

TOWN OF EDGECOMB AND TOWN OF WISCASSET INTERLOCAL AGREEMENT

This agreement made this ____ day of February, 2005, by and between the Town of Wiscasset, a Municipal Corporation, located in the county of Lincoln, in the state of Maine, (hereinafter referred to as "Wiscasset"), and the Town of Edgecomb (hereinafter referred to as "Edgecomb"), a Municipal Corporation, located in the county of Lincoln, State of Maine.

WHEREAS, municipalities in the State of Maine are required by statute to treat satisfactorily sanitary sewerage and other wastes prior to discharge into a water course including the Sheepscot River;

WHEREAS, Wiscasset has constructed, owns, and operates a waste water treatment facility within its borders;

WHEREAS, the Wiscasset waste water treatment facility is designed such that it has much greater capacity than the present demands placed upon it by the sewer users in the Town of Wiscasset;

WHEREAS, the Town of Edgecomb has no waste water treatment facility located within its borders;

WHEREAS, within the Town of Edgecomb, especially along its shoreline by the Sheepscot River, there exist inadequate septic systems which compromise the water quality of the Sheepscot River to the detriment of both Edgecomb and Wiscasset;

WHEREAS, it would be to the mutual benefit of both Edgecomb and Wiscasset that a sewer system be developed that would prevent the deterioration of the water quality in the Sheepscot River which flows along the borders of both municipalities; and

WHEREAS, it is deemed feasible for sewerage flows from Edgecomb to be received by the Wiscasset sewer system for transportation through force mains and interceptor sewers for later treatment at the wastewater treatment facility in Wiscasset;

WHEREAS, it is deemed feasible to construct a sewer line from the Town of Edgecomb to the Town of Wiscasset by a system of pipes running beneath the Sheepscot River to the shore of Wiscasset;

WHEREAS, pursuant to Title 30-A M.R.S.A. § 2203, Wiscasset and Edgecomb seek to enter into a joint agreement which agreement shall be approved by the voters of the Town of Edgecomb and by the voters of the Town of Wiscasset.

NOW THEREFORE, the parties hereto mutually covenant and agree that Wiscasset will accept the sanitary sewerage from Edgecomb delivered to Wiscasset Sewer treatment plant in a connection line beneath the Sheepscot River in accordance with the following provisions:

1. EQUIPMENT AND FACILITIES

- a. **Edgecomb and Wiscasset recognize and agree Edgecomb Development, LLC, shall pay the entire cost for designing and properly constructing the inter-connecting line that will carry sewerage from Edgecomb at Davis Island to the Wiscasset Water Treatment Plant's gravity sewer line on Railroad Avenue, together with whatever sewer facilities are incidentally required and together with all costs associated with the additional facilities. Both Edgecomb and Wiscasset must agree in writing to the design and as-built construction of the sewer line to be constructed by Edgecomb Development, LLC running from Edgecomb to Wiscasset, including the installation of a metering system. These improvements as-built must meet state and federal requirements and must receive the written approval of both Edgecomb and Wiscasset before this agreement becomes effective. As proof of this consent by Edgecomb and Wiscasset, a representative from Wiscasset and a representative from Edgecomb shall write a letter to the town clerk in the other's municipality indicating the approval of the design and as-built construction of the inter-connecting sewer line with its appurtenances. This agreement in no manner requires Edgecomb or Wiscasset to accept the design and as-built construction of the sewer line and the metering system installed by Edgecomb Development, LLC if such installation, design or construction does not meet state and federal laws or the requirements of the Town of Edgecomb and the Town of Wiscasset. Edgecomb and Wiscasset recognize that they have both hired the firm of Woodard and Curran, engineers, to review the design and asbuilt construction of said sewer line and metering system to be installed by Edgecomb Development, LLC.**
- b. **Once this agreement becomes effective Edgecomb shall own the inter-connecting sewer line and its appurtenances and the metering system, and thereafter, Edgecomb shall be solely responsible for the construction, operation and proper maintenance of all of its sewer facilities, in conformance with plans and specifications approved by Wiscasset.**
- c. **Once Edgecomb and Wiscasset have accepted the design and the installation of the sewer line and once the inter-connecting underwater line running beneath the Sheepscot River from Edgecomb to the Wiscasset Waste Water Treatment Plant's gravity sewer line on Railroad Avenue has been connected, the Town of Edgecomb shall be responsible for the cost of maintaining said inter-connecting sewer line. Edgecomb shall maintain and operate the metering facility with locking-type shutoff on the line leading to the Town of Wiscasset such that Edgecomb's flows and only Edgecomb's flows are measured. The metering facility and shutoff shall be located on the Wiscasset side of the Sheepscot River just prior to the inter-connecting point on Wiscasset's collection system. The metering devices shall be of a continuous recording totalizing type so that, by**

