



The Commonwealth of Massachusetts
Metropolitan District Commission

Division of Watershed Management

20 SOMERSET STREET
BOSTON, MA 02108

ARGEO PAUL CELLUCCI
GOVERNOR

JANE SWIFT
LT. GOVERNOR

BOB DURAND
SECRETARY

DAVID B. BALFOUR, JR.
COMMISSIONER

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May 12, 2000

David J. Rushford
City Clerk
Room 206
455 Main Street
Worcester, MA 01608

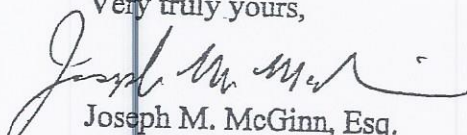
RE: Return of Executed Agreement between the Metropolitan District Commission
and the City of Worcester for Sewer Use

Dear Mr. Rushford:

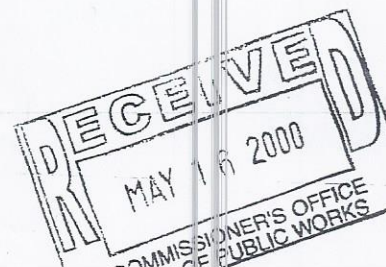
I am pleased to forward herewith a fully-executed "Sewer Use Agreement Between the Metropolitan District Commission and the City of Worcester for Intermunicipal Sewer Use" for your official files and records. Copies of the executed agreement are being forwarded to the below-listed City offices under copies of this cover letter.

On behalf of the MDC and the towns of Holden, Rutland and West Boylston, I would like to express my appreciation to City Manager Thomas Hoover, Messrs. Moore, Moylan and Labovites, Mayor Mariano and the City Council for their consideration, efforts and expertise reflected in the agreement we have achieved.

Very truly yours,


Joseph M. McGinn, Esq.
Director

cc: Thomas Hoover, City Manager
David Moore, City Solicitor
Robert L. Moylan, Jr., P.E., Commissioner of Public Works
Matt Labovites, Director of Sewer Operations



SEWER USE AGREEMENT
BETWEEN
COMMONWEALTH OF MASSACHUSETTS
METROPOLITAN DISTRICT COMMISSION
AND
CITY OF WORCESTER
FOR INTERMUNICIPAL SEWER USE

THIS SEWER USE AGREEMENT ("the AGREEMENT") is entered into as of this 11th Day of May, 2000 between the Metropolitan District Commission ("MDC") and the City of Worcester ("Worcester"), referred to collectively as "the Parties".

RECITALS

I. Proposed Expansion of Public Sewer System

- A. The Consent Order executed by the Massachusetts Water Resources Authority ("MWRA"), MDC and the Massachusetts Department of Environmental Protection ("DEP"), dated June 11, 1993, requires the MWRA and the MDC to implement a watershed protection plan for the Wachusett Reservoir. MDC has determined that the project described herein is necessary under M.G.L. c. 92, §110 and M.G.L. c.21, §40 to safeguard the Wachusett Reservoir Watershed;
- B. As part of this effort and for the protection of their own water supplies, and with financial assistance from the Commonwealth of Massachusetts and the MWRA, West Boylston intends to publicly sewer a portion of its town and Holden intends to expand its publicly sewered area;
- C. The portions of Holden and West Boylston to be sewered under the proposed project to protect the Wachusett Reservoir Watershed are described in the Facilities Plan prepared by Weston & Sampson, Inc., dated December, 1994, and referenced as the MDC Project No. WM93-001-S1A, Wastewater Facilities Plan West Boylston-Holden-Wachusett Reservoir Watershed, including the Environmental Impact Report approved by the Secretary of the Executive Office of Environmental Affairs, dated March 20, 1998 ("the Project");
- D. The Project is authorized for financing under St. 1996, C.15, §2, Item 2420-7961, and §61, and St.1996, c.15, § 2, Items 2420-7962 and 2429-7963; and St. 1999, c. 55, s. 2F, Item 1599-1994.

II. Locations

- A. Rutland transports, and desires to continue to transport, wastewater from presently sewered areas shown on Exhibit C through the R-H Interceptors and through the Worcester Interceptors to the Upper Blackstone Water Pollution Abatement District Treatment Plant ("the Treatment Plant");
- B. Holden proposes to expand its publicly sewered areas as shown on Exhibit D and to transport its total wastewater flows through the R-H and Worcester Interceptors to the Treatment Plant;
- C. West Boylston proposes to publicly sewer those areas shown on Exhibit E and to transport its total wastewater flows from the Industrial and the St. Pierre Development areas through the R-H and Worcester Interceptors to the Treatment Plant;

III.

Prior Legislation and Agreements Regarding Sewer Operations

- A. Previously, MDC, under the authority of St. 1926, c. 375, St. 1932, C. 262, St. 1947, c. 583, and St. 1979, c. 783, constructed approximately 9.5 miles of trunk sewer from the center of Rutland to the Holden/Worcester line (referred to as the "Rutland-Holden Interceptor" and approximately 8.3 miles of relief trunk sewer paralleling the original trunk sewer (referred to as the "Relief Interceptor," and collectively as the "R-H Interceptors") to provide increased capacity to the Towns of Holden and Rutland; and Worcester, under authority of St. 1932, C. 262, constructed the Northwest, Main, and Cambridge Street Interceptors in Worcester (referred to as the "Worcester Interceptors");
- B. St. 1932 c. 262, §9 authorizes the MDC to make "mutually agreed upon" payments to Worcester for Worcester's receiving and disposing of wastewater from the Rutland-Holden Interceptor;
- C. Under its 1933 contract with Worcester, amended 1984, MDC paid from state and federal funds for part of the construction of the Worcester Interceptors and the Treatment Plant and secured from Worcester a capacity allocation of 2.16 million gallons per day (mgpd) in such transport and treatment facilities, including expansion of the Holden sewer system;
- D. St. 1939 c. 286 (Holden) and St. 1939 c. 287 (Rutland) authorize the past construction of municipal sewer systems in the two Towns and their connection to the R-H Interceptors, and the reimbursement of the MDC for Holden's and Rutland's "proportionate share" of the cost of "receiving, caring for and disposing" of the wastewater under agreements MDC entered into with Holden and Rutland in 1938, and amended in 1945;
- E. St. 1968, c. 752 authorized the establishment of the Upper Blackstone Water Pollution Abatement District ("the District") to assume responsibility for wastewater treatment and disposal from the City and further authorized the City and the towns of Auburn, Holden, Rutland, Boylston, West Boylston, Millbury, and Leicester to become members of the District;
- F. The towns of Holden, Rutland and West Boylston have voted to become members of the District pursuant to the provisions of St. 1968, c. 752, as amended, and with membership costs paid by the Commonwealth pursuant to the provisions of St. 1968, c. 752 and St. 1996, c. 15, s. 2, Items 2420-7962 and 2420-7963.

