Newtown shall distribute said interest payments to the Towns in accordance with the percentages fixed herein.

If, upon completion of the renovations to the facility, the actual cost of said renovations is less than the estimated costs thereof, each Town shall be reimbursed by Danbury for its proportionate share of the difference between the estimated cost and the actual cost of said renovations in accordance with the percentages listed herein.

After completion of the renovations and improvements to the facility, and payment by the Towns to Danbury of the costs thereof, Danbury shall continue to own and operate said facility.


2.10 Danbury agrees to prepare and submit an application for State and/or Federal reimbursement of the aforesaid capital costs of improvements to the facility. Any monies received pursuant to said grant shall be rebated

to the Towns in accordance with the percentages listed in paragraph 2.9 above for costs covered by the grant which have been paid for by the Towns.


2.11 If any city or town other than Bethel shall seek to use the Danbury facility for septage disposal, and said city or town is permitted to use said facility for septage disposal, then said city or town shall be required to pay for the capital costs of said improvements and renovations in an amount to be determined by applying the formula based on use contained on Page 84 of the HVCEO Septage Study A.S.E. File No. 1404.01 prepared by Albertson Sharp Ewing, Inc. The percentage obtained shall then be multiplied by the capital cost of improvements and renovations to the facility in order to obtain the sum due in order to use the facility. The amount so paid by any new town shall be rebated back to the Towns according to each individual Town's pro-rata share of the capital cost of improvement.

2.12 Danbury shall bill each of the Towns monthly, in accordance with the provisions of Section 2.5 hereof, based on the amount of septage received from said Town during the prior month.

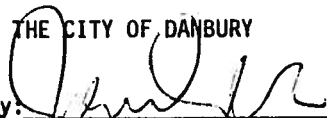
2.13 Withdrawal. Any town may withdraw from this agreement at any time following completion of construction of the facility upon the giving of thirty (30) days' written notice to each of the other parties. No withdrawing town will be entitled to any rebate of any capital contribution made by it.




Robert M. Steinberg



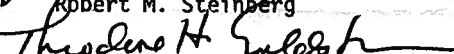
Theodore H. Goldstein

THE CITY OF DANBURY
By: 

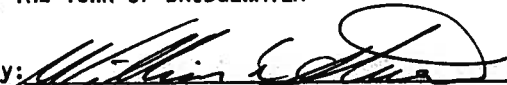
James E. Dyer, Its Mayor



Robert M. Steinberg



Theodore H. Goldstein

THE TOWN OF BRIDGEWATER
By: 

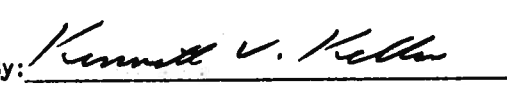
William T. Stuart
Its First Selectman



Elizabeth Crudginton



Eric L. Gottschalk

THE TOWN OF BROOKFIELD
By: 

Kenneth V. Keller
Its First Selectman

THE TOWN OF NEW FAIRFIELD

Christine M. Roche By: John Fairchild
 Christine M. Roche John Fairchild
Eric L. Gottschalk Its First Selectman
 Eric L. Gottschalk

THE TOWN OF NEWTOWN

Robert M. Steinberg By: Jack Rosenthal
 Robert M. Steinberg Jack Rosenthal
Theodore H. Goldstein Its First Selectman
 Theodore H. Goldstein

THE TOWN OF REDDING

Robert M. Steinberg By: Mary Ann Guitar
 Robert M. Steinberg Mary Ann Guitar
Theodore H. Goldstein Its First Selectman
 Theodore H. Goldstein

STATE OF CONNECTICUT }
 COUNTY OF FAIRFIELD } ss. Danbury August 20, 1984

Personally appeared James E. Dyer, Mayor of the City of Danbury, Signer and Sealer of the foregoing Instrument, and acknowledged the same to be his free act and deed and the free act and deed of the City of Danbury, before me.

Theodore H. Goldstein
 Theodore H. Goldstein
 Commissioner of the Superior Court

STATE OF CONNECTICUT }
 COUNTY OF FAIRFIELD } ss. Danbury August 20, 1984

Personally appeared William T. Stuart, First Selectman of The Town of Bridgewater, Signer and Sealer of the foregoing Instrument, and acknowledged the same to be his free act and deed and the free act and deed of The Town of Bridgewater, before me.

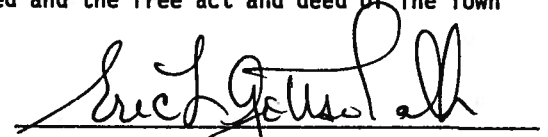
Theodore H. Goldstein
 Theodore H. Goldstein
 Commissioner of the Superior Court

STATE OF CONNECTICUT)
COUNTY OF FAIRFIELD)

ss. Danbury

August 22, 1984

Personally appeared Kenneth V. Keller, First Selectman of the Town of Brookfield, Signer and Sealer of the foregoing Instrument, and acknowledged the same to be his free act and deed and the free act and deed of The Town of Brookfield, before me.

