



INTERMUNICIPAL AGREEMENT  
BETWEEN  
THE TOWN OF GOFFSTOWN  
AND  
THE CITY OF MANCHESTER  
FOR  
WASTEWATER SERVICE

January 1, 2013

# **Intermunicipal Wastewater Agreement Between the City of Manchester and the Town of Goffstown**

## **INTERMUNICIPAL WASTEWATER AGREEMENT**

THIS AGREEMENT, made and entered on January 1, 2013, by and between the City of Manchester, a municipal corporation in the State of New Hampshire, party of the first part, sometimes hereinafter referred to as the "City", and the Town of Goffstown, also a municipal corporation in the State of New Hampshire, party of the second part, sometimes hereinafter referred to as the "TOWN", by its Sewer Commissioners, duly authorized, for the purpose of providing wastewater service to the Town through the Manchester System, for the mutual benefit of the City and the Town, thereby serving the public health and welfare of the people of the State of New Hampshire and enhancing the water quality of the Merrimack River and its tributaries.

WITNESSETH:

WHEREAS, the Environmental Protection Division (EPD) of the City of Manchester, through its Highway Department, operates and maintains wastewater facilities, hereinafter known as the Manchester System; and

WHEREAS, it is deemed in the best interest of the Parties that the Town obtain wastewater service through the Manchester System; and

WHEREAS, the City has agreed with the applicable Federal and State Agencies to negotiate with the Town to receive, treat and dispose of wastewaters from the Service Area of Town through the Manchester System; and

WHEREAS, the City through its Board of Mayor and Aldermen is authorized to negotiate and execute an agreement with the Town, as authorized by RSA 53-A, under which the City will provide wastewater service to the Town; and

Now, THEREFORE, in consideration of the mutual undertakings, promises, benefits and agreements herein contained, the City and the Town covenant and agree as follows:

### **ARTICLE I - DEFINITIONS**

As used in this Agreement, unless the context clearly indicates otherwise, the meaning of Terms and abbreviations shall be as defined in APPENDIX "A", attached hereto.

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## **ARTICLE II - OBLIGATIONS OF THE PARTIES**

### **2.01 CITY TO PROVIDE WASTEWATER SERVICE**

The City agrees to provide wastewater service to portions of the Town, as outlined in the service area map attached as APPENDIX "B", subject to the conditions hereinafter provided. The City shall accept into the Manchester System and shall treat and discharge to the Merrimack River all wastewater received from the Service Area of Town in accordance with municipal, state and federal regulations. The Manchester Highway Department shall have exclusive jurisdiction and control over the Manchester System and shall be responsible to Local, State and Federal authorities having jurisdiction over said facilities.

### **2.02 TOWN TO PAY FOR SERVICE**

In consideration of the wastewater service to be provided by the City under the provisions of this Agreement, the Town agrees to pay all charges as provided for in Article IV of this Agreement and to comply with all other conditions of this Agreement

### **2.03 TOWN USER CHARGE SYSTEM**

The Town shall develop and maintain a system of user charges acceptable to all Federal, State and Local authorities.

### **2.04 CITY FACILITIES**

The City shall provide all such wastewater facilities as are required to perform its obligations under the terms of this Agreement. The City shall be responsible for land acquisition and for the design, construction, maintenance, repair and operation of all wastewater facilities within the geographic area of the City of Manchester.

### **2.05 TOWN FACILITIES**

The Town shall provide such wastewater facilities as are required to collect and deliver the Town's wastewater, from within the area of the Town to be serviced under this Agreement, to the point of interception with the Manchester System as shown on APPENDIX "B", attached hereto and made a part hereof. The Town shall be responsible for land acquisition and for the design, construction, maintenance, repair and operation of all wastewater facilities within the geographic area of the Town, which is to be serviced by this Agreement. The Town shall be responsible to Local, State and Federal authorities having jurisdiction over the Town's sewerage system.

### **2.06 JURISDICTION**

Upon mutual agreement of the parties, the jurisdiction provided in sections 2.04 and 2.05 hereof may be modified on the basis of economic or engineering feasibility.

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## **2.07 LAW AND ORDINANCES AND PRETREATMENT PROGRAM REQUIREMENTS**

The Town, within its jurisdiction, shall comply with, and strictly enforce, all Federal, State and Local laws, ordinances, rules, regulations, by-laws, permits and agreements relating to water pollution control in the Town and to wastewater characteristics, collection, treatment and disposal, as they apply to the Town 's System and to Manchester's System. The Town shall be liable to the City for any damage caused to the Manchester System and/or penalties imposed on the City resulting from the violation of any such law, ordinance, rule, regulation, by-law, permit or breach of this Agreement by the Town or any of its users.

The City, within its jurisdiction, shall comply with, and strictly enforce, all Federal, State and Local laws, ordinances, rules, regulations, by-laws, permits, and agreements relating to water pollution control in the City, and to wastewater characteristics, collection, treatment and disposal, as they apply to Manchester's System. The City shall be liable to the Town for any damages caused to the Town System resulting from a violation of any such law, ordinance, rule, regulation, by-law, permit or breach of this Agreement by the City or any of its users located within the City's jurisdictional boundaries.

The City shall adopt, and from time to time revise; a Sewer Use Ordinance and Discharge permit System that meets applicable Federal and State requirements of the United States Environmental Protection Agency and the New Hampshire Department of Environmental Services. The Town shall adopt, and from time to time revise, a Sewer Use Ordinance and Discharge Permit System acceptable to the City, and that meets applicable Federal and State requirements of the United States Environmental Protection Agency and the New Hampshire Department of Environmental Services; provided that Town users shall not be subject to more stringent regulations than City users unless so determined by the Town. The Town shall issue industrial wastewater discharge permits in accordance with applicable Federal, State and local requirements, including any requirements set forth in the Town's approved pretreatment program.

## **2.08 INSPECTION**

It shall be the responsibility of the Town to establish and maintain a permit, inspection, and monitoring and sampling program, within the Town, to assure proper and adequate control of the discharge of wastewaters. If failure of the Town to properly and adequately control wastewaters causes damage or upsets to Manchester's System or result in the imposition of penalties upon the City, then the Town shall be jointly and severally liable to the City for damages, as provided in paragraph 2.07. In the event that such damages are caused to the Manchester System, then the City after 24 hours notice shall have the right to inspect, monitor and sample discharges within the Town and the Town shall cooperate with the City in such an evaluation program.

It shall be the responsibility of the City to establish and maintain a permit, inspection, and monitoring and sampling program, within the City, to assure proper and adequate control of the discharge of wastewaters originating in the City's limits. If failure of the City to properly and adequately control wastewaters originating in the City's limits causes damage to the Town's

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System then the City shall be jointly and severally liable to the Town for damages, as provided in paragraph 2.07. In the event that such damages are caused to the Town's System, then the Town, after 24 hours notice, shall have the right to inspect; monitor and sample discharges within the City and the City shall cooperate with the Town in such an evaluation program.

## **2.09 LIABILITY INSURANCE**

The Town shall procure and maintain during the term of this Agreement such public liability and property damage insurance, as shall protect the Town and the City from claims for damages for personal injury, including accidental death, and for property damage, which may arise from operations by the Town under this Agreement, or by its agents, servants, employees or licensees.

- A. For liability for bodily injury, including accidental death, for liability for property damage, and other such liability claims as covered in the specific liability limits of New Hampshire RSA 507-B:4 I shall be up to a maximum coverage of \$5,000,000.

Such insurance shall cover all work and operations performed by the Town, its agents, servants, employees, or licensees under this contract, as well as failure to perform required work e.g., clean the Town's collection system to avoid overflows or basement backups including, but not limited to, the following features:

- B. The City of Manchester shall be named as an additional insured covered party as limited to \$1,000,000 for each occurrence and \$2,000,000 general aggregate.
- C. Cover all operations including the use of any and all motor vehicles in the Town of Goffstown.
- D. Coverage for hazards, including but not limited to collapse of buildings, blasting, and damage to underground property, etc. as outlined in the terms and conditions of the Town's insurance policy.
- E. Include coverage for products and completed operations hazard as outlined in the terms and conditions of the Town's insurance policy as outlined in the
- F. "Personal" injury coverage endorsement as outlined in the terms and conditions of the Town's insurance policy.
- G. Coverage for property damage due to sanitary sewer overflows and/or backups into buildings and basements as outlined in the terms and conditions of the Town's insurance policy.
- H. The City shall carry like and reciprocal insurance coverage, of at least the minimum amounts stipulated above.

## **2.10 PERFORMANCE**

No failure, or delay, in performance of this Agreement by either party shall be deemed to be a breach thereof when such failure, or delay, is occasioned by, or due to, any Act of God, strikes,

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lockouts, wars, riots, epidemics, explosions, sabotage, breakage or accident to machinery or lines of pipe, the binding order of any court or governmental authority, or any other cause, whether of the kind herein enumerated or otherwise not within the control of the party claiming suspension; provided that no cause or contingency shall relieve the Town of its obligation to make payment for wastewater entering the Manchester System, and provided further, that the Manchester Highway Department shall assume full responsibility for maintaining service in the absence of the above happening and to maintain standards of treatment, as established by the New Hampshire Department of Environmental Services and the United States Environmental Protection Agency.

