



City of Fall River
Massachusetts
Department of Community Utilities
WATER • SEWER

C. SAMUEL SUTTER
Mayor

TERRANCE SULLIVAN
Administrator

April 29, 2015

Mr. Leroy Kendricks
Tiverton Wastewater District
86 Main Road
Tiverton, RI 02878

RE: Intermunicipal Agreement

Dear Mr. Kendricks:

Enclosed please find a copy of the fully executed Intermunicipal Agreement for Wastewater Treatment between Tiverton and the City of Fall River.

Sincerely,


Terrance J. Sullivan
Administrator of Community Utilities

TJS/omc

Enclosure

**AGREEMENT FOR WASTEWATER TREATMENT
BETWEEN
CITY OF FALL RIVER, MASSACHUSETTS
AND THE TIVERTON WASTEWATER DISTRICT**

THIS AGREEMENT, made and entered into this 31 day of March 2015, by and between the City of Fall River, a Municipal Corporation within the Commonwealth of Massachusetts, in the County of Bristol, acting through its Sewer Commission, hereinafter called the "City", party of the first part, and the Tiverton Wastewater District, created by a Special Act of the Legislature of the State of Rhode Island and Providence Plantations, hereinafter called the "District", party of the second part, and

WHEREAS, THE City owns and operates a wastewater treatment works in order to treat wastewater originating in the District and the City, and

WHEREAS, the District intends to discharge into the City wastewater collection and/or treatment works, sanitary and/or industrial wastewaters for treatment at the City's wastewater treatment works, and

NOW THEREFORE, in consideration of these premises and mutual benefits to be derived by the parties hereto, an Agreement is prepared in the following form:

SECTION 1. DEFINITIONS

Section 1.1 – For the purpose of this Agreement, the following terms are defined:

1.1.1 "Average Daily Flow" shall mean the total annual flow as measured at the metering station and/or agreed points of discharge, divided by the number of days in the year.

1.1.2 "Biochemical Oxygen Demand" (BOD) shall mean the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five (5) days at 20 degrees Centigrade (68 degrees Fahrenheit) expressed in milligrams per liter by weight (or pounds per day).

1.1.3 "Industrial Wastes" are the liquid wastes, other than sanitary sewage, resulting from manufacturing and/or industrial operations or processes or drains.

1.1.4 "Maximum Daily Flow" shall mean the maximum flow recorded at the metering station and/or agreed points of discharge during a 24-hour period during any calendar year.

1.1.5 "Metering Station" shall mean a suitable facility for measuring, recording, and totalizing the flow of wastewater from the District to the Fall River Sewer System.

1.1.6 "Sanitary Sewage" shall mean sewage discharging from the sanitary conveniences such as toilets, washrooms, urinals, sinks, showers, drinking fountains and from kitchens, restaurants, cafeterias and floor drains from industrial, manufacturing or process areas essentially free of industrial wastes or toxic materials.

1.1.7 "Shall" is mandatory; "may" is permissive.

1.1.8 "Total Suspended Solids" (abbreviated TSS) shall mean solids that either float on the surface of, or are in suspension in water, or sewage, or wastewater, or other liquids and which are removable by laboratory filtering, expressed in milligrams per liter by weight (or pounds per day).

1.1.9 "User Charges" shall mean a charge levied on users of the wastewater facilities for the cost of operation and maintenance.

1.1.10 "Wastewater" shall mean the spent water of the participating municipalities and may be a combination of the liquid and water carried wastes from residences, commercial buildings, industrial plants and institutions, together with any infiltration/inflow that may be present.

1.1.11 "Wastewater Treatment Facilities" shall mean all facilities for collection, conveying, pumping, treating and disposing of wastewater.

1.1.12 "District Flow" means the amount of average daily flow of wastewater flowing into the City from the District.

SECTION 2. RESPONSIBILITIES OF CITY

Section 2.1

The City shall operate and maintain the City's wastewater treatment facility.

Section 2.2

The City shall receive and dispose of the District's sanitary and industrial wastewater provided the District 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 or in accordance with any applicable local, State or Federal regulations.

Section 2.3

The City shall receive the District's wastewater at a location or locations mutually agreeable to both parties, all physical connections being subject to the approval of the City.

SECTION 3. RESPONSIBILITIES OF THE DISTRICT

Section 3.1

The District shall maintain the existing wastewater collection facilities, including any Flow Metering Stations or Flow Meter Facilities. If the District expands sewer services to other areas not currently serviced by the District, the District shall be responsible for financing, planning, constructing and maintaining such wastewater collection facilities. Expansion of sewer services to other areas of the District would require approval by the City if District flow exceeds the District's allotted flow.

