

**INTERMUNICIPAL AGREEMENT
FOR THE CONSTRUCTION AND OPERATION OF
THE FITCHBURG-WESTMINSTER WATER TREATMENT PLANT**

THIS AGREEMENT, made on this 26th day of May, 1998, between the City of Fitchburg, Worcester County, Massachusetts, by its Mayor and City Council ("Fitchburg" or the "City") and the Town of Westminster, Massachusetts by its Board of Selectmen ("Westminster" or the "Town"), witnesseth that:

WHEREAS, Westminster and Fitchburg propose to construct for their shared benefit a new regional water filtration plant (the "regional plant") sufficient in size and function to serve the needs of both communities and designed in accordance with applicable governmental standards; and

WHEREAS, the City will design, construct, operate and own the plant and the Town shall purchase water from said plant at the negotiated rates set forth herein; and

WHEREAS, the parties have concluded that cost savings might be possible in constructing a single plant rather than each constructing its own; and

WHEREAS, Westminster and Fitchburg have secured the necessary authorizations for an exchange of properties in Westminster to accommodate the construction of the plant on land in Westminster that will belong to Fitchburg, in connection with which they have sought approval of the legislature for the land exchange and have sought from the Worcester County Probate Court a revision of the terms of the will by which the town acquired title to the parcel on which the plant is to be sited; and

WHEREAS, an intermunicipal agreement is required by state law in order for the city and the town to proceed with the implementation of their facilities plans; and

WHEREAS, Chapter 412 of the Acts of 1979 and Chapter 40, Section 4A of the General Laws of the Commonwealth of Massachusetts enables the said towns to enter into such an agreement;

NOW THEREFORE, IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

Part A - Threshold Provisions

1 - Regional Plant - The plant (hereinafter referred to as the "Treatment Plant" or the "regional plant" shall be a regional facility, and shall treat and place into the water distribution systems of the City and the Town water brought to the plant from existing water supply systems in accordance with existing agreements and acts of the legislature, which in all respects other than as provided herein will remain unchanged and in full force and effect. The plant shall serve to provide treated water for distribution to all of the areas within Fitchburg and Westminster (and such areas outside their municipal boundaries as provided herein) connected to their respective distribution systems.

2 - Plant Siting - The Treatment Plant shall be situated on a certain fifteen (15) acre parcel of land in Westminster presently owned by the Westminster, in an area known as "Hager Park." Within thirty (30) days of the execution of this Agreement, Westminster shall convey to Fitchburg, in fee simple, the parcel of land on which the plant is to be sited pursuant to authority conferred by the Probate Court, the Legislature, and the action of its Mayor and City Council, and as authorized by the Westminster Town Meeting. Fitchburg's water system, on authority conferred by the legislature and implemented by intergovernmental agreement, has one of its principal water supplies adjacent to this site, which the parties have determined to have convenient location and geophysical characteristics most suitable for the proposed plant. Concurrent with the conveyance of the fifteen (15) acre Hager parcel by Westminster to Fitchburg, and in consideration of same, the City shall convey a 69-acre parcel known as the Smith Reservoir Parcel to Westminster, in fee simple, to be used as park land. The City shall keep the Hager Park parcel open to the public until such time as it shall enter into an agreement to construct the Treatment Plant. The City shall allow public access across the Hager park parcel so as to allow the public access from one portion of the remaining Hager Park to other portions thereof.

The City reserves the right to utilize the land of and adjacent to the Treatment Plant for such additional purposes as it may deem appropriate; however, no such use or operations shall occur which increases the costs of operating and maintaining the Treatment Plant or which otherwise adversely affect its proper functioning. Nothing contained in this paragraph shall be deemed to be a grant by the Town of an easement, license, or permission to use any land other than the parcel containing fifteen (15) acres, more or less. The parties recognize, however, that Fitchburg presently has an easement, which runs from Route 140 to Narrows Road, which easement adjoins the Treatment Plant site. The City shall retain this easement which shall allow the City access to the Treatment Plant site for its water distribution system.

Nothing contained in this Article shall be construed to prevent or dissuade the parties from entering into such other or additional agreements for joint or cooperative efforts or the beneficial use of resources thereby as they may negotiate.

Should the City fail to commence construction of the Treatment Plant within four (4) years of the execution of this Agreement by all parties, or should the City fail to substantially complete the Treatment Plant within seven (7) years from the date of execution of this Agreement by all parties, the respective parcels conveyed under this Agreement shall revert to their respective municipalities. Nothing herein shall be construed as the agreement or consent of either party to delaying the construction of the Treatment Plant for the time periods set forth herein. Any damages, fines or penalties imposed upon Westminster occasioned by the failure of Fitchburg to construct the Treatment Plant shall be borne by Fitchburg and shall not be incorporated into the project cost or operating cost.

Subject to reasonable conditions and the guidelines and regulations then in force and effect, Westminster agrees to approve any permits necessary for the construction of the sewer line to the West Fitchburg Wastewater Treatment Plant and for the upgrade of the Fitchburg Pump Station at Narrows Road and the water line from the Wachusett Reservoir to the Treatment Plant.

3 - Definition of Terms

"Person" shall mean every individual, partnership, corporation, municipal corporation, water district, firm, association or group of individuals.

Westminster's "customers or consumers" shall mean those persons in Westminster to whom Westminster sells or distributes water derived from Fitchburg under this Agreement.

Fitchburg's "customers or consumers" shall mean those persons or entities in Fitchburg and municipalities other than Westminster to whom Fitchburg sells or distributes water from the regional plant.

"Force majeure" as used in this contract, shall mean an act of God or the public enemy, wars, fires, floods, epidemics, quarantine restrictions, strikes, unforeseen events, severe weather or any other event outside of Fitchburg's control.

"Average Daily Flow" shall mean the total amount of flow in a calendar year divided by the number of days in the year. Currently this is estimated to be 0.87 millions gallons per day ("mgd").

"Maximum Daily Flow" shall mean the largest quantity of flow of water occurring within a 24-hour period.

"Maximum Allocated Capacity" to the Town of Westminster shall mean the maximum daily flow of treated water, which initially shall be 870,000 gallons per day (0.87 mgd), but which pursuant to the terms of this Agreement may increase to 1.5 mgd.

"Commissioner of Public Works" shall mean the City of Fitchburg Commissioner of Public Works, his designee or the person acting in his capacity.

