



*MFN Regional Wastewater District*  
*6 Park Row, Mansfield, Massachusetts 02048*

*Executive Director*  
*Lee Azinheira, PE*

Date: April 23, 2015

To: William Ross, Town Manager

From: Lee Azinheira, PE

Subject: Agreement Establishing the MFN Wastewater District

The Agreement Establishing the MFN Wastewater District is attached along with Appendix A-I. The language in the agreement has not changed from the version presented to the Board of Selectman for approval and signature in 2014.

The only changes are as follows:

- The Agreement Establishing the MFN Wastewater District has been updated to include the signature pages executed by Mansfield, Foxboro and Norton.
- Appendix B- Enabling Act Chapter 101 of the acts of 2010, this was updated to reflect the final approved act, the early version had a draft copy of the act.
- Appendix I- Management and Operations Agreement Between the District and Mansfield, this appendix was updated to include the signature pages executed by the Town of Mansfield and the MFN Regional Wastewater Commission.



**Agreement Establishing the  
MFN Regional  
Wastewater District**

**June 17, 2014**

**Copy**

## AGREEMENT ESTABLISHING THE MFN REGIONAL WASTEWATER DISTRICT

FINAL 6/17/14

This Agreement is made and entered into this 26<sup>th</sup> day of June, 2014 (the "Agreement") by and between the Towns of Mansfield, Foxborough, and Norton, municipal corporations within the Commonwealth of Massachusetts, and herein referred to as "Member Towns" for the establishment of a public, regional wastewater district, to be known as the "MFN Regional Wastewater District" and commonly referred to in this Agreement as the "District."

Whereas, the annual town meeting votes of each Member Town taken in 2008 and the terms of the special act of the General Court of the Commonwealth entitled "*An Act Establishing A Regional Wastewater Treatment District for the Towns of Mansfield, Foxborough and Norton*" approved by the Governor on May 5, 2010 and known as Chapter 101 of the Acts and Resolves of 2010 (herein referenced as the "Enabling Act") authorize execution of this Agreement.

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

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

Effective date: This Agreement shall become effective on July 1, 2014 (the "Effective Date"), and supersedes and rescinds the prior wastewater agreements entered between the member towns.

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

Agreement:

- Section 1 Definitions
- Section 2 Wastewater Characteristics
- Section 3 Wastewater District Commission
- Section 4 Location of District Facilities

Section 5	Apportionment and Payment of Costs
Section 6	District Budget
Section 7	Incurring of Debt
Section 8	Wastewater Services to Member Towns
Section 9	Amendments to Agreement
Section 10	Admission of New Member Town(s)
Section 11	Withdrawal from District
Section 12	Measurement of Flow
Section 13	Sampling of Wastewater Flow
Section 14	Notice of Flow Changes
Section 15	Pretreatment
Section 16	Trucked Wastes
Section 17	Contract Administration
Section 18	District Transition Items
Section 19	Annual Payment to Norton
Appendix A	Exhibits
Appendix B	Enabling Act; Chapter 101 of the Acts of 2010
Appendix C	Sewer Use Regulations (Mansfield)
Appendix D	Septage Regulations (Mansfield)
Appendix E	Description of Common District System
Appendix F	List of Major Equipment/ Vehicles Transferring to District
Appendix G	170 (Giblin) and 174 (Reilly) Pine Street, Norton Buffer Restrictions
Appendix H	Agreement to Convey Real Property and Transfer Assets
Appendix I	Management and Operations Agreement between District and Mansfield

## **Section 1: Definitions**

1.1 For the purpose of this Agreement, the following terms are defined:

- 1.1.1 “Annual Payment to Norton” (APN) shall be a payment made by the District annually to the Town of Norton and assessed by the District to each Member Town according to the Expansion Flow Capacity Allocations defined in Section 5.4.2 of this Agreement. The APN is an all encompassing payment that covers loss of tax revenue due to effluent recharge land acquisitions, expanded nontaxable value in

the wastewater treatment facilities and any other associated cost related to the District expansion of the treatment facility.

Notwithstanding the APN, the District is also responsible to pay any permissible fees or charges by the Town of Norton such as water use fees, municipal inspection fees, emergency response related fees and allowable statutory assessments currently paid on existing District facilities land.

- 1.1.2 "Average Annual Flow" shall mean the average flow of the previous 12 individual months calculated monthly (12-month rolling average) and shall be used to define the flow capacity owned and used by a Member Town in the District's treatment facility.
- 1.1.3 "Average Daily Flow" shall mean the total flow period as measured at the metering location divided by the number of days in that flow period.
- 1.1.4 "Biochemical Oxygen Demand" (BOD) shall mean the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedures in five (5) days at 20 degrees centigrade (68 degrees Fahrenheit) expressed in milligrams per liter by weight (or pounds per day).
- 1.1.5 "Chlorine Demand" shall mean the amount of milligrams per liter of chlorine required to be added to water, sewage, or other liquid to achieve a combined chlorine residual after fifteen (15) minutes contact of one (1) milligram per liter.
- 1.1.6 "Combined Sewer" shall mean a drain or sewer specifically designed to receive stormwater run-off, groundwater, and wastewater and/or industrial wastes.
- 1.1.7 "Commission" shall mean the Wastewater District Commission to govern the MFN Regional Wastewater District, as defined herein.
- 1.1.8 "Common District System" shall mean those wastewater conveyance and treatment facilities owned and operated by the District as described in Section 4 herein. Conveyance facilities include interceptor sewers and any pumping stations or forcemains within the defined District facilities that are utilized to convey Member Towns' wastewater to the District's treatment plant. Treatment facilities include the treatment plant, effluent recharge sites, outfall pipe, and grit landfill cells and leachate collection system.
- 1.1.9 "Customer" or "User" shall mean a residence, business or other approved entity that is approved for a wastewater connection to and deriving a benefit (either actual or potential) from the sewer system within a Member Town. Customer/ User shall include an approved flow from adjacent towns (i.e. the Town of Sharon via the Town of Foxborough) that connect into the sewer system of a Member Town.
- 1.1.10 "DEP" means the Massachusetts Department of Environmental Protection or its successor agency.

- 1.1.11 "Enabling Act" means Chapter 101 of the Acts of 2010, as may be amended from time to time.
- 1.1.12 "EPA" means the United States Environmental Protection Agency or its successor agency.
- 1.1.13 "Effective Date" shall be July 1, 2014.
- 1.1.14 "Foxborough" is the Town of Foxborough, a municipal corporation of the Commonwealth of Massachusetts. The "Foxborough Board" shall be the Board of Water and Sewer Commissioners of the Town of Foxborough, or its successors.
- 1.1.15 "Industrial Wastes" are the liquid, gaseous, or solid wastes or a combination thereof, other than sanitary sewage, resulting from any process of manufacturing, trade and/or industrial operations or from the development or recovery of any natural resources.
- 1.1.16 "Infiltration" shall mean water entering a sewer system from the ground through such means as defective pipe, pipe joints, connections, or manhole walls. Infiltration does not include and is distinguished from inflow.
- 1.1.17 "Infiltration/ Inflow" (I/I) is the total quantity of water entering a sewer system from both infiltration and inflow.
- 1.1.18 "Inflow" shall mean water discharged to a sewer system (including service connections) from such sources as roof leaders, basements, yards, and area drains; foundation drains; sump pump connections; drains from springs and swampy areas; manhole covers; cross-connection from storm sewers and combined sewers; catch basins; stormwater run-off; and drainage in general.
- 1.1.19 "Local Wastewater System" shall mean that portion of the sewer/ wastewater system located either in Mansfield and used exclusively by Mansfield or its customers, in Foxborough and used exclusively by Foxborough or its customers, or in Norton and used exclusively by Norton or its customers, or located in any other municipality and used exclusively by such municipality's residents/rate payers and not owned by the District. A Local Wastewater System is not part of the Common District System.
- 1.1.20 "Mansfield" is the Town of Mansfield, a municipal corporation of the Commonwealth of Massachusetts. The "Mansfield Board" shall be the Board of Selectmen, of the Town of Mansfield, acting as Water and Sewer Commissioners or its successors.
- 1.1.21 "Maximum Daily Flow" shall mean the maximum flow recorded at a metering station during a 24-hour period.

- 1.1.22 "Member Town" shall mean either the town of Mansfield, Foxborough or Norton, or any other municipality that may join the District in accordance with the terms herein.
- 1.1.23 "MGD" is the abbreviation of million gallons per day.
- 1.1.24 "Norton" is the Town of Norton, a municipal corporation of the Commonwealth of Massachusetts. The "Norton Board" shall be the Board of Water & Sewer Commissioners of the Town of Norton, or its successors.
- 1.1.25 "NPDES" is the abbreviation for National Pollutant Discharge Elimination System permit. The District's surface water discharge permit is issued pursuant to Section 402 of the Act, 33 U.S.C. s 1342, and M.G.L c.21, s 43
- 1.1.26 "pH" shall mean the logarithm (base 10) of the reciprocal of the concentration of hydrogen ions expressed in grams per liter of solution.
- 1.1.27 "Sanitary Sewage" shall mean liquid and water-carried human and domestic wastes from residences, commercial buildings, industrial plants and institutions, exclusive of ground, storm and surface water and exclusive of industrial wastes.
- 1.1.28 "SCADA" (Supervisory Control and Data Acquisition) shall mean the instrumentation to allow for conveying remote signals to electronic controls and computer system to assist with monitoring data.
- 1.1.29 "Septage Regulations" shall mean the latest edition of the Mansfield Septage Regulations (attached as Appendix D) until such time as the District adopts its own regulations. Each Member Town must adopt, by or upon the Effective Date, as a minimum, the Septage Regulations in use by the District. Definitions of terms within that document shall be interpreted in accordance with EPA and/or DEP Regulations.
- 1.1.30 "Sewer Use Regulations" shall mean the latest edition of the Mansfield Sewer Use Regulations (attached as Appendix C) until such time as the District adopts its own regulations. Each Member Town must adopt, by or upon the Effective Date, as a minimum, the Sewer Use Regulations in use by the District. Definitions of terms within that document shall be interpreted in accordance with EPA and/or DEP Regulations.
- 1.1.31 "Shall" is mandatory, "may" is permissive.
- 1.1.32 "Slug" shall mean any discharge of water, wastewater, or industrial waste which in concentration of any constituent or in quantity of flow exceeds for any period of duration longer than fifteen (15) minutes, more than five (5) times the average twenty-four (24) hour concentration or flows during normal operation.

1.1.33 "Total Flow" shall mean the total amount of wastewater flowing into the Common District System and includes the wastewater and I/I contributed to such system by the Member Towns and all of their users. Total flow for each Member Town shall be based on measured flows from each Member Town plus (or minus) a proportional adjustment using "existing" or "expanded" flows as appropriate for Infiltration/Inflow (I/I) in Common District System (currently estimated to be 157,000 gpd, for metered recycle flows at the treatment facility (measured at the treatment plant), and for the leachate flow from the Fruit Street grit and sludge landfill area in Mansfield (measured at leachate pumping station) or any other District approved method. Estimated I/I flows should be periodically checked at a frequency to be determined by the Commission.

Total flow shall be the recorded flow received each day. The Average Annual Flow shall be reported as the monthly average flow for the previous 12 months.

1.1.34 "Total Flow Allocation" shall mean the amount of wastewater treatment facility capacity dedicated and reserved for use (owned) by each Member Town.

1.1.35 "Total Suspended Solids" (abbreviated TSS) shall mean solids that either float on the surface of, or are in suspension in water, or wastewater, or other liquids and which are removable by laboratory filtering, expressed in milligrams per liter by weight (or pounds per day).

1.1.36 "User Charges" shall mean a charge levied on Member Towns of the District for the cost of operation and maintenance, repairs and associated capital payment costs for the Common District System.

1.1.37 "Wastewater" shall mean the spent water of the Member Towns and may be a combination of the liquid and water carried wastes from residences, commercial buildings, industrial plants and institutions, together with any ground, storm, and surface waters that may be present.

1.1.38 "WPCF" shall mean the District's Water Pollution Control Facility where wastewater treatment takes place.

## **Section 2: Wastewater Characteristics**

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

2.2 Member Towns shall adopt as a minimum the rules, regulations and requirements of the District proscribing and limiting the content of wastewater discharged into the sewers that

convey flow to the Common District System. The rules, regulations and requirements include but are not limited to:

- 2.2.1 Sewer Use Regulations (Mansfield latest version until the District adopts new regulations)
- 2.2.2 Septage Regulations (Mansfield latest version until District adopts new regulations)

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

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

### **Section 3: Wastewater District Commission**

#### **3.1 Appointment**

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

Each Member Towns shall appoint two (2) Commission members, except that Mansfield shall appoint three (3) Commission members. The representatives shall be appointed by the board of each Member Town having the authority of Water & Sewer Commissioners, except that one (1) of Norton's members shall be appointed by its Board of Selectmen.

Notwithstanding any general or special law to the contrary, a board of each Member Town may appoint members from its own board as representatives to the Commission.

Refer to Appendix A, Exhibit A for a summary of membership of the Commission.

### 3.2 Term

The initial appointment of a member of the Commission shall be for terms of three (first one by Sewer Commissioners), two and, (in the case of Mansfield) one year respectively, and upon completion each of those terms shall be followed by a successive three year term. Terms shall begin on July 1<sup>st</sup> and end on June 30<sup>th</sup> of the appropriate year. Each member shall serve on the Commission until his/her successor is duly appointed and sworn into office by the Town Clerk of the Member Town.

Member Towns shall make appointments to the Commission annually, by June 1<sup>st</sup>.

### 3.3 Resignation and Removal

A member of the Commission may resign by filing with the Commission a written notice of resignation with a copy thereof to his/her appointing board, the Board of Selectmen and Town Clerk of the Member Town. A member of the Commission may be removed from that office by vote of the board or boards by whom he/she was appointed, acting in its sole discretion. Such removal shall become effective upon the date of receipt by the Commission of written notice from the Town Clerk of the Member Town.

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

### 3.4 Vacancy

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

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

### 3.5 Organization

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

At the same meeting or at any other meeting, the Commission shall appoint the following additional officers: a treasurer, who shall not be a member of said Commission, and such other officers as it deems advisable and describe the powers and duties of any of its

officers, fix the time for its regular meetings and provide for the calling of special meetings.

The District's treasurer shall receive and take charge of all funds belonging to the District and shall pay any bill of the District which shall have been approved by the Commission. The treasurer may, as authorized by vote of said Commission, be compensated for his/her services. The treasurer of the District shall be subject to Sections 35, 39B, 52, and 109A of Chapter 41 of the Massachusetts General Laws, and Chapter 101 of the Acts of 2010 to the extent applicable.

### 3.6 Powers and Duties

The Commission shall have all the powers and duties conferred and imposed upon such commissions by law and conferred and imposed upon it by Chapter 101 of the Acts of 2010 and this Agreement, and as may be provided in any other applicable Massachusetts general law or special act hereinafter enacted. The Commission shall have the authority to enact, and to amend from time to time, such regulations as it deems necessary to provide the services and to operate and maintain the facilities covered by this Agreement, which regulations may include management of the sewer collection, pumping, treatment, reuse and recharge facilities, and any directly related facilities in the Member Towns.

As authorized in Section 11 of the Enabling Act, the Commission has all rights and powers to prosecute violations of the regulations within the political bounds of each Member Town.

### 3.7 Quorum

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

**Financial Business Matters** – For transaction of financial business matters, a quorum shall be at least five (5) of the Commission members authorized by the terms of this Agreement to vote thereon with at least one representative from each of the Member Towns. For purposes of this paragraph, the term "financial business matters" shall be those matters that involve or concern an expenditure, liability, claim, or other thing of value in an amount of \$25,000 or more.

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

## **Section 4: Location of Common District System**

### 4.1 Location

Initially, all Common District System facilities shall be located within the limits of the Member Towns and are as described below:

Conveyance System – a gravity interceptor located in a former railroad bed which conveys wastewater from the three Member Towns to the District’s wastewater treatment facility. The interceptor begins at a manhole north of Route 495 near Fruit Street in Mansfield, MA and ends at the District wastewater treatment plant located at the intersection of Hill and Crane Streets in Norton, MA.

Water Pollution Control Facility – a 3.14 mgd wastewater treatment facility that utilizes the activated sludge process followed by filtration and disinfection prior to discharge in an outfall to the Three Mile River in Norton, MA. The facility was placed online in 1986 and has had periodic upgrades constructed to several process components. Trucked septage from the Member Towns shall be received at the treatment plant. The NPDES Permit for this facility is MA0101702.

Effluent Recharge Sites – two sites in Norton formerly known as the “Kok Property” on Crane Street and the “Reilly Property” on Pine Street, for effluent recharge to accommodate flow over and above the 3.14 mgd outfall river discharge. The former Reilly Property has buffer restrictions associated with its use.

Sludge and Grit Landfill – three sludge and grit landfill cells are located at a site in Mansfield, MA off of Fruit Street. Dewatered sludge and grit from the WPCF were landfilled at this site up until about 2011. The landfill cells have a leachate collection system and associated pumping station and forcemain for discharge to a nearby sewer for conveyance to the treatment plant in Norton, MA.

Refer to Figure 1 of Appendix E for an overview of the Common District System and to Appendices F and G for detailed descriptions, listings of major equipment and Pine Street buffer restrictions.

#### 4.2 Plans

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

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

#### 4.3 Conveyance and Transfer

The Member Towns shall transfer and convey certain real property, personal property, equipment and other assets to the District (including property and assets to establish the

Common District System) in accordance with an agreement entitled, "Agreement to Convey Real Property and Transfer Assets", attached hereto as Exhibit H.

## **Section 5: Apportionment and Payment of Costs**

### **5.1 Classification of Costs**

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

### **5.2 Capital Costs**

Capital Costs shall include all expenses in the nature of capital outlay, including but not limited to the cost of acquiring land, the cost of constructing, reconstructing or adding to buildings, the treatment plant, roads, pipe lines and utility lines, the cost of consulting/engineering services, related legal costs, the cost of any equipment necessary for the operation of the Common District System and any other related costs. Capital Costs shall also include payment of principal and interest on short-term borrowing, bonds and notes or other obligations issued by the District to finance Capital Costs adjusted to reflect interest earnings on reinvestment of borrowings. Capital Costs shall include a reserve fund as a percentage ("the reserve fund percentage") of Capital Cost expenditure to be determined as part of the District budget pursuant to Section 6, below. The minimum cash reserve fund shall be as approved by the Commission but shall not exceed 15 percent of the annual budget.

The minimum threshold to be defined as a Capital Cost shall be \$25,000, unless as otherwise established by the Commission.

5.2.1 The parties anticipate that the debt service obligations related to the facilities being acquired by the District pursuant to Section 4.3, above, that are currently obligations of Mansfield will be assigned to the District in connection with the consummation of the Agreement to Convey Real Property and Transfer Assets. Until such assignments are fully effected, Mansfield will continue to pay the full amount of the debt service obligations; provided, however that the District shall promptly reimburse Mansfield for the full amount of all such debt service payments made by Mansfield together with any costs or expenses reasonably incurred in connection therewith.

### **5.3 Operating Costs**

Operating Costs shall include all costs incurred by the District not included in Capital Costs as defined in Section 5.2. Operating Costs shall include a cash reserve determined by multiplying operating cost expenditures by the cash reserve percentage approved by the Commission.

- 5.3.1 The District shall maintain an adequate and separate cost accounting system which shall be the basis for the determination and allocation of costs for the operation, maintenance and repair of the Common District System. The accounting system shall be available for inspection by Member Towns via their appointed Commission representatives, during normal business hours. Quarterly statements (financial and flow data) shall be sent to Member Towns by the District within 30 days of the end of each quarter.
- 5.3.2 The District shall maintain detailed cost accounting records for the operation, maintenance, repair and/or replacement of each of the following facilities or group of facilities:
- a) Conveyance Facilities: The interceptor sewers and any other sewers, pumping stations and forcemains utilized to convey Member Towns' wastewater through the Common District System to the District's wastewater treatment facility. The costs of operating and maintaining the Common District System shall be apportioned on the basis of the actual total quarterly flows through the Common District System conveyance facilities from each Member Town.
  - b) Wastewater Treatment Facility: The cost of operating the District's wastewater treatment facility (including the liquid sludge hauling, and sludge and grit landfill) and outfall pipe and land/ groundwater recharge facilities shall be apportioned as described in Section 5.3.6 and Section 5.3.7.
- 5.3.3 In the event that financial assistance from state and/or federal agencies not otherwise provided for herein becomes available toward the annual operating costs of the Common District System, then such assistance shall be used to reduce the appropriate operation, maintenance and repair costs of the District.
- 5.3.4 User Charges shall be due quarterly on July 15, October 1, January 1 and April 1, each year.

The District shall submit to each Member Town its estimated Operating Costs of the Common District System for the next fiscal year, in writing, by December 1st of each year so that the Member Towns may budget accordingly. The final assessment of each respective Member Town's User Charges, as approved by the Commission, shall be delivered to each Member Town on or about January 15th.

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

In July of each year, the District shall determine the actual Operating Costs of the Common District System for the previous fiscal year (based on a 12-month rolling average wastewater flow calculated on a monthly basis). In the event that the total amount of the quarterly payments exceeds the annual Operating Costs due from a Member Town, any excess shall be credited to the subsequent quarterly bill.

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

Refer to Appendix A, Exhibit B for a User Charge Payment Schedule.

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

- 7) Common District System conveyance facilities Infiltration and Inflow (I/I) maintenance salaries and expenses.
- b) Flow variable costs
    - 1) Liquid sludge hauling and disposal expenses
    - 2) Electricity and chemical expenses of the Common District System.
  - c) A sample table depicting semi-fixed and flow variable costs is included in Appendix A, Exhibit C.
- 5.3.8 Any Operating Costs that have not been considered under this Article that may arise in the future will be designated as semi-fixed or flow variable by the Commission. Each Member Town shall be notified in writing ninety (90) days prior to being charged for such costs not previously considered under this Article.
- 5.3.9 In the event that a Member Town's total wastewater annual flow entering the Common District System within any quarter exceeds ninety percent (90%) of the Member Town's total wastewater annual flow allocation (defined as a 12-month rolling average calculated on a monthly basis and as stated in Section 5.4.3) assigned to it under this Agreement, then that Member Town's wastewater authority and the Commission shall enter into negotiations to either (i) allocate more capacity from another Member Town per Section 10 of this Agreement; (ii) define measures to reduce the quarterly flow increase to keep the existing flow total of the Member Town within its allocation; (iii) plan for expansion of appropriate facilities to be paid for by that Member Town; or (iv) take any other appropriate action as required to enforce flow capacity allocations.
- 5.3.10 In the event a Member Town's total wastewater annual flow allocation is exceeded in any month within a three month billing quarter, then that Member Town shall meet with the Commission to review progress relative to a plan developed in accordance with Section 5.3.9, above. If the Member Town's total wastewater annual flow capacity exceeds the 12-month rolling average annual flow allocation (not the average monthly flow) for any month within a quarter, then the Member Town shall pay its semi-fixed cost at the actual percentage flow of that Member Town's allocation plus an additional five (5) percent of that cost as a penalty, with the other Member Town(s) receiving proportional payment credits based on their respective capacity owned. This penalty payment shall occur each quarter until the 12-month rolling average annual flow of the violating Member Town is below its flow capacity for all three months in a quarter. In addition, if there is a resultant permit violation and fine, attributed to the increased flow, then the responsible Member Town shall pay the entire fine and any other related costs (legal, engineering, etc.).

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

5.4 Apportionment of Capital Costs

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

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

Capital Costs shall be apportioned among the Member Towns and charged annually in the following manner:

5.4.1 Existing Flow Capacity Allocation (as of the Effective Date)

<i>Member Town</i>	<i>Total Flow Allocation</i>	<i>Percent Owned</i>
Mansfield	1.98 mgd	63.06%
Foxborough	0.66 mgd	21.02 %
Norton	0.50 mgd	15.92 %
<b>Total</b>	<b>3.14 mgd</b>	<b>100 %</b>

5.4.2 Expansion Flow Capacity Allocation (Construction of expansion to begin per Section 18.7)

<i>Member Town</i>	<i>Total Flow Allocation</i>	<i>Percent Owned</i>
Mansfield	0.665 mgd	66.50 %
Foxborough	0.170 mgd	17.00 %
Norton	0.165 mgd	16.50 %
<b>Total</b>	<b>1.000 mgd</b>	<b>100 %</b>

**Note: Mansfield flows include potential customer flow from Easton (165,000 gpd)**

5.4.3 Expanded Total Flow Capacity Allocation

<i>Member Town</i>	<i>Total Flow Allocation</i>	<i>Percent Owned</i>
Mansfield	2.645 mgd	63.89 %
Foxborough	0.830 mgd	20.05 %
Norton	0.665 mgd	16.06 %
<b>Total</b>	<b>4.14 mgd</b>	<b>100 %</b>

5.5 Apportionment of Operating Costs

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

- 5.5.1 Semi-fixed operating costs: Semi-fixed Operating Costs will be apportioned annually to the Member Town in the same ratio based on capacity owned, as provided for Capital Costs.
- 5.5.2 Flow-variable operating costs: Upon the commencement of operations of any District facility, flow based Operating Costs for the Common District System will be assessed to the Member Towns based upon the average daily flow as measured at the District flow meters and adjusted by the same ratio for Capital Costs for Infiltration/Inflow (I/I) in Common District System, for metered recycle flows at the treatment facility, and for leachate flow from the grit and sludge landfill area.

#### 5.6 Times of Payment of Apportioned Costs

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

July 15 <sup>th</sup>	25%
October 1 <sup>st</sup>	50%
January 1 <sup>st</sup>	75%
April 1 <sup>st</sup>	100%

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

### **Section 6: District Budget**

#### 6.1 Fiscal Year

The fiscal year of the District shall commence July 1 and end on June 30.

#### 6.2 Draft Operating and Maintenance District Budget

The Commission shall annually prepare a draft budget for the ensuing fiscal year, attaching thereto provisions for any installment of principal or interest to become due in such fiscal year on any bonds or other evidence of indebtedness of the District and any other Capital Costs to be apportioned to the Member Towns. The Commission shall mail a copy thereof to the Chairman of the Water and Sewer Commission or Board having such authority and to the Board of Selectmen of each Member Town, on or before December 1<sup>st</sup>, and in such detail as the Commission may deem advisable.

### 6.3 Final Operating and Maintenance District Budget

The Commission shall adopt an annual operating and maintenance budget, including debt and interest charges and any other current Capital Costs and cash reserve as separate items, on or before January 15<sup>th</sup> for the ensuing fiscal year. The Commission shall assess the amounts necessary to be raised in order to meet the said budget in accordance with the provisions of Section 5 of this Agreement. The amount so assessed to each Member Town shall, prior to February 1<sup>st</sup> of each year preceding the fiscal year to which said budget relates, be certified by the District treasurer to the treasurer of each Member Town. The Member Towns shall, at the next annual town meeting (if required), seek an appropriation of the amounts so certified.

