

## **INTERMUNICIPAL SEWER AGREEMENT**

This INTERMUNICIPAL SEWER AGREEMENT made and entered into this 1st day of April, 2025 by and between the Town of North Attleborough, acting by its duly authorized Board of Public Works, of 240 Smith Street, North Attleborough, Bristol County, Massachusetts (hereinafter the "Board"), and the Town of Plainville, by its duly authorized Select Board, acting as the Board of Water and Sewer Commissioners, of 171 East Bacon Street, Plainville, Norfolk County, Massachusetts (hereinafter "Commissioners"), both being municipal corporations duly organized under the laws of the Commonwealth of Massachusetts.

### **WITNESSETH:**

WHEREAS, under Sections 4 and 4A of Chapter 40 of the General Laws of the Commonwealth of Massachusetts, as amended and supplemented, North Attleborough and Plainville may enter into agreements and contracts with each other for the purpose of making sewer connections and for the collection, treatment, and disposal of sewage; and

WHEREAS, Plainville and North Attleborough have common borders where it has been determined that sewer services can be more efficiently provided for by North Attleborough; and

WHEREAS, Plainville desires North Attleborough to provide capacity in its intercepting sewers and sewage treatment facilities for the sewage from Plainville, and North Attleborough is willing to provide such capacity; and

WHEREAS, Plainville and North Attleborough first entered into a written Agreement on April 27<sup>th</sup>, 1967, in which North Attleborough agreed to provide capacity in its intercepting sewers and sewage treatment facility for sewage from Plainville and further agreed to construct and maintain treatment facilities to provide adequate and satisfactory operation and treatment for the sewage from Plainville for a period of at least twenty-five (25) years. The Agreement only provided for North Attleborough to provide an intercepting sewer from the Plainville-North Attleborough line at Moran Street to the North Attleborough sewage treatment facilities. In such Agreement, Plainville agreed to pay North Attleborough, for the additional capacity required in its treatment facilities, twenty-three and one-half (23.5%) percent of the actual cost of such construction; and

WHEREAS, Plainville and North Attleborough entered into a written Agreement on March 14<sup>th</sup>, 1972, which replaced said Agreement of April 27<sup>th</sup>, 1967, and which provided similarly to said Agreement for North Attleborough to provide capacity in its intercepting sewers and sewage treatment facilities for sewage from Plainville and construct and maintain additional treatment facilities in order to provide for the sewage from Plainville. Such Agreement also provided for Plainville to pay to North Attleborough for the additional capacity required in its treatment facilities twenty-three

and one-half percent (23.5%) of the actual cost of the construction of such additional treatment facilities; and

WHEREAS, Plainville and North Attleborough entered into a new written Agreement on June 23<sup>rd</sup>, 1986, which amended the said Agreements of April 27<sup>th</sup>, 1967, and of March 14<sup>th</sup>, 1972. In this Agreement, North Attleborough agreed to provide additional sewage facilities for Plainville, consisting of intercepting sewers, a pumping station, and a force main from the Plainville-North Attleborough line at Kelley Boulevard to the existing intercepting sewer in North Attleborough. This was in addition to the intercepting sewer being provided from the Plainville-North Attleborough line at Moran Street to the North Attleborough sewage treatment facilities. In this Agreement, Plainville also agreed to pay to North Attleborough, for the additional capacity required in the treatment facilities, twenty-three and one-half percent (23.5%) percent of the actual cost of the construction to provide for such additional capacity. It was agreed in this Agreement that all the terms and conditions of said prior Agreement would remain in full force and effect, except as modified in this Agreement; and

WHEREAS, Plainville and North Attleborough entered into a new written Agreement on June 30<sup>th</sup>, 2005, which amended the said Agreements of June 23<sup>rd</sup>, 1986, April 27<sup>th</sup>, 1967, and of March 14<sup>th</sup>, 1972.

