

APPENDIX O

**INTERMUNICIPAL AGREEMENT BETWEEN
TAUNTON AND DIGHTON FOR SEWER SERVICE**

Dis

CONTRACT BETWEEN THE TOWN OF DIGHTON AND
CITY OF TAUNTON FOR JOINT USE OF TAUNTON'S
WATER POLLUTION CONTROL FACILITY AND SEWAGE
COLLECTION SYSTEM

THIS AGREEMENT, made and entered into this 3^d day of January, 1979, by and between the City of Taunton in the County of Bristol acting through its Mayor, authorized by Order of the City Council # _____ dated August 21, 1973, hereinafter called the "City" and the Town of Dighton in the County of Bristol acting through its Board of Selectmen authorized by vote of town meeting dated _____, 19____, hereinafter called the "Town" both Municipal Corporations within the Commonwealth of Massachusetts, witnesseth that

WHEREAS the City owns, operates and maintains a wastewater treatment plant and a sewage collection system and is required to take necessary measures to abate pollution by standards set under the Massachusetts Clean Water Act to increase its capacity and improve its effectiveness by additional construction thereto, and

WHEREAS the Town plans to construct a sanitary sewerage system within the boundaries of the Town, and

WHEREAS, it is deemed in the best interests of both parties that the Town dispose of its sewage through the sewerage collection and treatment works of the City rather than construct and maintain a sewage treatment plant of its own

WHEREAS Chapter 40, Section 4 of the General Laws of the Commonwealth of Massachusetts enable the said City and Town to enter into such an agreement.

NOW THEREFORE, IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

1. The City and the Town hereby agree to conform to the terms of this Agreement. During the period of the agreement the City shall receive and dispose of wastes delivered to the City's system to the best of its ability.

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The Town agrees to save the City harmless from any damages to the Town in the event of the failure or inadequacy of the plant to treat wastes delivered by the Town which may result from negligence by the Town. The City agrees to save the Town harmless from any damage whatsoever in the event of failure or inadequacy of the plant to treat wastes delivered to the plant which may result from negligence by the City.

2. The Town agrees to adopt such rules, regulations and/or by-laws as are necessary to secure compliance by system users with the standards provided for within this Agreement or as otherwise may be amended and to ensure conformity with the requirements of any agency of the City, Commonwealth of Massachusetts, or any other governmental agency which might have jurisdiction covering its system. The Town agrees to take all reasonable means to inspect the system during construction and operation and to enforce such rules, regulations and/or by-laws. The City shall have the right to require the Town to take appropriate legal action against any system user to enforce compliance with the terms of this Agreement. The City, upon ample notice, shall have the right to request the Town to shut off collection service to any system user who is in violation of the rules, regulations and/or by-laws of the Town.

TERMS OF CONTRACT

1. The City shall finance, plan, construct, and maintain a sewer, pumping station and force main called the Somerset Avenue Interceptor, generally described as follows:

Beginning at a manhole and meter pit on the east bank of the Three Mile River south of the Warner Boulevard bridge thence running southerly to a pumping station near Railroad Avenue; from the aforementioned pumping station continuing as a force main along South Street and discharging into a gravity sewer flowing easterly along Somerset Avenue, Baker Road, across lots and along the Penn Central Railroad to an existing manhole on West Water Street.

2. The City shall finance, plan, construct, add to, improve, operate and maintain facilities that will serve to convey and treat (as provided by the Laws of the Commonwealth) the sewage from both parties. The City shall install suitable devices to measure and record the total volume of waste treated at the plant, and shall at all times afford the Town access to the meter and to flow records for inspection, which records shall be mailed to the Dighton Sewer Commission on a quarterly basis.

3. The Town shall finance, plan and construct a town sewerage system and may connect with and into the City system at the aforementioned terminal manhole to be constructed by the City.

4. The Town shall deliver sewage to the aforementioned terminal manhole at an average rate not exceeding .610 million gallons per day and at no time shall the sustained peak flow exceed a rate of 1,100 gallons per minute for longer than one hour in each continuous period of three hours unless and until otherwise agreed by the parties. The characteristics of wastes delivered by the Town shall conform to the requirements of wastes permitted by the City, under its sewer ordinance, as issued and amended from time to time.