In the event of emergency, or unforeseen crisis, demanding, or seeming to demand, joint action by the Manchester Public Works Director and the Town of Goffstown Sewer Commissioners, of whatsoever nature, magnitude, cause, or probable effect, the Manchester Public Works Director and the duly authorized representative of the Town Sewer Commissioners are specifically empowered to take jointly whatever action may be called for, with the intent of working towards meeting the requirements of applicable Federal and State regulations. Such action, or actions, shall be fully and promptly reported, in writing, to all members of the Manchester Highway Commission, the Town Sewer Commissioners and applicable Federal and State Agencies. In the event of disagreement as to the action needed to correct, to prevent or to anticipate the emergency or crisis, or in the event no authorized member or representative of the Town Sewer Commissioners is available, the decision of the Manchester Public Works Director shall be determining.

## **2.11 TEMPORARY DISCONTINUANCE**

If proper operation of the system requires that the Manchester Highway Department discontinue temporarily all or part of the service to the Town, the City will work with the Town to assure bypass pumping, hauling or storage of Towns wastewater is provided to assure the least disruption to the Town. The City shall provide 24 hour notice of such action unless dire emergency exists.

## **ARTICLE III GENERAL PROVISIONS AND LIMITATIONS**

### **3.01 LIMITATION ON FLOW AND CHARACTERISTICS**

The measured wastewater flow, biochemical oxygen demand (BOD) and total suspended solid content (TSS) from within the Town's service area, through the monitoring device outlined in paragraph 4.06, into the Manchester System, (see paragraph 4.06) shall be subject to the following daily limitations

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WASTEWATER TREATMENT PLANT	Daily Average
Flow (millions gallons per day – MGD)	2.13
BOD (pounds per day)	3,670
T.S.S. (pounds per day)	2,865
THE WESTSIDE PUMPING STATION	
Flow (million gallons per day-MGD)	2.13

It is further agreed that for as long as the Town continues to perform its contractual obligation hereunder, the preceding reserve capacities of Flow, BOD, and TSS are for the exclusive use of the Town and cannot be sold or leased to any other regional community without the City's expressed written consent. The City can not sell or lease any of the Town's reserve capacity without the Town's expressed written consent.

## 3.02 LIMITATIONS ON POLLUTANTS

The City has enacted a Sewer Use Ordinance, which limits the discharge of certain pollutants into its system. That Ordinance may be revised from time to time as provided in Paragraph 2.07.

The Town shall be subject to the following maximum limitations in the discharge of pollutants into the Manchester System, which reflect the limitations of the City's Sewer Use Ordinance. If the limitations outlined in the Sewer Use Ordinance are revised, then the limitations of this Paragraph shall be revised accordingly.

- A. Any liquid or vapor having temperature higher than one hundred-four (104) Degrees Fahrenheit as measured at the Towns Metering Station(s).
- B. Any water or wastewater which may contain more than 350 mg/l of fats, oils, or grease of Animal & Vegetable origin, or 100 mg/l of Petroleum & Mineral based origin, or any substance, whether emulsified or not, which may solidify or become viscous at temperatures between thirty-two (32) degrees Fahrenheit and one-hundred-fifty (150) degrees Fahrenheit.
- C. Any gasoline, benzene, naphtha, fuel oil, or other flammable or explosive liquid, gas or solid, or any substance, which may generate or form any flammable, explosive or combustible substance, fluid, gas, vapor or mixture when combined with air, water, or other substances commonly found in sewers. This includes all pollutants which create fire or explosion hazard in the POTW, including but not limited to, wastestreams with a closed cup flash point of less than 140 degrees Fahrenheit or 60 degrees Centigrade using the test methods specified in 40 CFR 261.21.
- D. Any garbage that has not been properly shredded by an approved garbage disposal unit.

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E. Any ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plaster, plastics, woods, paunch manure, or any other solid or viscous substance which is capable of obstructing the flow in sewers or causing other interference with the proper operation of the treatment works.

F. Any waters or wastewaters having a pH lower than 5.0 or higher than 11.5 or having any other corrosive property, which may be capable of causing damage or hazard to structures, equipment, and/or personnel of the treatment works.

G. Any waters or wastewaters containing toxic, poisonous, or radioactive solids, liquids or gases in sufficient quantity, either independently or by interaction with other wastewaters, which may injure or interfere with any part or portion of the treatment works, constitute a hazard to humans or animals, or create any hazard in the receiving waters of the wastewater treatment plant. Such toxic or poisonous substances shall include, but shall not be limited to the following: cyanides, copper, zinc, nickel, iron, chromium, lead, tin, silver, mercury, or salts thereof, and these substances shall not be present in any quantities in excess of the following limits in mg/l (milligrams per liter) presented in Table 1. Also included with this list of substances are for reporting purposes are aluminum and total phosphorous.

H. The Town shall be prohibited from accepting trucked in waste into the collection system, except at discharge points approved in writing by the City.

I. Any water or wastewater containing suspended solids of such character and quantity that more than normal attention or expense is required to handle such materials at the wastewater treatment plant or any portion of the wastewater works.

J. Any noxious or malodorous gas or substance, which is capable of creating a public nuisance.

K. Any waters or wastewaters containing substances which are not amenable to treatment or reduction by the wastewater treatment processes employed, or are amenable to treatment only to such degree that the wastewater treatment plant effluent cannot meet the requirements of State and Federal agencies having jurisdiction over discharge to the receiving waters.

L. Any waters or wastewaters containing phenols or other taste or odor-producing substances in such concentrations which may, after treatment of the composite wastewater, fail to meet the requirements of the State and Federal agencies having jurisdiction over discharge to the receiving waters.

M. Any waters or wastewaters with color in such concentration, which may, after treatment of the composite wastewater, fail to meet the requirements of the State and

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Federal agencies having jurisdiction over discharge to the waters, or which may require more than normal attention or expense to handle in any portion of the treatment works.

N. Any waters or wastewaters with COD in such concentrations which may impose deleterious effects on the oxygen balance of, or impose more than normal attention and express in, any portion of the sewage works. The concentration limits shall control when a conflict arises between concentration limits and quantity limits.

O. Any waters or wastewaters that cause Interferences or Pass Through.

Below is Table 1 which has the local limits concentrations and comparable allowed loadings by the Town at the time of IMA approval. This Table 1 will change according to Goffstown's total percent allocation and Manchester's local limits upon any future local limits implemented by the EPA and/or NHDES.

TABLE 1

Local Limits Allowable Concentrations										
	Silver (Ag)		Copper (Cu)		Mercury (Hg)		Lead (Pb)		Zinc (Zn)	
Flow GPD	Ag mg/l	Ag Lbs	Cu mg/l	Cu lbs	Hg mg/l	Hg Lbs	Pb mg/l	Pb Lbs	Zn mg/l	Zn Lbs
0.25	0.04326	0.0902	1.049	2.1878	0.00177	0.0037	0.20806	0.4338	1.92930	4.0226
0.50	0.02163	0.0902	0.525	2.1878	0.00089	0.0037	0.10403	0.4338	0.96465	4.0226
0.75	0.01442	0.0902	0.350	2.1878	0.00059	0.0037	0.06935	0.4338	0.64310	4.0226
1.00	0.01082	0.0902	0.262	2.1878	0.00044	0.0037	0.05201	0.4338	0.48233	4.0226
1.25	0.00865	0.0902	0.210	2.1878	0.00035	0.0037	0.04161	0.4338	0.38586	4.0226
1.50	0.00721	0.0902	0.175	2.1878	0.00030	0.0037	0.03468	0.4338	0.32155	4.0226
1.75	0.00618	0.0902	0.150	2.1878	0.00025	0.0037	0.02972	0.4338	0.27561	4.0226
2.00	0.00541	0.0902	0.131	2.1878	0.00022	0.0037	0.02601	0.4338	0.24116	4.0226
2.25	0.00481	0.0902	0.117	2.1878	0.00020	0.0037	0.02312	0.4338	0.21437	4.0226

**Screening Levels:** Below is the Table 2 listing of acceptable maximum concentrations for certain chemicals. If one of these levels is exceeded by the Town, then the situation causing the excess contaminant will be reviewed by EPD's monitoring staff. An engineering study may be required with implementation of any/all of the recommendations findings as deemed appropriate by EPD.