Section 3.2

Characteristics of wastewater delivered to the City's wastewater treatment works by the District and/or any users within the District shall conform to the requirements of wastewater permitted by the City, under its sewer use ordinance as issued and amended from time to time and all applicable local, State and Federal regulations.

Section 3.3

The District agrees to adopt such rules, regulations and/or by-laws as are necessary to secure compliance by District 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, the Commonwealth of Massachusetts, or any other governmental agency which may have jurisdiction covering the system. The District agrees to enforce such rules, regulations and/or by-laws. The City shall have the right to require the District to take appropriate legal action against any user connected to the District's sewer collection system to enforce compliance with the terms of this Agreement and user fees owed to the City.

Section 3.4

As the City has implemented a federally approved Industrial Pretreatment Program and retains the responsibility to protect the Treatment Facility and receiving waters from industrial interference, the District shall convey the right to the City to take appropriate legal action against any system user to enforce compliance with the District's Sewer Use Ordinance. This includes, but is not limited to requiring industrial users to self monitor their discharge and report the results of Self Monitoring activities to the City as prescribed in the industrial user's Discharge Permit; install the proper pretreatment systems if necessary; to submit to inspections for the purpose of documenting compliance; to allow the City to issue industrial discharge permits; and to levy fines or terminate discharge rights for continued non-compliance. All significant industrial users shall obtain and maintain an industrial discharge permit with the city and any other applicable permits.

Section 3.5

The District agrees that the discharge of sanitary and/or industrial wastes containing heavy metals, cyanide and/or toxicity will not be allowed. All wastes to be discharged must be in accordance with the City's Industrial Pretreatment Guidelines presently in effect or any other which may take effect in the future.

Section 3.6

The District hereby agrees that at no time will they intentionally allow the discharge of wastewaters which are economically and/or technically more burdensome to treat than those described in this Section.

Section 3.7

The District hereby agrees that stormwater will not be allowed to enter the sewer system, and inflow and infiltration will be reasonably controlled and minimized.

SECTION 4. TERM

The term of this Agreement shall continue for 20 years from the date of execution. At the end of the 20 year term; the Agreement shall continue from year to year thereafter until a new Agreement is executed. Given the infrastructure investment, the critical public health and environmental protection issues related to this agreement; it is the intent of both parties to work to keep this agreement and future amendments continuous for the protections noted herein.

SECTION 5. IMPLEMENTATION

Section 5.1

The City agrees to provide wastewater treatment facilities with a portion of the capacity allocated to treat wastewater from the District. The capacity allocated to the District is 2.0 Million Gallons of average daily flow in any month and a peak flow not to exceed 6.0 Million Gallons in any day. This capacity limit may be adjusted by mutual agreement and addenda to the agreement.

Section 5.2

The District shall be allocated 4,170 pounds per day of BOD and 4,170 pounds per day of TSS.

SECTION 6. IMPACT FEE TO NEW USERS

Section 6.1

All new connections (newly constructed residential, commercial and industrial buildings) to the collection system shall pay a onetime fee to the City of \$1.00 per gallon of the projected flow. Appendix A identifies standard flow projections for various types of residential, commercial and industrial establishments. Non standard facility flow projections not outlined in Appendix A shall be subject to reasonable engineering practices and estimates. The City retains the right for final approval of flow projections. A summary of said payments shall be included in the summary of wastewater flows submitted quarterly by the District.

Existing residential and commercial property shall be exempt from this section except for significant expansion of commercial or industrial property. Municipal buildings shall be exempt from this section. For large new industrial or commercial customers projected to exceed a flow of 25,000 gallons per day, the maximum onetime impact fee shall be limited to \$25,000.

SECTION 7. PAYMENTS: OPERATION MAINTENANCE

Section 7.1

7.1.1 The District shall make payments towards the costs of operation and maintenance of the wastewater treatment facilities on the following basis: The District shall pay for the total sewer flow discharged on a per gallon basis at a rate as follows:

- a.) The District guarantees that 30,000,000 gallons per fiscal year (40,107 ccf/year) shall be purchased and paid for regardless of use at the current rate of \$6.49/ccf. For fiscal years 2016 and 2017 the minimum shall be 29,000,000 gallons per fiscal year. The fiscal year shall be July 1 to June 30. This rate is 55% above the standard rate charged to Fall River customers ($\$4.19/\text{ccf} \times 1.55 = \$6.49/\text{ccf}$). If user charges identified in Section 74 of Appendix A of the Fall River Revised Ordinances are increased or decreased, the District rate shall be increased or decreased by the same proportionate percent.
- b.) For sewer discharge above 30,000,000 gallons per fiscal year, the District shall pay at a rate that is 5% above the rate charged to Fall River customers. The current Fall River rate is \$4.19/ccf, therefore the rate charged to the District would be \$4.39/ccf ($\$4.19/\text{ccf} \times 1.05 = \$4.39/\text{ccf}$). If user charges identified in Section 74 Appendix A of the Fall River Revised Ordinances are increased or decreased, the District rate shall be increased or decreased by the same proportionate percent.
- c.) Said 30,000,000 gallons per fiscal year (40,107 ccf/year) shall be cumulative over the fiscal year and not mandated on a monthly basis. Billing frequency can be monthly or quarterly upon agreement by the City and the District.