Refer to Appendix A, Exhibit E for an example Fiscal Year District Budget.

### 6.4 Projected Five Year Budget

The Commission shall adopt a five year budget projection by Member Town once the final operation and maintenance budget has been adopted. This budget shall include each of the line items shown in the final budget as well as any other known items projected to be incurred during that planning period. The Commission shall mail a copy thereof to the Chairman of the Water and Sewer Commission or Board having such authority, and to the Board of Selectmen of each Member Town, on or before December 15<sup>th</sup>, so that each Member Town may utilize this information for budgeting and rate setting purposes.

Refer to Appendix A, Exhibit F for a Schedule of Budget Submittals and Deadlines.

## **Section 7: Incurring of Debt**

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

## **Section 8: Wastewater Services to Member Towns**

### 8.1 Additional Services

The District shall provide wastewater treatment and disposal services to the Member Towns. The District may provide additional wastewater related equipment and services to its Member Towns. Costs for all wastewater related equipment and services not provided to all Member Towns by the District shall be the responsibility of the individual Member Town(s) receiving said equipment and services. The District shall maintain a separate accounting of costs for that equipment and services and the individual Member Town(s)

shall be fully responsible for payment for use of that equipment or services which shall be additionally billed on the quarterly invoice in which the equipment and services were incurred.

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

## 8.2 Equipment

The District may purchase equipment or procure use of equipment that would be utilized by the Member Towns and charged to each Member Town in proportion to the use by that Member Town. The Commission must approve each equipment purchase or procurement and rate to be charged for equipment use

## Section 9: Amendments to Agreement

### 9.1 Limitation

This Agreement may be amended from time to time in the manner hereinafter provided, but no such amendment shall be made which shall substantially impair the rights of the holders of any bonds or other notes or other evidence of indebtedness of the District then outstanding, or the rights of the District to procure the means for payment thereof, provided that nothing in this section shall prevent the admission of a new town or towns to the District subject, however, to the provisions of Section 10 of this Agreement and the reapportionment of Capital Costs of the District represented by the bonds or notes of the District then outstanding and of the interest thereon.

### 9.2 Procedure

Any proposal for Amendment, except a proposal for Amendment providing for the withdrawal of a Member Town (which shall be governed by Section 11) may be initiated by a favorable vote of two-thirds of the members of the Commission, with at least one affirmative vote coming from each Member Town. The Commission shall mail or deliver a notice in writing to the Chairman of the Water and Sewer Commissioners or Board having such authority, and to the Board of Selectmen of each of the Member Towns that a proposal to amend this Agreement has been received by the Commission and shall enclose a copy of such proposal. This notice shall be sent 60 days prior to any vote by the Commission on the proposed amendment after which the Commission may proceed to vote on the proposed Amendment.

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

1. An affirmative vote on the amendment by two-thirds of the Commission members ;

2. The subsequent ratification of the Commission vote by each of the Member Towns acting by majority vote at an Annual or Special Town Meeting.

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

### 9.3 Programmed Reviews

The Commission shall undertake a formal review of this Agreement within five (5) years of the Effective Date and, thereafter, at least once every ten (10) years. Any Amendments to the Agreement in the interim shall reset the review period and specifically state the review date in that amendment.

## **Section 10: Admission of New Member Town(s)**

### 10.1 Admission Requirements

By an Amendment to this Agreement in accordance with Section 9 above, any other town or towns may be admitted to the District.

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

Each new Member Town acting through its Board of Selectmen and Sewer Commission or board having the authority of sewer commissioners will become a signatory to this Agreement as amended following the amendment process as set out in Section 9.2 above and upon ratification of the Agreement as amended by majority vote of the town meeting of the new Member Town.

### 10.2 Admission Costs

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

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

## **Section 11: Withdrawal from District**

### 11.1 Limitations

A Member Town may withdraw from the District by an Amendment to this Agreement in the manner provided by this Section. Any Member Town seeking to withdraw shall, by

vote at an Annual or Special Town Meeting, request the Commission to prepare an Amendment to this Agreement setting forth the terms by which such Member Town may withdraw from the District, provided that the said Member Town shall be liable to the District as defined in the following paragraphs for its share of the indebtedness of the District outstanding at the time of such withdrawal, and for interest thereon, to the same extent and in the same manner as though the Member Town had not withdrawn from the District. The Member Town seeking to withdraw shall only be allowed to do so if another customer or Member Town has agreed to purchase the capacity of the withdrawing Member Town.

#### 11.2 Procedure

A Commissioner of the Member Town seeking to withdraw shall notify the Commission in writing that such Member Town has voted (by the appropriate governing body) to request the Commission to prepare an Amendment to the Agreement (enclosing a certified copy of such vote). Thereupon, the Commission shall prepare a proposed Amendment to the Agreement setting forth such terms of withdrawal as it deems advisable, subject to the limitation contained in subsection 11.1. The terms of withdrawal shall insure that the withdrawing Member Town will pay its share of borrowing in anticipation of revenue which may be outstanding at the time of withdrawal. The Commission shall mail or deliver a notice in writing to the Chairman of the Water and Sewer Commissioners and to the Board of Selectmen of the Member Town seeking to withdraw that the Commission has prepared a proposed Amendment to the Agreement providing, for the town's withdrawal (enclosing a copy of such Amendment). The Board of Selectmen of the Member Town seeking to withdraw shall include in the Warrant for the next Annual or Special Town Meeting, an Article stating the Amendment or the substance thereof. If approved, the Amendment shall take effect as stipulated.

#### 11.3 Cessation of Terms of Office of Withdrawing Town's Members

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

#### 11.4 Apportionment of Costs After Withdrawal

Any future installment or portion thereof, of any principal and interest on debt obligations outstanding on the effective date of withdrawal of a Member Town, which obligations were incurred by the District as a local service cost attributable to such withdrawing Member Town, shall continue to be assessed to such withdrawing Member Town until the outstanding debt obligations are satisfied or appropriately transferred to an authorized successor. Due dates of payment shall be as specified in Section 5.

The withdrawing Member Town's annual share of any future installment of principal and interest on obligations outstanding on the effective date of its withdrawal shall be computed in the same manner as in Section 5 until the outstanding obligations are satisfied or appropriately transferred to an authorized successor. Due dates of payment shall be as specified in Section 5.

## **Section 12: Measurement of Flow**

12.1 The District measurement of wastewater flow shall be as follows:

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

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

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

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

The District shall have the right to check the operation and accuracy of all system meters and the cost of these checks shall be borne by the District. System meters

are defined as those meters utilized to calculate the flow received from each Member Town. Should a flow discrepancy of more than the accepted industry accuracy standard for that given meter type be detected pursuant to this District check, then the Member Town shall recheck their meter at their costs and take any appropriate action to rectify or correct discrepancy so that accuracies are again within the industry standard. The District shall maintain a listing of the agreed upon industry accuracy standards by meter type.

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

### **Section 13: Sampling of Wastewater Flow**

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

In the event that wastes of unusually high strength (per industry standards) are detected by the District, then the appropriate Member Town shall be responsible for determining the source and/or cause of the high strength waste and shall take appropriate actions to make sure it is in accordance with the District's Industrial Pretreatment Program contained within the District's Sewer Use Regulations.

### **Section 14: Notice of Flow Changes**

- 14.1 Each Member Town agrees to notify the District as far in advance as possible of any anticipated or planned significant (greater than 25,000 gpd) increases or decreases in wastewater flow discharged into the Common District System by that Member Town.

- 14.2 Each Member Town agrees to provide to the District, on a semi-annual (twice per year) basis, a summary of connection permit data for new sewer connection permits issued by the Member Town. Said information shall include an estimate of capacity to that particular new user and these individual estimates shall be compared to actual use from time to time.
- 14.3 Each Member Town hereby agrees to take all appropriate actions necessary to enforce conformance with all District wastewater regulations by all customers within the Member Town's sewer service area. Each Member Town shall be responsible for any fines or penalties issued to the District as a result of that Member Town's failure to act in accordance with this provision.

### **Section 15: Pretreatment**

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

### **Section 16: Trucked Wastes**

- 16.1 Each Member Town shall adopt and enforce the District's Septage Regulations (as of the Effective Date) as a minimum standard.
- 16.2 The District shall accept and treat at its treatment facility wastes from the Member Towns' (and their customers) septic tanks, and cesspools, provided that all persons operating vacuum or "cesspool" pumping trucks desiring to discharge these wastes at the District's facility shall first acquire a trucker's discharge permit from the District, make payment for treatment costs at the rates fixed from time to time by the District, and be subject to the conditions of the District's sewer use policy regulating truckers' discharges.
  - 16.2.1 Each Member Town agrees that all wastes to be discharged into the Common District System must be in accordance with the District's regulations.
  - 16.2.2 Each Member Town hereby agrees that at no time will it intentionally allow the discharge of any wastewater in to the Common District System which are

economically and/or technically more burdensome to treat than those described in the District's regulations.

- 16.3 The District will maintain records for such received wastes and make such records available to each Member Town.
- 16.4 Nothing in this Section or this Agreement shall restrict the District's right to limit the total flow through the District's wastewater treatment facility, allocate capacity for septage handling, or modify or change the allocation as operating conditions require.
- 16.5 Revenue from all trucked wastes shall be deemed District revenue and reflected accordingly in the annual budget.
- 16.6 Provided sufficient capacity remains available for Member Towns, nothing in this Agreement shall restrict the District's right to accept trucked wastes from sources outside of the Member Towns.

**Section 17: Contract Administration**

- 17.1 The responsibility for enforcement and administration of this Agreement shall be assigned to the District's Executive Director, subject to oversight by the Commission. All reports, requests, permit issues, questions, etc. shall be addressed to the Executive Director.
- 17.2 In the event that a dispute arises regarding the Executive Director's enforcement or interpretation of the terms of this Agreement, the aggrieved party may petition the Commission. The petition shall be submitted through the appropriate Member Town's Board of Water and Sewer Commissioners or board having such authority and shall be addressed to the attention of the District's Executive Director, who shall present it to the Commission at its next regularly scheduled meeting. The Member Town's Board and the Commission will attempt to resolve the dispute; however, the final decision rests with the Commission, subject to the provisions in 17.3, below.
- 17.3 If the matter is not resolved to Member Town's satisfaction, the Member Town may then seek to utilize the dispute resolution provisions:

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

- (a) The Parties to the dispute shall endeavor to resolve the dispute amicably and directly with each other, by conducting a meeting(s) of the designated representatives of the involved Parties. A Party believing to be aggrieved by a dispute shall first send written notice of the dispute to the other, relevant Party or Parties, detailing the nature or basis of the dispute and citing the provisions of this Dispute Resolution Provision. Upon receipt of such written notice, the Parties shall work cooperatively to schedule a meeting to attempt to amicably resolve the dispute. In any

event, the meeting shall be held within twenty (20) business days of the date of delivery of said written notice of the dispute (if the dispute involves multiple Parties, the effective date shall be the date of delivery of notice to the last Party).

- (b) If, after twenty (20) days from the date of the first meeting held in accordance with paragraph (a), above, the Parties are unable to resolve any dispute between them, the aggrieved Party shall make written demand upon the other Party (Parties) to submit the dispute to mediation. The Parties shall begin promptly, but not later than fourteen (14) days after receipt of a written demand to mediate, to engage in selection of a mediator and scheduling of a mediation session. The mediation shall be governed by the mediation rules of the American Arbitration Association then in effect, unless an alternative method of mediation is mutually elected by all Parties in writing. If the Parties cannot agree on the selection of a mediator, either Party may seek appointment of a mediator by the local office of the American Arbitration Association, who shall promptly schedule the matter for mediation.
- (c) If the dispute cannot be resolved through mediation and the dispute involves fines, penalties, permit and connection fees, contractual terms, damages of \$100,000.00 or less or any question involving the sum of \$100,000.00 or less or if a Party fails to engage in mediation as required herein, the Commission and the aggrieved party shall enter into binding arbitration governed by the rules of the American Arbitration Association and the award in arbitration shall be the aggrieved party's sole remedy at law or in equity.
- (d) As to all other disputes, the aggrieved party may submit the dispute to a court of competent jurisdiction in the Commonwealth of Massachusetts for resolution or court order.

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

## **Section 18: Transition Items**

### **18.1 Initial Budget**

18.1.1 The District shall adopt the fiscal year budget created by Mansfield for the treatment plant during its initial year of operation, or portion thereof, and shall work to create the next fiscal year budget according to the timelines stated herein.

18.1.2 After the initial Commission is organized, it shall review the status of the existing operating and maintenance budget and make any necessary revisions as a result of the creation of the District at that point in time for the balance of the then-fiscal year. Copies of such revised budget shall be submitted to the Chairman of the Water and Sewer Commission or Board having such authority and to the Board of Selectmen, if different, for each Member Town. The Commission shall adopt a budget not earlier than sixty (60) days, but within ninety (90) days after the proposed budget has been so submitted. The

amount of said budget shall be apportioned among the Member Towns according to the provisions of Section 5 hereof. The District Treasurer shall certify to the Treasurer of each Member Town its respective shares of said budget. The sums thus certified shall be payable by each Member Town to the District.

#### 18.2 Initial Management and Operation of District Facilities

The Enabling Act authorizes the District to enter into contracts for the operation and management of District facilities. Initially, the District will enter into a Management and Operations Agreement with the Town of Mansfield in substantially the form attached here to as Appendix I.

#### 18.3 Pretreatment and Sewer Use Bylaws

The District shall develop and adopt its own pretreatment and sewer use regulations. In the interim the District shall, at a minimum, adopt the existing Mansfield Sewer Use Regulations and Septage Regulations (latest versions) as appropriate.

#### 18.4 Abandonment of Compost Facility and Sludge Landfills

The existing wastewater treatment facility has recently implemented a transition from sludge composting and landfilling to hauling of thickened sludge to permitted facilities for sludge disposal. This will result in the abandonment of the compost facility and the potential abandonment of the sludge and grit landfills if an alternate source for grit disposal is found. Mansfield owns the land off Fruit Street in Mansfield where these facilities are sited.

Provided the composting facility decommissioning is approved by DEP, title to the remaining facilities and land located off of Fruit Street shall remain with Mansfield.

Should the District decide to abandon use of the sludge and grit landfill cells in the future or when they reach capacity, the District will be required to pay for appropriately closing (capping) the cells per DEP regulations. Once the landfill cells are capped, the District shall pay to operate and maintain the leachate collection and conveyance systems, leachate pumping station, leachate flow measuring systems, grass mowing and surface maintenance, and any future monitoring systems associated with the landfill cells as part of the Common Wastewater System. If any of the landfill cells are mined in the future and thus eliminated, then the land under that cell shall remain with Mansfield. Liability for future issues that arise from past use of the landfill cells shall be with the District.

In connection with the District's responsibilities relative to the property located off of Fruit Street as described above, Mansfield shall, from time to time:

- i. cooperate with the District in all matters associated with any regulatory approvals or permits required for or associated with the District's obligations herein;

- ii. sign or co-sign any applications required by the District to fulfill its obligations herein;
- iii. assist in any grant applications the District may prepare or propose for obtaining assistance in fulfilling the District's obligations herein;
- iv. not oppose any applications or grants applied for or received by the District; and
- v. allow the District, its employees, agents, contractors and subcontractors access to the subject property for all purposes required by law or as otherwise necessary to allow and enable the District to fulfill its obligations herein.

Capital Costs for these facilities will be paid for at the existing flow capacity allocation per Section 5.4.1.

#### 18.5 National Pollution Discharge Elimination System (NPDES) Permit

Mansfield and the District shall notify EPA and DEP that the District is assuming the Mansfield NPDES permit (NPDES Permit No. MA0101702) in effect at the time the District is established and the District shall be responsible for all such permit terms and conditions from that date forth.

#### 18.6 Norton Water Supply Well

Norton operates a municipal water supply well located off of Pine Street (referred to as Well No. 1 in reports evaluating effluent recharge in that area and officially recorded as Well 07G-10017). Studies to date have indicated minimal to no impact on this well from effluent recharge at the so called "Reilly Property" site. Should future impacts to this well result directly from the District's effluent recharge at that site that impact current and future drinking water standards, then the District will be required to finance and take appropriate mitigation steps to address the identified issue.

#### 18.7 Schedule for Upgrade and Expansion of WPCF

18.7.1 Design. Design of the District treatment plant expansion and nutrient removal upgrade to meet the Draft NPDES permit must be completed within two (2) years from the Effective Date.

18.7.2 Construction. Construction of the District treatment plant expansion and nutrient upgrade to meet the Draft NPDES permit must be substantially completed within five (5) years from the Effective Date.

18.7.3 Permit Compliance. New NPDES permit limits (as listed in the Draft NPDES permit advertised July 1, 2013) will be in effect five (5) years from the effective date of the permit.

**Section 19: Annual Payment to Norton (APN)**

19.1 The expanded wastewater treatment plant and the new effluent recharge facilities required as part of the expansion are and will be located on land in Norton. As such, the District will make an Annual Payment to Norton (APN) as defined in Section 1.1.1.

19.2 The APN to be paid to Norton will be an Initial Year Value of \$200,000. The first APN payment shall be paid in fiscal year 2016.

19.3 The APN payment shall be adjusted in two phases. The value in Year 1 is \$200,000. An increase of \$10,000 shall be added annually for Years 2 through 16, resulting in a Year 16 payment to Norton of \$350,000.

19.4 The APN payment starting in Year 17 shall be determined by the Commission. Nonetheless, the minimum increase to the APN shall be 2.5 percent and the maximum increase shall be 8 percent. Potential adjustment methods to be considered by the Commission include adding another lump sum annual fee as utilized in phase one; utilizing an appropriate Consumer Price Index, or some other factor that is appropriate for use in this industry.

19.5 The District shall make the APN payments in quarterly installments, with 25 percent of the annual APN due each quarter.

19.6 Refer to Appendix A, Exhibit G for a Draft APN Payment Schedule.

**Section 20: Counterparts**

This Agreement may be executed in multiple counterparts, each of which shall be deemed and original, and all of which together shall constitute a single instrument.

[Signature pages follow]

IN WITNESS WHEREOF, THIS Agreement has been executed by the Board of Selectmen acting as Sewer Commissioners for the Town of Mansfield, Massachusetts as of the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

BOARD OF SELECTMEN  
for the Town of Mansfield

By

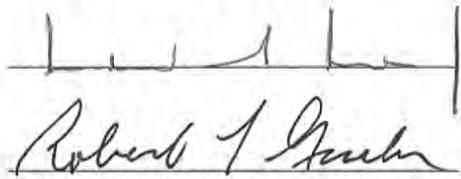


The image shows four handwritten signatures, each written on a horizontal line. The signatures are written in black ink and are somewhat stylized. The first signature is the most legible, appearing to read 'JL McVeechus'. The second signature is a cursive 'D'. The third signature is 'George R. Denton'. The fourth signature is a cursive 'M'.

IN WITNESS WHEREOF, THIS Agreement has been executed by the Board of Water and Sewer Commissioners of the Town of Foxborough, Massachusetts as of the twenty third day of June, 2014.

BOARD OF WATER AND SEWER COMMISSIONERS  
for the Town of Foxborough

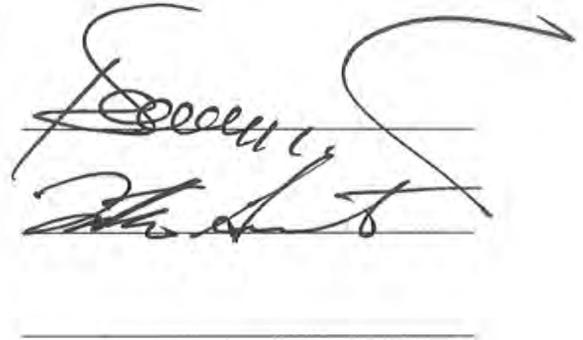
By

IN WITNESS WHEREOF, THIS Agreement has been executed by the Board of Water and Sewer Commissioners of the Town of Norton, Massachusetts as of the 26 day of JUNE, 2014.

BOARD OF WATER AND SEWER COMMISSIONERS  
for the Town of Norton

By

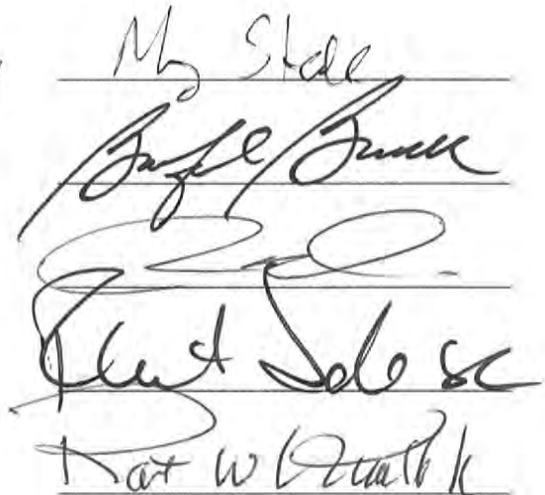


A handwritten signature in cursive script, written over a horizontal line. The signature is somewhat stylized and difficult to decipher, but appears to be a name starting with 'S'.

IN WITNESS WHEREOF, THIS Agreement has been executed by the Board of Selectmen of the Town of Norton, MA as of the 26 day of JUNE, 2014.

BOARD OF SELECTMEN  
for the Town of Norton

By



Four handwritten signatures in cursive script, each written over a horizontal line. The signatures are: 1. 'My Stale', 2. 'Gabe/James', 3. 'Glen Solo sc', and 4. 'Nat W. B. Smith k'.

## **Appendix A – Exhibits**

Exhibit A	Wastewater District Commission – Summary of Membership – (Section 3.1)
Exhibit B	User Charge Payment Schedule – (Sections 5.3 and 5.6)
Exhibit C	Example Semi-fixed and Flow Variable Operations Costs – (Section 5.3)
Exhibit D	Flow Payment Penalty Scenario – Example – (Section 5.3.10)
Exhibit E	Example Fiscal Year (2015) – District Budget – (Section 6.3)
Exhibit F	Second of Budget Deadlines/Submittals – (Section 6.4)
Exhibit G	Annual Payment to Norton – APN – Draft Payment Schedule – (Section 19)

**Exhibit A**  
**Wastewater District Commission – Summary of Membership**  
**Section 3.1**

Appointed By	Member Towns		
	Mansfield (3 Members)	Foxborough (2 Members)	Norton (2 Members)
Water & Sewer Commissioners	3	2	1
Board of Selectmen	0	0	1
<b>Total</b>	<b>3</b>	<b>2</b>	<b>2</b>

**Exhibit B**  
**User Charge Payment Schedule**  
**(Sections 5.3 and 5.6)**

Payment	User Charges	Payment Schedule
	December 1 <sup>st</sup>	District submits draft budget to member towns.
	January 15 <sup>th</sup>	District submits final budget to member towns
	July	District determines actual operating costs of Common District System for previous fiscal year.
25%	July 15 <sup>th</sup>	Payment date for user charges; 1st quarter
50%	October 1 <sup>st</sup>	Payment date for user charges; 2 <sup>nd</sup> quarter
75%	January 1 <sup>st</sup>	Payment date for user charges; 3 <sup>rd</sup> quarter
100%	April 1 <sup>st</sup>	Payment date for user charges; 4 <sup>th</sup> quarter

**Notes:**

1. If quarterly payments > operating cost:  
Then credit October payment
2. If total annual quarterly payment (QP) < actual annual operating cost (OC):  
 $OC - QP = \text{Difference}$   
**Difference**
  - Pay within 60 days, of 4<sup>th</sup> quarter payment due date
3. If difference not paid on time, amount due:  
**Difference + Penalty**
  - Pay difference at up to 12% interest
  - Or
  - Actual operating cost if greater

**Exhibit C**  
**Example Semi-fixed and Flow Variable Operation Costs**  
**(Section 5.3)**

**FISCAL YEAR 2014 - ADOPTED**

<u>ACCOUNT</u>	<u>DESCRIPTION</u>	<u>SEMI-FIXED APPROPRIATED</u>	<u>FLOW VARIABLE APPROPRIATED</u>	<u>TOTAL APPROPRIATED</u>
60-440-0-1-				
511001	Management	\$172,522.00		\$172,522.00
511002	Supervisory	\$234,365.00		\$234,365.00
511004	Secretarial	\$37,637.00		\$37,637.00
511005	PW Service	\$317,305.00		\$317,305.00
5120	Seasonal Support	\$0.00		\$0.00
513001	Scheduled OT	\$37,000.00		\$37,000.00
513030	Unscheduled OT	\$63,250.00		\$63,250.00
514006	Longevity	\$4,850.00		\$4,850.00
514007	Sick Leave Incentive	\$2,500.00		\$2,500.00
514008	Out of Grade Pay	\$4,500.00		\$4,500.00
514009	SCADA Differential	\$30,700.00		\$30,700.00
514010	Personal Services Adjustment	\$9,000.00		\$9,000.00
517000	Employee Benefits	\$378,073.00		\$378,073.00
	<b>SUB TOTAL</b>	<b>\$1,291,702.00</b>	<b>\$0.00</b>	<b>\$1,291,702.00</b>
EXPENSES:				
60-440-0-0-2-				
519008	Phys Fit	\$500.00		\$500.00
521001	Electricity		\$300,000.00	\$300,000.00
521003	Heat	\$90,000.00		\$90,000.00
523001	Water/Sewer	\$2,200.00		\$2,200.00
524001	Maint Bldg & Grounds	\$5,000.00		\$5,000.00
524007	Maint Equipment	\$10,000.00		\$10,000.00
527000	Rentals & Leases	\$16,576.00		\$16,576.00
529009	Contract Service Support		\$477,790.00	\$477,790.00
529010	Annual Maintenance	\$50,000.00		\$50,000.00
529011	Sewer Line Cleaning			
530000	Prof/Tech Services	\$32,200.00		\$32,200.00
530006	Engineering/Arch	\$120,000.00		\$120,000.00
530008	Training Seminars	\$5,000.00		\$5,000.00
530009	Account/Audit	\$5,500.00		\$5,500.00
530010	Legal Fees	\$15,000.00		\$15,000.00
530011	Advertising	\$500.00		\$500.00
530236	Treasurer/Collector Direct Bill			\$4,500.00
534001	Telephone	\$9,000.00		\$9,000.00
534003	Postage	\$12,000.00		\$12,000.00
534005	Printing	\$500.00		\$500.00
542000	Office Supply	\$3,000.00		\$3,000.00
543000	Bldg Supply	\$8,000.00		\$8,000.00
545000	Custodial Supply	\$4,000.00		\$4,000.00
546000	Groundskeeping Supply	\$2,575.00		\$2,575.00

**FISCAL YEAR 2014 – ADOPTED (Cont'd)**

<u>ACCOUNT</u>	<u>DESCRIPTION</u>	<u>SEMI-FIXED APPROPRIATED</u>	<u>FLOW VARIABLE APPROPRIATED</u>	<u>TOTAL APPROPRIATED</u>
548000	Vehicle Parts	\$6,000.00		\$6,000.00
548001	Motor Fuel	\$8,500.00		\$8,500.00
553003	Tool Replacement	\$3,250.00		\$3,250.00
553004	Sand/Gravel	\$1,500.00		\$1,500.00
553006	Chemicals		\$179,000.00	\$179,000.00
553007	WPCF Supply	\$22,000.00		\$22,000.00
558006	Uniforms/Pro Gear	\$7,500.00		\$7,500.00
558011	Operating Supply	\$12,000.00		\$12,000.00
558012	Books/References	\$500.00		\$500.00
570000	Miscellaneous - Mansfield Only			
571000	Transportation	\$50.00		\$50.00
573100	Professional Dev	\$1,725.00		\$1,725.00
574001	Property Insurance	\$43,000.00		\$43,000.00
574004	Workers Compensation Premiums			
578013	Outside RE Taxes	\$34,200.00		\$34,200.00
578014	IPP			
599999	Unfunded Liabilities	\$3,900.00		
	<b>SUB TOTAL</b>	<b>\$535,676.00</b>	<b>\$956,790.00</b>	<b>\$1,493,066.00</b>
	<b>TOTAL OPERATING COSTS</b>	<b>\$1,827,378.00</b>	<b>\$956,790.00</b>	<b>\$2,784,168.00</b>

**Exhibit D**  
**Flow Payment Penalty Scenario – Example**  
**(Section 5.3.10)**

Community		X	Y	Z	Total MGD
		Average Annual Wastewater Flow			
		MGD	MGD	MGD	
Flow Allocation		1.98	0.66	0.50	3.14
Annual Flow (12 month average)					
1 Q1	J	1.45	0.50	0.35	2.30
	A	1.40	0.45	0.32	2.17
	S	1.50	0.50	0.38	2.38
1 Q2	O	1.45	0.45	0.35	2.25
	N	1.50	0.50	0.40	2.40
	D	1.45	0.45	0.35	2.25
1 Q3	J	1.50	0.50	0.35	2.35
	F	1.65	0.58	0.40	2.63
	M	1.75	0.68	0.42	2.85
1 Q4	A	1.90	0.70	0.45	3.05
	M	1.75	0.62	0.40	2.77
	J	1.50	0.55	0.35	2.40
2 Q1	J	1.45	0.48	0.38	2.31
	A	1.41	0.45	0.32	2.18
	S	1.50	0.50	0.35	2.35

Average annual flow allocation exceeded in that month.