IV.

Intent of Parties

- A. MDC desires to replace its existing Contract No. 42, 1933, as amended in 1984, with Worcester with a new agreement to include an expansion of reserved capacity through the City on behalf of the towns of Holden, Rutland and West Boylston and to include provisions for capacity improvements in the City system necessary to accommodate the increased flows from the towns and a revised method of computing a sewer use rate reflecting the towns proportional use of the City sewer system to be paid by the towns;
- B. Worcester desires to develop (a) a rate to charge MDC for transport of towns wastewater in order to cover the cost of operation, maintenance and repair (OM&R), and (b) an assessment for recovering the capital cost of projects needed to accommodate that additional capacity to be assigned to the MDC or an equivalent capital project to be substituted for the assessment; and (c)

to replace its existing agreement with MDC to incorporate these provisions.

C. The parties intend to assume the following responsibilities:

- (1) MDC - Own, operate and maintain the R-H Interceptors; maintain and calibrate wastewater flow meters on the R-H Interceptors; and report and certify metered flow figures to the Parties;
- (2) Worcester - Accept wastewater from the MDC and the towns at designated points of connection; transport sewage to the Treatment Plant via city sewer system; own, operate, maintain and upgrade city sewer system to ensure agreed-upon reservations of capacity for the MDC;

V. **Legislative Authority**

- A. The Parties are authorized pursuant to St. 1996, c.15, §63, M.G.L. c. 40, § 4, M.G.L. c. 83, §1, to enter into this Agreement

NOW, THEREFORE, in consideration of the mutual agreements and provisions set forth herein, and the payments and obligations hereunder, and for other good and valuable consideration, the receipt and adequacy of which consideration is hereby acknowledged, the Parties hereby agree as follows:

1.0 Basic Obligations

1.1 Worcester

Worcester shall receive, transport and convey MDC wastewater as hereinafter defined from points of connections described in Section 2.0 in the amounts specified in Section 3.0 to the Treatment Plant in accordance with all existing or future laws and regulations, permits, and orders or decrees of EPA and DEP or other governmental authority having jurisdiction over the Worcester sewer system and shall perform necessary OM&R of the portions of the Worcester system so used. MDC wastewater shall mean wastewater flows contributed from the towns of Holden, Rutland, and West Boylston collected from the geographic sewer service areas delineated on Exhibits C, D and E, attached hereto, irrespective of the owner of the interceptor or other connection entering Worcester at the points specified in Section 2.0.

1.2 MDC

MDC shall receive wastewater from the Towns and transport the wastewater through the R-H Interceptors to the Worcester Interceptors in accordance with all existing or future laws and regulations, permits, and orders or decrees of EPA and DEP or other government authorities having jurisdiction over the transmission of wastes and shall perform necessary OM&R of the R-H Interceptors.

2.0 Points of Connection

2.1 Connection Points

Worcester agrees to accept MDC wastewater in part via the R-H Interceptors operated by the MDC and in part directly at the following points of connection located at the Worcester boundary to be transported through Worcester along the following routes:

2.10 Rutland, Holden (except Parker-Cook) and West Boylston (except Industrial Area and St. Pierre):

R-H Interceptor into Worcester Northwest Interceptor

2.11 Pinecroft neighborhood located in Holden and West Boylston:

To the Woodland Street Pumping Station in West Boylston and from the Woodland Street Pumping Station via Holden to MDC R-H Interceptor into Worcester Northwest Interceptor.

2.12 Industrial Area: (West Boylston)

Shrewsbury Street/Hartwell Street to Burncoat Street via Pumping Station to Maplewood Interceptor

2.13 St. Pierre: (West Boylston)

Via Maplewood Interceptor at East Mountain Street

2.14 Parker – Cook: (Holden)

Via Eastern Interceptor at Lanesboro Road

2.15 Doyle Avenue: (Holden)*

Via Wendover Road

2.16 Brattle Street: (Holden)*

Via Brattle Street

*Subject to final review and approval by Worcester based on available hydraulic capacity.

3.0 Capacity Allocations

3.1 Present Trunk Sewer Capacities

MDC shall allocate and maintain physical capacity in the presently existing R-H Interceptors of 2.85 mgd annual average daily flow and 8.95 mgd peak flow, to be generally allocated among the contributing towns as set forth in Table A.

3.2 Capacity through Worcester Sewers from MDC Rutland-Holden Interceptor Connection

Worcester shall allocate and maintain physical capacity in the Worcester Interceptors to transport up to 2.67 mgd annual average daily flow and 8.55 mgd peak flow within the Term of this Agreement and up to 2.85 mgd annual average daily flow and 8.95 mgd peak flow, thereafter, from the point of connection of the R-H Interceptors with the Worcester Interceptors to the District Treatment Plant.

Table A (mgd annual average daily flow)

	RUTLAND	HOLDEN*	W. BOYLSTON	TOTALS
Present Flow (1995)	0.43	0.85		1.28
Initial Flow (2005)	0.45	1.45	0.48	2.38
Design Flow (2020)	0.55	1.53	0.59	2.67
Full Build-Out	0.63	1.61	0.61	2.85

Note: For purposes of planning, the parties estimate the projected flows beyond the term of the Agreement as indicated in Full Build-Out.