"Net Project Cost" shall mean the total cost for all of the construction and capital obligations for the regional water filtration plant to be located at Hager Park, together with necessary related accessories, including but not limited to planning, design, engineering, construction, legal and administrative costs, site and easement acquisitions, and interest expenses incurred in financing the project, minus grant monies received from the United States Environmental Protection Agency (EPA) and the Massachusetts Department of Environmental Protection Agency (DEP) and/or any other funding agency. It is understood that if and when the City receives a Federal or State grant it may not be entirely for water filtration, and that only the funds that are properly attributable to the water filtration plant shall be deducted from the net project cost. Net project costs shall also include the costs for construction, design and necessary related accessories (as provided above for the regional plant) that are required for the water laboratory to be located at the Falulah plant, S.C.A.D.A. and administrative costs located at Falulah Water Treatment Plant attributable to the water filtration plant to be located at Hager Park. Net Project cost shall also include the cost of design, construction and necessary related accessories of Westminster's Pump Station/Meter Vault, the costs of which shall be separately broken out in the bid documents so that their costs can be ascertained. Notwithstanding any provision to the contrary, should the State Revolving Fund financing not be available to finance this project for any reason, the Town shall have the right to borrow its pro-rata share of the capital costs separately, and to pay to the City such pro-rata share in a single lump-sum payment at least thirty (30) days before Fitchburg is required to make its bond payment. In that case, Westminster shall not be responsible for any other interest or financing expenses incurred by Fitchburg in borrowing the funds necessary to construct the Treatment Plant.

"Operation and Maintenance Costs" (O&M) shall, subject to the limitation set forth below in the paragraph entitled Existing Agreements and Special Acts, be for all costs associated with the operation and maintenance, service and repair of the Regional Water Filtration Plant to be constructed pursuant to this intermunicipal agreement (the "regional plant"), including but not limited to: labor, supplies; equipment; utilities; chemicals; engineering studies; accounting services related to determining the cost of treatment; taxes, insurance, and other and necessary expenses directly related to the regional plant; and reserve account for capital equipment expenditures or expenditures whose intent is to maintain the design level of facility operations. This agreement does not include the normal

maintenance of the Pumping Station/Meter Vault required to supply Westminster's distribution system or the normal upkeep of this facility.

"Capital Costs" - Capital costs as used in this agreement shall mean the cost of construction, acquisition, extension or improvement of works included in this project, the cost of demolition or the removal of any building or structures on the site, the cost of furnishings and equipment Capital costs as used, financing charges, insurance during construction, cost of architectural engineering, legal or other expenses, plans, specifications, estimates and costs and such other expenses as may be necessary or incidental to any construction, extension, acquisition or improvement of such facilities and the placing of such facilities in operation, reduced by any state or federal grants or gifts. Notwithstanding any provision to the contrary, should the State Revolving Fund financing not be available to finance this project for any reason, the Town shall have the right to borrow its pro-rata share of the capital costs separately, and to pay to the City such pro-rata share in a single lump-sum payment at least thirty (30) days before Fitchburg is required to make its bond payment. In that case, Westminster shall not be responsible for any other interest or financing expenses incurred by Fitchburg in borrowing the funds necessary to construct the Treatment Plant

4 - Existing Agreements and Special Acts - Unless otherwise expressly modified hereby, all existing agreements between the City and the Town, as well as all special acts of the legislature relating to both the City and the Town, shall remain in full force and effect, including all financial aspects thereof.

5 - Plant Capacity/Conformity to Federal & State Law - The Treatment Plant initially shall have a capacity to treat water required by the appurtenant distribution systems of both the City and the Town effectively and efficiently, and shall be designed and equipped to meet all requirements of Federal and State law and to qualify for financial assistance from the United States Environmental Protection Agency and the Commonwealth of Massachusetts.

6 - Grants - It is the policy and intention of the parties to apply for, receive and utilize all appropriate financial and other aid which can be effectively used for the plant and its appurtenant facilities. To that end Westminster and Fitchburg will make joint or separate applications, as the circumstances and requirements of the grantor or grantors may require, and will provide and pledge to each faithful cooperation. Any aid received that is attributable to the regional plant will be administered and employed in accordance with the terms thereof. To the extent that it becomes available, aid shall be utilized to defray, reduce or reimburse costs of the joint undertaking pursuant to these Articles. Notwithstanding any provision to the contrary, should the State Revolving Fund financing not be available to finance this project for any reason, the Town shall have the right to borrow its pro-rata share of the capital costs separately, and to pay to the City such pro-rata share in a single lump-sum payment at least thirty (30) days before Fitchburg is required to make its bond

payment. In that case, Westminster shall not be responsible for any other interest or financing expenses incurred by Fitchburg in borrowing the funds necessary to construct the Treatment Plant

Part B – General Provisions

7 - Term/Purpose/Intent - It is the purpose and intent of this Agreement to remain in full force and effect for the lifetime of the regional plant, or for the longest period of time permitted by law, but in any event not less than the term of the initial bonding or twenty (20) years, whichever shall be longer, unless sooner terminated or extended as herein provided. It is the purpose of this Agreement that the City will supply quantities of water to the Town as a body politic and corporate for the price and under the conditions set forth herein. The parties intend that the municipal corporations entering into this Agreement are the sole and exclusive beneficiaries of the Agreement.

8 - Amendments - No officer, official, agent, or employee of Fitchburg or Westminster shall have the power to amend, modify or alter this Agreement or waive any of its provisions or to bind Fitchburg or Westminster by making any promise or representation not contained herein except by an amendment, in writing, executed by both municipal corporations in the same manner as this Agreement is executed. Neither party may rely on any conduct, statements, action, inaction or course of conduct of the employees or officers of the other party as having changed, modified or amended this Agreement. Neither party shall be constructed as waiving any provision of this Agreement unless the waiver is executed in writing as an amendment to this Agreement. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach. Forbearance or indulgence in any form or manner by either party shall not be construed as waiver nor shall it limit the legal or equitable remedies available to that party.

9 - Assignment - This agreement shall not be assigned or transferred by either party.

10 - Hold Harmless/indemnification - To the extent permitted by law, each party hereby agrees to indemnify and save harmless the other party and its agents any and all liability or claims arising from the acts or omissions of the party or its agents or employees relating to its performance under this Agreement, including but not limited to liability deriving from state and federal environmental administrative findings or orders or actions or claims for damages on account of injury to person, or property or the environment caused by any act or omission of the party, its agents or employees or any fine, penalties

or monetary awards which arise out of the party's acts or omissions under the terms of this Agreement or related to its performance of the terms of this agreement.

11 - Force Majeure - Neither Fitchburg nor Westminster shall be deemed in breach of this Agreement for failure or delay in rendering performance if such failure or delay arises out of a force majeure. Dates or times for performance which cannot be met because of force majeure shall be extended provided that the party affected notifies the other promptly of the existence and nature of the force majeure.