subtraction, the volume of flow in any given period may be obtained. Details of the installation shall be approved by Wiscasset. Representatives of both Edgecomb and Wiscasset shall have access to the metering installation and other accounting records for the purposes of inspecting and verification of measurements. Edgecomb shall have the recorder calibrated by an independent contractor at least once per calendar year at a time agreed upon by Edgecomb and Wiscasset. All field calibrations reports shall be promptly forwarded to the Town of Wiscasset.

- d. In the event reconstruction of a jointly used sewer force main or other sewerage facility owned by Wiscasset becomes necessary due to deterioration or catastrophe, each party shall be assessed its share of the cost of reconstruction over and above any amounts paid by insurance coverage in the same proportion as its average dry weather flows into the facility at the time of reconstruction bears to the total average dry weather flow of all sewerage into the line or facility.
- e. Wiscasset may at its sole expense, undertake work upon the jointly used lines which shall be for the convenience of the residents of Wiscasset such as relocation of any part of said lines for highway or other useful purposes. Nothing in this provision shall be construed as preventing the parties from making such other agreements covering jointly used conveyance facilities as may be appropriate to the given circumstances. This agreement shall, however, be construed to apply in the absence of a separate agreement.

2. MUTUAL COVENANTS AND RESPONSIBILITIES.

- a. It is agreed that Wiscasset bears the responsibility of providing adequate treatment of the waste flows in conformance with all applicable statutes, ordinances, regulations and permits and is solely responsible for securing all permits, licenses and insurance coverage on its plant and facility and authorization incident to that charge.
- b. Both parties agree to adopt, keep in effect, and amend from time to time a sewer use ordinance, an industrial pretreatment ordinance, and regulations which can include but not be limited to provisions which will specify treatment required of all non domestic waste waters and the limits of toxicity and characteristics that may otherwise be damaging to the efficient operation of the sewer system. Such ordinances and regulations shall be subject to approval by the Town of Wiscasset. Such ordinances and regulations may also include provisions for the necessary inspection, observation, measurement, sampling and testing pertinent to the treatment at the Wiscasset treatment facility including the entrance upon private property by duly authorized personnel under rules and regulations adopted by the Town of Wiscasset in full compliance with state and federal statutes and regulations.

3. FLOW GUARANTEED

- a. Wiscasset guarantees its wastewater treatment plant will have a total capacity sufficient to accommodate up to 51,000 gallons per day of flow from Edgecomb, and Wiscasset hereby agrees that it will not reduce the flow to be accepted for treatment from Edgecomb below a daily average of 51,000 gallons per day; provided, however, that the flow shall be delivered in an acceptable state as is described herein or in applicable ordinances or regulations, and provided that the flow shall be delivered to Wiscasset in the quantities which are within the capacity of the inter-connecting conveyance line. In the event that either or both of these conditions cease to be met, Wiscasset shall have the right, after due notice to Edgecomb and lack of corrective measures on Edgecomb's part, after reasonable time for performance by Edgecomb, to limit, bypass and otherwise exempt such flows or portions thereof as may be necessary to properly maintain the sewer system and treatment process subject to all applicable statutes ordinances and regulations or to bring Edgecomb into compliance with this agreement.**
- b. In the event that damages, including federal and state fines, are incurred by one party due to the violation by the other party then the offending party shall bear the full costs of those damages. Otherwise, damages and fines shall be allocated to each party based upon its percentage of utilized capacity of Wiscasset facilities provided that such damages and fines are not the result of operational malfunctions at the treatment plant or negligence or errors by the treatment plant personnel. Notwithstanding the foregoing, Edgecomb shall be solely liable for any damage to persons or property arising in any manner from its inter-connecting sewer line or its appurtenances (unless such damage is due in whole or in part to the negligence of Wiscasset), and Wiscasset shall be solely liable for any damage to persons or property arising in any manner from its wastewater treatment plant or its appurtenances (unless such damage is due in whole or in part to the negligence of Edgecomb).**
- c. As used throughout this agreement, "gallons per day" shall be determined by the monthly average.**

