

MAY, 1983

AGREEMENT FOR  
WASTEWATER TREATMENT SERVICES

BETWEEN

THE TOWN OF MILLIS

AND

THE CHARLES RIVER POLLUTION CONTROL DISTRICT

TABLE OF CONTENTS

<u>Article and Section</u>	<u>Page No.</u>
1. Short Title, Definitions and Interpretations	3
Section 101. Short Title.....	3
Section 102. Meanings and Construction.....	3
II General Provisions.....	7
Section 201. Obligations of Millis.....	7
Section 202. Obligations of the District.....	12
Section 203. Obligations of Both Parties.....	14
III Payments for Treatment Services.....	14
Section 301. General.....	14
Section 302. Capital Cost Payments.....	14
Section 303. Operation and Maintenance Cost Payments.....	15
Section 305. Budget Preparation.....	17
Section 306. Billing Cycle.....	17
Section 307. Payment Adjustments.....	17
Section 308. New Municipalities and Other Users.....	17
Section 309. Expansion and/or Upgrading of District Sewage Works.....	18
IV Miscellaneous Provisions.....	19
Section 401. Status of Former Agreements.....	19
Section 402. Incurring Debt.....	19
Section 403. Severability.....	19
Section 404. Exercise of Judgment.....	19
Section 405. Status of Legal Representatives Successors and Assigns.....	19
Section 406. Amendment.....	19
Section 407. Third Parties.....	19
Section 408. Assignment.....	20
Section 409. Waiver.....	20
Section 410. Date Effective and Duration.....	20

WASTEWATER CONVEYANCE, TREATMENT AND DISPOSAL AGREEMENT

THIS AGREEMENT, made and entered into this fourteenth  
day of July, A.D., 1983 (hereinafter referred to as  
either the "Agreement", the "Contract", or as the "Agreement and Contract"),  
by and between the Charles River Pollution Control District, a body politic  
and corporate established pursuant to Chapter 21 of the General Laws of the  
Commonwealth of Massachusetts, as amended (hereinafter referred to as the  
"District"), and the Town of Millis, a body politic and corporate in the  
Commonwealth of Massachusetts (hereinafter referred to as "Millis").

WITNESSETH:

WHEREAS, the District operates a regional system of water pollution  
control facilities and is planning an interceptor sewer (Black Swamp  
Interceptor) to be situated so as to intercept, transmit, treat and  
dispose of the wastewater collected and delivered to the District's  
system by Millis; and

WHEREAS, Millis desires to connect its sewer system to facilities  
owned and operated by the District; and

WHEREAS, under the laws of the Commonwealth of Massachusetts, the  
District and Millis have the power to contract with one another for  
the provision of wastewater management services; and

WHEREAS, the District and Millis desire to enter into an agreement  
whereby the District would intercept, transmit, treat and dispose of  
wastewater collected and delivered by Millis; and

WHEREAS, the federal government is empowered under Public Law 95-217, as amended, to make grants for the construction of public treatment works, and to impose conditions on the award of said grants; and

WHEREAS, the District has accepted federal grants for the construction of public treatment works, and must abide by the applicable federal laws, rules and regulations; and

WHEREAS, the District and Millis both intend to comply with the applicable federal laws, rules and regulations, including but not limited to user charge, and sewer use ordinance requirements; and

WHEREAS, the provision of wastewater treatment and disposal services is necessary to protect the public health, safety, and welfare; and

WHEREAS, the District and Millis have determined to enter into this Agreement for aforesaid reasons:

NOW THEREFORE THIS AGREEMENT WITNESSETH

That in consideration of the mutual promises and covenants herein set forth, and in order to secure the services described below, the parties hereto, each binding itself, its respective representatives, successors, and assigns, do mutually agree as follows:

ARTICLE I

SHORT TITLE, DEFINITIONS AND INTERPRETATIONS

Section 101. Short Title. This Agreement may be referred to as the "1983 Millis Agreement".

Section 102. Meanings and Construction.

A. Definitions. For all purposes of this Agreement, and any amendments or other changes thereto, the terms shall have the meanings set forth below.

1. "Average Daily Flow" shall mean the total annual flow measured at a metering station divided by the number of days in the year.
2. "Ammonia Nitrogen" shall mean the quantity of ammonia measured under standard laboratory procedure, expressed as nitrogen in milligrams per liter.
3. "Biochemical Oxygen Demand" (denoted "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 C, expressed in milligrams per liter.
4. "Building Drain" shall mean that part of the lowest horizontal piping of a drainage system which receives the discharge from soil, waste, and other drainage pipes inside the walls of the building and conveys it to the building sewer.
5. "Building Sewer" shall mean the extension from the Building Drain, commencing at a point five (5) feet (1.5 meters) outside the inner face of the building wall and extending to the public sewer or other place of disposal.
6. "Combined Sewer" shall mean a public sewer receiving both surface water and wastewater.
7. "Conveyance" shall mean the transportation of wastewater by interceptor sewers owned and operated by the District, from the points of delivery by the District Municipalities to the District's wastewater treatment plant.