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TABLE 2

<b>City's Local Screening Limits</b>	
<b>Screening Parameter</b>	<b>mg/l</b>
Benzene	0.13
BOD	350
Carbon Disulfide	0.06
Chlorine	1500
Chloroform	0.41
Trans 1,2 Dichloroethylene	0.28
Sulfide	1.0
Sulfate	150
Sulfate - type II concrete structures	1500
Sulfite	280
Suspended Solids	350
Tetrachloroethylene	0.53
1,1,1 trichloroethane	1.55
Trichloroethene	0.71
Oil & Grease – Petroleum & Mineral	100
Oil & Grease – Animal & Vegetable	350

### 3.03 SEWER CONSTRUCTION

The limitations contained in sections 3.01 and 3.02 hereof are established to insure that the size and capacity of the Manchester System be and remain sufficient to serve the contemplated needs of the Town and other discharges to the Manchester System. After signing this Agreement and during its term, the Town shall notify the Manchester Public Works Director or assigned designee of all proposed sewer construction and connections to the Town's System so that the Manchester Public Works will be able to coordinate the operation and maintenance of the Manchester System with the development of the Town System. The Town shall submit all proposed sewer construction and connections to the New Hampshire Department of Environmental Services in accordance with Env-Wq 703.07(a): for their review and approval as appropriate. Copies of all such applicable submittals and subsequent approvals by the New Hampshire Department of Environmental Services shall be sent to the Manchester Public Works Director and Chief Engineer of EPD.

### 3.04 INSPECTION OF FACILITIES AND RECORDS

The City shall have the right to inspect all sewers, drains and wastewater facilities in the Town. The City may inspect all financial and engineering records of the Town wastewater facilities and drainage systems, upon 5 days notice, during ordinary business hours. The Town shall have the

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right to inspect all sewers, drains and wastewater facilities in the City. The Town may inspect all financial and engineering records of the City wastewater facilities and drainage systems, upon 5 days notice, during ordinary business hours.

## **3.05 DEFECTIVE FACILITIES**

The maintenance of proper facilities is required to assure that the limitations outlined in Paragraphs 3.01 and 3.02 are not exceeded. If any of the Town's System, which is a tributary to the Manchester System, is found to be in defective condition, and such condition adversely affects the operation of the Manchester System, or causes the Town to exceed the limitations set forth in Paragraphs 3.01 and 3.02, then the Town shall correct such defective condition without delay. The expression "defective condition" as used herein, shall mean any condition that is in violation of any State or Federal standard, which causes the maximum limitations in the discharge of pollutants into the Manchester System, as, provided in paragraphs 3.01 and 3.02, to be exceeded.

## **3.06 INDUSTRIAL PRETREATMENT PROGRAM / PERMITS**

The Town shall develop and administer an Industrial Pretreatment Program meeting the requirements of the Federal Water Pollution Act, also known as the Clean Water Act, as Amended, 33 U.S.C. 1251, et esq., and the regulations of the Environmental Protection Agency promulgated pursuant thereto, and in particular 40 CFR Part 403, including compliance and enforcement activities. Town and Town officials shall be deemed responsible to the City for the purposes of this section and the Federal Act and regulations referenced herein.

As part of the duties under this section the Town shall adopt and enforce a Sewer Use Ordinance which at a minimum is as restrictive as the Sewer Use Ordinance adopted by the City and which requires immediate notification to the Chief Engineer and Superintendent of the City's Wastewater Treatment Plant in the event of a discharge of any slug or spill. The City shall provide the Town with a copy of any amendment to the City's Sewer Use Ordinance. The City shall forward to the Town copies of any State or Federal City's Sewer Ordinances immediately upon request, and in any event no more than ten (10) days after their receipt by the City. The City shall also notify the Town within ten (10) days of the enactment by the City of amendments to the city's Sewer use ordinance. If necessary, the Town shall within a reasonable time, but not to exceed one-hundred, twenty (120) days, amend its Sewer Use Ordinance to be as restrictive as the City's Sewer Use Ordinance as amended. The Town shall adopt and administer a discharge permit system for its commercial and industrial users that is equivalent to that adopted and administered by the City. No significant industrial user or industrial user shall be allowed to discharge into the Town System that is tributary to the Manchester System without first obtaining the required permit. No such permit shall be issued by the Town until it determines from the application and from independent investigation that the applicant and the wastewater discharge of the applicant shall comply with the requirements of all Federal, State and Local laws, ordinances, rules, regulations, by-laws, permits, agreements and orders relating to water pollution control, to wastewater characteristics, collection, treatment and disposal; or that the

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wastewater will not be inimical to either the Town System or the Manchester System. In no event shall the administrative and/or technical representative issue any permit which allows any user of the Town System to discharge any wastewater not allowed to be discharged into the Manchester System. Copies of all permits so issued are to be maintained as a part of the records of the Town's System and shall be retained for at least five (5) years, or indefinitely in cases involving litigation. The Town shall forward to the City copies of all permits and reports issued and received pursuant to the Industrial Pretreatment Program and the Sewer Use Ordinance. Copies of other reports issued or received, and enforcement actions will be provided by the Town in a timely manner upon request by the City. Upon reasonable notice City officials shall have the right to inspect all records of the Town relating to the Industrial Pretreatment Program or the Sewer Use Ordinance, including compliance and enforcement activities taken pursuant thereto. The Town shall provide the City all records requested by the City pertaining to the Town's implementation and enforcement of pretreatment requirements.

The City and City Officials are hereby deemed the agents and representatives of the Town for the purpose of undertaking compliance and enforcement actions, including civil, criminal, and equitable court proceedings, pursuant to the Industrial Pretreatment Program and the Sewer Use Ordinance. The City, and its authorized representatives, may undertake such action only after the Town has failed to take such action after reasonable notice by the City. Ten business (10) days notice shall be considered reasonable in all cases and in case of emergency such lesser period of time as warranted by the circumstances shall be reasonable. When City intervention is undertaken, the City and City personnel will act in lieu of the representatives of the Town for the purpose of inspecting and sampling.

### **3.07 SEPTIC WASTES**

No Septage of any kind, whether it is treated or not treated, shall be discharged into the Town System that is tributary to the Manchester System, and no such Septage shall be discharged into the Manchester System that is tributary to the Town System. For as long as the City accepts Septage without limitation from surrounding municipalities, the City will accept Septage without limitation from the Town should the City determine that it must allocate the quantity of Septage that it can accept from any other community, then the quantity of Septage allocated to such community or service area shall be proportional to the Flow, BOD and TSS that has been contracted for at the treatment plant for the wastewater service from that community or service area, provided that in no event shall such allocation to the Town be less than 225,000 Gallons per month. Should the City subsequently elect to construct additional Septage facilities, then the Town may elect to negotiate with the City for sharing the cost of such facilities, or the Town may elect to provide its own Septage handling facilities independent of the City. All Septage haulers who use the Manchester Treatment Facilities shall be equally subject to the City's ordinances and regulations regarding licensing, permits, use and fees associated with Septage handling.

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## **3.08 TERM OF AGREEMENT; RENEWAL**

The term of this Agreement shall be twenty (20) years from the date hereof with five (5) year amendments based upon renewal of NPDES and other regulatory permits. The Agreement shall be automatically renewed for successive periods of two (2) years, after the expiration of the initial twenty (20) year agreement, unless either party shall elect to renegotiate or terminate the same by written notice to the other at least five (5) years prior to the date of expiration of the original term or any renewal thereof.

## **3.09 TERMINATION FOR BREACH OF AGREEMENT BY EITHER CITY/TOWN**

In the event that either Party fails to comply with the terms or conditions of this Agreement, the Town/City shall give notice of said failure of compliance and the Town/City shall immediately and diligently proceed to cure the default. If the Town/City fails to respond with corrective methods or procedures to cure the default for 30 days after said notice, the Town/City may proceed against the Town/City at law or in equity to enforce all provisions of the Agreement, including action to terminate the Agreement. Termination of the Agreement is not contingent upon the completion of any less formal procedure. Termination of the Agreement is considered appropriate as an escalated response to continued nonconformance with the Agreement by the Town/City when other enforcement responses fail to bring the Town/City into compliance or as a response to an unresolved emergency situation.

In the event the City elects to terminate the Agreement, the City may by any lawful means at its command take action to terminate continued introduction of wastewater into the Manchester System from the Town. Until the Town's wastewater discharge to the City has been completely terminated, the Town shall be required to pay all wastewater charges provided in Article IV of this Agreement.