12 - Reports/Records/Rate Schedules - The Westminster Water and Sewer Commissioners (or such successor body that shall exercise the duties and functions now held by said Commissioners) shall be responsible for water services in Westminster and for implementation of the terms of this Agreement unless Westminster notifies Fitchburg of the appointment of a successor. Each party shall at the request of the other provide any records, reports, documents or information reasonably related to the rights and obligations of the parties under the Agreement and to the performance of the parties. Westminster shall notify Fitchburg in writing and keep Fitchburg informed of the name and title of its official or officials responsible for water supply in Westminster and for implementation of the terms of this contract.

13 - Inspections - Fitchburg has the right, upon forty-eight hour notice, to inspect and test any equipment which Westminster is required to install and/or maintain under this Agreement such as but not limited to the Master Meter, backflow device, and pumping station located around Hager Park. Inspection will not include Westminster Water Distribution System. Fitchburg can require Westminster to repair and replace any such equipment that is found not to be operating properly or that is obsolete, but in no case shall Fitchburg have the right to require Westminster to exceed industry standards and/or the minimum standards set by the Department of Environmental Protection, the Environmental Protection Agency or any other state or federal agency having jurisdiction over water quality. If Westminster fails to replace or repair any such item within a reasonable time under the circumstances and set forth in written notice to Westminster, Fitchburg may do so and bill Westminster for the direct and indirect costs thereof. Payment shall be due within thirty days after Fitchburg mails or delivers a billing statement to Westminster.

Fitchburg has the right to inspect facilities and equipment in Westminster, which may affect the quality, quantity or pressure of the water supplied to Westminster. The inspections will be limited to the pump station located around Hager Park. These inspections and any inspections permitted under this contract may include any and all tests Fitchburg deems necessary. Westminster hereby consents to Fitchburg's entry onto or into property of Westminster for the purpose of any inspection or repair, installation or maintenance, which Fitchburg may require under this Agreement. Fitchburg will not, except as expressly set forth in this agreement, perform any work in Westminster.

Westminster has the right to inspect all plant facilities with forty-eight hour notice to Fitchburg.

14 - Remedies - (a) If Westminster fails to fulfill any obligation or condition of this Agreement without legal justification (which justification shall include the failure of Fitchburg without legal justification to make any payments to Westminster required under this Agreement), Fitchburg has the right to shut off the water and terminate this Agreement by giving Westminster sixty (60) days notice, in writing, of its intent to do so. Westminster shall have the right to prevent termination by curing the default within thirty (30) days. Termination shall not release Westminster from its obligation to pay all bills due in accordance with this Agreement. Termination of these Articles of Agreement and discontinuance of the Treatment Plant as the means of treating municipal water shall not occur without affording both Westminster and Fitchburg reasonable opportunity to make alternative provision for the treatment of water. To this end, termination shall be preceded by at least three (3) years' written notice from the terminating party to the other, accompanied by an offer to provide equitable compensation to the other for their capital cost investment in the Treatment Plant. Termination shall not release Westminster from its obligation to pay all bills due in accordance with this Agreement.

(b) Any bill remaining unpaid after the thirtieth (30th) day from the date of billing shall bear interest at the rate of prime plus 2 percent computed from the thirtieth day after billing is due.

(c) If a final, enforceable order of an administrative agency, board, commission or division of the state or federal government or any court having jurisdiction thereof, impairs, restricts or prohibits, directly or indirectly, Fitchburg's rights, powers or authority to obtain, sell, contract for, or distribute water from the Treatment Plant, as described in this Agreement, Fitchburg in its sole discretion may terminate and void this Agreement by written notice to Westminster. Termination under this clause shall not release Westminster from its obligation to pay all bills then owing for services previously rendered unless to do so would be in violation of a final administrative or judicial decree, order or ruling. The notice of termination shall be given within five business days after Fitchburg receives written notice of the action or decision of such agency, board, commission, division or court. It is the intent of this notice provision to give Westminster as much advance notice as possible consistent with Fitchburg's need to terminate.

(d) Either party has the right to terminate or suspend this Agreement by sixty (60) days written notice to the other in order to protect the public health and safety of its inhabitants pursuant to a written declaration of a health or safety emergency arising out of the operation of the Treatment Plant and not otherwise by the Public Works Commissioners in the case of Westminster or the Mayor in the case of Fitchburg.

(e) If either party fails to perform any obligation under this Agreement, the other party may perform on behalf of the defaulting party and charge the costs thereof, including administrative time, to the defaulting party as a sum due under this Agreement provided written notice is given to the defaulting party allowing it reasonable time to cure the default.

(f) Fitchburg may in its sole discretion, but subject to the grievance procedure provided for in this Agreement, terminate this Agreement by written notice to Westminster if without legal justification (which justification shall include the failure of Fitchburg without legal justification to make any payments to Westminster required under this Agreement): (1) Westminster fails within thirty (30) days after notice that any sum payable hereunder is then overdue under the terms hereof, or (2) Westminster fails within thirty (30) days after notice that Westminster has failed to install or maintain any equipment as required by this Agreement.

(g) Fitchburg and Westminster shall establish an Oversight Committee whose purpose shall be to resolve disputes related to this Agreement. The Oversight Committee shall consist of four members: two from Fitchburg (The Commissioner of Public Works and the Water Quality Manager or such other person as may be designated by the Mayor), and two from Westminster (the Director of Public Works and one member of the Public Works Commission). If for any reason the four member Oversight Committee is unable to resolve any disputes within thirty (30) days then the Committee shall be expanded to eight members, two additional members from the Fitchburg City Council appointed by the Council President and two members from Westminster (one a Selectman and one additional member of the Public Works Commission). If for any reason the dispute still remains unresolved within thirty (30) days after expansion of the Committee, then the dispute shall be resolved by arbitration, and the parties shall each select one arbitrator and the two thus selected shall select a third. The decision of the arbitrators shall be final. If, however, the two arbitrators selected by the parties fail to agree on a third within thirty (30) days of the date on which the second of them shall be appointed, then the parties may individually or jointly request the American Arbitration Association to name a third arbitrator.

15 - Control of Operations - The Treatment Plant shall be under the management and control of the City. The City shall have the option to privatize all or some of plant operations but shall retain oversight management and control of the plant and shall remain primarily obligated under the terms of this Agreement. The rights and interests of Westminster shall not thereby be adversely affected. Plant operations shall be under the direction of a person possessing all licenses and experience necessary in order to operate the plant.

16 - Annual Report / Access to Records - The City shall make a financial and an operational report each year of plant operations for the previous calendar year and shall prior to the last day of January of the following year submit a copy to Westminster for inclusion

in its annual report. The City (or if the plant is to any extent privatized then the contractor retained by the City) shall at all times keep full and accurate financial accounts related to plant operations which shall be open to inspection by Westminster.

