

ORIGINAL SIGNED COPY  
SIGNED BY ALAN 4/11/2000  
BEDARD

# WASTEWATER TREATMENT FACILITIES COMMISSION

718 MAIN STREET, FITCHBURG, MA 01420

Office (978) 345-9622

Fax (978) 345-9623

Deborah Welch Wright - Chairperson  
Phyllis G. Hertel - Vice Chairperson  
James Shuris, P.E. - Secretary  
Robert K. Blackburn

John S. Chicknavorian  
Christopher J. Egan  
Richard H. Healey



Peter D. Hughes, P.E.  
General Manager



March 3, 2000

Mr. Alan E. Bedard, Chairman  
Westminster Public Works Commission  
P.O. Box 376  
Westminster, MA 01473

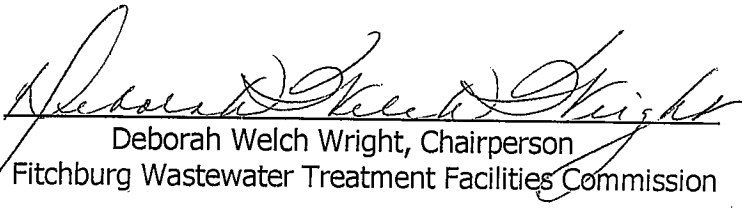
Re: Flow Transfer to East Plant

Dear Mr. Bedard:

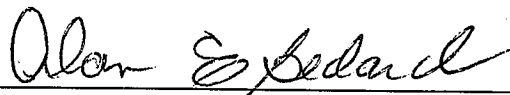
In consideration of your request dated February 1, 2000 the Fitchburg Wastewater Commission is hereby authorizing Westminster to increase the allowed flow to the East Plant by 20,000 gallons per day and to reduce the flow entitlement to the West Plant by the same amount.

Fitchburg's Solicitor, Attorney Michael Ciota has informed us that this may be treated as an administrative action by the Commission and thus does not require a formal Contract amendment. Please sign one of the copies and return it to the Wastewater Office at City Hall. If you have any questions concerning this matter, kindly contact our General Manager, Mr. Peter Hughes. Thank you.

Signed:

  
Deborah Welch Wright, Chairperson  
Fitchburg Wastewater Treatment Facilities Commission

Accepted:

  
Alan E. Bedard, Chairman  
Westminster Public Works Commission

C: Attorney Michael J. Ciota, City Solicitor

**FIRST AMENDMENT TO  
INTERMUNICIPAL AGREEMENT  
FOR WASTEWATER COLLECTION, TREATMENT AND DISPOSAL  
BETWEEN  
CITY OF FITCHBURG, MASSACHUSETTS  
AND  
TOWN OF WESTMINSTER, MASSACHUSETTS**

This amendment to the Intermunicipal Agreement for Wastewater Collection, Treatment and Disposal Between City of Fitchburg, Massachusetts and Town of Westminister, Massachusetts ("agreement"), is entered into by and between the City of Fitchburg, Worcester County, Massachusetts, by its Mayor and City Council ("Fitchburg" or the "City"), and the Town of Westminister, Worcester County, Massachusetts, by its Board of Selectmen ("Westminister" or the "Town") (Collectively "the parties") on this *26th* day of *May*, 1998.

WHEREAS, the parties entered into the Agreement dated March 13, 1995;

WHEREAS, the Agreement granted to Westminister the right to discharge a certain amount of wastewater into Fitchburg's sewer system, and;

WHEREAS, the parties wish immediately to allow Westminister to discharge an additional 20,000 gpd of wastewater into Fitchburg's sewer system, to allow Westminister to re-route the wastewater permitted to be discharged under the Agreement from the Route 31 sewer line through the sewer line to be constructed pursuant to the Intermunicipal Agreement for the Construction and Operation of the Fitchburg-Westminister Water Treatment Plant, and to permit Westminister to gain an increased flow of wastewater in the future, and;

WHEREAS, the Agreement permits amendments thereto by written instrument;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereby agree and covenant as follows:

1. The Agreement shall be amended and modified by amending subparagraph 12.1 as follows:

12.1 Westminister agrees to purchase sewage disposal services and capacity from Fitchburg in accordance with the terms and conditions of this Agreement. Westminister shall be entitled to discharge 320,000 gallons per day of Normal Strength Wastewater into Fitchburg's sewer collection system at agreed upon metered locations. Westminister shall discharge up to 250,000 GPD through the Route 2A metering station and up to 70,000 GPD through the Route 31 metering station or through the sewer line to be constructed pursuant to the Intermunicipal Agreement to

the Construction and Operation of the Fitchburg-Westminster Water Treatment Plant.

