

AGREEMENT  
by and between  
TOWN OF WALPOLE, NEW HAMPSHIRE  
and  
BELLOWS FALLS VILLAGE CORPORATION  
for the  
JOINT TREATMENT OF WASTEWATERS

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## DEFINITIONS

1. "After-Grant Cost" shall mean the local share of construction cost, for the treatment plant, pumping stations and sewers, and is the total cost minus Federal and State grants.
2. "Average Daily Flow" shall mean the total annual flow as measured at the metering locations, divided by the number of days in the year.
3. "Bellows Falls" is the Bellows Falls Village Corporation, a municipal corporation of the State of Vermont.
4. "Biochemical Oxygen Demand" (abbreviated BOD) shall mean the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five (5) days at 20 degrees Centigrade (68 degrees Fahrenheit) expressed in milligrams per liter (mg/l).
5. "Industrial Wastes" shall mean the liquid wastes, other than sanitary sewage, resulting from manufacturing and/or industrial operations or processes.
6. "Million Gallons Daily" shall be abbreviated as "MGD".
7. "National Pollutant Discharge Elimination System" shall be abbreviated as "NPDES."
8. "Operation and Maintenance" shall be abbreviated as "O & M."
9. "Peak Flow" shall mean the highest rate of flow expressed in million gallons per day.
10. "pH" shall mean the logarithm of the reciprocal of the weight of hydrogen ions in grams per liter of solution.
11. "Pounds per Day" shall be abbreviated as "lbs/day".
12. "Rockingham" is the Town of Rockingham, a municipal corporation of the State of Vermont.
13. "Sanitary Sewage" shall mean sewage discharging from sanitary conveniences such as toilets, washrooms, urinals, sinks, showers, drinking fountains, small laundries and from kitchens, restaurants, cafeterias and floor drains essentially free of industrial wastes or toxic materials, and excluding extraneous ground, surface or stormwater.
14. "Wastewater Collection System" shall mean all facilities for collecting, conveying and pumping wastewater.

15. "Slug" shall mean any discharge of water, sewage or industrial waste which in concentration of any constituent or in quantity of flow exceeds for any period of duration longer than fifteen (15) minutes, more than five (5) times the average twenty-four (24)-hour concentration or flows during normal operation, and/or shall adversely effect the wastewater collection system and/or performance of the wastewater treatment facility.
16. "Suspended Solids" shall mean total suspended matter that either floats on the surface of, or is in suspension in water, wastewater or other liquids, and which is removable by laboratory filtering, expressed in milligrams per liter.
17. "Walpole" is the Town of Walpole, a municipal corporation of the State of New Hampshire.
18. "Wastewaters" shall mean the spent water of a community. From the standpoint of source, it may be a combination of the liquid and water-carried wastes from residences, commercial buildings, industrial plants, and institutions, together with any groundwater, surface water, and stormwater that may be present.
19. "Wastewater Treatment Facility" shall mean the facility for treating and disposing of sanitary sewage and/or industrial wastes.

AGREEMENT

This AGREEMENT, made this 17<sup>th</sup> day of MAY 1986 by and between the Town of Walpole, New Hampshire, acting through its Board of Selectmen, hereinafter called "Walpole" and the Bellows Falls Village Corporation, acting through its Village Trustees, hereinafter called "Bellows Falls", Walpole being a Town in the County of Cheshire in the State of New Hampshire and Bellows Falls being a Village in the Town of Rockingham in the County of Windham in the State of Vermont.

WHEREAS, Walpole has authorized its Board of Selectmen, pursuant to New Hampshire RSA Chapter 149-J, to enter into an agreement with Bellows Falls for the conveyance and treatment of Walpole's wastewaters; and

WHEREAS, Bellows Falls has authorized its Board of Trustees, pursuant to Vermont enabling legislation, 10 VSA Chapter 46, to enter into an agreement with Walpole for the conveyance and treatment of Walpole's wastewaters; and

WHEREAS, Bellows Falls plans to design, construct, own, operate and maintain an addition to its existing wastewater treatment facility in Bellows Falls which will be located at the site of the existing treatment facility; and

WHEREAS, Bellows Falls owns, operates and maintains a sanitary sewer collection system as required to convey wastewaters to the Bellows Falls treatment facility for treatment; and