It is expected that the Town may extend its sewerage system so that sewage flows from Dighton will exceed the rate of flow mentioned above. To prepare for this eventuality, the parties will jointly plan, finance and construct additional sewers, pumping stations, and all other necessary works to enable the sewage flows from Dighton to be conveyed to the City's sewage treatment facilities.

5. The Town shall at its own expense furnish and install a suitable flow-measuring and recording device acceptable to the City to record the flow of waste from the Town's sewerage system into the City's sewerage system. The Town shall be responsible for the operation of the metering

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installation and shall pay all maintenance, service and repair costs thereon.

6. The Town shall pay to the City within ninety days from the date the town is enabled the use of the aforementioned facilities a sum equal to the total of the following:-

a) Fifty percent (50%) of the Net Capital Cost to the City of the Somerset Avenue Interceptor, Pumping Station and force main.

Net capital cost for the Somerset Avenue Interceptor shall include the total cost of planning, surveys design, construction and equipment costs, engineering supervision, inspection, legal costs, cost of acquiring real or personal property in the City for said purpose hereunder, fiscal costs, financing costs, and all other costs of borrowing in anticipation of Federal and State grants hereafter incurred, less any Federal or State grants allocated and received for the Somerset Avenue Interceptor which includes the interceptor, pumping station, and force main.

b) Five and one-half percent (5½%) of the principal on the debt service bonds remaining to be paid by the City for the existing sewage treatment facilities on the date the Town is allowed its use.

c) Five and one-half percent (5½%) of the Net Capital Cost to the City of additions to the wastewater treatment facility to be constructed by the City.

7. In addition, the Town shall pay to the City a proportionate share of the yearly cost of operating and maintaining the City's treatment facilities, the sewer, pumping station, and force main called the Somerset Avenue Interceptor as described in paragraph 1.

The yearly operating and maintenance cost shall be the total expense incurred in operating, supervising and maintaining the sewage collection and treatment facilities in the City of Taunton. The proportionate share

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of the Town of these costs shall be determined by its contribution of flow and the strength of its wastes relative to BOD (Biochemical Oxygen Demand) and SS (Suspended Solids) as metered and monitored at its entrance to the City's Collection System, as compared to the total flow, BOD and SS metered and monitored at the City of Taunton's waste water treatment facility. The volume of flow used in computing the Town's contribution shall be based upon readings obtained by suitable equipment installed, operated and maintained by the Town. The City shall have access to said meters during normal business hours. In the event that metering equipment is temporarily out of order or service for any reason, the volume will be estimated by the City on a mutually agreeable basis.

The determination of the character and strength of the wastes from the Town shall be based on a 24 hour composite sample which the City or its authorized agent shall make quarterly and the Town shall be furnished copies of such determinations. The Town may, however, at its expense conduct its own sampling program and submit the results to the City. All sampling and laboratory procedures shall be in accordance with the latest edition of "Standard Methods for the Examination of Water and Wastewater" published jointly by the Public Health Association, the American Water Works Association and the Water Pollution Control Federation. The yearly cost of operating and maintaining the Somerset Avenue Interceptor shall be the total annual expense incurred in operating, supervising and maintaining the Somerset Avenue Interceptor, and the proportionate share of the Town of these costs shall be determined by its contribution metered at the entrance to the interceptor as compared to the total gallonage as metered at the entrance of the interceptor into the existing manhole on West Water Street.

The City shall maintain adequate records to facilitate an accurate

computation of the amounts due from the Town. Such records shall be open for inspection by authorized representatives of the Town. Prior to the establishment of any rate changes, the City of Taunton shall consult with representatives of the Town of Dighton for the purpose of allowing the representatives to become fully aware of all factors bearing on the proposed rate change, and to participate in such discussions and meetings regarding such changes. The determination of the Town's share of the costs shall be made for each three month period, i.e. quarterly. The Town will be billed and receive a statement showing the basis of the charges within the month following the end of the quarter. The charges for operation and maintenance for the first three quarters of the calendar year will be based upon estimates by the City. The charge for the fourth quarter shall be based upon the actual expenses for operation and maintenance for the calendar year as defined herein, less payments made by the Town for the first three quarters. Quarterly bills shall be payable by the Town not later than 30 days after submission of the quarterly statement by the City.

For purposes of this Agreement, operation and maintenance costs shall include, but not be limited to the following: total direct plant labor cost to the City, maintenance and repairs, chemicals, power, fuel, utilities, supplies, equipment, replacement, engineering and legal costs and consulting services attributable directly to the operation and maintenance of said facilities, together with an overhead charge of ten percent.