*Includes flows projected for Holden Connections 2.15 (Doyle Avenue) and 2.16 (Brattle Street).

3.3 Capacity through Worcester from St. Pierre and West Boylston Industrial Areas and Parker – Cook Area of Holden

Worcester shall transport the amounts indicated in Table B for the areas indicated for the years listed as follows:

Table B (mgd annual average daily flow)

	ST. PIERRE	W.BOYLSTON- INDUSTRIAL AREA	PARKER – COOK HOLDEN	TOTALS
Present Flow (1995)	0	0	0.05	0.05
Initial Flow (2005)	0.0562	0.057	0.05	0.1632
Design Flow (2020)	0.0562	0.130	0.07	0.2562
Full Build-Out (2050)	0.0562	0.269	0.08	0.4052

Note: For purposes of planning, the parties estimate the projected flows beyond the term of the Agreement as indicated in Full Build-Out.

3.4 Conditions

In the event the annual average daily flows exceed the design flows projected for the year 2020 as shown on Tables A and B, respectively, prior to 2020, the MDC and Worcester may notify the towns that the MDC and Worcester desire to renegotiate the capacity terms set forth herein in accordance with Section 8.0 of this Agreement.

3.5 Summary Table of MDC Flows

Table C. Summary of MDC Flows

	Rutland	Holden	West Boylston	Total
Present Flow (1995)	0.43 mgd	0.90 mgd		1.33 mgd
Initial Flow (2005)	0.45 mgd	1.50 mgd	0.5932 mgd	2.5432 mgd
Design Flow (2020)	0.55 mgd	1.60 mgd	0.7762 mgd	2.9262 mgd
Full Build-out (2050)	0.63 mgd	1.69 mgd	0.9352 mgd	3.2552 mgd

4.0 Financial Terms

4.1 Financial Contribution to Worcester for Capacity Related Capital Improvements

- A. In order to accommodate the addition flow to the Holden/Rutland Interceptor sewer, the MDC shall construct a relief sewer on Cambridge Street in Worcester to eliminate capacity deficits as determined by Weston & Sampson Capacity Analysis dated July 19, 1996 which shall include Segments C-301 through C-307 inclusive, subject to the provisions of Item 1599-4994 in Section 2F, Chapter 55 of the Acts of 1999. MDC agrees to commence the project upon execution of this Agreement with the objective of completion of the work by November 1, 2000.
- B. Within five years of introduction of new flows to the Holden/Rutland interceptor sewer, but no later than July 1, 2005, the MDC shall fund the City to ensure the elimination of sewer capacity deficits in the Newton Square area as determined by the Weston & Sampson Analysis, Segments C0187; C-213 through C-227 inclusive, subject to the provisions of Item 1599-4994 in Section 2F, Chapter 55 of the Acts of 1999.
- C. Commensurate with the initiation of design associated with the Newton Square area improvements identified in paragraph 4.1 B, the MDC shall also initiate a detailed hydraulic analysis of the Pleasant Street – Park Avenue sewer system from segments C-237 through C-255 including updated modeling of flow and potential surcharging conditions in these segments as previously analyzed by Weston & Sampson Engineers in a report entitled "Report on MDC and Worcester Interceptor Capacity Analysis", dated July, 1996 to determine whether any additional capacity related improvements may be required within these segments or in contributing areas. The costs associated with any such improvements will be borne by each party based on the contribution to the surcharging as determined by the hydraulic analysis conducted hereunder, using the existing flow measured during the aforementioned Capacity Analysis in July 1996 as the baseline condition for MDC and City flows in these segments.

4.2 Annual Sewer Use Charges (Transport Rate) Paid by Towns

Worcester shall compute annually and submit to the MDC on or before April 1 of each year, a transport rate in accordance with the computation method incorporated herein as Exhibit F, including all essential supporting financial, budget and flow information and computations. Worcester shall use this rate to establish the Annual Sewer Use charge to be billed to MDC by the City for transport of sewage from the MDC points of connection through the City to the Treatment Plant.

4.3 Connection Fee to Worcester

In lieu of a connection fee otherwise payable to Worcester, the MDC agrees to expend the amount of \$2,875,000.00, which amount is equivalent to the estimated value of the construction improvements associated with increased capacity in the City's interceptors as set forth in section 4.1 and expansion of Worcester's sewer system in the Summit area

by the MDC for flows projected and reserved through full build-out as shown on Table A and Table B in Section 3.2 and 3.2, respectively, resulting in no net payment.

5.0 Flow Measurement

5.1 MDC's Responsibilities

MDC shall operate and maintain the existing flow measuring devices from Rutland to the R-H Interceptors and the flow into Worcester from the R-H Interceptors. MDC shall cause a measuring device to be installed at the West Boylston Woodland Street Pump Station.

MDC shall measure annual wastewater flows as follows: For Rutland, MDC shall make a direct reading; for West Boylston, MDC shall compute the flows by reading the annual wastewater flow recorded through the West Boylston pump station and subtracting the prorated wastewater flow from the neighborhood in Holden serviced by the West Boylston pump station. The prorated wastewater flow from Holden will be based on the ratio of water meter readings from the Holden neighborhood tributary to the West Boylston pump station divided by the total water meter readings from said Holden neighborhood and West Boylston neighborhood served by the West Boylston pumping station. The ratio multiplied by the annualized wastewater flow pumped through the West Boylston station will yield the prorated wastewater flows for Holden and West Boylston. To arrive at the total flows for Holden, the MDC shall subtract the metered Rutland sewage and the prorated West Boylston wastewater flow (as computed above) from the total wastewater flow metered where the R-H Interceptors cross the Worcester city line.

West Boylston shall provide to the MDC on a quarterly basis (a) the total wastewater flows recorded through the West Boylston pump station, (b) the total water meter readings from West Boylston tributary to the West Boylston pump station, (c) the total wastewater flows from the Industrial Park, and (d) the metered potable water used by St. Pierre within West Boylston.