WHEREAS, Walpole plans to design, construct, own, operate and maintain a sanitary sewer collection system within the boundaries of Walpole and desires to deliver its wastewater to the Bellows Falls facilities for conveyance and treatment; and

WHEREAS, Bellows Falls agrees to receive wastewaters from Walpole and allow for the conveyance and treatment of said wastewaters by the Bellows Falls facilities; and

WHEREAS, both parties to this Agreement desire to use portions of the said Bellows Falls facilities for the conveyance and treatment of wastewaters from each of the respective municipalities; and

WHEREAS, both parties desire to make provisions for sharing the costs of construction, maintenance, operation and repair of the jointly used portions of said treatment and collection facilities;

NOW, THEREFORE, in consideration of the covenants herein contained, the parties do agree as follows:

A. Facilities of Bellows Falls

1. Bellows Falls presently owns, operates and maintains a sanitary sewage collection system whose primary purpose is the conveyance of wastewater to the existing treatment plant.
2. Bellows Falls presently owns, operates and maintains a primary wastewater treatment plant with a capacity of 1.5 MGD.
3. Bellows Falls shall construct facilities for conveying and treating wastewater from Walpole designed as follows:
  - a) A secondary wastewater treatment plant with a capacity of 1.4 MGD, which shall include an amount of 0.301 MGD which shall be reserved for Walpole's treatment, and 1.099 MGD which is reserved for treatment of wastewater from Bellows Falls, Rockingham, North Westminster and Westminster, Vermont. This plant may be expanded to treat additional flows from all municipalities as may become necessary. The plant will include septage receiving facilities to service Walpole at the rate of 4,000 gallons per day.
  - b) Bellows Falls will own and maintain sewage force mains and gravity sewers within the Village of Bellows Falls whose primary purpose shall be the transmission of collected wastewater from Walpole to the Bellows Falls treatment facility.
    - (i) These transmission lines and associated facilities in Bellows Falls shall be constructed in accordance with engineering drawings and specifications furnished by Walpole but to the mutual satisfaction of both Bellows Falls and Walpole and the appropriate Vermont and New Hampshire State Agencies. Bellows Falls shall obtain all necessary easements and rights-of-way for the transmission lines. Walpole shall contract all work required to install all transmission lines from the Walpole Town line to the Bellows Falls treatment plant, or to a connection point in the

existing sewer system if it is deemed by both parties to be an appropriate solution.

- (ii) Walpole shall pay to Bellows Falls any cost incurred by Bellows Falls for Walpole's share of construction (which includes obtaining easements and rights-of-way under terms approved by Walpole), inspection and/or maintenance of the jointly used transmission sewers within Bellows Falls upon receipt of invoices. Bellows Falls shall bear no cost for the construction or maintenance of those sewers which only transport Walpole's wastewater, refer to attached plan entitled "Plan to Accompany Agreement by and between Town of Walpole, New Hampshire and Bellows Falls Village Corporation for the Joint Treatment of Wastewaters" dated December 1985. Walpole's share of the treatment facilities' construction cost is defined in Appendix A. Walpole's share of the construction cost of jointly used portions of the collection system shall be based on the ratio of the peak flow from Walpole to the peak design flow of the jointly used collection facilities.

B. Facilities of Walpole

- 1. Walpole shall design, construct, own, operate and maintain a sanitary sewage collection system within the Town of Walpole which shall connect to the Bellows Falls facilities. Walpole shall be responsible for all costs involved with the construction and maintenance of this system. Bellows Falls shall bear no cost for this system.
- 2. Walpole shall provide and install measuring devices and provisions for sampling its wastewaters at all pumping stations which discharge to the Bellows Falls system. Bellows Falls and the State of Vermont shall have reasonable access to said measuring and sampling facilities.
  - a) The Walpole metering facilities shall be of a type acceptable to Bellows Falls, the State of Vermont and the State of New Hampshire, and will reflect only that flow attributable to Walpole.

- b) It shall be the obligation of Walpole to maintain and calibrate said metering equipment at its own expense. The meters shall be checked and inspected at intervals not less than one (1) year by authorized representatives of the manufacturers of the metering equipment.
- 3. Walpole agrees that it shall initially discharge no wastewater to the Bellows Falls system until approval has been given to it by Bellows Falls, the State of Vermont and the State of New Hampshire in the form of a written notice.
- 4. The Bellows Falls Village Corporation agrees to accept wastewater from the Town of Walpole prior to upgrading of the treatment facilities should construction of the Walpole facility precede the proposed upgrading, contingent upon approval by the State of Vermont.

