

Dennis Harwich Yarmouth (DHY) Clean Waters Community Partnership Draft Agreement - Summary

The DHY agreement lays out the specifics of the partnership including governance, flow capacity ownership, capital and operating cost sharing, number of commissioners, etc. The DHY working subgroup developed a draft of the agreement using the Mansfield, Foxborough, and Norton (MFN) Regional Wastewater District agreement as a template. Other agreements have been reviewed for specific issues as they arose.

Town subgroups were created to review components of the agreement. Subgroup meetings were held to review and suggest revisions to the agreement. Recommended changes from the town agreement subgroups were brought back to the larger DHY subgroup for discussion and agreed upon changes were made.

As noted in the approved May 2018 town meeting article and the draft Special Legislation, a future town meeting vote in each participating community is required to approve the agreement before it could become effective.

A summary of the Agreement components is included below:

- **Section 1 Definitions**
- **Section 2 Wastewater Characteristics**
 - DHY will develop and adopt new Sewer Use Regulations prior to treatment plant being operational
- **Section 3 Location of District Facilities**
 - Conveyance System, Treatment Plant, and Effluent Recharge Sites
 - The Member Towns shall provide a 99-year lease for \$1 to convey certain real property, personal property, equipment and other assets to the Partnership (including property and assets to establish the Common Partnership System)
- **Section 4 Wastewater Services to Member Towns**
 - DHY is responsible for wastewater treatment and disposal to the Member Towns.
- **Section 5 Measurement of Flow**
 - Volume of flow from each town is metered.
- **Section 6 Sampling of Wastewater Flow**
 - Sampling allowed in accordance with Partnership's Sewer Use Regulations
- **Section 7 Notice of Flow Changes**
 - Each Member Town agrees to notify the Partnership as far in advance as possible of any anticipated or planned significant (greater than 25,000 gpd) increases or decreases in wastewater flow discharged into the Common Partnership System by that Member Town.

- **Section 8 Pretreatment**
 - Each Member Town shall adopt and enforce the Partnership's Pretreatment Regulations (as of the Effective Date) as a minimum standard.

- **Section 9 Wastewater District Commission**
 - Wastewater Partnership Commission:
 - Dennis shall have two (2) Commissioner members one appointed by the Board of Selectmen and one appointed by the Town Moderator
 - Harwich shall have two (2) Commission members appointed by the Board of Selectmen or their designated local authority
 - Yarmouth shall have three (3) Commission members appointed by the Board of Selectmen or their designated local authority Term
 - Commission members shall be appointed from the following categories: Town Administrator, DPW Director, Wastewater Superintendent (or equivalent), Board of Selectmen, Water and Sewer Commissioner, Finance Committee, and/or qualified Town Resident. Only one member shall be appointed from any one category by the appointing authority of a Member Town.
 - Term
 - The initial appointments: for Yarmouth terms of three years, two and (in case of Yarmouth) one year; for Dennis terms of three and two years; and for Harwich terms of three and one years.
 - Upon completion, each of those terms shall be followed by a successive three-year term.
 - Resignation and Removal
 - A member of the Commission may be removed from that office, with or without cause, by vote at a posted open meeting or executive session as may be required, of the appointing authority, acting in its sole discretion.
 - Quorum
 - Non-financial Business Matters – For transaction of non-financial business matters, a quorum shall be a majority (four) of the Commission with at least one representative present from each of the Member Towns.
 - Financial Business Matters (\$30,000 or more) – For transaction of financial business matters, a quorum shall be at least five (5) of the Commission members authorized by the terms of this Agreement to vote thereon with at least one representative present from each of the Member Towns.
 - 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 10 Amendments to Agreement**
 - The amendment shall be adopted upon the occurrence of all the following approvals in the order stated:
 - An affirmative vote on the amendment by two-thirds of the Commission members;
 - The subsequent ratification of the Commission vote by all of the Member Towns acting by majority vote at an Annual or Special Town Meeting.