17 - Emergencies - Each party shall immediately notify the other of any emergency condition in either party's system of which it learns which may affect the quality or quantity of water supplied to Westminster by Fitchburg or the quality or quantity of Fitchburg's treated and or raw water.

18 - Pump Station / Easement - Westminster shall provide and maintain all service mains, piping, valves, pumping station, meters, meter vaults, telemetry controls, electrical service, and bear the costs for connecting this equipment to and severing it from Fitchburg's system (the "pump station"). The foregoing shall be of such design and operating parameters as Westminster shall exclusively determine, so long as compatible with plant design and function. Each service main shall be equipped with a valve and be under the sole and complete control of Westminster. The air gap and/or back flow device shall mark the limit of Fitchburg's and Westminster's respective responsibility for maintenance and control of the respective piping and service areas. Westminster shall be responsible for all of the engineering, construction, operations and maintenance, legal and administrative costs associated with the construction of the pump station and connect water mains.

The foregoing pump station of Westminster shall be located on the plant site at a location mutually satisfactory to Fitchburg and Westminster. Westminster shall, upon conveyance of the land to Fitchburg as provided in Part A, section 2, retain a permanent easement to locate, maintain, repair and replace the pump station and related fixtures and equipment (which shall at all time be and remain the property of Westminster), shall have the right to remove any and all of such equipment at any time, and shall have permanent right of access thereto without notice.

19 - Westminster's Pump Station - With respect to Westminster's pump station and related fixtures and equipment, Westminster shall provide, install and maintain at its sole cost and expense any and all devices or equipment necessary for the purposes of controlling, measuring, transmitting and recording flows of supply of water furnished and the transmitting and recording of pressures backflow devices and other required operational information at the pump station. Westminster must also maintain and repair the pump station and all pipes and valves and appurtenances in the pump station.

20 - Plans and Specifications - Westminster shall have the right to approve, in advance, the design and specifications of the Westminster Pump Station and related facilities and equipment to be designed by the engineer selected by the City.

21 - Inspection of Meters - Fitchburg and Westminster will regularly inspect the meters measuring the total supply of water from the Treatment Plant and the supply of water furnished to Westminster. Any meter or part thereof shall be repaired or replaced upon a finding that the meter is registering incorrectly. Repair of the meter in the Westminster Pump Station shall be borne solely by Westminster. Repair or replacement of the meter measuring total supply of water from the Treatment Plant shall be deemed part of plant operations to be borne by the City and the Town under the terms of this agreement. The cost of repair or replacement of any other meters servicing the City, its residents and its customers other than Westminster in the Treatment Plant shall be borne solely by the City.

If either party believes that a water meter has registered incorrectly, the Fitchburg Commissioner of Public Works or the Westminster Director of Public Works shall prepare an estimate of the amount of water furnished through the faulty meter for the purposes of billing Westminster. The estimate shall be based upon the average of three (3) preceding readings of the meter, exclusive of incorrect readings. If less than three (3) correct readings are available, fewer readings, including some obtained after the period of incorrect registration, may be used.

22 - Fitchburg Employees - Fitchburg employees, servants, and agents shall not be deemed to be Westminster's employees and Westminster's employees, servants and agents shall not be deemed to be Fitchburg's employees for any purpose including but not limited to either Workers' Compensation or unemployment insurance purposes.

23 - Grievance Resolution Grievances arising from the interpretation or application of the articles of this agreement that cannot be resolved by negotiation and agreement shall be submitted to the arbitration in accordance with the provisions of subsection (i) of the paragraph above entitled Remedies.

24 - Service of Notice - All notices or communications permitted or required by this Agreement must be in writing and shall:

As to Fitchburg, be delivered or mailed by certified mail, return receipt requested, to the Mayor's Office, 718 Main Street, City Hall, Fitchburg, MA 01420, and the office of the Commissioner of Public Works for Fitchburg at the same address.

As to the Town of Westminster, be delivered or mailed by certified mail, return receipt requested, to the Public Works Commissioners, P.O. Box 376, Westminster, MA 01473 and the office of the official designated by Westminster pursuant to Part A, paragraph 6(e) of this Agreement.

25 - Extension of Term - At such time as the term of this Agreement shall be within two (2) years of termination or expiration, the parties during the first year of said two year period shall meet to negotiate for its extension or renewal. This acknowledgment that the term of the Agreement, including any new terms or conditions, may be extended, does not impose on either party any express or implied obligations with regard to the potential negotiations or Agreement. Neither party has any added or implied obligation to extend or renew the terms of this Agreement (with or without modifications). Nothing herein shall be deemed to limit or modify the term of this Agreement as set forth in Part B, paragraph 7 of this Agreement.

26 - Forum and Choice of Law - This agreement and any performance under it shall be interpreted and governed in accordance with the laws of the Commonwealth of Massachusetts. Any and all proceedings or actions relating to the subject matter herein shall be brought and maintained in the courts of the Commonwealth which shall have exclusive jurisdiction thereof.

27 - Regulatory Authority - This agreement is subject to the lawful rules, regulations, decisions, orders or directives of any agency of the state and federal government with jurisdiction over the parties or subject matter of the Agreement. Any and all conditions, rules, regulations, orders or other requirements heretofore or hereafter placed upon Fitchburg or Westminster by the United States Environmental Protection Agency, by the Massachusetts Department of Environmental Protection, by any court of competent jurisdiction or by any other applicable Federal, state or county agency, shall be construed to become a part of this Agreement unless the Agreement is terminated as elsewhere provided in this Agreement. Further, any additional costs placed upon Fitchburg as a result of any orders of the above-referenced court or agencies which additional costs are directly attributable to the supplying of water to Westminster by Fitchburg shall be borne by Westminster.

28 - Severability/ Headings/ Integration - If any provision of this Agreement is declared or found illegal, unenforceable or void, then both parties shall be relieved of all obligations under the provision. The remainder of the contract shall be enforced to the fullest extent permitted by law. The headings are to be enforced and the fullest extent permitted by law. The headings are used for reference only and shall not be a factor in the interpretation of this Agreement. This Agreement shall supersede all other verbal and written Agreements and negotiations by the parties relating to performance of the obligations under this Agreement and contains the full and complete agreement of the parties on this subject. Nothing herein shall in any way alter any other agreements between the parties or special acts of the legislature related to the City's water resources located in the Town or any other agreement or special legislation relative to intermunicipal matters between Fitchburg and Westminster.

PART C

29 - Method of Supply - Fitchburg agrees to furnish and Westminster agrees to purchase and take a supply of water in accordance with the conditions hereof. Fitchburg shall supply the water through a new 12-inch main with minimum psi to the Westminster Pump Station located on the site of the Treatment Plant. The means and methods of supplying water shall be as determined and approved by the Fitchburg Commissioner of Public Works and the Westminster Public Works Commission.

