The Bozrah Board of Selectmen will hold a SPECIAL MEETING on WEDNESDAY March 21, 2018 at 9:00 A.M. in the Meeting Room of the Bozrah Town Hall at 1 River Road, Bozrah, Connecticut.

MINUTES

1) **Call to order/attendance:** Meeting called to order by First Selectman Pianka at 9:03 A.M. Full Bozrah Board of Selectmen, Charles Grant-Franklin First Selectman, Rich Matters-Town of Franklin, Jim Ericson-Lenard Engineering, Mark Decker-NPU, and Attorney Paul McCary-City of Norwich/NPU
   One member of the public joined in at 9:20A.M.

2) **Public comment(s):** None

3) Discussion/action on Inter-Municipal Agreement (IMA) between the Town of Bozrah and Norwich Department of Public Utilities (NPU) –DRAFT 29 Pages attached- regarding water and sewer extension:

Mark Decker led the discussion of the Draft version (10-17-17) of the IMA agreement. Using a letter dated November 2, 2107 from Lenard Engineering [Copy-4 Pages-ATTACHED] to Richard Matters, then Franklin First Selectman, he addressed the 12 points of review comments contained therein, with responses to each item as follows:
1) This paragraph will be reviewed and updated/amended as discussed to clarify ongoing maintenance and repair costs assessment(s).
2) Suggested to include detailed breakdown of all proposed costs, justification, especially those included in the $2500 per EDU connection cost
3) Page 4, Par 1.2 : DEEP will receive a copy of the IMA but DOES NOT need to approve the contract
4) Page 8, Par 7.1: Language on metering charges, installation, etc. to be clarified
5) Page 11, Par D: “Middle of the road” incentive fee of 8% assessed to Town(s) and reversed from NPU to Towns in the case of error for disputed billing. Suggested that average bill be utilized to calculate disputed amount until issue is resolved.
6) Page 14, Par 12.1: Leaning toward “average day” discharge verbiage for this section
7) Page 15, Par 12.3: Discussion on capacity language
8) Page 17, Par 17.1: Should be changed to initial construction costs
9) Page 18, Par 18.1: Paragraph numbering correction required
10) Page 20, Par 20.1: Suggest notification to local town affected before addressing the issue directly
11) Page 23, Par 24.1: Towns need to be at the table with NPU with regard to court or agency orders
12) Page 28, Exhibit “X”: Clarify actual vs. average discharge issue
Attorney Paul McCary then addressed the Franklin email trail (See attached dated 11/07/17-Four Pages) which was a review by Franklin Town Attorney Matthew Willis of Halloran and Sage, LLP. It was declared that most items so brought forth have been addressed except for Paragraph 18.4 MONTHLY METER CHARGES which will be reviewed by NPU in preparation of the next draft version.

For the Town of Bozrah, Selectman Ballinger led the discussion. The majority of the items of concern, interestingly, were similar to those already brought forth by Franklin although some further discussion did ensue on several of the issues with no major changes to the substance. (See attached Town of Bozrah Review Comments-Dated 01/17/18-Four Pages).

NPU Mark Decker suggested that a revised draft version would be ready for review by May 1, 2018 with another review meeting date to be collectively decided upon.

4) Public comment(s): Raymond Barber Goshen Road, Bozrah: Since Norwich and Franklin have run this agreement by their attorneys’ then Bozrah should do so as well. He was assured that the final draft version would be.

5) Meeting Adjourned: Motion Ballinger/Seconded Zorn- UNANIMOUS- 11:31 A.M.

Respectfully Submitted,

Glenn S. Pianka
First Selectman
November 2, 2017

Mr. Richard Matters, First Selectman
Town of Franklin
7 Meetinghouse Hill Road
Franklin, CT

RE: Technical Review Comments on Draft Norwich Intermunicipal Agreement dated 10-17-17, South Franklin Sewer Project, Franklin, CT; LEI Project # 16-362

Dear Rich:

As requested, Lenard Engineering, Inc. (LEI) reviewed the above referenced document, and has the following comments:

1) Page 2, 4th para- The agreement states “the Town... further is desirous of sharing of the cost of the construction, treatment, operation, maintenance and repair of the collection system and Norwich treatment plant through the payment of Capital Connection Fees an user fees set forth in the agreement.”

In actuality, the Town is desirous of purchasing capacity in the Norwich system, but not in the continued maintenance of the collection system, which is mentioned later in the report.

2) Page 3, 3rd para- The agreement states: “Whereas, all connection charges, assessments, user fees and administrative fees shall be paid by the Town”.

Norwich should provide Franklin with a detailed breakdown of all proposed costs, especially those not included in the $ 2,500 per EDU connection cost, for review, as well as the justification for these costs.

3) Page 4, Para 1.2 - The agreement states: “... the agreement may need to be authorized by the CT DEEP”.

Norwich should identify the conditions that would trigger the CTDEEP requiring to authorize the agreement, and any concerns that may raise to both Norwich and Franklin.
4) Page 8, Para 7.1 – The agreement states: “...The Town meter shall be designed, procured and installed by Norwich at the sole cost of the Town”.

Originally, Norwich directed LEI to provide a metering manhole and specified the meter assembly to be used, which is presently part of our design plans. If Norwich will be providing and installing said meter, Norwich should let us know where in our design they will be installing the meter, and what provisions should be made.

5) Page 11, Para d - The agreement states: “In the event of a disputed bill, the Town shall pay the entire amount of the bill, including the disputed amount.” It continues to discuss recourses the Town has after discussions.

This is very one-sided, and we recommend the language be modified to allow the Town to pay what they believe is a fair bill to start, along with their justification, and continue on with a procedure on how to settle the final amount of the billing.

6) Page 14, Para 12.1 – The agreement states: “The Town shall be entitled no more than _______ gallons per day of Normal Strength Wastewater.”

As is defined later in the report, the flow value Franklin is purchasing is actually the maximum daily flow rate, which due to normal variations in water demand and wastewater generation is typically 1.2 to 1.4 times the average daily flows. This appears to have changed from the past version of the agreements, which utilized average daily flows and allowed for minor variations above this value prior to being penalized.

Also, Normal Strength Wastewater needs to be defined. In addition, the potential surcharges for discharging wastewater that exceeds this “Normal Strength” value need to be fully described, understood, with a fair charge agreed upon for any overages, commensurate with the impacts on Norwich’s sewer collection and treatment systems.

Similarly, if flow exceedances above the maximum daily purchased flow rate occur, these need to be fully understood, with a fair charge agreed upon for any overages, commensurate with the impacts on Norwich’s sewer collection and treatment systems.
7) Page 15, Para 12.3 – The agreement states: “This agreement is intended to facilitate long term planning of sewage treatment including funding and constructing the necessary collection and treatment infrastructure needed to address regional sewage discharges.”

From the past agreement, most of the emphasis was on the construction of a sewer treatment plant upgrade, with the cost per gallon linked to the final cost of the plant. The upgrades of Norwich’s collection system were not a part of this cost. As Franklin is connecting to a very large gravity sewer (30") off of New Park Avenue, it is important to identify what portion, if any, of Norwich’s collection system will require upgrading because of this interconnection, and any associated costs with that upgrade. This item would be less of a concern if the $2500 per EDU buy-in cost included any and all collection system upgrades.