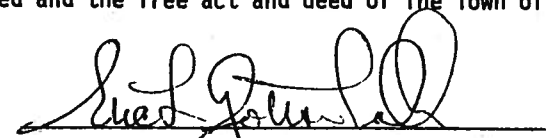

Commissioner of the Superior Court

STATE OF CONNECTICUT)
COUNTY OF FAIRFIELD)

ss. Danbury

November 6, 1984

Personally appeared John Fairchild, First Selectman of The Town of New Fairfield, Signer and Sealer of the foregoing Instrument, and acknowledged the same to be his free act and deed and the free act and deed of The Town of New Fairfield, before me.



Commissioner of the Superior Court

STATE OF CONNECTICUT)
COUNTY OF FAIRFIELD)

ss. Danbury

August 20, 1984

Personally appeared Jack Rosenthal, First Selectman of The Town of Newtown, Signer and Sealer of the foregoing Instrument, and acknowledged the same to be his free act and deed and the free act and deed of The Town of Newtown, before me.

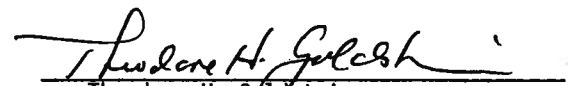

Theodore H. Goldstein
Commissioner of the Superior Court

STATE OF CONNECTICUT)
COUNTY OF FAIRFIELD)

ss. Danbury

August 20, 1984

Personally appeared Mary Ann Guitar, First Selectman of The Town of Redding, Signer and Sealer of the foregoing Instrument, and acknowledged the same to be her free act and deed and the free act and deed of The Town of Redding, before me.


Theodore H. Goldstein
Commissioner of the Superior Court

SCHEDULE A
FORMULA FOR CALCULATING DUMPING FEE
FOR SEPTAGE AT CITY OF DANBURY FACILITY

The fee shall be based on a formula which takes into consideration the average concentration of BOD's and suspended solids in the influent sewage received at the Danbury Sewage Treatment Facility. Additionally, the volume of both septage and sewage received at the facility for the previous calendar year will be considered. Final consideration must be given to the upcoming budgetary expenditures for the Danbury Sewage Treatment Facility each year.

The concentration of BOD₅ and suspended solids in the sewage will be based on laboratory tests for the previous calendar year at the Danbury Sewage Treatment Facility. This will be an average of the test results submitted to the State as per Danbury's NPDES permit requirement. Likewise, the volume of septage and sewage will be based on the amounts received for the previous calendar year at the Sewage Treatment Facility. The formula, therefore, would be defined as follows:

$$1. \frac{(W) \times (X)}{(Y) \times (Z)} = R_s$$

Where;

W = Average daily volume of septage for previous calendar year received at Danbury Facility in MGD;

X = Average BOD₅ and suspended solids concentration in septage.
For purposes of this agreement X will equal 10,000 mg/l (milligrams per liter).

Y = Average daily volume of sewage for previous calendar year received at Danbury Facility in MGD;

Z = Average BOD₅ and suspended solids concentration in sewage for previous calendar year received at Danbury Facility in mg/l; and

R_S = The amount of the total loading at the Danbury Facility which is represented by septage expressed as a ratio.

2. $R_S \times (B) = C_S$

Where;

B = The sum of the projected budgets for the administrative and sewage treatment sections of the Sewer Department budget for the upcoming fiscal year;

C_S = The cost in dollars of processing the septage at the Treatment Plant for the upcoming fiscal year.

3. $\frac{C_S}{N_S} = C_{1000(s)}$

Where;

N_S = The number of 1000 gallon loads of septage received at the Danbury Facility for the previous calendar year; or,

$\frac{W \times 365}{1000}$

C_{1000(s)} = Cost in dollars per 1000 gallons to process septage at Danbury Facility for the upcoming fiscal year.

4. $(52 \text{ Week/Year}) \times (\text{Operator's Hourly Rate}) \times (48 \text{ Hour/Week}) \times (\text{Overhead \& Fringe}) = A$

Where;

A = Projected annual costs in dollars per year to cover one receiving station operator for the upcoming fiscal year.

5. $(52 \text{ Week/Year}) \times (20/\text{Hour/Week}) \times (\text{Overhead \& Fringe}) \times (\text{Secretary's Hourly Rate}) = B$

Where;

B = One half of the projected annual cost in dollars per year to cover one secretary for the upcoming fiscal year.

6. $A + B = C_A$

Where;

C_A = Total projected administrative cost per year at the Danbury Facility for A and B above.

7. $N_S = N_R + N_D$

Where;

N_S = As defined above;

N_R = The number of 1000 gallon loads of septage received at the Danbury Facility for the previous calendar year generated in the region excluding Danbury; and

N_D = The number of 1000 gallon loads of septage received at the Danbury Facility for the previous calendar year generated in Danbury.

8. $\frac{C_A}{N_R} = C_{1000(A)}$

Where;

$C_{1000(A)}$ = Cost in dollars per 1000 gallons for administration of septage processing for the upcoming fiscal year.

9. $C_{1000(T)} = C_{1000(S)} + C_{1000(A)}$

Where;

$C_{1000(T)}$ = The total actual cost in dollars per 1000 gallons to be charged to the Town to process, treat, and administer the septage disposal at the Danbury Facility.