**Penalty**

Q3 and Q4 for community Y at 1.05 x quarterly user charge = Ypenalty

**Credits (Q3 & Q4)**

Q3 and Q4 for Community X and Z

$$\text{Community X} = \frac{1.98}{2.48} \times 1.05 \text{ (Community Y Quarterly User Charge)}$$

$$\text{Community Z} = \frac{0.50}{2.48} \times 1.05 \text{ (Community Y Quarterly User Charge)}$$

**Payments Q3 and Q4**

Community	Annual Cost	Quarterly Cost*	Quarterly Adjustment	Revised Quarterly Payment
X	\$2,640 k	\$660 k	0.8 x 10 = (8) k	\$652 k
Y	\$812 k	\$203 k	X 1.05 = +10 k	\$213 k
Z	\$560 k	\$140 k	0.2 x 10 = (2) k	\$138 k

**EXHIBIT E**  
**EXAMPLE FISCAL YEAR (2015) - ADOPTED DISTRICT BUDGET**

ACCOUNT	DESCRIPTION	SEMI-FIXED APPROPRIATED	FLOW VARIABLE APPROPRIATED	TOTAL APPROPRIATED
60-4401-				
511001	Management	\$176,456.00		\$176,456.00
511002	Supervisory	\$259,680.00		\$259,680.00
511004	Secretarial	\$24,240.00		\$24,240.00
511005	PW Service	\$330,546.00		\$330,546.00
512001	Seasonal Support	\$5,000.00		\$5,000.00
513001	Scheduled OT	\$37,000.00		\$37,000.00
513002	Unscheduled OT		\$64,000.00	\$64,000.00
514006	Longevity	\$4,225.00		\$4,225.00
514007	Sick Leave Incentive	\$0.00		\$0.00
514008	Out of Grade Pay	\$2,800.00		\$2,800.00
514009	SCADA Differential	\$32,886.00		\$32,886.00
514010	Personal Services Adjustment	\$9,000.00		\$9,000.00
517000	Employee Benefits	\$382,090.00		\$382,090.00
	<b>SUB TOTAL</b>	<b>\$1,263,923.00</b>	<b>\$64,000.00</b>	<b>\$1,327,923.00</b>
<b>EXPENSES:</b>				
60-4402-				
519008	Phys Fit	\$500.00		\$500.00
521001	Electricity		\$300,000.00	\$300,000.00
521003	Heat	\$95,000.00		\$95,000.00
523001	Water/Sewer	\$2,400.00		\$2,400.00
524001	Maint Bldg & Grounds	\$5,000.00		\$5,000.00
524007	Maint Equipment		\$10,000.00	\$10,000.00
527000	Rentals & Leases	\$16,576.00		\$16,576.00
529009	Contract Service Support		\$460,000.00	\$460,000.00
529010	Annual Maintenance	\$40,000.00		\$40,000.00
529011	Sewer Line Cleaning			
530000	Prof/Tech Services	\$32,200.00		\$32,200.00
530006	Engineering/Arch	\$100,000.00		\$100,000.00
530008	Training Seminars	\$3,500.00		\$3,500.00
530009	Account/Audit	\$5,500.00		\$5,500.00
530010	Legal Fees	\$15,000.00		\$15,000.00
530011	Advertising	\$500.00		\$500.00
530236	Treasurer/Collector Direct Bill			
534001	Telephone	\$9,000.00		\$9,000.00
534003	Postage			
534005	Printing	\$500.00		\$500.00
542000	Office Supply	\$3,000.00		\$3,000.00
543000	Bldg Supply	\$8,000.00		\$8,000.00
545000	Custodial Supply	\$4,000.00		\$4,000.00
546000	Groundskeeping Supply	\$2,575.00		\$2,575.00
548000	Vehicle Parts	\$3,500.00		\$3,500.00
548001	Motor Fuel	\$5,000.00		\$5,000.00
553003	Tool Replacement	\$2,500.00		\$2,500.00
553004	Sand/Gravel		\$0.00	\$0.00
553006	Chemicals		\$179,000.00	\$179,000.00
553007	WPCF Supply		\$22,000.00	\$22,000.00
558006	Uniforms/Pro Gear	\$7,500.00		\$7,500.00
558011	Operating Supply	\$14,000.00		\$14,000.00
558012	Books/References	\$500.00		\$500.00
570000	Miscellaneous - Mansfield Only			
571000	Transportation	\$50.00		\$50.00
573100	Professional Dev	\$2,000.00		\$2,000.00
574001	Property Insurance	\$43,000.00		\$43,000.00
574004	Workers Compensation Premiums	\$19,000.00		\$19,000.00
578013	Outside RE Taxes	\$34,200.00		\$34,200.00
578014	IPP			
596008	Transfer To Trust Fund-Unfunded Liabilities	\$24,000.00		\$24,000.00
	<b>SUB TOTAL</b>	<b>\$498,501.00</b>	<b>\$971,000.00</b>	<b>\$1,469,501.00</b>

ACCOUNT	DESCRIPTION	SEMI-FIXED APPROPRIATED	FLOW VARIABLE APPROPRIATED	TOTAL APPROPRIATED
<b>RESERVE</b>				
604403-				
579000	Reserve Fund	\$50,000.00		\$50,000.00
<b>CAPITAL OUTLAY</b>				
60-4405-				
580000	Inflow/Infiltrate Reduction			
585000	Non Vehicular Equipment	\$9,400.00		\$9,400.00
585001	Vehicular	\$0.00		\$0.00
585010	Office Equipment	\$9,000.00		\$9,000.00
	<b>SUB TOTAL</b>	<b>\$18,400.00</b>	<b>\$0.00</b>	<b>\$18,400.00</b>
<b>DEBT PRINCIPAL</b>				
60-4406				
591101	Sewer Interceptor			
591102	Route 106-SRF			
591104	Comp Wastewater Mgmt			
591105	WasteWater Treatment Plant 0	\$75,000.00		\$75,000.00
591106	School St Interceptor			\$65,000.00
591107	Sewer 9/1/05			\$0.00
591108	WWTP Upgrades	\$584,385.00		\$584,385.00
591109	Land Acquisition Art #29 5/10	\$45,463.00		\$45,463.00
	Sub Total	\$704,848.00	\$0.00	\$769,848.00
<b>DEBT INTEREST</b>				
60-4407				
591601				
591602	Sewer Interceptor			
591604	Route 106-SRF			
591605	Comp Wastewater Mgmt-SRF CW01-37			
591606	WWTP Upgrade 0	\$37,932.00		\$37,932.00
591607	School St Interceptor			
591608	Sewer 9/1/05			
591610	WWTP Plant Upgrade	\$181,108.00		\$181,108.00
592501	Land Acquisition Art #29 5/10	\$20,656.00		\$20,656.00
592502	Interest on Notes	\$130,000.00		\$130,000.00
	REG/CERT/FEE	\$40,000.00		\$40,000.00
	Sub Total	\$409,696.00	\$0.00	\$409,696.00
<b>INTERNAL SERV</b>				
60-4409				
530205	Town Manager	\$0.00		\$0.00
530206	Town Engineer	\$0.00		\$0.00
530207	DPW	\$0.00		\$0.00
530225	Accounting	\$41,640.00		\$41,640.00
530235	Treasurer/Collector			
530251	Data Process	\$35,992.00		\$35,992.00
530267	Bldg Operations	\$54,142.00		\$54,142.00
530280	Emplyee Benefits	\$0.00		\$0.00
530285	Insurance Allocation	\$0.00		\$0.00
	<b>SUB TOTAL</b>	<b>\$131,774.00</b>	<b>\$0.00</b>	<b>\$131,774.00</b>
<b>TOTAL</b>		<b>\$3,077,142.00</b>	<b>\$1,035,000.00</b>	<b>\$4,177,142.00</b>
		0.15924	0.08000	
	<b>NORTON SHARE</b>	<b>\$490,004.09</b>	<b>\$82,800.00</b>	<b>\$572,804.09</b>
		0.21047	0.17800	
	<b>FOXBORO SHARE</b>	<b>\$647,646.08</b>	<b>\$184,230.00</b>	<b>\$831,876.08</b>
	<b>MANSFIELD SHARE</b>	<b>\$1,939,491.83</b>	<b>\$767,970.00</b>	<b>\$2,772,461.83</b>

**Exhibit F**  
**Schedule of Budget Deadlines/Submittals**  
**(Section 6)**

Schedule	Submittal
December 1	District Commission sends draft budget for ensuing fiscal year to member towns (6.2)
December 15	District Commission provides 5-year budget to member towns for budgeting purposes
January 15	District Commission adopts final budget (6.3)
February 1	District Commission treasurer certifies budget to treasurer of each member Town (6.2)
Members' Spring Town Meeting	Member towns (if required) raise and appropriate certified budget for each member town (6.3)

**Exhibit G**  
**Annual Payment to Norton - APN**  
**Draft Payment Schedule**  
**(Section 19)**

<b>Fiscal Year</b>	<b>Year</b>	<b>Amount</b>	<b>Increase</b>
2016	1	\$200,000	\$200,000
2017	2	\$210,000	
2018	3	\$220,000	
2019	4	\$230,000	
2020	5	\$240,000	
2021	6	\$250,000	
2022	7	\$260,000	
2023	8	\$270,000	
2024	9	\$280,000	\$10,000/year increase
2025	10	\$290,000	
2026	11	\$300,000	
2027	12	\$310,000	
2028	13	\$320,000	
2029	14	\$330,000	
2030	15	\$340,000	
2031	16	\$350,000	Minimum 2.5% increase
2032	17	\$357,000	
2033	18	\$364,000	
2034	19	\$371,000	
2035*	20	\$379,000	↓

\*Payments continue beyond 2035

**Appendix B**  
**Enabling Act; Chapter 101 of the Acts of 2010**


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## Session Law

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**Chapter 101**
**AN ACT ESTABLISHING A REGIONAL WASTEWATER DISTRICT FOR THE TOWNS OF MANSFIELD, FOXBOROUGH AND NORTON.**
[PREV](#) [NEXT](#)

*Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same as follows:*

**SECTION 1.** There shall be a regional wastewater district for the towns of Mansfield, Foxborough and Norton, to be known as the MFN Regional Wastewater District, which shall be a body politic and corporate and political subdivision of the commonwealth. Notwithstanding the procedural requirements of section 25 of chapter 40N, or sections 28 to 33, inclusive of chapter 21 of the General Laws all actions taken by the towns of Mansfield, Foxborough and Norton and the district commission which are not inconsistent with this act are hereby validated, ratified and confirmed in all respects. The purpose of the district shall be to manage and control the wastewater treatment plant, interceptors, effluent recharge and reuse system and appurtenances, to act as a regional wastewater district and to provide for the collection, treatment, discharge, recharge and reuse of effluent for the member towns.

**SECTION 2.** For the purposes of this act, "district" shall mean the MFN Regional Wastewater District established in section 1 and "agreement" shall mean the agreement among the towns of Mansfield, Foxborough and Norton passed at the town meetings of those towns in 2008 as may be supplemented and amended by those towns in accordance with section 7.

**SECTION 3.** (a) The powers, duties and liabilities of the district shall be vested in and exercised by a district commission organized in accordance with this section and the agreement. The commission shall choose a chairman and secretary by ballot from its membership. It shall appoint a treasurer, who shall not be a member of the commission. The treasurer shall receive and take charge of all money belonging to the district and shall pay any bill of the district which shall have been approved by the commission. The treasurer may, by vote of the commission, be compensated for services. The treasurer of the district shall be subject to sections 35, 52 and 109A of chapter 41 of the General Laws, provided that in applying said sections to said treasurer, the word "district" shall be substituted for "town" and "district commission" shall be substituted for "selectmen".

(b) Foxborough and Norton shall appoint 2 commission members. Mansfield shall appoint 3 members. The Mansfield and Foxborough members shall be appointed by the board having the authority of water & sewer commissioners. One of the Norton members shall be appointed by the board of selectmen and the other by the board having the authority of water & sewer commissioners.

**SECTION 4.** Notwithstanding the last sentence of section 25 of chapter 40N of the General Laws, the district shall have the following powers and duties:

- (1) to adopt a name and a corporate seal, and the engraved or printed facsimile of such seal appearing on a bond or note of the district shall have the same legal effect as such seal would have if it were impressed on the bond or note;
- (2) to sue and be sued, but only to the same extent and upon the same conditions that a city or town may be sued, and to plead and be impleaded;
- (3) to purchase, take by eminent domain under chapter 79 of the General Laws or otherwise acquire land within the member towns, or an interest in land within those towns, for the purposes of the district to construct, reconstruct, replace, rehabilitate, repair, equip, operate and maintain wastewater treatment, pumping and collection and effluent recharge and reuse facilities for the benefit of said towns, or any other facilities necessary to carry out the purposes of the district; and to make any necessary contracts in relation to those purposes; provided, however, that at least 2 commission members from the town in which the land is located must vote in the affirmative; and provided, further, that land may be taken by eminent domain only if the district first requests, in writing, that the town take such land and the town does not take such land within 120 days after the district has requested;
- (4) to purchase or otherwise acquire land outside the member towns for the purposes stated in subsection (3), but only if the district first obtains approval, in writing, of the board of selectmen for each town in which the land is located or from the mayor and city council, aldermen or equivalent for each city in which the land is located;
- (5) to incur debt for the purpose of acquiring land, or an interest in land, and constructing, reconstructing, replacing, rehabilitating, repairing and equipping wastewater treatment, pumping, collection and effluent recharge and reuse facilities and any other facilities necessary to carry out the purposes of the district, including debt for the purposes of designing and otherwise planning any such improvements, for a term not exceeding 30 years; but written notice of the amount of the debt and of the general purposes for which it was authorized shall be given to the board of selectmen of each town comprising the district and to each town's board exercising the powers of sewer commissioners not later than 10 business days after the date on which said debt was authorized by the district commission, and no debt shall be incurred until the expiration of 45 days from the date said debt was authorized by the district commission;
- (6) to issue bonds and notes in the name and upon the full faith and credit of the district and each issue of bonds or notes shall be a separate loan; said bonds or notes shall be signed by the chairman and the treasurer of the district commission; provided, however that the chairman authorize the treasurer to cause to be

engraved or printed on said bonds or notes a facsimile of the chairman's signature; provided, further that the chairman's authorization must be in writing, bearing the chairman's written signature, filed in the office of the treasurer, and open to public inspection;

(7) to receive and disburse funds for a district purpose, and to invest funds in an investment legally permitted for a city or town;

(8) to incur temporary debt in anticipation of revenue to be received from the member towns or from any other source;

(9) to assess member towns for any expenses of the district;

(10) to maintain a reserve fund, and to carry over the remaining balance of such fund into the ensuing fiscal year, subject to the limitations in section 5;

(11) to apply to receive and expend or hold a grant or gift for the purposes of the district;

(12) to engage legal counsel, financial advisors, engineers, accountants, consultants, agents and other advisors;

(13) to submit an annual report to each of the member towns, containing a detailed financial statement and a statement showing the method by which the annual charges assessed against each town were computed;

(14) to employ an executive director and such other employees as necessary to operate the district;

(15) to enter into contracts with any persons, including, but not limited to, non-member cities and towns, other bodies politic and the United States of America, that are necessary or convenient to carrying out the powers of the district, including, but not limited to, contracts for the purchase or for the operation and management of the sewer, wastewater treatment plant, collection, treatment, reuse and recharge facilities of the district;

(16) to enact by-laws and rules concerning the management and regulation of its affairs and the use of its facilities and the provision of its services;

(17) to convey, sell, lease or otherwise dispose of any district real or personal property, or interests in such property, no longer needed for district purposes; and

(18) to do any and all other things necessary and convenient to carry out the powers and purposes of the district, and all other things incidental and related to the powers of the district.

An engraved or printed facsimile signature under subsection 5 shall have the same validity and effect as the chairman's written signature so long as it complies with all requirements of that subsection.

**SECTION 5.** The district commission shall annually determine the amounts necessary to be raised to maintain and operate the district during the ensuing fiscal year, plus a reserve fund not to exceed 15 per cent of the annual budget for the ensuing year, and shall apportion the amounts so determined among the several member towns in accordance with the terms of the agreement. The amounts for the upcoming fiscal year so apportioned for each town shall, prior to February 1 in each year, be certified by the district treasurer to the treasurers of the member towns and to each town's sewer commissioners or board exercising the powers of sewer commissioners. Except to the extent that the district treasurer's certification provides a

credit from sewer system revenues and other sources, the sewer commissioners or board exercising the powers of sewer commissioners of each member town shall without further vote include each amount so certified in the amounts to be assessed annually in such town upon sewer users and others assessable under sections 14 to 24, inclusive, of chapter 83 of the General Laws and section 23 of chapter 59 of the General Laws, and with or without a town appropriation the town treasurer shall pay to the district the amounts so apportioned at the times specified in the agreement. The amounts apportioned or to be apportioned under the agreement shall not be included in calculating total taxes assessed in paragraph (a) of section 21C of said chapter 59, or the maximum levy limit in paragraph (f), of said section 21C of said chapter 59. The amounts certified by the district treasurer shall be deemed to be for services customarily provided locally or subscribed to at local option and shall not be subject to the limitation of section 20B of said chapter 59.

**SECTION 6.** Notwithstanding chapter 44 of the General Laws, only sections 16 to 28, inclusive, of said chapter 44, shall apply to the district; provided, however, that section 16 of said chapter 44 relating to the countersigning of bonds and notes and section 24 of said chapter 44 relating to the countersigning and approval of notes and the certificates of the clerk relating to notes shall not apply to the district; and provided, further, that notwithstanding section 19 of said chapter 44 to the contrary, the maturities of each issue of bonds and notes of the district shall be arranged so that for each issue the amounts payable in the several years for principal and interest combined shall be as nearly equal as practicable, in the opinion of the treasurer, or in the alternative, in accordance with a schedule providing for a more rapid amortization of principal. Any debt incurred by the district shall not be subject to the limit of indebtedness prescribed in section 10 of said chapter 44. Nothing in this act shall prevent the individual towns from establishing and maintaining a sewer enterprise fund under section 53F½ of said chapter 44 as the mechanism for assessing, collecting and paying the amounts certified by the district treasurer under sections 5 and 8.

**SECTION 7.** The member towns shall adopt an agreement consistent with this act prior to organization of the district commission under section 2 and may from time to time amend the agreement so long as the amended agreement is consistent with this act.

**SECTION 8.** Notwithstanding section 5 or the terms of the agreement or any general or special law to the contrary, each member town's share of the costs of the district's wastewater treatment facility improvements and expansion shall be based on each town's share of overall expansion and each member town's share of the costs of plant upgrade shall be based on each town's overall allocation of flow capacity as further detailed in the agreement.

Each of the member towns shall pay its share of such costs upon receipt by the treasurer of the town of the certification of the costs allocated to that town under the agreement by the district treasurer, in accordance with the due date and payment instructions set by the district treasurer. Except to the extent that the district treasurer's certification provides a credit from sewer system revenues and other sources, the sewer commissioners or board exercising the powers of sewer commissioners of each member town shall without further vote include each amount so certified in the amounts to be assessed annually in such town upon sewer users and others assessable under sections 14 to 24, inclusive, of chapter 83 of the General Laws and section 23 of chapter 59 of the General Laws, and, with or without a town appropriation,

the town treasurer shall pay to the district the amounts so apportioned at the times specified in the agreement. The amounts apportioned or to be apportioned under the agreement shall not be included in calculating total taxes assessed in paragraph (a) of section 21C of said chapter 59, or the maximum levy limit in paragraph (f), of said section 21C of said chapter 59. The amounts certified by the district treasurer shall be deemed to be for services customarily provided locally or subscribed to at local option and shall not be subject to the limitation of section 20B of said chapter 59.

**SECTION 9.** In the event that a member town, which has received a certification of the district's charges, shall fail to pay the same to the district when due after demand by the district, the district may, not less than 60 days after such demand and without any requirement of election of remedy provided that there is no duplication of recovery: (i) certify to the state treasurer the amount owing to the district by the member town, whereupon the state treasurer shall promptly pay over to the district any amount otherwise certified to the state treasurer for payment to the member town as unrestricted general government aid and any other amount for local reimbursement, grant or assistance programs entitled to be received by the member town until such time as any deficiency in the member town's payment of charges to the district shall be set off by such payments from the state treasurer; and (ii) recover from the member town in an action in superior court the amount of such unpaid charges together with such lost interest and other actual damages the district shall have sustained from the failure or refusal of the member town to pay over said amount. Any amount paid to the district by the state treasurer as a set off under this section which is later determined, upon audit, to be in excess of the actual amount of charges, interest and damages due to the district, shall, upon demand of the member town, be repaid by the district to the member town.

**SECTION 10.** The district shall adopt such by-laws as may be necessary and proper for the effective functioning of the district and its operations, capital improvements and finances, including, but not limited to, by-law provisions as put forth in the agreement. The by-laws may also provide for appointment of alternate members and such other matters relative to the business and affairs of the district as may be appropriate to exercise all powers necessary, convenient or incidental to the purposes for which the district was formed.

**SECTION 11.** The district may, from time to time, prescribe rules and regulations regarding the use of common sewers to prevent the entrance or discharge in the sewers of any substance which may tend to interfere with the flow of sewage or the proper operation of the sewerage system and the treatment and disposal works, for the connection of estates and buildings with sewers, for the construction, alteration and use of all connections entering into such sewers, and for the inspection of all materials used in the sewers; and may prescribe civil penalties, not exceeding \$5,000 per violation for each day of violation of any such rule or regulation. The rules and regulations shall be published once in a newspaper of general circulation within each of the member towns, and shall include a notice that the rules and regulations shall be available for inspection by the public, and shall not take effect until such publication has been made. The rules and regulations shall conform with federal and state laws.

*Approved, May 5, 2010.*


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### Acts

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#### Chapter 383

#### AN ACT RELATIVE TO THE REGIONAL WASTEWATER DISTRICT ENABLING ACT FOR THE TOWNS OF MANSFIELD, FOXBOROUGH AND NORTON.

[PREV](#) [NEXT](#)

*Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same as follows:*

SECTION 1. Chapter 101 of the acts of 2010 is hereby amended by adding the following section:-

Section 12. Notwithstanding this act or any general or special law to the contrary, the towns of Mansfield, Foxborough and Norton each acting individually through the municipal board, having the authority of sewer commissioners, in such town and not acting in concert through the district, in order to fairly recover the costs of expanding the regional wastewater treatment works as described in this act, each may assess charges, assessments, betterments or privilege fees for new connections to each town's local sewer system or for expanded uses of the sewer system by existing users in accordance with chapters 80 or 83 of the General Laws. The sewer connection charges, assessments, betterments or privilege fees may include the town's proportionate share of the costs to the town under this act for the expansion and upgrade of the regional wastewater facilities and may also include the proportionate share of the town's costs for any local wastewater facilities, including, but not limited to, pumping stations, equipment and intercepting sewers. Nothing in this act shall prevent the board, having the authority of sewer commissioners, in such towns from raising local revenue from or continuing to engage in the constructing, operating, maintaining, expanding and funding of each town's local municipal wastewater facilities located entirely in each town separate from and independent of the regional facilities and the district.

SECTION 2. This act shall take effect upon its passage.

*Approved, January 2, 2013.*

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**Appendix C**  
**Sewer Use Regulations (Mansfield)**

# **TOWN OF MANSFIELD SEWER USE REGULATIONS**

Sewer Use Regulations original adoption date: September 19, 1990

Revised: February 21, 1996

Revised: June 6, 2001

Revised: October 2004

Revised: March 19, 2008

Revised: November 5, 2008

Revised: April 15, 2009

Revised: December 8, 2010

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**TOWN OF MANSFIELD**  
**SEWER USE REGULATIONS**

Pursuant to the provisions of Massachusetts General Laws Chapter 83, Section 10, the Town of Mansfield hereby establishes the following sewer use regulations (the “Regulations”) governing the use of the wastewater collection system of the Town of Mansfield.

**SECTION 1. GENERAL PROVISIONS**

**1.1 Purpose and Policy**

It is the intent of these Regulations to control and manage the sewerage system, to regulate all discharges to the system, and to establish equitable and sufficient fees to operate, maintain, and improve said system. These Regulations set forth uniform requirements for direct and indirect contributors into the wastewater collection and treatment system for the Town of Mansfield (the “Town”), which system contributes to and discharges through the Town of Mansfield Water Pollution Abatement Facility (the “Facility”).