The continuing language in Paragraph 12.3 regarding having the Town fund additional WPCF capacity or additional improvements to reduce inflow and infiltration need to be discussed and fully agreed upon prior to recommending acceptance.

8) Page 17, Para 17.1- The agreement states: “The Town shall pay for all costs related to the design and construction of additional sewer lines and appurtenances within the City of Norwich to convey sewage for the Town to the nearest existing sewer line with available capacity or discharge directly to the WPCF.”

As noted in Comment 7 above, the extent of any upgrades to Norwich’s collection system needs to be fully disclosed by Norwich, so that Franklin has an exact understanding of any upgrades, over and above the $2,500 per EDU buy in fee, will be associated with signing the agreement.

9) Page 18, Para 18.1 – Note that this paragraph refers to “Rate setting described in subparagraph 18.5”.

I believe this is a typo, as there is no section 18.5, and should be 18.4.

10) Page 20, Para 20.1: The last sentence in this paragraph reads “Norwich may... (5) perform any other technical or administrative duties is deemed appropriate.”

This is a very powerful and broad statement, which should be clarified, with the Town allowed to provide input to be defined, and only after should Norwich be given such broad, unrestricted powers.
11) Page 23, Para 24.1, last three sentences: The agreement reads “Further, any additional costs placed upon Norwich as a result of any orders of the above-referenced court or agencies in connection with the supplying of sewage disposal to the Town by Norwich shall be borne by the Town”.

Language needs to be added or modified to allow Franklin the opportunity to review these orders and be a party to the discussions involving these orders, including determination of their potential cost liabilities associated.

12) Page 28, Exhibit (x), Capital Connection Charge; The agreement states: “The Capital Connection Charge...is applicable to...the maximum daily quantity of wastewater expressed in gallons per day...”

As stated earlier in Comment 6, basing this buy-in fee on the Maximum Daily Flow effectively reduces Franklin’s purchased capacity of 100,000 gpd, down to approximately an average daily flow of 75,000 gpd. This increases the effective cost per gallon from $12.50 per gallon, to $16.67 per gallon. Note the previous agreement had an estimated cost of $11 per gallon.

In summary, the Draft agreement is weighted significantly in favor of the City of Norwich, and there are many ambiguities that exist that could potentially expose the Town of Franklin to initial buy-in costs greater than $1,250,000. These costs need to be fully disclosed, understood, and evaluated prior to considering entering into any agreement.

In addition, even if the agreement language was found or made to be acceptable, the Town’s commitment to the agreement needs to be linked with the $5,000,000 State OPM Urban Action Grant being approved and released by the OPM and DEEP. As the agreement requires payment in full within 60 days of signing, Franklin may need to withhold signing until funding is in place.

I would be pleased to assist the Town in further meetings or discussion of the agreement as directed.

Very truly yours,
Lenard Engineering, Inc.

James E. Ericson, PE
Vice President
Mark- As requested, both Matt Willis, Franklin’s Town Attorney and I reviewed your 10-17-17 draft. Matt’s comments are in the email below, and mine are in the attached letter.

Rich Matters asked that I forward these to you, and arrange a follow-up meeting to discuss these comments and help advance the discussion. Rich and I have Friday Nov. 17th, or select days on the following week As possibilities.

Please review our comments, and get back to me with some possible meeting dates. Thanks.

Jim Ericson, PE
Vice President
Lenard Engineering, Inc.
2210 Main Street
P.O. Box 1088
Glastonbury, CT 06033
Direct Dial (860) 266-4460
Tel: (860) 659-3100
Fax: (860) 659-3103

Rich:

I have reviewed the Inter-Municipal Agreement. I have also reviewed the comments of Jim Ericson. I have copied Jim on this also.

I agree with Jim Ericson’s comments but I have some additional comments.

The Agreement now has additional costs and higher costs to be paid by the Town of Franklin. There is a policy decision that needs to be made as to whether this is too expensive. This determination is beyond my scope of my review.

Other comments directly concerning the agreement are as follows:

On page 3 (and elsewhere), the agreement discusses the Town holding its customers with the rules and regulations of Norwich.” These rules and regulations have to be items that become part of Franklin’s regulations and have to be rules that our engineer think can reasonably be followed. Also see paragraph 1.4 where it discusses the “characteristics of waste”, these definitions must be known. This is important.
Paragraph 6.2 discusses having the Town provide the location from where sewage is being accepted, amount of sewerage produced, and any other reports, records or data reasonably required by Norwich. Monthly seems too frequent. Perhaps the Town notifies Norwich when there is a new connection when they occur.

Paragraph has meters being designed, procured and installed by Norwich and then Franklin pays. We have to be able to agree with the design, engineering and price. It should not be unilateral.

Paragraph 7.2 is too broad of a paragraph, "which may affect the sewerage system" could be just about anything. It is also wide open, whatever Norwich wants they get.

Paragraph 8.c) is too broad and unknown. The interest rate is set at 9% like CGS 12-38. The parties could agree to a lower rate like 5%. It also mentions recovering "additional costs" from the party imposing those costs (I don't understand what they are trying to say here.)

Paragraph 8.e) also has a provision to charge administrative time.

Again, paragraph 10.1 discusses Norwich installing meters at the Town's expense, the Town needs to be to agree to such meter and such expense, it is a wide open expense. Paragraph 10.3 is very one sided, Town has to agree to whether method and determination is accurate from an engineering perspective.

Paragraph 12.1, the Town really needs to know what "Normal Strength Waterwater meeans".

Paragraph 12.3, the change in this calculation has to be analyzed to see if it is worth the calculation.

Paragraph 17.1, first sentence doesn't seem to be applicable?

Paragraph 18.4, not sure what the meter charge is about, just because the meter exists?

Paragraph 20.4, note timeframe if city has to enforce town regulations.

Paragraph 24 should state that the order has to concern Franklin specifically. We don't want to responsible for something Norwich has done.

I will be out next week. I hope these comments are helpful.

Matt

RESPONSES TO:

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The Bozrah BOS would like to submit the following comments on the draft IMA dated 10/17/2017