8. "Daily Average" shall mean the sum of the measurements made over any given twenty-four (24) hour period divided by the number of measurements made.
9. "Disposal" shall mean the disposition of wastewater by the District after treatment by its wastewater treatment plant.
10. "District" shall mean the Charles River Pollution Control District or its duly authorized representative(s).
11. "Domestic Wastewater" shall mean the wastewaters discharged from sanitary conveniences, such as toilets, sinks, urinals, showers, and laundries; and from kitchens and cafeterias essentially free from industrial wastewater or toxic materials.
12. "Easement" shall mean an acquired legal right for the specific use of land owned by others.
13. "Industrial Wastewater" shall mean the liquid wastes from industrial manufacturing, processing, trade, or business, as distinct from domestic wastewater.
14. "Infiltration" shall mean water entering a sewer system from the ground through such means as defective pipe, pipe joints, connections, or manhole walls. Infiltration does not include and is distinguished from inflow.
15. "Inflow" shall mean water discharged to a sewer system (including service connections) from such sources as roof leaders, cellar, yard, and area drains; foundation drains; cooling water discharges; drains from springs and swampy areas; manhole covers; cross connection from sewers and combined sewers; catch basins; stormwater runoff; street wash waters; and drainage in general. Infiltration/inflow is the total quantity of water entering a sewer system from both infiltration and inflow.
16. "Maximum Daily Flow" shall mean the highest total flow measured at a metering station over any given twenty-four (24) hour period.
17. "Monthly Average" shall mean the sum of the measurements made over any given thirty (30) day period divided by the number of measurements made.
18. "Municipality" shall mean any town, city or wastewater authority entering into an agreement with the District.
19. "Net Operating Cost" shall mean the total operation and maintenance cost incurred by the District less payments received from (1) any grants from other sources; (2) septage disposal revenues; and (3) miscellaneous payments from other sources.

20. "Net Yearly Capital Cost" shall mean the total yearly principal and interest payments on debt instruments used to finance the District's sewage works.
21. "Person" shall mean any individual, firm, company, association, society, corporation or group.
22. "pH" shall mean the logarithm of the reciprocal of the weight of hydrogen ions in grams per liter of solution.
23. "Phosphorus" shall mean the quantity of phosphorus measured under standard laboratory procedure, expressed as phosphorus in milligrams per liter.
24. "Public Sewer" shall mean a pipe or conduit for carrying wastes which is owned, maintained, and controlled by public authority.
25. "Reserved Capacity" shall mean the capacity in District sewage works that has been bought or contracted for by a municipality for the exclusive use by that municipality.
26. "Sanitary Sewer" shall mean a public sewer which carries wastewater and to which storm, surface, and groundwaters are not intentionally admitted.
27. "Septage" shall mean the wastes from holding tanks, such as chemical toilets, campers, or trailers, and wastes from septic tanks and cesspools.
28. "Sewage Works" shall mean all facilities for collecting, pumping, treating, and disposing of wastewater.
29. "Shall" is mandatory; "May" is permissive.
30. "Storm Drain" (Sometimes termed "Storm Sewer") shall mean a public sewer which carries storm and surface waters and drainage, but excludes wastewater, other than unpolluted cooling water.
31. "Suspended Solids" (denoted as "SS") shall mean solids that either float on the surface of, or are in suspension in, water, wastewater, or other liquids, and which are removable by laboratory filtering, expressed in milligrams per liter.
32. "Treatment" shall mean the processing by the District at its wastewater treatment plant of wastewater so that it is suitable for disposal.

33. "User Charges" shall mean charges levied in proportion to the use of sewage works. As required by Section 204 (b) (1) (A) of Public Law 95-217, as amended, and by regulations promulgated by the U. S. Environmental Protection Agency, such charges must, to the extent possible, distribute operation and maintenance (including replacement) cost to each user in proportion to its contribution to the total loading of the sewage works, where construction of such works has been financed in part by a federal grant.

"Wastewater" shall mean spent water and may be a combination of the liquid and water-carried wastes from residences, commercial buildings, industrial plants, and institutions, together with any groundwater, surface water, and stormwater that may be present.