## **ARTICLE IV - COSTS AND CHARGES**

### **4.01 BASIC PREMISES**

Basic premises regarding the intent of this Agreement are:

- A. Each municipality shall pay the total cost of those facilities within another municipality that are solely for the first municipality's use.
- B. Each municipality that benefits from a facility shall share the cost of that facility, which is required for more than one municipality.
- C. The Manchester treatment plant design flow capacities are incorporated herein, as outlined in the September 2010 AECOM Facilities Plan are:

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TABLE 3

<b>Design Flow and Loading Capacities</b>			
<b>Constituent</b>	<b>Average Day</b>	<b>Maximum Month</b>	<b>Maximum Day</b>
Flow, (MGD)	32.1	42.7	48.2
BOD (lbs/day)	49,085	66,756 *	138,420
TSS (lbs/day)	58,654	97,952 **	172,609
TN (lbs/day)	10,709	14,242	28,110
TKN (lbs/day)	10,709	14,242	28,110
Ammonia-N (lbs/day)	6,693	8,901	18,071
Ortho-P (lbs/day)	1,339	1,780	4,016
TP (lbs/day)	1,874	2,492	4,819

\* 85,133 lbs/BOD as outlined in Appendix "C" 1.1 Capital Cost, A., Treatment Plant

\*\* 94,600 lbs/TSS as outlined in Appendix "C" 1.1 Capital Cost, A., Treatment Plant

As the Town billing is based on monthly sampling, compliance will be based on the average daily discharge of all samples taken for the month. Exceedance of the Maximum daily discharge is not considered an exceedance if the total maximum monthly allocation has not been exceeded. Capacities have been provided for the Town's estimate of its design requirements, as specified in Section 3.01.

- D. This facilities plan is the final capacity upgrade for the wastewater treatment facility. Each Town shall pay its proportional share of the Capital Cost of this final expansion and any future modifications or major retrofits. The Capital Cost shall be allocated among all users as provided in Paragraph 4.03, irrespective of the contribution by each Town at the time of modification or expansion
- E. The pumping stations and interceptors have been, or will be, constructed for their ultimate design capacities.
- F. If the Town in the future may desire to discharge wastewater to the Manchester System in excess of the present reserved capacity outlined in Paragraph 3.01 and up to a capacity of 2.13 MGD Flow, 3,670 lbs. /day BOD and 2,865 lbs. /day TSS the City and the Town agree to negotiate in good faith the terms and conditions by which said additional wastewater might be so discharged, subject to available capacity. It is agreed that such future negotiations for additional capacity shall be for any excess capacity of other Town's or Manchester as agreed upon by all parties. If the Town in the future may desire to discharge wastewater to the Manchester System from outside the limits of the Service Area included in this agreement, as shown in APPENDIX "B", the City and the Town agree to negotiate in good faith the terms and conditions by which the present Service area may be expanded, subject to available capacity and engineering feasibility

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## 4.02 AUTHORIZATIONS, APPROPRIATIONS AND ENACTMENTS

Subsequent to the execution of this Agreement, the Town shall authorize the appropriate sum of money, which represents the Town's Share of all capital and pre-financing costs incurred by the Town under the terms and conditions of this Agreement. Additionally, the Town shall enact all ordinances, rules, regulations, by-laws and agreements as are necessary to assure compliance with the provisions of this agreement and to assure that an agency of the Town has been authorized and empowered to collect sufficient funds to pay the city for all costs to be incurred by the town under the terms and conditions of this Agreement.

By execution of this Agreement, it is the intent of the parties hereto to cause the Town to undertake the legal procedures to authorize the necessary appropriations at the earliest possible date but in no event later than Date, 2012. Should the Town subsequently fail to authorize the appropriation of funds sufficient to assure payment of all capital and pre-financing costs incurred by virtue of this Agreement or fail to enact such ordinances, rules, regulations, by-laws or agreements as are necessary to assure payment of all costs and compliance with the provisions of this agreement, then this Agreement shall be null and void in its entirety and all obligations under this Agreement of each party to the other shall be terminated.

## 4.03 CAPITAL COSTS

Capital Costs are all costs incurred due to the initial construction, modification or expansion of a facility. The term "Capital Cost" includes all costs for the design, planning, engineering, land acquisition, legal, financing, capitalized interest, administration and construction of a facility. Capital Cost is subdivided into two basic elements which are the "Local Share" and the "Grant." Estimated Capital costs are shown in Table 4, APPENDIX "C".

Capital Costs shall be allocated to the Town in proportion to the design capacity the town has reserved in the treatment plant, interceptors, and pumping stations, herein referred to as the "Local Share".

It is intended by this Agreement that the term "Town's Share" shall include both the "Grant" and the "Local Share" of the facility and that the Town shall pay its "Town's Share" in accordance with the following paragraphs.

Funding mechanisms for the City may consist of bonds, the State Revolving Loan Fund (SRF), grants and cash outlays. The following establishes the "Town's Share" of Capital Costs under each funding method. For sections 4.03.A through 4.03.E a 1% charge for administrative purposes will be included in the payments. Late payments will be subject to an interest charge in accordance with City Ordinance 35.023.

### A. Cash Outlay

For projects costing under \$500,000, the Town will be billed for their proportionate share of Capital Costs based on payment vouchers submitted to the City, by the engineer and

## **Intermunicipal Wastewater Agreement Between the City of Manchester and the Town of Goffstown**

contractor, for work completed on a project. Invoices will be sent to the Town as costs accumulate, or no more than on a monthly basis.

For projects costing \$500,000 or more, payments by the Town to the City shall be amortized over a period of not less than ten (10) years. Interest shall be based on the current applicable State Revolving Loan Fund interest rate for a loan of equivalent length to the amortization period plus a one percent (1%) administrative charge. The interest rate will be determined based on the published rate at the time the project is substantially complete. Invoices will be sent to the Town on an annual basis. Payment by the Town is due to the City within thirty (30) calendar days of the billing date of each invoice.

### **B. Bonded Projects**

The "Town's Share" of payments, both principal and interest, shall be made to the City thirty (30) calendar days prior to the date that the City's payment to the bondholders is due. Interest payments to Manchester shall be calculated based on the bond issued interest rate plus 1% for administration purposes.

### **C. State Revolving Loan Fund**

The SRF program provides low interest loans to assist communities with the design and construction of eligible wastewater projects. The City will take advantage of the SRF program and submit applications for eligible projects. The City will be responsible for requesting periodic disbursement requests throughout the life of the design and construction process. Upon substantial completion of the project, the aggregate of the Disbursements will be consolidated into a Promissory Note ("Note") with the State of New Hampshire. The Note will include principal and interest using an interest rate to be determined in accordance with RSA 486:14.

The "Town's Share" will be their proportionate share of principal and interest payments plus a 1% administrative charge due annually in accordance with the State's amortization schedule. Included with the "Town's Share" will be project costs incurred that were not eligible for the SRF program including interest plus a 1% administrative charge. The Town shall make payment to the City thirty (30) calendar days prior to the date the "Note" payment is due to the State of New Hampshire.

### **D. Conversion of Current On-going Projects**

Projects on-going at the time this agreement is fully executed will be converted to the new methodology noted in items 4.03 A – C. Costs already billed will remain stat. The remaining balance of estimated projects costs will be billed to the Town based upon the \$500,000 threshold established above.

### **E. State and Federal Grants**

The City will submit applications to the State of New Hampshire and/or the Federal government for available grant funding for WWTP capital projects. When the City receives State and/or Federal grant funds, the City shall send the town its corresponding

# **Intermunicipal Wastewater Agreement Between the City of Manchester and the Town of Goffstown**

share within thirty (30) days of receiving payment from the grantor.

## **F. Project Completions**

On completion of the design phase and/or the construction phase, the City shall use the financial accounts for the particular facility to be audited by an independent accountant and/or the United States Environmental Protection Agency. On completion of the audit, the Town's Share of the Capital Cost shall be calculated and the Town shall pay the City the difference between the final capital costs and the billed capital costs, if there be a deficit in the Town's total payments, or the City shall pay the Town the difference if there be an overage in payments by the Town.

Capital Cost allocation procedures, estimates and examples are shown in APPENDIX "C".

## **4.04 OPERATION AND MAINTENANCE COSTS**

Operation and Maintenance Costs are all costs incurred to provide continuous treatment service which include, but are not limited to, such items as labor, utilities, chemicals, supplies, replacement of equipment, parts and other costs.

There will be one annual lump sum fee of \$1,000 for all Town sewers that convey wastewater into the City system for maintenance of all pipes, and structures with a CPI escalator (Boston Index) each year said after this agreement.

Operation and Maintenance Costs are further divided into Administrative Costs (costs which are fixed and not influenced by the quantity and/or composition of wastewater collected and/or treated), and Variable Costs (costs which vary with, or are influenced by, the quantity and/or composition of wastewater collected and/or treated).

The current estimates of Operation and Maintenance Costs of the Treatment Plant, and their allocation into Administrative and Variable Costs, and the current estimates of Operation and Maintenance Costs of the pumping stations and interceptors are shown in APPENDIX "C".

The City shall maintain separate records of its Operation and Maintenance Costs at the close of each calendar year. The City shall cause the financial accounts of its Operation and Maintenance Costs to be audited by an independent accountant. On completion of the audit, the City shall send the Town a summary of all Operation and Maintenance Costs actually incurred during the calendar year and a summary of Operation and Maintenance Costs paid during that year. The Town's Operation and Maintenance account shall be administered as provided in paragraph 4.09. The allocation of Operation and Maintenance Costs shall be based on continuous measurement of Flow and periodic sampling and analyses for Biochemical Oxygen Demand and Total Suspended Solids.

