

SELECTMEN'S MEETING AGENDA*

Special Meeting 6:30 P.M.

Monday, January 25, 2021

REMOTE PARTICIPATION ONLY

OPEN PUBLIC FORUM – NEW STEPS – PLEASE READ

1. First, send an email [to comment@town.harwich.ma.us](mailto:tocomment@town.harwich.ma.us) (send emails at any time after the meeting agenda has been officially posted)
 - a. In the subject line enter “request to speak, your name”
 - b. In the body of the email please indicate which specific agenda item you wish to speak on.
No further detail is necessary.
2. The meeting will close to new attendees promptly at the scheduled start time for the meeting, generally 6:30pm. It will remain closed to new attendees until agenda items with scheduled speakers are reached. This is to minimize interruptions. You may join prior to (6:30) or when the meeting has been opened up. You may participate using your computer and the GoToMeeting interface or simply using your phone. Connection information can be found below.
3. After the Chairman has opened the floor to those wishing to speak callers will be taken in the order the emails are received.

Use *6 to mute and unmute your phone

When you join the meeting by phone you should turn off Channel 18 or your computer if streaming the meeting.

Board of Selectmen Meeting

Mon, Jan 25, 2021 6:30 PM

Please join my meeting from your computer, tablet or smartphone.

<https://global.gotomeeting.com/join/679899413>

You can also dial in using your phone.

United States: [+1 \(669\) 224-3412](tel:+16692243412)

Access Code: 679-899-413

I. **CALL TO ORDER**

II. **PLEDGE OF ALLEGIANCE**

III. **WASTEWATER DISCUSSION**

- A. Discussion – Brief history overview of Comprehensive Wastewater Management Plan (CWMP)
- B. Discussion – Brief update on CWMP Phase 2 Construction Contracts 1 & 2
- C. Discussion and possible vote – CWMP Phase 2 Construction Contract 3
- D. Presentation – Update on DHY Working Group efforts
- E. Discussion and possible vote – Agreement Establishing the DHY Clean Waters Community Partnership
- F. Discussion – Brief financial summary and schedule
 1. Estimated tax implication
 2. Overall schedule
- G. Discussion on next steps and direction for staff

IV. **ADJOURNMENT**

**Per the Attorney General's Office: The Board of Selectmen may hold an open session for topics not reasonably anticipated by the Chair 48 hours in advance of the meeting following "New Business." If you are deaf or hard of hearing or a person with a disability who requires an accommodation contact the Selectmen's Office at 508-430-7513.*

Authorized Posting Officer:

Danielle Delaney, Admin Secretary

Posted by: _____
Town Clerk

Date: _____
January 21, 2021

Board of Selectmen
Dedicated Wastewater Meeting

January 25, 2021



TOWN OF
HARWICH MASSACHUSETTS

A. Discussion – Brief history overview of Comprehensive Wastewater Management Plan (CWMP)



CWMP Progress Update

Timeline

Massachusetts Estuaries Project

2001

Muddy Creek Report

2003
Stage Harbor, Sulfer Springs, Taylors Pond, Bassing Harbor, & Muddy Creek
Chatham, MA

Water Quality Monitoring

Embayment Systems
Harwich, MA
Ongoing

Pleasant Bay System

2006
Orleans, Chatham, Brewster, & Harwich
Harwich, MA

Water Quality Management Task Force & Citizens Advisory Committee

2007
Begin Draft CWMP
Harwich, MA

Allen, Wychmere & Saquatucket

2010
Harbor Embayment
Systems
Harwich, MA

Wastewater Implementation Advisory Committee

2012
Cost Recovery Plan
Harwich, MA

Herring River

2013
Embayment System
Harwich, MA

Draft CWMP Submitted For Comment

2015
Regulatory Review
Harwich, MA



B. Discussion – Brief update on CWMP Phase 2
Construction Contract 1 & 2



Phase 2 – Construction Contracts 1 & 2

Contract 1 – Robert B. Our Co.

Project Start – July 2019

Est. Substantial Completion – July 2021

Contract Value* - \$11,610,533.29

Payments-to-Date - \$9,279,183.11

Percent Complete – 80%

Total Parcels - 275

Estimated Flow – 57,250gpd

*Includes C/O 1 through 3

Contract 2 – RJV Construction Co.

Project Start – January 2020

Est. Substantial Completion – June 2021

Contract Value* - \$6,654,494.25

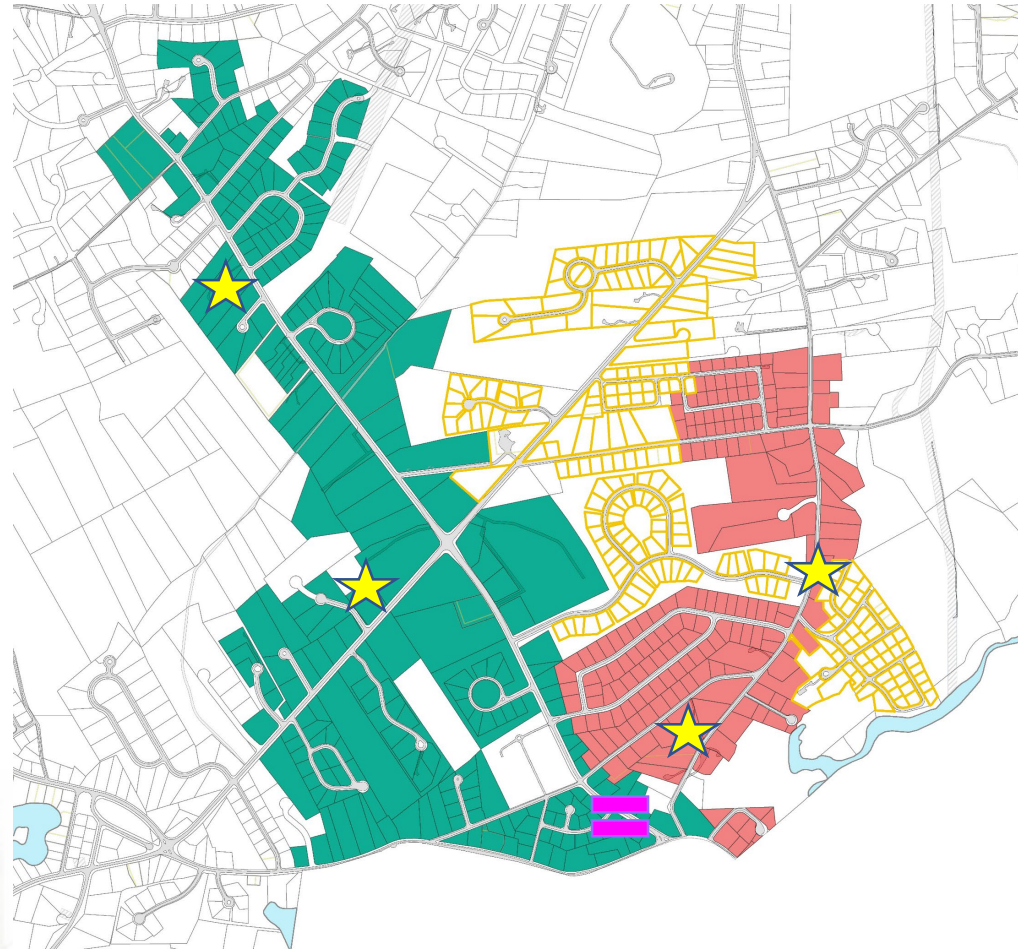
Payments-to-Date - \$3,628,470.42

Percent Complete – 55%

Total Parcels - 187


Estimated Flow – 57,250gpd

*Includes C/O 1 through 3



 - Contract 1

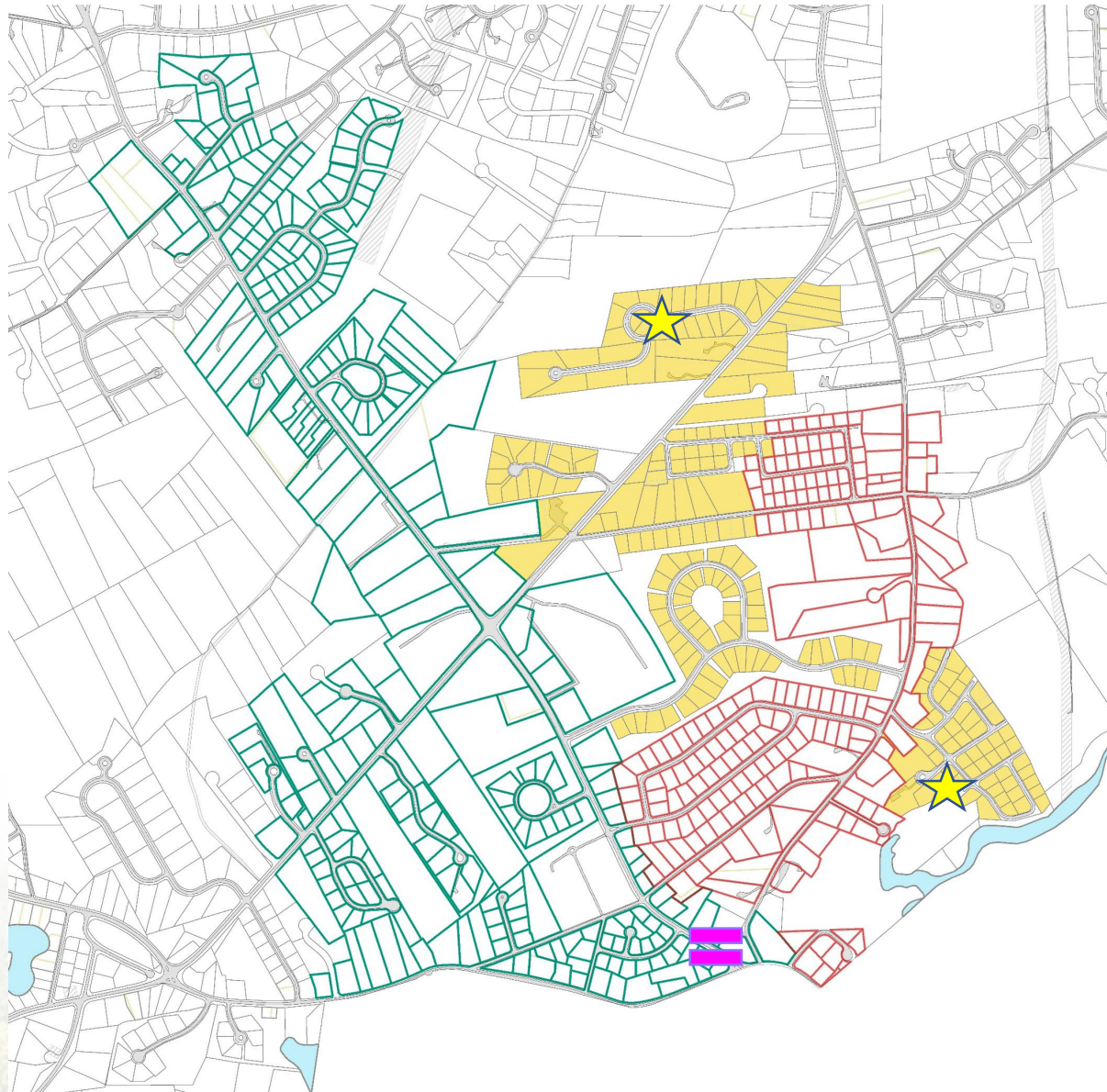
 - Contract 2






 - Contract 3

 - Pump Station

 - WW Flow Meter

Phase 2 – Construction Contracts 3



-  - Contract 1
-  - Contract 2
-  - Contract 3
-  - Pump Station
-  - WW Flow Meter

Contract 3 – TBD

Project Start – TBD

Est. Substantial Completion – TBD

Contract Value - \$8,400,000

Percent Complete – 0%

Total Parcels - 213

Estimated Flow – 37,700 gpd



HARWICH MASSACHUSETTS

D. Update on DHY Working Group Efforts



TOWN OF
HARWICH MASSACHUSETTS

DHY Working Group Efforts

- DHY Clean Waters Community Partnership Subgroup was formed in June 2017
 - Harwich, Dennis and Yarmouth representatives worked jointly to negotiate the Agreement
 - The DHY Agreement defines the terms in which the Tri-town partnership will operate/function
- 2018 ATM Article 15 - Town approved DHY Special Legislation
- Governor signs Chapter 88 of the Acts of 2019, DHY Special Legislation *October 2019*
- Weston & Sampson completed a peer review of DHY Costs and Agreement which was presented at tri-town BOS meeting February 27, 2020 Station Ave. Elementary School in Yarmouth, MA
- Ongoing discussions & efforts to improve fiscal transparency with member communities
 - Revise Partnership Budget/warrant timeline to provide as transparency and input from member communities

Expanded Partnership Commission

5 Members *(2-Dennis, 2- Yarmouth, 1-Harwich)*

to

7 Members *(2-Dennis, 3-Yarmouth, 2-Harwich)*

- **Governance Terms and Conditions**

- **(2018) Section 9 - Wastewater Partnership Commission**

- 9.1 Appointment

The powers and duties of the Partnership shall be vested in and exercised by a Wastewater Partnership Commission hereinafter sometimes referred to as the “Commission,” whose members shall be appointed by the Member Towns in the following manner:

Dennis and Yarmouth shall each appoint two (2) Commissioner members and Harwich shall appoint one (1) Commission member.

