

INTERMUNICIPAL SEWER AGREEMENT

THIS INTERMUNICIPAL SEWER AGREEMENT made and entered into this ____ day of _____ by and between the Town of North Attleborough ("Town"), acting by and through its Board of Public Works, and the City of Attleboro ("City"), acting by and through its Mayor and Municipal Council, both being municipal corporations duly organized under the laws of the Commonwealth of Massachusetts and located in the County of Bristol.

WITNESSETH:

WHEREAS, Chapter 40, Section 4A of the Massachusetts General Laws authorizes a governmental unit therein defined to enter into an agreement with one or more other governmental units to perform jointly any services, activities or undertakings which any of the contracting units is authorized by law to perform; and

WHEREAS, the Town and the City have common borders where it has been determined that sewer services can be more efficiently provided for some of their residents by connecting the sewer lines of the Town and the City to each other's wastewater treatment facility; and

WHEREAS, the Town and the City, pursuant to said Section 4A of Chapter 40 of the General Laws, desire to enter into a written agreement on the terms and conditions herein set forth providing for the connection of certain of their sewer lines to the other's wastewater treatment facility.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the Town and the city mutually agree as follows:

1. Sewer Service Provided by Town. The Town shall accept for disposal in its wastewater treatment facility domestic sewage from not more than one hundred (100) residential homes located in the City in the Kennedy Drive area as shown on the map attached to this Agreement as Exhibit A. Such homes shall be those presently constructed on Kennedy Drive, Colts Way, Claire Drive, Whalen Drive, Orlando Lane, Bambury Lane and Pridemark Lane.

2. Sewer Service Provided by City. The City shall accept for disposal in its wastewater treatment facility domestic sewage from not more than one hundred (100) homes located in the Town in the Lake Como area as shown on the map attached hereto as Exhibit B. Such homes shall be those presently constructed or to be constructed on Loomis Street, Campus Road, Heather Street, Sylvan Drive, England Road, Alicia Drive, Bernice Street, Remington Drive, May Street to Lewis Road, and Lewis Road, the total thereof not to exceed one hundred (100) in number.

3. Joint Responsibilities of Town and City. The Town and the City shall be jointly responsible as follows:

a. The Town shall be responsible for the design, construction, operation, maintenance and cost incurred for any sewers installed by it for the purpose of carrying sewage to the City's wastewater treatment facility, and the City shall be responsible for the design, construction, operation, maintenance and cost incurred for any sewers installed by it for the purpose of carrying sewage to the Town's wastewater treatment facility. The sewer connections shall be made at the first manhole of the receiving facility. The Town shall be the owner of the sewers installed by it, and the City shall be the owner of the sewers installed by it.

b. The Town and the City shall each permit the other to review and accept or reject the plans and specifications proposed by each of them for the construction and connection of said sewers.

c. The Town and the City shall each keep a record of all sewer connections made to the other's wastewater treatment facility. Such records shall at all reasonable times be made available for the inspection of the other party. At each billing made hereunder, the Town and the City shall give each other a list of such sewer connections.

d. The Town and the City grant to each other the right during an emergency to perform maintenance work on any portion of the sewers located in the other's boundaries in order to correct a hazard to public health and safety. In any such situation, telephone contact will be made to the other party advising it of the need for such emergency maintenance.

e. The Town and the City shall each process applications from their residents for connection to the sewer lines as provided for herein in the same manner as applications are processed from their other residents for connection to the Town or City's wastewater treatment facility.

f. The Town and the city will charge their residents for the sewer use provided for herein in the same manner as their other residents are charged for sewer Use. The Town and the City will invoice each other in the manner indicated herein for the cost of the sewer use provided to their residents hereunder.

g. The Town and the City will each abide by any sewer connection moratorium imposed by the other.

h. Compliance with the provisions of this Agreement does not relieve the Town or the City of their obligations to comply with all other applicable local, state and federal laws, regulations, standards and requirements regarding wastewater pretreatment or any other applicable matter, including the Massachusetts Department of Environmental Protection permitting requirements governing the approval of pretreatment system operations pursuant to 257 CMR 2.00.

4. Billing Procedure. The Town and the City will bill each other twice a year for the sewer use charges assessed against their residents under the provisions of this Agreement. Such billing will be done on or about April fifteenth and on or about October fifteenth of each year.