# **Intermunicipal Wastewater Agreement Between the City of Manchester and the Town of Goffstown**

Operation and Maintenance Cost allocation procedures, estimates and examples are shown in APPENDIX "C".

## **4.05 MANCHESTER COLLECTION SYSTEM**

All Towns that use portions of Manchester's existing collection system for transportation of their wastewaters shall pay Capital Costs.

Capital Costs for use of Manchester's collection system shall be allocated in the same manner as similar costs are for the interceptors.

## **4.06 MONITORING DEVICES**

The City shall furnish and install and maintain, at the points of interception shown in APPENDIX "B", monitoring devices as required to measure, sample and record wastewater flow and composition. The cost of the device, which measures the discharge from the Town into the City (St. Anselm's College Metering Station- SAMS), shall be borne by the Town. The cost of the device, which measure the discharge from the Town into the City (Goffstown Metering Station- GMS), shall be borne by the Town. The City shall be responsible for the operation, maintenance, repair, replacement and adjustment of monitoring devices. The expenses related to the devices, which ensures discharge from the Towns SAMS and GMS into the City, shall be billed to the Town as a separate expense. Monitoring devices shall be so installed that they can be read without access to the operating parts. Access to the operating parts of monitoring devices shall require the presence of authorized representatives of the City and of the Town. The Town of Goffstown shall provide a flow metering and sampling station to measure and record flows to the City from the area of Goffstown shown in APPENDIX "B". If there is any requirement for any new metering station, said station will be constructed according to City of Manchester requirements and will be turned over to the City for O&M. All costs associated with O&M of the station will be billed directly to the Town as part of their Monthly periodic billing

Any new station must be calibrated and operational prior to the City accepting any flow from Goffstown through the Westside Pumping Station or any other locations.

## **4.07 MONITORING PROCEDURES**

Wastewater flow from the Town into the Manchester System shall be continuously metered and recorded by the City. Biochemical Oxygen Demand and Total Suspended Solid content shall be determined by periodic composite sampling by the City to an extent that will permit a reasonable monthly determination of the value of the Biochemical Oxygen Demand and Total Suspended Solids. Upon written request of the Town, there shall be a continuous composite sampling of Biochemical Oxygen Demand and Total Suspended Solid content. All composite sampling will be conducted by flow-proportional or time-proportional should the flow-proportional metering be temporarily unavailable. In such event, the Town shall pay the City all additional costs resulting from such continuous composite sampling. If, during any period, the monitoring and/or

# **Intermunicipal Wastewater Agreement Between the City of Manchester and the Town of Goffstown**

sampling devices become inoperative, the Town agrees to accept a projection of the previous three (3) month history for billing purposes. A like procedure shall be followed in monitoring the wastewater flow from the City into the Town. Since the flow from the Town to the City also will include the flow from the City to the Town, the values measured for the City's flow into the Town shall be deducted from the total values measured for the flow from the Town into the City, to determine the Town's net wastewater flow and composition. Such net values shall be used for billing purposes.

## **4.08 BILLINGS**

For billing purposes, the City shall use the annual budget estimate of Operation and Maintenance for each fiscal year. Estimates change annually as budgets are developed for subsequent fiscal years.

To assure that the bases for billing are the same for all users of Manchester's System, the City shall prepare the Town's monthly billing from the City's estimate of Operation and Maintenance Costs and the flow measuring and sample analyses of the Town's actual discharge during that month.

In accordance with paragraph 4.04, the Operation and Maintenance Cost Account shall be audited each year to determine the difference between the costs actually incurred and the estimated costs used for the billing period. On completion of the audit, the Town shall pay the City the difference between the actual Cost and the estimated Cost, if there be a deficit in the Town's account, or the City shall pay or credit the Town the difference between the actual Cost and the estimated Cost, if there be a surplus in the Town's account. The Town or the City on any surplus or deficit in this account will pay no interest if paid within thirty days after the audit results are transmitted to the Town.

Within thirty (30) days of the close of each calendar month, the City shall send an itemized bill to the Town for all charges incurred under the provisions of this contract during such month. The Flow, Biochemical Oxygen Demand, Suspended Solids, and the rates shall be specified. Said bill shall be mailed in duplicate by to the City Finance Director. The Town shall pay City of Manchester, EPD at 300 Winston Street, Manchester, New Hampshire said bill within thirty (30) days to the order of the City of Manchester, mailed to the Manchester Environmental Protection Division.

If not paid within thirty (30) days of the billing date, the Town shall pay a twelve (12) percent per annum interest charge on monthly billings.

## **4.09 RECORDS INSPECTION**

As provided in paragraph 3.04, the Town may inspect, review and copy any and all records maintained by the City, which relate to costs, rates or charges under this Agreement. Independent

# **Intermunicipal Wastewater Agreement Between the City of Manchester and the Town of Goffstown**

Certified Public Accountants may act on behalf of the Town and at the Town's expense.

Also, as provided in paragraph 3.04, the City may inspect, review and copy any and all records maintained by the Town, which relate to costs, rates or charges under this Agreement. Independent Certified Public Accountants may act on behalf of the City and at the City's expense.

## **ARTICLE V – ADMINISTRATION**

### **5.01 JOINT MEETINGS**

On a mutually selected day during October of each year, regular joint meetings of the Town, the City and other towns receiving wastewater disposal service from the City shall be held at the offices of the Manchester Environmental Protection Division at 300 Winston Street in Manchester. April reviews will be mailed to the Towns. If questions arise a meeting can be called. Fall reviews will be discussed at the Annual Meeting.

Special joint meetings may be called by the Manchester Public Works Director on his own motion and shall be called by the Manchester Public Works Director on request of the Town. The Manchester Public Works Director shall represent the City and shall preside over said meetings. The Towns Sewer Commissioners or authorized representative shall represent the Town at said meetings. The Manchester Public Works Director shall give thirty (30) days written notice of all regular and special meetings. He shall cause to be made, kept and distributed to the Town a record of the minutes of each meeting.

The City shall review with the Town semi-annually all items relating to operation and maintenance of the system and shall coordinate and cooperate in implementing reasonable methods and means suggested by the Town by which the cost of operating and maintenance of the System may be reduced or its efficiency increased, consistent with the operation and maintenance standards required by the City, State and Federal authorities.

# Intermunicipal Wastewater Agreement Between the City of Manchester and the Town of Goffstown

## ARTICLE VI - UNIFORM PROVISIONS

The parties hereto believe they have negotiated fairly an Agreement, which allocates the benefits and costs of their respective water pollution abatement programs on an equitable basis. The City agrees that it will not grant more favorable terms and/or conditions to any other municipality than are contained in this Agreement.

IN WITNESS WHEREOF, the parties to this Agreement have caused this instrument to be signed in centuplicate the day and year first above written.

CITY OF MANCHESTER, NH

TOWN OF GOFFSTOWN, NH

By *Andrew Gossas* Date: 1/23/13  
Mayor

By \_\_\_\_\_ Date: \_\_\_\_\_  
Chairman

By *[Signature]* Date 1-15-13  
Public Works Director

By *[Signature]* Date 12-21-12  
Commissioner

By *[Signature]* Date 12/10/12  
Chief Engineer - EPD

By *[Signature]* Date 1/4/13  
Commissioner

By \_\_\_\_\_ Date \_\_\_\_\_  
Commissioner

Approved as to Legal form and Execution

Approved as to Legal form and Execution

By *[Signature]* Date 1/23/13  
City Solicitor

By \_\_\_\_\_ Date \_\_\_\_\_  
Town Solicitor

# Intermunicipal Wastewater Agreement Between the City of Manchester and the Town of Goffstown

## APPENDIX A

### DEFINITIONS AND ABBREVIATIONS

**ASTM-** The American Society for Testing and Materials.

**BIOCHEMICAL OXYGEN DEMAND (BOD)-.** The quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedures in five days at 20° Centigrade expressed in parts per million by weight, as determined by Standard Methods reference Part 136.

**CATEGORICAL PRETREATMENT STANDARDS-** Any regulation containing pollutant discharge limits promulgated by EPA under the Clean Water Act, applicable to a specific category of industrial users, and which are found in the Code of Federal Regulations, 40 CFR, Subchapter N, Parts 401 through 471.

**CHIEF ENGINEER-.** The duly authorized representative in responsible charge of the Environmental Protection Division of the Department of Highways, or his duly authorized representative.

**CITY -** Or any other word in common usage designating a legally constituted unit of local government, shall mean the City of Manchester, New Hampshire.

**CHEMICAL OXYGEN DEMAND (COD)-** A measure of the oxygen equivalent of the organic matter content of a sample that is susceptible to oxidation by a strong chemical oxidant, as determined by Standard Methods reference Part 136.

**COMBINED SEWER-.** A sewer intended to receive both sewage and storm or surface water.

**COMMISSION-** The Highway Commission of the City of Manchester, New Hampshire.

**CONTRACTOR-** Either an individual, partnership, or corporation and the proper agents and representatives thereof, approved by the Commission and the Public Works Director and to whom the Department, acting through the Public Works Director, shall have issued an authorization to install and repair sewers, during the period when such authorization is valid.