- **(2020) Section 9 - Wastewater Partnership Commission**

- 9.1 Appointment

The powers and duties of the Partnership shall be vested in and exercised by a Wastewater Partnership Commission hereinafter sometimes referred to as the “Commission,” whose seven (7) members shall be appointed by the Member Towns in the following manner:

Yarmouth shall have three (3) Commission members appointed by the Board of Selectmen or their designated local authority; Dennis shall have two (2) Commissioner members one appointed by the Board of Selectmen and one appointed by the Finance Committee and Harwich shall have two (2) Commission members appointed by the Board of Selectmen or their designated local authority.

Procurement

Established Governance Terms and Conditions for the Procurement of Professional Services

- **(2020) Section 14 – Procurement of Professional Services**

14.1 When the Commission engages legal counsel, financial advisors, engineers, accountants, consultants and other advisors, they shall follow appropriate Massachusetts procurement laws as they relate to goods and professional services. It is the general policy of the Commission that procurement for goods, professional services or construction contractors shall be done in a competitive manner to the maximum extent possible.

14.2 Commissioners shall be required to establish a dollar threshold that determines when competitive procurements are required for professional services.

**Transition Items (2018 – Section 14) relocated to Appendix B (2020)*

E. Discussion and Possible Vote
Agreement Establishing the DHY Clean Waters Community Partnership



TOWN OF
HARWICH MASSACHUSETTS

F. Discussion – Brief Financial Summary and Schedule



TOWN OF
HARWICH MASSACHUSETTS

| Harwich Only Phasing Plan | | | | | |
|---------------------------|-------------|----------|------------|--|------------------------------|
| Funding Request Year | Fiscal Year | Annual | Cumulative | Funding For | Total Annual Funding Request |
| Phase H1 | | | | | |
| 2013 | 2014 | \$1.0 M | \$1.0 M | Muddy Creek Project - Design, Construction and Implementation | \$1.0 M |
| Phase H2 | | | | | |
| 2017 | 2018 | \$6.8 M | \$7.8 M | Purchase of treatment capacity at Chatham WWTF | \$11.0 M |
| | | \$2.0 M | \$9.8 M | Cold Brook Project - Design, Construction, and Implementation | |
| | | \$2.2 M | \$12.0 M | Phase H2 Collection System, Contracts 1 & 2 - Design | |
| 2018 | 2019 | \$24.8 M | \$36.8 M | Phase H2 Collection System, Contracts 1 & 2 - Construction | \$24.8 M |
| 2020 | 2021 | \$8.4 M | \$45.2 M | Phase H2 Collection System, Contract 3 - Design & Construction | \$8.4 M |
| Phase H3 | | | | | |
| 2021 | 2022 | \$1.2 M | \$46.3 M | Phase H3 Collection System - Design | \$1.2 M |
| 2022 | 2023 | \$18.3 M | \$64.7 M | Phase H3 Collection System - Construction | \$18.8 M |
| | | \$0.1 M | \$64.8 M | Effluent Recharge - Design & Construction (PB) | |
| | | \$0.4 M | \$65.2 M | Seymour Pond Restoration Project | |
| Phase H4 | | | | | |
| 2027 | 2028 | \$40.9 M | \$106.1 M | Harwich Treatment Facility HR-12 - Design & Construction | \$80.9 M |
| | | \$33.2 M | \$139.3 M | Phase H4 Collection System - Design & Construction | |
| | | \$6.8 M | \$146.1 M | Effluent Recharge - Design & Construction | |

* Cost schedule prepared by CDM Smith, 11/4/2019

DHY Re-Phasing Update

Harwich Center Study Area

| Funding Year | Funding For | Developed Parcels | Estimated Flow | Budgetary Cost Estimate |
|--------------|--|-------------------|----------------|-------------------------|
| FY24 | DHY Plant & Effluent Recharge | 0 | 245,000 GPD | \$30M |
| FY26 | Harwich Center Central Collections System | 210 | 59,750 GPD | \$21M |
| FY31 | Harwich Center North Collections System | 163 | 44,750 GPD | \$17M |
| FY33 | Harwich Center South West Collections System | 215 | 72,750 GPD | \$26M |
| FY35 | Harwich Center South East Collections System | 146 | 67,750 GPD | \$19.2M |

Harwich Center Study Area Totals: 734 Parcels 245,000 GPD \$113.2M

*Budgetary Costs have been escalated at 3% annually from 2020 Dollars to the anticipated year of construction

**Cost estimates derived from GHD SewerCAD model Technical Report

Brief Financial Summary and Schedule

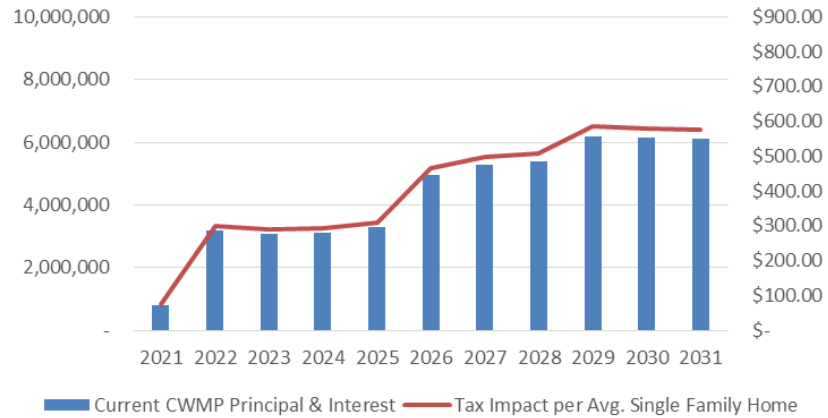
Current CWMP and DHY Partnership

Estimated Long Term Debt - Principal & Interest (P&I)

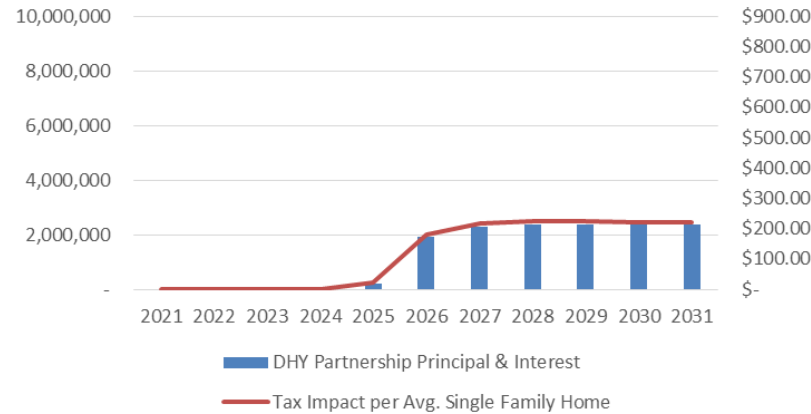
Estimated Tax Impact per Average Single Family Home

| | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 | 2031 |
|---|-----------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|
| Current CWMP Principal & Interest | 810,725 | 3,182,918 | 3,064,661 | 3,099,962 | 3,288,764 | 4,943,955 | 5,279,940 | 5,389,003 | 6,197,744 | 6,150,520 | 6,101,858 |
| Tax Impact per Avg. Single Family Home | \$ 76.49 | \$ 300.28 | \$ 289.13 | \$ 292.46 | \$ 310.27 | \$ 466.42 | \$ 498.12 | \$ 508.41 | \$ 584.71 | \$ 580.25 | \$ 575.66 |
| DHY Partnership Principal & Interest | - | - | - | - | 225,000 | 1,924,139 | 2,293,773 | 2,382,685 | 2,372,245 | 2,356,863 | 2,350,943 |
| Tax Impact per Avg. Single Family Home | \$ - | \$ - | \$ - | \$ - | \$ 21.23 | \$ 181.53 | \$ 216.40 | \$ 224.79 | \$ 223.80 | \$ 222.35 | \$ 221.79 |
| Total Current CWMP & DHY Partnership P&I | 810,725 | 3,182,918 | 3,064,661 | 3,099,962 | 3,513,764 | 6,868,094 | 7,573,713 | 7,771,687 | 8,569,989 | 8,507,383 | 8,452,801 |
| Tax Impact per Avg. Single Family Home | \$ 76.49 | \$ 300.28 | \$ 289.13 | \$ 292.46 | \$ 331.50 | \$ 647.95 | \$ 714.52 | \$ 733.20 | \$ 808.51 | \$ 802.61 | \$ 797.46 |

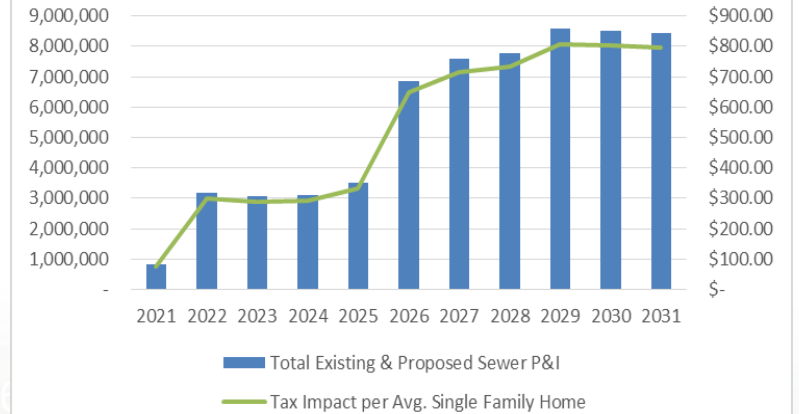
Current CWMP



DHY Partnership



Current CWMP & DHY Partnership Combined



Includes all CWMP debt through Phase 2 Contract 3

Includes Design & Construction of DHY Plant & Harwich Center Collections System (North, Central, S. East, S. West)

Includes all existing CWMP Debt & Design & Construction of DHY Plant & Harwich Center Collections System

Average Single Family Home Value \$584,700
Interest Rates and Project Costs are estimated for discussion purposes only



