

## **INTERMUNICIPAL WATER AGREEMENT**

This Agreement made this day of 1<sup>st</sup> day of April, 2025 by and between the Town of North Attleborough, acting by its duly authorized Board of Public Works (hereinafter “the Board”) through the Town Manager, of 43 South Washington Street, North Attleborough, Bristol County, Massachusetts (hereinafter the “Town of North Attleborough”), and the Town of Plainville, by its duly authorized Select Board, of 190 South Street, Plainville, Norfolk County, Massachusetts (hereinafter “Town of Plainville”), both being municipal corporations duly organized under the laws of the Commonwealth of Massachusetts.

### **WITNESSETH:**

WHEREAS, Section 4A of Chapter 40 of the General Laws authorizes a governmental unit to execute an agreement with another governmental unit to perform jointly or for such other unit any services, activities or undertaking which any of the contracting units is authorized by law to perform; and

WHEREAS, the Town of Plainville desires the Town of North Attleborough to continue to treat the Town of Plainville’s water in the shared capacity at the Water Treatment Facility (hereinafter “The Facility”) and to sell additional water to the Town of Plainville; and

WHEREAS, the Town of North Attleborough is willing to provide such treatment; and

WHEREAS, the Town of North Attleborough and the Town of Plainville have a history of mutual cooperation and wish to continue that history.

NOW THEREFORE, pursuant to said Section 4A of Chapter 40 and to all other provisions of law applicable hereto, in consideration of the mutual covenants, promises and agreements herein contained, the Town of North Attleborough and the Town of Plainville mutually agree as follows:

1. The Town of Plainville shall pay in each fiscal year (July 1 through the following June) to the Town of North Attleborough for the treatment of not less than 83.95 MGY (million gallons per year), even if a lesser amount of water from the Town of Plainville is actually treated at the Facility. The Town of North Attleborough shall charge a fee to the Town of Plainville based upon the Water Treatment Rate (hereinafter the "Rate") calculated by the Board from the Facility's actual operation and maintenance (hereinafter the "O & M") costs divided by the actual total gallons treated at the Facility, and such fee shall not be less than 15.859 per cent of the actual O&M costs for that fiscal year. The Town of Plainville Water Withdrawal Permit allows for the pumping of 83.95 MGY plus any additional available capacity from Plainville Highway Well #3 and any satellite wells which may be treated within the available capacity of the Facility.

2. The Rate shall be billed to the Town of Plainville as of the last day of each consecutive month. For the first eleven (11) months of each consecutive fiscal year, the Rate shall be estimated by the Board based upon the estimated O&M costs for the Facility. The initial estimated rate, shall be \$0.87 per 1,000 gallons of water, and the estimated annual costs for fiscal year 2025 are as follows:

Electricity:	\$10,314.01	Chemicals:	\$17,691.52
Sludge:	\$401.81	Natural Gas:	\$648.87
Labor:	\$22,825.58	Indirect Costs:	\$7,550.52
Equipment:	\$5,075.42	Capital:	\$8151.53

The cost for Capital Improvements (CIP) shall be determined annually by the Board through the Town of North Attleborough CIP program and included in the calculation of the Rate.

The Board shall notify the Town of Plainville by January of each year of the following year's scheduled projects for the Plant. 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, except in cases of emergency as described in Section 8. For projects that are funded through debt, the Town of North Attleborough shall develop a debt schedule for the Town of Plainville to be updated annually. The Town of Plainville shall pay 15.859% of the debt service on all existing and future projects funded through debt.

For the twelfth (12) month of each consecutive fiscal year, the actual annual Rate shall be calculated by the Town of North Attleborough based upon the actual O & M costs of the Facility for that fiscal year. This actual annual Rate shall be used to calculate the Town of Plainville's total bill for water treatment during that said fiscal year.

3. For the eleven (11) months of estimated billing per fiscal year, the Board shall submit each monthly bill to the Town of Plainville on or before the 7<sup>th</sup> day of the following month; and the Town of Plainville shall pay the Board's bill on or before the last day of the month in which the bill is received. The bill for the twelfth (12) month of each fiscal year shall be submitted by the Board to the Town of Plainville no later than the last day of July in each year, and the Town of Plainville shall pay said bill to the Town of North Attleborough within thirty (30) days of its receipt by the Town of Plainville.

4. The municipal wells to be treated at the said Facility are as follows:

Plainville

Plainville's Highway Well #3 and any satellite wells

North Attleborough

Whiting Street Well and Plainville Wells 1 thru 4, inclusive and any satellite wells

Said wells are shown on the Schematic Layout dated April 1<sup>st</sup>, 1999, that is attached hereto as Exhibit "A".

Both the Town of North Attleborough and the Town of Plainville agree that if either party's well(s) are in downtime or inoperable such that repair may be required, the owner of such well shall within twenty-four (24) hours notify the other party hereto and further shall return the well to operation as soon as possible. Both parties shall agree to supply water to the extent possible during such emergencies. In the case of utilizing either Town's water supply for emergency for more than 14 calendar days, both parties shall meet to discuss equitable compensation for all water supplied over the course of the emergency.

5. Each party hereto further agrees to install, maintain, and repair the following meters:

Plainville:

- Highway Well #3 - and any satellite wells to measure the Town of Plainville's water to be treated at the Facility
- Booster Pump Station #1 (Everett/1A) and Booster Pump Station #2 (Taunton Street/Kelley Blvd.) - to measure the Town of Plainville's water treated at the Facility and water purchased from the Town of North Attleborough, as hereinafter set forth

North Attleborough:

Wells 1 thru 4, inclusive, and Whiting Street, and any satellite wells - to measure North Attleborough's water treated at the Facility.

Each party hereto has the right to inspect and read the other party's meter(s) at any time. Each meter shall be recalibrated annually, and each meter shall be replaced in due course.

9. In the event of circumstances (except as set forth in number 8 hereinabove) beyond the control of the parties hereto, and/or of changes made in the laws and/or regulations applicable hereto, and/or disagreements concerning 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. 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. 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.

12. The term of this Agreement shall begin on the day and year first above written and shall continue in effect for a period of five (5) years, and thereafter continue from year to year, subject to the right of the Town of North Attleborough or the Town of Plainville to terminate this Agreement in accordance with Section 4A of Chapter 40 of the General Laws at the end of any fiscal year, after repayment in full of said Trust's loan, upon not less than six (6) months advanced written notice received by the non-terminating party.

13. The Town of Plainville shall be allowed to audit the O & M costs annually at the Town of Plainville's costs; and a copy of each audit shall be provided at no cost to the Town of North Attleborough.

In Witness Whereof the parties hereto have set their hands and seals in duplicate on the day and year first above written.

For the Board:



Michael Thompson, Chair



Donald Cerrone, Vice Chair



Anthony Rinaldi



John Donohue



Richard McDonagh


For the Town of Plainville:



Brian Kelly, Chair



Maggie Clarke, Vice Chair



Jeff Johnson, Clerk

Approved as to form:



For the Town of North Attleborough



Michael Borg, Town Manager