Holden shall provide to the MDC on a quarterly basis the total wastewater meter readings from Holden tributary to the West Boylston pump station; the Parker-Cook metering station; and the Doyle Avenue and Brattle Street connection points.

MDC shall ensure that flow metering devices on the R-H Interceptor and each other point of connection are properly installed and periodically calibrated (annually, at a minimum) in conformance with accepted wastewater standards to ensure accuracy. MDC shall install a remote telemetry device where the R-H Interceptor enters the Worcester system to enable Worcester to monitor daily flow and to enable Worcester to anticipate problems during periods of peak flow.

MDC shall report all flows from all connections on behalf of the towns to the City on a quarterly basis.

5.2 Worcester's Responsibilities

Worcester shall apply the flow measurements reported by MDC in making the

calculations required under Section 4.2. Worcester agrees to provide a credit for connections to the city system which flow through the MDC West Boylston connections (acknowledged to be approximately 22 house connections) in the making the calculations hereunder and to supply the MDC with statements of estimates of such sewage volumes as may be associated with these connections.

6.0 Billings and Payments

6.1 Billing

Worcester shall provide the MDC with quarterly invoices reflecting the Transport Charge calculated for the amount of MDC wastewater flows covering the applicable billing period in accordance with section 4.2. Such invoices shall be sent to the Director of the MDC Division of Watershed Management. The MDC shall then prepare and forward invoices to each town within ten business days of receipt of each invoice from the City.

6.2 Payments

Upon receipt of payments from the towns, the MDC shall promptly remit payment to the City. The MDC shall notify each town of their obligation to remit payment within 30 days of the receipt of the MDC's invoice. Should any town fail to remit such payment within 30 days, the MDC shall initiate the Cherry Sheet Intercept process against that town and request a legislative appropriation and authorization to pay Worcester.

6.3 Financial Statements

Worcester shall provide MDC with annual financial statements summarizing such costs and revenue received from sewer services provided as set forth in Exhibit G.

7.0 Sewer Use Regulations

7.1 Sewer Use Regulations

Within one year from the effective date of the Agreement, the MDC shall provide copies of sewer use regulations adopted by the towns to the City. Such regulations shall at all times be no less stringent than the sewer use regulations then governing the use of the Worcester sewer system during the course of this Agreement. MDC shall also provide Worcester with documentation that all towns whose wastewater constitutes a portion of the MDC wastewater conforms to all industrial pretreatment rules applicable to users of the Worcester sewer system and to the industrial pretreatment regulations as adopted by the UBWPAD.

8.0 Dispute Resolution

It is contemplated that from time-to-time that the Parties may desire to settle disputes arising from alleged breaches of the terms of the Agreement.

In each of such instances, the Party requesting an amendment or supplement to the Agreement or desiring to settle any dispute arising from an alleged breach of the terms of the Agreement shall notify in writing the other Party of such request or desire and

and costs thereof.

11.0 General Provisions

11.1 Successors Bound

The Agreement shall insure to the benefit of and shall be binding upon the parties and their successors and assigns.

11.2 Force Majeure

In the event of floods that cause wastewater flows in the system to exceed capacity limits set forth in this Agreement, and/or that result in an unsafe condition, and/or that cause, or threaten to cause, harm to the public health, the time periods for holding meetings and making decisions under the Agreement shall no longer apply and the Parties shall cooperate fully in all reasonable ways to resolve such capacity, safety, and public health concerns in accordance with the broad objectives of the Agreement and applicable laws and regulations.

11.3 Covenant of Good Faith and Fair Dealing

Each Party shall use reasonable efforts and take and employ all necessary actions to ensure that the rights secured by the other Party through this Agreement can be enjoyed and neither Party shall take any action that will deprive the other Party of the enjoyment of the rights secured through this Agreement.

11.4 Attorneys' Fees

In the event of any litigation or arbitration between the Parties regarding an alleged breach of this Agreement, neither Party shall be entitled to any award of attorneys' fees.

11.5 Governed by Massachusetts Law

The Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

11.6 No Reliance by Third Parties

Nothing contained in the Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either of the Parties.

11.7 Entire Agreement

The Agreement and the exhibits hereto represent the entire agreement among the Parties pertaining to the subjects covered therein and expressly supersede all prior negotiations, representations and formal or informal agreements leading up to the final approval and execution of this Agreement respecting such subjects except as set forth in Section 13.1.

11.8 Amendments in Writing

The Agreement may be amended only by written instrument signed by all the Parties.

11.9 Effect of Invalidity of One Part of the Agreement

The invalidity or unenforceability of any one or more phrases, sentences, clauses or sections herein contained shall not affect the validity or enforceability of the remaining portions of the Agreement.

11.10 Exhibits

All exhibits listed attached hereto are incorporated by reference into the Agreement.

11.11 Effective Date

The effective date of the Agreement shall be _____

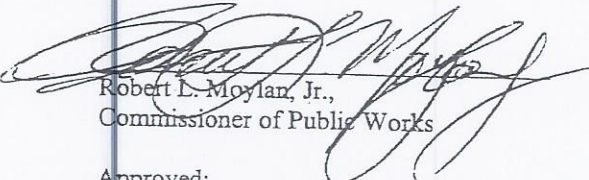
11.12 Original Agreements

This Agreement may be executed in any number of counterpart copies, all of which constitute one and the same agreement and each shall constitute an original.

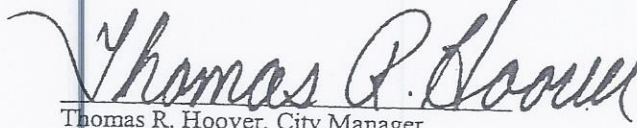
IN WITNESS WHEREOF, each party has executed the Agreement as an instrument under seal as of the date first written above.