1) Sections 1 to 11 are pretty much standard provisions for an agreement of this type. However there are several comments to be noted:

a. **Section 7 Metering/Inspections/Billing and Payment:** Section 7.2 “NORWICH has the right to inspect facilities and equipment in the TOWN which may affect the sewage system. These inspections and any inspections permitted under this Agreement may include any and all reasonable tests NORWICH deems necessary. NORWICH shall notify the TOWN of any conditions that do not conform to wastewater industry best practices.” There is some concern with the “unchecked” right of Norwich to inspect Bozrah facilities. The cost of these inspections and tests will undoubtable be passed on to Bozrah and that leads to concern regarding potentially significant, and maybe unnecessary, costs. Norwich should be able to pass the costs of these inspection onto Bozrah ONLY IF there is a finding of conditions that do not conform to wastewater industry best practices. (Pianka)

b. **Section 8 Remedies:** Section 8.1 (c) “Any bill remaining unpaid after the 30th day from the date of billing, time being of the essence, shall bear interest at the rate of 9% per annum or a successor interest rate provided by amendments to CGS Section 12-38 or a successor statute setting forth interest rates payable by municipalities to the State of Connecticut. Interest shall be compounded monthly. The parties acknowledge that CGS Section 4a-74 allows municipalities 60 days in which to pay public service company bills before interest begins to accrue, but the parties agree that that section applies only to public service companies as defined in Title 16 of the Connecticut General Statutes, not to municipal sewerage systems such as NORWICH”. The Town of Bozrah has some concerns regarding the 30 day payment window imposed by this section. While there is always a good faith effort to pay any bill as soon as possible, there are times when a 30 day window is insufficient particularly given the small staff and part time nature of many of the town hall employees. We would like to see a recognition of CGS Section 4a-74 that allows 60 days in which to pay a public service bill before interest begins to accrue applied to this agreement between Norwich and Bozrah. (Pianka)

c. **Section 10 Meter Readings:** 10.1 “NORWICH shall install at TOWN’s expense a tamperproof flow meter at the point of connection of the TOWN’s sewer system to the NORWICH sewer system. NORWICH shall read the meter(s) at least monthly. An invoice will be generated and sent to the TOWN within thirty (30) days of each reading showing payments due based upon the then effective user

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charges multiplied by the volume discharged since the prior billing period plus any other charges due under this Agreement.". The town would like to see some definition on how the monthly bill to the town would be calculated if the meter were to become inoperable for a period of time during any monthly cycle. (Zorn)

2) Section 12 Methods of Supply; Discharge Limits; Capital Connection Charges

a. This section refers to “normal strength wastewater” values and the consequences of exceeding these values, but does not state what they are. “The Norwich sewer rules do not define normal sewer strength values. They do in their billing statements, however this should be added as a definition. Normal Sewer Strength is denoted by Biochemical Oxygen Demand (BOD) and Suspended Solids (SS) levels not exceeding 300 mg/L” (Zorn)

b. This section also deals with “Reserved Flow Capacity” and how that and the Capital Connection Charge are inter-related and determined. The appendix (Exhibit) X does a good job on describing how the Capital Connection Charge, Reserve Capacity and the Equivalent Dwelling Units are inter-related and how that approach would work and we have to agree that this is a significant improvement over the “old” concept of each of the sending towns buying a set amount of capacity “up front” at a set per/gallon price with no tie into NPU’s connection charges for their customers or any formula delineating a method for how to proceed if additional capacity were to be needed at some point beyond the original capacity purchase. The addition of the EDU concept and defining how it ties into the old concept of a fixed cost per gallon initial buy-in makes it clear how capacity can be added and how the cost relates to NPU’s connection charges for their residents and businesses. Based on this calculation method, Bozrah would like to clarify two things:

i. That the Connection Charge/Capacity Fees paid by Optimus under their development contract with NPU will transfer to the town as a “reserved flow capacity” defined as a set number of GPD as determined by Exhibit X when we buy the utilities from Optimus. (Ballinger)

ii. That additional “reserved flow capacity” increases can be made in relatively small increments as users are added to the system (Ballinger)

3) Section 17 Construction of Facilities in Norwich for Town’s Benefit

This section states that all costs incurred to connect Bozrah to Norwich shall be borne by Bozrah even if that construction occurs in Norwich. From our viewpoint that is fair and reasonable. However, further down in this section there are several sentences that give us some concern “For facilities that benefit both the Town and Users within Norwich, the Town shall pay all apportioned costs .... The Apportionment shall be based upon the relative benefit to the TOWN and to users located within Norwich....
Norwich shall provide reasonable documentation to the Town to support the apportionment of costs to the Town” I have some concerns on how this goes if there is a disagreement on the relative “benefit” to the town and the apportionment formula for that “benefit” (Ballinger)

4) Section 18 Capital Improvement Provision; Rate setting

a. Section 18.1 “In the event that NORWICH performs capital improvements on the WPCF or on a portion of the sewer system, or if NORWICH is directed or ordered by EPA, CT DEEP or any other agency or court of the state or federal government to provide a higher degree of treatment at the WPCF in the future, or otherwise to modify the process from that used or in place at the time of execution of this Agreement, the total cost of such replacement or additional facilities shall, be reflected in the rate setting described in subparagraph 18.5 of this Agreement.”

b. In section 18.1 of the IMA it references paragraph 18.5 to calculate capital improvement rates....18.5 is not shown in the document, (Zorn)

c. 18.4 User Rate/Rate Setting. “The basic rate (assuming no applicable strength or flow surcharges) to be charged based on the monthly readings from the TOWN Meter shall be the same rate paid by similarly situated NORWICH users including any subsequent upgrade or similar surcharges.” This appears to be a good thing because it means that Bozrah users will pay the same per/gallon use rate as Norwich residents. However, this approach can also be a double edged sword. My concern with this goes back to 18.1 which states that mandated upgrades to the system can be collected by increasing the User Rates. We know that NPU is under mandate to improve nitrogen extraction from its treatment facility and that upgrade is expected to cost over one hundred million dollars. I would hate to see Bozrah residents get stuck with the upgrade costs to this long standing problem. One of the goals of the old “buy-in for reserve flow capacity” approach was to “reimburse” Norwich for their existing infrastructure and help pay for this particular upgrade. That has morphed into the current proposed integrated, Capital Connection Charge/EDU/Reserve Flow Capacity approach (overall a good thing) but does that leave Bozrah paying for that required (prior to this agreement) capital improvement twice? Once with the purchase of reserved flow capacity and again through potential higher use/gallon rates. I would also not be in favor of Bozrah residents having to contribute, through higher use rates, to any future cost associated with Norwich separating its wastewater and rain run off/catch basin streams. These concern all tie back into Section 17 and the use of user rates to fund improvement and maintenance and how the “Bozrah” benefit is calculated. For example, if a main line (or pumping station) coming in from Taftville needs to be replaced because of age, but the line coming in from R 82 does not, how are the relative cost of the “benefit” to Taftville apportioned to Bozrah. While Bozrah wants to be fair and share in the overall cost of Norwich maintaining a wastewater collection and treatment facility, we do not want to be unduly burdened with excessive maintenance and improvement costs associated with parts of the
Norwich system that do not directly serve Bozrah. Especially since Bozrah will be responsible for maintaining its own infrastructure in addition to contributing to the maintenance of parts of the Norwich system that do not serve Bozrah directly. (Ballinger)

d. Section 18.4 requires us to pay $4200 per year fee (?) for the meter that we are required to buy, this is excessive and should not be included (Zorn)

5) Section 19 Sewer Use Ordinance

19.2 “The TOWN’s adoption of such valid regulations and its establishment of local limits as set forth in this section at (19.5) shall constitute a condition precedent to the effectiveness of this Agreement. NORWICH shall have no obligation to accept wastewater from the TOWN until the regulations are duly enacted and effective.” (Note:I have added the bold emphases) What this means for Bozrah is that we need to have a working WPCA in place by July 2019 when we close on the infrastructure that Optimus will have installed. (Ballinger)
INTER-MUNICIPAL AGREEMENT

AGREEMENT:

THIS AGREEMENT (the “Agreement”) made and entered into as of the __________
day of ______________, 2017, by and between the City of Norwich, a municipal
corporation having its territorial limits within the County of New London and State of
Connecticut acting by and through the Sewer Authority of the City of Norwich (the City
and the Sewer Authority of the City of Norwich are collectively referred to herein as
“NORWICH”), and the TOWN of ______ [TOWN] _____________ a municipal corporation
having its territorial limits within the County of New London and the State of Connecticut
acting by and through ______ [Sewer Authority] ________ formed under Chapter 103 of the
General Statutes, (the TOWN and its [Sewer Authority] are collectively referred to as the
“TOWN”).