B. Construction. This Agreement, except where the context clearly indicates otherwise, shall be construed as follows:

1. Definitions include both singular and plural: and
2. Pronouns include both singular and plural and include both genders.

ARTICLE II

GENERAL PROVISIONS

Section 201. Obligations of Millis. Millis understands and agrees to the following obligations, limitations, and commitments, made in return for the District's agreement to permit connection by Millis to the District's sewage works.

- A. Limitations of Rights. Nothing in this Agreement shall be construed as a grant by the District of any exclusive right or privilege. Millis agrees to comply in all respects with the District's "Rules and Regulations Governing Sewer Use", as amended.
- B. Charges and Fees. Millis agrees to make prompt payment of all charges described in this Agreement.
- C. Sewer Use By-Law. Millis agrees to adopt and enforce a by-law that embodies rules related to use of Millis' sewage works. Said rules shall be acceptable to federal and state authorities, and to the District. As a minimum, such rules shall prescribe conditions and requirements for use of Millis' sewage works so as to comply with the limitations set forth in the District's "Rules and Regulations Governing Sewer Use", as amended.
- D. Capacity and Wastewater Strength Limitations. Millis agrees to the following limitations on its usage of the District's sewage works, unless through written amendments to this Agreement, other limits are mutually agreed upon. —

1. Wastewater Volume

<u>Facility</u>	<u>Millis Reserved Capacity (1)</u>	
	<u>Average Daily Flow in millions of gallons</u>	<u>Maximum Daily Flow in millions of gallons</u>
<u>Wastewater Treatment Plant (2)</u>		
Core Facilities	1.36	3.44
Initial Franklin/ Medway/Millis Facilities	0.50	1.51
<u>Black Swamp Interceptor (3)</u>		
Reach		
0+00 to 19+14	1.08	2.83
19+14 to 56+86	0.92	2.15
56+86 to 57+42	0.92	2.15
<u>Charles River Interceptor</u>		
Reach 10-11	0.50	1.51
<u>Outfall Sewer</u>	0.50	1.51

- (1) In the event that Millis agrees to reduce its reserved capacity in any of the District's sewage works to accommodate any other municipality or user, the District shall require the payment by that other municipality or user of a one-time buy-in charge, which shall in turn be paid to Millis, in accordance with Article III, Section 308 of this Agreement.
- (2) The District's wastewater treatment plant has been designed and is being constructed in part to handle 12.37 million gallons average daily flow and 31.0 million gallons peak daily flow (called the "Core Facilities") and in part to handle 4.54 million gallons average daily flow and 13.3 million gallons peak daily flow (called the "Initial Franklin/Medway/Millis Facilities"). The Core Facilities include the administration building, raw sewage and primary pumping stations' structures and major equipment (except pumps themselves), sludge processing facilities (except plates), and the outfall; whereas the Initial Franklin/Medway/Millis Facilities include the remainder of the treatment plant, such as the primary sedimentation tanks, aeration basins, secondary clarifiers, gravity filters, and chlorination facilities. If at some future time it is determined, based upon operational experience or otherwise, that the actual capacity of the Core Facilities is greater or lesser than 12.37 million

gallons average daily flow, or that the actual capacity of the Initial Franklin/Medway/Millis Facilities is greater or lesser than 4.54 million gallons average daily flow, the Millis reserved capacity shall be adjusted to equal 11.01 percent of the actual capacity of the Core Facilities and 10.99 percent of the actual capacity of the Initial Franklin/Medway/Millis Facilities.

(3) Exhibit A (attached hereto) presents a schematic delineation of the Black Swamp Interceptor reaches; these reaches will be specifically identified on the record drawings, when completed. Millis has the right to use the Black Swamp Interceptor to the extent indicated. However, it is envisioned that the Town of Medway and/or other municipalities may, at some future time, request from the District reserved capacity in the Black Swamp Interceptor.

2. Biochemical Oxygen Demand (milligrams per liter)

Monthly Average	Daily Average
250	500

3. Suspended Solids (milligrams per liter)

Monthly Average	Daily Average
300	600

4. Ammonia Nitrogen (milligrams per liter)

Monthly Average	Daily Average
40	80

5. Phosphorus (milligrams per liter)

Monthly Average	Daily Average
10	20

6. Millis agrees that if the volumetric capacity limits shown above exceed its requirements for wastewater conveyance, treatment, and/or disposal services, it shall nonetheless continue to pay the capital cost payments, as defined and described in Article III, for the above reserved capacity. Millis further agrees that none of its reserved capacity shall be transferred to any party without the prior concurrence of the District included as an amendment to this Agreement executed with the same formality. Likewise, the District agrees not to permit the use of Millis' reserved capacity by any other party without the prior concurrence of Millis via a written amendment to this Agreement.