30 - Quality - (a) Fitchburg shall supply Westminster at the Pumping Station/Meter Vault with water of a quality commensurate with the Potable Water Supply Standards of the Commonwealth of Massachusetts to meet all drinking water standards. Fitchburg shall, if requested by Westminster, provide at no charge to Westminster a copy of the chemical analysis report prepared for and provided to the Commonwealth of Massachusetts. Fitchburg warrants the water quality only to the Westminster Pumping Station/Meter Vault. Westminster has the responsibility for maintaining the water quality at any point beyond such Pumping Station/Meter Vault and within Westminster's distribution system including but not limited to the addition of chlorine above what is normally required for disinfection purposes in the distribution system and fluoride. Fitchburg has the right to adopt any protective measure or treatment affecting the water as it deems desirable for the benefit of its inhabitants [even if it affects water supplied to Westminster under this Agreement so long as the water quality is consistent with this paragraph.] Fitchburg shall maintain its water in accordance with applicable state and federal laws and regulations.

(b) The plant shall be designed and constructed such that both the City and the Town may determine whether water introduced into their separate distribution systems shall be fluoridated or not.

31 - Quantity (a) Quantities of water initially to be furnished to Westminster shall not exceed a maximum daily flow of 870,000 gallons (0.87 mgd). This computation will be based upon the preceding twelve-month period. Subject to the provisions of Section 34 pertaining to capital cost contribution and Section 35 pertaining to the right to sell water to others, Westminster shall have the right to additional quantities of water up to a maximum of 1,500,000 gallons per day (1.5 mgd).

Westminster shall be exempt from the forgoing 0.87 mgd limit for a total of seven (7) days in any given calendar year without triggering the contract requirement that the capital and operating obligations of Westminster must be renegotiated. For purposes of the foregoing, however, only consumptive water usage shall be counted.

Non-consumptive uses such as fire-fighting emergencies, major main breaks, and seasonal flushings shall not be counted.

If the maximum daily flow is exceeded on any given day, Westminster will pay its proportionate share of the operating costs on a daily basis. This is exclusive of the capital cost share on an incidental basis to Westminster.

(b) Fitchburg's obligation to supply water is understood to be dependent upon plant output sufficient to meet the needs of both communities. Should it develop that there is a deficiency in plant output such that these levels cannot be maintained, then the deficiency shall be borne by both communities in the same proportion as the obligated capacities established under this agreement. The parties acknowledge that they have contemplated that the supply of water to the City shall be from the Treatment Plant under this Agreement and another plant to be constructed by the City, known and referred to as the Falulah Plant. The provisions of the paragraph regarding the sufficiency of the supply of water from the Treatment Plant shall not apply to any deficiency in supply to the City caused in whole or part by the failure to construct the Falulah Plant or the failure of the Falulah Plant to provide a sufficient quantity of water.

(c) Fitchburg has no responsibility to notify Westminster customers of any decision to ration or curtail water supply under the provisions of this Agreement. Westminster shall have the obligation to inform all of its customers before the rationing or curtailing of water supply under this Agreement. If Fitchburg decides to ration service it will only notify Westminster, and not Westminster customers. If Fitchburg determines to ration or curtail service as above provided, it shall concurrently ration or curtail service to its own customers in the same manner and to the same extent. Upon receipt of such notice Westminster shall give sixty (60) days written notice to its customers, or such other reasonable notice as the circumstances require.

32 - Funding and Appropriations - Westminster agrees to appropriate annually sufficient money to pay for its obligations under this agreement for both the operating costs of the water filtration facility and its proportionate share of capital. Prior to each Fiscal Year, the City shall prepare an estimated operating budget for its filtration facilities. The operating budgets as well as the previous year's water consumption shall be used in the forecasting of Fitchburg's and Westminster's anticipated costs in any given fiscal year. Prior to the close of each fiscal year, Fitchburg and Westminster shall appropriate sufficient funds in order to properly credit either Fitchburg and/or Westminster with its pro rata share of the operating, maintenance and capital costs. It is understood that the City may prepare consolidated budgets and forecasts, and it is agreed that they will be in such form as to permit complete and concise identification of those portions of the total budget and forecast that relate to the regional plant, and sufficient for the City to encumber those funds as are properly related thereto.

33 - Rates and Billing - The rate initially established for water shall be the cost to produce and deliver 870,000 gallons per day (0.87 mgd) to the point of entry into Westminster (its pump station is as set forth on the spreadsheet in Schedule "A" attached). Attached hereto and incorporated herein as Schedule "A" is a spreadsheet setting forth the direct and indirect capital and operating costs and expenses of the plant. It should be noted that portions of Schedule A are actual, specified amounts while other portions thereof are variable amounts. The actual, specified amounts relate: (i) to operations, administrative, and support personnel, and (ii) other direct costs, and Westminster's share thereof shall be the percentage of the line items set forth on the schedule. The variable amounts relate to certain water plant direct costs dependent upon actual flow, as set forth in Schedule "A."

Fitchburg shall bill Westminster at a rate of once per month as established by the Commissioner of Public Works for all water furnished to Westminster under this Agreement and Westminster shall pay the water bill within thirty (30) days of the receipt.

Upon termination of this contract, for any reason, Westminster and its customers shall have no right under this agreement to purchase or use water from Fitchburg; however, nothing herein shall be deemed to foreclose Westminster from having and exercising such water rights as derive from other agreements between the parties and under acts of the legislature.

Should Westminster's flow rate exceed 0.87 mgd, it shall pay Fitchburg at the same rate, but if in excess of 0.87 mgd for more than seven (7) days in any calendar year then the City and the Town will (as provided elsewhere in this agreement) enter negotiations to determine the amount that the Town will pay the City toward the City's capital costs in constructing the plant.

For water in excess of 0.87 mgd Westminster shall pay Fitchburg the proportionate share of the cost of producing the water for the system and the capital facilities based upon 0.87 mgd / 10.5 mgd.

34 - Capital Costs - The City will construct the plant and will be authorized to incur the debt for the construction costs. The City will be the owner of the plant. Percentages of capital costs will be as set forth herein. The Town will be assessed its portion of the capital costs to pay for the interest and debt on the plant separate from its share of the costs of operating the plant. The capital costs once established upon completion of construction shall thereafter remain unchanged whether on the basis of usage or otherwise, and shall be governed by the provisions set forth herein.

Westminster's share of the capital costs for constructing the regional plant and the construction costs associated with the S.C.A.D.A. and the water laboratory at the "Falulah Facility" shall be based on a pro rata share, but in any event shall not exceed \$2,000,000 in capital costs and interest as the combined expense for (i) plant construction (estimated at \$1,165,000), (ii) construction of Westminster's water pump station to be constructed at the

plant site inclusive of pump, housing, mains, pipes, and ancillary equipment (estimated at \$650,000), and (iii) engineering, administration and legal expenses it incurs in connection with (i), (ii) and (iii) (estimated at \$185,000).