C. Bellows Falls System Use by Walpole and Bellows Falls

- 1. Walpole shall have the right to convey into the Bellows Falls system wastewaters emanating from Walpole limited in accordance with the following schedule:

Average Daily Flow	0.301 MGD
Peak Flow	1.01 MGD
Yearly Average BOD <sub>5</sub> /Day @ 256 mg/l	643 lbs/day
Yearly Average Suspended Solids @ 320 mg/l	803 lbs/day

- 2. Bellows Falls will inspect, maintain and repair any sewers in Bellows Falls conveying only Walpole wastewater or any of the jointly used wastewater collection system so as to insure that it does not impair Walpole's use of the system to the capacities herein agreed to. Bellows Falls shall bear no cost for the maintenance and repair of sewers conveying only Walpole wastewater and Walpole shall bear no cost for the maintenance and repair of sewers conveying only Bellows Falls wastewater. Walpole and Bellows Falls shall share maintenance and repair costs of the jointly used wastewater collection system in proportion to the average daily flows contributed by each community, at the time said costs are incurred.

3. In the event that the discharge of wastewaters originating in Walpole into the wastewater collection system exceeds the average daily flow, BOD or suspended solids limitations indicated in Section C.1 for a two-month period (sixty (60) consecutive days), upon written notice from Bellows Falls, Walpole shall not make or permit further or additional connections of properties or buildings to its sewer system until one of the following two conditions are met:
  - a) If the flow, BOD and suspended solids are brought back to within the set limitations in the next subsequent two-month time period following the violation period; or
  - b) If Bellows Falls determines that there exists sufficient capacity in its facilities for the transportation and treatment of the increased loadings, and Walpole agrees to accept this additional capacity, Bellows Falls may elect to revise the limitations on Walpole. Upon payment for the increased capacity as described in Section D.4, Walpole shall have the right to discharge the revised quantity of wastewater for the balance of the term of this agreement.
  
4. In the event that the wastewater originating in Bellows Falls exceeds the limitations set for flow, BOD or suspended solids (total design capacity less capacities allocated to Walpole and other participating communities), for a two month period (sixty consecutive days) upon written notice from Walpole, Bellows Falls shall not make or permit further or additional connections of properties or buildings to its sewage system, until one of the following two conditions is met:
  - a) If the flow, BOD and suspended solids are brought back to within the set limitations in the next subsequent two-month time period following the violation period; or
  - b) If it is determined by Walpole and Bellows Falls that there exists sufficient capacity in the treatment facility for treating the increased loadings, Bellows Falls may elect to revise its limitations. Upon payment for increased capacity as described in Section

D.4, Bellows Falls shall have the right to discharge the revised quantity of wastewater for the balance of the term of this agreement.

5. Both Bellows Falls and Walpole shall adopt and enforce regulations controlling the use of their sewer systems before the connection between the communities' wastewater systems is completed. These regulations shall be in accordance with the requirements of the U.S. Environmental Protection Agency and the appropriate State agencies. As a minimum, these regulations shall include a sewer use ordinance, a user charge system and industrial pretreatment regulations.
6. In order to prevent damage from industrial wastes to the treatment facilities, both Bellows Falls and Walpole agree to enforce the discharge regulation contained in Section I.
7. Walpole shall provide to Bellows Falls and to the State of Vermont a written listing of all commercial and industrial users on the Walpole sanitary sewer system and the pretreatment requirements, if any, placed on their wastewater discharges. This listing shall be updated as necessary.

D. Capital Payment by Walpole

1. In consideration for the use of a portion of the Bellows Falls treatment facilities, Walpole shall pay to Bellows Falls a sum of money equal to Walpole's proportional share of the after-grant cost of the treatment plant upgrade as described in Section D.3 for the performance by Bellows Falls of its obligations in SECTION A.3. In addition, Walpole shall make to Bellows Falls a lump sum payment of Twenty Four Thousand Three Hundred Fifty Four Dollars (\$24,354.00) as its proportional share of the existing Bellows Falls treatment facilities which will be utilized when the plant is upgraded.
2. Walpole's proportional share of the after-grant cost for the existing and upgraded treatment facilities shall be as determined in Appendix A.
3. Bellows Falls' net after-grant cost, as used herein, shall mean the total cost to Bellows Falls for the performance of its obligations under

Section A, including but not limited to construction, equipment, such as but not limited to sludge transportation vehicles, laboratory apparatus, maintenance tools and supplies, engineering, legal and administrative and site preparation costs, and interest charges accrued during construction for short term financing of the facilities. The net after-grant cost shall be based on the final audited costs.