WITNESSETH:

WHEREAS, Section 7-273 of the Connecticut General Statutes (“CGS”)
authorizes any TOWN or city maintaining a sewerage system to contract with any
adjoining TOWN for connection with and use of and such sewerage system; and

WHEREAS, CGS Section 7-247 authorizes any municipality, acting through its
water pollution control authority, to enter into and fulfill contracts, including contracts for
a term of years, with any person or any other municipality or municipalities to provide or
obtain sewerage system service for any sewage; and

WHEREAS, NORWICH owns and operates a system of sanitary sewers, pumping
stations and the Norwich Water Pollution Control Facility (the “WPCF”); and

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WHEREAS, certain portions of the TOWN are or can be served by sewers which convey sanitary sewage and industrial waste water to the WPCF and have been established by the TOWN as the initial and proposed sanitary sewer service area; and

WHEREAS, the parties wish to formalize a regional structure whereby wastewater issues will be addressed 1) by the TOWN and other TOWNS in the region each dealing with Users within their borders through a local water pollution control authority formed pursuant to Chapter 103 of the General Statutes and 2) by the TOWN becoming a customer of NORWICH for the purpose of having wastewater treated at the WPCF; and

WHEREAS, NORWICH has expressed its willingness, subject to the terms and conditions herein stated, to accept sanitary sewage and ordinary industrial wastewater from the TOWN for conveyance and treatment in the NORWICH sewerage system; and

WHEREAS, the TOWN is desirous of connecting its sewerage system with the NORWICH sewerage system and further is desirous of sharing of the cost of the construction, treatment, operation, maintenance, and repair of the collection system and the NORWICH treatment plant through the payment of Capital Connection Fees and user fees as set forth in this Agreement; and

WHEREAS, the parties wish to specify herein the manner in which the TOWN shall pay for the use of NORWICH's facilities and for NORWICH's treatment of sewage from the TOWN; and

WHEREAS, the existing NORWICH sewer facilities have been designed to convey specific sanitary wastewater flow amounts, and at present there remains satisfactory capacity to convey and treat sewage and ordinary industrial wastewater flows generated
from within the NORWICH service area, and limited quantities from surrounding areas; and

WHEREAS, any sewer extensions within NORWICH required to serve solely properties within the TOWN will be funded entirely by the TOWN, thereby assuring that NORWICH shall incur no capital costs as a result of such extensions; and

WHEREAS, any sewer collection or pumping infrastructure constructed within the TOWN which connects to the NORWICH system shall be built to NORWICH construction standards and shall be funded entirely by the TOWN; and

WHEREAS, all connection charges, assessments, user fees, and administrative fees shall be paid by the TOWN; and

WHEREAS, the TOWN shall be responsible for billing and collecting from its sewage Customers capital costs, user charges and related charges, the costs of operating and maintaining the sewage system lying within the TOWN including any extensions of sewage service and holding its Customers accountable for compliance with applicable wastewater discharge limitations provided by Law and by the rules and regulations of NORWICH;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, and of the obligation of the parties to comply with federal and state laws, regulations and orders relating to water pollution abatement, NORWICH and the TOWN agree to the following:

1. **Term/Purpose/Intent**

   1.1 The term of this Agreement shall be for a period of forty (40) years from date hereof, unless sooner terminated as herein provided. The parties intend that the municipal corporations entering into this Agreement are the sole and exclusive
beneficiaries of the Agreement. Subject to the terms and limits of this Agreement and of applicable state and federal Law, NORWICH will provide sewer service to the TOWN in consideration for payment by the TOWN of applicable sewer use rates, fees and other charges as provided by this Agreement and applicable law. The TOWN shall propose a mutually convenient time and place for the parties to meet on an annual basis to discuss operational and other issues associated with this Agreement.

1.2 This Agreement shall not become legally binding until it has been authorized by the legal representatives of NORWICH and the TOWN and the Connecticut Department of Energy and Environmental Protection ("DEEP" or "CTDEEP") as may be required by Law. As a condition to the effectiveness of this Agreement, each party (the TOWN and NORWICH) shall provide a written opinion of qualified counsel stating that this Agreement has been approved by such party as required by state and local Law, that there are no further approvals or actions by that party or any of its respective officers, boards, agencies or town meetings required for the Agreement to become effective and that this Agreement is enforceable against the party in accordance with its terms. Once all approvals have been obtained and conditions satisfied, this Agreement shall take effect as of the date first written above.

1.3 NORWICH shall use all reasonable efforts to be at all times in compliance with the National Pollutant Discharge Elimination System ("NPDES") permit issued for the WPCF and to comply with all applicable state and federal Laws, regulations, water quality standards, orders, decrees of any state and/or federal governmental authority having jurisdiction over the treatment and disposal of waste waters.
1.4 The characteristics of waste delivered to the WPCF by, or from, the TOWN shall at all times conform to standards set by Rules and Regulations of the EPA, the CTDEEP and the NORWICH sewer use ordinance, all as issued and amended from time to time.

2. Amendments

2.1 No officer, official, agent, or employee of NORWICH or the TOWN shall have the power to amend, modify or alter this Agreement or waive any of its provisions or to bind NORWICH or the TOWN by making any promise or representation not contained herein except by an amendment, in writing, executed by both entities in the same manner as this Agreement is executed. Neither party may rely on any conduct, statements, action, inaction or course of conduct of the employees, agents or officers of the other party as having changed, modified or amended this Agreement. Neither party shall be construed as waiving any provision of the Agreement unless the waiver is executed in writing as an amendment to this Agreement. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach. Forbearance or indulgence in any form or manner by either party shall not be construed as waiver of any term or condition hereto nor shall it limit the legal or equitable remedies available to that party.

3. Assignment

3.1 This Agreement shall not be assigned or transferred by either party, without the express written consent of the other party given with the same formalities as are required for the execution of this Agreement. Any assignment in violation of this paragraph 3.1 shall be null and void.
4. Hold Harmless / Indemnification

4.1 To the extent permitted by law, the TOWN hereby agrees to indemnify and save harmless NORWICH or its agents against any and all liability or claims and reasonable attorneys' fees arising from the negligent or willful acts or omissions of the TOWN or its agents or employees relating to TOWN's performance under this Agreement, including but not limited to liability deriving from state and federal environmental administrative findings or orders or actions or claims for damages on account of injury to person, or property or the environment caused by any act or omission of TOWN, its agents or employees or any fine, penalties or monetary awards which arise out of TOWN's acts or omissions under the terms of this Agreement.