8. In the event that the City must undertake major repairs, replacement or add to joint sewage collection and treatment facilities or is directed or ordered to provide a higher degree of treatment in the future, or to otherwise modify the process from that contemplated at the time of execution of this Agreement, the net capital cost of such replacement or additional facilities shall be apportioned between all the Parties using the facility in the

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ratio of their daily flow, Biochemical Oxygen Demand and Suspended Solids, or other appropriate parameters at the time said additional facilities are required. The procedure for payment by the Town to the City shall be determined by mutual agreement prior to the completion of said replacement or additional facility.

In the event that any industrial user as defined in 40 CFR Sec. 35.908-8 connects to the Town's sewerage system, the Town will take all necessary and appropriate steps to adopt an acceptable Industrial Cost Recovery System, and the Town agrees to remit to the City such amounts recovered from the Town's industrial users as are appropriate and attributable to grants for treatment works in the City.

The City agrees to accept and treat at its treatment facility, wastes from Dighton's septic tanks, seepage pits, and cesspools provided that all persons operating vacuum or "cesspool" pump trucks desiring to discharge these wastes to the facility shall first acquire a trucker's discharge permit from the Dighton Board of Health, make payment for treatment costs at the same rates fixed from time to time by the City for wastes from Taunton, and subject to the conditions of the City's sewer use ordinance regulating trucker's discharges.

9. Either Party shall have the right to any unused plant capacity for a period of time mutually agreed upon.

10. This Agreement shall expire on the thirty-first day of December in the year Two Thousand unless terminated prior to this date by mutual agreement. The Town of Dighton shall have the option to extend this Agreement for another period of twenty years duration. Notice for intended renewal shall be served at least one year prior to the expiration date of this Agreement.

11. No failure or delay in performance shall be deemed to be a breach

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of this Agreement when such failure or delay is occasioned by or due to any Act of God, strike, lockout, war, riot, epidemic, explosion, sabotage, breakage or accident to machinery or lines of pipe, the binding order of any court or governmental authority or any other cause whether of the kind herein enumerated or otherwise not within the control of the party against whom a breach is alleged, provided that no cause or contingency shall relieve the Town of its obligation to make payment for wastes delivered to the plant.

12. The Parties hereto agree that any dispute arising between the City and the Town relating to interpretation of this Agreement which cannot be by negotiation between the parties shall be submitted to Arbitration. Each Party shall appoint one arbitrator, and the two appointed arbitrators shall appoint a third arbitrator. The decision of the arbitrators shall be final. Under no circumstances shall there be any interruption in service to the Town.

CONDITIONAL EXECUTION OF CONTRACT

This agreement is made conditional on the vote of the duly qualified electors of the Town of Dighton at a regular or special financial Town meeting and to authorize the Board of Selectmen to contract with the City of Taunton to dispose of its sewage through the sewerage collection and treatment works of the City.

IN WITNESS WHEREOF, the City of Taunton has caused this instrument to be executed and its corporate seal hereto affixed by its Mayor, and the Town of Dighton has likewise caused this instrument to be executed and its seal hereto affixed by its Chairman, Board of Selectmen, both hereto duly authorized upon the day and date first above written.

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DORCHESTER, MASS. 02780

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TOWN OF DIGHTON
MASSACHUSETTS

Edward J. Luter

Maryna B. Adams

Charles P. Terry
Selectmen

Approved as to Form:

Peter Gay
Dighton Town Counsel

CITY OF TAUNTON
MASSACHUSETTS

Jack T. Haral

Robert W. Studer
Chairman, ~~Board of~~

COMMITTEE ON THE DEPARTMENT
OF PUBLIC WORKS

Approved as to Form:

James M. By
Taunton City Solicitor,
Special Assistant
In the Presence of:

TOWN OF DIGHTON
MASSACHUSETTS

Edward P. Luter

Murphy B. Adams

Charles P. Terry
Selectmen

Approved as to Form:

Peter S. Gay
Dighton Town Counsel

CITY OF TAUNTON
MASSACHUSETTS

Jack A. Haral

Walter W. Studdie
Chairman, ~~Board of Public Works~~

Approved as to Form:

James M. D.
Taunton City Solicitor,
Special Assistant
In the Presence of:

COMMITTEE ON THE DEPARTMENT
OF PUBLIC WORKS

WALTER W. STUDDIE
ATTORNEY AT LAW
ROADWAY
DIGHTON, MASS. 02700
TEL. 2671

AGREEMENT

EX A J
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RECEIVED
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SEWER COMMISSION

This Agreement made this 13th day of March, 1986, by and between Northbay Construction Corp. of 48 Taunton Green, Taunton; Massachusetts, hereinafter referred to as the "Contractor", and the Town of Dighton Sewer Commission hereinafter referred to as the "Commission", a duly establish municipal government agency with offices at Town Hall; Town of Dighton.