4. In the event that Section C.3.b. or C.4.b becomes effective, the party receiving the increased allocation shall pay to the other party an amount equal to the ratio of the additional capacity allocated in terms of flow, BOD or suspended solids loadings at the treatment plant to the total design capacity of the upgraded treatment facilities, multiplied by the ratio of the remaining design life to the total design life multiplied by the net after-grant cost of the upgraded treatment facilities. No changes in payment for the existing facilities will be made.
5. The payment of Walpole's share of the Bellows Falls after-grant cost of the upgraded portion of the treatment facility to Bellows Falls shall be made within thirty (30) days following notification by Bellows Falls that the project is twenty-five (25), fifty (50) and seventy-five (75) percent completed. The 25, 50 and 75 percent payments shall be equal to these percentages of the Walpole share of the after-grant portion of the total project costs based on bid prices. Walpole shall pay to Bellows Falls its proportional share of the cost of the existing treatment facilities on or before the date of commencement of construction. Failure to remit payment within the allotted time periods for the existing and upgraded treatment facility shall result in a penalty to be paid by Walpole equivalent to one and one half percent of the bill per month or eighteen percent per annum. Along with each bill, Bellows Falls shall send to Walpole an explanation of how Walpole's bill is calculated.
6. The final payment by Walpole to Bellows Falls for the upgraded treatment facilities will be based on the final (less all previous payments) audited costs. The final payment shall be made within sixty (60) days of the final EPA audit of the project.

7. Unless otherwise determined by agreement between Bellows Falls and Walpole, Bellows Falls shall include as part of the after grant cost, Walpole's aggregate share of interest payable on any temporary borrowings made in anticipation of bonds. Said interest shall be reduced by the amount of any earnings realized as a result of investing of such temporary borrowings.

E. Subsequent Construction

1. This agreement is based upon Bellows Falls providing existing primary treatment and planned secondary treatment conforming to all applicable federal and state rules, regulations, codes and requirements in force at the time the design is completed. If in the future a higher degree or an alternate type of treatment is required by an agency having the authority to do so, the net cost of complying with this advanced treatment shall be shared between the parties on the basis of flow and other parameters applicable to the specific facility requiring alternatives or additions.
2. Any costs of reconstruction of the treatment facility or sewer system common to both communities necessitated by an Act of God will be shared between Bellows Falls and Walpole on the basis of flow, BOD and suspended solids.

F. Payment by Walpole for Operation, Maintenance and Repairs

1. For the performance by Bellows Falls of its obligations described in Section A, Walpole shall pay to Bellows Falls a portion of the operation, maintenance and repair of the joint system. The share that Walpole will pay for the treatment facilities shall be based on the individual charges for flow, BOD and suspended solids, billed as described in Appendix B.
2. Characteristics of the wastewater from Bellows Falls shall be as determined at the treatment plant. Characteristics of Walpole's wastewater shall be as determined at Walpole's metering and sampling stations. For the purposes of this section, the "cost of operation, maintenance and repair" shall mean Bellows Falls' actual cash

expenditures shown in Bellows Falls' operation budget for the jointly used facilities for purposes which shall include but not be limited to:

- a) Labor costs.
- b) Power, fuel, chemical and utility costs.
- c) Engineering and consulting services attributable to plant operation.
- d) Laboratory services related to operation at the treatment facilities.
- e) Maintenance supplies and materials.
- f) Replacement of tools and equipment.
- g) Alteration of equipment or facilities to improve the efficiency of plant operation or to upgrade the quality of the effluent without enlarging or expanding the plant capacity.
- h) Insurance costs.
- i) Operator training costs.
- j) Sludge handling and disposal.
- k) Overhead and administration costs, based on a provisional rate of 8.6 percent of the total operating and maintenance expenses, subject to adjustment up or down based on actual audited costs.

3. The cost of operation, maintenance and repair shall not include expenditures made for improvements, maintenance or repairs outside the construction limits of the wastewater treatment plant and jointly owned facilities. Walpole shall bear no cost for work completed by Bellows Falls on its own sewage system which is not used by Walpole.