WHEREAS, the North Attleborough Board of Public Works and Plainville Select Board seeks to enter into a new intermunicipal agreement with Plainville for the use of the North Attleborough Sewer System; and

WHEREAS, Plainville and North Attleborough 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 in Chapter 40, Sections 4 and 4A of the Massachusetts General Laws, and in consideration of the mutual covenants and agreements hereinafter contained, North Attleborough and Plainville mutually agree as follows:

1. Intercepting Sewers

1.1. North Attleborough agrees to provide intercepting sewers from the Plainville - North Attleborough line at Moran Street and Francis J. Kelley Boulevard to the North Attleborough sewage treatment facilities.

1.2. North Attleborough agrees to provide and maintain reasonably sufficient flow capacity in said intercepting sewers for sewage from Plainville and to accept sewage from Plainville into said intercepting sewers at the Plainville line up to:

a. The maximum allowable flows to the Town of North Attleborough from Plainville shall be a peak flow of 1.21 mgd (million gallons per day) and an average daily flow of 0.33 mgd at the Plainville/North Attleborough town line at Francis J. Kelley Blvd. and; a peak flow of 4.71 mgd and an average daily flow of 0.73 mgd at the Plainville/North Attleborough line at Moran St, but the contractual limits for total sewage flow from all connections from the Town of Plainville shall remain at 1.06 mgd average daily flow and 3.50 mgd

peak daily flow. The peak flow rates are limited to an allowable duration of two (2) consecutive hours.

1.3. Subject to applicable law, Plainville shall use the sewage capacity furnished under this Agreement solely for its municipal normal strength wastewater as defined herein, generated by residential properties, commercial or industrial users, or municipal users within Plainville's corporate limits. No municipal, commercial or industrial users in Plainville shall be exempt from North Attleborough pretreatment requirements and standards. Plainville shall not permit any sewage capacity furnished hereunder to be used by any person and/or municipality wholly or partially outside of Plainville's territorial limits without the express written consent of the Board in each instance. The characteristics of wastewater delivered from Plainville to North Attleborough for treatment shall, at all times, conform to standards set by the applicable rules and regulations set by EPA, MADEP, and the North Attleborough Sewer Use Regulations and its NPDES Permit.

1.4. North Attleborough further agrees to construct and maintain treatment facilities adequate to provide operation and treatment for a future period of up to twenty (20) years from the date of this Agreement, and such facilities will have capacity to accept sewage from Plainville up to an average daily flow of 1.06 mgd. North Attleborough shall use its best efforts to operate such treatment facilities in accordance with applicable law and the rules and regulations of EPA and DEP, and its NPDES Permit. North Attleborough further agrees to provide adequate and qualified

operating personnel for the treatment plant, intercepting sewers and trunk sewers located within North Attleborough.

1.5. If Plainville's sewage flow exceeds 85 percent of the average daily flow rate of 0.730 mgd as measured at the Plainville – North Attleborough line at Moran Street for forty five (45) consecutive days; and/or exceeds 85 percent of the average daily flow rate of 0.33 mgd as measured at the Plainville – North Attleborough line at Francis J. Kelley Boulevard for forty-five (45) consecutive days, Plainville shall comply with all requirements as specified in Section 7.1 and Section 7.2.

1.6. Plainville shall notify the North Attleborough Department of Public Works prior to any extensions of the sewer system.

1.7. Plainville shall pay to North Attleborough, on a quarterly basis, (1) its proportionate share of the operation and maintenance costs of the intercepting sewers and force mains, (2) its proportionate share of the costs of the operation and maintenance costs of the sewer treatment facilities in North Attleborough, and (3) its proportionate share of such costs of the Grimaldi pump station. Payment shall be made in full within forty-five (45) days of the receipt of the quarterly invoice from North Attleborough. Payment not received within this timeframe shall constitute grounds for default. Such invoice shall be delivered to Plainville by North Attleborough no later than seven (7) days after the end of the quarterly period. No interest shall be payable on such quarterly payments. The quarterly payment periods shall be from July 1<sup>st</sup> through September 30<sup>th</sup>, October 1<sup>st</sup> through December 31<sup>st</sup>,

January 1<sup>st</sup> through March 31<sup>st</sup>, and April 1<sup>st</sup> through June 30<sup>th</sup>. North Attleborough shall furnish Plainville by December 31<sup>st</sup> of each year a projected estimate of

(1) its proportionate share of the operation and maintenance costs of the intercepting sewers and force mains, (2) its proportionate share of the costs of the operation and maintenance costs of the sewer treatment facilities in North Attleborough, and (3) its proportionate share of such costs of the Grimaldi pump station.

