

INTERMUNICIPAL WATER AGREEMENT

THIS INTERMUNICIPAL WATER AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 1996, 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 entered into a written Agreement on January 27, 1987, under the terms of which the City provided water from its distribution system to the Town to service certain residential homes located in the Town, and the Town paid the City for such water supply; and

WHEREAS, said Agreement was terminated by the City on June 30, 1993; and

WHEREAS, since said termination the parties have continued to operate under the terms of said Agreement, pending the completion of negotiations for a successor agreement; and

WHEREAS, the Town and the City have completed such negotiations and desire to enter into a written agreement setting forth the terms and conditions thereof.

NOW, THEREFORE, pursuant to the provisions of Chapter 40, Section 4A of the Massachusetts General Laws, in consideration of the mutual covenants and agreements hereinafter contained, the Town and the City mutually agree as follows:

1. Grant of Uses and Licenses in Streets. The Town has heretofore granted sub-surface uses and licenses in its streets and right-of-ways to the City for the purpose of maintaining the City's water distribution system within the limits of the Town and shall continue to grant such sub-surface uses and licenses during the term of this Agreement.

2. Water Service Provided. The City from its water distribution system shall provide water to the Town for the purpose of servicing the domestic and fire needs of certain residential homes located in the Town in the general area of the City's transmission lines described herein.

3. Term. The term of this Agreement shall begin on July 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 at the end of any fiscal year upon the giving of at least six (6) months written notice prior to the end of such fiscal year.

4. Limitation on Connections. Six hundred and four (604) homes are currently being serviced in this area from the City's water distribution system. No further connections shall be made without the express written approval of the City. In no event shall such connections exceed six hundred twenty-five (625) in number.

5. City's Transmission Lines. The water provided to the Town hereunder originates at the Wading River Pumping Station in Mansfield and is transmitted by eighteen inch (18") water lines located within the Town limits in Lindsey Street, Mt. Vernon Road, Bungay Road, Mansfield Road and Kelley Boulevard. The City shall be responsible for the maintenance of such transmission lines. Permission to enter upon said streets for emergency and regular maintenance work on said lines is hereby given to the City by the Town, provided, however, that the City shall notify the Town on the next working day in the case of emergency work and five (5) working days prior to commencing any regular maintenance work. The term "working day" shall not include any Saturday, Sunday or holiday. The City shall restore to its original condition any part of any roadway surface damaged by the installation or maintenance of any water line.

6. Town's Water Mains. The Town shall be responsible for the installation and the maintenance of water mains and services installed in other streets of the Town to connect residential homes to the City's transmission lines.

7. Cost of Water to Town. The Town shall be charged by the City for the water furnished hereunder at the same rate the City charges its consumers within the City, less a service charge equal to fifteen percent (15%) of said rate for the services rendered by the Town in accomplishing the distribution of the water hereunder. The rate the City charges its consumers within the City is fixed by ordinance and subject to change by amendment at any time. Effective July 1, 1996, the rate has been established at \$2.48 per cubic foot. Accordingly, all billing made to the Town after said date shall be at said rate, less said service charge, and shall continue to be so billed until and if the rate is changed by City ordinance.

8. Reading of Meters. The Town shall place meters at each of the homes serviced with water hereunder and shall read each meter at intervals of six (6) months to determine the water consumption. The City shall have the right to inspect and read the meters at any time. The meters shall be replaced approximately every fifteen (15) years.

9. Billing Procedure. The Town will read said meters at the end of the six (6) months period ending in March of each year and at the end of the six (6) months period ending in September of each year in order to determine the water consumption for the purpose of billing by the City. Such data will be broken down by the individual homes serviced as is the present practice. The City will bill the Town for such water consumption on or about April fifteenth and on or about October fifteenth of each year.

10. Emergency Water Supply. The Town and the City shall provide each other with an emergency water supply by way of the twelve (12) inch cast iron cement lined pipe inter-connection between the Town's and the City's water distribution systems at Kelley Boulevard and Towne Street and by way of a six (6) inch cast iron cement lined pipe intersection between such systems at Adamsdale Avenue. These twelve (12) inch inter-connections and six (6) inch intersection shall be used only in an emergency, and an emergency shall be declared to exist only by mutual written agreement entered into by the City's Mayor and the Town's elected Board of Public Works. Whenever an emergency is declared to exist, the Town or the City, as the case may be, shall receive sufficient water if such is available. The maintenance cost of these twelve (12) inch inter-connection and six (6) inch interconnection shall be paid one-half by the Town and one-half by the City. Whenever any such connection is made, representatives of both the Town and the City shall be present to open the valves.

11. Payment for Emergency Water. The City, in its billing to the Town made in accordance with the provisions of paragraph 9 above, shall reduce the billing by the amount of water supplied to the City by the Town in an emergency or shall increase the billing by the amount of water supplied by the City to the Town in an emergency, as the case may be. Meters shall be installed to measure the amounts of emergency water supplied.

12. Water Quality. All water furnished by either the Town or the City hereunder shall meet or exceed the water quality standards established by both the Federal and State law and the regulations promulgated thereunder.

13. Use of Hydrants. No persons, other than Fire Department employees of the Town in the performance of their duties, shall turn the water on in any of the hydrants attached to the City's transmission lines without permission from the City.

14. Interference with Services. The Town shall not permit any person other than its authorized employees or the employees or agents of the City to interfere with the meters or other appurtenances having to do with the proper maintenance of the water services being furnished under this Agreement.

15. Ownership of Property. For the purpose of this Agreement, the City and the Town declare ownership of the following:

a. The City declares ownership of the transmission water lines in Lindsey Street, Mt. Vernon Road, Bungay Road, Mansfield Road and Kelley Boulevard and of all the appurtenances and house services that are attached to the transmission lines up to the curb stops. The City is responsible for the maintenance and replacement of said property.

b. The Town declares ownership of all other water lines, appurtenances, house meters and hydrants up to the curb stops. The Town is responsible for the maintenance and replacement of said property.

16. Restrictions on Water Usage. The Town and the City shall comply with any restrictions imposed by the other on water usage in cases of emergency.

17. Termination of Agreement. Pursuant to the provisions of Chapter 40, Section 4A of the General Laws, this Agreement may be terminated at the end of any fiscal year, provided that notice of such termination is given to the other party at least six (6) months prior to the end of such fiscal year.

18. 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.

19. 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

By its Board of Public Works

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CITY OF ATTLEBORO

By its Mayor

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Judith H. Robbins

Approved as to Form:

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City Solicitor  
City of Attleboro

Approved as to Form:

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Town Counsel  
Town of North Attleborough