**COLLECTION SYSTEM-** A system of pipes that carry wastewater.

**CO-PERMITTEE-** Any person, establishment, firm, corporation, municipal subdivision, or institution granted a permit under this chapter by the Public Works Director of the Department of Highways of the City or by the United States Environmental Protection Agency

# Intermunicipal Wastewater Agreement Between the City of Manchester and the Town of Goffstown

**DEPARTMENT-** The Department of Highways of the City of Manchester, New Hampshire.

**DIRECTOR OF PUBLIC WORKS-** The Director of Public Works of the City of Manchester, NH or his authorized deputy, agent, or representative.

**DOMESTIC SEWAGE** - And other putrescible material shall mean liquid or solid waste matter discharged from the intestinal canal of man or other liquid or solid waste materials which are likely to undergo bacterial decomposition; provided, however, that these terms shall not include garbage as defined elsewhere in this section.

**ENVIRONMENTAL PROTECTION DIVISION (EPD)** - Shall mean an authorized agent of the Manchester Highway Department established to operate and maintain the City's Wastewater facility.

**GARBAGE-** The animal and vegetable wastes from the preparation, cooking, and dispensing of food and from handling, storage, and sale of produce.

**GREASE-** Volatile and nonvolatile residual fats, oils, fatty acids, soaps, waxes, mineral oils, and other similar materials.

**GREASE, OIL, AND/OR SAND INTERCEPTOR-** A device which receives oil, grease, sand, and other harmful or hazardous substances to the POTW. Receives drainage from fixtures and equipment having grease laden wastes from food preparation areas or from vehicle or equipment repair facilities or factories where oily or flammable liquid wastes are likely to be present. Prevents heavy solids such as sand or rags from entering the sewer.

**HUMAN EXCREMENT** - And other putrescible material shall mean liquid or solid waste matter discharged from the intestinal canal of man or other liquid or solid waste materials which are likely to undergo bacterial decomposition; provided, however, that these terms shall not include garbage as defined elsewhere in this section.

**INDUSTRIAL SEWAGE or INDUSTRIAL WASTEWATER-** The wastewater from industrial processes, trade, or business as distinct from sanitary sewage.

**INDUSTRIAL USER-** Any person contributing industrial wastewater or any nondomestic source of pollutants into the POTW.

**INSPECTOR-** The person, or persons, duly authorized by the Department of Public Works Director to inspect and approve the installation of building sewers and their connection to the public sewerage system.

**INTERCEPTOR-** Shall mean the main pipe or conduit, manholes and other structures and equipment appurtenant thereto, which connects a series of sewers to the Wastewater Treatment facility.

# Intermunicipal Wastewater Agreement Between the City of Manchester and the Town of Goffstown

**INTERFERENCE-** A discharge which, alone or in conjunction with the wastewaters from other sources, inhibits or disrupts the sewage treatment plant, its treatment processes or operations, or its sludge processes, use or disposal and therefore is a cause of a violation of:

- A. The sewage treatment plant's NPDES permit (including an increase in the magnitude or duration of a violation) or of the prevention of sewage sludge use or disposal in accordance with groundwater protection rules, WS 410, solid waste rules, Env-Wm-100-2800, hazardous waste rules, Env-Wm 1000 or;
- B. The Clean Water Act, The Toxic Substance Control Act, the Marine Protection Research and Sanctuaries Act, the Clean Air Act, the Solid Waste Disposal Act and the Resource Conservation and Recovery Act or;
- C. The 40 CFR Part 503 Standards for Sewage Sludge Use and Disposal, or of any regulation or permits issued under these standards.

**MANCHESTER SYSTEM-** Shall mean the City's sewers, interceptors, pumping stations, and wastewater treatment facility.

**MAY-** Is permissive.

**MEDICAL / INFECTIOUS WASTE-** Means medical/infectious waste as defined by RSA 125-N:2, VIII

**MGD-** Wastewater flow in million gallons per day.

**NEW HAMPSHIRE DEPARTMENT OF ENVIRONMENTAL SERVICES (NHDES)-** The state agency responsible for the protection and management of the state of New Hampshire's environmental resources. The department's responsibilities range from ensuring high levels of water quality for water supplies, ecological balance, and recreational benefits, to regulating the emissions of air pollutants, to fostering the proper management of municipal and industrial waste, to managing water resources for future generations.

## **NEW SOURCE-**

- (1) Any building, structure, facility, or installation from which there is (or may be) a discharge of pollutants, the construction of which commenced after the publication of proposed pretreatment standards under Section 307(c) of the Act which will be applicable to such source if such standards are thereafter promulgated in accordance with that section, provided that:
  - A. The building, structure, facility or installation is constructed at a site at which no other source is located; or,

## Intermunicipal Wastewater Agreement Between the City of Manchester and the Town of Goffstown

- B. The building, structure, facility, or installation totally replaces the process or production equipment that causes the discharge of pollutants at an existing source; or,
  - C. The production of wastewater generating processes of the building, structure, facility, or installation are substantially independent of an existing source at the same site. In determining whether these are substantially independent, factors such as the extent to which the new facility is integrated with the existing plant, and the extent to which the new facility is engaged in the same general type of activity as the existing source, should be considered.
- (2) Construction on a site at which an existing source is located results in a modification rather than a **NEW SOURCE** if the construction does not create a new building, structure, facility, or installation meeting the criteria of subsection (1)(b) or (c) of this definition but otherwise alters, replaces, or adds to existing process or production equipment.
  - (3) Construction of a new source as defined under this subsection as commenced if the owner or operator has:
    - A. Begun, or caused to begin, as part of a continuous on-site construction program, any placement, assembly, or installation of facilities or equipment, or significant site preparation work including clearing, excavation, or removal of existing building, structures, or facilities which is necessary for the placement, assembly, or installation of new source facilities or equipment; or,
    - B. Entered into a binding contractual obligation for the purchase of facilities or equipment which are intended to be used in its operation within a reasonable time. Options to purchase or contracts which can be terminated or modified without substantial loss, and contracts for feasibility, engineering, and design studies do not constitute a contractual obligation under this definition.

**NPDES PERMIT-** The National Pollutant Discharge Elimination System Permit as issued by the United States Environmental Protection Agency.

**OWNER-** Both the owner of fee in any real estate and all tenants, lessees or other in control, or possession and use, of the property in question, or having any interest therein, and his, her, its or their agents, or representatives, as the interest, duties, powers or liabilities of each may be.

**PASS-THROUGH-** The discharge of pollutants through the sewage treatment plant into waters of the U.S. in quantities or concentrations, which, alone or in conjunction with discharges from other sources, is a cause of a violation of any requirement of the sewage treatment plant's NPDES permit (including an increase in the magnitude or duration of a violation) or of applicable water quality criteria.

# Intermunicipal Wastewater Agreement Between the City of Manchester and the Town of Goffstown

**pH-** The logarithm of the reciprocal of hydrogen ion concentration in gram equivalents per liter of solution.

**PHARMACEUTICAL WASTE-** Means a prescription drug, as defined by RSA 318:1, XVIII, or a nonprescription or proprietary medicine, as defined by RSA 318:1 XVIII, that is no longer suitable for its intended purpose or is otherwise being discarded.

**PRETREATMENT STANDARDS-** Prohibited discharge standards, categorical pretreatment standards, and local limits.

**PUBLIC SEWER-** The main line of pipe or conduit, owned, controlled, and maintained by the city for the conveyance of waste or sewage from several properties, and shall not be understood to include building connections or private sewers, which are maintained by the owners of the properties using them.

**PUBLICLY OWNED TREATMENT WORKS (POTW) -** means a treatment works as defined by section 212 of the Act, which is owned by a State or municipality (as defined by section 502(4) of the Act). This definition includes any devices and systems used in the storage, treatment, recycling and reclamation of municipal sewage or industrial wastes of a liquid nature. It also includes sewers, pipes and other conveyances only if they convey wastewater to a POTW Treatment Plant. The term also means the municipality as defined in section 502(4) of the Act, which has jurisdiction over the Indirect Discharges to and the discharges from such a treatment works.

**RADIOLOGICAL WASTE-** Means radioactive waste as regulated by RSA 125-F.

**REPRESENTATIVE -** Any designated agent, group, or board given authority by the Town's elected body to act on behalf of the Town with the interests, duties powers of said Town.

**RESIDENTIAL-** Buildings intended for providing full-time living accommodations as opposed to commercial or industrial establishments.

**SANITARY SEWER-** A sewer intended to convey sanitary sewage or industrial sewage from residences, commercial or industrial establishments together with minor quantities of ground, storm, and surface waters that are not admitted intentionally.

**SEPTAGE-** Any liquid or solid (sludge or scum) pumped from chemical toilets, vaults, septic tanks, or cesspools into which have been received only sanitary wastewaters.