4. Payment under this section shall be made quarterly, and will be based on the flow, BOD and suspended solids quantities of the Walpole discharges to the Bellows Falls facility as described in Appendix B. A bill will be sent from Bellows Falls to Walpole at the beginning of each quarter. Along with the bill, Bellows Falls will send to Walpole a copy of the operating budget and an explanation of how Walpole's bill is calculated. Walpole shall have (30) days to remit payment. Failure to remit payment within this time period shall result in a penalty to be paid by Walpole equivalent to one and one half percent of the bill per month or eighteen percent per annum.

5. Walpole shall be responsible for all costs of maintenance and repair of the sewage system in Walpole which is not within the boundaries of Bellows Falls.
6. Bellows Falls shall be responsible for all costs of maintenance and operation of the sewage system within Bellows Falls that is not jointly shared with Walpole. Bellows Falls shall receive payment from Walpole for portions of the Bellows Falls sewer system which Walpole uses. The cost of operation and maintenance of the jointly used sewer system shall be allocated according to the average daily flows contributed by each community at the time said costs are incurred.
7. For purposes of determining the BOD and suspended solids concentrations delivered to the wastewater treatment plant by the two parties, a sampling and analysis program shall be carried out as follows:
  - a) Twenty-four (24)-hour proportional composite samples of wastewater shall be collected, quarterly, or more frequently as may be found necessary at Walpole's metering station. The type of samples obtained at the Walpole metering station shall be equivalent to the type of samples obtained at the Bellows Falls wastewater treatment facility, as dictated by its NPDES permit. The samples shall be taken by Bellows Falls using equipment to be furnished and installed by Walpole. The samples shall be analyzed by Bellows Falls for BOD and suspended solids concentrations. The samples collected shall be used for determining the BOD and suspended solids loading for the quarter.
  - b) A minimum of four 24-hour proportional composite samples shall be collected each calendar month at the treatment plant, and the samples shall be analyzed by Bellows Falls for BOD and suspended solids concentrations. The average of the samples collected during any given month shall be used in conjunction with the flow for determining the BOD and suspended solids loading to the wastewater treatment plant for said month.

- c) Should it so request, Walpole shall be supplied with a sufficient portion of any sample taken so that an independent analysis can be obtained.
- d) Each party shall have the right to perform any additional testing it may deem necessary at its own expense.

G. Abnormal Maintenance and Repair

In the event that it becomes necessary during the term of this agreement or any extension thereof to make abnormal repairs or replacements over and above those considered to be normal maintenance and repairs, because of the discharge into the joint system of substances prohibited by either party's sewer ordinances, the cost of making said abnormal repairs or replacements shall be borne entirely by the offending Party.

H. Inspections

- 1. Both parties shall have the right for their agents or employees to inspect the facilities of the other party to assure themselves that construction and maintenance of such facilities are being carried out in a satisfactory manner.
- 2. Both parties shall have the right for their agent or employees to inspect, upon reasonable notice, the books and records of the other party relating to facilities covered by this agreement for the purpose of auditing or verifying any Charges that are described by this agreement.

I. Wastewater Unsuitable for Discharge to System

- 1. It is mutually agreed by Walpole and Bellows Falls that the following discharge regulations shall be enforced by both parties.
  - a) No person shall discharge or cause to be discharged any water or wastes which may, either singly or by interaction with others, interfere with the treatment process, create a hazard to humans or animals, or harm the sewer collection system, treatment facilities or equipment. These wastes and wastewaters include but are not limited to:

- (i) Any gasoline, benzene, naphtha, fuel oil or other flammable or explosive liquid, solid or gas.
- (ii) Any wastewater having a pH lower than 5.0 or higher than 9.0.
- (iii) Any waste capable of causing corrosive damage.
- (iv) Solid or viscous substances in quantities or of such size which are capable of causing obstruction to the flow in the sewers, or interfere with the proper operation of the treatment processes such as ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, whole blood, paunch manure, hair and fleshings, entrails, unground garbage and paper dishes, cups, milk containers, etc., either whole or ground by garbage grinders.
- (v) Any liquid or vapor having a temperature higher than 150°F (65°C).
- (vi) Any waste or wastewater containing fats, wax, grease or oils, whether emulsified or not, in excess of one hundred (100) mg/l.
- (vii) Any waste or wastewater containing strong acid or concentrated plating solutions, whether neutralized or not.
- (viii) Any waste or wastewater containing iron, chromium, copper, zinc or similar substance in concentrations which may affect the treatment process or is in excess of state or federal regulations.
- (ix) Any radioactive wastes or isotopes with half-lives which may exceed applicable state or federal regulations.
- (x) Unusual concentrations of inert suspended solids such as Fuller's earth, lime slurries or lime residues, or of dissolved solids such as sodium chloride and sodium sulfate.