4. CHARGES AND FEES. Wiscasset shall charge Edgecomb for use of the Wiscasset facility as follows:

- a. The initial amount of flow from Edgecomb to Wiscasset shall be 20,000 gallons per day for which Edgecomb shall pay a one time impact fee, within 60 days of execution of this agreement, in the amount of \$129,200 (based on the current rate of \$6.46 per gallon). Thereafter Edgecomb shall**

pay a one time impact fee based upon \$6.46 per gallon, or the one time impact fee in effect in Wiscasset at that time, for up to an additional 31,000 gallons per day. The calculation of the increase in gallons per day shall be based upon the method employed by Wiscasset for Wiscasset sewer users. The impact fee will be based upon estimated use (estimated in the same manner as for Wiscasset users).

- b. The parties understand that Wiscasset has authorized an additional 31,000 gallons per day of reserve capacity for the Town of Edgecomb so that the total capacity for the Town of Edgecomb would be 51,000 gallons per day with Edgecomb paying the impact fee for the initial 20,000 gallons per day, and additional impact fees as the usage increases to the maximum extent.
- c. The parties agree that Edgecomb shall also pay the same sewer user fees paid by Wiscasset residents (currently \$0.055 cents per cubic foot).
- d. With respects to costs, it is a primary and all important portion of the consideration of this agreement that the users of the sewer system in Edgecomb will pay to Wiscasset by way of Edgecomb the same impact fee and user fee as the sewer users in the Town of Wiscasset pay, and that at no time during the course of this agreement shall Wiscasset separately categorize the Edgecomb users for impact fees, user fees or any other charges or assessments different from that of Wiscasset users. Like sewer users in Edgecomb will be classified the same as like sewer users in the Town of Wiscasset. Currently, Wiscasset represents that it has only one classification of sewer user. In the future, should Wiscasset classify users as residential users, commercial users and/or industrial users, and should Wiscasset set separate rates for each type of user, then in that event residential users in Edgecomb, commercial users in Edgecomb and industrial users in Edgecomb shall be treated for the purposes of impact fees, user fees and all other fees, the same as residential users, commercial users and industrial users in Wiscasset.
- e. Notwithstanding the preceding paragraph, the parties agree that Edgecomb is free to charge its users impact, user and all other fees greater than those charged by Wiscasset.
- f. Edgecomb will participate in the cost of upgrades of Wiscasset's sewer treatment plant facility based upon Edgecomb's maximum flowage pursuant to this contract or amendments bears to the total of licensed capacity of the Wiscasset plant which is currently 620,000 gallons per day. If, as a result of these upgrades, the capacity of the sewer treatment plant in Wiscasset increases, then Edgecomb shall also enjoy a corresponding increase in the maximum amount of total sewerage allowed by this

agreement into the facility as a result of Edgecomb's contribution to the increased capacity of the sewer treatment facility.

5. AMENDMENTS

- a. The voters of the Town of Wiscasset and the Town of Edgecomb authorize their respective selectmen to make amendments to this interlocal agreement if such amendments are necessary based upon changes in federal or state laws, rules or regulations.
- b. Otherwise, amendments to this interlocal agreement shall require voter approval.

6. TERM OF THE CONTRACT

- a. This agreement shall remain in full force and effect from 40 years from the date of the agreement.
- b. Edgecomb may terminate this agreement at any time provided that all fees are paid in full and provided that Edgecomb gives 8 months notice in advance of the termination date to Wiscasset.
- c. Wiscasset shall bill Edgecomb in accordance with standard practices. The initial one time impact fees shall be paid within 60 days of execution of this agreement, and all subsequent one time impact fees shall be paid within 30 days of invoice. The sewer use charge shall be paid quarterly by Edgecomb, within 40 days of receipt of the bill. The invalidity of any portion of this agreement shall not be held to invalidate any other section of this agreement.