- 7.1.2 Any costs associated with the operation and maintenance and/or capital repairs for the District's sewer system shall be borne 100% by the District.
- 7.1.3 The District is responsible for assuring that all sources of sewer use in the District are properly accounted for.
- 7.1.4 Failure of the District to make payments within 30 days due can be cause for application of interest charges at 14% per annum.

SECTION 8. MEASUREMENT OF FLOW AND SAMPLING OF WASTEWATER

Section 8.1

The volume of flow used in computing the District's payments shall be based upon readings obtained by suitable flow measurements and recording devices (subject to approval by the City) operated and maintained by the District. The preferred method of measuring flow into the city is by mass flow meters located at each point where wastewater is discharged into the City. Currently three (3) points meet this criteria, the 24" Diameter gravity sewer in Foote Street, the Pumping Station at Mill Street and the Pumping Station at Hurst Lane. It is agreed that, currently there is insufficient flow at Foote Street (the bulk of the wastewater flow into the City) to allow the metering station to accurately measure flow. Until such time as the flow increases to a point where wastewater flow can be accurately measured, the City agrees to accept sewer usage payments based upon water consumption measurements of the North Tiverton Fire District, and/or Stone Bridge Fire District. Users who rely on private wells and are not serviced by the Fire Districts or Water Authorities shall install water meters.

8.1.1 It shall be the responsibility of the District to read said water meters and insure that they accurately record the amount of water used by these customers. In the event that a water meter is not available then flow shall be based upon the projected flows as detailed in APPENDIX A or an agreed upon alternate daily flow agreed upon in advance by the City.

8.1.2 The District shall be responsible for inspecting and maintaining the accuracy and reliability of all flow metering and recording equipment. All costs incurred by the District to inspect and maintain flow recording devices and equipment shall be borne by the District. The City shall be advised of the results of any test on the equipment and the methods employed.

Section 8.2

The City and District hereby agree that the determination of character and concentration of wastewater and the associated sampling technique 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 (APHA), the American Water Works Association (AWWA)

and the Water Environment Federation (WEF), or any other method mutually agreed upon by the City and District.

8.2.1 The sampling and determination of the character and concentration of District's wastewater shall be performed by the District if needed. The sampling location will be mutually agreed upon by the District and the City. All costs for sampling and analysis shall be the responsibility of the District.

8.2.2 Samples shall be collected by the District in such a manner as to be representative of the actual quality of the wastewater if needed.

8.2.3 The results of the wastewater sampling and analytical program shall be reported to the City upon request and in accordance with the City's Industrial Pretreatment Program.

8.2.4 The City shall be given full and free access to the District's wastewater metering station (s) as required for the purposes of inspection, measurement, sampling and testing.

8.2.5 In the event the metering equipment is temporarily out of order or service for any reason the volume of wastewater and strength will be based on the period representing the highest volume and strength unless otherwise agreed by both parties on the basis of past experience.

8.2.6 The District shall notify the Sewer Commission immediately in the event that the metering equipment is out of order or service.

8.2.7 The District shall be responsible for facilitating repairs of the metering equipment and the costs associated with said repairs.

SECTION 9. RESERVED

SECTION 10. CAPITAL IMPROVEMENTS

In the event that the City must undertake major repairs, replacement, or add to the joint wastewater 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 included in the user fee.

SECTION 11. RECORDS AND ACCESS

Section 11.1

The City and District shall maintain complete and accurate books and records concerning all matters relative to this Agreement. Such records shall be open for inspection and making

copies or extracts thereof to accountants and other duly authorized representatives of the other party.

The District records shall include, but not be limited to, as built plans of all sewers, schematics of all connections to sewer, building permits for all facilities connected to sewer, and documents regarding proper operation and maintenance of the District's sewers.

Section 11.2

Both the City and the District agree to make available to representatives and agents of the other for purposes of inspection all facilities and equipment related to each other's wastewater systems .

SECTION 12. SEPARATE AGREEMENTS

Any separate agreements relating to wastewater collection and treatment between the District and adjacent municipalities which would result in additional discharges to the City's sewer system must be reviewed and approved by the City. In any event, the District shall in the aggregate be restricted to the wastewater strengths and flows authorized in this agreement, and any increase must be formally contracted for between the District and City.

SECTION 13. NOTIFICATION OF CHANGE

The District agrees to notify the City in writing as far in advance as possible of anticipated or planned significant increases or decreases in the quantity and/or quality of the wastes to be discharged to the City's wastewater treatment facilities.