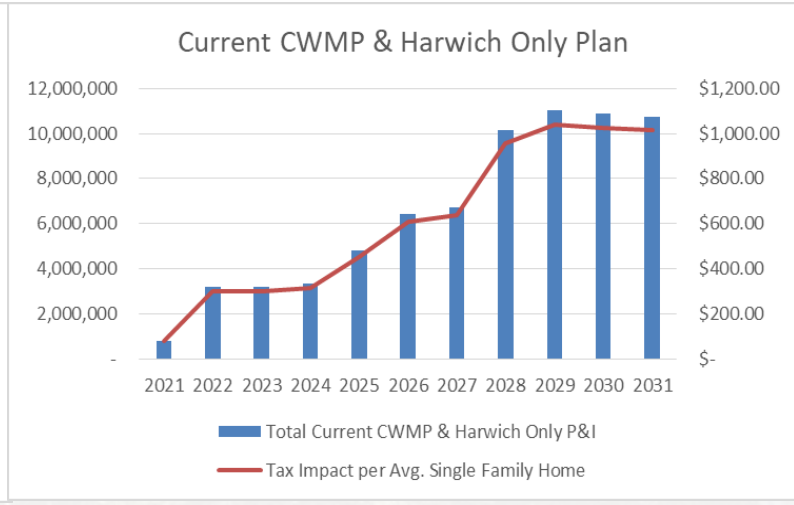
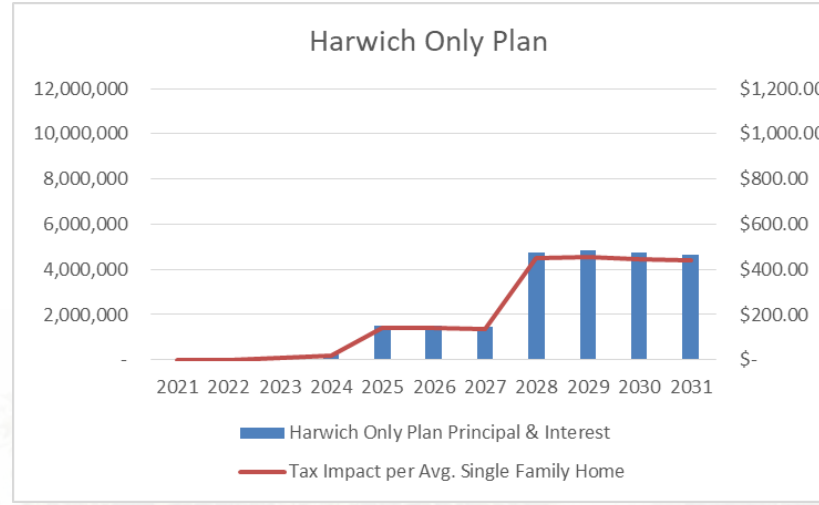
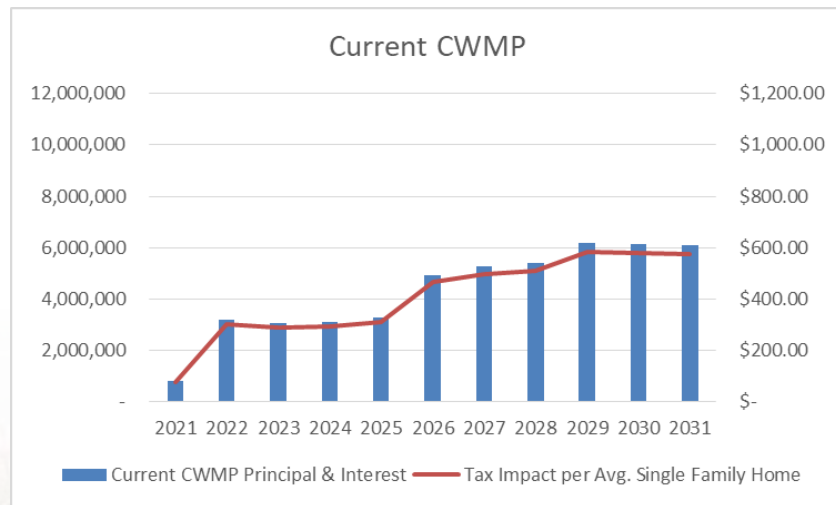
Brief Financial Summary and Schedule

Current CWMP and Harwich Only Plan

Estimated Long Term Debt - Principal & Interest (P&I)

Estimated Tax Impact per Average Single Family Home

| | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 | 2031 |
|--|----------|-----------|-----------|-----------|-----------|-----------|-----------|------------|-------------|-------------|-------------|
| Current CWMP Principal & Interest | 810,725 | 3,182,918 | 3,064,661 | 3,099,962 | 3,288,764 | 4,943,955 | 5,279,940 | 5,389,003 | 6,197,744 | 6,150,520 | 6,101,858 |
| Tax Impact per Avg. Single Family Home | \$ 76.49 | \$ 300.28 | \$ 289.13 | \$ 292.46 | \$ 310.27 | \$ 466.42 | \$ 498.12 | \$ 508.41 | \$ 584.71 | \$ 580.25 | \$ 575.66 |
| Harwich Only Plan Principal & Interest | - | - | 102,000 | 217,400 | 1,517,200 | 1,491,130 | 1,465,060 | 4,761,215 | 4,825,256 | 4,741,598 | 4,657,941 |
| Tax Impact per Avg. Single Family Home | \$ - | \$ - | \$ 9.62 | \$ 20.51 | \$ 143.14 | \$ 140.68 | \$ 138.22 | \$ 449.18 | \$ 455.23 | \$ 447.33 | \$ 439.44 |
| Total Current CWMP & Harwich Only P&I | 810,725 | 3,182,918 | 3,166,661 | 3,317,362 | 4,805,964 | 6,435,085 | 6,745,000 | 10,150,218 | 11,023,000 | 10,892,119 | 10,759,799 |
| Tax Impact per Avg. Single Family Home | \$ 76.49 | \$ 300.28 | \$ 298.75 | \$ 312.97 | \$ 453.41 | \$ 607.10 | \$ 636.34 | \$ 957.60 | \$ 1,039.94 | \$ 1,027.59 | \$ 1,015.10 |



Includes all CWMP debt through Phase 2 Contract 3

Includes Phase 3, Design & Construction of Harwich Plant and Effluent Recharge

Includes all existing CWMP debt & Design & Construction of Harwich Treatment Plant and Phase 3

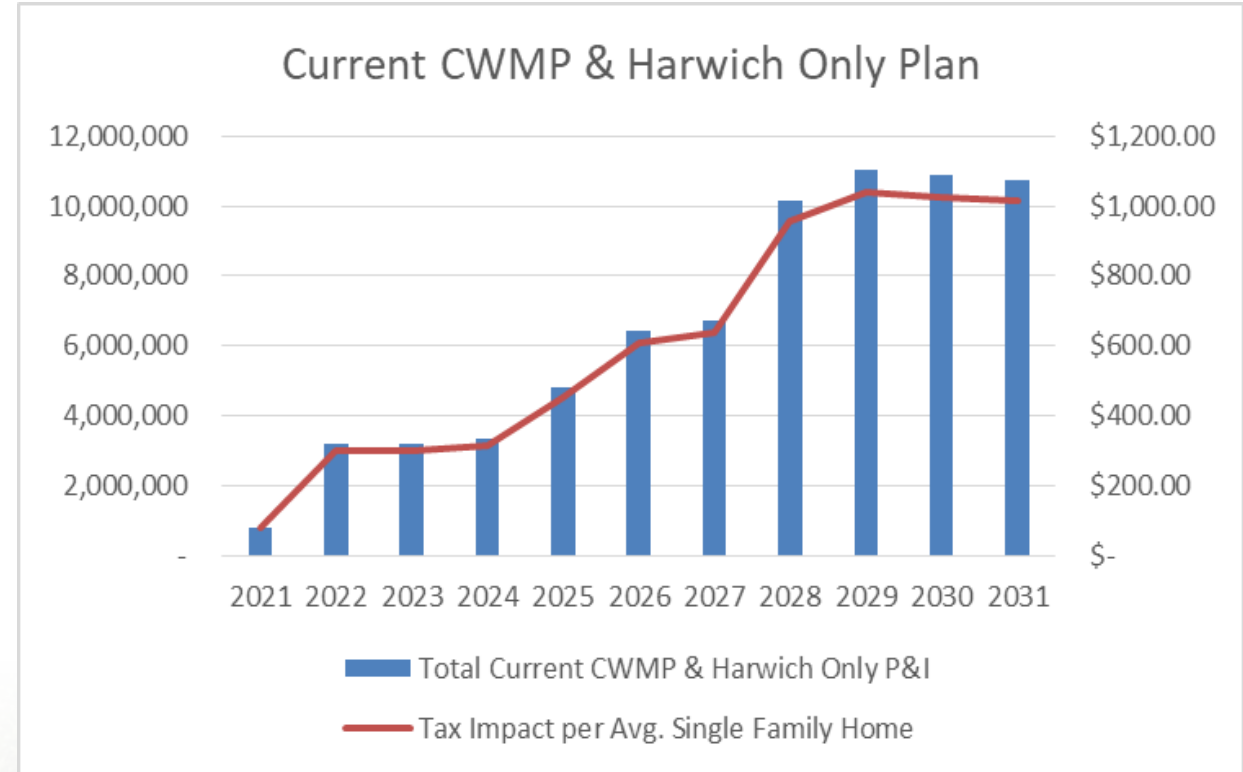
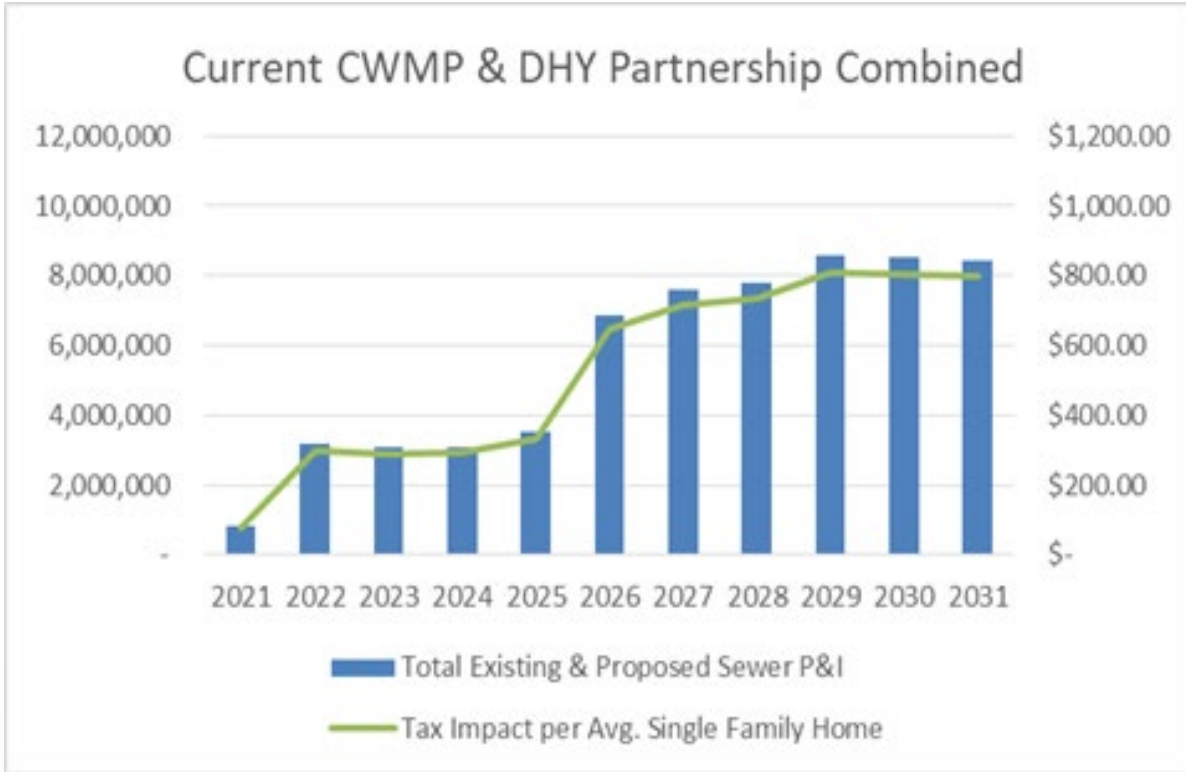
Average Single Family Home Value \$584,700
Interest Rates and Project Costs are estimated for discussion purposes only



Brief Financial Summary and Schedule

Estimated Tax Impact per Average Single Family Home

DHY vs. Harwich Only



Average Single Family Home Value \$584,700
Interest Rates and Project Costs are estimated for discussion purposes only

AGREEMENT ESTABLISHING THE DHY CLEAN WATERS COMMUNITY PARTNERSHIP

Draft ~~0783/0628~~30/2020

This Agreement is made and entered into this _____ day of _____, 2020 (the “Agreement”) by and between the Towns of Dennis, Harwich, and Yarmouth, municipal corporations within the Commonwealth of Massachusetts, and herein referred to as “Member Towns” for the establishment of a public, regional wastewater district, to be known as the “DHY Clean Waters Community Partnership” and commonly referred to in this Agreement as the “Partnership.”