City of Worcester:

Recommended:

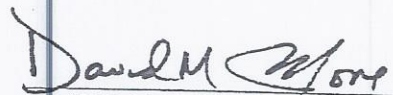

Robert L. Moylan, Jr.,
Commissioner of Public Works

Approved:

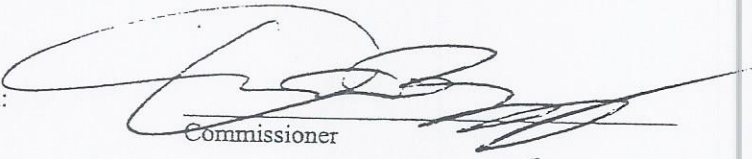

Thomas R. Hoover, City Manager

Authorized by Vote of City Council of May 2, 2000

Approved as to form:


David M. Moore, City Solicitor

Metropolitan District Commission:

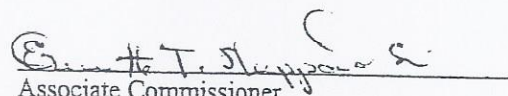

Commissioner


Associate Commissioner

✓

Associate Commissioner

Associate Commissioner


Associate Commissioner

ORDERED: that the City Manager be and he is hereby authorized to enter into an agreement between the Metropolitan District Commission and the City of Worcester for the conveyance of sewage, as defined in the agreement, from the towns of Holden, Rutland, and West Bolyston through the City of Worcester to the Upper Blackstone Water Pollution Abatement District plant.

In City Council:

May 2, 2000

Order adopted by a yeas and nays vote of 10 Yeas and 0 Nays

A Copy. Attest:

David J. Rushford

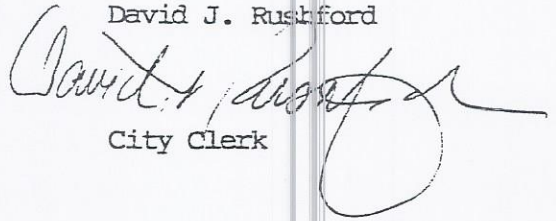

City Clerk

EXHIBIT A

GLOSSARY

1.	I/I	-	Infiltration & Inflow
2.	SSS	-	Separate sanitary system
3.	SSO	-	Sanitary system overflow
4.	CSS	-	Combined sewer system
5.	CSO	-	Combined Sewer Overflow
6.	EPA	-	U.S. Environmental Protection Agency
7.	DEP	-	Massachusetts Department of Environmental Protection
8.	OM&R	-	Operation, Maintenance, and Repair
9.	MGD	-	Million Gallons Per Day
10.	CCF	-	One Hundred Cubic Feet
11.	CCFD	-	One Hundred Cubic Feet Per Day

EXHIBIT B
DEFINITIONS

1. **Metropolitan District Commission ("MDC")**

State Agency established by St. 1919, c. 350, §123 et seq. responsible for the operation, maintenance and preservation of water quality in the watershed system that supplies water to the Greater Boston area. Watershed system includes the Quabbin, Ware, Wachusett and North and South Sudbury Watersheds and associated reservoirs, dams and other structures.

2. **Metropolitan District Water Sewer Commission ("MDWSC")**

Established by St. 1926, c. 375 and consists of the Commissioners of the MDC and two associate commissioners appointed by the Governor. Authorized to extend and increase the water supply of the metropolitan water system including the diversion of rivers. Subsequently authorized to construct various interceptors and sewer lines necessary for maintenance of the water supply.

3. **Northwest and Main Interceptors**

Connection line in Worcester which conveys wastewater from the Rutland-Holden Interceptor to the Upper Blackstone Treatment Plant.

4. **Rutland- Holden Interceptor**

Built by MDWSC with authorization from St. 1932, C. 262. Conveys wastewater from sewer lines in Rutland and Holden to sewer lines in Worcester.

5. **Rutland-Holden Relief Interceptor**

Built in the late 1970s to early 1980s, runs parallel to and at multiple points connects to the original Interceptor to handle increased flow from the towns. Authorized by St. 1979, c.798.

6. **Upper Blackstone Water Pollution Abatement District ("UBWPAD" or "Upper Blackstone" or the "District")**

Authorized by St. 1968, c. 752. Current members include Worcester, Auburn, Holden, Rutland, West Boylston and Millbury. Treats sewage at the former Worcester treatment plant which has since been upgraded and is partially located in Millbury.

7. **User Charges**

"User Charges" shall mean charges levied in proportion to the use of sewage works. As required by Section 204 (b)(1)(A) of Public Law 95-217, as amended, and by regulations promulgated by the U.S. Environmental Protection Agency, such charges must, to the extent possible, distribute operation and maintenance (including replacement) cost to each user in proportion to the user's contribution to the total loading of the sewage works, where construction of such works has been financed in part by a federal grant.

8. **Infiltration**

Water, other than wastewater that enters a sewer system (including sewer service connections and foundation drains) from the ground through such means as defective pipes, pipe joints, connections, or manholes. Infiltration does not include, and is distinguished from, inflow.

9. **Inflow**

Water other than wastewater that enters a sewer system (including sewer service connections) from sources such as, but not limited to, roof leaders, cellar drains, yard drains, area drains, drains from springs and swampy areas, manhole covers, cross connections between storm sewers and sanitary sewers, catch basins, cooling towers, storm waters, surface runoff, street wash waters, or drainage. Inflow does not include, and is distinguished from, infiltration.

10. **Separate Sanitary System**

A conduit intended to carry liquid and water-carried wastes from residences, commercial buildings, industrial plants and institutions together with minor quantities of ground, storm and surface waters that are not admitted intentionally.

11. **Combined Sewer System**

A combined sewer system that conveys both sanitary wastes and stormwater runoff.

12. **Sanitary System Overflows**

Discharges of untreated sewage from a separate sanitary sewer system with insufficient capacity.

13. **Combined Sewer Overflows**

Discharges of untreated sewage from a combined sewer system.

14. **Operation, Maintenance and Repair**

Activities required to assure the dependable and economical functioning of sewage transport works, including, but not limited to:

(a) Maintenance: Preservation of functional integrity and efficiency of pipes, conduits and equipment which make up the transport system. This includes preventive maintenance and corrective maintenance.

(b) Operation: Control of such transport system. This includes financial and personnel management; recordkeeping, and safety and emergency planning.