Plainville's proportionate share of the operation and maintenance costs of the intercepting sewers and force mains shall be based upon the percentage of length of sewers and force mains used by Plainville physically located in North Attleborough to the total length of sewers which is in North Attleborough. The length of sewers and force mains used by Plainville shall be the weighted length based upon the proportion of the capacity reserved for Plainville to the total capacity.

Plainville's proportionate share of the operation and maintenance costs of the sewer treatment facilities in North Attleborough shall be based upon the proportion of the flow measured at the Moran Street connection, plus the flow measured at the Kelley Boulevard connection to that measured at the sewer treatment facilities.

Plainville's proportionate share of the operation and maintenance costs of the Grimaldi pump station used in conjunction with the Kelley Boulevard connection shall be based upon the proportion of the flow measured at the Kelley Boulevard connection to that measured at said pump station.

1.8. The Sewer Commissioners of Plainville agree to include in the annual operating budget of Plainville sufficient funds to pay for Plainville's obligations under this Agreement.

1.9. North Attleborough shall be allowed to convey sewage from Elmwood Street and Broadway Extension into Plainville's sanitary sewer collection system. This sewage shall not count towards Plainville's specified maximum flows received into North Attleborough's system. North Attleborough will furnish water consumption records for each such connection to these or any existing sewer extension, and then adjust the flows assessed against Plainville accordingly.

## 2. Capital Improvements

2.1. A capital improvement is a major expense which involves any substantial rehabilitation, addition or improvement to North Attleborough's sewer treatment facilities which appreciably adds to the value of such facilities or prolongs their life, or both, but which does not include ordinary repairs or maintenance of such facilities. Further, capital improvements are defined in Article III of the Town of North Attleborough Bylaws, Section 2, Capital Improvements and as amended in the future.

2.2. In the event that North Attleborough, after the effective date of this Agreement, makes a capital improvement on a portion of its sewer treatment facilities, appurtenances and sewer collection system necessary to convey Plainville's sewage, or if North Attleborough is directed or ordered by the EPA, DEP or any other agency or court of the state or federal government to provide a higher degree of treatment at its



sewage treatment facilities in the future, or otherwise to modify the process from that used or in place at the time of the execution of this Agreement, the total cost of such capital improvement or improvements shall be apportioned between the parties as set forth in paragraph 2.3 of this Agreement. At the time North Attleborough plans to make any such capital improvement, it shall notify Plainville in writing of such plan. Such notification shall include the projected cost of such improvement and how it is to be funded. It is understood that Plainville shall not pay the costs of any capital improvement which provides for an increase in Plainville's sewer conveyance capacity and/or treatment capacity at the sewer treatment facilities unless Plainville requests and receives such an increased capacity.

2.3. Plainville shall pay to North Attleborough its proportionate share of the cost of any such capital improvement in the following manner. For projects that are anticipated to be in excess of \$300,000 the Town of Plainville and the Board shall meet to discuss the project. Plainville shall pay to North Attleborough its proportionate share of North Attleborough's annual debt service related to the capital improvement. North Attleborough shall give Plainville written notice via certified mail with respect to the capital improvement provided for in Section 2.2 immediately above. The annual debt service payments can include, but are not limited to, expenses such as engineering, construction, equipment purchase, borrowing costs, bonding costs, and all relevant legal related expenses. Such proportionate share shall be determined by dividing the Plainville design flow of 1.06 mgd as established by Section 1.2 hereof by the then applicable

North Attleborough design capacity (currently 4.54 mgd). At the time of execution of this Agreement, Plainville's share of such capital improvements is twenty-three and one-half (23.5%) percent ( $1.06 \text{ mgd} \div 4.54 \text{ mgd} = 0.2335$ ). This sum shall be due and payable within forty-five (45) days of receipt of a billing statement from North Attleborough.

Payment not received within this timeframe shall constitute grounds for default.