Whereas, the annual town meeting votes of each Member Town taken in 2020 and the terms of the special act of the General Court of the Commonwealth entitled “*An Act Establishing The DHY Clean Waters Community Partnership for the Towns of Dennis, Harwich and Yarmouth*” approved by the Governor on October 11, 2019 and known as Chapter 88 of the Acts and Resolves of 2019 (herein referenced as the “Enabling Act”) authorize execution of this Agreement.

Whereas, the Partnership shall own, manage, operate and control the wastewater treatment plant, common interceptors, pumping stations and force mains, effluent recharge and reuse system, and appurtenances needed to treat wastewater; it shall act as a Community Partnership with all the powers and privileges granted to it by this Agreement and by the Enabling Act and shall provide for the common collection, conveyance, and treatment of wastewater, and recharge and reuse of treated effluent for the Member Towns.

Now therefore, in consideration of the mutual benefits to each Member Town derived from the formation of this Partnership and in fulfillment of their duties given by their respective town meetings and in further consideration of the mutual exchange of promises and obligations as set forth herein, and to complete the requirements of the Enabling Act, the Member Towns form this Agreement and agree as follows:

Effective date: This Agreement shall become effective on July 1, 2020 (the “Effective Date”) and supersedes and rescinds any prior wastewater agreements entered between the member towns.

Term of Agreement: The Member Towns intend that the Agreement in its present form or as it may be amended from time to time be coterminous with the life of the Partnership.

Agreement:

Basic Terms and Conditions

Section 1 Definitions

Section 2 Wastewater Characteristics

- Section 3 Location of Partnership Facilities
- Section 4 Wastewater Services to Member Towns
- Section 5 Measurement of Flow
- Section 6 Sampling of Wastewater Flow
- Section 7 Notice of Flow Changes
- Section 8 Pretreatment

Governance Terms and Conditions

- Section 9 Wastewater Partnership Commission
- Section 10 Amendments to Agreement
- Section 11 Admission of New Member Town(s) or Transfer of Capacities
- Section 12 Withdrawal from Partnership
- Section 13 Contract Administration
- Section 14 Procurement of Professional Services

Cost Terms and Conditions

- Section 15 Apportionment and Payment of Costs
- Section 16 Partnership Budget
- Section 17 Incurring of Debt
- Section 18 Treatment Plant Decommissioning – Cost Impacts

Appendices

- Appendix A Exhibits
- Appendix B Transition Items
- Appendix C Enabling Act; Chapter 88 of the Acts of 2019
- Appendix D Description of Partnership Facilities
- Appendix E Agreement to Convey Real Property and Transfer Assets (Example)
- Appendix F Management and Operations Agreement between Partnership and Dennis (Example)

Basic Terms and Conditions

Section 1: Definitions

- 1.1 For the purpose of this Agreement, the following terms are defined:
- 1.1.1 “Average Annual Flow” shall mean the average flow of the previous 12 individual months calculated monthly (12-month rolling average) and shall be used to define the flow capacity owned and used by a Member Town in the Partnership’s treatment facility.
 - 1.1.2 "Average Daily Flow" shall mean the total flow period as measured at the metering location(s) divided by the number of days in that flow period.
 - 1.1.3 "Biochemical Oxygen Demand" (BOD) shall mean the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedures in five (5) days at 20 degrees centigrade (68 degrees Fahrenheit) expressed in milligrams per liter by weight (or pounds per day).
 - 1.1.4 "Combined Sewer" shall mean a drain or sewer specifically designed to receive stormwater run-off, groundwater, and wastewater and/or industrial wastes
 - 1.1.5 “Common Partnership System” shall mean those wastewater conveyance and treatment facilities owned and operated by the Partnership as described in Section 3 herein. Conveyance facilities include interceptor sewers and any pumping stations or force mains within the defined Partnership facilities that are utilized to convey Member Towns’ wastewater to the Partnership’s treatment plant. Treatment facilities include the treatment plant, effluent recharge sites, and any related facilities.
 - 1.1.6 “Customer” or “User” shall mean a residence, business or other approved entity that is approved for a wastewater connection to and deriving a benefit (either actual or potential) from the sewer system within a Member Town. Customer/ User shall include an approved flow from adjacent towns that connect into the sewer system of a Member Town.
 - 1.1.7 “Dennis” is the Town of Dennis, a municipal corporation of the Commonwealth of Massachusetts. The “Dennis Board” shall be the Board of Selectmen acting as Sewer Commissioners of the Town of Dennis, or its successors.
 - 1.1.8 “DHY Clean Waters Community Partnership” shall refer to Chapter 88 of the Acts and Resolves of 2019.
 - 1.1.9 “District” or “Partnership” as used herein, shall mean the Clean Waters Partnership Commission to govern the DHY Clean Waters Community Partnership, as defined herein.
 - 1.1.10 “Effective Date” shall be July 1, 2020.

- 1.1.11 “Enabling Act” means Chapter 88 of the Acts of 2019, as may be amended from time to time.
- 1.1.12 “EPA” means the United States Environmental Protection Agency or its successor agency.
- 1.1.13 "Harwich" is the Town of Harwich, a municipal corporation of the Commonwealth of Massachusetts. The "Harwich Board" shall be the Board of Selectmen, of the Town of Harwich, acting as Sewer Commissioners or its successors.
- 1.1.14 "Industrial Wastes" are the liquid, gaseous, or solid wastes or a combination thereof, other than wastewater, resulting from any process of manufacturing, trade and/or industrial operations or from the development or recovery of any natural resources.
- 1.1.15 “Infiltration” shall mean water entering a sewer system from the ground through such means as defective pipe, pipe joints, connections, or manhole walls. Infiltration does not include and is distinguished from inflow.
- 1.1.16 “Infiltration/ Inflow” (I/I) is the total quantity of water entering a sewer system from both infiltration and inflow.
- 1.1.17 “Inflow” shall mean water discharged to a sewer system (including service connections) from such sources as roof leaders, basements, yards, and area drains; foundation drains; sump pump connections; drains from springs and swampy areas; manhole covers; cross-connection from storm sewers and combined sewers; catch basins; stormwater run-off; and drainage in general.
- 1.1.18 "Local Wastewater System" shall mean that portion of the sewer/ wastewater system located either in Dennis and used exclusively by Dennis or its customers, in Harwich and used exclusively by Harwich or its customers, or in Yarmouth and used exclusively by Yarmouth or its customers, or located in any other municipality and used exclusively by such municipality’s residents/rate payers and not owned by the Partnership. A Local Wastewater System is not part of the Common Partnership System.
- 1.1.19 “MassDEP” means the Massachusetts Department of Environmental Protection or its successor agency.
- 1.1.20 "Maximum Daily Flow" shall mean the maximum flow recorded at a metering station during a 24-hour period.
- 1.1.21 “Member Town” shall mean either the town of Dennis, Harwich or Yarmouth, or any other municipality that may join the Partnership in accordance with the terms herein.
- 1.1.22 "MGD" is the abbreviation of million gallons per day.

- 1.1.23 "pH" shall mean the logarithm (base 10) of the reciprocal of the concentration of hydrogen ions expressed in grams per liter of solution.
- 1.1.24 "SCADA" (Supervisory Control and Data Acquisition) shall mean the instrumentation to allow for conveying remote signals to electronic controls and computer system to assist with monitoring data.
- 1.1.25 "Sewer Use Regulations" shall mean the latest edition of the Partnership regulations which shall be developed and adopted prior to the treatment plant being operational. Each Member Town must adopt within 120 days of the Effective Date of the Partnership regulations, as a minimum, the Sewer Use Regulations in use by the Partnership. Definitions of terms within that document shall be interpreted in accordance with EPA and/or MassDEP Regulations.
- 1.1.26 "Shall" is mandatory, "may" is permissive.
- 1.1.27 "Slug" shall mean any discharge of water, wastewater, or industrial waste which in concentration of any constituent or in quantity of flow exceeds for any period of duration longer than fifteen (15) minutes, more than five (5) times the average twenty-four (24) hour concentration or flows during normal operation.
- 1.1.28 "Total Flow" shall mean the total amount of wastewater flowing into the Common Partnership System and includes the wastewater and I/I contributed to such system by the Member Towns and all of their users. Total flow for each Member Town shall be based on measured flows from each Member Town plus (or minus) a flow proportional adjustment for Infiltration/Inflow (I/I) in Common Partnership System components. Estimated I/I flows should be periodically checked at a frequency to be determined by the Commission.

Total flow shall be the recorded flow received each day. The Average Annual Flow shall be reported as the monthly average flow for the previous 12 months.
- 1.1.29 "Total Flow Allocation" shall mean the amount of wastewater treatment facility capacity dedicated and reserved for use (owned) by each Member Town.
- 1.1.30 "Total Suspended Solids" (abbreviated TSS) shall mean solids that either float on the surface of, or are in suspension in water, or wastewater, or other liquids and which are removable by laboratory filtering, expressed in milligrams per liter by weight (or pounds per day).
- 1.1.31 "User Charges" shall mean a charge levied on Member Towns of the Partnership for the cost of operation and maintenance, repairs and associated capital payment costs for the Common Partnership System.
- 1.1.32 "Wastewater" shall mean spent water of the Member Towns and may be a combination of the liquid and water carried wastes from residences, commercial

buildings, industrial plants and institutions, together with any ground, storm, and surface waters that may be present.

- 1.1.33 "Yarmouth" is the Town of Yarmouth, a municipal corporation of the Commonwealth of Massachusetts. The "Yarmouth Board" shall be the Board of Selectmen acting as Sewer Commissioners of the Town of Yarmouth, or its successors.

Section 2: Wastewater Characteristics

- 2.1 The Partnership shall receive, treat and dispose of Member Towns' wastewater in accordance with this Agreement and all applicable local, state and federal laws, regulations, water quality standards, orders and decrees of any state and/or federal governmental authority having jurisdiction over the treatment, and disposal/ recharge of wastewater. The Partnership shall comply at all times with the Partnership's Groundwater Discharge Permit(s).

- 2.2 Member Towns shall adopt as a minimum the rules, regulations and requirements of the Partnership proscribing and limiting the content of wastewater discharged into the sewers that convey flow to the Common Partnership System. The rules, regulations and requirements include but are not limited to:

- 2.2.1 Sewer Use Regulations (Partnership to develop and adopt regulations prior to treatment plant being operational)

The Partnership shall send written notice of any proposed revisions to the Partnership's Sewer Use Regulations to the Member Towns 30 days prior to such revision(s) being enacted or adopted.

- 2.3 It is recognized that under extreme wet weather events or high groundwater periods that increased Infiltration and/or Inflow (I/I) may occur. In recognition of this, each Member Town shall work cooperatively with the Partnership to investigate and reduce its flows so that I/I flow by Member Towns is maintained to be within industry (Water Pollution Control Federation or other) and regulatory (MassDEP or other) guidelines. It is the responsibility of each Member Town to pay for its own I/I evaluations, studies, construction, and related work to reduce I/I within each Member Town's respective Local Wastewater System.
- 2.4 Any Member Town accepting wastewater from an adjacent customer community shall be responsible for requiring the customer community to adopt and adhere to any and all Partnership requirements regarding wastewater regulations, permits or Partnership operations as defined herein. The Partnership shall have the authority to require that a Member Town pursues appropriate actions in this regard and may charge any costs the Partnership incurs for this enforcement to said Member Town.