**1.2 Prior Regulations, Authority**

These Regulations entirely replace the “Rules and Regulations of Sewer Use” adopted by the Board of Selectmen of the Town of Mansfield on September 19, 1990.

**1.3 Applicability**

These Regulations apply to all persons in the Town of Mansfield and to persons who are, by contract, agreement or permit with the Town of Mansfield, users discharging to the Town of Mansfield’s wastewater collection system and the Mansfield Water Pollution Abatement Facility. Except as otherwise provided herein, these regulations shall be administered, implemented and enforced by a duly-authorized Director appointed by the Town of Mansfield Board of Selectmen.

**1.4 Definitions**

Unless the context specifically indicates otherwise, the following terms and phrases, as used in these Regulations, shall have the meanings hereinafter designated:

1. Act. The Federal Water Pollution Control Act, also know as the Clean Water Act, as amended, 33 U.S.C. §1251 et seq., and the regulations promulgated thereunder, as amended from time to time.

2. Application and Permit for Sewer Connection. The document issued by the Director, as set forth in Section 3.1 of these Regulations.
3. Authorized Representative. An authorized representative of an Industrial User may be: (1) a principal executive officer of at least the level of vice president, if the Industrial User is a corporation; (2) a general partner or proprietor if the Industrial User is a partnership or sole proprietorship, respectively; (3) a member of the governing board or executive office of a governmental entity, if the Industrial User is a governmental facility, or (4) a duly authorized representative of the individual designated above if such representative is responsible for the overall operation of the facilities from which the Indirect Discharge originates, or has overall responsibility for environmental matters for the Industrial User, provided, however, that the authorization is made in writing by the individual described above, and the written authorization is submitted to the Director and to the Town.
4. Average. The arithmetic mean of values taken at the frequency required for each parameter over the specified period. For total and/or fecal coliforms, the average shall be the geometric mean.
5. Biochemical Oxygen Demand ("BOD"). The quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedures in five (5) days at 20° centigrade, expressed in terms of milligrams per liter (mg/l).
6. Board of Selectmen. Unless otherwise specified, the Town of Mansfield Board of Selectmen.
7. Building Drain. The part of the lowest horizontal piping of a drainage system which receives the discharge from soil, waste or other drainage pipes inside the walls of the building and conveys it to the building drain pipe, beginning ten (10) feet (3 meters) outside the inner face of the building wall.
8. Building Sewer. The extension from the building drain to the public sewer or other place of disposal.
9. Bypass. The intentional diversion of wastestreams from any portion of an Industrial User's treatment facility.
10. Combined Sewer. A sewer receiving both surface water run-off and sewage.
11. Cooling Water. The water discharge from any use, such as air conditioning, cooling, or refrigeration, to which the only pollutant added is heat.
12. Consistent Removal. The reduction in the amount of a pollutant or alteration of the nature of a pollutant by the wastewater treatment system to a less toxic or harmless state in the effluent, as set forth in 40 C.F.R. §403.7.
13. Direct Discharge. The discharge of treated or untreated wastewater directly to the waters of the Commonwealth of Massachusetts.
14. Director. The duly authorized representative of the Town of Mansfield Board of Selectmen.

15. Domestic Source. Any residence, building, structure, facility, or installation from which there is or may be discharged to the Facility only sanitary sewage, in an amount less than two thousand (2,000) gallons per day, as determined in accordance with the Sewage Flow Estimates published at 314 C.M.R. §7.15, which are incorporated herein by reference.
16. Facility (Publicly Owned Treatment Works, or “POTW”). The treatment works as defined by Section 212 of the Act, owned by the Town and known as the Mansfield Water Pollution Abatement Facility (the “Facility”). 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 those sewers, pipes, and other conveyances which convey wastewater to the Facility. For the purposes of these Regulations, Facility or POTW shall also include any sewers that convey wastewaters to the Facility from persons who are, by permit, contract, or agreement with the Town, Users of the Facility.
17. Facility Treatment Plant. That portion of the Facility designed to provide treatment (including recycling and reclamation) of municipal sewage and industrial waste.
18. Garbage. Solid wastes from the domestic and commercial preparation, cooking, and dispensing of food and from the handling, storage, and sale of produce.
19. Indirect Discharge. The discharge or the introduction into the Facility of pollutants from any source, other than a Domestic Source, regulated under section 307(b), (c), or (d) of the Act.
20. Industrial Discharge Permit. The document issued by the Town of Mansfield, as set forth in Section 3.2 of these Regulations.
21. Industrial User. A source of Indirect Discharge, and any source which discharges two thousand (2,000) or more gallons per day of sanitary sewage to the Facility.
22. Industrial Waste. Any liquid, gaseous, or solid waste substance, or a combination thereof, resulting from any process of industry, manufacturing, trade, or business or from the development or recovery of any natural resources.
23. Interference. A discharge which, alone or in conjunction with discharges from other sources, inhibits or disrupts the Facility, its treatment processes or operations, or its sludge processes, use or disposal and which is a cause of a violation of any requirement of the Town’s NPDES Permit (including an increase in the magnitude or duration of a violation), or of the prevention of sewage sludge use or disposal by the Facility in accordance with applicable federal, state, or local statutes and regulations or permits issued thereunder, as set forth in 40 C.F.R. §403.3(i).
24. Maximum. The highest allowable quantity.
25. National Pollutant Discharge Elimination System Permit or NPDES Permit. The Town’s permit issued pursuant to Section 402 of the Act, 33 U.S.C. §1342, and M.G.L. c.21, §43.

26. National Pretreatment Standard, Pretreatment Standard or Standard. Any regulation containing pollutant discharge limits promulgated by the EPA in accordance with sections 307(b) and (c) of the Act which applies to Industrial Users, including the specific discharge prohibitions found in 40 C.F.R. §403.5.
27. Natural Outlet. Any outlet into a watercourse, pond, ditch, lake, or other body of surface or groundwater.
28. New Source. Any building, structure, facility, or installation, as described in 40 C.F.R. 403.3(m)(1), 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.
29. Pass Through. The discharge of pollutants through the Facility into waters of the United States in quantities or concentrations which, alone or in conjunction with a discharge or discharges from other sources, is a cause of a violation of any requirement of the Town's NPDES Permit (including an increase in the magnitude or duration of a violation).
30. Person. Any individual, partnership, public or private corporation or authority, association, trust, estate, governmental entity, agency or political subdivision of a municipality, the Commonwealth of Massachusetts, or the United States, or any other legal entity, or their legal representatives, agents, or assigns. The masculine gender shall include the feminine, and the singular shall include the plural where indicated by the context.
31. pH. The logarithm (base 10) of the reciprocal of the concentration of hydrogen ions expressed in grams per liter of solution.
32. Pollutant. Any element or property of sewage, agricultural, industrial or commercial waste, runoff, leachate, heated effluent, or other matter, in whatever form and whether originating at a point or major non-point source, which is or may be discharged, drained, or otherwise introduced into any sewerage system, treatment works, or waters of the Commonwealth.
33. Pollution. The presence in the environment of conditions or contaminants in quantities or characteristics which are or may be injurious to human, plant, or animal life or to property, or which unreasonably interfere with the comfortable enjoyment of life and property throughout such areas as may be affected thereby.
34. Pretreatment. The reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in wastewater to a less harmful state prior to or in lieu of discharging or otherwise introducing such pollutants into the Facility. The reduction or alteration can be obtained by physical, chemical or biological processes, process changes, or other means, except as prohibited by 40 C.F.R. §403.6(d).

35. Pretreatment Requirements. Any substantive or procedural requirement related to pretreatment, other than a National Pretreatment Standard, imposed on an Industrial User.
36. Public Sewer. A sewer which is controlled by public authority.
37. Sanitary Sewage. Liquid and water-carried human and domestic wastes from residences, commercial buildings, industrial plants and institutions, exclusive of ground, storm and surface water and exclusive of industrial wastes.
38. Sanitary Sewer. A sewer that carries liquid and water-carried wastes from residences, commercial buildings, industrial plants and institutions together with minor quantities of ground, storm, and surface waters that are not admitted intentionally.
39. Sewage. The spent water of a community. The preferred term is wastewater.
40. Sewer. A pipe or conduit that carries wastewater.
41. Sewer Connection Permit. See Application and Permit for Sewer Connection.
42. Sewer Service Connection. The extension of pipe, used only for discharge of sewage, from a point of ten (10) feet outside the foundation wall of the building served to its junction with the sanitary or combined sewer. The term shall have the same meaning as the term "Particular Sewer" in M.G.L. c. 83.
43. Sewerage System. Any device, equipment or works used in the transportation, pumping, storage, treatment, recycling, and reclamation of sewage and industrial wastes.
44. Shall is mandatory, may is permissive.
45. Significant Industrial User.
  - a. Except as provided in Section 1.2(45)(b) of these Regulations, Significant Industrial User means:
    - i. All Industrial Users subject to Categorical Standards under 40 C.F.R. 403.6 and 40 C.F.R. chapter I, subchapter N; and
    - ii. Any other Industrial User that: discharges an average of 25,000 gallons per day or more of process wastewater to the Facility (excluding sanitary, non-contact cooling and boiler blowdown wastewater); contributes a process wastestream which makes up 5 percent or more of the average dry weather hydraulic or organic capacity of the Facility Treatment Plant; or is designated as such by the Director on the basis that the Industrial User has a reasonable potential for adversely affecting the Facility's operation or for violating any Pretreatment Standard or Requirement.
  - b. Upon a finding that an Industrial User meeting the criteria in subsection (a)(ii) above has no reasonable potential for adversely affecting the Facility's operation or for violating any Pretreatment Standard or Requirement, the Director may at any time, upon his or her own initiative or in response to a petition received from an

Industrial User, and in accordance with §§ 403.3(v)(2) and 40 C.F.R. 403.8(f)(6), determine that such Industrial User is not a Significant Industrial User.

46. Sludge. Waste containing varying amounts of solid contaminants removed from water, sanitary sewage, wastewater or industrial wastes by physical, chemical, and biological treatment.
47. Slug Discharge. Any discharge of a non-routine, episodic nature, including, but not limited to, an accidental spill or a non-customary batch discharge.
48. Standard Industrial Classification (“SIC”). A classification pursuant to the Standard Industrial Classification Manual issued by the Executive Office of the President, Office of Management and Budget, 1972, as amended from time to time.
49. Storm Drain. A pipe which carries storm and surface waters and discharge, but excludes sewage and industrial wastes, other than unpolluted cooling water. “Storm drain” is sometimes termed “storm sewer”.
50. Storm Water. Any flow occurring during or following any form of natural precipitation, and resulting therefrom.
51. Suspended Solids. The total suspended matter that floats on the surface of, or is suspended in, water, wastewater or other liquids, and which is removable by laboratory filtering.
52. Town. Unless otherwise specified, the Town of Mansfield, acting through its Board of Selectmen or the Director.
53. Toxic Pollutant. Any pollutant or combination of pollutants listed as toxic in regulations promulgated by the Administrator of the Environmental Protection Agency under section 307(a) of the Act; or in regulations promulgated under M.G.L. c.21, §43, including, but not limited, to 314 C.M.R. §§3.00, 7.00, and 12.00.
54. User. Any Domestic Source or Industrial User which discharges wastewater to the Facility.
55. Wastewater. The liquid and water-carried industrial, non-domestic or domestic wastes, including sewage, industrial waste, other wastes, or any combination thereof, from dwellings, commercial buildings, industrial facilities, and institutions, together with any groundwater, surface water, and storm water that may be present.
56. Waters of the Commonwealth. All streams, lakes, ponds, marshes, watercourses, waterways, wells, springs, reservoirs, aquifers, irrigation systems, drainage systems and all other bodies or accumulations of water, surface or underground, natural or artificial, public or private, which are contained within, flow through, border upon or are within the jurisdiction of the Commonwealth.
57. Well. A public or private source of water utilized by a person.

## **SECTION 2. REGULATION OF WASTEWATER DISCHARGES**

### **2.1 General Discharge Prohibitions**

No person may introduce into the Facility any pollutant(s) which cause Pass Through or Interference. These general prohibitions and the specific prohibitions in Section 2.2 of these Regulations apply to each person introducing pollutants into the Facility, whether or not the person is subject to other National Pretreatment Standards or any national, state, or local Pretreatment Requirements.

### **2.2 Specific Discharge Prohibitions**

Supplementing the provisions of Section 2.1, above, and not by way of limitation, the following discharges to the Facility are specifically prohibited:

- a. Ground, storm, and surface waters, roof runoff, sump pump discharges, subsurface drainage, uncontaminated cooling water, and uncontaminated industrial process waters. These discharges shall be made only by hard piping to such sewers as are specifically designated by the Director as storm sewers, or to a natural outlet, as may be permitted under an applicable NPDES permit. Users are directed to the Director as the appropriate authority for discharges into storm sewers.
- b. Any liquids, solids or gases which by reason of their nature or quantity are, or may be, sufficient either alone or by interaction with other substances to create a fire or explosion hazard or be injurious in any other way to the Facility or to the operation of the Facility. Pollutants which may create a fire or explosion hazard include, but are 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 C.F.R. §261.21. Prohibited materials include, but are not limited to, gasoline, kerosene, naphtha, benzene, fuel oil, crude oil, lubricating oils, any other oils or greases of hydrocarbon or petroleum origin, toluene, xylene, ethers, alcohols, ketones, aldehydes, peroxides, chlorates, perchlorates, bromates, carbides, hydrides and sulfides, and any other substances which the Town, the Director, the DEP or the EPA has notified the person is a fire hazard or a hazard to the system.
- c. Solid or viscous substances in quantities or of such size capable of causing obstruction to the flow in sewers or other interference with the proper operation of the Facility such as, but not limited to: grease, garbage with particles greater than one-half inch (1/2") in any dimension, animal guts or tissues, paunch manure, bones, hair, hides or fleshings, entrails, whole blood, feathers, ashes, cinders, sand, spent lime, stone or marble dust, metal, glass, straw, shavings, grass clippings, rags, spent grains, spent hops, waste paper, wood, plastics, rubber, tar, asphalt residues, residues from refining or processing of fuel or lubricating oil, mud, glass grinding or polishing wastes, fish processing wastes, or fish scales.

- d. Any wastewater having a pH less than 6.0 or greater than 10.0, or wastewater having any other corrosive property capable of causing damage or hazard to structures, equipment, and/or personnel of the Facility.
- e. Any wastewater containing toxic or objectionable pollutants in sufficient quantity or concentration, either singly or by interaction with other pollutants, to injure or interfere with any wastewater treatment process, to constitute a hazard to humans or animals, to create a toxic effect in the receiving waters of the Facility, or to exceed the limitations set forth in a National Categorical Pretreatment Standard, the Local Discharge Limitations prescribed herein at Section 2.5, or an Industrial Discharge Permit issued pursuant to these Regulations.
- f. Any substances which result in the presence of toxic gases, vapors, or fumes within the Facility in a quantity or concentration that may cause acute worker health and safety problems.
- g. Any substance which may cause the Facility's effluent or any other product of the Facility such as residues, sludges, or scums, to be unsuitable for disposal in a permitted landfill or for reclamation and reuse, or to interfere with the reclamation and reuse, or to interfere with the reclamation process. In no case shall a substance discharged to the Facility cause the Facility to be in noncompliance with sludge use or disposal criteria, guidelines, or regulations developed under Section 405 of the Act; or with any criteria, guidelines, or regulations affecting sludge use or disposal developed pursuant to the Solid Waste Disposal Act, the Clean Air Act, or state law applicable to the sludge management method being used.
- h. Any pollutants, including oxygen-demanding pollutants (BOD, etc.), released in a discharge at a flow rate and/or pollutant concentration which may cause Interference to the Facility.
- i. Any Slug Discharge.
- j. Any wastewater with objectionable color not removed in the treatment process, such as, but not limited to, dye wastes and vegetable tanning solutions.
- k. Any wastewater having a temperature which may inhibit biological activity in the Facility resulting in Interference, but in no case wastewater with a temperature at the introduction into the Facility which exceeds 40°C (104°F), unless the DEP, upon request of the Town, approves alternate temperature limits.
- l. Any wastewater containing any radioactive wastes or isotopes of such half-life or concentration as may exceed limits necessary to comply with applicable state or federal regulations.
- m. Any sludges or deposited solids resulting from an industrial pretreatment process, or any inert suspended solids or slurries.
- n. Petroleum oil, nonbiodegradable cutting oil, or products of mineral oil origin in quantities or concentrations that will cause Interference or Pass Through.
- o. Any trucked or hauled pollutants, except at discharge points designated by the Director.

- p. Any water or waste containing fats, wax, grease, or oils, whether emulsified or not, in excess of one hundred (100) mg/l or containing substances which may solidify or become viscous at temperatures between thirty-two (32) and one hundred fifty (150) degrees F (0 and 65 degrees C).
- q. Any garbage that has not been properly shredded. The installation and operation of any garbage grinder equipped with a motor three-fourths (3/4) horsepower or greater shall be subject to the review and approval of the Director.
- r. Any waters or wastes containing phenols or other odor-producing substances in quantities or concentrations that may cause objectionable odors.

### **2.3 National Categorical Pretreatment Standards**

Upon the promulgation of National Categorical Pretreatment Standards for a particular industrial subcategory, the Pretreatment Standard, if more stringent than limitations imposed under these Regulations, shall immediately supersede the limitations imposed under these Regulations for Industrial Users in that subcategory. The Director shall attempt to notify all affected Industrial Users of the applicable requirements under the Act; 314 C.M.R. §§2.00, 7.00 and 12.00; and subtitles C and D of the Resource Conservation and Recovery Act, but the failure to provide such notice shall not relieve any Industrial User of its obligations to meet applicable Pretreatment Standards.

### **2.4 Removal Credits**

Pursuant to 40 C.F.R. §403.7, where the Facility achieves consistent removal of pollutants limited by a National Categorical Pretreatment Standard, the Town may apply to EPA for modification of an Industrial User's discharge limits for a specific pollutant covered in the relevant National Categorical Pretreatment Standards in order to reflect the Facility's ability to remove said pollutant. The Town may modify pollutant discharge limits contained in a National Categorical Pretreatment Standard only if the requirements of 40 C.F.R. §403.7 are fulfilled and prior approval from EPA is obtained.

### **2.5 Local Discharge Limitations**

No person shall discharge wastewater containing any pollutant specified in Schedule A, annexed hereto and incorporated herein by reference, in excess of the limitations specified for each of said pollutants in said Schedule A. An Industrial User's compliance with the provisions of this Section 2.5 shall be assessed on the basis of samples of the Industrial User's wastewater discharge collected at each point of connection between the Industrial User's building, structure, facility or installation and the sewerage system. If a National Categorical Pretreatment Standard establishes limitations for Users in a particular industrial subcategory which are more stringent than the limitations specified in Schedule A, those more stringent limitations shall immediately apply to those Industrial Users subject to that National Categorical Pretreatment Standard. Compliance with National Categorical Pretreatment Standard limitations shall be assessed in accordance with the requirements set forth at 40 C.F.R §403.12(b)(5).

## **2.6 State Requirements**

Requirements and limitations on discharges set by the DEP shall apply in any case where they are more stringent than federal requirements and limitations or those contained in these Regulations. The individual responsible for operating and Industrial User's Pretreatment System that discharges directly or indirectly to the Facility shall possess the proper operator's license(s) as required by law, including 257 C.M.R. 2.00. No person shall connect to the sewerage system or construct, effect, modify, or maintain a sewer extension or connection to the sewerage system, without a sewer system connection or extension permit issued by DEP pursuant to M.G.L. c. 21, §43 and 314 C.M.R. 7.00, where such a permit is required. A person who must obtain a sewer system connection or extension permit from DEP for a connection or extension that will include a discharge of industrial waste to the sewerage system shall submit a copy of the DEP permit application to the Director when it submits the application to DEP.

## **2.7 [Reserved]**

## **2.8 Dilution Prohibited in Absence of Treatment**

Except where expressly authorized to do so by an applicable National Pretreatment Standard or Requirement, no User shall ever increase the use of process water or in any other way attempt to dilute a discharge as a partial or complete substitute for adequate treatment to achieve compliance with the limitations contained in any National Pretreatment Standard or Requirement.

## **2.9 Industrial User Pretreatment**

Each Industrial User shall provide necessary wastewater treatment as required to comply with these Regulations, including the Local Discharge Limitations set forth in Schedule A hereto, and shall achieve compliance with all applicable National Categorical Pretreatment Standards within the time limitations specified by said Standards. Any facilities required to pretreat wastewater to a level which will achieve compliance with these Regulations shall be provided, operated, and maintained at the Industrial User's expense. Detailed plans showing the pretreatment facilities and operating procedures shall be submitted to the Director for review, and shall be approved by the Director before construction of the facility. Any subsequent changes in the pretreatment facilities or operating procedures shall be reported to the Director, and shall be approved by the Director, prior to the Industrial User's initiation of the changes. Such review and approval of such plans and operating procedures shall not relieve the Industrial User from the responsibility of modifying the facility as necessary to produce an effluent which complies with the provisions of these Regulations, or from liability for compliance with Pretreatment Standards or Requirements and these Regulations.

## **2.10 Public Participation: Lists of Industrial Users in Significant Noncompliance**

All records relating to compliance with applicable Pretreatment Standards and Requirements shall be made available to the Director and officials of the EPA or DEP upon request. In addition, pursuant to the public participation requirement of 40 C.F.R Part 25, the Town shall annually publish in a newspaper(s) of general circulation that provides meaningful public notice within the jurisdiction(s) served by the POTW, a list of Industrial Users which, at any time during the preceding 12 months, were in significant noncompliance with applicable Pretreatment Standards or Requirements.

For purposes of this provision, a Significant Industrial User (or any Industrial User which violates paragraphs (c), (d) or (h) below) is in significant noncompliance if its violation meets one or more of the following criteria:

- a. Chronic violations of wastewater discharge limits, defined as those in which 66 percent or more of all measurements taken during a 6 month period exceed (by any magnitude) a numeric Pretreatment Standard or Requirement, including instantaneous limits, as defined by 40 CFR 403.3(1);
- b. Technical Review Criteria (TRC) violations, defined as those in which 33 percent or more of all of the measurements for each pollutant parameter taken during a 6 month period equal or exceed the product of the numeric Pretreatment Standard or Requirement including instantaneous limits, as defined by 40 CFR 403.3 (1) multiplied by the applicable TRC (TRC = 1.4 for BOD, TSS, fats, oil, and grease, and 1.2 for all other pollutants except pH);
- c. Any other violation of a pretreatment Standard or Requirement as defined by 40 CFR 403.3(1) (daily maximum, long-term average, instantaneous limit, or narrative standard) that the Director determines has caused, alone or in combination with other discharges, Interference or Pass Through (including endangering the health of Facility personnel or the general public);
- d. Any discharge or pollutant that has caused imminent endangerment to human health, welfare or to the environment or has resulted in the Facility's exercise of its emergency authority to halt or prevent such discharge;
- e. Failure to meet, within 90 days after the schedule date, a compliance schedule milestone contained in an enforcement order or other requirement for starting construction, completing construction, or attaining final compliance;
- f. Failure to provide, within 45 days after the due date, required reports such as baseline monitoring reports, 90-day compliance reports, periodic self-monitoring reports, and reports on compliance schedules;
- g. Failure to accurately report noncompliance; or
- h. Any other violation or group of violations, which may include a violation of Best Management Practices, which the Director determines will adversely affect the operation or implementation of the local pretreatment program.

## 2.11 Industrial User Accidental Discharges

- a. Plans and Procedures: Each Industrial User shall provide protection from accidental discharge of prohibited materials or other substances regulated by these Regulations. Facilities to prevent accidental discharge of prohibited materials shall be provided and maintained at the owner or Industrial User's own cost and expense. Detailed plans showing facilities and operating procedures to provide this protection shall be submitted to the Director for review, and shall be approved by the Director, before construction of the facility.  
All existing Industrial Users shall submit such a plan within ninety (90) days of the effective date of these Regulations. No Industrial User who commences discharging into the Facility after the effective date of these Regulations shall introduce pollutants into the system until accidental discharge procedures have been approved by the Director. Review and approval of such plans and operating procedures shall not relieve an Industrial User from the responsibility to modify the Industrial User's facility as necessary to meet the requirements of these Regulations.
- b. Immediate Telephone Notice: In the case of an accidental discharge, the Industrial User shall telephone immediately and notify the Director and the Facility of the incident. The notification shall include location of discharge, type of waste, concentration and volume, and any and all corrective actions.
- c. Written Notice: Within five (5) days following an accidental discharge, the Industrial User shall submit a detailed written report to the Director describing the cause of the discharge and the measures which have been and will be taken by the Industrial User to prevent similar occurrences.
- d. Notice to Employees: Each Industrial User shall permanently post a notice on the Industrial User's bulletin board or other prominent place advising employees whom to call in the event of a dangerous discharge. Employers shall ensure that all employees who may cause or suffer such a dangerous discharge to occur, or who may know or have reason to know thereof, are advised of the emergency notification procedures.
- e. Notification under this regulation shall not relieve the Industrial User of any expense, loss, damage, or other liability which may be incurred as a result of damage to the Facility, fish kills, or any other damage to persons, animals or property; nor shall such notification relieve the Industrial User of any fines, civil penalties, or other liability which may be imposed by these Regulations or other applicable law; nor shall such notification relieve the Industrial User of any obligation to provide notice to other regulatory agencies that may exist under other federal, state, or municipal law, regulations, or emergency reporting plans.

## **2.12 Slug Discharge Plans**

At least once every two years, the Director shall evaluate whether each Significant Industrial User needs a plan to control slug discharges. A Significant Industrial User shall prepare, submit and comply with the provisions of any such slug discharge plan which the Director determines to be necessary. A slug discharge plan shall include, without limitation:

- a. a description of discharge practices, including non-routine batch discharges;
- b. a description of stored chemicals;
- c. procedures for immediately notifying the Director and the Facility of slug discharges, including any discharge that would violate a prohibition under 40 C.F.R. §403.5(b), with procedures for follow-up written notification;
- d. if necessary, procedures to prevent adverse impact from accidental spills, including those provisions set forth in 40 C.F.R. §403.8(f)(2)(v)(D).