- (xi) Materials which exert or cause excessive discoloration, such as, but not limited to, dyes and vegetable tanning solutions.
  - (xii) Any waste or wastewater with unusual biochemical or chemical oxygen demand or chlorination requirements in such quantities as to constitute a significant load on the treatment facilities or which may cause the effluent limitations of the discharge permit to be exceeded.
  - (xiii) Any gas or vapor in quantities which may present a health risk to plant operators or the public, such as, but not limited to, hydrogen sulfide.
  - (xiv) Any waste or wastewater containing unusual volume of flow or concentration of wastes constituting "slugs", as previously defined.
  - (xv) Any waters or wastes which exceed the limits established by Bellows Falls, Walpole, the States of Vermont and New Hampshire or the national categorical pretreatment standards.
  - (xvi) Any waters or wastes designated as prohibited discharges in the General Pretreatment Regulations (40 Code of Federal Regulations, Section 403.5).
- b) If any waste or wastewaters are proposed to be discharged to the sewer system by an industry or individual which may possess the characteristics enumerated in Section I.1.a, each of the parties to this agreement may:
- (i) Reject the wastewater discharge.
  - (ii) Require pretreatment to an acceptable condition for discharge to the collection system.
  - (iii) Require control of the quantities and rates of discharge.
- c) If the pretreatment or equalization of wastewater flows is permitted, the design and installation of all equipment and facilities

shall be subject to review and approval by each of the parties to this agreement and subject to all applicable codes, ordinances and municipal discharge permits. Further, such pretreatment installations must be consistent with the minimum requirements of any Vermont or federal pretreatment or discharge permit.

- d) Where pretreatment or flow equalization facilities are installed for any wastewater discharge, they shall be maintained and operated by the owner at his own expense with no cost to the municipality.
- e) When required, the owner of any property discharging industrial wastes shall install a suitable sampling manhole with such necessary meters and other appurtenances to facilitate observation, sampling and measurement of the wastewater. Such a manhole shall be accessible and safely located in accordance with approved plans. The manhole shall be installed and maintained by the owner at his own expense.
- f) All industries discharging to the sewer collection system shall perform such monitoring of their discharges including the installation, use and maintenance of monitoring equipment, recordkeeping, and reporting the results of such monitoring as mandated by the appropriate local, State of Vermont or federal permits.

- 2. It is mutually agreed by both parties that any industry or individual held in violation of the provisions of this agreement may have its discharge authorization terminated.

J. Arbitration

- 1. Disputes, differences of opinion and dissatisfactions which cannot be resolved by both parties to this agreement shall be referred for resolution to arbitration by the American Arbitration Association or such other qualified arbitration group or individual as may be mutually agreed upon, at the initiation of either party on notice to the other party, under its rules then in effect.

2. The judgements and decisions of the arbitration committee shall be binding upon both parties in matters pertinent to this agreement.
3. The costs of arbitration are to be shared equally by the parties to this agreement.

K. Easements and Permits

1. In the event that any of Walpole's sewage system connections or transmission lines are designed as to require easements on private property in Bellows Falls, the acquisition of said easements shall be the responsibility of Bellows Falls, but the cost of said acquisition shall be borne by Walpole. Walpole shall approve the terms of all agreements for easements before they are finalized.
2. Bellows Falls shall obtain any permits, easements or leases as may be required by Walpole for the construction of any portion of its system which is located within the Town of Rockingham's public rights-of-way. Such permits, easements or leases shall be duly applied for in accordance with the procedures, rules, regulations, etc., of the Town of Rockingham.