Section 3: Location of Partnership Facilities

3.1 Location

Initially, all Partnership facilities shall be located within the limits of the Member Towns and are as described below: Conveyance System – initially there is no common Partnership conveyance system. In the future there may be common pumping stations, forcemains or other related items.

Treatment Plant – a wastewater treatment facility located adjacent to the Dennis DPW facility will treat wastewater to standards established by the MassDEP in order to meet a Groundwater Discharge Permit.

Effluent Recharge Sites – treated effluent will be pumped in force mains to effluent recharge sites located in Dennis, Harwich and Yarmouth as shown in **Appendix A, Exhibit A** or to any other approved reuse alternatives.

Refer to **Figure 1** of **Appendix D** for an overview of the Partnership System.

3.2 Plans

The District shall maintain a description, plan, title information or combination thereof, identifying and describing the Partnership facilities owned or leased by the Partnership, and the location of those facilities.

Each Member Town shall provide the Partnership annually in July an updated electronic copy of the Local Wastewater System within that Member Town that is ultimately connected to the Partnership facilities. Flow metering locations shall be shown on the sewer system map shown in **Exhibit D**.

3.3 Conveyance and Transfer

Each of the Member Towns shall enter into a ground lease with the Partnership for a term of no more than ninety-nine (99) years for nominal consideration of One Dollar (\$1.00) to lease certain real property, personal property, equipment and other assets to the Partnership (including property and assets to establish the Common Partnership System) for the wastewater treatment plant site and effluent recharge sites, and to grant non-exclusive perpetual easements for sewer purposes to the Partnership by or on the Effective Date and in accordance with an agreement entitled, “Agreement to Convey Real Property and Transfer Assets”, or any other arrangements, both attached hereto as **Appendix E** on their respective properties as follows:

Town of Dennis

- a. 120 Theophilus F. Smith Road, shown on Assessor’s Map 165 as Lot 1-for wastewater treatment plant site and effluent recharge;

- b. 30 Bob Crowell Road, shown on Assessor's Map 173 as Lot 36, for effluent recharge site;
- c. 825 Old Bass River Road, shown on Assessor's Map 284 as Lot 4, for effluent recharge site;
- d. 350 Paddocks Path, shown on Assessor's Map 310 as Lot 13, for effluent recharge site;
- e. 50 Golf Course Road, shown on Assessor's Map 315 as Lot 1, for effluent recharge site.

Town of Yarmouth

- a. 62 Highbank Road, shown on Assessor's Map 80-17, for effluent recharge site.

Town of Harwich

- a. 205 Queen Anne Road, shown on Assessor's Map 58-M-1, for effluent recharge site.

Land Use Agreements – Construction by the Partnership on a parcel identified in this section for use by the Commission shall require the development of a Memorandum of Understanding (MOU), Inter-Municipal Agreement (IMA) or similar instrument between the Commission and that town's Board of Selectmen that as a minimum defines the operating requirements for use of the site, the apportionment of construction costs including any project lost revenues during construction, the schedule for construction to help minimize costs and neighborhood impacts, the routing of construction vehicles and time of operation, and any other specific land use issues.

3.4 Taxes

The DHY Clean Waters Community Partnership shall be a tax-exempt entity, and not be subject to local real estate property taxes, personal property taxes, host community fees, excise taxes or any other similar type fees for any of the facilities located in the three member towns. There shall also be no Payments in Lieu of Taxes (PILOT) or fees.

Section 4: Wastewater Services to Member Towns

4.1 Additional Services

The Partnership shall provide wastewater treatment and disposal services to the Member Towns. The Partnership may provide additional wastewater related equipment and services to its Member Towns. Costs for all wastewater related equipment and services not provided to all Member Towns by the Partnership shall be the responsibility of the individual Member Town(s) receiving said equipment and services. The Partnership shall maintain a separate accounting of costs for that equipment and services and the individual Member Town(s) shall be fully responsible for payment for use of that equipment or services which shall be additionally billed on the quarterly invoice in which the equipment and services were incurred.

An example of these types of additional services might include work at a Member Town's pumping station or use of a piece of Partnership equipment to assist in cleaning or rehabilitating a Member Town's Local Wastewater System.

4.2 Equipment

The Partnership may purchase equipment or procure use of equipment that would be utilized by the Member Towns and charged to each Member Town in proportion to the use by that Member Town. The Commission must approve each equipment purchase or procurement and rate to be charged for equipment use. Similarly, the Partnership may utilize equipment owned by a Member Town and reimburse that town at an approved rate.

Section 5: Measurement of Flow

5.1 The Partnership measurement of wastewater flow shall be as follows:

5.1.1 The volume of flow used in computing the flow variable portion of operation and maintenance costs shall be based upon readings obtained by metering equipment approved by the Partnership, installed by each Member Town, and located at each point of discharge into the Common Partnership System or each Member Towns' shared wastewater conveyance system. Such metering equipment shall be installed by the respective Member Towns and shall include a SCADA system (not to be used for control unless contracted for by a Member Town) for sending metering data to the Partnership's treatment plant. The collection of flow meter readings for the purpose of computing and distributing charges shall be done locally at each meter and shall be the responsibility of Partnership and/or its authorized agent, and all costs related to the collection of the data and the calculation of the charges shall be a part of the Operating Costs of the Common Partnership System. Once a quarter, as a minimum, the Partnership will provide each Member Town with the monthly wastewater volume for the preceding quarter, based upon the meter readings. Each Member Town will have access to said meter readings during the Partnership's normal business hours.

5.1.2 Each Member Town shall provide a flow measuring system at its own expense to measure all wastewater flows from the Member Town which enter the Common Partnership System. The general arrangement, equipment and physical location of these flow measuring stations shall be subject to Partnership's review and approval. The cost of maintaining those flow measuring stations shall be borne by each respective Member Town.

The Partnership shall provide and maintain a SCADA system (not to be used for control unless contracted for by a Member Town) at its expense to assist with monitoring the measured flows from each flow measuring station that discharges into a shared wastewater system within a Member Town or that discharges directly into the Common Partnership System.

Each Member Town shall be responsible for checking the accuracy and reliability of the flow metering equipment on at least a semi-annual (twice per year) basis and agrees to keep such equipment functional, operational and accurate. The Partnership shall be advised of the results of any tests on the equipment and the methods employed.

The Partnership shall have the right to check the operation and accuracy of all system meters and the cost of these checks shall be borne by the Partnership. System meters are defined as those meters utilized to calculate the flow received from each Member Town. Should a flow discrepancy of more than the accepted industry accuracy standard for that given meter type be detected pursuant to this Partnership check, then the Member Town shall recheck their meter within 60 days of the detection at their costs and within 30 days of the recheck take any appropriate action to rectify or correct discrepancy so that accuracies are again within the industry standard. The Partnership shall maintain a listing of the agreed upon industry accuracy standards by meter type.

- 5.1.3 The Partnership operates and maintains a metering and automatic sampling station at the wastewater treatment facility inlet area. The general arrangement, equipment, maintenance and operation of this metering station shall be subject to periodic inspection by the Member Town. Any costs incidental to the operation and maintenance of the metering station, including the wastewater sampling and analysis, shall be borne by the Partnership and be included as a part of the Operating Costs of the Common Partnership System.
- 5.1.4 Determination of the volume of each Member Town's wastewater flows shall be determined directly from the metering conducted at the flow monitoring stations.
- 5.1.5 In the event the metering equipment is temporarily out of order or service for any reason, the volume of wastewater will be estimated by the Partnership on the basis of recent correct readings and past experience using a mutually agreed upon formula or flow period.
- 5.1.6 All flows in this Agreement are and shall be based on actual flows and not 310 CMR 15.00 State Environmental Code Title 5 flows.

Section 6: Sampling of Wastewater Flow

- 6.1 The Partnership shall have the right to sample wastewater flow at any location within a Member Town's Local Wastewater System and shall do so at its (the Partnership's) own costs. A copy of sampling results shall be provided to the appropriate Member Town. Member Towns shall provide full and free access to their collection system sampling locations for Partnership use.

In the event that wastes of unusually high strength (per industry standards) are detected by the Partnership, then the appropriate Member Town shall be responsible for determining the source and/or cause of the high strength waste and shall take appropriate actions to make

sure it is in accordance with the Partnership's Industrial Pretreatment Program contained within the Partnership's Sewer Use Regulations.

Section 7: Notice of Flow Changes

- 7.1 Each Member Town agrees to notify the Partnership as far in advance as possible of any anticipated or planned significant (greater than 25,000 gpd) increases or decreases in wastewater flow discharged into the Common Partnership System by that Member Town.
- 7.2 Each Member Town agrees to provide to the Partnership, on a semi-annual (twice per year) basis, a summary of connection permit data for new sewer connection permits issued by the Member Town. Said information shall include an estimate of capacity to that particular new user.
- 7.3 Each Member Town hereby agrees to take all appropriate actions necessary to enforce conformance with all Partnership wastewater regulations by all customers within the Member Town's sewer service area. Each Member Town shall be responsible for any fines or penalties issued to the Partnership as a result of that Member Town's failure to act in accordance with this provision.

Section 8: Pretreatment

- 8.1 Each Member Town shall adopt and enforce the Partnership's Pretreatment Regulations (within 120 days of the Effective Date of those regulations) as a minimum standard. Each Industrial User in each Member Town shall provide necessary treatment as required to comply with said Regulations, including the Local Discharge Limitations set forth therein and all applicable National Categorical Pretreatment Standards and General Pretreatment Standards.
- 8.2 Each Member Town reserves the right at any time to pretreat or improve the quality of the wastewater or to otherwise give preliminary treatment to its wastewater prior to discharge to the Common Partnership System.
- 8.3 In accordance with the Partnership's Sewer Use Regulations, the Partnership may require pretreatment of high strength wastes by individual sewer users. Each Member Town recognizes and agrees to the Partnership's authority to require such pretreatment and agrees to work with the Partnership and apply its full authority, as well to enforce such requirements.

Governance Terms and Conditions

Section 9: Wastewater Partnership Commission

9.1 Appointment

The powers and duties of the Partnership shall be vested in and exercised by a Wastewater Partnership Commission hereinafter sometimes referred to as the “Commission,” whose seven (7) members shall be appointed by the Member Towns in the following manner:

Yarmouth shall have three (3) Commission members appointed by the Board of Selectmen or their designated local authority; Dennis shall have two (2) Commission members one appointed by the Board of Selectmen and one appointed by the Finance Committee and Harwich shall have two (2) Commission members appointed by the Board of Selectmen or their designated local authority.

The Commission members shall be appointed from the following categories of appointees for each Member Town: Town Administrator, DPW Director, Wastewater Superintendent (or equivalent), Board of Selectmen, Water and Sewer Commissioner, Finance Committee, and/or qualified Town Resident. Only one member shall be appointed from any one category by the appointing authority of a Member Town.

9.2 Term

The initial appointments of a member of the Commission shall be for Yarmouth terms of three years, two and (in case of Yarmouth) one year; for Dennis terms of three and two years; and for Harwich terms of three and one years. Upon completion, each of those terms shall be followed by a successive three-year term. Terms shall begin on July 1st and end on June 30th of the appropriate year. The initial appointments to the one year terms shall be until June 30th of the Fiscal Year in which the appointment is initially made. The initial two year appointments shall be for the first full Fiscal Year after the Fiscal Year in which the initial appointment is made. The three year appointment shall be for the full two Fiscal Years after the initial appointment is made. Each member shall serve on the Commission until his/her successor is duly appointed and sworn into office by the Town Clerk of the Member Town.

Member Towns shall make appointments to the Commission annually, by June 1st. Initial appointments to the Commission shall be made not later than 60 days after the effective date of this agreement.