2.4 Plainville shall upon advance notice have the right to inspect and audit any flow records and all cost records of North Attleborough relating to the construction, expansion, replacement, modification, operation and maintenance of North Attleborough's interceptor sewers and sewage treatment facilities at the North Attleborough's offices.

### 3. Sewer Use Regulations

3.1. Plainville agrees to comply with the Sewer Use Regulations of North Attleborough, hereafter as amended.

3.2. Plainville shall adopt Sewer Use Regulations that shall be no less stringent in every particular and, as broad in scope as, or stricter than the current North Attleborough Sewer Use Regulations. The Plainville regulations shall in any event be consistent with and meet all requirements of the EPA as presently codified at 40 CFR part 403 and as the same may from time to time be amended, and shall include a provision requiring all industrial users to meet all applicable pretreatment standards.

3.3. Whenever North Attleborough amends its Sewer Use Regulations, it will forward a copy of the amendments to Plainville. Plainville shall adopt amendments to its

Sewer Use Regulations that are at least as stringent in every particular and as broad in scope as those adopted by North Attleborough. Plainville shall submit its proposed amendments to North Attleborough for review within thirty (30) days of its receipt of North Attleborough's amendments and will adopt its amendments within sixty (60) days of receiving approval from North Attleborough.

4. Industrial Pretreatment

4.1. North Attleborough shall apply and enforce the requirements of Section 307(b) and (c) and 402(b)(8) of the Federal Clean Water Act, 33 U.S.C. 1251 et seq., the Massachusetts Clean Waters Act, M.G.L. c.21, §§26-53, and any regulations implementing such Acts, as such Acts and regulations may from time to time be amended, by adopting a local Industrial Pretreatment Program, through the adoption of Industrial Sewer Use Regulations in accordance with the regulations of EPA at 40 CFR 403.8(f)(1)(i) through (vii) and DEP at 314 CMR 12.00.

4.2. Before an industrial user or any other user subject to pretreatment standards discharges into Plainville's sewer system any wastewater which will be discharged into North Attleborough's system under the terms of this Agreement, the user shall obtain a permit from North Attleborough in accordance with the North Attleborough and Plainville Sewer Use Regulations.

4.3. Whenever North Attleborough revises its Industrial Sewer Use Regulations, it shall forward a copy of the revisions to Plainville. Plainville shall adopt revisions to its Industrial Sewer Use Regulations that are at least as stringent and as broad in scope as

those adopted by North Attleborough. Plainville shall forward to North Attleborough and the EPA for review its proposed revisions within ninety (90) days of receipt of North Attleborough's revisions. Plainville shall adopt its revisions within sixty (60) days of receiving approval from North Attleborough and the EPA of the contents thereof.

5. Enforcement

5.1. Plainville shall have the duty to administer and enforce its Sewer Use Regulations. Upon Plainville's failure to enforce, North Attleborough may, to the extent permitted by federal and state statutes and regulations and North Attleborough's Sewer Use Regulations, take any enforcement action which it deems necessary. North Attleborough may, upon such failure, to the extent allowed by applicable laws take any action under Plainville's Sewer Use Regulations which Plainville could take including but not limited to enforcement by administrative fines, or civil or criminal enforcement in any appropriate court. Plainville's Sewer Use Regulations shall restate this agency and shall require any Plainville consumer to consent formally to the provisions of this agency. All administrative and judicial civil penalties and fines assessed by or for North Attleborough pursuant to this agency authority shall be the property of, and paid, to North Attleborough.

5.2. Plainville designates North Attleborough as an agent of Plainville for the purposes of implementation and enforcement of Plainville's Industrial Sewer Use Regulations against industrial users located in Plainville. North Attleborough may take

any action under Plainville's Industrial Sewer Use Regulations that could have been taken by Plainville, including the enforcement of the Regulations in courts of law.