WHEREAS, the Contractor desires at its cost to lay and install a sewer line along South Walker Street, City of Taunton, to the existing sewer line within the Town of Dighton at the corner of Summer and Forest Streets, as per plans attached; and

WHEREAS, the Commission has approved this installation and the tie-in of this sewer line; and

WHEREAS, the Town's Engineering consultant, Tibbetts Engineering, Inc. has also approved said Plan;

NOW THEREFORE, it is hereby agreed as follows:

1. The Contractor shall lay and install the sewer line in accordance with the plans and specifications attached hereto and under the supervision of Tibbetts Engineering and the appropriate Town Officials.
2. The tie-in fee for each single family dwelling shall be Four Hundred Forty-Three and 20/100 (\$443.20) Dollars per single family dwelling actually tied into the system from the Northbay Construction, Corp. site in Taunton, known as Nichols Mills.
3. The parties agree that the maximum number of single family dwellings to be tied into the system by the Contractor, shall be seventy (70).
4. The parties further agree that the sewer line shall ultimately be turned over to and become the property of the City of Taunton. The City and the Town have, by separate agreement, mutually set forth the procedure to be used for the collection of the annual user fees and expenses to be assessed.

FOR NORTHBAY CONSTRUCTION CORP.

By 

FOR THE TOWN OF DIGHTON SEWER COMMISSION

By  000672

AGREEMENT

This Agreement made this 24th day of April, 1986 by and between the Town of Dighton, acting by and through its Board of Sewer Commissioners, hereinafter referred to as the "Town" and the City of Taunton, acting by and through its Sewer Division, Department of Public Works, hereinafter referred to as the "City".

WHEREAS, the Town has made an Agreement with NorthBay Construction Corp. (copy attached) to accept into the Town Sewer System certain sewage from homes located on South Walker Street and Nichols Mills Subdivision, said homes located within the City of Taunton; and,

WHEREAS, by accepting said homes into its Sewer Collection System, the Town has granted a benefit to residents of the City; and

WHEREAS, the Town sewer system deposits into the Sewer Collection System and sewer treatment facility owned and operated by the City; and

WHEREAS, the City desires to provide a system to credit the Town for its service to City residents on South Walker Street and Nichols Mills;

NOW THEREFORE, it is agreed as follows:

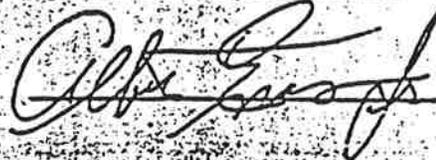
1. Upon completion of the construction project and the tie-in of sewer systems at the Town facilities the Town shall receive said sewerage and pump it through the Town system to the City system for treatment at the City's waste water treatment plant.
2. The sewage accepted by the Town shall be accurately measured per million gallons from the entry point into the Town system.
3. The City shall credit the Town for the amount of sewage accepted from the South Walker Street tie-in on its fourth quarter statement each year. The credit shall be equal to the actual charge to the Town (per million gallons) plus a percentage credit of the actual Town costs for operation of this portion of its sewer system, as determined by a fraction, the

numerator being the flow accepted from South Walker Street and the denominator being the total flow through this portion of the Town system.

This fraction shall be multiplied by the actual cost of operation to establish the actual total credit to be applied.

4. The City shall charge the homeowners connecting into said system the regular sewer user fee as established by the City of Taunton and any surcharge necessary to meet operating expenses.

For the Town of Dighton,
By Its Sewer Commission



For the City of Taunton
By Its Mayor, Richard Johnson



Accepted

Taunton Sewer Division
By Herman Ferreira

GAY & GAY
ATTORNEYS AT LAW
WASHINGTON ST.
P. O. BOX 993
TAUNTON, MASS. 02780

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