L. Miscellaneous

1. Both parties to this agreement shall adopt their own rules, regulations and ordinances regarding the use of the wastewater collection facilities within their respective communities, the amount charged to individual users and the method of financing the cost of all work, operation and maintenance.
2. The initial term of this agreement shall be for a period of twenty (20) years from the date on which Bellows Falls first receives sewage flow from Walpole. Thereafter this agreement shall run for consecutive terms of five (5) years unless otherwise terminated as provided herein. In the event either party wishes to terminate this agreement at the end of the initial term, notice in writing shall be given to the other party one year prior to the termination date. In the event either party wishes to terminate this agreement at the end of a subsequent term, notice in writing shall be given to the other party six (6) months prior to the termination date.

3. This agreement may not be changed or abrogated without written consent of both parties, the U.S. Environmental Protection Agency, the New Hampshire Water Supply and Pollution Control Commission and the Vermont Agency of Environmental Conservation.
4. Walpole shall be entitled to reasonable advance written notice of all meetings of the Bellows Falls Village Corporation Board of Trustees or any successor sewer authority at which matters related to the treatment plant are included on the agenda for said meeting. Walpole will designate a representative of the Board of Selectmen or any successor sewer authority who shall be entitled to sit at said meetings of the Bellows Falls Village Corporation Board of Trustees or successor sewer authority and to be heard on all matters properly coming before said meeting which relate to the treatment plant, but such representative shall not have the right to vote. Failure by Bellows Falls to so notify Walpole shall not be cause for voiding of this Agreement.

IN WITNESS WHEREOF, the Town of Walpole has caused its seal to be hereby affixed and these presents to be signed in its name and behalf by its Board of Selectmen and the said Bellows Falls Village Corporation has caused its seal to be hereto affixed and these presents to be signed by its Board of Trustees and Village President on the day and year first written above.

TOWN OF WALPOLE  
BOARD OF SELECTMEN:

Lawrence Ballam

Robert H. Johnson

Marie Giles

APPROVED AS TO FORM:

Francis J. Faulkner  
Counsel  
Town of Walpole

BELLOWS FALLS VILLAGE CORPORATION  
BOARD OF TRUSTEES

Clark E. Baber

Catherine M. Bergman

Doris Shattuck

Bruce Kallahan

APPROVED AS TO FORM:

Raymond Masucci  
Village Counsel  
Bellows Falls Village Corp.

VILLAGE PRESIDENT

Dennis P. Hyatt

## APPENDIX A

The determination of Walpole's payment for the local share of the after grant cost of the Bellows Falls wastewater treatment facilities shall be computed based on the following formula:

Walpole's share of the net after-grant cost = Flow percentage + BOD percentage + suspended solids percentage =  
 $0.105 + 0.082 + 0.055 = 24.2\%$ .

This formula is determined as follows:

Flow percentage = The percentage of the treatment plant costs based on the flow (49%) multiplied by the ratio of the average daily design flow from Walpole (including reserve capacity) in MGD to the average design flow for the treatment plant (including reserve capacity) in MGD =  $0.49 \times (0.301/1.40) = 0.105$ .

BOD percentage = The percentage of the treatment plant costs associated with the BOD removal (32%) multiplied by the ratio of the average design BOD from Walpole in lbs/day to the average design BOD for the treatment plant in lbs/day =  $0.32 \times (643/2500) = 0.082$ .

Suspended solids percentage = The percentage of the treatment plant costs associated with suspended solids removal (19%) multiplied by the ratio of the design average suspended solids from Walpole in lbs/day to the design average suspended solids for the treatment plant in lbs/day =  $0.19 \times (803/2750) = 0.055$ .

## APPENDIX B

For the Operation and Maintenance (O & M) of the Bellows Falls wastewater treatment facilities, Walpole shall pay a portion of the treatment plant costs based on the sum of three charges: a flow charge, a BOD charge and a suspended solids charge. The charges will be computed as follows:

Flow charge = The portion of the treatment costs associated with flow (34%) multiplied by the total treatment plant O & M costs, multiplied by the ratio of the metered average daily flow from Walpole in MGD to the metered average daily flow at the treatment plant in MGD.

BOD charge = The portion of the treatment costs associated with the BOD removal (33%) multiplied by the total treatment plant O & M costs, multiplied by the ratio of the average measured BOD load in lbs/day from Walpole to the average measured BOD load at the treatment plant in lbs/day.

Suspended solids charge = The portion of the treatment costs associated with removal of suspended solids (33%) multiplied by the total treatment plant O & M costs, multiplied by the ratio of the average measured suspended solids load in lbs/day from Walpole to the average measured suspended solids load in lbs/day at the treatment plant.