- Programmed Reviews: within five (5) years upon substantial completion of WWTF construction, and at least once every ten (10) years thereafter.
- **Section 11 Admission of New Member Town(s)**
 - Any town requesting to be admitted to the Partnership must first obtain approval from the appropriate board within the Member Town through which the new town would be connecting.
 - All costs associated with the addition of a new town to the Partnership shall be negotiated between the Commission and the proposed new town. Any costs borne by the Partnership to evaluate or implement the proposal shall be paid for by the proposing town.
- **Section 12 Withdrawal from District**
 - A Commissioner of the Member Town seeking to withdraw shall notify the Commission in writing that such Member Town has voted (by the appropriate governing body) to request the Commission to prepare an Amendment to the Agreement (enclosing a certified copy of such vote). Thereupon, the Commission and withdrawing Member Town shall prepare a proposed Amendment to the Agreement setting forth such terms of withdrawal including timeframe, subject to the limitation contained in subsection 12.1. The terms of withdrawal shall insure that the withdrawing Member Town will pay its share of borrowing in anticipation of revenue which may be outstanding at the time of withdrawal and operating costs as described in Section 12.4. The Commission shall mail or deliver a notice in writing to the Chairman of the Sewer Commissioners and to the Board of Selectmen of the Member Town seeking to withdraw that the Commission has prepared a proposed Amendment to the Agreement providing, for the town's withdrawal (enclosing a copy of such Amendment). The Board of Selectmen of the Member Town seeking to withdraw shall include in the Warrant for the next Annual or Special Town Meeting, an Article stating the Amendment or the substance thereof. If approved by the Member Town, the Amendment shall take effect as stipulated.
- **Section 13 Contract Administration**
 - Executive Director serves as enforcement and administration of this Agreement. All reports, requests, permit issues, questions, etc. shall be addressed to the Executive Director in the first instance.
 - 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.
 - If the matter is not resolved to Member Town's satisfaction, the Member Town may then seek to utilize the dispute resolution provisions hereinafter
- **Section 14 Partnership Transition Items**
 - The Commission shall adopt an initial fiscal year budget for the treatment plant during its initial year of operation, or portion thereof, and shall work to create a five year budget plan according to the timelines stated herein.
 - Construction of the Partnership treatment plant and effluent recharge facilities would occur in 2021 through 2023 with full operation beginning in the end of year 2023.

▪ **Section 15 Apportionment and Payment of Costs**

- Operating Costs shall be defined and categorized as "semi-fixed" or "flow variable" as follows:
 - Semi-fixed costs
 - The overall administrative expenses to operate the Common Partnership System and include office supplies, rental of office equipment, postage, any statutory assessments, employee computer expenses, insurance, consultant/ engineering/ legal expenses and retirement insurance.
 - The overall administrative and operational salaries, including overtime to operate the Common Partnership System.
 - Common Partnership System conveyance facilities salaries and expenses.
 - Treatment facility overhead expenses such as telephone, building heat and water, laboratory supplies and uniforms.
 - Treatment facility overhead expenses for equipment maintenance costs, including gas and oil for vehicles.
 - Staff training and development salaries and expenses for Partnership personnel.
 - Common Partnership System conveyance facilities Infiltration and Inflow (I/I) maintenance salaries and expenses.
 - Capital Costs
 - Flow variable costs
 - Liquid sludge hauling and disposal expenses
 - Electricity and chemical expenses of the Common Partnership System.
- Apportionment of Capital Costs:
 - Capital Costs shall be apportioned among the Member Towns and charged annually in the following manner:

Initial Phase Flow Capacity Allocation

Member Town	Total Flow Allocation	Percent Owned
Dennis	1.2 mgd	30 %
Harwich	0.60 mgd	15 %
Yarmouth	2.20 mgd	55 %
Total	4.00 mgd	100 %

Buildout Flow Capacity Allocation

Member Town	Total Flow Allocation	Percent Owned
Dennis	1.96 mgd	30 %
Harwich	0.98 mgd	15 %
Yarmouth	3.54 mgd	52 %
Total	6.48 mgd	100 %

Example Interim Expansion Flow Capacity Allocation

Member Town	Total Flow Allocation	Interim Expansion	Total New Capacity
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Dennis (mgd/%)	1.2 / 30	0.25 / 17	1.45 / 26.5
Harwich (mgd/%)	0.6 / 15	0.25 / 17	0.85 / 15.5
Yarmouth (mgd/%)	2.2 / 55	1.00 / 66	3.2 / 58
Total	4.00 / 100	1.50 / 100	5.50 / 100

- Apportionment of Operating Costs:
 - 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.
 - Flow-variable operating costs: Upon the commencement of operations of any Partnership facility, flow based Operating Costs for the Common Partnership System will be assessed to the Member Towns based upon the average daily flow as measured at the Partnership flow meters and adjusted by the same ratio for Capital Costs for Infiltration/Inflow (I/I) in Common Partnership System, and for any metered recycle flows at the treatment facility.

- **Section 16 Partnership Budget**

- Schedule

November 1- Commission sends draft budget for ensuing fiscal year to member towns

November 1- Commission sends draft five-year budget plan to each member town

November/ December- Commission has budget discussions with member towns

December- Commission and member towns conduct a joint three-town Board of Selectmen meeting to approve Partnership annual budget.

January 15- Commission adopts final fiscal year budget and five-year budget plan

February 1- Commission treasurer certifies budget to treasurer of each member town

Annual Town Meetings- Member towns (if required) raise and appropriate certified budget for each member town share.

- **Section 17 Incurring of Debt**

- Written authorization of incurring of debt must be provided to the Chairman of the Sewer Commission and to the Board of Selectmen of each Member Town

- **Section 18 Treatment Plant Decommissioning – Cost Impacts**

- Should the DHY Clean Waters Community Partnership decide to disband in the future the following decommissioning process shall occur:
 1. Conduct an appraisal of all of the Commission facilities;
 2. Identify regulatory processes and transitional costs; and
 3. Identify costs to restore sites to as close to original condition as feasible.