E. Provisions of Future Sewage Works Capacity. The District agrees to make its best efforts to provide additional treatment and conveyance capacity for Millis, beyond that now available or for which federal grants-in-aid have been offered and accepted, subject to the following conditions:

1. Timely notification of need, and a binding commitment to bear all local costs associated with meeting that need, is received from Millis.
2. All provisions of federal and state law, rules and regulations are complied with, and the costs of compliance and any legal actions brought against the District as a result of its efforts to provide additional capacity for Millis are borne by Millis; provided that where the request is made by more than one municipality, these costs shall be shared in proportion to the respective amounts of their requested capacity.

- F. User Charges. Millis agrees to have in effect a system of equitable user charges meeting any and all federal requirements for construction grant payments, at such time as federal regulations prescribe that such systems be in effect. It is understood and agreed that any failure on the part of Millis to meet the applicable federal requirements shall grant the District the right to impose and collect from Millis additional charges equal to any loss of grant funds.
- G. Control of Infiltration and Inflow. Millis agrees that it will operate and maintain its sewage works connecting to that of the District in accordance with customary engineering practices and with guidelines set forth below.

Except for existing facilities, the sewage works of Millis connecting to the District's sewage works shall receive no stormwater or groundwaters directly or indirectly from surface drains, ditches, or streams; storm or combined sewers; roof, areaway or foundation drains; or from any other means, except that the minimum practicable amount of infiltration/inflow, as authorized by law, or mutually agreed upon, shall be permitted. For all sewers constructed by Millis after the date of this Agreement, the maximum permitted rate of infiltration of groundwater shall be 250 gallons per inch diameter per mile per 24 hours.

- H. Conformance to Law. Millis agrees to abide by, and conform to, all applicable laws of the United States and the Commonwealth of Massachusetts, together with such rules and regulations as the District may promulgate from time to time with regard to its sewage works.
- I. Control of Deleterious Wastes. Millis may transmit wastewater to the District's sewage works upon the condition that it shall comply with the "Rules and Regulations Governing Sewer Use", as adopted and amended by the District.

Section 202. Obligations of the District. The District agrees to the following obligations, limitations and commitments, in return for the timely payment by Millis of the charges specified in this Agreement.

- A. Contract Service Area. The District agrees to accept (at the points of delivery shown in Exhibit A), treat, and dispose of wastewater from Millis, subject to the volumetric and strength limitations agreed to in Section 201D of this Agreement.
- B. Septage Disposal. The District agrees to accept septage from persons located within Millis, provided that the total volume of wastewater and septage from Millis does not exceed the limitations set forth in Section 201D of this Agreement. The District shall receive payment for its acceptance of septage directly from those persons who deliver it, and shall not bill Millis for any such septage unless prior agreement is made to the contrary. The septage shall consist of domestic wastewater and shall contain no industrial waste.
- C. Measurement of Wastewater Flow and Strength. The District shall install and maintain flow meters on all wastewater flows of strength from Millis. The responsibility for such shall be on the person or persons who own the property on which the meters shall be installed. Septage meters located on property in accordance with Exhibit A, their exact location shall be as depicted on the Septage Disposal Map of the District of Millis.

In those cases where the meter is located within the political boundaries of Millis, Millis agrees to provide unlimited right of entrance and egress to the District during normal business upon reasonable notice, except in cases of emergency.

Costs of meter maintenance, operation and reading shall be included in the costs of maintaining, repairing, and operating the particular District sewage works in which the meter is placed, and shall be apportioned as described in Section 303 of this Agreement. All such meters shall be inspected at least quarterly and calibrated at least semi-annually, both at the District's expense, by qualified representatives of the meter manufacturer or similar concern. A copy of the inspection and calibration reports shall be on file at the District and a copy shall be sent to the Town of Millis. The Town of Millis shall be notified and may witness the meter inspection and calibration.

If determined by the District, in its sole discretion, that it is necessary to sample the strength of wastewater from Millis, the District shall undertake to do so on a periodic

basis and at such points as it may find appropriate. The costs of such sampling shall be charged to Millis as part of the cost of operating the District's wastewater treatment plant. Such samples, if needed, shall be taken by the District in such manner and with such frequency as to ensure collection of a fair representation of Millis' wastewater.

In the case of missing or inaccurate flow records or wastewater sampling data, due to faulty meter operation or otherwise, an estimate of flow shall be made by the District based upon representative past records and an estimate of wastewater characteristics, if needed, shall likewise be made by the District. In such case, the said estimates shall be used by the District to establish Millis' payments to the District for the period of missing or inaccurate data.