**SEPTAGE TRUCK-** Any watertight vehicle which is used for the collection and hauling of septage from septic tanks, vaults, and chemical toilets or cesspools, or industrial or commercial wastewaters from industrial pretreatment facilities, and complies with the regulations of the New Hampshire Department of Environmental Services.

## **Intermunicipal Wastewater Agreement Between the City of Manchester and the Town of Goffstown**

**SEPTIC TANK-** An approved type of watertight compartment made of concrete or other approved material into which the out flowing domestic wastewater from dwellings or other buildings may be discharged.

**SERVICE CHARGE-** A basic charge for the convenience and availability of sewage disposal service.

**SEWAGE or WASTEWATER-** A combination of the liquid and water-carried wastes discharged from residences, businesses, institutions, and industrial establishments.

**SEWER USE ORDINANCE-** A-by-law regulating the use of public sewers and drains, public sewage disposal; the installation and connection of building sewers and garbage disposal units; the discharge of waters and wastewaters into the wastewater facilities; and providing penalties for violations thereof.

**SEWAGE TREATMENT PLANT or WASTEWATER TREATMENT FACILITY-** Any arrangement of devices and structures used for treating sewage or for the control of water pollution.

**SEWAGE WORKS or SEWERAGE SYSTEM-** All public facilities for collecting, pumping, treating, and disposing of sewage and for the control of water pollution.

**SEWER-** The main pipe or conduit, manholes, and other structures and equipment appurtenance thereto, provided to carry sewage, industrial wastes, or storm water, cooling water, similar wastes, and subject in each particular case to the purpose and limitations imposed upon the particular pipe or conduit.

**SEWER RENTAL CHARGE-** A charge for defraying the capital and operation/maintenance costs of the sewerage system. Said charge consists of a service charge and usage charge.

**SHALL-** Is mandatory.

### **SIGNIFICANT INDUSTRIAL USER (SIU) –**

(1) All industrial users subject to Categorical Pretreatment Standards under 40 CFR 403.6;

(2) Any other industrial user that discharges an average of 10,000 gallons per day or more of process wastewater to the POTW (excluding sanitary, noncontact cooling and boiler blowdown wastewater); contributes a process wastestream which makes up 5% or more of the average dry weather hydraulic or organic capacity of the POTW; discharges medical / infectious waste, pharmaceutical waste, or radiological waste; or is designated as such by the Control Authority as defined in 40 CFR 403.12(a) on the basis that the industrial user has a reasonable potential for adversely affecting the POTW's operation or for violating any pretreatment standard or requirement in accordance with 40 CFR 403.8(f)(6).

## Intermunicipal Wastewater Agreement Between the City of Manchester and the Town of Goffstown

**SLUG-** Any discharge of water, wastewater, sewage, or industrial sewage which, in concentration of any given constituent or in quantity of flow, exceeds for any period of duration longer than 15 minutes more than five times the average 24 hour concentration or flow during normal operation, or which shall adversely affect the collection system and/or performance of the POTW.

**STANDARD METHODS-** The latest approved edition of “Standard Methods for the Examination of Water and Wastewater” as published by the American Public Health Association.

**STORM DRAIN or DRAIN-** A series of pipes provided and intended for the conveyance of storm water, groundwater, subsurface water, or other waters as may be approved for any particular drain, but excluding sewage or contaminated industrial wastewaters.

**STORM WATER-** The runoff or discharge of rain and melted snow or other water from roofs, surfaces of public or private lands or elsewhere.

**SUBSOIL DRAINAGE-** Water from soil percolating into subsoil drains and through foundation walls, basement floors, or underground pipes or from similar sources.

**TOTAL SUSPENDED SOLIDS (TSS)-** The total solids that either float on the surface of, or are suspended in water, sewage or other liquids; and which are removable by laboratory filtering, as determined by Standard Methods reference Part 136.

**TOWN** – Town of Goffstown, New Hampshire or the Town Council of the Town.

**TOWN MANAGER** – The Town Manager of the Goffstown, New Hampshire or a duly authorized deputy, agent, or representative.

**USAGE CHARGE-** A charge based on the volume and strength of wastewater discharge.

**USAGE CHARGE FORMULA-** The following formula to be used in computing the usage charge portion of the sewer rental charge as provided in this chapter:

$$C = V_c (V_u/1000) + B_c (B_u/100) + S_c (S_u/100), \text{ where:}$$

C = the usage charge for the billing period.

V<sub>c</sub> = the unit cost for the treatment per 1000 gallons of water: water volume at the rate specified in the City of Manchester’s Sewer Use Ordinance § 52.160.

V<sub>u</sub> = the volume in gallons of wastewater discharged during the billing period.

B<sub>c</sub> = the unit cost for the treatment per 100 pounds of BOD at the rate specified in the City of Manchester’s Sewer Use Ordinance § 52.160.

## **Intermunicipal Wastewater Agreement Between the City of Manchester and the Town of Goffstown**

Bu = the BOD content in pounds of wastewater discharged during the billing period.

Sc = the unit cost for the treatment per hundred (100) pounds of suspended solids at the rate specified in the City of Manchester's Sewer Use Ordinance § 52.160.

Su = the suspended solids content in pounds of wastewater discharged during the billing period.

**WASTEWATER-** The spent water of a community. Spent water may be combination of the liquid wastes from residence, commercial, industrial plants, and institutions, together with any groundwater, surface water and storm water that may be present.

**WASTEWATER DISCHARGE PERMIT** - A legal document issued by the City/Town to an industrial user that discharges wastewater to the City/Town sanitary sewer system which allows the discharge of certain specific qualities and quantities of wastewater.

**WASTEWATER SERVICE-** The act of collecting and treating wastewater prior to its discharge to the Merrimack River.

The following abbreviations are used in formulas shown in APPENDIX "C"

Q = Shall mean average daily flow

BOD = Shall mean Biochemical Oxygen Demand of the sample

TSS = Shall mean Total Suspended Solid of the sample

I/I = Shall mean Infiltration/Inflow to the sewer lines or facility

CC = Shall mean capital cost of the facility including planning, engineering, land acquisition, administrating, legal, financing and construction costs.

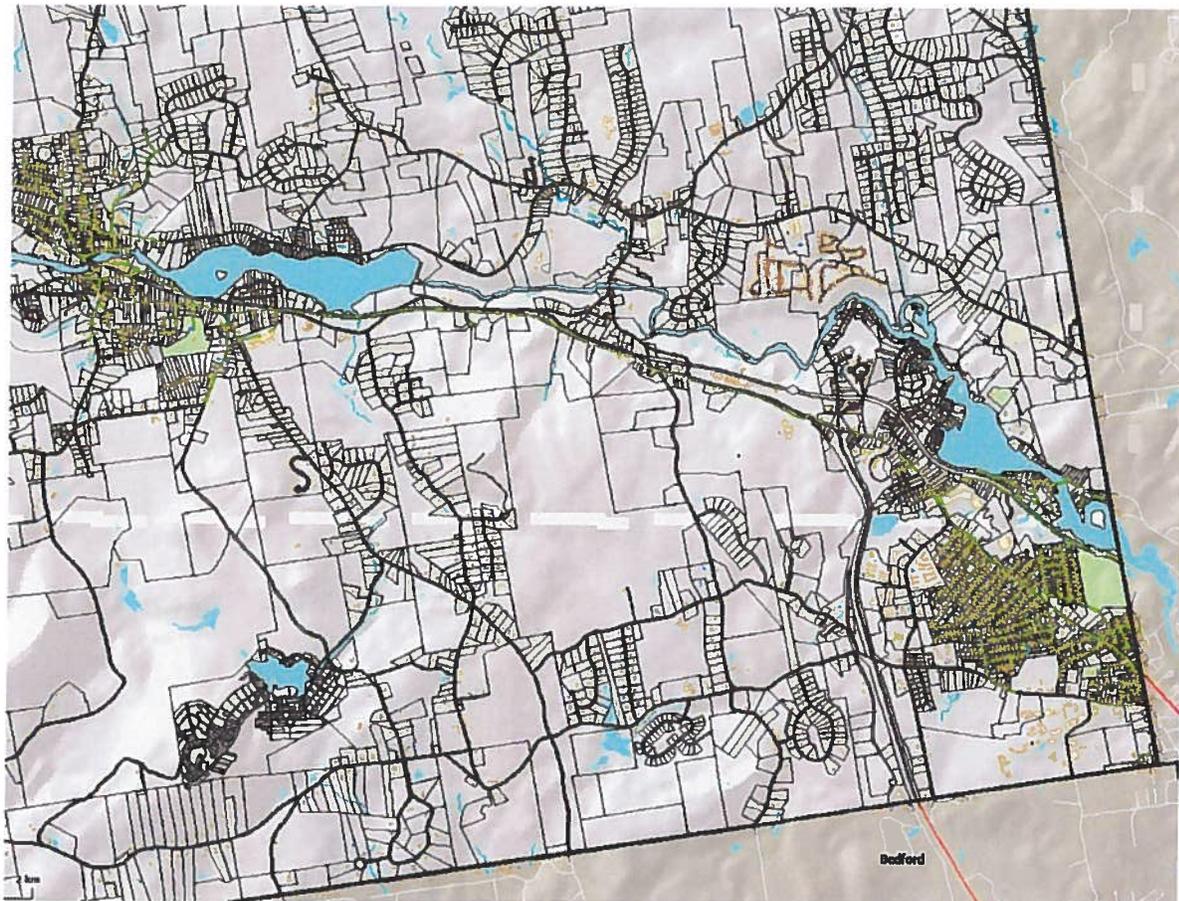
O&M = Shall mean Operating and Maintenance costs.

