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CITY OF DANBURY

155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

ENGINEERING DEPARTMENT
(203) 797-4641
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WILLIAM J. BUCKLEY, JR., P.E.
DIRECTOR OF PUBLIC WORKS / CITY ENGINEE

April 27, 2005

Honorable Mark D. Boughton
Common Council
City of Danbury
155 Deer Hill Avenue
Danbury, CT 06810

Dear Mayor Boughton and Common Council Members:

Danbury- Bethel Consolidated Agreement
Water System Interconnection

At the June 2, 2004 Common Council meeting, the request from the Bethel Consolidated Company, Inc. for a water interconnection with the City of Danbury water system in the vicinity of Payne Road was considered and the Corporation Counsel and I were directed to enter into negotiations with Bethel Consolidated Company, Inc. relative to an agreement for said interconnection (reference item 28 of the June 2, 2004 Common Council meeting minutes).

Deputy Corporation Counsel Eric L. Gottschalk and I have been working with the Bethel Consolidated Company, Inc. attorney, since that time. An agreement (copy enclosed) satisfactory to both of us has been developed.

Therefore, we request that the Common Council authorize Mayor Mark D. Boughton to execute this agreement.

If you have any questions, please give me a call.

Very truly yours,

William J. Buckley, Jr., P.E.
Director of Public Works/City Engineer

Encl.

C: Eric. L. Gottschalk, Esq.
Ted backer, Esq.

RECYCLED PAPER

DANBURY - BETHEL CONSOLIDATED AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2004 by and between the CITY OF DANBURY ("Danbury"), its successors and assigns, acting herein by the Honorable Mark Boughton, its Mayor, hereunto duly authorized, and BETHEL CONSOLIDATED COMPANY, INC. ("Bethel Consolidated"), its successors and assigns, acting herein by Richard Steiner, its President, duly authorized.

WITNESSETH:

WHEREAS, Bethel Consolidated is a publicly regulated water company within the Town of Bethel, Connecticut. The Bethel Consolidated Water Company is served in pertinent part, by a well and water tank located at Brookview Drive, Bethel. A portion of the Bethel Consolidated Water System mains which are served by the well and water tank have their terminus at the intersection of Payne Road and Route 6 in Bethel, Connecticut.

WHEREAS, Danbury owns and operates a municipal water system which has a terminus at the intersection of Payne Road and Route 6 in Danbury, Connecticut as shown on Map referred to on Exhibit A.

WHEREAS, Danbury and Bethel Consolidated wish to cooperate with respect to the provision of potable water and water for fire protection for each other's respective water systems in the event of emergencies and/or for maintenance of the Bethel Consolidated Water System water tank on Brookview Drive and for the maintenance of the Danbury Water System.

WHEREAS, Bethel Consolidated, at it's expense, shall design and install a water main interconnection to City of Danbury Engineering specifications, at a location approved by Bethel Consolidated and Danbury at the Payne Road and Route 6 terminus of both systems.

WHEREAS, the parties agree to cooperate in the implementation of the Agreement.

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

1A. Bethel Consolidated, at its expense, shall design and install, to City of Danbury normal and customary engineering standards and specifications, a meter and water main interconnection at a location mutually agreed upon by Danbury and Bethel Consolidated at the terminus of the Danbury and Bethel Consolidated Systems at Payne Road and Route 6. The City of Danbury shall inspect and approve same at completion of construction. It shall be Bethel Consolidated's responsibility to maintain the meter on a schedule acceptable to the Public Utility

Department of the City of Danbury and Connecticut Department of Public Utility Control standards. Copies of periodic meter maintenance reports are to be forwarded to the City of Danbury Superintendent of Public Utilities. It is understood and agreed by the parties hereto, except as otherwise set forth and permitted by this Agreement or for normal and customary maintenance or testing, that the valves at the interconnection would normally be maintained in the closed position.

B. Bethel Consolidated will be responsible for making whatever provisions are necessary to accommodate pressure differences between the City of Danbury water system and the Bethel Consolidated Water System.

C. Bethel Consolidated shall seek approval of the design and interconnection from the City of Danbury Engineering Department, the Connecticut Department of Public Health and (if required) the Connecticut Department of Environmental Protection. Permits to install the facilities will be obtained by Bethel Consolidated.

2.A. The City of Danbury is hereby authorized to sell potable water and water for fire protection to the Bethel Consolidated Company at the interconnection of Route 6 and Payne Road for (i) emergency purposes and/or (ii) for the period of maintenance of the Bethel Consolidated water tank;

B. The Bethel Consolidated Water Company is hereby authorized to sell water to the City of Danbury from the interconnection referred to herein in the event of emergencies in Danbury or the maintenance of the Danbury Water System.

3.A. The sale of water to Bethel Consolidated by the City of Danbury at the interconnection referred to hereinabove for the purposes of and pursuant to this Agreement shall be at the normal rates in effect for City of Danbury customers for the size of the meter approved by the City of Danbury and installed by Bethel Consolidated Company at the rate schedule then in effect at the time the water is sold and pursuant to the normal and customary rules and regulations of the Danbury Water System as may be then in effect for customers of the Danbury Municipal System;

B. In the event Danbury purchases water at the interconnection referred to herein above in Paragraph 3A, the price for water sold from Bethel Consolidated to the Danbury System shall be at the approved rates at the time the water is sold, that Bethel would charge to Bethel Consolidated customers.

C. The entity purchasing the water pursuant to the terms and conditions of this Agreement agrees to restrict water usage in the manner required by the entity supplying water in the event the entity supplying water hereunder has a water emergency.

4. Bethel Consolidated shall provide the City of Danbury three (3) days advance written notice of the purchase of water from the Danbury/Payne Road interconnection when

Bethel Consolidated is undertaking its water tank maintenance program.

5. This Agreement shall remain in effect for twenty-five (25) years from date of execution by both parties. The Agreement may be renewed for an additional twenty-five (25) years by execution of written notice from Bethel Consolidated to City of Danbury.

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

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

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

If to Danbury:

City of Danbury
City Hall
155 Deer Hill Avenue
Danbury, CT 06810
Attention: Mayor

With a Copy to:

Superintendent, Department of Public Utilities
City of Danbury
City Hall
155 Deer Hill Avenue
Danbury, CT 06810

If to Bethel Consolidated:

Bethel Consolidated Company, Inc.
4 Parklawn Avenue
Bethel, CT 06801
Attention: President

With a Copy to:

Bethel Consolidated Company, Inc.
4 Parklawn Avenue
Bethel, CT 06801
Attention: Manager

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their undersigned duly authorized officers as of this _____ day of _____, 2004.

CITY OF DANBURY

_____ By _____
Its

_____

BETHEL CONSOLIDATED COMPANY, INC.

_____ By _____
Its

_____

STATE OF CONNECTICUT:
: ss:
COUNTY OF FAIRFIELD :

On this ____ day of _____, 2004 personally appeared _____ 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 said City of Danbury, before me.

_____
Commissioner of the Superior Court
Notary Public

STATE OF CONNECTICUT:

: ss:

COUNTY OF FAIRFIELD :

On this day of , 2004 personally appeared _____ of Bethel Consolidated Company, 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 said corporation, before me.

_____

Commissioner of the Superior Court
Notary Public