4.2 To the extent permitted by law, NORWICH hereby agrees to indemnify and save harmless the TOWN or its agents against any and all liability or claims and reasonable attorneys' fees arising from the negligent or willful acts or omissions of NORWICH or its agents or employees relating to NORWICH's performance under this Agreement, including but not limited to liability deriving from state and federal environmental administrative findings or orders or actions or claims for damages on account of injury to person, or property or the environment caused by any act or omission of NORWICH, its agents or employees or any fine, penalties or monetary awards which arise out of NORWICH's acts or omissions under the terms of this Agreement.

5. Force Majeure

5.1 Except as otherwise provided in this paragraph 5.1, no failure or delay in performance shall be deemed to be a breach of this Agreement when such failure or delay is occasioned by or due to an event that was outside of the control of the party
claiming force majeure including any act of god, strike, lockout, war, riot, epidemic, explosion, sabotage, breakage or accident to machinery or lines or pipe within the TOWN or NORWICH sanitary sewer collection system or wastewater treatment plant, or the binding order of any court or governmental authority provided in each case that the party claiming force majeure promptly notifies the other party of the event and uses all reasonable efforts to overcome or remedy the event promptly. Force majeure shall not furnish an excuse for failure to pay money under this Agreement or for liability for discharges that exceed the volume, strength or quality limits established pursuant to this Agreement.

6. Reports / Records

6.1 Annually, during the third week of January, NORWICH and TOWN shall mutually exchange records pertinent to the flows from each municipality during the prior calendar year. The flow data will be compared to the wastewater treatment capacity purchased by the TOWN pursuant to this Agreement by payment of the Capital Connection Charge or an Additional Capital Connection Charge. The TOWN and NORWICH shall also, at this time, furnish data on the expected flows for the upcoming year.

6.2 Upon NORWICH’s request, the TOWN shall provide reports and records giving the names and addresses of all the TOWN’s Customers and showing the location from which sewage is being accepted, character of occupancy, and amount of sewage produced on a monthly basis by each Customer and any other reports, records or data reasonably required by NORWICH. NORWICH shall have the right but not the obligation to suggest techniques by which the TOWN can address any problematic discharges by
the TOWN's Customers, but the TOWN shall have the sole obligation to ensure that all discharges from Customers within the TOWN to NORWICH conform to the limits imposed by Law or by this Agreement.

6.3 The TOWN shall furnish sewer system plans that NORWICH may request from time to time.

6.4 The TOWN shall notify NORWICH in writing and keep NORWICH informed of the name and title of its official or officials responsible for sewage services in the TOWN and for implementation of the terms of this Agreement.

7. Metering/Inspections/Billing and Payment

7.1 The TOWN shall deliver all sewage under this Agreement either to the meter point(s) shown on Exhibit 2 or to such other metering points as are agreed upon in writing by the TOWN's and NORWICH's respective sewer authorities (all such meter(s) are referred to herein as the "TOWN Meter"). The TOWN Meter(s) (including any replacements thereof) shall be designed, procured and installed by NORWICH at the sole cost of the TOWN. NORWICH shall be responsible for maintaining the meter(s). The meter point(s) shall be the point(s) at which the TOWN's compliance with the volume, strength and quality limitation in this Agreement shall be monitored, measured and determined. Prior to the date on which the meters are operational, the parties shall use alternate methods used in the wastewater industry to measure flows, including without limitation usage of User water consumption data adjusted for infiltration, inflow, non-discharged water and other similar factors.
7.2 NORWICH has the right to inspect facilities and equipment in the TOWN which may affect the sewage system. These inspections and any inspections permitted under this Agreement may include any and all reasonable tests NORWICH deems necessary. NORWICH shall notify the TOWN of any conditions that do not conform to wastewater industry best practices. In the event that the TOWN does not correct the identified condition within a reasonable time, the TOWN hereby consents to NORWICH’s entry onto or into property of the TOWN for the purpose of performing, at the TOWN’s expense, any inspection or repair, installation or maintenance required to correct the identified condition. NORWICH will not, except as otherwise expressly set forth in this Agreement, perform any work in the TOWN but will require work, as needed to be performed by the TOWN, to NORWICH’s specifications.

7.3 All invoices delivered to the TOWN by NORWICH, including without limitation invoices issued pursuant to paragraphs 10.1, 10.2, 12.1, 12.3, 17.1, 18.1, 18.5, 20.4 of this Agreement shall be due and payable within 30 days from the date of billing, time being of the essence, unless otherwise agreed upon in writing by the parties. Payments to NORWICH are due without regard to whether the TOWN has been paid for services provided to Users within the TOWN.

8. Remedies

8.1 In addition to the remedies, power and authority which NORWICH has under ordinances of the City of Norwich, other Law, at common law and in equity, the following remedies apply:
a) If either party breaches any material obligation or condition of this Agreement, the other party shall give written notice of the breach. The breaching party shall have five (5) days to cure a monetary breach or thirty (30) days in which to cure any non-monetary breach.

b) Both parties reserve the right, either in law or equity, by suit, and complaint in the nature of mandamus, or other proceeding, to enforce or compel performance of any or all covenants herein.

c) Any bill remaining unpaid after the 30th day from the date of billing, time being of the essence, shall bear interest at the rate of 9 % per annum or a successor interest rate provided by amendments to CGS Section 12-38 or a successor statute setting forth interest rates payable by municipalities to the State of Connecticut. Interest shall be compounded monthly. The parties acknowledge that CGS Section 4a-74 allows municipalities 60 days in which to pay public service company bills before interest begins to accrue, but the parties agree that that section applies only to public service companies as defined in Title 16 of the Connecticut General Statutes, not to municipal sewerage systems such as NORWICH. The parties also acknowledge that late payments impose additional costs on NORWICH which NORWICH is entitled to recover from the party imposing those costs (as opposed to recovering these costs from other TOWNs or Users). Finally, the parties acknowledge that CGS Section 7-258 would impose an interest rate at the same rate as unpaid property taxes (1.5% per month as of the effective date of this Agreement), but the parties decline to rely on that statute in an agreement between municipalities.
d) In the event of a disputed bill, the TOWN shall pay the entire amount of the bill, including the disputed amount. If, at the conclusion of negotiations and/or any dispute resolution proceedings, it is determined that the TOWN is entitled to a refund, the TOWN shall also be entitled to interest on the refunded amount at the same rate as is provided in Paragraph 8(c) above for late payments.

e) If either party fails to timely cure any failure to perform a non-monetary obligation under this Agreement, the other party may perform on behalf of the defaulting party and charge the reasonable costs thereof, including administrative time, to the defaulting party as a sum due under the Agreement. The remedy provided in this Subparagraph 8.1(e) shall not apply to the operation or maintenance of the WPCF.

f) NORWICH may terminate this agreement: 1) if the TOWN fails to cure any default within sixty (60) days after written notice as provided in paragraph 8.1(a); or (2) if the TOWN or any consumer utilizing the TOWN ‘s access to NORWICH’s sewer system, by intent violates or fails to comply with any notice, ordinance, regulation or order of the NORWICH that is permitted or required under CTDEEP’s pretreatment regulations or violates any requirement imposed by the EPA regulating wastewater discharge or treatment. This paragraph shall not apply in the event that the TOWN promptly initiates and diligently prosecutes appropriate enforcement action against the TOWN Customer(s) as a result of such violation(s).

g) The remedies set forth in this Agreement are cumulative. The election of one does not preclude use of another nor does it preclude resort to any other remedy available at law or equity.
9. **Emergencies**

   9.1 Each party shall notify the other of any emergency or condition in either party’s system which may affect sewer disposal system in either municipality. Notice shall be given as soon as practicable after the proper municipal official has knowledge of said emergency or condition.

