

Mount Hope Bay Interceptor Lease and Use Agreement between the
Town of Tiverton and the Tiverton Wastewater District

THIS Interceptor Use and Lease AGREEMENT ("Agreement") is made and effective as of the 30 day of November 20 18, by and between the TOWN OF TIVERTON, RI, ("TOWN"); and the TIVERTON WASTEWATER DISTRICT ("DISTRICT"), a quasi-municipal corporation.

RECITALS

WHEREAS, on or about April 21, 2003 and September 17, 2003, the TOWN took ownership of the Mount Hope Bay Sewer Interceptor (the "Interceptor") per bills of sales recorded in its land evidence records book. The Interceptor runs from the Industrial Way Pump Station at 50 Industrial Way thence west along Industrial Way to Fish Road, northerly on Fish Road to Souza Road, westerly on Souza Road to Main Road, northerly on Main Road and thence westerly within an utility easement on the property at 1049 Main Road and through the residential development Villages on Mount Hope Bay to the State owned railroad right of way along Tiverton's western coastline, thence northerly within said railroad corridor to the intersection of Bay Street and Judson Street, northerly on Bay Street and Foote Street and ending at the intersection of State Avenue and Foote Street, to reach the City of Fall River municipal sewer system and ultimately to the City of Fall River Municipal Wastewater Treatment Plant (the "Plant"); and

WHEREAS, the TOWN is the owner, operator and manager of the Interceptor; and

WHEREAS, the DISTRICT owns a majority of public sewer facilities in TOWN and sends collection flows to the City of Fall River, MA pursuant to an Intermunicipal Agreement between the DISTRICT and the City of Fall River, MA; and

WHEREAS, the DISTRICT's mains flow into the Interceptor as well as other City of Fall River mains along the City's border with Tiverton. The Interceptor delivers DISTRICT sewage flows to the Plant. Some residents of the TOWN are customers of the DISTRICT and are connected directly to the Interceptor.

NOW, THEREFORE, the parties listed above do enter into this Agreement and agree as follows:

1. Limited Scope of Agreement. The purpose of this Agreement is to permit the DISTRICT to use the Interceptor to service the residents of the TOWN, as the DISTRICT sees fit, in accordance with the DISTRICT's own policies and procedures. Use includes utilizing the Interceptor to transfer effluent from TOWN to the Plant. This Agreement shall not be construed or asserted as the basis of any offer or willingness or ability on the part of the DISTRICT to accept ownership or maintenance of the Interceptor.

2. Maintenance. All maintenance for the Interceptor is to remain the responsibility of the TOWN. This includes, but is not limited to, landscaping, land clearing and vegetation control, maintaining vehicle and equipment access to the sewer system, security, routine and emergency cleaning and inspection, repair, and guaranteeing structural integrity of the interceptor. Should the TOWN and the DISTRICT agree certain maintenance is required, and should the DISTRICT conduct, oversee, or contract the work performed, the TOWN will be responsible for all costs related to the work performed, including any

labor and materials provided by the DISTRICT. Nothing in this paragraph shall be construed to prohibit the DISTRICT from including costs to repair damage to the Interceptor.

3. Connections. The DISTRICT is able to permit residents to connect directly to the interceptor when permits are granted in accordance with DISTRICT policies. The DISTRICT is also permitted to design, construct and connect additional public sewer mains to the Interceptor, to benefit TOWN residents.

4. Other Agreements/Permits. All modifications and connections to the Interceptor shall be subject to applicable Rules and Regulations of the DISTRICT, as may be amended from time to time. In addition, all services furnished hereunder shall be subject to, and the TOWN and the DISTRICT further agree to abide by, all applicable state and federal laws, rules, regulations, or permits, including those of the Environmental Protection Agency (EPA), Rhode Island Coastal Resources Management Council (CRMC), Rhode Island Department of Environmental Management (DEM), and the City of Fall River as they may be amended or reissued from time to time.


5. Term and Rent. This Agreement shall extend for 99 years, through December 31, 2117, or until such time as the TOWN transfers the Interceptor to the DISTRICT through a future agreement. The annual rent shall be for ONE and 00/100 Dollar (\$1.00).

6. Transmission Liabilities Limited. The DISTRICT shall have no liability to the TOWN for damage to the Interceptor caused by sewer discharges or for connections allowed or permitted by the DISTRICT.

7. The above and foregoing constitutes the whole agreement between the parties, and no additional or different oral representation, promise, or agreement shall be binding upon any of the parties hereto with respect to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties have set their hands and seals, effective the day and year first above written.

TOWN OF TIVERTON

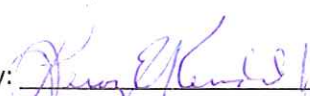
By: 
Town Council, President

Date: 29 NOVEMBER, 2018.

ATTEST:

By: 
Nancy Mello, Town Clerk

TIVERTON WASTEWATER DISTRICT

By: 
Leroy Kendrick, Chairman of the Board

Date: Nov 30, _____, 2018.

ATTEST:


Patricia A. Nannini, Office Manager TWWD