- D. Records, Accounts and Audits. The District shall keep books of record and account, in which complete and correct entries shall be made of all its transactions with Millis which, together with all other books and papers dealing with the District's sewage works, shall at all reasonable times be subject to the inspection of any officer or agent of Millis. The District's accounts shall be audited annually by an independent accountant selected by the District. Each such audit, in addition to the customer matters, shall show the income and expenditures related to the costs of providing sewerage services to Millis.

Section 203. Obligations of Both Parties. The District and Millis both agree to the following obligations, limitations and commitments. —

- A. Assignment of Users. In general, all users of sewage works in Millis shall be served by collector sewers owned, operated and maintained by Millis, unless there is written agreement to the contrary, included as an amendment to this Agreement executed with the same formality.
- B. Responsibility for System Operation and Maintenance. The District assumes no responsibility for operation and maintenance of sewage works constructed and owned by Millis, and the District's sewage works shall be operated and maintained by the District. The District shall not be responsible or liable in any way for act or acts beyond its control which may, in any way, cause an interruption or discontinuance of the service provided for in this Agreement.

ARTICLE III

PAYMENTS FOR TREATMENT SERVICES

Section 301. General. There shall be three types of payments by Millis to the District. Two of these payments shall be in proportion to Millis' actual and reserved usage of the District's sewage works, and shall be based upon: (1) the payment of principal and interest on all District debt instruments (see Section 302. Capital Cost Payments); and (2) the District's expenses for the operation and maintenance of its sewage works (see Section 303. Operation and Maintenance Payments).

Section 302. Capital Cost Payments. Millis shall make payments to the District equal to Millis' proportionate share of the net yearly capital cost. Millis' share shall be determined on the basis of the reserved capacity in the District's sewage works assigned to Millis (see Article II, Section 201D) in proportion to the sewage works' total capacity. Capital cost payments shall be made by Millis to the District prior to dates specified by the District in order for the District to meet its principal and interest payments.

The Capital Cost Payments to be paid by Millis to the District shall be equal to the sum of the Treatment Capital Charge and the Conveyance Capital Charge, each of which shall be determined according to the following formulae:

$$A = (0.1101) (TCC_i) + (0.1099) (TCC_c) + BIC$$

WHERE:

A = Annual treatment capital charge to offset principal and interest costs incurred by the District to treat and dispose of Millis' wastewater.

$TCC_i$  = Net yearly capital cost incurred by the District in connection with the "Initial Franklin/Medway Facilities", as indicated in Section 201(D) (1) of this Agreement.

(0.1101) = The proportion of Millis' reserved capacity in the "Initial Franklin/Medway Facilities" to the District's total capacity in the "Initial Franklin/Medway Facilities" (based upon 0.50 million gallons average daily flow for Millis in proportion to total capacity of 4.54 million gallons of average daily flow).

$TCC_c$  = Net yearly capital costs incurred by the District in connection with the "Core Facilities", as indicated in Section 201 (D) (1) of this Agreement.

- (0.1099) =The proportion of Millis' reserved capacity in the "Core Facilities" to the District's total capacity in the "Core Facilities" (based upon 1.360 million gallons average daily flow for Millis in proportion to total "Core Facilities" capacity of 12.37 million gallons average daily flow).
- BIC =The initial "buy-in" charge for the principal and interest payments previously made on the reserved capacity in the District's treatment facility and outfall sewer to be purchased by Millis prior to the payment of the BIC by Millis (See table in appendix for summary of Millis' capital cost assessments for FY 1985).
- B = (0.728) CCC<sub>1</sub>
- WHERE:
- B =Annual conveyance capital charge to offset principal and interest costs incurred by the District to convey Millis' wastewater via Black Swamp Interceptor owned and operated by the District.
- CCC<sub>1</sub> =Net yearly capital cost incurred by the District for the Black Swamp Interceptor.
- (0.728) =The proportion of Millis' reserved capacity in the Black Swamp Interceptor to the total capacity of the Black Swamp Interceptor. (Based upon 1.08 million gallons average daily flow for Millis in proportion to total capacity of 1.48 million gallons average daily flow).

Section 303. Operation and Maintenance Cost Payments. Millis shall make payments to the District equal to Millis' proportionate share of the net operating cost of the District. Said share shall be determined on the basis of the average daily flow actually discharged by Millis to the District's sewage works in proportion to the total average daily flow received by the District's sewage works. However, should the District determine that the characteristics (i.e., B.O.D., SS, Ammonia Nitrogen, and Phosphorus) of the wastewaters contributed by the municipalities vary significantly, then wastewater characteristics and average daily flow shall be the basis for determining Millis' proportionate share of the District's net operating cost.