10. **Meter Readings**

   10.1 NORWICH shall install at TOWN’s expense a tamperproof flow meter at the point of connection of the TOWN’s sewer system to the NORWICH sewer system. NORWICH shall read the meter(s) at least monthly. An invoice will be generated and sent to the TOWN within thirty (30) days of each reading showing payments due based upon the then effective user charges multiplied by the volume discharged since the prior billing period plus any other charges due under this Agreement.

   10.2 Meters shall be calibrated at least once every twelve (12) months. The TOWN shall be given reasonable notice of testing and have the right to have a representative present on such occasions. NORWICH shall test each meter at the time of installation and at least once each year thereafter. It also shall test the meters at any reasonable time upon request by the TOWN. The TOWN shall reimburse NORWICH for the cost of any tests requested by the TOWN unless such testing shall reveal an inaccuracy in the meters exceeding five percent 5% or such other percentage as reflects prevailing industry standards for the metering technology being used, in which case the cost shall be borne by NORWICH. Metering equipment found to be inaccurate shall be repaired, adjusted or replaced by NORWICH so that the metering accuracy of said equipment shall be within five percent (5%). If metering equipment inaccuracy exceeds
ten percent (10%), the correct amount of flow actually delivered to NORWICH shall be recalculated by NORWICH. The recalculation period shall be from the date at which the error first was found to have exceeded ten percent (10%), or if no such date can be reasonably determined, a period not to exceed six (6) months. Following this recalculation, NORWICH shall include in its next regular monthly billing (but presented in a format that separately identifies the correction amount) a bill for the sewage flow actually delivered to NORWICH not covered by bills previously rendered, or a credit for sewage flow not actually delivered to NORWICH but for which the TOWN has been previously billed. In the event a dispute arises under this paragraph the parties agree to meet in good faith to resolve the dispute.

10.3 During any period of meter operation, when connected flows total less than can be reliably and accurately measured by the meter as configured at any point of connection, NORWICH shall take into account water meter readings from all connected Customers furnished by the TOWN and determine whether those readings, adjusted for infiltration, inflow and non-discharged water provide a more accurate basis for determining or verifying monthly flows.

11. **NORWICH / TOWN Employees**

11.1 Employees, servants, or agents of either party shall not be deemed to be agents, servants or employees of the other municipality or entity for any purpose including but not limited to either workers compensation, general liability, auto liability, or unemployment insurance purposes.
12. **Method of Supply; Discharge Limits; Capital Connection Charges**

12.1 The TOWN agrees to purchase sewage and wastewater disposal services and capacity from NORWICH in accordance with the terms and conditions of this Agreement. The TOWN shall be entitled to discharge no more than ___________ gallons per day of Normal Strength Wastewater into the NORWICH’s sewer collection system at one or more metered location(s) (the “Reserved Flow Capacity”). The Capital Connection Charge associated with this capacity calculated using the methodology described on Exhibit [X] is $____________. Payment of this charge is due within 60 days of the Effective Date of this Agreement. Occasional discharges in excess of one or more of the characteristics of Normal Strength Wastewater shall be subject to surcharges calculated in accordance with the methodology and unit pricing set forth in the Norwich Sewer Ordinance. Discharges in excess of the strength limits for Normal Strength Wastewater that occur more than 3 times in any one rolling twelve month period shall trigger a process to evaluate the planning, designing, constructing and operating of a pre-treatment system to address excess strength problems. Within thirty days from the date the TOWN receives a notice from NORWICH identifying the three strength exceedances, the parties shall meet to discuss whether the exceedances are temporary aberrations or whether there is a reasonable likelihood that they may be repeated. If, after considering the TOWN’s position, NORWICH reasonably determines that there is a reasonable likelihood of future exceedances, it shall so notify the TOWN and the TOWN shall immediately begin the construction of pretreatment facilities designed to eliminate the exceedances or to cause one or more of the TOWN’s users to do the same. Such pretreatment facilities shall be in operation within [two] years of the date of the
NORWICH notice regarding such determination. Surcharges shall continue to apply during this period.

12.2 All sewerage (wastewater) flows expressed or referred to within this Agreement unless otherwise noted are daily flows, and are based upon the flow measured at the metered connection, or other approved method provided herein.

12.3 This Agreement is intended to facilitate long term planning of sewage treatment including funding and constructing the necessary collection and treatment infrastructure needed to address regional sewage discharges. The primary vehicle for this planning and funding is the Reserved Flow Capacity provided in paragraph 12.1 of this Agreement. Unplanned utilization of unreserved WPCF capacity by the TOWN disrupts long term regional planning and consumes treatment capacity that has been constructed and funded at the NORWICH's expense. To minimize and mitigate this disruption, daily flows in excess of the Reserved Flow Capacity that occur more than 3 times in any rolling 12 month period shall trigger an additional one-time payment ("Additional Capital Connection Fee") by the TOWN equal to the incremental Capital Connection Charge calculated as shown on Exhibit [X] and applied to the incremental Reserved Flow Capacity (highest daily recorded flow minus previous Reserved Flow Capacity). Upon receipt of this payment by NORWICH, the TOWN's Reserved Flow Capacity shall be increased to the new level paid for by the Additional Capital Connection Fee. In the event capacity is not available at the WPCA, the TOWN shall also have the right to propose to NORWICH a plan to create additional WPCF capacity by funding improvements to the NORWICH collection system that will reduce infiltration and inflow and thereby create additional treatment capacity to accommodate the TOWN's additional
capacity needs. The details of such plan, the method of implementing the plan and the
documentation of reduced infiltration and inflow applicable to peak demand shall be
subject to good faith negotiations between the TOWN and NORWICH.

13. Use Restriction

13.1 Subject to applicable law, TOWN shall use the sewage capacity furnished
under this Agreement solely for its municipal wastewater and for wastewater generated
by residential properties, restaurants, commercial users, industrial users, or municipal
uses within the TOWN's corporate limits. No commercial or industrial property shall be
exempt from pretreatment requirements and standards as developed and updated by
CTDEEP and NORWICH. The TOWN shall not permit any sewage capacity furnished
hereunder to be used by any person outside of the TOWN's territorial limits without the
express written consent of NORWICH in each instance.

14. Reserved Flow Capacity

14.1 In consideration of the Capital Connection Fee, NORWICH agrees to
allocate and permit the TOWN to discharge daily wastewater flows up to the Reserved
Flow Capacity through connections with the NORWICH sewer system under the terms
of this Agreement.