Westminster shall have the following options for paying its pro-rata share of capital costs:

(a) as for any funds borrowed through the State Revolving Fund, the town may pay its proportionate share of any installment payment to be made by Fitchburg on the same schedule as the city makes its payment on the State Revolving Fund loan. Westminster shall tender such proportionate share, including principal and interest, to the city at least ten (10) days prior to the date upon which Fitchburg is required to make such payment.

(b) as for any funds Fitchburg has paid in advance for engineering on the Westminster pump station prior to the bidding of the project, and which is not reimbursed to the city through the State Revolving Fund loan, Westminster shall tender payment within thirty (30) days of the presentation by the city of evidence of such payment and a request for reimbursement. In no case shall such payments exceed \$185,000.00, nor shall any such payment be made prior to July 1, 1998. Any such payments shall be part of the town's share of capital costs as set forth in subsection 34 (iii) above.

(c) lump sum payment, including accrued interest, thirty (30) days before Fitchburg is required to make its bond payments;

(d) should the State Revolving Fund financing not be available to finance this project for any reason, the Town shall have the right to borrow its pro-rata share of the capital costs separately, and to pay to the City such pro-rata share in a single lump-sum payment at least thirty (30) days before Fitchburg is required to make its bond payment. In that case, Westminster shall not be responsible for any other interest or financing expenses incurred by Fitchburg in borrowing the funds necessary to construct the Treatment Plant.

Pro rata cost sharing of Capital Costs shall be the ratio of Westminster's Maximum Allocated Capacity divided by 10.5 mgd (the firm maximum daily flow capacity of the regional plant).

It is understood that in the event Westminster's maximum allocated capacity is increased from the original 0.87 mgd to a greater amount, Westminster shall pay a proportionately greater share of capital costs. Westminster shall have the right to make a single lump-sum payment of such additional capital costs, including all interest actually incurred by the City to the date of the payment.

For future plant upgrades and for construction of additional processes which increase the level of treatment (but not the hydraulic capacity) at the plant, Westminster shall pay its pro rata share based upon its maximum allocated capacity.

For future hydraulic expansion, Westminster shall pay its pro rata share of additional hydraulic capacity which has been allocated to Westminster. The additional hydraulic

capacity to be allocated to Westminster, unless the parties shall otherwise agree, shall not exceed an average day capacity of 1.5 mgd.

35 - Fitchburg's Right to Sell to Others - For purposes of this section, Westminster's "Committed Capacity" shall be understood to be 0.87 mgd, its "Reserve Capacity" shall be understood to amounts over its Initial Capacity to the upper limit of 1.5 mgd. All amounts over 1.5 mgd shall be understood to be "Excess Capacity." The City will at all times maintain the Committed Capacity for the exclusive benefit of Westminster under the terms of this Agreement. The City shall have the right to sell all or any portion of the Excess Capacity to others, having first given Westminster written notice of its intent to sell and an opportunity to purchase any or all of such Excess Capacity on the same terms it had proposed to sell to others; and in the same manner the City shall have the right to sell all or any portion of the Reserve Capacity, but during the first two years following substantial completion of both the Treatment Plant under this Agreement and the Falulah Plant, no such sale of all or any portion of the Reserve Capacity shall be allowed other than with the prior written assent of Westminster. Westminster shall have sixty (60) days following Fitchburg's notice of intention to sell Excess or Reserve Capacity to another within which to give written notice of its intent to exercise its right of first refusal hereunder. It should be noted that at the time of this agreement Fitchburg supplies the Town of Lunenburg with 0.5 mgd, and is currently in discussions with the City of Leominster.

36 - Payments by Fitchburg to Westminster in lieu of Taxes - The City shall pay to Westminster annually the sum of Thirty Thousand (\$30,000) Dollars, which the parties agree is a fair estimate of the taxes which would be assessed based upon the value of the property subject to the applicable provisions of General Laws, Chapter 59. The obligation to make the payments under this paragraph shall continue for all years, or portions thereof, in which the City or its assignee owns and/or operates the Treatment Plant on the site.

37 - Excess Fill from Construction Site and Timber - Subject to restrictions imposed by state or local wetlands laws, and orders of the Westminster Conservation Commission, excess fill from plant construction site shall be the property of Westminster, unless it shall decline delivery in which case it shall be the property of the City. Timber removed from the site during construction shall be the property of Westminster. No later than the ninetieth (90th) day prior to the opening of bids for the construction of the plant, the Town shall have the right to remove timber from the site prior to the commencement of construction, it being the Town's intention to devote the proceeds of sale thereof to park purposes in memory of Mr. Hager.

38 - Access Way - As soon as practicable after the transfer of the project site from Westminster to Fitchburg, the access way to the plant shall be designed and constructed by Fitchburg. Westminster will take all necessary steps to make available to the City for this purpose land now or formerly of one Church.

39 - DELETED.

40 - Operation and Maintenance Costs - The City shall annually determine the amounts required for the payment of operation and maintenance costs and apportion the costs so determined between Fitchburg and Westminster in the following manner:

- (1) During the planning and construction period, and during the first full year of regular operation, the administrative costs incurred by the City shall be divided between the City and the Town in the same percentage as that provided for capital costs in the previous paragraph of this Section.
- (2) During the first year of regular operation (both the City and the Town connected to the plant), the City shall apportion all operation and maintenance costs as set forth in Schedule A.
- (3) Other than for the first full year of plant operation, Westminster's share of the operating costs for any monthly period shall be based upon a one year rolling average, the year being defined as the twelve month period ending on the last day the second month prior to the monthly payment. Payment shall be made upon invoice to the Town by the City, and shall become due and payable sixty (60) days from the date of receipt thereof.
- (4) In July of each year, the City shall determine the actual operating costs of the Treatment Plant and the recorded flow to the City and the Town for the previous fiscal year. In the event that the total amount of the semi-annual payments exceeds or is less than the annual costs due from Westminster, any excess or deficiency shall be adjusted on the next monthly payment.
- (5) The City shall establish one or more enterprise funds designed for the operation of the regional plant and at its option other water facilities of the City. The City shall thereafter maintain full and accurate accounts for the operation of the plant and the direct and indirect costs of the plant attributable to operations as distinct to capital. The direct and indirect costs of operations and acquisition of fixed assets that are to be used in the plant shall thus be maintained in the enterprise fund or funds in such manner as to permit ready identification of those portions thereof relating to the regional facility. All costs associated with delivering treated water from the plant to the separate distribution systems of the City and the Town shall be the separate expenses of the City and Town and not of the enterprise.