## **SECTION 3. PERMITS**

### **3.1 Application and Permit for Sewer Connection**

- a. New Users: All Users proposing to connect to or discharge into the Facility shall obtain an Application and Permit for Sewer Connection from the Director before connecting to or discharging into the Facility. An application for said Application and Permit for Sewer Connection shall be filed with the Director at least ninety (90) days prior to the proposed connection or discharge to the Facility.
- b. Existing Users: Existing Users connected to the Facility as of the effective date of these Regulations, who have not obtained an Application and Permit for Sewer Connection, shall apply for an Application and Permit for Sewer Connection within thirty (30) days following the effective date of these Regulations.
- c. Transfers and Modifications: Pursuant to the provisions of this Section and Section 3.9(b) of these Regulations, any person who proposes to sell or transfer ownership of a structure, property, or use for which an Application and Permit for Sewer Connection has been issued; or who proposes a change in the nature, characteristics or constituents of its wastewater; or who proposes to increase its discharge so that the daily volume, strength, or rate of its discharge is at least ten percent (10%) greater than its existing and/or currently-permitted discharge; shall, no less than thirty (30) days prior to the proposed sale, transfer, change or increase, apply on a form prescribed by the Director, for issuance of an Application and Permit for Sewer Connection or, if applicable, modification of its existing Application and Permit for Sewer Connection.
- d. Fee: All Users required to obtain an Application and Permit for Sewer Connection shall complete and file with the Director an application in the form prescribed by the Director, and accompanied by the appropriate fee as indicated on the fee schedule annexed hereto as Schedule B.

### **3.2 Industrial Discharge Permits**

In addition to obtaining the Sewer Connection Permit prescribed in Section 3.1 of these Regulations, all Industrial Users shall obtain an Industrial Discharge Permit from the Town for discharges to the Facility. All existing Industrial Users connected to or discharging into the Facility, who have not obtained an Industrial Discharge Permit, shall apply to the Director for an Industrial Discharge Permit within sixty (60) days after the effective date of these Regulations. All Industrial Users proposing to connect to or discharge into the Facility, including any Domestic Source which proposes to commence discharging Industrial Waste or greater than 2,000 gallons per day of sanitary sewage to the Facility, shall file an application for an Industrial Discharge Permit with the Director at least ninety (90) days prior to the proposed connection or discharge to the Facility. The Town may deny or condition new or increased contributions of pollutants, or changes in the nature of pollutants, to the Facility by Industrial Users where such contributions do not meet applicable Pretreatment Standards and Requirements or where such contributions would cause the Facility to violate its NPDES permit.

### **3.3 Industrial Discharge Permit Application Fee and Requirements**

An Industrial User required to obtain an Industrial Discharge Permit shall complete and file with the Director an application in the form prescribed by the Director, and accompanied by the appropriate fee as indicated on the application. In support of the application for an Industrial Discharge Permit, the Industrial User shall submit, in units and terms appropriate for evaluation, the following information:

- a. Identifying information. The Industrial User shall submit the name and address of its facility, including the name of the operator and owners.
- b. Permit List. The Industrial User shall submit a list of any environmental control permits held by or for the facility.
- c. Description of operations. The Industrial User shall submit a brief description of the nature, average rate of production, and Standard Industrial Classification of the operation(s) carried out by such Industrial User. This description shall include a schematic process diagram which indicates points of Discharge to the Facility from the regulated processes.
- d. Flow measurement. The Industrial User shall submit information showing the measured average daily and maximum daily flow, in gallons per day, to the Facility from each of the following:

- i. Regulated process streams; and
- ii. Other streams as necessary to allow use of the combined wastestream formula of 40 C.F.R. §403.6(e).

The Town may allow for verifiable estimates of these flows where justified by cost or feasibility considerations.

e. Measurement of pollutants.

- i. The Industrial User shall identify the Pretreatment Standards applicable to each regulated process;
- ii. In addition, the Industrial User shall submit the results of sampling and analysis identifying the nature and concentration (or mass, where required by the Standard or Town) of regulated pollutants in the Discharge from each regulated process. Both daily maximum and average concentration (or mass, where required) will be reported. The sample will be representative of daily operations;
- iii. A minimum of four (4) grab samples must be used for pH, cyanide, total phenols, oil and grease, sulfide, and volatile organics. For all other pollutants, 24-hour composite samples must be obtained through flow-proportional composite sampling techniques where feasible. The Town may waive flow-proportional composite sampling for any Industrial User which demonstrates that flow-proportional sampling is infeasible. In such cases, samples may be obtained through time-proportional composite sampling techniques or through a minimum of four (4) grab samples where the Industrial User demonstrates that this will provide a representative sample of the effluent being discharged.
- iv. The Industrial User shall take a minimum of one representative sample to compile the data necessary to comply with the requirements of this paragraph.
- v. Samples should be taken immediately downstream from pretreatment facilities if such exist or immediately downstream from the regulated process if no pretreatment exists. If other wastewaters are mixed with the regulated wastewater prior to pretreatment, the Industrial User shall measure the flows and concentrations necessary to allow use of the combined wastewater formula of 40 C.F.R. §403.6(e) in order to evaluate compliance with the Pretreatment Standards. Where an alternate concentration or mass limit has been calculated in accordance with 40 C.F.R. §403.6(e), this adjusted limit, along with supporting data, shall be submitted to the Town;

- vi. Sampling and analysis shall be performed in accordance with the techniques prescribed in 40 C.F.R. Part 136 and amendments thereto. Where 40 C.F.R. Part 136 does not contain sampling or analytical techniques for the pollutant in question, or where the EPA determines that Part 136 sampling and analytical techniques are inappropriate for the pollutant in question, sampling and analysis will be performed by using validated analytical methods or any other applicable sampling and analytical procedures, including procedures suggested by the Facility or other parties, approved by the EPA;
  - vii. The Town may allow the submission of a baseline report which utilizes only historical data so long as the data provides information sufficient to determine the need for industrial pretreatment measures;
  - viii. The baseline report shall indicate the time, date, and place of sampling, and methods of analysis and shall certify that such sampling and analysis is representative of normal work cycles and expected pollutant Discharges to the Facility.
- f. Certification. A statement, reviewed by an authorized representative of the Industrial User and certified to by a qualified professional, indicating whether Pretreatment Standards are being met on a consistent basis and, if not, whether additional operation and maintenance (O&M) and/or additional pretreatment is required for the Industrial User to meet the Pretreatment Standards and Requirements.
- g. Compliance schedule. If additional pretreatment and/or O&M will be required to meet the Pretreatment Standards, the shortest schedule by which the Industrial User will provide such additional pretreatment and/or O&M. The completion date in this schedule shall not be later than the compliance date established for the applicable Pretreatment Standard.
- i. Where the Industrial User's categorical Pretreatment Standard has been modified by a removal allowance (40 C.F.R. §403.7), the combined wastestream formula (40 C.F.R. §403.6(e), and/or a Fundamentally Different Factors variance (40 C.F.R. §403.13) at the time the Industrial User submits the report required by Section 4.1(a) of these Rules and Regulations, the information required by paragraphs (f) and (g) of this section will pertain to the modified limits.
  - ii. If the categorical Pretreatment Standard is modified by a removal allowance (40 C.F.R. §403.7), the combined wastestream formula (40 C.F.R. §403.6(e)), and/or a Fundamentally Different Factors variance (40 C.F.R. §403.13) after the Industrial User submits the report required by Section 4.1(a) of these Rules and Regulations, any necessary amendments to the information required by paragraphs (f) and (g) of this section will be submitted by the Industrial User to the Director within 60 days after the modified limit is approved.

- h. Other information. Any other information as may be deemed by the Director to be necessary to evaluate the permit application.

The Director will evaluate the data furnished by the Industrial User and may require additional information. After evaluation and acceptance of the data furnished, the Director may issue an Industrial Discharge Permit subject to terms and conditions provided therein.

### **3.4 Permit Conditions**

Sewer Connection Permits and Industrial Discharge Permits shall be expressly subject to all provisions of these Regulations and all other applicable regulations, User charges, and fees established by the Town. In addition, Industrial Discharge Permits shall contain the following:

- a. The unit charge or schedule of User charges and fees for the wastewater to be discharged to the Facility;
- b. Limits on average and maximum wastewater constituents and characteristics, including those determined in accordance with the limits specified in Schedule A;
- c. Limits on average and maximum rate and time of discharge or requirements for flow regulation and equalization;
- d. Requirements for installation and maintenance of inspection and sampling facilities;
- e. Specifications for monitoring programs which may include sampling locations, frequency of sampling, number, types and standards for tests and reporting schedule;
- f. Compliance schedules (but in no event may compliance deadline in a Permit be later than a National Categorical Pretreatment Standard compliance deadline);
- g. Requirements for submission of technical reports or discharge reports;
- h. Requirements for maintenance and retention of records relating to wastewater discharges as specified by the Town, and affording the Town access thereto;
- i. Requirements for advance notification to the Town of any change in operations, and for advance approval by the Director of any new introduction of wastewater constituents or any substantial change in the volume or character of the wastewater constituents being introduced into the wastewater disposal system;

- j. Requirements for notification to the Director of slug discharges;
- k. A statement of Permit duration in accordance with Section 3.6 hereof, which shall in no case be more than two years;
- l. A statement of Permit transferability in accordance with Section 3.7 hereof;
- m. A statement of applicable civil and criminal penalties for violation of Pretreatment Standards and Requirements, and any applicable compliance schedule, in accordance with Section 7 hereof; and
- n. Other conditions as deemed appropriate by the Town to ensure compliance with these Regulations.

### **3.5 Industrial Discharge Permit Modifications**

- a. Necessitated By Promulgation of National Categorical Pretreatment Standard: Within ninety (90) days of the promulgation of a National Categorical Pretreatment Standard, the Industrial Discharge Permit of Industrial Users who are subject to such Standards shall be revised to require compliance with such Standard within the time frame prescribed by such Standard. An Industrial User with an existing Industrial Discharge Permit shall submit to the Director within one hundred eighty (180) days after the effective date of an applicable National Categorical Pretreatment Standard the baseline report required by Section 4.1(a) of these Regulations and 40 C.F.R. §403.12.
- b. Necessitated By Change in Wastewater Discharge: Any Industrial User who proposes to introduce a change in the nature, characteristics or constituents of its wastewater, or who proposes to increase its discharge so that the daily volume, strength, or rate of its discharge is at least ten percent (10%) greater than its permitted discharge shall, no less than thirty (30) days prior to said proposed change or increase, apply, on a form prescribed by the Director, for a modification to its Industrial Discharge Permit. After evaluation and acceptance of the data furnished, the Director may modify the Industrial User's Industrial Discharge Permit, subject to the terms and conditions provided herein.
- c. Necessitated By Change In Applicable Limitations or Requirements: The terms and conditions of an Industrial Discharge Permit issued hereunder may be subject to modification by the Director during the duration of the Permit as the limitations or requirements of these Regulations are modified or amended, or as the limitations or requirements of the Town's NPDES permit are modified or amended. The Industrial User shall be notified of any proposed modifications or amendments to its Industrial Discharge Permit at least thirty (30) days prior to the proposed effective date of such modification. Any modifications or amendments to the Industrial Discharge Permit shall include a reasonable time schedule for compliance therewith, but no compliance deadline therein shall be later than the deadline for compliance with an applicable National Categorical Pretreatment Standard.

### **3.6 Duration of Industrial Discharge Permits**

Industrial Discharge Permits shall be issued for a specified time period not to exceed two (2) years. An Industrial Discharge Permit may be issued for a period less than a year or may be stated to expire on a specific date. An Industrial User shall apply for Industrial Discharge Permit reissuance, on a form prescribed by the Director, at least ninety (90) days prior to the expiration of the Industrial User's existing Permit.

### **3.7 Industrial Discharge Permit Transfer**

Industrial Discharge Permits are issued to a specific Industrial User for a specific operation. An Industrial Discharge Permit shall not be reassigned or transferred or sold to a new owner, new Industrial User, different premises, or a new or changed operation without the approval of the Director, which must be obtained at least thirty (30) days in advance of the proposed transfer date. No such approval shall be granted absent submission to the Director of a written agreement between the existing and proposed new permittee which sets forth the date for and terms of the transfer of the Industrial Discharge Permit and all responsibilities, obligations, and liabilities thereunder. Any succeeding owner or Industrial User shall comply with the terms and conditions of the existing Industrial Discharge Permit and all of the terms and requirements of these Regulations.

### **3.8 Industrial Discharge Permit Decisions**

The Director shall provide all interested persons with notice of final decisions concerning Industrial Discharge Permit issuance and transfer. Any person, including the Industrial User to whom the Industrial Discharge Permit was issued, may petition the Director for review of the Industrial Discharge Permit issuance, modification, or transfer decision within thirty days of the date on which the decision was issued. Failure to submit a timely petition for review shall be deemed to be a waiver of Industrial Discharge Permit review.

A petition for review must set forth the Industrial Discharge Permit provisions or decision objected to, the reasons for the objection, and the alternative provisions, if any, which the petitioner seeks to have included in the Industrial Discharge Permit. The Board of Selectmen shall conduct the Permit review in accordance with the procedures set forth at Section 6.6 of these Regulations. The effectiveness of an Industrial Discharge Permit shall not be stayed pending the Board of Selectmen's review, but the Industrial Discharge Permit provisions objected to (other than those relating to achievement of compliance deadlines established under National Pretreatment Standards, Nation Prohibited Discharge Standards, and Local Discharge Limitations) shall be stayed pending the Board of Selectmen's review. The decision of the Board of Selectmen concerning the petition for review shall be a final administrative action.

### **3.9 Sewer Service Connections**

All Users required to obtain an Application and Permit for Sewer Connection from the Director pursuant to Section 3.1 hereof shall be subject to the following requirements:

- a. No unauthorized person shall uncover, make any connections with or opening into, use, alter, or disturb any public sewer or appurtenance thereof without first obtaining approval of an Application and Permit for Sewer Connection from the Director. Any person proposing a new discharge or a substantial change in volume or character of pollutants that are being discharged into the system, or a new owner of an existing connection, shall obtain the approval of an Application and Permit for Sewer Connection from the Director.
  
- b. There shall be two (2) classes of building sewer connections: (1) for residential and commercial service, and (2) for service to establishments producing industrial wastes. In either case, the owner or his agent shall make application on the Application and Permit for Sewer Connection, and shall be supplemented by plans, specifications, or other information considered pertinent in the judgment of the Director. A permit and inspection fee shall be paid to the Town of Mansfield at the time the application is filed. Existing Users connected to the Facility, who have not obtained an Application and Permit for Sewer Connection, shall apply for an Application and Permit for Sewer Connection within thirty (30) days after the effective date of these Regulations, and proposed new Users shall apply at least ninety (90) days prior to connecting to the sewerage system. Sewer Connection Permits for Industrial Users shall be issued for a specified time period, not to exceed five (5) years. A Sewer Connection Permit may be issued for a period less than a year or may be stated to expire on a specific date. The user shall apply for a Sewer Connection Permit reissuance a minimum of one hundred eighty (180) days prior to the expiration of the User's existing Sewer Connection Permit. The terms and conditions of the Sewer Connection Permit may be subject to modification by the Director during the term of the permit as discharge standards or requirements are modified or other just cause exists. The User shall be informed of any proposed changes in his Sewer Connection Permit at least thirty (30) days prior to the effective date of change. Any changes or new conditions in the Sewer Connection Permit shall include a reasonable time schedule for compliance. Sewer Connection Permits are issued to a specific User for a specific operation. A Sewer Connection Permit shall not be assigned or transferred or sold to a new owner, new User, different premises, or a new or changed operation without the written approval of the Director. Any succeeding owner or User shall also comply with all terms and conditions of the existing Sewer Connection Permit, if said permit is approved by the Director for the succeeding owner or User.

- c. All owners of buildings located on land abutting a public or private way in which there is a sanitary sewer shall, within one (1) year from a written notice given by the Director, connect with that sanitary sewer, provided that said public sewer is within one hundred (100) feet of the property line, unless prevented by topographic or other engineering reasons. All owners of buildings located on land adjacent to a sanitary sewer, other than abutting a public or private way, may connect to that sanitary sewer, with the approval of the Director.
- d. A separate and independent building sewer shall be provided for every building. However, where one building stands at the rear of another on an interior lot, both buildings are located within Mansfield, and no private sewer is available or can be constructed to the rear of the building through an adjoining alley, court, yard, or driveway, the building sewer from the front building may be extended to the rear building and the whole considered as one building sewer.
- e. Old building sewers may be used in connection with new buildings only when they are found, on examination and test by the Director, to meet all requirements of these Regulations.
- f. The size, slope, alignment, materials or construction of a building sewer, and the methods to be used in excavating, placing of the pipe, jointing, testing and backfilling the trench, shall all conform to the requirements of the Building and Plumbing code or other applicable rules and regulations of the Town of Mansfield. In the absence of code provisions or in amplification thereof, the materials and procedures set forth in appropriate specifications of the A.S.T.M. and W.P.C.F. Manual of Practice No. 9 shall apply. A cleanout connection shall be installed on the service pipe outside the house foundation.
- g. Whenever possible, the building sewer shall be brought to the building at an elevation below the basement floor. In all buildings in which any building drain is too low to permit gravity flow to the public sewer, sanitary sewage carried by such building drain shall be lifted by an approved means and discharged to the building sewer.
- h. No person shall make connection of roof downspouts, exterior foundation drains, areaway drains, or other sources of surface runoff or ground water to a building sewer or building drain which in turn is connected directly or indirectly to a public sanitary sewer.
- i. The connection of the building sewer into the public sewer shall conform to the requirements of the Building and Plumbing code or other applicable rules and regulations of the Town of Mansfield, or the procedures set forth in appropriate specifications of the A.S.T.M. and the W.P.C.F. Manual of Practice No. 9. A Licensed Drain Layer, licensed by the Town of Mansfield,

shall be required for the installation of the sewer service connection. All such connections shall be made gastight and watertight. Any deviation from the prescribed procedures and materials must be approved by the Director before installation.

- j. All sewer service connections shall be laid under the supervision of the Director or his representative. The Owner or his authorized representative shall so arrange his work to require the service of the Director or his representative for as short a time as practicable. No trench shall be filled in until the pipe laid therein has been inspected and approved by the Director or his representative. A minimum notice of forty-eight (48) hours prior to beginning construction is required to schedule a Town of Mansfield inspector.
- k. All excavations for building sewer installation shall be adequately guarded with barricades and lights so as to protect the public from hazard. Streets, sidewalks, parkways, and other public property disturbed in the course of the work shall be restored in a manner satisfactory to the Town of Mansfield.
- l. All costs and expenses incident to the installation and connection of the building sewer shall be borne by the owner. The owner shall indemnify the Town of Mansfield from any loss or damage that may directly or indirectly be occasioned by the installation of the building sewer.
- m. In the event a well is a source of a person's water and the person is connected to the public sewer, said person shall install and connect a meter on the well water supply, approved by the Director, at his expense, from which the Town of Mansfield may monitor the use of the sewer and determine the volume of water for preparing sewer use charges.
- n. All sewer service connections from the house or building to the sanitary sewer shall be built, repaired and maintained under the direction of the Director, and shall be paid for by the Owner of the land. The portion of the sewer service connection between the street line and the sewer on public ways shall be repaired and maintained by the Town of Mansfield. The portion of the sewer service connection between the street line and the sewer on a private way, and the service connection between all street lines and houses or buildings, are to be repaired and maintained by the Owner of the land.
- o. Sewer service connections shall be laid at such depth and gradient and in such locations as the Director may determine. The minimum gradient allowable shall be one quarter (1/4) inch per foot. No sewer service connection shall service more than one building except by permission of the Director. Sewer service connections shall be constructed of first quality polyvinyl chloride, cast iron sewer pipe, or other pipe approved by the Director, and jointed and laid with the standard methods of sewer construction, as approved by the Director. When completed the inside of a sewer service shall be left smooth and clean. No alteration in or connection with any service connection shall be made until application is made to and approved by the Director.

- p. The applicant for the Application and Permit for Sewer Connection shall notify the Director when the building sewer is ready for inspection and connection to the public sewer, forty-eight (48) hours prior to proposed connection. The connection shall be made under the supervision of the Director or his representative.
- q. If any sewer service connection becomes obstructed or otherwise fails to work properly, notice must be given promptly to the Director by the Owner or his duly authorized agent. If maintenance work is required between the street line and the house or building, the cost of such maintenance work shall be paid by the Owner. The cost of other maintenance work will be paid by the Town of Mansfield. The property owner(s) affected shall be responsible to determine that the obstruction is not on his property.

#### **SECTION 4. REPORTING REQUIREMENTS, MONITORING, AND INSPECTIONS**

##### **4.1 Reporting Requirements**

- a. **Baseline Report:** Within one hundred eighty (180) days following the effective date of a National Categorical Pretreatment Standard, an existing Industrial User subject to said Standard and currently discharging to or scheduled to discharge to the Facility shall submit to the Director a report as prescribed in 40 C.F.R. §403.12(b), which shall include the information required under Section 3.3(a) – (h) of these Regulations. This report shall be signed by an Authorized Representative of the Industrial User, and contain a statement certified by a qualified professional engineer indicating whether Pretreatment Standards are being met on a consistent basis and, if not, whether additional Operation and Maintenance (O&M) and/or additional pretreatment is required for the Industrial User to meet the Pretreatment Standards and Requirements.

At least ninety (90) days prior to commencement of discharge, New Sources, and sources that become Industrial Users subsequent to the promulgation of an applicable Categorical Standard, shall be required to submit to the Director a report which contains the information required in Section 3.3(a) – (h) of these Regulations. Reports by New Sources shall include information on the method of pretreatment the New Source intends to use to meet applicable Pretreatment Standards. The report shall be signed by an Authorized Representative of the Industrial User, and contain the certification described above.

- b. **Compliance Schedule Progress Reports:** If the certification statement described in paragraph 4.1(a), above, states that additional pretreatment and/or Operations and Maintenance (O&M) will be required to meet the Pretreatment

Standards and Requirements, the Industrial User shall submit to the Director a compliance schedule as described in paragraph 3.3(i) hereof. Not later than fourteen days following each date in the compliance schedule and the final date for compliance, the Industrial User shall submit a progress report to the Director as prescribed at 40 C.F.R. §403.12(c) stating, at a minimum, whether or not the Industrial User complied with the increment of progress to be met on such date and, if not, the date on which it expects to comply with this increment of progress; the reason for the delay; and the steps being taken by the Industrial User to return the construction to the schedule established. In no event shall more than nine (9) months elapse between such progress reports to the Director.

- c. Compliance Deadline Report: Within ninety (90) days following the date for final compliance with applicable categorical Pretreatment Standards or, in the case of a New Source, following commencement of the introduction of wastewater into the Facility, any Industrial User subject to Pretreatment Standards and Requirements shall submit to the Town a report containing the information described in Section 3.3 (d) – (f) of these Regulations. For Industrial Users subject to equivalent mass or concentration limits established by the Town in accordance with the procedures in 40 C.F.R. §403.6(c), this report shall contain a reasonable measure of the Industrial User’s long-term production rate. For all other Industrial Users subject to categorical Pretreatment Standards expressed in terms of allowable pollutant discharge per unit of production (or other measure of operation), this report will include the Industrial User’s actual production during the appropriate sampling period.
- d. Periodic Reports on Continued Compliance:
  - i. Any Industrial User subject to a categorical Pretreatment Standard after the compliance date of such Pretreatment Standard or, in the case of a New Source, after commencement of the discharge into the Facility, shall submit to the Town during the months of June and December, unless required more frequently in the Pretreatment Standard or by the Town, EPA, or DEP, a report indicating the nature and concentration of pollutants in the effluent which are limited by such categorical Pretreatment Standards. In addition, this report shall include a record of measured or estimated average and maximum daily flows for the reporting period for the Discharge reported in paragraph (d) of Section 3.3 of these Regulations, except that the Town may require more detailed reporting of flows. At the discretion of the Town and in consideration of such factors as local high or low flow rates, holidays, budget cycles, etc., the Town may agree to alter the months during which the above reports are to be submitted.
  - ii. Where the Town has imposed mass limitations on Industrial Users as provided by 40 C.F.R. §403.6(d), the report required by Section 4.1(d)(i)

of these Regulations shall indicate the mass of pollutants regulated by Pretreatment Standards in the Discharge from the Industrial User.

- iii. For Industrial Users subject to equivalent mass or concentration limits established by the Town in accordance with the procedures in 40 C.F.R. §403.6(c), the report required by Section 4.1(d)(i) of these Regulations shall contain a reasonable measure of the Industrial User's long-term production rate. For all other Industrial Users subject to categorical Pretreatment Standards expressed only in terms of allowable pollutant discharge per unit of production (or other measure of operation), the report required by Section 4.1(d)(i) of these Regulations shall include the Industrial User's actual average production rate for the reporting period.
- e. Reports by Significant Industrial Users Not Subject to Pretreatment Standards: Any Significant Industrial User which is not subject to categorical Pretreatment Standards or Requirements shall submit to the Town, during the months of June and December (unless required more frequently by the Town, EPA, or DEP), a report as prescribed under 40 C.F.R. §403.12(h) describing the nature, concentration and flow of those pollutants specified by the Town.
- f. Notification of Hazardous Waste Discharge:
  - i. An Industrial User shall notify the Director, the EPA Regional Waste Management Division Director, and the Director of DEP's Division of Hazardous Waste, in writing, of any discharge into the Facility of a substance which, if otherwise disposed of, would be a hazardous waste under 40 C.F.R. Part 261. Such notification shall include the name of the hazardous waste as set forth in 40 C.F.R. Part 261, the EPA hazardous waste number, and the type of discharge (continuous, batch or other). If the Industrial User discharges more than 100 kilograms of such waste per calendar month to the Facility, the notification shall contain the following information to the extent such information is known and readily available to the Industrial User: an identification of the hazardous constituents contained in the wastes, an estimation of the mass and concentration of such constituents in the wastestream discharged during the calendar month, and an estimation of the mass of constituents in the wastestream expected to be discharged during the following twelve months.

All existing Industrial Users must file such notifications no later than one hundred eighty (180) days after the discharge of the listed or characteristic waste. Any notification under this Section 4.1(f) need be submitted only once for each hazardous waste discharge. However, all Industrial Users must notify the Director in advance, in accordance with Section 3.5 (b) of these Regulations, of any change in their wastewater discharge. The notification requirement set forth herein does not apply to any pollutants already reported under the self-monitoring requirements set forth in Sections 4.1(a), (b), (c), (d) and (e), above.

- ii. An Industrial User is exempt from the requirements of Section 4.1(f)(i), above, during a calendar month in which it discharges no more than fifteen kilograms of hazardous wastes, unless the wastes are acute hazardous wastes as specified in 40 C.F.R. §§261.30(d) and 261.33(e). Discharge of more than fifteen kilograms of non-acute hazardous wastes in a calendar month, or any quantity of acute hazardous waste as specified in 40 C.F.R. §§261.30(d) and 261.33(e), requires a one-time notification. Subsequent months during which the Industrial User discharges more than such quantities of any hazardous waste do not require additional notification.
- iii. In the case of any new regulations under Section 3001 of RCRA identifying additional characteristics of hazardous waste or listing any additional substance as hazardous waste, the Industrial User must notify the Director, the EPA Regional Waste Management Waste Division Director, and the Director of DEP's Division of Hazardous Waste, of the discharge of such substance within ninety (90) days of the effective date of such regulations.
- iv. In the case of any notification made under this Section 4.1(f), an Industrial User shall certify that it has a program in place to reduce the volume and toxicity of hazardous wastes generated to the degree it has determined to be economically practical.
- g) Notifications of Potential Problems: All Users shall notify the Director immediately of all discharges that could cause problems to the Facility, including any slug loadings by an Industrial User.