© Repair: Fixing or replacing of deteriorated sections of the transport system. This does not include replacement or expansion of the transport system caused by a Party's or Parties' desire to expand capacity over that which has been allocated under the Term of the Agreement. This is referred to as capital replacement.

15. Annual Average Daily Flow

Total annual flow as measured in accordance with the Agreement divided by 365 days.

16. Effective Date

The calendar date as of which the terms of this Agreement become effective and in full force.

17. Towns' Wastewater Flows

Flows as determined under Section 3.0 by the MDC from records at the respective metering stations described in Section 5.0.

18. Worcester's OM&R Cost

The annual cost of OM&R incurred by Worcester upon which Worcester bases the rate it charges its residents and businesses.

19. Term of the Agreement

The twenty (20) year term of the Agreement.

20. Peak Flow

The largest volume of flow measured over a one-hour period recorded each day averaged over a one-year period.

LIST OF EXHIBITS

- A. Glossary
- B. Definitions
- C. Map of Sewered Areas in Town of Rutland
- D. Map of Existing and Proposed Sewered Areas in Town of Holden
- E. Map of Proposed Sewered Areas in Town of West Boylston
- F. Transport Rate Computation Method and Example Computation
- G. Worcester's cost accounting records and annual financial statements





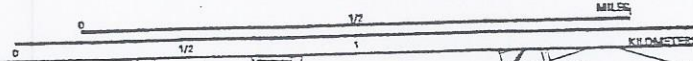
-  Existing Sewer Lines
-  Watershed Boundary
-  Roadway
-  Town Boundaries

Exhibit C

Map of Sewer Areas

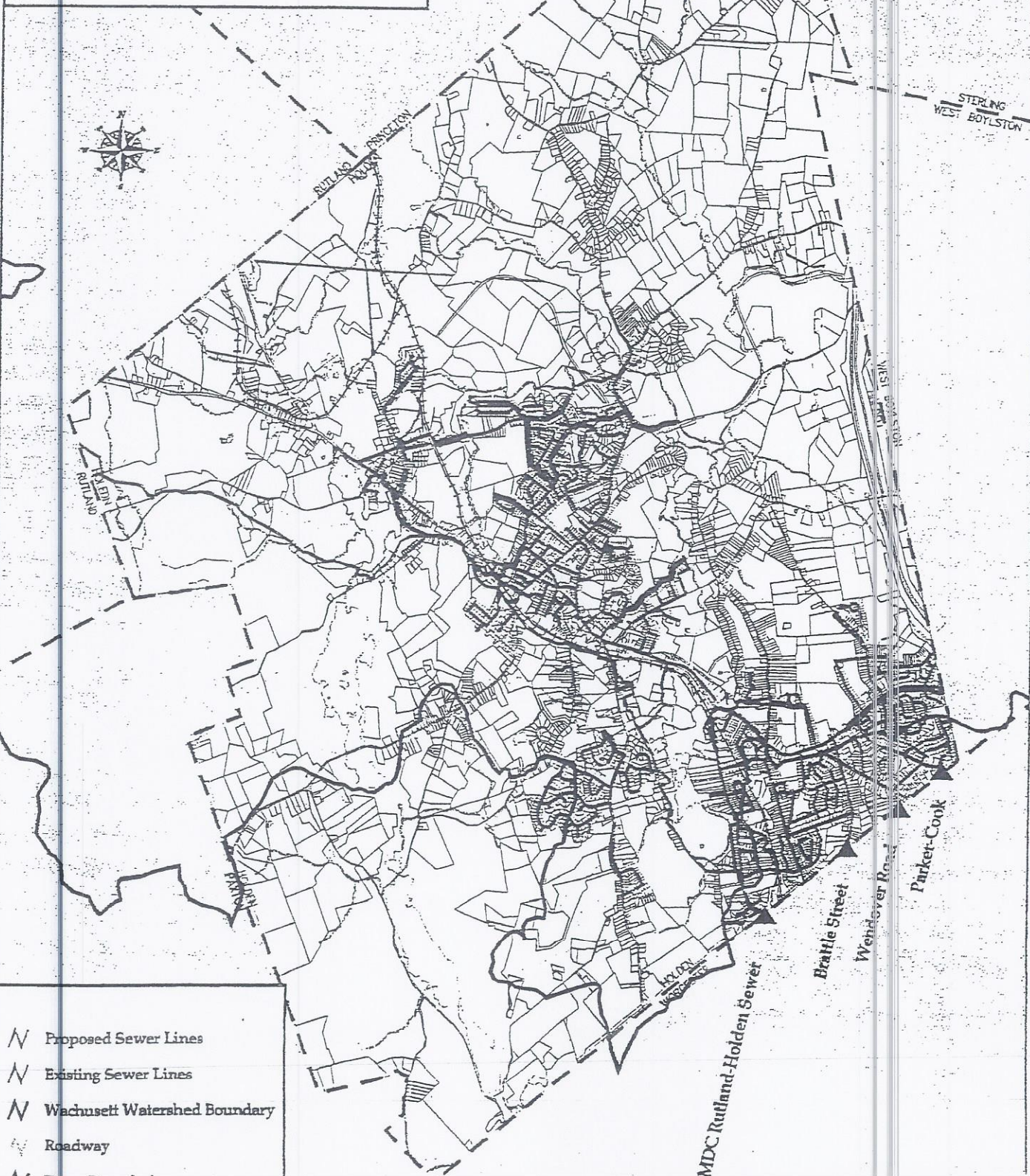
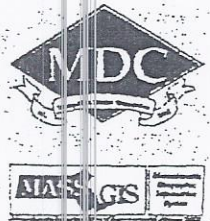
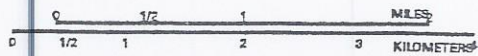
TOWN OF RUTLAND



CISED VNA MDC April 24, 2000

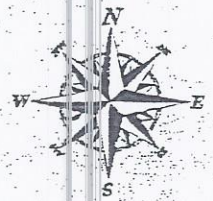
EXHIBIT D

Map of Sewered Areas TOWN OF HOLDEN



- Proposed Sewer Lines
- Existing Sewer Lines
- Wachusett Watershed Boundary
- Roadway