41 - Plant Expansion - In the event that renovations or additional treatment capacity is desired or is required to comply with State or Federal laws and/or regulations, the cost related thereto shall be annually apportioned between the City and Town according to a pro-rata charge in the same percentage as that provided herein for capital or in accordance with any applicable federal laws or regulations.

42 - Flow Measurement - Fitchburg and Westminster agree that flow measurements used in calculating Westminster's share of the Operations and Maintenance costs of Water Treatment will be calculated as follows:

The volume of flow used in computing Westminster's share of the O&M costs shall be based on the actual metered gallons provided to Westminster divided by the sum of the total treated water flow from the plant.

Fitchburg shall construct, operate and maintain two Master Meters and Westminster shall construct, operate and maintain one Master Meter in order to calculate Westminster's share of the O&M costs. The Master Meters shall be calibrated annually by an independent party. Fitchburg and Westminster shall have access to both meters during normal working hours.

43- Miscellaneous -

- (a) Utilities to the site of the Treatment Plant shall be installed underground to minimize the impact of the plant of the remainder of Hager Park.
- (b) Building inspection and related fees shall be charged to the City based upon the actual cost to the Town for such services and not as a percentage of building value.
- (c) In an effort to provide Westminster greater sewer capacity the City and the Town agree to execute an amendment to the existing Intermunicipal Agreement for Waste Water Collection, Treatment and Disposal, between the parties hereto, dated March 13, 1995, in the form attached hereto as Schedule B.

WHEREOF, on this date first mentioned, the officials of the City of Fitchburg and the Town of Westminster hereto execute this Agreement, in - quadruplicate copies. When executed, the Agreement shall be recorded in the office of the Clerk of each municipality.

CITY OF FITCHBURG

(Seal of City of Fitchburg)

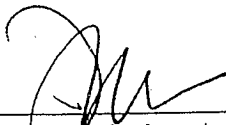
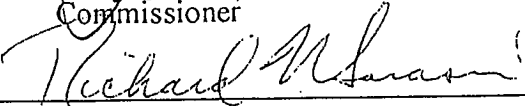
By Mary H. Whitney
Mayor of Fitchburg

Approved as to Form and Legality

By John B. B. Smith
Asst. City Solicitor


Approved by Fitchburg Commissioner
Of Public Works

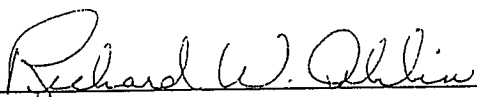
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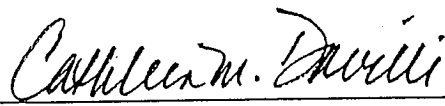
By 
Commissioner
By 
City Auditor

(Seal of Town of Westminster)


TOWN OF WESTMINSTER

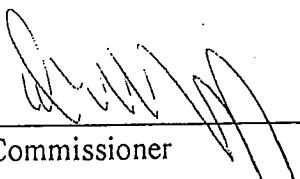
By 
Selectman

By 
Selectman

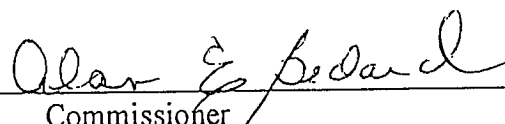
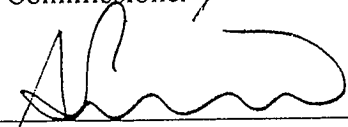
By 
Selectman

Westminster Public Works Commission

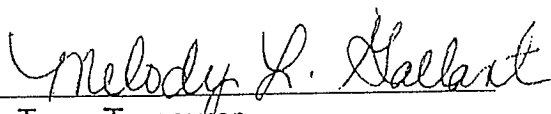
By 
Commissioner

By 
Commissioner

Approved as to Form and Legality

By 
Commissioner
By 
Counsel to Public Works
Commission

Subject to Appropriation

By 
Town Treasurer

Allocation of Joint Water Supply Costs				Note Does not include	
				Reservoir Maintenance	
				5-Feb-98	
Description	Total Cost	Cost Associated With Water Treatment	Cost WTP Fitchburg	Cost Responsibility Westminster	Comments
Deputy Commissioner	\$49,968	\$36,357	\$35,993	\$364	1 % of WTP associated cost
Water Quality Manager	\$47,074	\$40,799	\$38,351	\$2,448	6 % of WTP associated cost
Water System Maintenance Manager	\$47,074	\$0	\$0	\$0	0
Water Registrar & Office Manager	\$30,778	\$4,617	\$4,238	\$379	8.2 % of WTP related Costs
Jr. Hydraulic Engineer	\$33,660	\$0	\$0	\$0	0
Bacteriologist	\$24,795	\$0	\$0	\$0	0
Principal Clerk	\$24,795	\$0	\$0	\$0	0
Carpenter					
Motor Equipment Repairman					
Operations Coordinator					
Reservoir Guard	\$26,037	\$0	\$0	\$0	Cost to be in amended water supply agreement
Student Intern	\$0	\$0	\$0	\$0	0
Instrument Repairman					
Dispatcher	\$13,019	\$9,764	\$8,963	\$801	8.2 % of WTP related Costs
Construction Inspector	\$27,249	\$0	\$0	\$0	0
Total Management/Admin	\$299,654	\$91,537	\$87,546	\$3,991	\$0
Water Treatment Plant Payroll					
Chief Operator	\$40,000	\$40,000	\$36,720	\$3,280	8.2 % X Cost up to 1.5 MGD reserve capacity
Shift Operator 1	\$35,000	\$35,000	\$32,130	\$2,870	8.2 % X Cost up to 1.5 MGD reserve capacity
Shift Operator 2	\$35,000	\$35,000	\$32,130	\$2,870	8.2 % X Cost up to 1.5 MGD reserve capacity
Shift Operator 3	\$35,000	\$35,000	\$32,130	\$2,870	8.2 % X Cost up to 1.5 MGD reserve capacity
Lab/Bact T/O Operator	\$35,000	\$35,000	\$32,130	\$2,870	8.2 % X Cost up to 1.5 MGD reserve capacity
Inst/Elec Tech	\$35,000	\$35,000	\$32,130	\$2,870	8.2 % X Cost up to 1.5 MGD reserve capacity
Operator 1	\$28,000	\$28,000	\$25,704	\$2,296	8.2 % X Cost up to 1.5 MGD reserve capacity
Operator 2	\$28,000	\$28,000	\$25,704	\$2,296	8.2 % X Cost up to 1.5 MGD reserve capacity
Laborer/Sampler/Entry Operator	\$26,000	\$26,000	\$23,868	\$2,132	8.2 % X Cost up to 1.5 MGD reserve capacity
Overtime	\$26,000	\$26,000	\$23,868	\$2,132	8.2 % X Cost up to 1.5 MGD reserve capacity
Total Water Plant Payroll	\$323,000	\$323,000	\$286,514	\$26,486	
Water Plant Direct Costs					
Chemicals Fallow plus Regional	\$192,809	\$192,809	\$175,594	\$17,215	0.5 MGD/5.6 MGD X COST
Electricity Fallow plus Regional	\$180,000	\$180,000	\$163,929	\$16,071	0.5 MGD/5.6 MGD X COST
Heating Oil Fallow plus Regional	\$65,000	\$65,000	\$59,196	\$5,804	0.5 MGD/5.6 MGD X COST