#### **4.2 Monitoring and Analysis**

The reports required in Sections 4.1 and 3.3(d) and (e), supra, and such other reports as the Director may require under these Regulations, shall contain the results of all sampling and analysis of the Industrial User's discharge, whether or not conducted more frequently than required by the Director, or these Regulations, including the flow and the nature and concentration of pollutants contained therein which are limited by applicable Pretreatment Standards and Requirements. The sampling and analysis may be performed by the Director in lieu of the Industrial User, in which event the Industrial User will not be required to submit the compliance certification set forth in Section 4.1(a), above. In addition, where the Director collects all of the information required for the report, including analytical results and flow data, the Industrial User is not required to submit the report or compliance certification required therein.

If the Industrial User's sampling indicates a violation, the User must notify the Director within 24 hours of becoming aware of such violation. The Industrial User must also repeat the sampling and analysis, and submit the results of the

repeat analysis to the Director within thirty (30) days after becoming aware of the violation. The Industrial User is not required to resample, however, if the Director performs sampling at the Industrial User at a frequency of at least once per month, or the Director performs sampling at the Industrial User between the time when the Industrial User performs its initial sampling and the time when said User receives the results of the sampling.

The frequency of monitoring shall be prescribed in the Industrial Discharge Permit and, for Industrial Users subject to National Pretreatment Standards, shall not be less frequent than prescribed in Section 4.1(d). All analyses shall be performed in accordance with procedures established by the EPA pursuant to section 304(h) of the Act and contained in 40 C.F.R. Part 136 and amendments thereto, or with any other test procedures approved by the EPA. Sampling shall be performed in accordance with the techniques approved by the EPA. Where 40 C.F.R. Part 136 does not include sampling or analytical techniques for the pollutants in question, or where the EPA determines that the Part 136 sampling and analytical techniques are inappropriate for the pollutant in question, sampling and analyses shall be performed using validated analytical methods or any other sampling and analytical procedures, including procedures suggested by the Director or other parties, approved by the EPA.

#### **4.3 Recordkeeping Requirements**

An Industrial User subject to the reporting requirements set forth in Section 4.1, supra, shall maintain records of all information resulting from any monitoring activities required thereunder. Such records shall include, for all samples:

- a. The date, exact place, method, and time of sampling and the names of the person or persons taking the samples;
- b. The dates analyses were performed;
- c. Who performed the analyses;
- d. The analytical techniques/methods used; and
- e. The results of such analyses.

The Industrial User shall keep copies of all such records and reports of monitoring activities and results for a minimum of three (3) years, and shall make such records available for inspection and copying by EPA, DEP and the Director. This period of retention shall be extended during the course of any unresolved enforcement proceeding regarding the discharge of pollutants by the Industrial User or the operation of the Facility pretreatment program, or when requested by DEP, EPA or the Director.

#### **4.4 Monitoring Facilities**

Each User shall provide, operate, and maintain, at the User's own expense, monitoring facilities to allow inspection, sampling, and flow measurement of the

building sewer and/or internal drainage systems. The monitoring facility should normally be situated on the User's premises, but the Town may, when such a location would be impractical, unsafe, or cause undue hardship to the User, allow the facility to be constructed in the public street or sidewalk area and located so that it will not be obstructed by landscaping or parked vehicles. If the monitoring facility is constructed in or on a public way or sidewalk, the User shall indemnify the Town of Mansfield from any loss or damage that may directly or indirectly be occasioned by the construction, operation, or maintenance of the monitoring facility. Facilities approved by the Director to be constructed in the public way shall be owned and maintained by the User, and all costs associated with the installation, operation, and maintenance shall be paid for by the User.

There shall be ample room in or near such sampling manhole or facility to allow accurate sampling and preparation of samples for analysis. The facility, sampling, and measuring equipment shall be maintained at all times in a safe and proper operating condition at the expense of the User.

Whether constructed on public or private property, the sampling and monitoring facilities shall be provided in accordance with the Town's requirements and all applicable local construction standards and specifications. Construction shall be completed within ninety (90) days following written notification to the User by the Town.

#### **4.5 Inspection and Sampling**

The Town shall have the authority to inspect the facilities of any User to ascertain whether the purpose and requirements of these Regulations are being met. At least once per year, the Town, shall inspect and sample the effluent from each Significant Industrial User. The Town shall also have the authority to inspect any Domestic Source to ascertain whether the purpose and requirements of these Regulations are being met.

Persons or occupants of premises where wastewater is created or discharge shall allow the Town or its representative ready access at all reasonable times to all parts of the premises for the purposes of inspection, sampling, records examination and copying, or the performance of any of their duties. The Town, DEP, and EPA shall have the right to set up on the User's property such devices as are necessary to conduct sampling, inspection, compliance monitoring, and/or metering operations. Where a User has security measures in force which would require proper identification and clearance before entry into its premises, the User shall make necessary arrangements with its security guards so that upon presentation of suitable identification, personnel from the Town, DEP, and EPA will be permitted to enter, without delay, for the purposes of performing their specific responsibilities.

#### **4.6 Right of Access**

In addition to all other rights of access permitted by law, the duly authorized employees of the Town of Mansfield bearing proper credentials and identification shall be permitted to enter all private properties through which the Town of Mansfield holds a duly negotiated easement for the purposes of, but not limited to, inspection, observation, measurement, sampling, repair and maintenance of any portion of the Sewerage System lying within said easement. All entry and subsequent work, if any, on said easement shall be done in full accordance with the terms of the duly negotiated easement pertaining to the private property involved.

#### **4.7 Confidential Information**

In accordance with 40 C.F.R. §403.14 and 314 C.M.R. §2.11, any information and data concerning a User which is contained in or obtained from reports, questionnaires, Permit applications, Permits, monitoring programs, and inspections shall be available to the public and governmental agencies without restriction, unless the User specifically claims, and is able to demonstrate to the satisfaction of the Director that the release of such information would divulge information, processes or methods of production entitled to protection as trade secrets of the User. Any such claim of confidentiality must be asserted at the time of submission in the manner prescribed on the application form or instructions or by stamping or writing the words "CONFIDENTIAL BUSINESS INFORMATION" on each page containing such information. If no claim is made, the Director may make the information available to the public without further notice.

Notwithstanding any claim of confidentiality, any information and data provided to the Director which is effluent data, as defined at 40 C.F.R. §2.302 (including, but not limited to, wastewater constituents and characteristics), shall be available to the public without restriction. All other information and data shall be available to the public at least to the extent provided by 40 C.F.R. §2.302.

Information accepted by the Director as confidential shall not be made available for inspection by the public, except as provided by 40 C.F.R. §2.302, but shall be made available upon written request to governmental agencies for uses related to these Regulations, the National Pollutant Discharge Elimination System (NPDES) Permit, DEP permit, and the industrial pretreatment program; provided, however, that such portions of a report shall be available for use by the State or any state agency, the Town, or by the United States or EPA in criminal or civil judicial or administrative enforcement proceedings involving the User.

## **SECTION 5. FEES**

### **5.1 Charges and Fees**

One of the purposes of these Regulations is to provide for the recovery of costs from persons who use the wastewater collection and treatment system of the Town of Mansfield, and the Facility, in order to implement the programs established herein. The Town of Mansfield may adopt charges and fees which may include:

- a. fees for reimbursement of the costs of setting up and operating the Facility's pretreatment program;
- b. fees for monitoring, sampling, inspections, and surveillance procedures;
- c. fees for reviewing accidental discharge procedures and construction;
- d. fees for Permit applications and modifications;
- e. fees for consistent removal by the Town of pollutants otherwise subject to National Categorical Pretreatment Standards;
- f. fees for sludge disposal;
- g. fees for use of the wastewater collection and treatment system of the Town of Mansfield; and
- h. other fees as the Town of Mansfield and the Commission may deem necessary to carry out the requirements contained herein.

### **5.2 Assessment of Charges and Fees**

The applicable charges or fees for the items enumerated in Section 5.1, above, shall be set from time to time by the Town and shall be assessed on a fee-for-specific-service basis and in accordance with a schedule duly adopted by the Town of Mansfield and annexed hereto as Schedule B.

### **5.3 Lien for Overdue Charges**

The Town may place a lien upon any property or premises for which sewer use or service charges are more than 60 days overdue. Notwithstanding such lien, any overdue sewer use or service charges may be collected through any legal means, including the shutting off of a sewer connection, which may be deemed advisable by the Town.

## SECTION 6. ENFORCEMENT

### **6.1 Imminent Endangerment**

The Director may immediately halt or prevent any discharge of pollutants which reasonably appears to present an imminent endangerment to the health or welfare of persons. In the event that the Director determines that a discharge of pollutants reasonably appears to present an imminent endangerment to the health or welfare of persons, the Director shall provide informal (oral or written) notice of said determination to the discharger. Said discharger shall immediately stop or eliminate such discharge and shall submit written proof of the elimination of the discharge to the Director within forty-eight (48) hours of receipt of notice of the Director's determination. If the discharger fails voluntarily to halt such discharge, the Director shall take such actions as he or she deems necessary to prevent or minimize endangerment to the health or welfare of persons. Such actions include, but are not limited to, seeking *ex parte* temporary injunctive relief, entry on private property to halt such discharge, blockage of a public sewer to halt such discharge, severance of the sewer connection, suspension of wastewater disposal service, suspension or revocation of a Sewer Connection Permit or Industrial Discharge Permit, and institution of legal action. The Director shall provide informal, telephoned notice, each to the other, of any such action.

After such discharge has been halted, the Director may take such other and further actions provided under this Section as may be necessary to ensure elimination of said discharge and compliance with the terms of these Regulations and any Application and Permit for Sewer Connection or Industrial Discharge Permits issued hereunder.

### **6.2 Harmful Discharges**

The Director shall have the authority, in accordance with the procedures set forth in Section 6.4 hereof, to halt or prevent any discharge of pollutants which:

- a. presents or may present an endangerment to the environment;
- b. threatens to interfere with the operation of the Facility;
- c. threatens to cause the Facility to violate any condition of its NPDES permit;  
or
- d. is otherwise in violation of these Regulations, applicable state or federal regulations, or the terms, conditions, and requirements of any Sewer Connection Permit or Industrial Discharge Permit issued hereunder.

### **6.3 Revocation of Permit**

Any User who violates the following conditions of these Regulations, or applicable state and federal regulations, is subject to having its Application and Permit for Sewer Connection or Industrial Discharge Permit revoked in accordance with the procedures set forth in Section 6 of these Regulations:

- a. Failure of an Industrial User to report factually the wastewater constituents and characteristics of its discharge;
- b. Failure of a User to report significant changes in its operations, or the constituents and characteristics of its wastewater;
- c. Refusal of reasonable access to the User's premises for the purpose of inspection or monitoring; or,
- d. Violation of conditions of the User's Permit.

### **6.4 Administrative Enforcement Proceedings**

The Town may conduct administrative enforcement proceedings to enforce compliance with these Regulations and the provisions of any Permit issued hereunder with respect to all Users of the Facility.

### **6.5 Notices of Violation, Compliance Orders, and Orders to Show Cause**

Whenever the Director determines that any person has caused a discharge of pollutants described in Section 6.2 or has engaged in conduct prohibited in Section 6.3 above, in violation of these Regulations, applicable state and federal regulations, or any Permit issued hereunder, the Director shall serve upon such person, either personally or by mail, a written notice stating the nature of the violation. In addition, said Notice of Violation shall contain one or both of the following:

- a. Compliance Order: The Director may issue a Compliance Order directing the person to take specified actions to comply with these Regulations or the provisions of any applicable Permit within a time schedule set forth by the Director. The Compliance Order may provide for the pursuit in a court of competent jurisdiction of civil penalties as prescribed in Section 7, infra, and may provide that the person's wastewater disposal service and/or Industrial Discharge Permit shall be suspended pending submission of proof satisfactory to the Director that specified violations of these Regulations or the Permit have been abated or corrected.
- b. Order to Show Cause: The Director may order the person to show cause before the Town of Mansfield Board of Selectmen why the proposed enforcement action should not be taken. Any such Show Cause Hearing shall be noticed and conducted in accordance with the provisions of Section 6.6, infra.

## 6.6 Show Cause Hearing

- a) Notice Requirements: A notice shall be served on the person specifying the time and place of a hearing to be held by the Board of Selectmen regarding the violation, the proposed enforcement action, the reasons why the action or Industrial Discharge Permit or Sewer Connection Permit issuance, modification, or transfer decision is to be taken, and directing the person to show cause before the Board of Selectmen why the proposed enforcement action should not be taken. The notice of the hearing shall be served personally or by registered or certified mail (return receipt requested) at least ten (10) days before the hearing. Service must be made on an Authorized Representative of a corporation.
- b) Conduct of the Hearing: The Town of Mansfield Board of Selectmen shall conduct the hearing and take the evidence, or may designate any of its members or the Director to:
  - i) Issue in the name of the Board of Selectmen or the Commission notices of hearings requesting the attendance and testimony of witnesses and the production of evidence relevant to any matter involved in such hearings;
  - ii) Take evidence;
  - iii) Transmit a report of the evidence and hearing, including transcripts and other evidence, together with recommendations to the Board of Selectmen for action thereon; and
  - iv) Take any further necessary action as permitted by these Regulations or applicable contracts or agreements.
- c) Testimony Recorded Under Oath: At any hearing held pursuant to these Regulations, testimony taken must be under oath and recorded, either stenographically or by voice recording. The transcript, so recorded, will be made available to any member of the public or any party to the hearing upon payment of the usual charges therefor.
- d) Orders: After the Board of Selectmen has reviewed the evidence, it may issue an order affirming, modifying, or rescinding its decision concerning the subject action or the denial, modification or transfer of an Industrial Discharge Permit or Sewer Connection Permit. The Board of Selectmen may also issue an order to the person responsible for the discharge directing that its wastewater disposal service be discontinued or its Industrial Discharge Permit or Sewer Connection Permit be revoked or suspended immediately, or following a specified time period if adequate treatment facilities, devices, or other related appurtenances have not been installed or existing treatment facilities, devices, or other related appurtenances are not properly operated so as to correct or eliminate the discharge. Further orders and directives as are necessary and appropriate may be issued.

**6.7 Legal Action**

If any person discharges sewage, industrial wastes, or other wastes into the Facility contrary to the provisions of these Regulations, any applicable federal, state or local pretreatment requirements, the conditions and requirements of any Application and Permit for Sewer Connection or Industrial Discharge Permit issued hereunder, or any order of the Director, or Board of Selectmen, counsel for the Town of Mansfield may commence an action for appropriate legal and/or equitable relief in either state or federal court.

**6.8 Liability for Damage**

No person shall maliciously, willfully, or negligently break, damage, destroy, uncover, deface, or tamper with any structure, appurtenance, or equipment which is a part of the Sewerage System or the Facility.

Any person violating this provision shall be subject to immediate arrest under charge of disorderly conduct.

**SECTION 7. PENALTIES AND COSTS**

Any person who violates an Order of the Town of Mansfield Board of Selectmen or fails to comply with any provisions of these Regulations or the orders, rules, compliance schedules, and Permits issued hereunder, may be assessed a civil penalty of up to Five Thousand Dollars (\$5,000) per day for each violation. A criminal penalty may also be sought, consistent with state law. Each day on which a violation shall occur or continue shall be deemed a separate and distinct offense.

In addition to the penalties provided herein, the Town may recover reasonable attorneys' fees, court costs, court reporters' fees and other expenses of litigation by appropriate legal action against the person found to have violated these Regulations or the orders, rules, compliance schedules, and Permits issued thereunder.

Any person violating any of the provisions of these Regulations or the orders or Permits issued thereunder shall become liable to the Town of Mansfield for any expense, loss or damage occasioned the Town of Mansfield by reason of such violation. The Town may add the amount of any such expense, loss, or damage, including the cost of non-judicial enforcement activities under these Regulations, to a User's bill for sewer use charges, in accordance with the provisions of Section 5.1 of these Regulations.

**SECTION 8. SEVERABILITY**

If any provision, paragraph, word, section, or article of these Regulations is invalidated by any court of competent jurisdiction, the remaining provisions, paragraphs, words, sections, and chapters shall not be affected and shall continue in full force and effect.

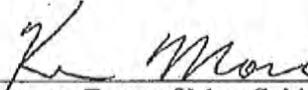
**SECTION 9. CONFLICT**

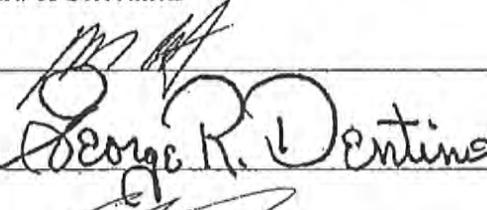
All other regulations, ordinances and bylaws, and any parts thereof, which are inconsistent or conflict with any part of these Regulations are hereby repealed to the extent of such inconsistency or conflict.

SECTION 10.EFFECTIVE DATE

These Regulations shall be in full force and effect from and after the tenth day following their publication and filing with the Town of Mansfield Board of Selectmen

Approved this *8th* day of *December, 2010*.

  
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Chairman, Town of Mansfield  
Board of Selectmen

  
\_\_\_\_\_  
*George R. Dentino*  
\_\_\_\_\_  
\_\_\_\_\_

ATTEST:   
\_\_\_\_\_  
Town Clerk  
Town of Mansfield

Sewer Use Regulations original adoption date: September 19, 1990  
Revised: February 21, 1996  
Revised: June 6, 2001  
Revised: October 2004  
Revised: March 19, 2008  
Revised: November 5, 2008  
Revised: April 15, 2009  
Revised: December 8, 2010

## HISTORY OF CHANGES TO SEWER USE REGULATIONS

**9/19/90** – Mansfield’s Sewer Use Regulations (SUR) adopted.

**2/21/96** – Changes were adopted to comply with EPA mandate that controlling legal documents be consistent with the minimum legal authority requirements set forth in 40 CFR Part 403, the General Pretreatment Regulations. The law firm of Palmer & Dodge, LLP, reviewed the SUR and provided the recommended changes.

**6/6/01** – Changes to local discharge limits (Schedule A). Periodic local limits updates are mandated by EPA as a NPDES Permit requirement. Camp, Dresser & McKee performed the 2001 local limits study and recommended the specific changes required.

**10/27/04** – Revision added words “by hard piping” to Section 2 – Regulation of Wastewater Discharges, Part 2.2a, Specific Discharge Prohibitions.

**3/19/08** – Revision required bringing the document into compliance with changes to 40CFR 403, known as the “Pretreatment Streamlining Rule”. Camp, Dresser & McKee reviewed the SUR and provided recommended language to bring the regulations into compliance with the new EPA rule (Ref. Section 2 – Regulation of Wastewater Discharges, Part 2.10, Public Participation: Lists of Industrial Users in Significant Noncompliance).

**11/5/08** – Revision lowered wastewater pH limit from 6.5 S.U. (standard units) to 6.0 S.U. (Ref. Section 2 – Regulation of Wastewater Discharges, Part 2.2(d), Specific Discharge Prohibitions).

**4/15/09** - Specifically, EPA requires changing the Federal Law citation in Section 1.4(28), the “New Source” definition, from 403.3(k)(1) to 403.3(m)(1), changing the citation in the Section 1.4(45)(b), the “Significant User” definition, from 403.3(t)(2) to 403.3(v)(2), and changing all references to DEP in Section 2.4 Removal Credits, to refer to EPA instead.

**12/8/10** – Revision increased upper pH limit from 8.0 S.U. (standard units) to 10.0 S.U. (Ref. Section 2 – Regulation of Wastewater Discharges, Part 2.2(d), Specific Discharge Prohibitions).

## SCHEDULE A

### Local Discharge Limitations

<u>Parameters</u>	<u>Concentration (mg/l)</u>
Antimony	52.32
Arsenic	0.32
Beryllium	0.17
Boron	2.0
Cadmium	0.84
Chromium	0.53
Copper	2.5
Cyanide	0.26
Lead	0.50
Mercury	0.00
Molybdenum	0.31
Nickel	0.49
Selenium	1.37
Silver	0.52
Thallium	1.90
Zinc	1.10

(revised in 2001)

## **SCHEDULE B**

### **Charges and Fees Applicable to Industrial Users**

#### **I. Annual Permit Fees**

Significant Industrial Users	\$125
Non-Significant Industrial Users	
Long Form	\$ 50
Short Form	\$ 10

#### **II. Annual Flow-Based Surcharges**

Industrial Users shall pay annual flow-based surcharges to cover the non-labor costs of the Town's Industrial Pretreatment Program. The surcharge rate will be adjusted annually by the Town based on the anticipated fiscal year budget. If surcharge revenues are less than projected during any fiscal year, the Town may increase its surcharge rate to recover the whole cost for the Town's Industrial Pretreatment Program.

The flow form Industrial Users is approximately 51,126,056 gallons per year (6,835,034 cubic feet per year) based on past data. The initial surcharge rate is calculated as follows:

$$\begin{aligned} \text{Surcharge/1000 cubic feet} &= \frac{\$7450 \times 1000 \text{ c.f./billing unit}}{6,835,034} \\ \text{(/1000 c.f.)} & \\ & \\ & \$1.09/1000 \text{ c.f.} \end{aligned}$$

The surcharge rate also may be adjusted by the Town based on changes in the flow from Industrial Users.

#### **III. Direct Backcharges for Laboratory Costs**

Each Industrial User will be billed a direct backcharge for all laboratory costs incurred by the Town or the Commission for sampling of the Industrial User's discharge or within the Industrial User's facility required by EPA, DEP, the Town, or the Commission.

**Appendix D**  
**Septage Regulations (Mansfield)**

TOWN OF MANSFIELD  
WASTEWATER TREATMENT FACILITY  
SEPTAGE RULES & REGULATIONS

Section I

- 1.1 Hazardous Waste - a hazardous waste as defined in the Massachusetts Hazardous Waste Regulations 310 CMR 30.000.
- 1.2 Industrial Waste - any liquid, gaseous or solid waste substance or a combination thereof resulting from any process of industry, manufacturing, trade or business or from the development or recovery of any natural resources.
- 1.3 Office - the area of the Mansfield WPCF in which the receptionist desk is located.
- 1.4 Plant - Mansfield Water Pollution Control Facility.
- 1.5 Septage - the liquid and solid wastes, primarily of sewage origin, that are removed from a cesspool, septage tank or similar receptacles.
- 1.6 Septage Disposal Permit - permit issued to individual septage hauling companies. The permit shall contain but is not limited to the following information: Company name & address, owner name and address, the names and addresses of all company drivers to use this facility, a list of all trucks to use facility, their registrations and certified volumes and a statement of attestation. All companies using the Plant are required to obtain a Septage Disposal Permit.
- 1.7 Septage Manifest Slip - required slips purchased at the Mansfield Town Hall. The slips are used to identify the origin of each load of septage delivered to the Plant.
- 1.8 "Shall" is mandatory; "May" is permissive.

Section II

- 2.1 All septage disposal company owners desirous of disposing septage at the Mansfield Wastewater Treatment Facility shall obtain a septage disposal permit from the Mansfield DPW Office, in person.
- 2.2 To apply for a septage disposal permit the owner of the disposal company must:

1. have each vehicle to be used certified as to its volume by the sealer of weights and measures for the town in which the company is based.

2. have written permission from the Boards of Health to convey within the towns which are serviced by said company. (Pursuant to 310 CMR 15.19)

3. provide documentation as required in section II, 2.1 and 2.2, to the Town of Mansfield upon filing for a septage disposal permit. (This documentation will be filed with a copy of the permit at the Mansfield Town Hall and the Wastewater Treatment Facility.)

2.3 All information contained on the permit shall be filled out completely and accurately. Any false or misleading information shall be grounds for permit revocation.

2.4 The septage disposal permit shall be signed by the owner of the disposal company in the presence of an agent of the Town of Mansfield.

2.5 Any changes in information provided on the permit shall be brought to the attention of the Plant Operations Manager immediately. Written notification of the change shall be filed, on a form provided by the Town of Mansfield, within five (5) working days of the change.

2.6 An applicant having completed the procedures in section II, 2.1 thru 2.4, will receive a permit.

2.7 A permit issued under section II, 2.6, shall be automatically renewed each year upon application by the applicant during the month of July as long as there is continued compliance with section II and the permit has not been suspended or revoked. If the application does not meet these conditions, the applicant must re-apply for the permit in accordance with section II.

2.8 Septage Disposal Permits are issued to specific owners for specific companies. The Permits are therefore non-transferable. Any change in company name or ownership shall cause the permit to be null and void.

### Section III

3.1 Holders of Septage Disposal Permits under Section 2.6 shall be required to obtain Septage Manifest Slips at the Mansfield Town Hall.

- 3.2 Manifest Slips shall be purchased in advance. The cost of the slips shall be established by the Board of Selectmen, based upon the estimated cost of treating the septage multiplied by the certified truck volume. The rate shall be set at the beginning of each fiscal year (July 1st).
- 3.3 Manifest Slips that were purchased at the previous year's rate will be honored until August 1st of the new fiscal year. This "grace period" is established to allow companies to exchange the old slips for the new fiscal year slips. Credit equal to the full value of the old slips shall be applied toward the purchase of new slips. No old slips shall be accepted after the "grace period".
- 3.4 Septage Manifest Slips shall be used to identify the origin of each load contained on the truck at the time of off-loading. All slips shall be filled out completely and legibly according to the directions contained on the slips. All information shall be accurate and verifiable.

#### Section IV

- 4.1 Violations shall be issued against the Company and not against the individual drivers. Individual drivers may however be held liable for civil and or criminal penalties consistent with local, state and federal laws.
- 4.2 Any conditions not specifically covered in these Regulations shall be subject to current Federal, State and Local Regulations pertaining to septage and septage hauling. In all cases the most stringent regulations shall apply.
- 4.3 All septage dumped at the Mansfield Wastewater Treatment Facility shall conform to the Discharge Prohibitions of the Mansfield Sewer Use Regulations (Section 2.1 and 2.2).
- 4.4 Septage Manifest Slips shall be dropped off at the office prior to off-loading. No one shall be allowed to off-load unless a Septage Manifest Slip is produced for the load(s) being dumped.
- 4.5 Septage generated from within the Towns of Mansfield, Foxboro and Norton shall be accepted at the Plant. Origins listed on Septage Disposal Manifests must be verifiable within one week of the date of discharge at the Plant. Any origins which cannot be verified, will be considered to be illegal discharge. The Operations Manager or his designee has the option to verify the

origin of each load prior to allowing the truck to be off-loaded.