15. Other TOWN Obligations

15.1 In addition to any obligations imposed by Law, including without limitation
the Act and chapter 103 of the General Statutes, or by other provisions of this Agreement,
the TOWN shall be solely responsible for establishing user charges to be paid by Users
within the TOWN, enforcing within the TOWN all applicable discharge limits imposed by
this Agreement or by law, operating, maintaining, repairing and replacing all sewer pipes, pumps and related wastewater equipment within the TOWN and making determinations regarding any extensions of sewers within the TOWN.

16. [RESERVED]

17. **Construction of Facilities in NORWICH for TOWN’s Benefit.**

   17.1 The TOWN shall pay for all costs related to the design and construction of additional sewer lines and appurtenances within the City of Norwich to convey sewage from the TOWN to the nearest existing sewer line with available capacity or discharge directly to the WPCF. At Norwich’s option, the TOWN shall either a) perform the design and construction of such facilities per Norwich’s specifications as set forth in the then-current version of the developer’s agreement used by Norwich or b) pay the cost of Norwich performing such design and construction. In the latter case, prior to design and construction, Norwich shall invoice the TOWN for the estimated costs of construction, which shall be paid within 30 days. Promptly following the completion of construction, Norwich shall provide an accounting of actual costs and either refund or provide an additional invoice as appropriate to true up the TOWN’s total payment to the actual cost of construction. For facilities that benefit both the TOWN and Users within NORWICH, the TOWN shall pay all apportioned costs of upgrading all necessary NORWICH sewer system appurtenances such as pump stations, manholes, meter vaults, etc., required to convey flows from the TOWN to the treatment facility within the limits of the City of Norwich. The apportionment shall be based upon the relative benefit to the TOWN and to users located within NORWICH. All design, permitting and construction of such
facilities shall be performed by NORWICH. NORWICH shall provide reasonable
documentation to the TOWN to support the apportionment of costs to the TOWN.

18. **Capital Improvement Provision; Rate setting**

18.1 In the event that NORWICH performs capital improvements on the WPCF
or on a portion of the sewer system, or if NORWICH is directed or ordered by EPA, CT
DEEP or any other agency or court of the state or federal government to provide a higher
degree of treatment at the WPCF in the future, or otherwise to modify the process from
that used or in place at the time of execution of this Agreement, the total cost of such
replacement or additional facilities shall, be reflected in the rate setting described in
subparagraph 18.5 of this Agreement.

18.2 [RESERVED].

18.3 The TOWN shall, upon advance notice have the right to inspect and audit
any and all cost records of NORWICH relating to the construction, expansion,
replacement, modification, operation and maintenance of the plant and facilities as
stated, in this Section, at NORWICH's offices.

18.4 User Rate/Rate Setting. The basic rate (assuming no applicable strength
or flow surcharges) to be charged based on the monthly readings from the TOWN Meter
shall be the same rate paid by similarly situated NORWICH users including any
subsequent upgrade or similar surcharges. In addition, the TOWN shall pay $350 per
month as a meter charge. This charge shall be adjusted from time to time to reflect the
percentage change in the user charges as those are adjusted by NORWICH.
Rate setting will be performed in accordance with the NORWICH budget preparation process, CGS Sections 7-255 and 7-256, and other applicable permit requirements and regulations. NORWICH shall provide at least 30 days notice to the TOWN of any proposed rate changes together with appropriate supporting documentation. Prior to the adoption of new rates, in accordance with the CGS, the TOWN shall have the right to submit comments and/or additional evidence or argument to NORWICH.

19. **Sewer Use Ordinance**

19.1 The TOWN's sewer use regulations shall be no less stringent in every particular and, as broad in scope as, or stricter than the current edition of the NORWICH sewer ordinance. The TOWN regulations shall in any event be consistent with and meet all requirements of the EPA as presently codified at 40 CFR part 403 and as the same may from time to time be amended. For purposes of this section and related sections the term "regulations" shall also mean by-law.

19.2 The TOWN's adoption of such valid regulations and its establishment of local limits as set forth in this section at (19.5) shall constitute a condition precedent to the effectiveness of this Agreement. NORWICH shall have no obligation to accept wastewater from the TOWN until the regulations are duly enacted and effective.

19.3 The TOWN shall submit its regulations to NORWICH for review within ninety (90) days of the date of execution of this Agreement. NORWICH shall promptly submit its comments and proposed changes to the TOWN. The TOWN will modify its regulations in accordance with the NORWICH's reasonable requirements within sixty (60) days of the receipt of NORWICH's approval of the regulations.
19.4 Whenever NORWICH amends its sewer use ordinance, it will forward a copy of the amendments to the TOWN. The TOWN will adopt amendments to its sewer regulations that are at least as stringent in every particular and as broad in scope as those adopted by NORWICH. The TOWN will submit its proposed amendments to NORWICH for review within thirty days of its receipt of NORWICH’s amendments and will adopt its amendments within sixty (60) days of receiving approval from NORWICH.

19.5 The TOWN shall adopt pollutant specific local limits which address the same pollutant parameters and are at least as stringent as the local limits enacted by NORWICH no later than 100 days after the date this Agreement is executed. If NORWICH makes any revisions or additions to its local limits, it will forward those revisions to the TOWN which will adopt such revisions within 30 days after receipt thereof.

20. Enforcement Authority

20.1 NORWICH may to the extent permitted by federal and state statutes and regulations including special acts: (1) enforce the terms and conditions of any permits issued by it under this Agreement; (2) issue permits only to all industrial users required to obtain a permit by TOWN’s pre-treatment regulations; (3) conduct inspections, sampling and analysis of permitted users; (4) take all enforcement actions against industrial users subject to pretreatment requirement, as set forth in NORWICH’s enforcement response plan and as provided in the TOWN’s sewer use regulation; and (5) perform any other technical or administrative duties it deems appropriate.
20.2 TOWN shall have the duty to administer and enforce its sewer regulations. Upon TOWN’s failure to enforce, NORWICH may, to the extent permitted by federal and state statutes and regulations and NORWICH ordinances, take any enforcement action which it deems necessary or which is necessary to enforce or compel compliance with EPA pretreatment standards, regulations and policies. NORWICH may, upon such failure, to the extent allowed by applicable laws take any action under TOWN’s sewer use regulations which the TOWN could take including but not limited to enforcement by administrative fines, or civil or criminal enforcement in any appropriate court. TOWN’s regulations shall restate NORWICH’s rights under this section and shall require any TOWN consumer to consent formally to NORWICH’s rights under this section. All administrative and judicial civil penalties as assessed by or for NORWICH pursuant to this agency authority shall be the property of, and paid to, the NORWICH.

20.3 Before an industrial user or any other user subject to pretreatment standards discharges into the TOWN’s sewer system any wastewater which will be discharged into NORWICH’s system under the terms of this Agreement, the TOWN shall ensure that the User shall obtain all appropriate State or local discharge permits in accordance with the NORWICH and TOWN sewer use ordinances or by-laws, and State regulations.