EXHIBIT E Map of Sewered Areas TOWN OF WEST BOYLSTON



- Proposed Sewer Lines
- Wachusett Watershed Boundary
- Roadway
- Town Boundaries
- Worcester System; Points of Connection
- Worcester Connections to West Boylston System

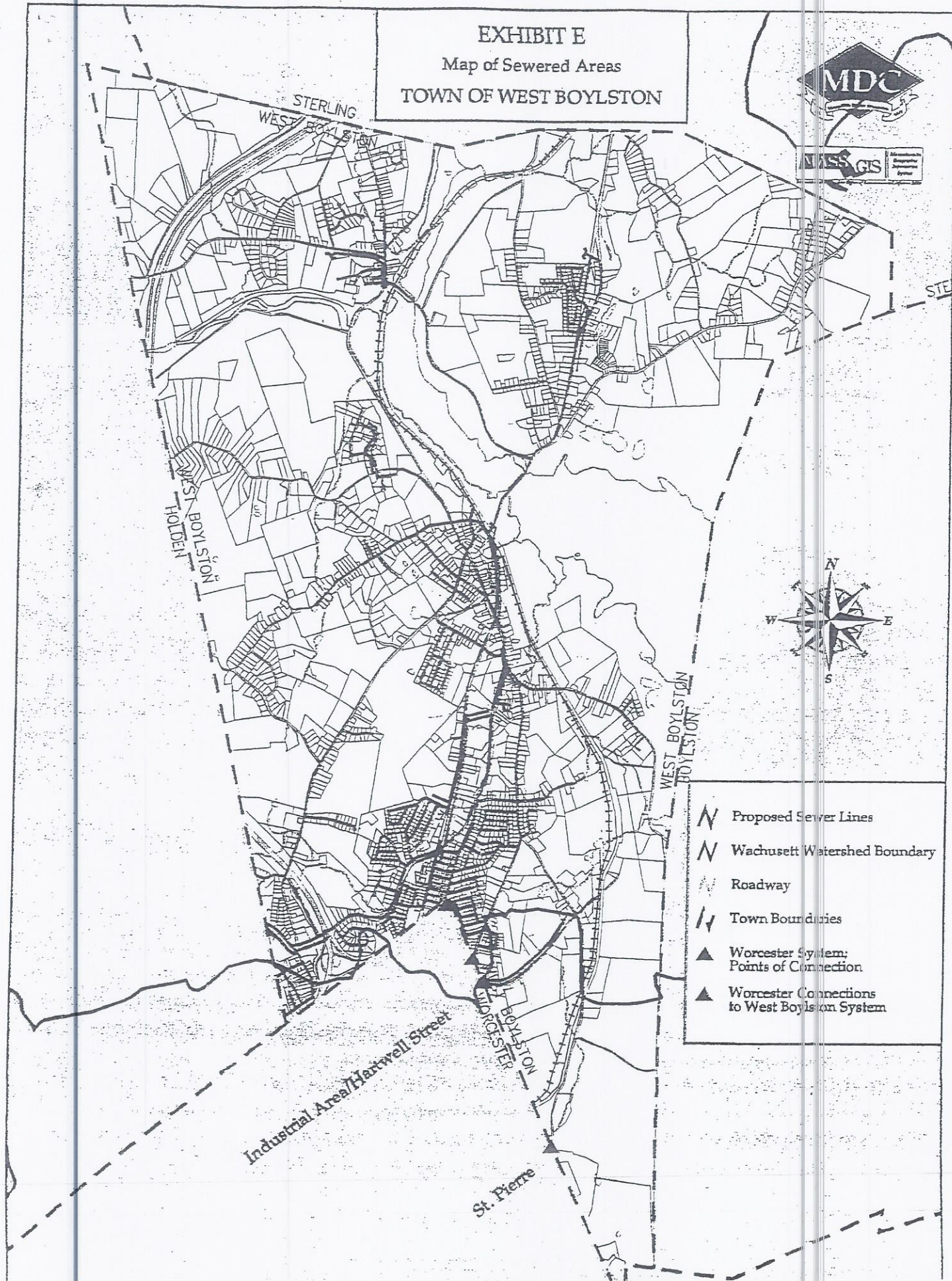


EXHIBIT F

Rate Structure

1. $(\text{Total Worcester DPW sewer division budget} - \text{UBWPAD sewage treatment charges}) / (\text{Worcester non-MDC sales (ccf)} + \text{MDC sales (ccf)}) = \text{Charge per CCF } (\$x.xx)$
2. $\text{Charge per ccf from step 1} \times \text{MDC sales (ccf)} = \text{Gross MDC charge}$
3. $(\text{Worcester debt service} / \text{total Worcester DPW sewer division budget}) \times \text{Gross MDC charge} + (\text{Worcester direct expenses} / \text{total Worcester DPW sewer division budget}) \times \text{Gross MDC charge} \times .70 = \text{MDC Credit}$
4. $\text{Gross MDC Charge} - \text{MDC Credit} = \text{MDC Billed Charge}$

Direct expenses = all non-personnel, non-debt service, non-transfer-of-services, non-fringe benefits, non-sewage treatment expenses included in total Worcester DPW sewer division budget.

Debt service = redemption of bonds + interest on bonds (or other repayment of long-term loans).