SECTION 14. TERMINATION

Section 14.1

For any material breach of this Agreement, continued for three months after notice thereof in writing by other party, either party may terminate this Agreement. Upon receipt of said notice, both parties will enter into discussion within thirty (30) days to assure proper termination of the Agreement.

Section 14.2

There shall be no circumstance under which the City will be obligated to return to the District any portion of the District's capital investment.

Section 14.3

The City maintains the right of refusal to accept the District's waste if any section or subsection of this Agreement is materially violated that could endanger the treatment facilities, public health or the environment. The District shall be notified in writing, and the District shall be granted ninety (90) days to respond to a purported violation of this Agreement. If the matter is of immediate danger to the treatment facilities, public health or the environment, the City retains the right of immediate refusal.

SECTION 15. AMENDMENTS

Section 15.1

No amendments to this Agreement shall be effective until adopted by the Fall River City Council.

SECTION 16. DISTRICT BOUNDARIES

The District agrees to work cooperatively with the City related to any infrastructure (i.e. sewer mains or services) that may cross District boundaries both in land agreements (i.e. easements) and access for maintenance.

The City agrees to allow the District at no additional cost other than normal tie-in fees to connect isolated properties located on the border of the City and the Town where existing City sewers have the capacity to accept wastewater from said property and it would be cost prohibitive to extend redundant District sewer lines to service the property. City permitting and inspection of all work within the City and/or on sewers maintained by the City shall be required.

The District agrees to allow the City to connect and maintain a sewer from the Lake Avenue neighborhood within the City to the sewer line owned by the District within the Watuppa Plantations development at no cost to the city. The City further agrees to accommodate an equitable credit if the wastewater discharge from the Hurst Lane Pumping station is measured by a master meter at some time in the future so that the District is not paying for wastewater generated by the City.

SECTION 17. AGREEMENT REPLACEMENT

This Agreement replaces the prior Agreement with the Town of Tiverton dated June 25, 1996.

IN WITNESS WHEREOF, the respective parties hereto have caused this Agreement to be signed by them and have affixed their hands and seals on the day and year referred to above written.

FALL RIVER SEWER COMMISSION

Michael ...
Ernest Jones
Donald ...

TIVERTON WASTEWATER DISTRICT

By: *James E. Kendall - Chair*

CITY OF FALL RIVER

C. Samuel Sutter
Mayor

[Signature]
Corporation Counsel Attesting
to Form and Manner of Execution

APPENDIX A

Calculation of Flows

Unless a variance is authorized by the Director in writing, applicants applying for a sewer extension or connection permit shall use the following figures in calculating daily sewage flow in completing the application:

SEWAGE FLOW ESTIMATES:

<u>Type of Establishment</u>	<u>Gallons per Person per day</u>
Boarding Schools, Colleges	65
Nursing Home and Rest Home	100
School, without cafeteria, gymnasium or showers	10
School, with cafeteria, but not gymnasium and showers	15
School, with cafeteria, gymnasium and showers	20
Swimming Pool	10
Camp, resident – washroom and toilets	25
Camp, resident – mess hall	10
Camp, day – washroom and toilets	10
Camp, day – mess hall	3
Camp Ground – showers and toilets – per site	75
Gymnasium – per spectator	3
Gymnasium – per participant	25
Theater, Auditorium	3
Public Park – toilet wastes only	5
Public Park – bathhouse, showers and flush toilets	10
Factory or Industrial Plant, without cafeteria	15
Factory or Industrial Plant, with cafeteria	20
Work or Construction Camp	50

	<u>Gallons per day</u>
Single and multiple dwelling units – per bedroom, motels, hotels, boarding houses	110
Tennis Club – per court	250
Bowling Alley – per alley	100
Country Club – dining room – per seat	10
Country Club – snack bar or lunch room – per seat	10
Country Club – locker and showers – per locker	20
Church – per seat	3
Church – vestry/kitchen – per person at capacity	5
Trailer, dump station – per site or per trailer	50
Mobile Home Park – per site	200

Office Building – per 1,000 sq. ft.	75
Dry Goods Stores – per 100 sq. ft.	5
Drive-in – per stall	5
Non-single family, Automatic clothes washer – per washing machine	400
Hospital – per bed	200
Service Station, excluding thruway – per island	300
Skating Rink – 3,000 gallons per day plus 5 gallons per seat	300
Dog Pounds – Veterinary Clinics – per pen	50

<u>Type of Establishment</u>	<u>Gallons per Seat or Chair per day</u>
Restaurant, food service establishment, lounge, tavern	35
Restaurant, thruway service area	150
Restaurant, kitchen flow	15
Barber Shop/Beauty Salon per chair	100