9.3 Resignation and Removal

A member of the Commission may resign by filing with the Commission a written notice of resignation with a copy thereof to his/her appointing board, the Board of Selectmen and Town Clerk of the Member Town. A member of the Commission may be removed from that office, with or without cause, by vote at a posted open meeting or executive session as may be required, of the appointing authority, acting in its sole discretion. Such removal

shall become effective upon the date of receipt by the Commission of written notice from the Town Clerk of the Member Town of the removal of such person from the Commission.

Appointment of a new Commission member to fill a vacancy shall be for the balance of the unexpired term of the former Commission member who has been removed.

9.4 Vacancy

In the event of a vacancy on the Commission the Member Town with such vacancy shall within forty-five (45) days appoint a member in the manner of the previous appointment to that position, and the substitute member shall serve for the balance of the unexpired term.

Should the appropriate board fail to fill the vacancy within the appropriate time, that vacant member's position shall not negatively impact any Commission actions and the Commission may continue to act provided the necessary quorum is present.

9.5 Organization

Promptly upon the appointment and qualification of the initial members of the Commission and annually thereafter at the first regular fiscal year meeting of the Commission, to be held no later than July 31st, the Commission shall organize and elect a chairman, vice-chairman and secretary from among its membership. At least one officer shall be appointed from each of the Member Towns unless a vacancy occurs prior to expiration of a term of service.

At the same meeting or at any other meeting, the Commission shall appoint the following additional officers: a treasurer, who shall not be a member of said Commission, and may appoint such other officers, including Executive Director, as it deems advisable and describe the powers and duties of any of its officers, fix the time for its regular meetings and provide for the calling of special meetings. Prior to the appointment of a Treasurer or an Executive Director or other administrative staff, the Commission may, pursuant to **Appendix B** if this Agreement, contract with a Member Town for the provision of administrative services, including the services of a Treasurer and an Executive Director.

The Partnership's treasurer shall receive and take charge of all funds belonging to the Partnership and shall pay any bill of the Partnership which shall have been approved by the Commission. The treasurer may, as authorized by vote of said Commission, be compensated for his/her services. The treasurer of the Partnership shall be subject to Sections 35, 39B, 52, and 109A of Chapter 41 of the Massachusetts General Laws, and Chapter 88 of the Acts of 2019 to the extent applicable.

9.6 Powers and Duties

The Commission shall have all the powers and duties conferred and imposed upon such commissions by law and conferred and imposed upon it by Chapter 88 of the Acts of 2019 and this Agreement, and as may be provided in any other applicable Massachusetts general law or special act hereinafter enacted. The Commission shall have the authority to enact, and to amend from time to time, such regulations as it deems necessary to provide the

services and to operate and maintain the facilities covered by this Agreement, which regulations may include management of the sewer collection, pumping, treatment, reuse and recharge facilities, and any directly related facilities in the Member Towns.

As authorized in Section 4 of the Enabling Act, the Commission has all rights and powers to prosecute violations of the regulations within the political bounds of each Member Town.

9.7 Quorum

Non-financial Business Matters – For transaction of non-financial business matters, a quorum shall be a majority (four) of the Commission with at least one representative present from each of the Member Towns.

Financial Business Matters – For transaction of financial business matters, a quorum shall be at least five (5) of the Commission members authorized by the terms of this Agreement to vote thereon with at least one representative present from each of the Member Towns. For purposes of this paragraph, the term “financial business matters” shall be those matters that involve or concern an expenditure, liability, claim, or other thing of value in an amount of \$30,000 or more.

If a member of the Commission from a Member Town does not attend for two consecutive regularly scheduled meetings of the Commission, then the requirement to have a voting member present from each Member Town shall be deemed waived for the next regularly scheduled meeting (i.e. the third consecutive meeting) and for each consecutive meeting that member misses thereafter.

Once a vote to approve a “Financial Business Matter” has been passed, then future votes on that specific item shall only require a majority quorum be present.

Section 10: Amendments to Agreement

10.1 Limitation

This Agreement may be amended from time to time in the manner hereinafter provided, but no such amendment shall be made which shall substantially impair the rights of the holders of any bonds or other notes or other evidence of indebtedness of the Partnership then outstanding, or the rights of the Partnership to procure the means for payment thereof, provided that nothing in this section shall prevent the admission of a new town or towns to the Partnership subject, however, to the provisions of Section 11 of this Agreement and the reapportionment of Capital Costs of the Partnership represented by the bonds or notes of the Partnership then outstanding and of the interest thereon.

10.2 Procedure

Any proposal for Amendment, except a proposal for Amendment providing for the withdrawal of a Member Town (which shall be governed by Section 12) may be initiated by a favorable vote of two-thirds of the members of the Commission, with at least one affirmative vote coming from each Member Town. The Commission shall mail or deliver a

notice in writing to the Chairman of the Sewer Commissioners or Board having such authority, and to the Board of Selectmen of each of the Member Towns that a proposal to amend this Agreement has been received by the Commission and shall enclose a copy of such proposal. This notice shall be sent 60 days prior to any vote by the Commission on the proposed amendment after which the Commission may proceed to vote on the proposed Amendment.

The amendment shall be adopted upon the occurrence of all the following approvals in the order stated:

1. An affirmative vote on the amendment by two-thirds of the Commission members;
2. The subsequent ratification of the Commission vote by all of the Member Towns acting by majority vote at their next Annual or Special Town Meeting.

The amendment shall be effective 30 days following the date of the last required vote of a Member Town's Town Meeting, to ratify the Commission's action.

10.3 Programmed Reviews

The Commission shall undertake a formal review of this Agreement within five (5) years of the substantial completion date of the initial treatment plant construction and, thereafter, at least once every ten (10) years. A formal review document shall be developed explaining the review process, findings and any recommendations and distributed to each Member Town. Any Amendments to the Agreement in the interim shall reset the review period and specifically state the review date in that amendment.

Section 11: Admission of New Member Town(s) or Transfer of Capacities

11.1 Admission Requirements

By an Amendment to this Agreement in accordance with Section 10 above, any other town or towns may be admitted to the Partnership.

Any town requesting to be admitted to the Partnership must first obtain approval from the appropriate board within the Member Town through which the new town would be connecting. The proposed new town may then negotiate with the Commission for the necessary flow allocation adjustments or expansion.

Each new Member Town acting through its Board of Selectmen and Sewer Commission or board having the authority of sewer commissioners will become a signatory to this Agreement as amended following the amendment process as set out in Section 10.2 above and upon ratification of the Agreement as amended by majority vote of the town meeting of the new Member Town.

11.2 Admission Costs

All costs associated with the addition of a new town to the Partnership shall be negotiated between the Commission and the proposed new town. Any costs borne by the Partnership to evaluate or implement the proposal shall be paid for by the proposing town.

For all new treatment capacity requests or transfer of capacities among Member Towns, the buy-in cost shall include a negotiated payment representing recovery of the cost of the Common Partnership System up to that date and any additional expansion costs required to accommodate the flow request.

Section 12: Withdrawal from Partnership

12.1 Limitations

A Member Town may withdraw from the Partnership by an Amendment to this Agreement in the manner provided by this Section. Any Member Town seeking to withdraw shall, by vote at an Annual or Special Town Meeting, request the Commission to prepare an Amendment to this Agreement setting forth the terms by which such Member Town may withdraw from the Partnership, provided that the said Member Town shall be liable to the Partnership as defined in the following paragraphs for its share of the indebtedness of the Partnership outstanding at the time of such withdrawal, for interest thereon, to the same extent and in the same manner as though the Member Town had not withdrawn from the Partnership

12.2 Procedure

A Commissioner of the Member Town seeking to withdraw shall notify the Commission in writing that such Member Town has voted (by the appropriate governing body) to request the Commission to prepare an Amendment to the Agreement (enclosing a certified copy of such vote). Thereupon, the Commission and withdrawing Member Town shall prepare a proposed Amendment to the Agreement setting forth such terms of withdrawal including timeframe, subject to the limitation contained in subsection 12.1. The terms of withdrawal shall insure that the withdrawing Member Town will pay its share of borrowing in anticipation of revenue which may be outstanding at the time of withdrawal and operating costs as described in Section 12.4. The Commission shall mail or deliver a notice in writing to the Chairman of the Sewer Commissioners and to the Board of Selectmen of the Member Town seeking to withdraw that the Commission has prepared a proposed Amendment to the Agreement providing, for the town's withdrawal (enclosing a copy of such Amendment). The Board of Selectmen of the Member Town seeking to withdraw shall include in the Warrant for the next Annual or Special Town Meeting, an Article stating the Amendment or the substance thereof. If approved by the Member Town, the Amendment shall take effect as stipulated.

12.3 Cessation of Terms of Office of Withdrawing Town's Members

Upon the effective date of withdrawal, the terms of office of the members serving on the Commission from the withdrawing Member Town shall terminate and the total membership of the Commission shall be decreased accordingly. If a non-municipal customer purchases the capacity of the Member Town leaving, then the Commission membership will remain at the reduced level. If a new Member Town purchases the capacity of the former Member Town, then the new Member Town will be allowed to appoint an appropriate number of member(s) to the Commission based on flow capacity purchased from the departing or former Member Town.

12.4 Apportionment of Costs After Withdrawal

Any future installment or portion thereof, of any principal and interest on debt obligations outstanding on the effective date of withdrawal of a Member Town, which obligations were incurred by the Partnership as a local service cost attributable to such withdrawing Member Town, shall continue to be assessed to such withdrawing Member Town until the outstanding debt obligations are satisfied or appropriately transferred to an authorized successor. Due dates of payment shall be as specified in Section 15.

The withdrawing Member Town's maximum annual share of operating costs shall be paid based on the most recent fiscal year's share of operating costs over the subsequent three year period with payments declining by one-third each year unless another town or customer purchases the capacity of the withdrawing Member Town. Due dates of payment shall be as specified in Section 15.

12.5 In no event shall withdrawal by any Member Town take place prior to the expiration of fifteen (15) years next following the effective date of this Agreement.

Section 13: Contract Administration

13.1 The responsibility for enforcement and administration of this Agreement shall be assigned to the Partnership's Executive Director, subject to oversight by the Commission. All reports, requests, permit issues, questions, etc. shall be addressed to the Executive Director in the first instance.

13.2 In the event that a dispute arises regarding the Executive Director's enforcement or interpretation of the terms of this Agreement, the aggrieved party may petition the Commission. The petition shall be submitted through the appropriate Member Town's Board of Sewer Commissioners or board having such authority and shall be addressed to the attention of the Partnership's Executive Director, who shall present it to the Commission at its next regularly scheduled meeting. The Member Town's Board of Sewer Commissioners or equivalent authority and the Commission will attempt to resolve the dispute; however, the final decision rests with the Commission, subject to the provisions in 13.3, below.

13.3 If the matter is not resolved to Member Town's satisfaction, the Member Town may then seek to utilize the dispute resolution provisions hereinafter provided:

If any dispute and/or claim ("dispute" or "claim") arises out of the scope, interpretation, operation or alleged or actual breach of this Agreement, the Partnership, acting by and through the Commission, and the Member Town(s) (collectively the "Parties" and separately, a "Party") agree that the dispute will be subject to the following dispute resolution process.