Should it be determined by the District that the operation and maintenance cost payments are to be based upon wastewater characteristics and average daily flow, the District shall first allocate its net operating cost in accordance with the following:

Percentage of Operating Cost Elements Allocated to:

<u>COST ELEMENT</u>	<u>FLOW</u>	<u>BOD</u>	<u>SS</u>	<u>P</u>	<u>N</u>
Salaries	44	24	22	4	6
Power	62	23	3	1	11
Chemicals	11	18	51	5	15
Maintenance Materials	35	29	4	18	14

Administrative, insurance and other general costs shall be allocated to flow, BOD, SS, NH<sub>3</sub>-N and P in proportion to the total of the above cost elements derived for each of the wastewater characteristics and flow.

When the net operating cost is so-allocated, the District shall determine the cost incurred for each unit of flow, BOD, SS, NH<sub>3</sub>-N and P. That is, the total of the operating cost elements allocated in accordance with the above percentages to flow, BOD, SS, NH<sub>3</sub>-N and P shall be divided respectively by the total flow in million gallons, total BOD in pounds, total SS in pounds, total NH<sub>3</sub>-N in pounds, and total P in pounds received by the District's sewage works during the fiscal year. Millis' share of the net operating cost shall be equal to the sum of: (1) Millis' metered flow in million gallons during the fiscal year times the District's unit flow cost; (2) Millis' BOD in pounds contributed during the fiscal year times the District's unit BOD cost; (3) Millis' SS in pounds contributed during the fiscal year times the District's unit SS cost; (4) Millis' NH<sub>3</sub>-N in pounds contributed during the fiscal year times the District's unit NH<sub>3</sub>-N cost; (5) Millis' P in pounds contributed during the fiscal year times the District's unit P cost.

Section 304: Industrial Cost Recovery Payments:  
DELETED

Section 305. Budget Preparation. In December of each calendar year, the District shall prepare and adopt a budget for the upcoming fiscal year (July 1-June 30), which includes estimated District expenditures, estimated contributions by the Municipalities of average daily flow, BOD, SS P and NH<sub>3</sub>-N, and estimated payments by the Municipalities. Copies of the budget shall be distributed to Millis no later than December 31, of each year in order for it to appropriate sufficient funds to meet its payments to the District.

Section 306. Billing Cycle. The District shall bill Millis for its share of the net yearly capital cost and of the net operating costs in advance on a quarterly basis. The billing periods shall be: (1) July 1 through September 30; (2) October 1 through December 31; (3) January 1 through March 31; and (4) April 1 through June 30. For each billing period Millis shall make payments to the District no later than fifteen days after the commencement of the billing period.

Section 307. Payment Adjustments. Within one month after the conclusion of each quarter the District shall compute revised payments due from Millis based on actual District expenditures and actual wastewater flow (and wastewater characteristics, if necessary) contributed by Millis during the preceding quarter. Any underpayments by Millis shall be included on the next bill to Millis, and any overpayments by Millis shall be credited on the next bill to Millis.

Section 308. New Municipalities and Other Users. Should a Municipality or user other than an existing District Municipality elect to join the District or contract with the District for wastewater treatment services, the new Municipality or other user shall be required to pay the District a buy-in charge. The buy-in charge shall be calculated to reimburse the District Municipality(s) for the principal and interest payments made on that portion of the reserved capacity to be assigned to the new Municipality or other user. Said buy-in charge shall also include a carrying charge based upon the average annual interest rates offered by commercial savings banks during the period that principal and interest was paid by the existing District Municipality(s) for the portion of the reserved capacity to be transferred. The buy-in charge shall be refunded by the District to Millis in proportion to the amount of reserved capacity obtained from Millis to accommodate the new Municipality or other user.

In addition to said buy-in charge, any new Municipality or other user shall make principal and interest payments to the District as they come due for the reserved capacity assigned to the new Municipality or other user. Millis shall no longer be liable for future principal and interest payments in connection with the reserved capacity obtained from Millis and transferred to any new Municipality or other user.

No reserved capacity shall be deemed available if there are no existing District Municipalities willing to relinquish a portion of their reserved capacity.

Section 309. Expansion and/or Upgrading of District Sewage Works.

Should the District expand the capacity of any of its sewage works solely to accommodate a Municipality or user other than Millis, Millis shall not be liable for the capital costs incurred by the District for said expansion. Should the District provide additional reserved capacity for use by Millis in any of the District's sewage works (i.e., reserved capacity in excess of that indicated in Article II, Section 201D of this Agreement), Millis shall make payments to the District to offset the capital costs incurred by the District in the proportion of Millis' additional reserved capacity to the total additional reserved capacity provided.