To be adjusted based on actual flow
To be adjusted based on actual flow
To be adjusted based on actual flow

ALLOCATION OF JOINT WATER SUPPLY COSTS				Note Does not include Reservoir Maintenance	
Description	5-Feb-98	Cost		Responsibility	Comments
	Total Cost	Cost Associated With Water Treatment	WTP		
Telemetry	\$20,000	\$20,000	\$18,214	\$1,786	0.5 MGD/5.6 MGD X COST
Lab Supplies	\$20,000	\$20,000	\$18,214	\$1,786	0.5 MGD/5.6 MGD X COST
Taxes Hager Park only	\$30,000	\$30,000	\$30,000	\$0	0.5 MGD/5.6 MGD X COST
Repair and Maintenance of Water Plant Equipment	\$10,000	\$10,000	\$9,107	\$893	0.5 MGD/5.6 MGD X COST
Contingency Filtration Direct Costs	\$50,000	\$50,000	\$45,536	\$4,464	0.5 MGD/5.6 MGD X COST
Total Water Filtration Direct Costs	\$567,809	\$567,809	\$519,790	\$48,019	
Other Water Dept Payroll Costs					
Emergency Paging Stipends	\$14,500	\$5,438	\$4,992	\$446	8.2 % X Cost up to 1.5 MGD reserve capacity
Longevity	\$20,000	\$10,747	\$9,866	\$881	8.2 % X Cost up to 1.5 MGD reserve capacity
Clothing	\$16,000	\$3,200	\$2,938	\$262	8.2 % X Cost up to 1.5 MGD reserve capacity
Sick Day Buy Back	\$8,000	\$8,000	\$7,344	\$656	8.2 % X Cost up to 1.5 MGD reserve capacity
Overtime	\$88,192	\$25,902	\$23,778	\$2,124	8.2 % X Cost up to 1.5 MGD reserve capacity
Contingency	\$40,000	\$21,493	\$19,731	\$1,762	8.2 % X Cost up to 1.5 MGD reserve capacity
Total Other Payroll	\$186,692	\$74,780	\$68,648	\$6,132	
Other Direct Costs					
Electricity	\$60,000	\$60,000	\$59,900	\$100	Allocation
Telemetry	\$5,000	\$0	\$0	\$0	Fitchburg Distribution Telemetry Costs
Telephone	\$9,000	\$9,000	\$8,900	\$100	Allocation
Office Supplies	\$11,000	\$11,000	\$10,098	\$902	8.2 % X Cost up to 1.5 MGD reserve capacity
Travel & Meetings	\$4,000	\$4,000	\$4,000	\$0	
Travel Out of State	\$500	\$500	\$500	\$0	
Repair & Maintenance of WTP Buildings	\$20,000	\$20,000	\$18,360	\$1,640	8.2 % X Cost up to 1.5 MGD reserve capacity
Departmental Equipment	\$45,000	\$45,000	\$44,550	\$450	Allocation
Repair & Maintenance of WTP Equipment	\$35,000	\$35,000	\$32,130	\$2,870	8.2 % X Cost up to 1.5 MGD reserve capacity
Heating Fuel Admin	\$24,500	\$24,500	\$24,500	\$0	
Gas & Oil	\$25,000	\$25,000	\$22,950	\$2,050	8.2 % X Cost up to 1.5 MGD reserve capacity
Automobile	\$25,000	\$25,000	\$22,950	\$2,050	8.2 % X Cost up to 1.5 MGD reserve capacity
Clothing	\$1,200	\$1,200	\$1,102	\$88	8.2 % X Cost up to 1.5 MGD reserve capacity
Flow Meters & Regulators WTP Only	\$25,000	\$25,000	\$22,950	\$2,050	8.2 % X Cost up to 1.5 MGD reserve capacity
Taxes Other Towns Reservoir etc	\$38,500	\$38,500	\$38,500	\$0	To be negotiated with Reservoir Agreement
Contracted Services	\$120,000	\$120,000	\$110,160	\$9,840	8.2 % X Cost up to 1.5 MGD reserve capacity
SDWA Assessment	\$18,000	\$18,000	\$18,000	\$0	Westminster to Pay DEP Direct for Town Flows
Training & License	\$8,000	\$8,000	\$7,344	\$656	8.2 % X Cost up to 1.5 MGD reserve capacity

To be adjusted based on actual flow
To be adjusted based on actual flow
Fixed cost as per agreement
To be adjusted based on actual flow
To be adjusted based on actual flow

ALLOCATION OF JOINT WATER SUPPLY COSTS

Note Does not include
Reservoir Maintenance

Description	8-Feb-98 Total Cost	Cost Associated With Water Treatment		Cost WTP		Cost Responsibility		Comments
				Fitchburg	Westminster			
Total Other Direct Costs	\$474,700	\$469,700		\$446,894	\$22,806			
Indirect Costs								
Department Costs	\$110,000	\$61,820		\$56,751	\$5,069		8.2 % X Cost up to 1.5 MGD reserve capacity	
City Hall Space	\$10,000	\$5,000		\$5,000	\$0			
Insurance/Pension Etc (unclassified)	\$360,000	\$202,321		\$185,731	\$16,590		8.2 % X Cost up to 1.5 MGD reserve capacity	
Total Indirect Costs	\$480,000	\$269,141		\$247,481	\$21,660			
Total Operation & Maintenance	\$2,331,855	\$1,795,967		\$1,666,874	\$129,093			
Construction								
Filtration Plants	14500000	\$14,500,000		\$13,425,571	\$1,074,429		0.87 MGD capacity reserved for Westminster	
Westminster Pump Station		\$650,000		\$0	\$650,000		Vacuum prime Pump Station	
Faulish					\$32,000			
Wachusett PS and Pipe	\$500000	\$500,000		\$441,429	\$58,571		All pump station O&M to be paid by Westminster	
Engineering/legal/adm'n		\$1,565,000		\$1,380,000	\$185,000			
Total Construction Costs		\$17,215,000		\$2,000,000				