Revised Proposal

Existing Rate Structure except credit is now:

$.7 \times (\text{debt service} / \text{gross budget} + \text{maintenance budget} / \text{gross budget}) \times \text{MDC charge}$
 (Maintenance budget = Worcester's non-personal direct expenses - treatment costs)
 (Maintenance Budget = \$4,283,460 - \$2,888,772)

	FY2000	FY2001	FY2005	FY2050
Total Budget	\$14,000,000	\$14,000,000	\$14,000,000	\$14,000,000
UBWPAD	\$ 2,888,722	\$ 2,888,722	\$ 2,888,722	\$ 2,888,722
MDC Gross	\$11,131,278	\$11,131,278	\$11,131,278	\$11,131,278
In-City Sales	\$ 7,631,000	\$ 7,631,000	\$ 7,631,000	\$ 7,631,000
MDC Sales	\$ 680,000	\$ 815,000	\$ 1,184,327	\$ 1,392,417
Total	\$ 8,311,000	\$ 8,446,000	\$ 8,795,327	\$ 9,023,417
Charge per ccf	\$1.34	\$1.32	\$1.27	\$1.23
MDC charge	\$ 910,753	\$ 1,074,117	\$ 1,473,561	\$ 1,717,684
Debt Service	\$ 214,878	\$ 253,185	\$ 347,339	\$ 404,883
Credit	\$ 92,061	\$ 108,583	\$ 148,935	\$ 173,609
Maintenance Credit				
70% of Credits	\$ 214,710	\$ 253,223	\$ 347,392	\$ 404,944
Net MDC	\$ 696,043	\$ 820,894	\$ 1,126,169	\$ 1,312,740
Billed Rate	\$1.02	\$1.01	\$0.97	\$0.94

FOR EXAMPLE PURPOSES ONLY

EXHIBIT G

CITY OF WORCESTER - RECOMMENDED APPROPRIATION FOR FISCAL 2000
DEPARTMENT OF PUBLIC WORKS - SEWER DIVISION

FY 99 TOTAL POSITIONS	APPROVED FY 99 AMOUNT	PAY GRADE	TITLE	FY 00 TOTAL POSITIONS	RECOMMENDED FY 00 AMOUNT
	\$ 1,620.00		TELEPHONES	\$	1,620.00
	39,496.00		CHANNEL DIVERSION		39,496.00
	24,000.00		UNWPAID PROCESSING		24,000.00
	114,630.00		SEWER ORDINARY MAINTENANCE		114,630.00
	364,824.00		SEWAGE PUMPING		364,824.00
	9,430.00		CATCH BASINS		9,430.00
	34,543.00		YARD ORDINARY MAINTENANCE		34,543.00
	129,100.00		QUENEGAMOND PLANT		129,100.00
	23,000.00		CATCH BASIN DISPOSAL		23,000.00
	291,000.00		STORM WATER MANAGEMENT		291,000.00
	221,000.00		VEHICLE SERVICE		221,000.00
	92,001.00		GAS & OIL		92,001.00
	2,865,977.00		SEWERAGE TREATMENT		2,865,977.00
	<u>\$ 4,284,591.00</u>		<u>TOTAL RECOMMENDED ORDINARY MAINTENANCE</u>		<u>\$ 4,284,591.00</u>
	<u>\$ 24,500.00</u>		<u>TOTAL OTHER CAPITAL OUTLAY</u>		<u>\$</u>
			DEBT SERVICE		
	\$ 2,184,461.00		REDEMPTION OF BONDS	\$	2,230,376.00
	1,133,761.00		INTEREST ON BONDS		1,066,420.00
	<u>\$ 3,320,902.00</u>		<u>TOTAL DEBT SERVICES</u>		<u>\$ 3,296,796.00</u>
	<u>\$ 2,641,956.00</u>		<u>TRANSFER OF SERVICES</u>		<u>\$ 2,732,901.00</u>
			FRINGE BENEFITS		
	\$ 697,486.00		HEALTH INSURANCE	\$	709,666.00
	39,494.00		NON CONTRIBUTORY PENSIONS		29,663.00
	710,740.00		CONTRIBUTORY PENSIONS		771,203.00
	<u>\$ 1,447,720.00</u>		<u>TOTAL FRINGE BENEFITS</u>		<u>\$ 1,510,532.00</u>
	\$ 2,126,419.53		TOTAL PERSONNEL SERVICE	\$	2,158,132.81
	\$13,867,368.53		TOTAL SEWER	\$	14,021,890.81

FOR EXAMPLE PURPOSES ONLY



CITY OF WORCESTER DEPT. OF PUBLIC W
SEWER USE BILLING
TREASURER'S OFFICE (508)799-1075
455 MAIN STREET
WORCESTER, MA 01608-1870

DEPARTMENT OF CONSERVATION & RECREATION
C/O JOHN M. SCANNELL, REGIONAL DIRECTOR
DIVISION OF WATER SUPPLY PROTECTION
180 BEAMON STREET
WEST BOYLSTON, MA 01583

DATE: 01/28/10
DUE DATE: 02/27/10
CUST NO: SEWU001
INVOICE: SEWU000187

-----DESCRIPTION----- QTY----- -TOTAL PRICE- TAX

CITY OF WORCESTER SEWER USE CHARGE FOR
RUTLAND, HOLDEN, WEST BOYLSTON, AND
ANNA MARIA COLLEGE SEWAGE FLOW
TRANSMISSION TO U.B.W.P.A.D. CALENDAR
YEAR 2009 - FOURTH QUARTER

232,092
OF SEWAGE FLOW X \$1.969 PER C.C.F.

1.0000 435,503.33 N

(PER MAY 11, 2000 AGREEMENT)
CITY RATE = \$4.61 PER C.C.F.

PLEASE REMIT TO: CITY OF WORCESTER
20 EAST WORCESTER ST
WORCESTER, MA 01604

ATTN: DANIEL CURTIS
ASST. COMMISSIONER OF
ADMINISTRATION AND FINANCE

Invoice Total: 0.00

TOTAL DUE: 0.00

Detach and return this portion with your payment.

CUST NO: SEWU001

TOTAL DUE: 0.00

INVOICE: SEWU000187

Amount Enclosed:

DATE: 01/28/10

DUE DATE: 02/27/10

Make check payable to: CITY OF WORCESTER

Remit to: P.O. BOX 15602
WORCESTER, MA
01615-0602

DEPARTMENT OF CONSERVATION & RECREATION
C/O JOHN M. SCANNELL, REGIONAL DIRECTOR
DIVISION OF WATER SUPPLY PROTECTION
180 BEAMON STREET
WEST BOYLSTON, MA 01583