20.4 TOWN will reimburse NORWICH for all reasonable costs incurred in implementing and enforcing TOWN’s sewer use regulations within thirty days after receipt of an accounting of all such costs.
21. **Service of Notice**

21.1 All notices or communications permitted or required by this Agreement must be in writing except in emergencies, and shall:

□ As to the City of Norwich, be delivered or mailed by certified mail, return receipt requested to the Norwich Public Utilities General Manager, at the office at 16 South Golden Street, Norwich, Connecticut 06360.

□ As to the TOWN, be delivered or mailed by certified mail, return receipt requested, to ___________________________ and the office of the official designated by TOWN pursuant to Section 6.4 of this Agreement.

22. **Extension of Term**

22.1 The parties during the 37th year of this Agreement, unless it is sooner terminated, shall meet to negotiate in good faith for an extension or renewal of this Agreement subject to authorizations that may be required by then applicable law. This acknowledgment that the terms of the Agreement, including any new terms or conditions, may be extended, does not impose on either party any express or implied obligations with regard to the potential negotiations or Agreement. Neither party has any added or implied obligation to extend or renew the terms of the Agreement (with or without modifications).

23. **Forum and Choice of Law**

23.1 This Agreement and any performance under it shall be interpreted and governed in accordance with the laws of the State of Connecticut except for those requirements, terms, duties and conditions regulated by federal law. Any and all proceedings or actions relating to the subject matter herein shall be brought and
maintained in the courts of the State of Connecticut which shall have exclusive jurisdiction thereof. Any term or word used herein not otherwise defined shall have the same meaning as the term or word is defined in the Norwich sewer ordinance.

24. Regulatory Authority

24.1 This Agreement is subject to the lawful rules, regulations, decisions, order or directives of the EPA and of any agency of the state and federal government with jurisdiction over the parties or subject matter of the Agreement. Any and all conditions, rules, regulations, orders or other requirements heretofore or hereafter placed upon NORWICH and TOWN by the EPA or by the DEEP or any other agency division, office or department of the United States or the State of Connecticut or by any court of competent jurisdiction and by any other applicable Federal, state or county agency, shall be construed to become a part of this Agreement unless the Agreement is terminated hereunder. Further, any additional costs placed upon NORWICH as a result of any orders of the above-referenced court or agencies in connection with the supplying of sewage disposal to the TOWN by NORWICH shall be borne by the TOWN.

25. Dispute Resolution

25.1 In the event of a dispute arising between the parties concerning the interpretation or performance of this Agreement which does not involve an imminent threat to public health and safety, the chief executives of NORWICH and the TOWN shall meet within thirty (30) days of a dispute resolution request delivered by either party to the other in an effort to resolve all or part of the dispute. If those discussions have not yielded a complete resolution within ninety (90) days of such notice (or such longer time

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as mutually agreed upon by the parties in writing), then either party shall have the right to pursue any remedies available at law or equity.

25.2 Section 25.1 of this Agreement shall not (i) apply to any matter involving an imminent threat to public health and safety, (ii) operate to suspend the accrual of interest as otherwise provided in this Agreement or (iii) limit or delay a party's ability to issue notices and pursue remedies as provided by Section 8 of this Agreement or by Law.

26. Severability, Headings, Integration

26.1 If any provision of this Agreement is declared or found illegal, unenforceable or void, then both parties shall be relieved of all obligations under that provision. The remainder of the Agreement shall be enforced to the fullest extent permitted by law. The headings are used for reference only and shall not be a factor in the interpretation of this Agreement. This Agreement shall supersede another verbal and written Agreements and negotiations by the parties relating to performance of the obligations under this Agreement and contains to full and complete and integrated agreement of the parties on the subject matters referred to herein.

27. Definitions of Terms

"Act" or "the Act" shall mean the Federal Water Pollution Control Act, also known as the Clean Water Act as amended. 33 U.S.C. 1251, et seq.
“Capital Connection Charge” means the amount as defined in the “Sewer Authority of the City of Norwich Notice of Adoption of Sewer Capital Connection Fee” as amended from time to time. The latest revision as of the Effective Date is attached as, Exhibit [Z]

“Customer” shall mean those Users in the TOWN to whom the TOWN sells or distributes sewage disposal services from NORWICH under this Agreement.

“Discharge” or “Indirect Discharge” shall mean the introduction of pollutants into the publicly owned treatment works from any non-domestic source regulated under the Act.

“EPA” shall mean the United States Environmental Protection Agency or where appropriate the Regional Water Management Division Director or other authorized official of the agency or, in each case, any successor agency.

“Law” or “Laws” shall mean federal, state, local, foreign or other laws, regulations, orders, injunctions, building and other codes, ordinances, permits, licenses, judgments, decrees of federal, state, local, foreign or other authorities, and all orders, writs, decrees and consents of any governmental or political subdivision or agency thereof, or any court or similar Person established by any such governmental or political subdivision or agency thereof.

“Normal Strength Wastewater” as expressed or referred to in this Agreement shall be as defined in the Norwich Sewer Ordinance.

‘Norwich” or “City” shall mean the City of Norwich or where appropriate the City of Norwich acting by and through the Sewer Authority of the City of NORWICH.
“Norwich Sewer Ordinance” shall mean rules and regulations adopted from time to time by the Norwich Sewer Authority pursuant to Chapter 103 of the Connecticut General Statutes.

“Norwich Water Pollution Control Facility “ or “WPCF” means the wastewater treatment facility owned and operated by NORWICH and located at 44 Falls Avenue, Norwich, CT.

“Person” shall mean any natural person, estate, partnership, corporation, trust, unincorporated association, limited liability company, joint venture, organization, business, municipality, government or any agency or political subdivision thereof, tribal nation, tribe or any other entity.

“User” as used herein shall mean a Person responsible for a source Discharge or Indirect Discharge.
IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals,
said Amendment to Agreement to be effective as of ____________________.
2015 ____________.

TOWN OF ________________________________

By ________________________________

WATER POLLUTION CONTROL AUTHORITY

By ________________________________

CITY OF NORWICH

By ________________________________

SEWER AUTHORITY OF THE CITY OF NORWICH

By ________________________________
Exhibit [X]

Capital Connection Charge

**RESERVED FLOW CAPACITY:**

The Capital Connection Charge payable by the Town is calculated by applying the Sewer Capital Connection Fee then in effect and applicable throughout the City of Norwich to the maximum daily quantity of wastewater discharge expressed in gallons per day (GPD), requested in writing by the Town and agreed to in writing by Norwich. The Sewer Capital Connection Fee shall be converted from Equivalent Dwelling Units to gallons per day using a factor of 1 EDU equals 200 GPD.

Example: In the example reservation capacity calculation (below), the subject TOWN has requested 300,000 gallons per day reserved for their use. The Sewer Capital Connection Fee in effect for this example is $2500 per EDU, which converts to $12.50 per GPD.

**Initial Capital Connection Fee Paid to NPU by the TOWN = 300,000 x $12.50 = $3,750,000**

**Additional Capacity Purchase**

Additional Capital Connection Charges shall be calculated in the same manner as the initial Capital Connection Fee using the values in the Norwich Sewer Capital Connection Fee in effect at the time of the reservation of additional Reserved Flow Capacity and the incremental Reserved Flow Capacity requested by the Town in writing and agreed to in writing by Norwich.
Exhibit [Y]

BOD, TSS and N Surcharges