7. ADMINISTRATING COMMITTEE

- a. In accordance with Title 30-A M.R.S.A. § 2203, an administrating committee is formed. The role of the administrating committee shall be to make recommendation and give advice to the board of selectmen to the towns of Edgecomb and Wiscasset regarding this agreement and any changes thereto. The committee shall be composed of two members appointed by the selectmen of Wiscasset and two members appointed by the selectmen of Edgecomb. This committee shall meet at least annually and give notice of their meetings to the selectmen in Edgecomb and the selectmen in Wiscasset in writing at least ten days prior to the meeting. The members shall receive no compensation.

8. ARBITRATION COMMITTEE

- a. Disputes and differences of opinion which cannot be resolved between the parties concerning this document shall be referred for resolution to the arbitration committee. The arbitration committee shall consist of five members consisting of two members from the Town of Edgecomb and two members of the Town of Wiscasset, and a fifth member, who shall act as chairman, who shall be appointed by the members of the arbitration committee from Wiscasset and Edgecomb.**

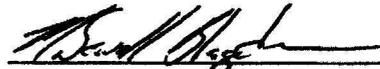
- b. The selection and formation of the arbitration committee shall proceed promptly to provide for an initial meeting of the arbitration committee within 30 days of the call except that when the selectmen of both Edgecomb and Wiscasset declare for an emergency resolution. Judgment and decision of the arbitration committee shall not be binding upon all parties as regards to matters pertinent to this contract. The municipal party to this agreement unsatisfied with the decision of the arbitration committee may appeal to the Superior Court.**

9. EFFECTIVE DATE.

- a. This agreement shall not be effective until signed by the duly authorized representatives of each party, a sewer ordinance has been approved by Wiscasset, and both parties have approved the design installation and as-built construction of the sewer line between Edgecomb and Wiscasset as performed and done by Edgecomb Development, LLC, all as set forth above in this agreement. A copy of this agreement shall be on file with the clerk of the Town of Wiscasset and the clerk of the Town of Edgecomb and a copy filed with the Secretary of State of the State of Maine and with all other appropriate state and federal agencies.**

IN WITNESS WHEREOF the parties have hereunto set their hands and seal this ___ day of February, 2005.

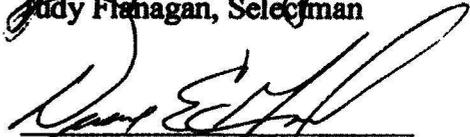
Town of Wiscasset:



Michael S. Blagdon
Chairman, Board of Selectman



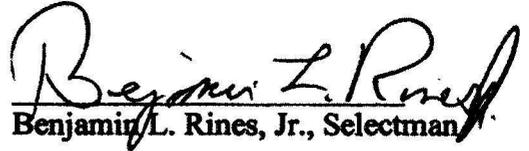
Judy Flanagan, Selectman



Duane Goud, Selectman



Kerry Leeman, Selectman



Benjamin L. Rines, Jr., Selectman

Witness

Signed, sealed and delivered

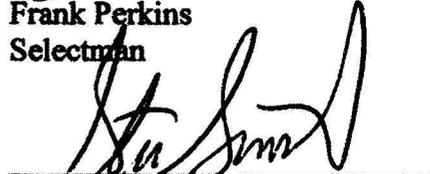
Town of Edgecomb:



Joanna M. Cameron
Chair, Board of Selectmen



Frank Perkins
Selectman



Rodd L. Hopper
STUART SMITH
Selectman

Approved office of the Attorney General by: _____

We the Board of Selectmen certify that the **Town of Edgecomb and Town of Wiscasset Interlocal Agreement** is a true and accurate copy this ____ day of February, 2005.

TOWN OF EDGECOMB:

Witness

Joanna M. Cameron
Joanna M. Cameron
Chair, Board of Selectmen

Frank Perkins
Frank Perkins
Selectman

Stuart Smith
Stuart Smith
Selectman

Personally appeared the above named members of the Edgecomb Board of Selectmen each acknowledging his/her signature before me, the Edgecomb Town Clerk, this ____ day of February, 2005.

By:
Edgecomb Town Clerk