5. Measurement of Sewer Flow. The flow of sewage will be measured annually on or about April first at each connection the Town makes to the city's sewer system and at each connection the City makes to the Town's sewage system. The connections made to the Town's sewer system shall be made at the existing manholes on Orlando Lane, Bambury Lane and Kennedy Drive. The connections made to the city's system shall be

made at existing manholes to be designated. Neither the Town nor the City shall be required to install flow meters. The flow measurement will be done by a reputable and qualified company or by the Town or the city itself if portable flow measuring equipment is acquired by either. The metering devices will remain in place for a period of ten (10) days. The results of the flow measurement shall be furnished to both the Town and the City. In the event unaccounted flow (Inflow/Infiltration) (I/I) exceeds 300 gallons/inch/mile/day based on measurements obtained during low flow conditions (measured between 2:00 A.M. and 5:00 A.M.) all I/I shall be billed at the regular sewer rate which is based on registered flows from residential water meters currently used for the purpose of water rate billing. Said meters shall be replaced at a minimum of 15 year intervals. Additional flow measurements may be taken at lowest seasonal flows, i.e., July or August, and utilized to compute excess flow data. The required April flow data shall assume to occur for the 3 month high ground water period and the July or August data shall represent the 9 month low flow water period. The flow data from the high and low ground water period shall be used to compute the annual I/I rate to determine the additional monthly billing for I/I flow. In the event infiltration exceeds 2,000 gallons/inch/mile/day corrective measures shall be instituted.

6. Term. The term of this Agreement shall begin on September 1, 1996, and shall continue in effect for a period not to exceed twenty-five (25) years, subject to the right of either the Town or the City to terminate this Agreement, pursuant to the provisions of Chapter 40, Section 4A, at the end of any fiscal year upon the giving of at least sixty (60) days written notice prior to the end of such fiscal year. It is understood and agreed that, if this Agreement is so terminated, any sewer connections made under this Agreement and any applicable provisions hereof relating thereto, including the provisions of paragraphs 1, 2, 4 and 5, shall remain in effect until such time as the Town or the City, as the case may be, is able to connect such sewer users to its own wastewater treatment facility.

7. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto and supersedes any prior agreement and understanding between them relating to the Subject matter of this Agreement. This Agreement may be modified or amended only by a duly authorized written instrument executed by the parties hereto.

8. Severability. If any provision of this Agreement is found to be invalid or unenforceable in whole or in part, the remaining provisions shall nevertheless be binding with the same effect as though the void parts were deleted.

IN WITNESS WHEREOF, the Town and the City have executed this Agreement by their duly authorized representatives on the day and year first above written.

TOWN OF NORTH ATTLEBOROUGH
CITY OF ATTLEBORO

AMENDMENT TO INTERMUNICIPAL SEWER AGREEMENT

THIS AGREEMENT made and by entered into this and between the Town of North Attleborough ("Town"), acting by and through its Board of Public Work, and the City of Attleboro ("City"), acting by and through its Mayor and Municipal Council, both being municipal corporations duly organized under the laws of the Commonwealth of Massachusetts and located in the county of Bristol.

WITNESSETH,

WHEREAS, the Town and the City on August 20, 1996, entered into an Intermunicipal Sewer Agreement, pursuant to Chapter 40, Section 41 of the Massachusetts General Laws providing for the connection on the terms and conditions set forth therein "Of certain of their sewer lines to the other": wastewater treatment facility; and

WHEREAS, the Town and the City desire to amend said Agreement to provide for the connection to each other's wastewater treatment facility of additional residential homes constructed or to be constructed in the areas designated herein.

NOW, THEREFORE, the Town and the City mutually agree as follows:

1. Paragraph 1 of said Agreement is hereby amended to read as follows:

Sewer Service Provided by Town. The Town shall accept for disposal in its wastewater treatment facility domestic sewage from not more than one hundred (100) residential homes located in the City in the Kennedy Drive area as shown on the map attached hereto as Exhibit A, and from not more than fifty (50) residential homes located in the City in the Clifton Street area. Such homes shall be those presently constructed or to be constructed on Kennedy Drive, Colts Way, Claire Drive, Whalen Drive, Orlando Lane, Bambury Lane, Pridemark Lane, Clifton Street from I-95 northerly to the Town line, and MacDonald Lane, the total thereof not to exceed one hundred fifty (150) in number.

2. Paragraph 2 of said Agreement is hereby amended to read as follows,

Sewer Service Provided by City. The City shall accept for disposal in its wastewater treatment facility domestic sewage from not more than one hundred (100) residential homes located in the Town in the Lake Como area as shown on the map attached hereto as Exhibit B, and from not more than fifty' (50) residential homes located in the southern section of the Town or in such other area of the Town as may be agreed upon. Such homes shall be those presently constructed or to be constructed on Loomis Street, Campus Road, Heather Street, Sylvan Drive, England Road, Alicia Drive,

Bernice Street, Remington Drive, May Street to Lewis Road, Lewis Road and on such other: streets and roads to be designated and which are located on the southern section of the Town or in such other area of the Town as may be agreed upon, the total thereof not to exceed one hundred (100) in number.