5.3. North Attleborough, on behalf of and as an agent for Plainville, shall perform technical and administrative duties necessary to implement and enforce Plainville's Industrial Sewer Use Regulations. North Attleborough will (1) update the industrial waste survey; (2) issue permits to all industrial users required to obtain a permit; (3) conduct inspections, sampling, and analysis; (4) take all appropriate enforcement action as outlined in North Attleborough's enforcement response plan and provided for in Plainville's Industrial Sewer Use Regulations, and (5) perform any other technical or administrative duties the parties deem appropriate. In addition, North Attleborough may, as an agent of Plainville, take emergency action to stop or prevent any discharge which presents or may present an imminent danger to the health or welfare of humans, which reasonably appears to threaten the environment, or which threatens to cause interference, pass through, or sludge contamination.

5.4. North Attleborough shall be responsible for all costs incurred by it in implementing and enforcing Plainville's Industrial Sewer Use Regulations. North Attleborough shall bill industrial users directly for sampling and related costs in accordance with North Attleborough's Industrial Sewer Use Regulations.

5.5. The parties shall review and revise this Section to ensure compliance with the Federal Clean Water Act (42 U.S.C. Section 1251 et seq.) and rules and regulations

(see 40 CFR Part 403) issued thereunder, as necessary, but at least once every five (5) years within the Agreement.

5.6. Plainville shall reimburse North Attleborough for all North Attleborough's reasonable costs incurred but not collected from users in implementing and enforcing Plainville's Sewer Use Regulations and/or Plainville's Industrial Sewer Use Regulations within forty five days after receipt of an accounting of all such costs.

5.7. A repeated failure by Plainville to enforce its Sewer Use Regulations and/or its Industrial Sewer Use Regulations under the terms of this Agreement shall constitute grounds for default.

## 6. Inspection

6.1. North Attleborough has the right to inspect and test any equipment which Plainville is required to install and/or maintain under this Agreement. North Attleborough can require Plainville to repair and replace any such equipment if it is demonstrated not to perform. If Plainville fails to replace or repair any such item, within a reasonable time under the circumstances and as set forth in written notice to Plainville, North Attleborough may do so and bill Plainville for the cost thereof. Payment shall be due within forty five days after North Attleborough mails a United States Postal Service Certified billing statement to Plainville. An example of this is SCADA technology for metering equipment.

6.2. North Attleborough has the right to inspect facilities and equipment in Plainville which may affect the interceptor sewers or sewage treatment facilities. These

inspections and any inspections permitted under this Agreement may include any and all reasonable tests North Attleborough deems necessary. Plainville hereby consents to North Attleborough's entry onto or into property of Plainville for the purpose of any inspection or repair, installation, or maintenance which North Attleborough may require under this Agreement provided that notice is given.

7. Inflow and Infiltration

7.1. Plainville shall develop, implement and enforce a plan to control infiltration and inflow (I/I) within its sanitary sewer system. The plan shall be submitted to North Attleborough within nine months of the effective date of this Agreement and shall describe Plainville's program for controlling infiltration/inflow.

The plan shall include at least the following:

- An ongoing program to identify and remove sources of infiltration and inflow.  
The program shall include the necessary funding level and the source(s) of funding.
- An inflow identification and control program that focuses on the disconnection and redirection of illegal sump pumps and roof down spouts. Priority should be given to removal of public and private inflow sources that are upstream from, and potentially contribute to, known areas of sewer system backups and/or overflows.
- An educational public outreach program for all aspects of I/I control, particularly private inflow.

- Over each four year time cycle during the term of this agreement, Plainville agrees to maintain its sanitary sewer collection system which shall include manhole inspections, leak repair, and flushing of its sewers.

7.2. A summary report of all actions taken to minimize I/I during the previous calendar year shall be submitted by Plainville to North Attleborough annually, by the anniversary date of the date of this agreement. The summary report shall, at a minimum, include:

- A map and a description of inspection and maintenance activities conducted and corrective actions taken during the previous year.
- A map with areas identified for I/I-related investigation/action in the coming year.
- A calculation of the annual average I/I, the maximum month I/I for the reporting year.
- A written report indicating all of Plainville's efforts to maintain its sanitary sewer collection which shall include manhole inspections, leak repair, and flushing of its sewers.