- (a) The Parties to the dispute shall endeavor to resolve the same amicably and directly with each other, by conducting a meeting(s) between or among the designated representatives of the involved Parties. A Party claiming to be aggrieved by a dispute shall first send written notice thereof to the other relevant Party or Parties, detailing the nature or basis of the claim and citing this Dispute Resolution Provision. Upon receipt of such written notice, the Parties shall work cooperatively to schedule a meeting to attempt to amicably resolve the dispute. In any event, the meeting shall be held within twenty (20) business days of the date of delivery of said written notice of the claim (if the dispute involves multiple Parties, the effective date shall be the date of delivery of notice to the last Party to receive it).
- (b) If, after twenty (20) days from the date of the first meeting held in accordance with subparagraph (a), above, the Parties are unable to resolve the dispute between them, the aggrieved Party shall make written demand upon the other Party or Parties to submit the matter to mediation. The Parties shall begin promptly, but not later than fourteen (14) days after receipt of a written demand to mediate, to engage in selection of a mediator and scheduling of a mediation session. The mediation shall be governed by the mediation rules of the American Arbitration Association then in effect, unless an alternative method of mediation is mutually agreed upon by all Parties in writing. If the Parties cannot agree on the selection of a mediator, either Party may seek appointment of a mediator by the local office of the American Arbitration Association, who shall promptly schedule the matter for mediation.
- (c) If the dispute cannot be resolved through mediation and the dispute involves fines, penalties, permit and connection fees, contractual terms, or damages of \$100,000.00 or less or any question involving the sum of \$100,000.00 or less or if a Party fails to engage in mediation as required herein, the Commission and the aggrieved party shall enter into binding arbitration governed by the rules of the American Arbitration Association and the decision of the arbiter shall be the final and binding, and the sole remedy of the Parties at law or in equity.
- (d) As to all other disputes, the aggrieved party may submit the dispute to a court of competent jurisdiction in the Commonwealth of Massachusetts for resolution or court order.

- 13.4 This Agreement and all acts performed or required to be performed hereunder shall be interpreted under the laws of the Commonwealth of Massachusetts and jurisdiction shall vest in said Massachusetts' courts.

Section 14: Procurement of Professional Services

- 14.1 When the Commission engages legal counsel, financial advisors, engineers, accountants, consultants and other advisors, they shall follow appropriate Massachusetts procurement laws as they relate to goods and professional services. It is the general policy of the Commission that procurement for goods, professional services or construction contractors shall be done in a competitive manner to the maximum extent possible.
- 14.2 Commissioners shall be required to establish a dollar threshold that determines when competitive procurements are required for professional services.

Cost Terms and Conditions

Section 15: Apportionment and Payment of Costs

15.1 Classification of Costs

For the purpose of the Partnership apportioning assessments against Member Towns, costs shall be divided into two categories: Capital Costs and Operating Costs, as defined herein.

15.2 Capital Costs

Capital Costs shall include all expenses in the nature of capital outlay, including but not limited to the cost of acquiring land, the cost of constructing, reconstructing or adding to buildings, the treatment plant, effluent recharge or reuse facilities, roads, pipelines and utility lines, the cost of consulting/ engineering services, related legal costs, the cost of any equipment necessary for the operation of the Common Partnership System and any other related costs. Capital Costs shall also include payment of principal and interest on short-term borrowing, bonds and notes or other obligations issued by the Partnership to finance Capital Costs adjusted to reflect interest earnings on reinvestment of borrowings. Capital Costs shall include a reserve fund as a percentage ("the reserve fund percentage") of Capital Cost expenditure to be determined as part of the Partnership budget pursuant to Section 16, below. The minimum cash reserve fund shall be as approved by the Commission but shall not exceed 20 percent of the annual budget.

The minimum threshold to be defined as a Capital Cost shall be \$30,000, unless as otherwise established by the Commission.

15.3 Operating Costs

Operating Costs shall include all costs incurred by the Partnership not included in Capital Costs as defined in Section 15.2. Operating Costs shall include a cash reserve determined by multiplying operating cost expenditures by the cash reserve percentage approved by the Commission.

- 15.3.1 The Partnership shall maintain an adequate and separate cost accounting system which shall be the basis for the determination and allocation of costs for the operation, maintenance and repair of the Common Partnership System. The accounting system shall be available for inspection by Member Towns via their appointed Commission representatives, during normal business hours. Quarterly statements (financial and flow data) shall be sent to Member Towns by the Partnership within 30 days of the end of each quarter.
- 15.3.2 The Partnership shall maintain detailed cost accounting records for the operation, maintenance, repair and/or replacement of each of the following facilities or group of facilities:
- a) Conveyance System: The term "Common Partnership System" (also known as conveyance facilities) shall mean the interceptor sewers and any other sewers and pumping stations and force mains utilized to convey Member Towns' wastewater through the Common Partnership System to the Partnership's wastewater treatment facility. The costs of operating and maintaining the Common Partnership System shall be apportioned on the basis of the actual total quarterly flows through the Common Partnership System conveyance facilities from each Member Town. There is currently no common conveyance system proposed by the Partnership but that could change in the future.
 - b) Wastewater Treatment Facility and Effluent Recharge /Reuse Sites: The cost of operating the Partnership's wastewater treatment facility and land/ groundwater recharge facilities shall be apportioned as described in Section 15.3.6 and Section 15.3.7.
- 15.3.3 In the event that financial assistance from state and/or federal agencies not otherwise provided for herein becomes available toward the annual operating costs of the Common Partnership System, then such assistance shall be used to reduce the appropriate operation, maintenance and repair costs of the Partnership.
- 15.3.4 User Charges shall be due quarterly on July 31, October 15, January 15 and April 15, each year.

The Partnership shall submit to each Member Town its estimated Operating Costs of the Common Partnership System for the next fiscal year, in writing, by December 1st of each year so that the Member Towns may budget accordingly. The final assessment of each respective Member Town's User Charges, as approved by the Commission, shall be delivered to each Member Town on or about February 1st.

Each Member Town's User Charge for any quarter shall be estimated from the Partnership's flow records of the previous quarter and from the Partnership's budget for that quarter.

In July of each year, the Partnership shall determine the actual Operating Costs of the Common Partnership System for the previous fiscal year (based on a 12-month

rolling average wastewater flow calculated on a monthly basis). In the event that the total amount of the quarterly payments exceeds the annual Operating Costs due from a Member Town, any excess shall be credited to the subsequent quarterly bill.

In the event that the total amount of quarterly payments for User Charges from a Member Town is less than the actual annual Operating Cost, the difference shall be payable within sixty (60) days of the due date. If payment is not received within that period, then the amount due shall be the carrying costs based on an interest rate of up to 12 percent annually on the past due amount or the actual cost, if greater.

- 15.3.5 Operating Costs for the Common Partnership System shall also include the cost of operating and maintaining the flow measuring equipment, the wastewater sampling equipment, the analysis of wastewater samples and the collecting of flow meter readings from the main monitoring station at the treatment facility site. These shall be considered semi-fixed costs.
- 15.3.6 Operating Costs for the use of the Common Partnership System shall be divided between semi-fixed costs and flow variable costs. Each Member Town's User Charge shall include its share of semi-fixed costs based on total flow allocation available and online at that time and its share of flow variable costs based on actual use by the Member Town.
- 15.3.7 For the purpose of this Agreement, the various elements or components of the Operating Costs shall be defined and categorized as "semi-fixed" or "flow variable" as follows:
 - a) Semi-fixed costs
 - 1) The overall administrative expenses to operate the Common Partnership System and include office supplies, rental of office equipment, postage, any statutory assessments, employee computer expenses, insurance, consultant/ engineering/ legal expenses and retirement insurance.
 - 2) The overall administrative and operational salaries, including overtime to operate the Common Partnership System.
 - 3) Common Partnership System conveyance facilities salaries and expenses.
 - 4) Treatment facility overhead expenses such as telephone, building heat and water, laboratory supplies and uniforms.
 - 5) Treatment facility overhead expenses for equipment maintenance costs, including gas and oil for vehicles.
 - 6) Staff training and development salaries and expenses for Partnership personnel.

- 7) Common Partnership System conveyance facilities Infiltration and Inflow (I/I) maintenance salaries and expenses.
 - 8) Capital Costs
- b) Flow variable costs
- 1) Liquid sludge hauling and disposal expenses
 - 2) Electricity and chemical expenses of the Common Partnership System.
- c) A sample table depicting semi-fixed and flow variable costs is included in **Appendix A, Exhibit B.**
- 15.3.8 Any Operating Costs that have not been considered under this Article that may arise in the future will be designated as semi-fixed or flow variable by the Commission. Each Member Town shall be notified in writing ninety (90) days prior to being charged for such costs not previously considered under this Article.
- 15.3.9 In the event that a Member Town's total wastewater annual flow entering the Common Partnership System within any quarter exceeds ninety percent (90%) of the Member Town's total wastewater annual flow allocation (defined as a 12-month rolling average calculated on a monthly basis) assigned to it under this Agreement, then that Member Town's wastewater authority and the Commission shall enter into negotiations to either (i) allocate more capacity from another Member Town per Section 11 of this Agreement; (ii) define measures to reduce the quarterly flow increase to keep the existing flow total of the Member Town within its allocation; (iii) plan for expansion of appropriate facilities to be paid for by that Member Town; or (iv) take any other appropriate action as required to enforce flow capacity allocations.
- 15.3.10 In the event a Member Town's total wastewater annual flow allocation is exceeded in any month within a three month billing quarter, then that Member Town shall meet with the Commission to review progress relative to a plan developed in accordance with Section 15.3.9, above. If the Member Town's total wastewater annual flow capacity exceeds the 12-month rolling average annual flow allocation (not the average monthly flow) for any month within a quarter, then the Member Town shall pay its semi-fixed cost at the actual percentage flow of that Member Town's allocation plus an additional five (5) percent of that cost as a penalty, with the other Member Town(s) receiving proportional payment credits based on their respective capacity owned. This penalty payment shall occur each quarter until the 12-month rolling average annual flow of the violating Member Town is below its flow capacity for all three months in a quarter. In addition, if there is a resultant permit violation and fine, attributed to the increased flow, then the responsible Member Town shall pay the entire fine and any other related costs (legal, engineering, etc.).

Refer to **Appendix A, Exhibit C** for an example calculation of the Flow Payment Penalty Scenario.

15.4 Apportionment of Capital Costs

In the event the Partnership must undertake an expansion, major repairs, replacement, or add to the Common Partnership System, or is directed or ordered to provide a higher degree of treatment in the future, or any other related expense, then the net capital cost related thereto shall be apportioned between the Member Towns on the basis of Total Flow Allocation (capacity owned), unless said further or additional treatment is caused by wastewater of a special character, in which case the added cost shall be borne by the Member Town in which the wastewater originates, or, if expansion is required, the percentage of the expanded facilities available to each Member Town. A reasonable payment schedule shall be established by the Partnership prior to the completion of said replacement, repairs or additional facilities.

Each Member Town is allocated and hereby owns a specific wastewater capacity in the Partnership’s treatment facilities. Average daily flow in million gallons per day (mgd) is utilized as the unit measure for capacity owned.

Capital Costs shall be apportioned among the Member Towns and charged annually as depicted in the following examples:

15.4.1 Projected Initial Phase Flow Capacity Allocation (3 phases)

| <i>Member Town</i> | <i>Total Flow Allocation</i> | <i>Percent Owned</i> |
|--------------------|------------------------------|----------------------|
| Dennis | 1.15 mgd | 34 % |
| Harwich | 0.45 mgd | 14 % |
| Yarmouth | 1.75 mgd | 52 % |
| Total | 3.35 mgd | 100 % |

15.4.2 Projected Buildout Flow Capacity Allocation (after all 8 phases)

| <i>Member Town</i> | <i>Total Flow Allocation</i> | <i>Percent Owned</i> |
|--------------------|------------------------------|----------------------|
| Dennis | 1.96 mgd | 30 % |
| Harwich | 0.98 mgd | 15 % |
| Yarmouth | 3.54 mgd | 55 % |
| Total | 6.48 mgd | 100 % |

15.4.3 Example Interim Expansion Flow Capacity Allocation

| Member Town | Total Flow Allocation | Interim Expansion | Total New Capacity |
|--------------------|------------------------------|--------------------------|---------------------------|
| Dennis (mgd/%) | 1.15 /34 | 0.25 / 17 | 1.40 / 29.0 |
| Harwich (mgd/%) | 0.45 /14 | 0.25 / 17 | 0.70 / 14.5 |
| Yarmouth (mgd/%) | 1.75 /52 | 1.00 / 66 | 2.75 / 56.5 |
| Total | 3.35 /100 | 1.50 / 100 | 4.85 / 100 |

The Initial phase flow shown in Section 15.4.1 is for description purposes only and reflects an approximation of the first three phases of flow from the Member Towns. The actual flow capacity that each Member Town requests will ultimately decide the size of the initial treatment facility to be constructed and the percentage each community would pay based on capacity owned.