3. It is understood and agreed that, except for said amendment, the provisions of said Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Town and the City have executed this Agreement by their duly authorized representatives on the day and year first above written.

TOWN OF NORTH ATTLEBOROUGH

CITY OF ATTELBORO

SECOND AMENDMENT TO INTERMUNICIPAL SEWER AGREEMENT

Agreement made this ___ day of ____ by and between the Town of North Attleborough acting through its Board of Public Works having a mailing address at _____, North Attleborough, Massachusetts 02760 (hereinafter the Town) and the City of Attleboro, having a mailing address at _____, Attleboro Massachusetts 02703 (hereinafter the City).

Recitals

- a) The parties entered into an Intermunicipal Sewer Agreement dated August 20, 1996 (hereinafter the Original Agreement).
- b) The parties mortified the Original Agreement by an Amendment dated April 4, 1997 (hereinafter the first Amendment).
- c) Under the Original Agreement as modified by the First Amendment, the Town allocated one hundred fifty (150) domestic sewer connections at its wastewater treatment plant for houses in the City; and the City allocated one hundred fifty (150) domestic sewer connections at its wastewater treatment plant for houses in the Town.
- d) The parties desire to further amend the Original Agreement.
Now therefore in consideration of the foregoing and the covenants contained herein the parties agree as follows:

1. The Town shall accept for disposal in its wastewater treatment facility domestic sewage from thirty-three (33) additional residential homes located in the City on land shown as Lot 12, Lots 39-47, and Lots 54-76 on a plan entitled "Rolling Hills Estates, Section VI Colts Way & Kennedy Drive Attleboro, MA" by Boardman Engineering dated 1\priI10, 2000 and last revised June 4, 2003. The thirty-three (33) sewer

connections allowed by this Section 1 are in addition to the connections previously allocated to the City by the Town under the Original Agreement as modified by the First Amendment.

2. The City shall accept for disposal in its wastewater treatment facility domestic sewage from thirty-three (33) additional residential homes from locations in the Town to be reasonably designated by the Town. The City shall accept the locations designated by the Town provided said locations are compatible with the efficient operation of the wastewater treatment plant and facilities of the City. The thirty-three (33) sewer connections allowed by this Section 2 are in addition to the connections previously allocated to the Town by the City under the Original Agreement as modified by the First Amendment.

3. All terms and conditions of the Original Agreement and the First Amendment remain in full force and effect except as expressly modified herein.

Executed by duly authorized representatives of the Town and the City on the date first above written.

Town of North Attleborough
By Its Board of Public Works

Town Counsel
Town of North Attleborough
Approved as to Form

City Solicitor
City of Attleboro

City of Attleboro
By Its Mayor

THIRD AMENDMENT TO INTERMUNICIPAL SEWER AGREEMENT

Agreement made this ___ day of _____ by and between the Town of North Attleborough, acting through its Board of Public Works, having a mailing address at _____, North Attleborough, Massachusetts 02760 (hereinafter the Town) and the City of Attleboro, having a mailing address at _____ Attleboro, Massachusetts 02073 (hereinafter the City).

Recitals

a) The parties entered into an Intermunicipal Sewer Agreement dated _____ (hereinafter the Original Agreement).

- b) The parties modified the Original Agreement by an Amendment dated _____ (hereinafter the First Amendment).
- c) The parties modified the Original Agreement a second time by an Amendment dated _____ (hereinafter the Second Amendment).
- d) Under the Original Agreement as modified by the First and Second Amendments, the Town allocated one hundred eighty-three (183) domestic sewer connections at its wastewater treatment plant for houses in the City; and the City allocated one hundred eighty-three (183) domestic sewer connections at its wastewater treatment plant for houses in the Town.
- e) The parties desire to further amend the Original Agreement.

Now therefore in consideration of the foregoing and the covenants contained herein the parties agree as follows:

1. The Town shall accept for disposal in its wastewater treatment facility sewage from the parties of the expanded Wal-Mart Store located in the City in the vicinity of Washington Street. The sewer connection allowed by this Section 1 is in addition to the connections previously allocated to the City by the Town under the Original Agreement as modified by the First, Second and Third Amendments.
2. All terms and conditions of the Original Agreement and the First and Second Amendments remain in full force and effect except as expressly modified herein.

Executed by duly authorized representatives of the Town and the City on the date first above written.