- 4.6 Manifests shall be filled out completely as directed on the form. The driver shall sign the statement at the bottom of each slip. Slips not properly filled out shall be grounds for refusal of off-loading privileges for that particular load.
- 4.7 The Operations Manager or his designee shall have the right to test a sample of the vehicle's contents prior to off-loading for the purpose of determining whether the septage conforms to the parameters as set forth in the Mansfield Sewer Use Regulations (Section 2.1 and 2.2). The Manager reserves the right to take the sample to be tested at any time during the off-loading process. Any septage found not to conform to these rules shall result in the appropriate action being taken against the company and/or company owner.
- 4.8 Industrial and Hazardous Wastes are not accepted. Industrial Wastes are subject to the Mansfield Pretreatment Regulations and therefore, companies desirous of having their industrial waste discharged via septage haulers at the Facility must contact either the Operations Manager or the Mansfield Pretreatment Coordinator (Asst. Operations Manager) for special instructions regarding the waste.
- 4.9 All off-loading shall be completed during the times posted in the lobby unless specific arrangements are made with either the Operations Manager or the Assistant Operations Manager.
- 4.10 The driver shall be responsible for cleaning up any spillage made during his off-loading. Spillage and cleaning water shall be directed toward the drains located above each holding tank.
- 4.11 All major spills shall be reported to Plant personnel immediately.
- 4.12 It is the responsibility of each driver to check the septage tank level indicators prior to discharging the load without the danger of overfilling. If the levels are high, plant personnel shall be notified before off-loading begins.
- 4.13 All equipment used by the septage haulers shall be maintained in good repair pursuant to 310 CMR 15:19. The Operations Manager or his designee may prohibit the use of any vehicle or equipment found not to be in good repair

which contributes to nuisance or unsanitary conditions.

- 4.14 Truck washing is prohibited. It is however, permissible to wash off spillage which may have occurred on the back of the truck during off-loading. This pertains to the very rear of the truck only.
- 4.15 All haulers shall enter and exit the building through the front (lobby) door. All other areas of the Operations Building are off limits except for the lavatory facilities located on the first floor. Haulers using the facilities shall enter and exit the building through the front door.
- 4.16 The Operations Manager shall have the right to reduce the amount of septage received at the plant. The Operations Manager shall only exercise this right in order to maintain Plant performance or to maintain the ability to enforce the Septage Disposal Rules and Regulations. This reduction shall not violate any Intermunicipal Agreements.
- 4.17 The Town reserves the right to amend these regulations as needed to protect its workers and property as well as ensure the Plant's continued compliance with the conditions of its NPDES Permit. All septage companies shall be notified of subsequent amendments in a timely manner.

#### Section V

- 5.1 Violations of any of the following sections shall result in a one (1) workday suspension of dumping privileges. Three such suspensions for any violation or combination of violations within one calendar year shall result in a five (5) workday suspension of dumping privileges.
  - 1. SECTION 4.4 - Manifest slips not dropped off prior to off-loading
  - 2. SECTION 4.6 - Manifest slips not filled out properly or legibly.
  - 3. SECTION 4.10 - Off-loading not occurring during posted hours only.
  - 4. SECTION 4.11 - Drivers not cleaning up after themselves.
  - 5. SECTION 4.12 - Drivers not reporting any major spillage immediately.

6. SECTION 4.13 - Drivers not checking tank level indicators prior to off-loading - resulting in tank overflow.
  7. SECTION 4.14 - Washing trucks.
  8. SECTION 4.15 - Drivers in unauthorized areas of the plant.
- 5.2 Violations of the following sections shall result in a five (5) working day suspension of dumping privileges for each offense.
1. SECTION 2.5 - Notification of changes in permit information.
  2. SECTION 3.4 - Unverifiable loads.
  3. SECTION 4.3 - Discharges not conforming to Mansfield Sewer Use Regulations. (Specifically Sections 2.2 (a), (c), (d), (h), (i) & (k) of the regulations. Violations of all other sections of the sewer use regulations are covered in section 5.3 of these septage rules and regulations.)
- 5.3 Violations of the following sections shall result in a one month suspension of dumping privileges for each offense.
1. SECTION 2.2 - Vehicle certification, permission from appropriate Boards of Health & required documentation.
  2. SECTION 2.5 - Permit changes. Specifically with respect to any sanctions imposed by local Boards of Health or other governing authorities.
  3. SECTION 4.3 - Discharges not conforming to the Mansfield Sewer Use Regulations. (Specifically those discharges covered in Sections 2.1 & 2.2 (f), (g) & (j) of those regulations.)
- 5.4 Violations of the following sections shall result in a one (1) year suspension of dumping privileges for each offense.
1. SECTION 4.8 - Industrial and hazardous are not accepted.
  2. SECTION 4.3 - Discharges not conforming to the Mansfield Sewer Use Regulations. (Specifically those sections dealing with industrial or hazardous wastes.)
- 5.5 Violations of the following sections shall result in

permit revocation. When a permit is revoked, the applicant must wait one (1) month to reapply for a new permit.

1. SECTION 2.3 - False or misleading information.
2. SECTION 2.7 - Continued compliance with these regulations.
3. SECTION 2.8 - Change in company name or ownership without notifying the appropriate authorities as required by these regulations.

## SECTION VI

### Right to Appeal

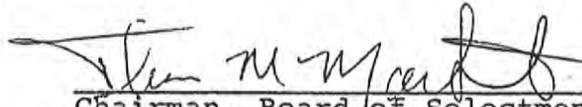
Company owners have the right to appeal suspension notices or Permit Revocations issued under sections 5.2, 5.3, 5.4 and 5.5 of these regulations. Such appeals shall be made in writing within three (3) working days of the suspension notice. The Director of Public Works shall schedule a hearing on the appeal within 14 days of the appeal request for the purpose of determining whether the suspension is to be enforced.

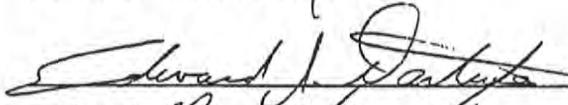
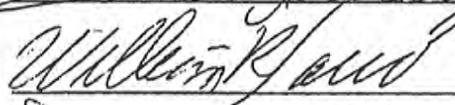
SECTION VII

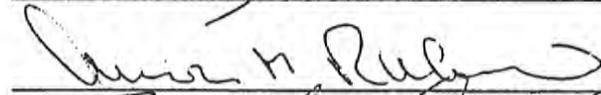
Effective Date

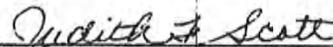
These Regulations shall be in full force and effect from and after the tenth day following their publication and filing with the Board of Selectmen of the Town of Mansfield.

APPROVED this 31<sup>st</sup> day of October, 1990.

  
\_\_\_\_\_  
Chairman, Board of Selectmen  
Town of Mansfield

  
\_\_\_\_\_  
  
\_\_\_\_\_

  
\_\_\_\_\_  
  
\_\_\_\_\_

ATTEST:   
\_\_\_\_\_  
Town Clerk  
Town of Mansfield

Published the \_\_\_\_\_ day of \_\_\_\_\_, 1990.

Filed the 2ND day of November, 1990.

**Appendix E**  
**Description of Common District System**

**Appendix E - Description of Common District System**

<b><u>Norton Assessors ID</u></b>	<b><u>Location</u></b>
Map 29 Lot 60	74 Hill Street, Norton (Wastewater Treatment Facility)
Map 24 Lot 4 & Map 24 Lot 63	Pine Street, Norton (Former Reilly Property)
Map 29 Lot 36	125 Crane Street, Norton (Former Kok Property)
Map 29 Lot 10-02	Rear Crane St (Sewer easement only)
Map 24 Lot 6	Rear Pine Street, Norton (Parcel abutting Railroad parcel)
Map 29 Lot 13	Rear Crane Street, Norton (Parcel abutting Railroad parcel)
Map 24 Lot 52	Rear Hill Street, Norton (Parcel abutting Railroad parcel)
Map 4 Lot 311	Rear N Washington Street, Norton (AKA Railroad Parcel)
Map 10 Lot 487-02	N Washington Street, Norton (AKA Railroad Parcel)
Map 10 Lot 522	N Washington Street, Norton (AKA Railroad Parcel)
Map 17 Lot 96	East Main Street, Norton (AKA Railroad Parcel)
Map 24 Lot 8	Rear Hill Street, Norton (AKA Railroad Parcel)
Map 29 Lot 54	Rear Crane Street, Norton (AKA Railroad Parcel)
Map 3 Lot 428	Woodland Road, Norton (Sewer easement to Common District System manhole No. 1 along Railroad portion of the Airport Parcel)

**Mansfield Assessors ID**                      **Location**

Map 36 Lot 16                      175 Fruit Street, Mansfield  
(Easements for Sludge Landfill cells, pump station, utilities and related facilities)

**Please refer to enclosed Figure 1 - Common District System Map**

**Appendix F**  
**List of Major Equipment/ Vehicles**  
**Transferring to District**

**Appendix F - List of Major Equipment/Vehicles**

<b>No.</b>	<b>Year</b>	<b>Make</b>	<b>Model</b>	<b>Vehicle ID</b>	<b>Plate No.</b>
70	2006	Ford	500	1FAFP26116G163537	M44474
71	2008	Ford	F-150	1FTRX14W98KB23822	M51642
72	2006	Ford	F350	1FTWX31536EC81756	M43797
73	2008	Ford	Van	1FTNE14L28DA13676	M49973
74	2008	Ford	F-150	1FTRX14W78KB2382	M69838
79	2003	Ford	F250	1FTNX21L43EA49232	M69844
N/A	2003	J.Deere	X485 Lawn Tractor	MOX485A021720	N/A
N/A	2009	Generac	Generator/1500 watt	45821	N/A
N/A	N/A	Ariens	Snow Blower	1166	N/A
N/A	N/A	Ariens	Snow Blower	N/A	N/A
N/A	~1986	Superior	Generator/Landfill	N/A	N/A

**Appendix G**  
**170 (Giblin) and 174 (Reilly) Pine Street,**  
**Norton Buffer Restrictions**



2013 00016913

Bk: 20970 Pg: 75 Page: 1 of 5  
Doc: RSTR 04/12/2013 12:38 PM  
ATTEST: Barry J. Amaral, Register  
Bristol County North Registry of Deeds

MASSACHUSETTS  
REGISTRY OF DEEDS

GRANT OF BUFFER RESTRICTIONS TO OWNER  
OF 170 PINE STREET, NORTON AND AGREEMENT

**170 Pine Street and Land Located off  
Pine Street and Crane Street, Norton, Massachusetts**

This grant and agreement ("Agreement") is made as of this 10<sup>th</sup> day of April, 2013 by and between the Town of Mansfield, a Massachusetts municipal corporation and political subdivision of the Commonwealth of Massachusetts, having a principal place of business at Town Hall, 6 Park Row, Mansfield, Massachusetts 02048 ("Town"), acting by and through its Board of Selectmen, and Steven M. Giblin and Denise L. Giblin ("Grantee") of 170 Pine Street in Norton, Massachusetts with reference to the following facts and subject to the following conditions.

Whereas, Grantee owns and resides at that certain property known as 170 Pine Street, Norton, Massachusetts containing approximately 3,388 acres as shown on the plan entitled "Plan of Land in Norton, Massachusetts Prepared for Steven M. Giblin," last revised on June 20, 2006 and recorded at the Bristol County Registry of Deeds Northern District ("Registry") in Plan Book 447, Page 68 as Lot 1 ("170 Pine Street");

Whereas, the Town is purchasing land located off Pine Street and Crane Street in Norton, Massachusetts that abuts 170 Pine Street pursuant to the deed to the Town from Martha A. Dion and Francis J. Reilly, as the trustees of the Reilly Family Realty Trust recorded herewith ("Town Land"); and

Whereas, the Town Land is designated for use as wastewater treatment purposes and both the Town and Grantee desire to create a buffer area adjacent to 170 Pine Street to provide some separation between 170 Pine Street and the wastewater treatment use of the Town Land.

Now therefore, in consideration of One (\$1.00) Dollar and the grant of buffer restrictions described below, the receipt and sufficiency of which is hereby acknowledged, the Town and the Grantee agree as follows.

1. The Town hereby grants to Grantee with quitclaim covenants use restrictions ("Buffer Restrictions") over that portion of the Town Land that is within 100 feet of the boundaries of 170 Pine Street (the "Buffer Area") as follows.

a. Inner Buffer Area. That portion of the Buffer Area within fifty (50) feet of the boundaries of 170 Pine Street (the "Inner Buffer Area") shall not be disturbed by the Town except to allow through means, including by vehicles and equipment, as may

be reasonable, for the installation, inspection, monitoring, maintenance, repair, replacement, removal, operation and/or use of monitoring wells and appurtenant equipment. Notwithstanding the foregoing, other disturbances and activities may take place within the Inner Buffer Area located at 170 Pine Street, provided the Grantee provides to the Town the Grantee's prior written consent, which consent may be withheld for any or no reason.

b. Outer Buffer Area. That portion of the Buffer Area between fifty (50) feet and one hundred (100) feet of the boundaries of 170 Pine Street (the "Outer Buffer Area") shall be restricted to prohibit the removal of existing natural vegetation, the erection of any structures, excavation, drainage or effluent recharge basins, and/or other disturbances by the Town except to allow through means including by vehicles and equipment, as may be reasonable, (a) the installation, inspection, monitoring, maintenance, repair, replacement, removal, operation and/or use of (i) conduits, pipes, lines, drains, utilities and other improvements underground (but not aboveground), (ii) monitoring wells and appurtenant equipment, and (iii) fences, berms or screens, and (b) the clearing and improvement of the Outer Buffer Area for access ways as may be reasonably or legally required in connection with the above-described improvements, except however, no such access ways shall be permanently paved. In any such instance, the Town and its successors may, when related to any access ways, and shall in all other circumstances except as expressly stated herein, reasonably appropriately (1) re-grade those portions of the Outer Buffer Area disturbed by such work or improvements, and (2) plant saplings, trees, bushes and other vegetation on or adjacent to such portions of the Outer Buffer Area reasonably reflective of the adjacent environment in order to reasonably appropriately restore the Outer Buffer Area to a condition as near as practicable to the condition that existed immediately prior to the Town and/or its successors performing any work in the Outer Buffer Area. The parties agree that if a tree, regardless of its size or maturity, is removed by the Town from the Outer Buffer Area, then a sapling of the same or substantially similar variety of tree may be planted by the Town and that after any plantings of saplings, trees or other vegetation, the Town shall have no further responsibility to maintain such saplings, trees or vegetation and may otherwise allow areas affected by such work to re-vegetate naturally. No such work or improvements shall obligate the Town and/or its successors to install fences, berms or other screens. Nothing in this Agreement shall prohibit the Town and its successors from removing, trimming or pruning diseased, nuisance or invasive trees or vegetation from the Outer Buffer Area or from placing appropriate markers to delineate the boundaries of the Buffer Area.

2. The Town shall have no obligation to undertake actions to save, trim, prune or otherwise maintain landscaping, plantings or vegetation within the Buffer Area or otherwise to improve the Buffer Area. The Buffer Restrictions shall not be a permanent conservation restriction as defined by G.L. c. 184, § 31 and no approval by any state agency or official as may be required by G.L. c. 184, § 32 for the Buffer Restrictions shall be required or sought.

3. The Buffer Restrictions shall be appurtenant to and run with the land comprising 170 Pine Street for the benefit of the owners of 170 Pine Street and their successors in title, respectively. The rights and obligations set forth in this Agreement shall apply to and be binding

upon all successors and assigns of the parties hereto, and the same shall have the benefits of and be responsible for such rights and obligations. Nothing herein shall prohibit the sale or transfer of the Town Land or assignment to or assumption by any owner of that portion of the Town Land upon which effluent recharge basins or wastewater treatment facilities are located, including but not limited to any regional sewer district established pursuant to St. 2010, c. 101, of the Town's obligations hereunder.

4. Nothing in this Agreement shall be deemed to be a waiver or release by Grantee and their successors in title of any statutory or common law rights against the owner of the Town Land which they may have as an owner of real estate, and Grantee and their successors in title hereby reserve any and all rights the Grantee and their successors in title may have at law or in equity against the owner of the Town Land with respect to or as a consequence of the Town's use of the Town Land. Nothing in this Agreement shall prohibit the Town from using the Buffer Area toward the purposes of satisfying any area, setback or other requirements for obtaining any Approvals for any use of or improvements to any portions of the Town Land. By executing this Agreement, the Grantee is not waiving and hereby reserves any legal rights that Grantee may have to appeal any such Approvals materially or unreasonably inconsistent with the terms of this Agreement.

5. The Grantee warrants and represents to the Town that Grantee owns 170 Pine Street and that no other party must consent to this Agreement.

6. The parties agree that this Agreement does not relieve the Town or the Grantee from any other legal or contractual obligations or compliance with any applicable laws, rules, regulations or bylaws regarding the Buffer Area, the Town Land or 170 Pine Street. The execution of this Agreement shall not waive, bar, diminish or in any way affect: (i) any legal or equitable right of the Town or any other government board, official or agency to regulate or issue any order with respect to the Town Land as may be required by any federal, state or local law, regulation or bylaw, or (ii) any limitations on liability afforded a body politic of the Commonwealth of Massachusetts.

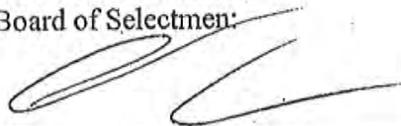
7. This Agreement shall in all respects be construed and interpreted in accordance with and governed by the laws of the Commonwealth of Massachusetts. This Agreement may not be changed or modified except as agreed in writing signed by each of the parties hereto. This Agreement shall be executed in at least two counterparts each of which shall be deemed an original, but all such counterparts shall together constitute one and the same instrument. In the event any provision of this Agreement is deemed to be invalid, illegal or unenforceable, the remainder of the Agreement shall be valid and enforceable to the full extent permitted by law.

8. By executing this Agreement, the Town and Grantee agree to the delivery, acceptance and recording of this Agreement at the Registry in the chain of title of Grantee or the then owner of 170 Pine Street.

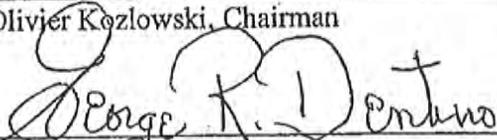
[Remainder of Page Intentionally Blank. Signatures Follow on Next Page(s).]

Executed under seal as of the 10<sup>th</sup> day of April, 2013.

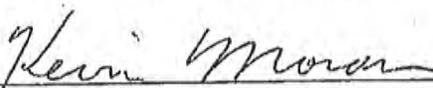
**TOWN OF MANSFIELD,**  
By its Board of Selectmen:



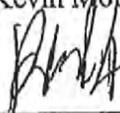
Olivier Kozlowski, Chairman



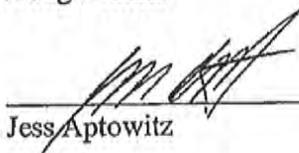
George R. Dentino, Vice Chairman



Kevin Moran, Clerk

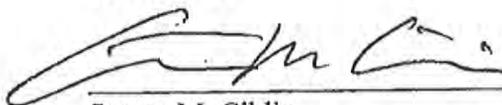


Doug Annino



Jess Aptowitz

**GRANTEE:**



Steven M. Giblin



Denise L. Giblin

Commonwealth of Massachusetts  
Bristol County, ss.

On this 10<sup>th</sup> day of April, 2013, before me, the undersigned notary public, personally appeared Olivier Kozlowski, George R. Dentino, Kevin Moran, Doug Annino and Jess Aptowitz, as the Board of Selectmen of the Town of Mansfield, proved to me through satisfactory evidence of identification, which were  photographic identification with signature issued by federal or state governmental agency,  oath or affirmation of a credible witness,  personal knowledge of the undersigned, to be the person(s) whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose as the Board of Selectmen of the Town of Mansfield.

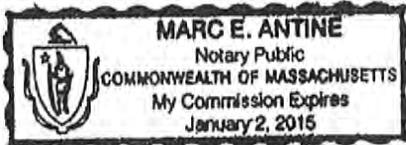


LOUIS M. ROSS  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
July 26, 2013

Notary Public  
My commission expires:

Commonwealth of Massachusetts  
Bristol County, ss.

On this 8<sup>th</sup> day of April, 2013, before me, the undersigned notary public, personally appeared Steven M. Giblin, proved to me through satisfactory evidence of identification, which were  photographic identification with signature issued by federal or state governmental agency,  oath or affirmation of a credible witness,  personal knowledge of the undersigned, to be the person(s) whose names are signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

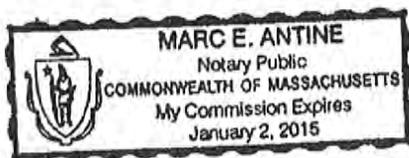


MARC E. ANTINE  
Notary Public  
COMMONWEALTH OF MASSACHUSETTS  
My Commission Expires  
January 2, 2015

Notary Public  
My commission expires: 01/02/15

Commonwealth of Massachusetts  
Bristol County, ss.

On this 8<sup>th</sup> day of April, 2013, before me, the undersigned notary public, personally appeared Denise L. Giblin, proved to me through satisfactory evidence of identification, which were  photographic identification with signature issued by federal or state governmental agency,  oath or affirmation of a credible witness,  personal knowledge of the undersigned, to be the person(s) whose names are signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.



MARC E. ANTINE  
Notary Public  
COMMONWEALTH OF MASSACHUSETTS  
My Commission Expires  
January 2, 2015

Notary Public  
My commission expires: 01/02/15

END OF DOCUMENT



be reasonable, for the installation, inspection, monitoring, maintenance, repair, replacement, removal, operation and/or use of monitoring wells and appurtenant equipment. Notwithstanding the foregoing, other disturbances and activities may take place within the Inner Buffer Area located at 174 Pine Street, provided the Grantee provides to the Town the Grantee's prior written consent, which consent may be withheld for any or no reason.

b. Outer Buffer Area. That portion of the Buffer Area between fifty (50) feet and one hundred (100) feet of the boundaries of 174 Pine Street (the "Outer Buffer Area") shall be restricted to prohibit the removal of existing natural vegetation, the erection of any structures, excavation, drainage or effluent recharge basins, and/or other disturbances by the Town except to allow through means including by vehicles and equipment, as may be reasonable, (a) the installation, inspection, monitoring, maintenance, repair, replacement, removal, operation and/or use of (i) conduits, pipes, lines, drains, utilities and other improvements underground (but not aboveground), (ii) monitoring wells and appurtenant equipment, and (iii) fences, berms or screens, and (b) the clearing and improvement of the Outer Buffer Area for access ways as may be reasonably or legally required in connection with the above-described improvements, except however, no such access ways shall be permanently paved. In any such instance, the Town and its successors may, when related to any access ways, and shall in all other circumstances except as expressly stated herein, reasonably appropriately (1) re-grade those portions of the Outer Buffer Area disturbed by such work or improvements, and (2) plant saplings, trees, bushes and other vegetation on or adjacent to such portions of the Outer Buffer Area reasonably reflective of the adjacent environment in order to reasonably appropriately restore the Outer Buffer Area to a condition as near as practicable to the condition that existed immediately prior to the Town and/or its successors performing any work in the Outer Buffer Area. The parties agree that if a tree, regardless of its size or maturity, is removed by the Town from the Outer Buffer Area, then a sapling of the same or substantially similar variety of tree may be planted by the Town and that after any plantings of saplings, trees or other vegetation, the Town shall have no further responsibility to maintain such saplings, trees or vegetation and may otherwise allow areas affected by such work to re-vegetate naturally. No such work or improvements shall obligate the Town and/or its successors to install fences, berms or other screens. Nothing in this Agreement shall prohibit the Town and its successors from removing, trimming or pruning diseased, nuisance or invasive trees or vegetation from the Outer Buffer Area or from placing appropriate markers to delineate the boundaries of the Buffer Area.

2. The Town shall have no obligation to undertake actions to save, trim, prune or otherwise maintain landscaping, plantings or vegetation within the Buffer Area or otherwise to improve the Buffer Area. The Buffer Restrictions shall not be a permanent conservation restriction as defined by G.L. c. 184, § 31 and no approval by any state agency or official as may be required by G.L. c. 184, § 32 for the Buffer Restrictions shall be required or sought.

3. The Buffer Restrictions shall be appurtenant to and run with the land comprising 174 Pine Street for the benefit of the owners of 174 Pine Street and their successors in title, respectively. The rights and obligations set forth in this Agreement shall apply to and be binding

upon all successors and assigns of the parties hereto, and the same shall have the benefits of and be responsible for such rights and obligations. Nothing herein shall prohibit the sale or transfer of the Town Land or assignment to or assumption by any owner of that portion of the Town Land upon which effluent recharge basins or wastewater treatment facilities are located, including but not limited to any regional sewer district established pursuant to St. 2010, c. 101, of the Town's obligations hereunder

4. Nothing in this Agreement shall be deemed to be a waiver or release by Grantee and their successors in title of any statutory or common law rights against the owner of the Town Land which they may have as an owner of real estate, and Grantee and their successors in title hereby reserve any and all rights the Grantee and their successors in title may have at law or in equity against the owner of the Town Land with respect to or as a consequence of the Town's use of the Town Land. Nothing in this Agreement shall prohibit the Town from using the Buffer Area toward the purposes of satisfying any area, setback or other requirements for obtaining any Approvals for any use of or improvements to any portions of the Town Land. By executing this Agreement, the Grantee is not waiving and hereby reserves any legal rights that Grantee may have to appeal any such Approvals materially or unreasonably inconsistent with the terms of this Agreement.

5. The Grantee warrants and represents to the Town that Grantee owns 174 Pine Street and that no other party must consent to this Agreement.

6. The parties agree that this Agreement does not relieve the Town or the Grantee from any other legal or contractual obligations or compliance with any applicable laws, rules, regulations or bylaws regarding the Buffer Area, the Town Land or 174 Pine Street. The execution of this Agreement shall not waive, bar, diminish or in any way affect: (i) any legal or equitable right of the Town or any other government board, official or agency to regulate or issue any order with respect to the Town Land as may be required by any federal, state or local law, regulation or bylaw, or (ii) any limitations on liability afforded a body politic of the Commonwealth of Massachusetts.

7. This Agreement shall in all respects be construed and interpreted in accordance with and governed by the laws of the Commonwealth of Massachusetts. This Agreement may not be changed or modified except as agreed in writing signed by each of the parties hereto. This Agreement shall be executed in at least two counterparts each of which shall be deemed an original, but all such counterparts shall together constitute one and the same instrument. In the event any provision of this Agreement is deemed to be invalid, illegal or unenforceable, the remainder of the Agreement shall be valid and enforceable to the full extent permitted by law.

8. By executing this Agreement, the Town and Grantee agree to the delivery, acceptance and recording of this Agreement at the Registry in the chain of title of Grantee or the then owner of 174 Pine Street.