2. The Agreement shall be amended and modified by inserting the following after subparagraph 16.1:

- 16.2 Fitchburg shall commence and complete a comprehensive Inflow and Infiltration ("I & I") study of the city at its own expense with a completion date of the study of June 30, 2000.
- 16.3 Should the I & I study not be completed and delivered to Westminster on or before June 30, 2000, then, notwithstanding any provision of this or any other agreement between the parties to the contrary, Westminster shall not be penalized if it exceeds its capacity of wastewater output under any such agreement until such time as the I & I study is completed and delivered to Westminster, and Westminster has had a reasonable time in which to undertake the steps contemplated under this Agreement, as amended, to increase its capacity of wastewater output. Provided, however, that any wastewater output which exceeds the 320,000 gpd as provided in section 12.1 of this amendment shall be charged at the most recently adopted rate structure of \$2.50 per 100 cubic feet.
- 16.4 After completion and delivery of the I & I study, Westminster shall have one hundred and eighty (180) days in which to elect whether to obtain additional sewer capacity ("additional flow") at the East Fitchburg Wastewater Treatment Plant by paying for such I & I corrections as will yield the desired amount of additional flow. Westminster shall have the right to all additional flow made available by Westminster's payment for I & I corrections, subject to the limitations and terms set forth in section 16.6 of this amendment.
- 16.5 In addition to or in lieu of the right to make I & I corrections as set forth in section 16.4, above, Westminster shall have the right to construct, at its sole expense, an additional filter at the West Fitchburg Waste Water Treatment Plant. Fitchburg hereby warrants that there is space at the West Plant to accommodate the construction of a new filter. Fitchburg further warrants and agrees that it shall take no action to lease, convey, license, permit or encumber such space, thereby eliminating such space for use by Westminster, prior to the exercise of Westminster's right of election under this section and section 16.4. Fitchburg hereby agrees to grant any and all easements, licenses and permits to Westminster reasonably necessary for the completion of the construction of the additional filter, and to maintain and repair the filter. After

construction by Westminster it is understood that Fitchburg will own, operate and maintain the new biofilter and will invoice Westminster in a like manner to other Waste Water participants for their use and input into the system. Westminster shall have the right to all wastewater flow attributable to construction of the additional filter, subject to the limitations and terms set forth in section 16.6 of this amendment. Westminster shall have one hundred and eighty (180) days after the delivery of the completed I & I study by Fitchburg to exercise its rights under this paragraph. If Westminster does not exercise its rights under this paragraph and/or fails to commence construction of same within five (5) years of its election to do so, Fitchburg shall be released from any obligation under this paragraph.

16.6 Notwithstanding any provision of this amendment to the contrary, Westminster shall have the right to additional flow as follows:

16.6.1 For and during the first 5-year period after the City provides the I&I study to Westminster, the Town shall have the right to an additional 250,000 gpd of flow, either by I & I improvements as provided in section 16.4 of this amendment or by installation of a biofilter as provided in section 16.5 of this amendment. For all additional flow capacity obtained by the Town by I & I improvements and/or construction of a biofilter during this 5-year period, the Town shall be entitled to one gallon of additional flow for each gallon of capacity increased by the Town pursuant to either section 16.4 or section 16.5 of this amendment.

16.6.2 For and during the 10-year period subsequent to the 5-year period set forth in section 16.6.1, above, the Town shall be entitled to an additional flow of 250,000 gpd by paying for I & I improvements. For all additional flow capacity obtained by the Town by I & I improvements during this 10-year period, the Town shall be entitled to one gallon of additional flow for each two gallons of capacity increased by the Town by I & I improvements.

16.7 The rate for additional flow shall be at the rate charged under the Agreement for flow to the West Fitchburg Plant regardless of whether the additional flow is to the East Fitchburg Plant or the West Fitchburg Plant. The provisions of this subparagraph shall not be construed to modify the rate structure for the existing sewer flow to the East Plant under the Agreement, which rate structure shall remain unchanged, but shall apply only to the additional flow provided herein.

3. Except as expressly provided herein, all covenants, agreements, terms and conditions contained in the Agreement shall remain in full force and effect and are hereby ratified by the parties.
4. This Amendment shall take effect upon the execution of the Intermunicipal Water Filtration Plant Agreement between Fitchburg and Westminster and shall be void if said both Fitchburg and Westminster do not execute Agreement.

IN WITNESS WHEREOF, on the date first mentioned above, the officers of the City of Fitchburg and the Town of Westminster execute this First Amendment to Intermunicipal Agreement for Wastewater Collection, Treatment and Disposal Between City of Fitchburg, Massachusetts and Town of Westminster, Massachusetts.

CITY OF FITCHBURG

(Seal of City of Fitchburg)

By Mary H. Whitney  
Mayor of Fitchburg

Approved as to Form and Legality

By John B. Barrett  
Asst. City Solicitor

Approved by Fitchburg Wastewater  
Treatment Facilities Commission

By [Signature]  
Chairperson

TOWN OF WESTMINSTER

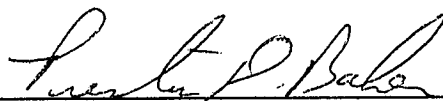
(Seal of Town of Westminster)

By Robert D. Baker  
Selectman


By Richard W. Quinn  
Selectman

By Cathleen M. Davelli  
Selectman

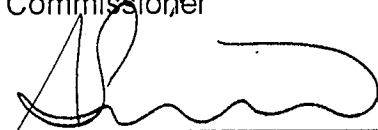
Westminster Public Works Commission

By   
Commissioner

By   
Commissioner

By   
Commissioner

Approved as to Form and Legality

By   
Counsel to Public Works  
Commission