Should the District upgrade or otherwise modify its sewage works to provide improvement not related to capacity, either in response to federal, state or local authorities, or other justifiable cause, Millis shall make payments to the District to offset the capital costs incurred by the District in the proportion of Millis' reserved capacity in said sewage works.

## ARTICLE IV

### MISCELLANEOUS PROVISIONS

Section 401. Status of Former Agreements: DELETED

Section 402. Incurring of Debt. Nothing in this Agreement shall be construed as to prevent either party thereto from incurring any debt deemed necessary to ensure the sufficiency of funds required to construct, maintain and operate their respective sewerage system.

Section 403. Severability. If any clause or provision of this Agreement or their application shall be held unlawful or invalid, no other clause or provision of this Agreement or their application shall be affected, and this Agreement shall be construed and enforced as if such unlawful or invalid clause or provision had not been contained herein.

Section 404. Exercise of Judgment. The District and Millis understand and agree that where the District is directly or implicitly authorized to exercise its judgment under the provisions of this Agreement, its judgment shall not be questioned unless clearly unreasonable.

Section 405. Status of Legal Representatives, Successors and Assigns. The District and Millis agree that each one of the benefits and burdens of this Agreement shall inure to and be finding upon the respective legal representatives, successors and assigns of the parties hereto.

Section 406. Amendment. The provisions, terms and conditions of this Agreement shall be modified only by written amendments to this Agreement, executed with the same formality as this Agreement.

Section 407. Third Parties. The District assumes no responsibility for any facility not included in its sewerage works and in the event that a facility of a third party shall be involved in the furnishing of service to, or the receipt of service from Millis, Millis agrees to look solely to such third party for services. It is understood and agreed that Millis assumes sole responsibility for compliance with this Agreement by those users of its sewage works whose wastewater enters the District's system. The District shall deal directly with Millis which shall, in turn, make certain that all users and customers comply with terms of this Agreement and with the District's "Rules and Regulations Governing Sewer Use", as amended.

Section 408. Assignment. No assignment by Millis of its rights or duties under this Agreement shall be binding on the District, unless the District shall have assented to such an assignment with the same formality as employed in the execution of this Agreement.

Section 409. Waiver. Failure of either party here to exercise any right hereunder shall not be deemed a waiver of such party's right and shall not affect the right of such party to exercise at some future time said right or rights or any other right it may have hereunder.

Section 410. Date Effective and Duration. This Agreement shall be effective as of the date first above written. This Agreement shall be in full force and effect and shall be binding on Millis and the District for so long as the District's sewage works remain in existence and under operation by the District, and as long as Millis shall not be in default of its obligations hereunder.

IN WITNESS WHEREOF, the District has caused these presents to be executed by its Chairman and its corporate seal to be hereunto affixed, and Millis has caused these presents to be executed, its corporate seal to be hereunto affixed and attested by its Clerk.

CHARLES RIVER POLLUTION CONTROL DISTRICT

John J. McCall  
CHAIRMAN

(Seal)

ATTEST:

Paul M. Neenan  
DISTRICT CLERK

APPROVED AS TO FORM:

Harvey Weiner  
HARVEY WEINER,  
TOWN COUNSEL

TOWN OF MILLIS, MASSACHUSETTS  
BOARD OF PUBLIC WORKS

George DeAngelis  
CHAIRMAN  
Edward J. Cronin  
CLERK  
Thomas S. Hatch  
THIRD MEMBER

(Seal)

ATTEST:

Anna D. Curran, Clerk  
TOWN CLERK

## EXPLANATION OF METER LOCATIONS

LOCATION 1: Measures flow from Bellingham

LOCATION 2: Measures flow from Bellingham

LOCATION 3: Measures flow from Holliston

LOCATION 4: Measures flow from Holliston

LOCATION 5: Measures flow from Holliston

LOCATION 6: Measures the portion of flow from  
Medway and Holliston entering the  
Charles River Interceptor above  
Location 7

LOCATION 7: Franklin flow equals total at  
Location 7 minus flow at Locations  
6, 1 and 2

LOCATION 8: Franklin flow equals total at  
Location 8 minus flow at Location 9

LOCATION 9: Measures flow from Wrentham

LOCATION 10: Measures total flow at Wastewater --  
Treatment Plant

LOCATION 11: Measures flow from Millis at  
Route 109

Bellingham flow equals readings at 1 plus 2

Wrentham flow equals readings at 9

Holliston flow equals readings at 3 plus 4 plus 5

Franklin flow equals readings at 7 minus 6 minus 1 minus 2  
plus readings at 8 minus 9

Millis flow equals reading at 11

Medway flow equals reading at 10 minus flow from all  
other towns

If sampling is required due to varying strengths of the Wastewater  
from the Towns, the sampling would be done at the metering locations.