**Intermunicipal Wastewater Agreement Between the  
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**APPENDIX B**

**TOWN LOCATIONS OF CONNECTIONS  
AND SERVICE AREA**

**MAP OF THE TOWN OF GOFFSTOWN**



**Intermunicipal Agreement**  
Manchester - Goffstown Sewer Map



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**APPENDIX C**

**COST ALLOCATIONS PROCEDURES  
AND ESTIMATED EXAMPLES**

**COST ALLOCATION PROCEDURES, ESTIMATES AND EXAMPLES**

**I. ALLOCATION PROCEDURES**

Costs shall be allocated among all users of the Manchester System in accordance with the principles of fairness and equity using the procedures as follows:

**1.1 CAPITAL COSTS**

**A. TREATMENT PLANT**

The Capital Cost of the treatment plant shall be proportional to the allocated Flow of 2.13 MGD, 3,670 pounds of Biochemical Oxygen Demand, and 2,865 pounds of Total Suspended Solids. The derivation of these percentages is shown in Table 3.

The Town's share of Capital Cost of the treatment plant shall be computed on the basis of the NPDES Effluent Permit Parameters factoring in the required minimum 85% removal. For BOD the effluent maximum day load to the Merrimack River is 12,777 pounds. When factoring in the 85% minimum removal requirement the maximum influent **BOD loading is 85,133 pounds**. For TSS the effluent maximum day load to the Merrimack River is 14,190 pounds. When factoring in the 85% minimum removal requirement the maximum influent **TSS loading is 94,600 pounds**. The AECOM Maximum Month **design flow** to the treatment is **42.7 million gallons per day (mgd)**.

Goffstown's wastewater discharge is 2.13 mgd, divided by the Maximum Monthly Design Flow of 42.7 equals **4.99 %** of the capital share for flow.

Goffstown's BOD allocation is 3,670 pounds divided by the influent BOD load of **85,133 pounds** equals **4.31 %** of the capital share for BOD.

Goffstown's TSS allocation is 2,865 pounds divided by the influent TSS load of **94,600 pounds** equals **3.03 %** of the capital share for TSS.

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The average of the percent of flow, BOD and TSS shall constitute the town's share of the capital costs.

The Town's Share (TSH) of Capital Cost of the treatment plant shall be calculated as follows:

$$(TSH) T = \text{Flow}, S = \text{BOD}, H = \text{TSS}$$

$$TSH = (4.99 \% + 4.31 \% + 3.03 \%) / 3 = \mathbf{4.11 \% \text{ of the Capital Costs}}$$

## B. FUTURE PARAMETERS

In the future the WWTP will need to treat phosphorous and may need to treat for aluminum. As with BOD and TSS, the Town's will be charged their proportionate share for annual O&M. Capital costs for aluminum treatment (if this is needed in the future) will be apportioned according to the percentage loading from their town's discharge from the previous average of three years.

## C. PUMPING STATION(S) AND INTERCEPTOR(S)

The Town's Share of Capital Cost of pumping station(s) and interceptor(s) shall be computed on the basis of the Town's Discharge Flow, divided by the Maximum Monthly Design Peak Flow of the Facility, times the Capital Cost of the Facility.

Peaking factors shall be based on the design standards of the NHDES. The Total Design Peak Flow of the Annex, Crescent Road, Westside Pumping Station(s) the Northeast Interceptor and the Central Interceptor includes storm water from Manchester. All costs of these facilities associated with storm water shall be allocated to Manchester

### 1. PUMPING STATION(S)

The Town's share of Capital Cost of the pumping station(s) shall be calculated as follows:

$$(\text{Town discharge to the pumping station} / \text{Pump Station Design}) \text{ Capacity} \times \text{Capital Cost}$$

An example is a new 2.5 mgd pumping station that costs \$1,750,000 to build. The town discharges 125,000 gallons per day.

$$(125,000 / 2,500,000) \times \$1,750,000 = \$87,500$$

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## 2. INTERCEPTOR(S)

The interceptor(s) that convey wastewater from Londonderry have been built and paid through the previous Intermunicipal Agreements. The Town will pay a \$1,000 annual fee for their share of the maintenance of these interceptor(s). The annual fee will be increased by the Boston-Based CPI annually.

## 1.2 OPERATION AND MAINTENANCE COSTS

### A. THE OPERATIONS AND MAINTENANCE COSTS

The operation and maintenance cost of the treatment plant shall be allocated in proportion to the measured flow Biochemical Oxygen Demand and Total Suspended Solids discharged by each Town. This cost will be the sum of the costs attributable to Flow; the costs attributable to Biochemical Oxygen Demand; and the costs attributable to Total Suspended Solids.

Administrative costs will be proportioned 1/3 to each of the 3 components. On the basis of current operating conditions of FY 2011, the cost attributable to Flow is 42%; the cost attributable to Biochemical Oxygen Demand is 29%; and the cost attributable to Total Suspended Solids is 29%. See **Table 6** for derivation of percentages.

The Town's Share of Operation and Maintenance Cost for the treatment plant shall be calculated as follows:

$$\begin{aligned} & \text{Monthly town Flow} / \text{Monthly plant Flow} \times \text{Monthly O\&M Cost} + \\ & \text{Monthly town BOD} / \text{Monthly plant BOD} \times \text{Monthly O\&M Cost} + \\ & \text{Monthly town TSS lbs} / \text{Monthly plant TSS lbs} \times \text{Monthly O\&M Cost} \end{aligned}$$

### B. INTERCEPTOR(S)

The Town's Share of Operation and Maintenance Cost of the Interceptor(s) shall be fixed annually with a CPI escalator as determined by the Boston Based CPI for each year of this agreement.

## 1.3 ANNUAL COST ADJUSTMENT CHARGE

As the plant is built out and our allocations are less than what was originally estimated, there will no longer be a capital cost adjustment charge added to the town's billing).

# Intermunicipal Wastewater Agreement Between the City of Manchester and the Town of Goffstown

## II. COST ESTIMATES

The City has prepared estimates of all Capital Costs and of all Operation and Maintenance Costs based upon its current experience. The estimates are shown on the following **Tables 4 through 6**, inclusive. All estimates of cost allocations and all examples have been prepared in accordance with the procedures outlined in Section I, above, using the current estimates. In the final analysis, all costs will be allocated on the basis of audited accounts, as outlined in Article IV.

**TABLE 4**

### ESTIMATED CAPITAL COSTS

Project	Total Project Cost	City Share 81.36%	Bedford Share 4.37%	Goffstown Share 4.11%	Londonderry Share 10.16 %
<i>WWTP Upgrade with Phosphorous Removal (September 2010)</i>	\$77,500,000	\$63,054,000	\$3,386,750	\$3,185,250	\$7,874,000

### ALLOCATION OF CAPITAL COSTS FOR WASTEWATER TREATMENT PLANT

The cost for Capital Cost allocation has changed to the share of table due to final build out of the wastewater treatment plant. The allocation is 4.99 % attributable to Flow, 3.03 % attributable to Total Suspended Solids and 4.31% attributable to BOD. Any available State or Federal Grants will reduce the total capital cost to Goffstown proportionately to the amount of the grant received.

**TABLE 5**

A. WASTEWATER TREATMENT PLANT – ITEM 1			
1.	VOLUME	$(\$77,500,000 \times 4.99\%) / 3 =$	\$1,289,083
2.	BOD	$(\$77,500,000 \times 4.31\%) / 3 =$	\$1,113,417
3.	TSS	$(\$77,500,000 \times 3.03\%) / 3 =$	\$782,750
<b>SUB-TOTAL =</b>			<b>3,185,250</b>

## Intermunicipal Wastewater Agreement Between the City of Manchester and the Town of Goffstown

**TABLE 6**

<b>ESTIMATED OPERATION &amp; MAINTENANCE BUDGET COSTS</b>		
<b>FY 2012</b>	<b>Annual Budget</b>	<b>\$7,307,721</b>
42%	<b>Allotted to Flow =</b>	<b>\$3,069,243</b>
29%	<b>Allotted to BOD =</b>	<b>\$2,119,239</b>
29%	<b>Allotted to TSS =</b>	<b>\$2,119,239</b>

The annual O&M charges will increase according to facility needs and regulatory requirements and will be adjusted annually to ensure the operation of the facility will meet all Federal and State requirements.