In the above example shown in Section 15.4.3, once the Commission approved moving forward with facilities expansion to accommodate increased wastewater flow the Member Towns would pay for capital costs of the expansion based on the ownership of the expansion (shown in the Interim Expansion column). Member Towns would continue to pay their percentage share of the initial facility costs until paid off and would pay their share of the expanded capital costs of the expansion until paid off.

Once construction of the expansion facilities reached substantial completion then the percent capacity ownership would be recalculated to reflect overall ownership in the facilities and semi-fixed operating costs (described in Section 15.5) for future charges would be based on the new aggregate percent ownership for each Member Town (shown in the Total New Capacity column).

15.5 Apportionment of Operating Costs

Operating Costs after the Effective Date and for every fiscal year thereafter shall be apportioned by the Partnership to each Member Town in the following manner:

15.5.1 Semi-fixed operating costs: Semi-fixed Operating Costs will be apportioned annually to the Member Town in the same ratio based on capacity owned, as provided for Capital Costs.

5.5.2 Flow-variable operating costs: Upon the commencement of operations of any Partnership facility, flow based Operating Costs for the Common Partnership System will be assessed to the Member Towns based upon the average daily flow as measured at the Partnership flow meters and adjusted by the same ratio for Capital

Costs for Infiltration/Inflow (I/I) in Common Partnership System, and for any metered recycle flows at the treatment facility.

15.6 Times of Payment of Apportioned Costs

Each Member Town shall pay to the Partnership in each fiscal year its proportionate share of the Capital Costs and Operating Costs. The annual share of each Member Town shall be paid in such amounts and at such times that at least the following percentages of such annual share shall be paid on or before the dates indicated, respectively:

| | |
|--------------------------|------|
| July 30 th | 25% |
| October 15 st | 50% |
| January 15 st | 75% |
| April 15 st | 100% |

Bills to Member Towns shall be issued by the Partnership no less than 30 days prior to the due date.

Section 16: Partnership Budget

16.1 Fiscal Year

The fiscal year of the Partnership shall commence July 1 and end on June 30. The annual budget shall be based on this fiscal year,

16.2 Draft Operating and Maintenance Partnership Budget

The Commission shall annually prepare a draft budget for the ensuing fiscal year, including provisions for any installment of principal or interest to become due in such fiscal year on any bonds or other evidence of indebtedness of the Partnership and any other Capital Costs to be apportioned to the Member Towns. The Commission shall mail (or email if requested) a copy thereof to the Chairman of the Sewer Commission or Board having such authority and to the Board of Selectmen of each Member Town, on or before November 1st, and in such detail as the Commission may deem advisable.

16.3 Final Operating and Maintenance Partnership Budget

The Commission shall adopt an annual operating and maintenance budget, including debt and interest charges and any other current Capital Costs and cash reserve as separate items, on or before January 15th for the ensuing fiscal year. The Commission shall assess the amounts necessary to be raised in order to meet the said budget in accordance with the provisions of Section 15 of this Agreement. The amount so assessed to each Member Town shall, prior to February 1st of each year preceding the fiscal year to which said budget relates, be certified by the Partnership treasurer to the treasurer of each Member Town. The

Member Towns shall, at the next annual town meeting (if required), seek an appropriation of the amounts so certified.

Refer to **Appendix A, Exhibit D** for an example Fiscal Year Partnership Budget

16.4 Projected Five Year Budget

The Commission shall prepare a five year budget projection by Member Town once the draft operation and maintenance budget has been prepared. This budget shall include each of the line items shown in the budget as well as any other known items projected to be incurred during that planning period. The Commission shall mail (or email if requested) a copy thereof to the Chairman of the Sewer Commission or Board having such authority, and to the Board of Selectmen of each Member Town, on or before November 1st , so that each Member Town may utilize this information for budgeting and rate setting purposes. A final five year budget projection shall be adopted once the final operation and maintenance budget is approved and then a copy mailed (or emailed if requested) to the Chairman of the Sewer Commission or Board having such authority, and to the Board of Selectmen of each Member Town.

16.5 Budget Process

1. The Commission budget process shall be initiated on or about November 1st and shall provide an opportunity for the Sewer Commission or Board having such authority, the Board of Selectmen and the Finance Committee of each Member Town to have input into its preparation at a formally noticed public hearing. The draft budget available at that time shall be approved by majority vote of the Commissioners.
2. Upon request by the Sewer Commission or Board having such authority, the Board of Selectmen or the Finance Committee of a Member Town, the Commission shall arrange to meet with said Boards/Committees to present and discuss the proposed draft budget at a joint meeting in that community. Meetings shall be noticed locally and on the Commission website.
3. In December or early January, the Commission shall conduct a joint three-town Board of Selectmen meeting to present the proposed annual draft budget and capital plan. This shall be a publicly noticed meeting pursuant to the requirements of section 20 of chapter 30A of Massachusetts General Law. A quorum for this meeting shall be at least two Selectmen from each town and at least a total of eight Selectmen from the three towns. The annual budget shall be deemed approved if a majority of the Selectmen present and voting so vote. If the Selectmen vote to reject the proposed budget, they shall state their specific reasons for doing so and the Commission shall be required to respond to those reasons and put forth a revised budget or respond accordingly to the reasons. A revised vote can take place at this meeting or another meeting can be conducted by the member towns in the same manner as provided herein.

If no joint three-town Board of Selectmen meeting is held between November 1st and January 15th, then the proposed budget by the Commission shall be considered approved.

4. The Commission by January 15th shall adopt by a minimum of five positive votes a final operation and maintenance budget for the upcoming fiscal year which is reflective of key issues raised at the joint three-town Board of Selectmen meeting.
5. ~~5.~~In the event the three town Board of Selectmen meeting does not affirmatively vote to adopt the Commission’s proposed budget by January 15th or if the Commission cannot obtain the required positive votes, the parties are required to follow the dispute resolution provisions of section 13.3 of this Agreement in an attempt to resolved the issues and to obtain the required approvals. In the event that the required approvals are not obtained by March 1st, the budget of the prior fiscal year shall remain in effect until such time as an agreement is reached.

16.6 Budget Schedule

| Schedule | Submittal |
|----------------------|---|
| November 1 | Commission sends draft budget for ensuing fiscal year to member towns |
| November 1 | Commission sends draft five-year budget plan to each member town |
| November/ December | Commission has budget discussions with member towns |
| December | Commission and member towns conduct a joint three-town Board of Selectmen meeting to approve Partnership annual budget. |
| January 15 | Commission adopts final fiscal year budget and five-year budget plan |
| February 1 | Commission treasurer certifies budget to treasurer of each member town |
| Annual Town Meetings | Member towns (if required) raise and appropriate certified budget for each member town share. |

Section 17: Incurring of Debt

Within seven (7) days after the date on which the Commission authorizes the incurring of debt, other than temporary debt in anticipation of revenue to be received from Member Towns, the Commission shall cause written notice of the date of said authorization, the sum authorized and the general purpose or purposes for authorizing such debt, to be given to the Chairman of the Sewer Commission and to the Board of Selectmen of each Member Town. The notice shall be deemed to have been duly given to a Board of Selectmen of a Member Town if delivered to said Board or, if mailed, by registered or certified mail within the time specified, postage prepaid and addressed to the Board at the Selectmen's office.

Section 18: Treatment Plant Decommissioning – Cost Impacts

Should the DHY Clean Waters Community Partnership decide to disband in the future the following decommissioning process shall occur:

1. Conduct an appraisal of all of the Commission facilities;
2. Identify regulatory processes and transitional costs; and
3. Identify costs to restore sites to as close to original condition as feasible.

If the facilities have a market value, the assets (excluding leased property) shall be sold by the Commission and the net proceeds shall be distributed to the member towns based on percent ownership.

If the facilities are deemed to have no market value, then the net cost to restore the sites to as close to original condition as feasible shall be borne by each member community based on percent ownership.

Each member town shall be required to pay any of their remaining capital or operation and maintenance costs until paid in full.

[Signature pages follow]

IN WITNESS WHEREOF, THIS Agreement has been executed by the Board of Selectmen acting as Sewer Commissioners for the Town of Dennis, Massachusetts as of the _____ day of _____, 2020.

BOARD OF SELECTMEN
for the Town of Dennis

By _____

IN WITNESS WHEREOF, THIS Agreement has been executed by the Board of Selectmen acting as Sewer Commissioners of the Town of Harwich, Massachusetts as of the _____ day of _____, 2020.

BOARD OF SELECTMEN
for the Town of Harwich

By _____

IN WITNESS WHEREOF, THIS Agreement has been executed by the Board of Selectmen acting as Sewer Commissioners of the Town of Yarmouth, Massachusetts as of the _____ day of _____, 2020.

BOARD OF SELECTMEN
for the Town of Yarmouth

By _____

Appendix A – Exhibits

Exhibit A – Effluent Recharge Sites

Exhibit B – Example of Fixed versus Semi-Fixed Costs

Exhibit C – Example Flow Penalty Calculation

Exhibit D – Example Wastewater Treatment Plant Budget

Appendix B – Transition Items

B.1 Initial Plan of Action

B.1.1 Once the Commissioners are appointed from each Member Town, an official Commission meeting shall be held within 30 days at which time the Commission shall be organized per Section 9.5.

B.1.2 Once the Commission is officially organized, it shall develop a list of actions required to get the Partnership operational on a daily basis and to accomplish the other subtasks listed below including when to hire an executive director to oversee the day-to-day operations and when to hire an Owners Project Manager (OPM) to help guide it through the permitting, design and construction process for the initial treatment plant and effluent recharge facilities.

B.2 Initial Budget

B.2.1 Once the Commission is official organized, it shall begin the process of developing a budget for the initial year of operation and working with Member Towns as to how to best fund those operations. Local Member Town funds, short term borrowing and access to the Environmental Bond Bill authorization are potential sources of funding.

B.2.2 For planning purposes, the Commission shall ~~estimate~~adopt an initial fiscal year budgets for the treatment plant and effluent recharge sites during ~~their~~its initial year of operation, or portion thereof, and shall work to create a five year budget plan according to the timelines stated herein.

B.3 Schedule for Construction and Start-up of Partnership Facilities

B.3.1 Flow Commitment. Each Member Town shall commit in writing to the Partnership within 120 days of the effective date of this agreement the amount of wastewater flow capacity it wants to own in the initial treatment plant construction phase.

B.3.2 Design. Design of the Partnership treatment plant ~~expansion~~ and effluent recharge facilities will occur in 202~~1~~0 through 202~~3~~2.

B.3.3 Construction. Construction of the Partnership treatment plant and effluent recharge facilities will occur in 202~~32~~ through 202~~65~~ with full operation beginning by the end of year 202~~65~~.

B.4 Initial Permitting, Design, Engineering, Construction and Related Services

All services related to permitting, design, engineering, construction and related services of the original plant shall be competitively procured.

B.5 Initial Management and Operation of Partnership Facilities

The Enabling Act authorizes the Partnership to enter into contracts for the operation and management including administrative services of Partnership facilities. Initially, the Partnership will enter into a Management and Operations Agreement with the **Town of Dennis (to be confirmed)**, Massachusetts in substantially the form attached here to as Appendix F.

B.6 Pretreatment and Sewer Use Regulations

The Partnership shall develop and adopt by simple majority vote of the Commission its own pretreatment and sewer use regulations prior to the treatment plant being placed into operation.

Appendix C – Enabling Act: Chapter 88 of the Acts of 2019

(Add final act)

Appendix D – Description of Partnership Facilities

(Add table of facilities and sites)

(Add Figure 1 of showing partnership system)

Appendix E – Agreement to Convey Real Property and Transfer Assets (Example)

(To be developed)

Appendix F – Management and Operations Agreement between Partnership and Dennis (Example)

(To be developed)