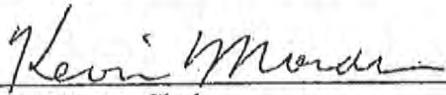
[Remainder of Page Intentionally Blank. Signatures Follow on Next Page(s).]

Executed under seal as of the 10<sup>th</sup> day of April, 2013.

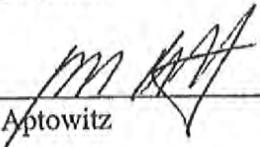
**TOWN OF MANSFIELD,**  
By its Board of Selectmen:

  
\_\_\_\_\_  
Olivier Kozlowski, Chairman

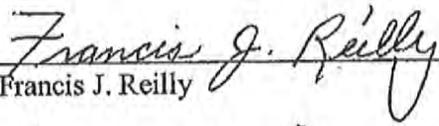
  
\_\_\_\_\_  
George R. Dentino, Vice Chairman

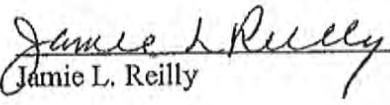
  
\_\_\_\_\_  
Kevin Moran, Clerk

  
\_\_\_\_\_  
Doug Annino

  
\_\_\_\_\_  
Jess Aptowitz

**GRANTEE:**

  
\_\_\_\_\_  
Francis J. Reilly

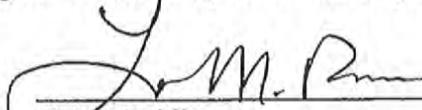
  
\_\_\_\_\_  
Jamie L. Reilly

Commonwealth of Massachusetts  
Bristol County, ss.

On this 10<sup>th</sup> day of April, 2013, before me, the undersigned notary public, personally appeared Olivier Kozlowski, George R. Dentino, Kevin Moran, Doug Annino and Jess Aptowitz, as the Board of Selectmen of the Town of Mansfield, proved to me through satisfactory evidence of identification, which were  photographic identification with signature issued by federal or state governmental agency,  oath or affirmation of a credible witness,  personal knowledge of the undersigned, to be the person(s) whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose as the Board of Selectmen of the Town of Mansfield.

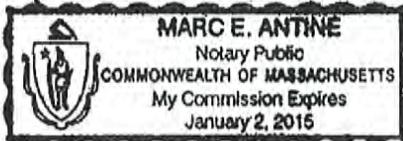


LOUIS M. ROSS  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
July 26, 2013

  
\_\_\_\_\_  
Notary Public  
My commission expires:

Commonwealth of Massachusetts  
Bristol County, ss.

On this 8<sup>th</sup> day of April, 2013, before me, the undersigned notary public, personally appeared Francis J. Reilly, proved to me through satisfactory evidence of identification, which were  photographic identification with signature issued by federal or state governmental agency,  oath or affirmation of a credible witness,  personal knowledge of the undersigned, to be the person(s) whose names are signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

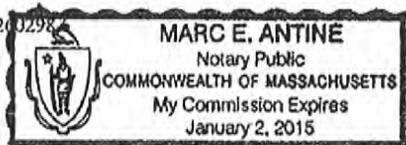


MARC E. ANTINE  
Notary Public  
COMMONWEALTH OF MASSACHUSETTS  
My Commission Expires  
January 2, 2015

  
\_\_\_\_\_  
Notary Public  
My commission expires: 01/02/15

Commonwealth of Massachusetts  
Bristol County, ss.

On this 8<sup>th</sup> day of April, 2013, before me, the undersigned notary public, personally appeared Jamie L. Reilly, proved to me through satisfactory evidence of identification, which were  photographic identification with signature issued by federal or state governmental agency,  oath or affirmation of a credible witness,  personal knowledge of the undersigned, to be the person(s) whose names are signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.



DWLIBDB20298  
10112/02

MARC E. ANTINE  
Notary Public  
COMMONWEALTH OF MASSACHUSETTS  
My Commission Expires  
January 2, 2015

  
\_\_\_\_\_  
Notary Public  
My commission expires: 01/02/15

END OF DOCUMENT

**Appendix H**  
**Agreement to Convey Real Property and**  
**Transfer Assets**

AGREEMENT TO CONVEY REAL PROPERTY AND TRANSFER ASSETS

This Agreement to Convey Real Property and Transfer Assets (this “**Agreement**”) is dated the \_\_\_\_ day of \_\_\_\_\_, 2014 (the “**Effective Date**”) and is by and between the **Town of Mansfield**, a Massachusetts municipal corporation, having an address of 6 Park Row, Mansfield, Massachusetts 02048 (“**Mansfield**”), acting by and through its Board of Selectmen, and the **MFN Regional Wastewater District** (the “**District**”), as authorized by Chapter 101 of the Acts of 2010.

WHEREAS, Mansfield owns and operates a sewage treatment plant on land located in Norton, Massachusetts;

WHEREAS, the District consists of the member towns of Mansfield, the Town of Foxborough and the Town of Norton; and

WHEREAS, Mansfield intends to convey and transfer the sewage treatment plant, including the real property, personal property, equipment, accounts, contracts and other assets of the treatment plant to the District, upon the establishment of the District.

NOW, THEREFORE, in consideration of the mutual obligations of the parties set forth in this Agreement, and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged the Member Towns hereby agree as follows:

•

CONVEY AND TRANSFER

• Agreement to Convey and Transfer. Mansfield hereby agrees to convey and transfer the Property, as defined herein, to the District. Mansfield shall be deemed a “**Seller**”, relative to any Property, and the District shall be deemed a “**Buyer**”, in accordance with the following terms.

•

THE PROPERTY

- Description of the Property. The “**Property**” consists of the following:
  - The land which is more particularly described in Schedule 2.1(a) attached to this Agreement (the “**Land**”);
  - All buildings, facilities, infrastructure improvements and fixtures located on the Land (the “**Improvements**”), if any;
  - All rights, privileges and easements appurtenant to the Land owned by Seller, including,

without limitation, all rights to any land lying in the bed of any street, road or alley adjoining the Land (the “**Appurtenances**”);

- The personal property, including all furniture, machinery, equipment, tooling, motor vehicles, described in Schedule 2.1(d) attached to this Agreement (the “**Personal Property**”), if any;
- All assignable guaranties, warranties, service contracts, permits, licenses and approvals described in Schedule 2.1(e) attached to this Agreement (the “**Contracts and Permits**”), if any; and
- All customer lists, financial and operating records, and other records, licenses, permits, contract rights, as described in Schedule 2.1(f) attached to this Agreement (the “**Records**”), if any.

•

### **PURCHASE PRICE, DEPOSIT, ESCROW, ADJUSTMENTS**

- Purchase Price. The purchase price for the Property (the “**Purchase Price**”) is Zero and 00/100 Dollars (\$0.00). No deposit is required by this Agreement.

•

### **CLOSING, CLOSING DATE AND DELIVERABLES**

- Closing. The consummation of the transaction contemplated by this Agreement (the “**Closing**”) shall occur at 10:00 a.m. at the office of the Town Manager of the Town of Mansfield, or such other location as the parties may agree, on or before December 31, 2014 (the “**Closing Date**”). It is agreed that time is of the essence with respect to the Closing Date and all time and date deadlines set forth in this Agreement.
  - Seller’s Closing Deliverables. On the Closing Date, Mansfield, as Seller, shall deliver, or cause to be delivered at Seller’s expense, each of the following items to the District, as “**Buyer**”:
    - A duly executed and acknowledged quitclaim deed conveying the Land, the Improvements and the Appurtenances to Buyer;
    - A duly executed Bill of Sale conveying the Personal Property to Buyer in the form attached to this Agreement as Schedule 4.2(b);
    - A duly executed Assignment and Assumption Agreement assigning the Contracts, Permits and Records to Buyer in the form attached to this Agreement as Schedule 4.2(c);
    - Evidence reasonably satisfactory to Buyer and Buyer’s title insurer of Seller’s authority to convey the Property pursuant to this Agreement in form and substance reasonably satisfactory to Buyer and Buyer’s title insurer;
- (e) Keys to the Improvements which shall be maintained in a secure manner by the Executive

Director and be available to the chair of the District Committee upon reasonable request.

•

### TITLE AND SURVEY

• Deed. The Land, the Improvements and the Appurtenances shall be conveyed by a good and sufficient Massachusetts quitclaim deed (the “**Deed**”) running to Buyer or to such nominee as Buyer may designate by written notice delivered to Seller at least seven (7) days before the Closing Date. The Deed shall convey good, clear, record and marketable title to the Land, the Improvements and the Appurtenances free from all encumbrances except for the following:

- provisions of existing and future laws, regulations, restrictions, requirements, ordinances, resolutions and orders (including, without limitation, any relating to building, zoning and environmental protection) as to the use, occupancy subdivision or improvement of the Land, the Improvements and the Appurtenances;

- such real and personal property taxes for the then current tax period as are not due and payable on the Closing Date;

- any liens for municipal betterments assessed after the Effective Date on the Land, the Improvements or the Appurtenances by the municipality in which the Land, the Improvements and the Appurtenances are located; and

- those title and survey matters that Buyer agrees, or is obligated to take title subject to, as set forth in this Article.

• Title Commitment. Buyer may, at Buyer’s expense, obtain an ALTA Title Insurance Commitment showing all matters affecting title to the Land, the Improvements and the Appurtenances (the “**Title Commitment**”).

•

### REPRESENTATIONS AND WARRANTIES OF SELLER

• Seller’s Representations and Warranties. Seller represents and warrants to Buyer as of the Effective Date as follows:

- Contracts. Except for the Contracts and Permits, there are no other service, maintenance, supply or management contracts affecting the Property that will survive the Closing and be binding on Buyer;

- Ability to Perform. Seller has full power to execute, deliver and carry out the terms and provisions of this Agreement, Seller has taken all necessary action to authorize the execution, delivery and performance of this Agreement, and the person signing this Agreement on behalf of Seller is authorized to do so;

- No Impediments. There is no action, suit, arbitration, unsatisfied order or judgment, government investigation or proceeding pending against Seller which, if adversely determined, could individually or in the aggregate materially interfere with the consummation of the transactions contemplated by this Agreement;

- Litigation. Seller has received no written notice of litigation affecting the Property or Seller's ability to fulfill its obligations under this Agreement, nor has any such action been threatened in writing; and

- Notices. Seller has not received any written notices that remain outstanding or unresolved relating to (i) any violation of any laws, ordinances, bylaws or other governmental regulations applicable to the Property, (ii) any pending or threatened condemnation proceedings regarding any portion of the Property, or (iii) any proposed changes to the zoning ordinance or zoning bylaw affecting the Land or the Improvements.

- Seller's Knowledge. All of the representations and warranties of Seller contained in this Agreement are based on Seller's knowledge. The term "**Seller's knowledge**" shall mean the actual, not constructive or implied, knowledge of the Town Manager of Mansfield, without any further obligation of Mansfield the Member Towns to make any independent investigation of the matters being represented and warranted, or to make any further inquiry of any other persons, or to search or examine any files, records, books or correspondence. The Members Towns acknowledge, on behalf of the District, that the individual or individuals named above are named solely for the purpose of defining and narrowing the scope of Seller's knowledge and not for the purpose of imposing any liability on or creating any duties running from such individual or individuals to Buyer. Buyer agrees that Buyer shall not bring an action of any kind against such individual, manager, officer or employee of Seller, as applicable, related to or arising out of these representations and warranties.

•

### OBLIGATIONS OF SELLER PRIOR TO CLOSING

- Continuation of Contracts. Seller shall not modify or amend any existing service, maintenance, supply or management contracts or enter into any new service, maintenance, supply or management contracts with respect to the Property unless the same are terminable without penalty prior to the Closing.

- Maintenance of Insurance. Seller shall continue in force and effect until the Closing Date all policies of property and casualty insurance maintained by Seller with respect to the Property, if any, that are in existence on the Effective Date.

- Continued Operation. Until the Closing Date, Seller (i) shall continue to operate and maintain the Property in a prudent manner consistent with current operating standards for the benefit of the District according to the Management and Operations Agreement between the parties of even date herewith, (ii) shall not make any material alterations to the Property, and (iii) shall not sell or otherwise dispose of any of the Personal Property unless such Personal Property is replaced with items of equal value and free and clear of any lien or security interest.

•

## CLOSING CONDITIONS

• Conditions to Buyer's Obligation to Close. The obligation of the Parties to consummate the transaction contemplated by this Agreement is conditioned upon the following:

- The District is in existence, as contemplated by and provided for in the agreement entered or to be entered by the Member Towns entitled "Agreement Establishing the MFN Regional Wastewater District."
- As of the Closing Date, Seller shall have performed Seller's obligations under this Agreement and having tendered all deliverables to be made on or before the Closing.
- Seller shall have obtained all consents and permissions, if required, from its bond holders/lenders allowing transfer and assumption of the loan obligations.

•

## RISK OF LOSS

• Casualty. If, prior to the Closing, a material part of the Property is destroyed or damaged by fire or other casualty, then Seller shall promptly notify the other Member Towns of such fact and both Seller and the other Member Towns shall have the right to terminate this Agreement by giving written notice to the other not later than ten (10) days after the giving of Seller's notice. For the purposes of this Section 9.1, a "material part" of the Property shall mean a part of the Property as shall have a value, as reasonably determined by Seller's insurance company, in excess of \$500,000. If neither Seller nor Buyer elects to terminate this Agreement, or if there is damage to or destruction of less than a material part of the Property by fire or other casualty, Seller shall assign to Buyer (without recourse) at the Closing the rights of Seller to the proceeds, if any, under Seller's insurance policies covering the Property with respect to such damage or destruction, and Buyer shall be entitled to receive and keep any monies received from such insurance policies.

•

## DEFAULT

• Seller's Default. If Seller shall be unable to give title, make conveyance, deliver possession or make the Property conform to the provisions of this Agreement, then the Closing Date shall be extended for a period of up to sixty (60) days as determined by Seller in a written notice delivered to Buyer and the other Member Towns prior to the Closing Date (the "**Extended Closing Date**"). During the extended time, Seller shall use reasonable efforts to remove any objections in title, deliver possession or make the Property conform to the provisions of this Agreement, as the case may be. Seller's reasonable efforts with respect to the foregoing sentence shall not require Seller to expend more than \$5,000. If Seller is unable to give title, make conveyance, deliver possession or make the Property conform to the provisions of this Agreement by the Extended Closing Date, then Buyer may elect on the Extended Closing Date to either (i) accept such title as Seller can deliver to the Property in its then condition, or (ii) declare Seller to be in default under this Agreement and all obligations of the parties to this Agreement shall terminate.

•

## NOTICES

• Notices. Any notices required or permitted to be given under this Agreement shall be given in writing and shall be delivered (i) by certified mail, postage prepaid, return receipt requested, (ii) by a commercial overnight courier that guarantees next day delivery and provides a receipt, (iii) by facsimile with confirmation of receipt (with a hard copy sent by certified mail or by overnight courier), or (iv) by electronic mail (with a hard copy sent by certified mail or by overnight courier), and such notices shall be addressed to the Member Town at the address set forth in the first paragraph on page 1, or to such other address as either party may from time to time specify in writing to the other party. Any notice shall be effective when sent, provided that the sender has evidence of delivery, which may include written receipt, written evidence of attempted delivery or confirmation of receipt.

•

## MISCELLANEOUS PROVISIONS

• No Third Party Beneficiaries. The provisions of this Agreement and of the documents to be executed and delivered at Closing are and will be for the benefit of Seller and Buyer only and are not for the benefit of any third party. Accordingly, no third party shall have the right to enforce the provisions of this Agreement or of the documents to be executed and delivered at the Closing.

• Termination of Agreement. The parties understand and agree that if either Buyer or Seller terminates this Agreement pursuant to a right of termination granted in this Agreement, such termination shall operate to relieve Seller and Buyer from all obligations under this Agreement, except for such obligations that expressly survive the termination of this Agreement.

• Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts.

• Time of the Essence. Time is of the essence of this Agreement and of each provision in which time is an element.

{Signatures on following pages}

•

The parties have executed this instrument under seal as of the Effective Date.

TOWN OF MANSFIELD,  
acting by and through its

Board of Selectmen

*Richard Vaden*  
*Joseph D. Dent*  
*Arthur Giff*

*MMA*  
*CC*

MFN WASTEWATER DISTRICT COMMISSION

*John P. Keenan*

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SCHEDULE 2.1(a)

Land

<u>Norton Assessors ID</u>	<u>Location</u>
Map 29 Lot 60	74 Hill Street, Norton (Wastewater Treatment Facility)
Map 24 Lot 4 & Map 24 Lot 63	Pine Street, Norton (Former Reilly Property)
Map 29 Lot 36	125 Crane Street, Norton (Former Kok Property)
Map 24 Lot 6	Rear Pine Street, Norton (Parcel abutting Railroad parcel)
Map 29 Lot 13	Rear Crane Street, Norton (Parcel abutting Railroad parcel)
Map 24 Lot 52	Rear Hill Street, Norton (Parcel abutting Railroad parcel)
Map 4 Lot 311	Rear N Washington Street, Norton (AKA Railroad Parcel)
Map 10 Lot 487-02	N Washington Street, Norton (AKA Railroad Parcel)
Map 10 Lot 522	N Washington Street, Norton (AKA Railroad Parcel)
Map 17 Lot 96	East Main Street, Norton (AKA Railroad Parcel)
Map 24 Lot 8	Rear Hill Street, Norton (AKA Railroad Parcel)
Map 29 Lot 54	Rear Crane Street, Norton (AKA Railroad Parcel)
Map 3 Lot 428	Woodland Road, Norton
Map 29 Lot 10-02	Rear Crane Street, Sewer Easement
	(Sewer easement to Common District System Manhole No. 1 along Railroad portion of the Airport Parcel)

<u>Mansfield Assessors ID</u>	<u>Location</u>
Map 36 Lot 16	175 Fruit Street, Mansfield (Easements for sludge landfill cells, pump station, utilities and related facilities)

**SCHEDULE 2.1(d)**

**Personal Property**

<b>No.</b>	<b>Year</b>	<b>Make</b>	<b>Model</b>	<b>Vehicle ID</b>	<b>Plate No.</b>
70	2006	Ford	500	1FAFP26116G163537	M44474
71	2008	Ford	F-150	1FTRX14W98KB23822	M51642
72	2006	Ford	F350	1FTWX31536EC81756	M43797
73	2008	Ford	Van	1FTNE14L28DA13676	M49973
74	2008	Ford	F-150	1FTRX14W78KB2382	M69838
79	2003	Ford	F250	1FTNX21L43EA49232	M69844
N/A	2003	J.Deere	X485 Lawn Tractor	MOX485A021720	N/A
N/A	2009	Generac	Generator/1500 watt	45821	N/A
N/A	N/A	Ariens	Snow Blower	1166	N/A
N/A	N/A	Ariens	Snow Blower	N/A	N/A
N/A	~1986	Superior	Generator/Landfill	N/A	N/A

**SCHEDULE 2.1(e)**

**Contracts and Permits**

Contract for the Hauling/Disposal of Liquid Sludge between Town of Mansfield and Synagro Northeast, LLC dated January 14, 2010

Long-term Electric Energy Supply Agreements with Constellation NewEnergy

All loan agreements, promissory notes and other agreements and documents related to the financing for the acquisition, construction, maintenance and operations of the properties conveyed hereby

## **SCHEDULE 2.1(f)**

### **Records**

All records maintained by the Town of Mansfield relating to management and operation of the sewage treatment plan and related properties conveyed hereby including all plans, schematics, engineering drawings and as built plans, studies, surveys and similar graphic depictions of the treatment plant and associated lands including all plans, schematics, engineering drawings and as built plans, studies, surveys and similar graphic depictions of the treatment plant and associated lands.

**SCHEDULE 4.2(b)**

**Bill of Sale**

**SCHEDULE 4.2(c)**

**Assignment and Assumption Agreement – Contracts, Permits and Records**

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**Appendix I**  
**Management and Operations**  
**Agreement between District and Mansfield**

**MANAGEMENT AND OPERATIONS AGREEMENT**

between

MFN Regional Wastewater District

and

Town of Mansfield, Massachusetts

This Management and Operations Agreement (the "Management Agreement") is made and entered into this 11<sup>th</sup> day of August, 2014 by and between the **MFN Regional Wastewater District**, (the "District") a Massachusetts body politic, acting by and through its District Commission ("Commission") and the **Town of Mansfield, Massachusetts** ("Mansfield") a Massachusetts municipal corporation, acting by and through its Board of Selectmen.

**RECITALS**

WHEREAS, the District was created pursuant to Chapter 101 of the Massachusetts Acts and Resolves of 2010 (the "Enabling Act") and that certain Agreement Establishing the MFN Regional Wastewater District dated June 26, 2014 (the "District Agreement") to manage and control certain wastewater treatment facilities serving the towns of Mansfield, Foxborough and Norton, Massachusetts; and

WHEREAS, prior to the creation of the District, the three said towns had provided such facilities and services under the management and operation of Mansfield; and

WHEREAS, the District has determined that it is in its best interests to retain Mansfield to continue to provide the operations and management services for the District upon the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual promises and obligations as set forth herein, the District and Mansfield agree as follows:

**ARTICLE 1 ENGAGEMENT OF MANSFIELD**

- 1.1 Engagement. The District hereby engages the Mansfield, and Mansfield hereby accepts the engagement, to perform all services in connection with the management and operation of the facilities of the District that are reasonable and necessary for the operation of the District as contemplated in the Enabling Act and the District Agreement (the "Services").
- 1.2. Qualifications of Staff. Mansfield represents to District that all of its personnel, whether employees, agents or independent contractors, will be qualified and duly licensed (if necessary) to perform the Services required by this Agreement and further agrees to perform services (either directly or through subcontractors) in a professional manner adhering to a reasonable standard of care and in accordance with all applicable local, state or federal ordinances, laws, rules and regulations.

**ARTICLE 2 TERM**

- 2.1 Initial Term. The initial term of this Agreement shall commence on the date hereof and continue for a term of three (3) years following substantial completion of the treatment plant expansion. For the purposes of this section, the term ‘substantial completion’ shall have the same meaning as in the construction contract for the treatment plant expansion project.
- 2.2 Extension. Prior to the completion of a three (3) year period following substantial completion of the treatment plant expansion, the Commission will decide whether to continue purchase of these services from Mansfield via this arrangement or to end the arrangement and acquire the services via another means. The Commission must notify the Mansfield Board of Selectmen of its decision by December 1<sup>st</sup> of the third year of that period so that appropriate budgeting plans can be made.

### ARTICLE 3 STAFFING

- 3.1 Executive Director. Subject to the consent and approval of the Commission, Mansfield shall employ an Executive Director to be responsible for the implementation and performance of this Agreement. The Executive Director shall be knowledgeable in the field of wastewater services, knowledgeable in public works management and a licensed professional engineer in a related field within the Commonwealth of Massachusetts or equivalent educational experience. The Executive Director shall be the Mansfield Director of Public Works as long as that person serving in that role meets the above minimum qualifications. Prior to the completion of a three (3) year period following substantial completion of the treatment plant expansion, the Commission shall decide whether to re-appoint the Mansfield Director to serve as the District’s Executive Director. The Commission shall make this decision by December 1<sup>st</sup> of the third year of that period so appropriate arrangements can be made. Annually Mansfield will provide the District with the annual budget cost to appropriately account for that persons’ salary and benefits. Actual costs charged will be based on percent of total time spent serving in this role.
- 3.2 Staffing. Mansfield shall provide appropriate certified operators and staff in accordance with approved Department of Environmental Protection staffing levels to operate the District facilities. Mansfield will provide the District with the annual budget cost to appropriately account for the salaries and benefits of these staff.
- 3.3 Staffing Following Termination of Agreement. If, in accordance with Section 2.2, above, the Commission determines not to extend this Agreement and, instead, decides to hire its own employees to operate District facilities instead of procuring said services from Mansfield, then each of the existing Mansfield wastewater employees working at the District at that time shall be offered a position for the District of equivalent or greater value. The Commission shall have the right to replace any Mansfield employee choosing not to accept a position with the District and to hire directly all future employees.

### ARTICLE 4 – BUDGET AND PAYMENTS

- 4.1 Budget. Mansfield will annually provide the District with the appropriate budget for the Services. The Mansfield Expenses and Salaries as defined below will be charged in full to the District and the staff positions noted for those salaries will continue to perform their job functions during that period.

4.1.1 Mansfield Sewer Enterprise Expenses. Existing Mansfield Sewer Enterprises Expenses, which are overall administrative expenses and include office supplies, rent, postage, Norton taxes, Treasurer, Accountant and computer expenses, insurance, consultant/engineering/ legal expenses, other post-employment benefits and healthcare and pension liabilities, shall be semi-fixed costs under the District Agreement.

4.1.2 Mansfield Sewer Enterprises Salaries. Existing Mansfield Sewer Enterprise Salaries, which are overall administrative salaries and include a portion of the Director's, Office Manager's and Clerks' salaries, and a portion of the Treasurer and Accountant salaries, shall be semi-fixed costs under the District Agreement. Mansfield Sewer Enterprise Salaries will be based on actual hours charged for District activities and services provided versus past practice of including a semi-fixed portion of the annual salary cost.

4.1.3 Debt Service. The debt service for District facilities will be included in the District budget and in the annual budget projections provided by Mansfield, but will become part of the overall District budget after the three-year transition period.

4.2 Adoption of Budget; Payment. The District shall adopt an annual budget and pay amounts due thereunder in accordance with the terms of the District Agreement.

## **ARTICLE 5 GENERAL PROVISIONS**

5.1 Assignment. Neither party may assign, transfer or otherwise dispose of this Agreement or any of its rights hereunder or otherwise delegate any of its duties hereunder without the prior written consent of the other party, and any such attempted assignment or other disposition without such consent shall be null and void and of no force and effect.

5.2 Governing Law. This Agreement is governed by the law of The Commonwealth of Massachusetts and shall be construed in accordance therewith.

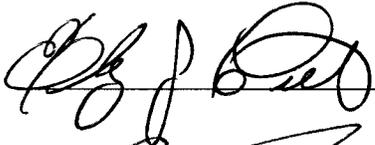
[Signatures on following pages]

August 11, 2014

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

MFN WASTEWATER DISTRICT COMMISSION

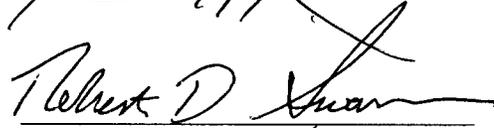
  
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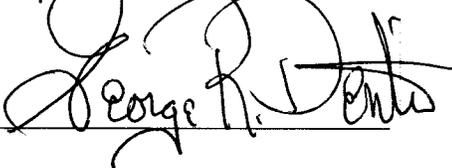
  
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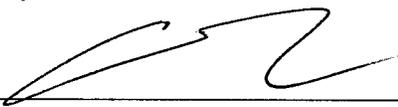
  
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

TOWN OF MANSFIELD,  
acting by and through its  
Board of Selectmen

  
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