7.3 After one year from the anniversary date of the date of this Agreement, if the Town of Plainville is still not in compliance with its allocated sewer flows to the North Attleborough sanitary sewer system as defined in Sections 1.2 (a) or has not implemented good faith efforts to reduce extraneous flows, a surcharge will be assessed for all sewer gallonage over the allocated sewer flow amount. Both the Board



and Commissioners shall within twenty-one (21) days of written notice from the other party, immediately enter into negotiations to determine this surcharge. If the parties can not come to mutual agreement on the specific surcharge within a forty-five (45) day time period from the written notice, this issue shall be resolved by the dispute mechanism specified in Section 10.1.

Additionally, if at any other time during the term of this Agreement, Plainville exceeds its allocated sewer flows to the North Attleborough sanitary sewer system as defined in Sections 1.2 (a) the same methodology as set forth above shall be applied.

## 8. Reporting

8.1. Annually, during the first week of January, Plainville and North Attleborough shall mutually exchange records pertinent to the flows from each municipality. The records shall include sufficient information to determine whether Plainville is in compliance with this Agreement. Additionally, representatives from Plainville and North Attleborough will meet during June and January to review proposed capital improvement projects and billing information.

8.2. Upon North Attleborough's request, Plainville shall provide reports and records giving the names and addresses of all Plainville's customers and showing the location from which sewage is being accepted, character of occupancy, and amount of sewage produced on a monthly basis by each customer and any other reports, records or data reasonably required by North Attleborough.

8.3. Plainville shall furnish sewer system plans as North Attleborough may request from time to time. Similarly, North Attleborough shall furnish such information to Plainville upon its request.

8.4. Plainville shall notify North Attleborough and vice-versa in writing and keep both communities informed of the name and title of its official or officials responsible for sewage services in Plainville/North Attleborough and for implementation of the terms of this Agreement.

#### 9. Term

9.1. This Agreement shall remain in full force as long as sewage from the Town of Plainville is discharged into the North Attleborough system, but not longer than twenty (20) years in any event, or for such shorter time as this Agreement may be amended or replaced by a new Agreement mutually agreed upon by the parties on a monthly basis until renegotiated or terminated.

#### 10. Remedies

10.1. In the event of any disagreements concerning changes in law and/or regulations applicable to this Agreement, or the implementation of this Agreement, either party hereto may in good faith request in writing a meeting with the other party hereto to resolve the issue and, if applicable, request renegotiation of the affected term(s) of this Agreement. If the parties are unable to resolve the issue within ninety (90) days of the written request, either party may submit the matter for resolution to a Superior Court within the Commonwealth of Massachusetts.

10.2. If either party fails to fulfill any material obligation or condition of this Agreement, the other party has the right to terminate this Agreement by giving ninety (90) days notice, in writing, of its intent to do so. Upon receipt of such notice the party shall have the right to prevent termination by curing the default within sixty (60) days. Termination shall not release Plainville from its obligation to pay all bills or sums due in accordance with this Agreement.

10.3. Both parties reserve the right, either in law or equity, by suit, and complaint in the nature of mandamus, or other proceeding, to enforce or compel performance of any or all covenants herein.

10.4. 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 reasonable costs thereof, including administrative time, to the defaulting party as a sum due under the Agreement provided written notice is given to the defaulting party allowing it a reasonable time to cure the default.

## 11. Miscellaneous

11.1. This Agreement is subject to the lawful rules, regulations, decisions, order or directives of the EPA or DEP and of any agency of the state or 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 North Attleborough or Plainville by the EPA or by the DEP or any other agency, division, office or department of the United States or the Commonwealth of

Massachusetts or by any court of competent jurisdiction and by any other applicable Federal, state or county agency, shall be construed to become a part of this Agreement unless the Agreement is terminated hereunder. Further, any additional costs placed upon North Attleborough or fines or penalties assessed against North Attleborough (and not caused by North Attleboro) as a result of any orders of the above-referenced court or agencies in connection with the supplying of sewage disposal to Plainville by North Attleborough shall be borne by Plainville and shall be paid within forty five (45) days from written notice to Plainville.

11.2. Employees, servants, or agents of either municipality shall not be deemed to be agents, servants or employees of the other municipality for any purpose including but not limited to either Workers' Compensation or unemployment insurance purposes or liability purposes.

11.3. 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 both parties hereto.

11.4. 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.