SUMMARY OF MILLIS  
ASSESSMENT FOR CAPITAL COSTS FOR  
FISCAL YEAR 1985

<u>ITEM</u>	<u>COST</u>
Buy-in-Charge <sup>1</sup>	\$190,000
Debt Retirement <sup>2</sup>	28,300
Black Swamp Interceptor First <sub>3</sub> Year Borrowing Costs	<u>61,400</u>
Total Capital Costs in FY 1985	\$279,700

---

<sup>1</sup> Represents adjustments due to reapportionment of startup and bond payments from 1974 to 1985 for CRPCD's treatment facility and pumping station, Mine Brook Interceptor, Charles River Interceptor and Outfall Sewer, and Chicken Brook Connector.

<sup>2</sup> Represents Millis share (8.0%) of estimated debt payment due Fiscal Year 1985 for the outstanding \$3,000,000 bond issue for CRPCD's existing treatment facilities.

<sup>3</sup> Represents Millis share (72.8%) of projected amount to be due in Fiscal Year 1985 for borrowing over 5 years at an estimated 6% annual interest rate for CRPCD share of the costs to plan, design, and construct the Black Swamp Interceptor.

ESTIMATED MILLIS  
O & M COSTS

Fiscal Year 1983

UNIT COSTS TABLE

<u>Parameter</u>	<u>Unit Cost</u>
Flow	\$ 0.340 per 1,000 gals
B.O.D. <sub>5</sub>	0.090 per pound
Suspended Solids	0.068
Phosphorus	0.724
Ammonia Nitrogen	0.564

MILLIS WASTEWATER CHARACTERISTICS\*

<u>Parameter</u>	<u>Concentration</u>	<u>Daily Weight</u>
Flow	0.250 mgd	---
B.O.D. <sub>5</sub>	250 mg/l	521 pounds per day
Suspended Solids	200 mg/l	417
Phosphorus	10 mg/l	21
Ammonia Nitrogen	20 mg/l	42

AVERAGE DAILY TREATMENT COSTS

<u>Parameter</u>				<u>DAILY COSTS</u>
Flow	\$0.340	X	250,000	= \$ 85.00
	1,000			
B.O.D. <sub>5</sub>	\$0.090	X	521	= 46.90
Suspended Solids	\$0.068	X	417	= 28.40
Phosphorus	\$0.724	X	21	= 15.20
Ammonia Nitrogen	\$0.564	X	42	= 23.70
			Total	= <u>\$199.20</u>

Estimated annual O & M costs to the Town of Millis in FY 1983: \$72,700

\*Millis wastewater characteristics provided by Anderson-Nichols in their September 24, 1982 letter.

DISTRICT OPERATION AND MAINTENANCE  
COST ALLOCATION FORMULA\*

<u>PARAMETER</u>	<u>SALARIES</u>	<u>POWER</u>	<u>EXPENSE</u>	<u>CHEMICALS</u>	<u>MAINTENANCE</u>	<u>UNIT COSTS<sup>1</sup></u>
Flow	448	628		118	358	\$0.340 per 1,000 g
B.O.D. <sub>5</sub>	24	23		18	29	0.090 per pound
Suspended Solids	22	3		51	4	0.068
Phosphorus	4	1		5	18	0.724
Ammonia Nitrogen	6	11		15	14	0.564

\*Six (6) month advanced wastewater treatment

<sup>1</sup> Projected for Fiscal Year 1983 (July 1, 1982 to June 30, 1983)

MILLIS SHARE  
OF CRPCD FACILITIES

	<u>CAPACITY (MGD)<sup>1</sup></u>		<u>MILLIS SHARE</u>
	<u>TOTAL</u>	<u>MILLIS</u>	
Plant Facility Pumping Station	4.54	0.50	11.0%
Line Brook Interceptor	----	0.00	0.0
Charles River Interceptor and Outfall Sewer <sup>2</sup>	4.54	0.50	0.8
Chicken Brook Connector	----	0.00	0.0
Subtotal	----	----	8.0%
Black Swamp Interceptor <sup>3</sup>	1.48	1.08	72.8
Total	----	----	14.4%

<sup>1</sup> Apportionment of capacity is based upon average daily flow.

<sup>2</sup> Millis share involves only the last reach of the Charles River Interceptor and all the Outfall Sewer.

<sup>3</sup> Composite average daily flow over entire length of Black Swamp Interceptor.