11.5. This Agreement shall not be assigned or transferred by either party, without the express written consent of the other party given with the same formalities as are required for the execution of this Agreement.

11.6. No failure or delay in performance shall be deemed to be a breach of this Agreement when such failure or delay is occasioned by or due to any Act of God, strike, lockout, war, riot, epidemic, explosion, sabotage, breakage or accident to machinery or lines or pipe, the binding order of any court or governmental authority, or any other cause whether of the kind herein enumerated or otherwise not within the control of the party against whom a breach is alleged.

## 12. Definitions of Terms

***"EPA"*** shall mean the United States Environmental Protection Agency or where appropriate the Regional Water Management Division Director or other authorized official of the agency.

***"NPDES Permit"*** shall mean the National Pollutant Discharge Elimination System permitting program.

***"North Attleborough"*** shall mean the Town of North Attleborough.

***"Plainville"*** shall mean the Town of Plainville.

***"Act" or "the Act"*** shall mean the Federal Water Pollution Control Act, also known as the Clean Water Act as amended. 33 U.S.C., §1251, et seq.

***"DEP" or "MA DEP"*** shall mean the Massachusetts Department of Environmental Protection.

***"Discharge" or "indirect discharge"*** shall mean the introduction of pollutants into the public owned treatment works from any non-domestic source regulated under the Act.

***“BOD” or “Biochemical Oxygen Demand”*** shall mean the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedures for five days at 20° centigrade expressed as a concentration (e.g., as g/l), or as defined in the most recent edition of the USEPA “*Manual of Methods Analysis of Water and Waste*”.

***“Person”*** shall mean every individual, partnership, corporation, municipal corporation, water district, firm, LLP, LLC, association or group of individuals.

***“Plainville’s customer or consumers”*** shall mean those persons in Plainville to whom Plainville sells or distributes sewage collection or disposal service, which is delivered to North Attleborough via the Plainville Municipal Sewer System under this Agreement.

***“Normal Strength Wastewater”*** as expressed or referred to in this Agreement shall be defined as sewage having a five day biochemical oxygen demand (BOD) less than or equal to 250 mg/L and a total suspended solids concentration less than or equal to 300 mg/L based upon a 24 hour composite sample comprised of at least 6 discrete samples.

***“User”*** as used herein shall mean a source discharge or indirect discharge.

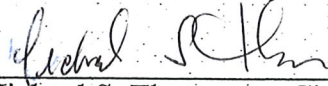
Any word or phrase used in this Agreement not otherwise expressly defined herein shall have the meaning assigned to them as set forth in the North Attleborough Sewer Use Regulations.

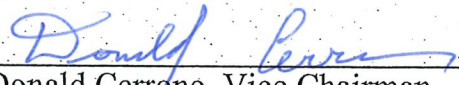
The two parties have caused their legal corporate signatures and seals to be hereto affixed by their proper officers, hereto duly authorized on the day and year first above written.

Approved as to form:

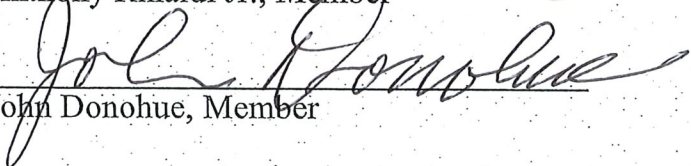
\_\_\_\_\_  
Town Counsel  
Town of North Attleboro

**TOWN OF NORTH ATTLEBOROUGH**  
By its Board of Public Works

  
\_\_\_\_\_  
Michael S. Thompson, Chairman

  
\_\_\_\_\_  
Donald Cerrone, Vice Chairman

\_\_\_\_\_  
Anthony Rinaldi Jr., Member

  
\_\_\_\_\_  
John Donohue, Member

\_\_\_\_\_  
Richard McDonagh, Member

**TOWN OF PLAINVILLE**  
By its Select Board

Approved as to form:

\_\_\_\_\_  
Town Counsel  
Town of Plainville

  
\_\_\_\_\_  
Brian Kelly, Chairman

  
\_\_\_\_\_  
Maggie Clarke, Vice Chairman

  
\_\_\_\_\_  
Jeff Johnson, Member