

TOWN OF COVENTRY

RESOLUTION

OF THE

TOWN COUNCIL

NO. 88-83-0987

RESOLVED, That the Town Council desires to enter into a formal agreement with the Town of West Warwick concerning sewer construction and sewage disposal as outlined in a Letter Agreement in July of 1981; and

FURTHERMORE, The Town Council President be authorized to execute the Intermunicipal Agreement between the Town of West Warwick and the Town of Coventry.

PASSED AND ADOPTED this 14th day of November 1983.

APPROVED

Harold F. Defford Jr.

PRESIDENT

ATTEST

Monique Capwell
TOWN CLERK

11/21/83

RESOLUTION NO. 83-748

Handwritten initials

At a meeting of the Town Council held on the 21st day of November, 1983 the following motion was moved by Councilman Levesque, seconded by Councilwoman Bulger and UNANIMOUSLY VOTED:

RESOLVED, that the Council President is authorized to sign interim agreement with Town of Coventry and Council President to set date for the signing of this Agreement.

A TRUE COPY
ATTEST:

Anna G. Duro
COUNCIL CLERK

Handwritten notes

SEWER CONSTRUCTION AND SEWAGE DISPOSAL BETWEEN
TOWN OF WEST WARWICK AND TOWN OF COVENTRY

THIS AGREEMENT made this *28th* day of *November* A.D. 198*3* by and between the TOWN of WEST WARWICK, a municipal corporation of the State of Rhode Island, hereinafter referred to as "WEST WARWICK" and the TOWN of COVENTRY, a municipal corporation of the State of Rhode Island, hereinafter referred to as "COVENTRY".

WITNESSETH:

WHEREAS, WEST WARWICK has constructed and has in operation a municipal sewerage treatment plant and other appurtenant facilities to service the sewage for the residents of WEST WARWICK; and

WHEREAS, WEST WARWICK is desirous of increasing its capacity for the treatment of sewage flowing into said existing plant and other appurtenant facilities located in WEST WARWICK by additional construction thereto and placing additional equipment therein; and

WHEREAS, WEST WARWICK and COVENTRY mutually agree it is in the best interest of both municipalities to enlarge the present sewage treatment plant and other appurtenant facilities located in WEST WARWICK and to modify and modernize the sewage treatment process related to the sewage disposal and treatment for both municipalities; and

WHEREAS, COVENTRY has signed a Letter of Intent on September 1, 1981, to pay their share of a Sewer construction and Sewage Disposal Agreement wherein the beforementioned shall be accomplished and likewise authorized the necessary bonding for the local financing of the proposed combined sewage treatment plant.

WHEREAS, WEST WARWICK and COVENTRY are mutually eligible to benefit from Federal and State financial assistance to design and construct regional wastewater collection, treatment and disposal facilities for both municipalities; and

WHEREAS, certain modifications and additions must be made to the existing WEST WARWICK wastewater collection and treatment facilities in order to collect and treat the wastewater of the municipalities; and

WHEREAS, the problem and solution of wastewater collection and disposal thereof is a mutual problem involving financing, construction, operation and maintenance of facilities; and

WHEREAS, WEST WARWICK is authorized to enter into sewer construction and wastewater agreements in accordance with Public Laws of Rhode Island, 1973, Chapter 71;

NOW, THEREFORE, in consideration of these premises and the mutual undertakings of the parties hereto, the parties agree as follows:

DEFINITIONS AND REPRESENTATIONS

- A. "Regional Project" (or Regional Wastewater Collection and Treatment System) means development, design and construction work in connection with upgrading and expanding the existing West Warwick Wastewater Collection and Treatment System.
- B. "West Warwick System" means the existing West Warwick Wastewater Collection and Treatment System as the same may be upgraded or expanded by completion of the Regional Project.
- C. "Coventry System" means the sanitary sewer interceptor lines, lateral sewer lines and other appurtenances located, or to be located, in Coventry which are intended to convey wastewater from sources in Coventry to the West Warwick System.
- D. "Coventry Project Share" means and is limited to the amount of the Total Project Costs allocated to Coventry in accordance with the percentages of each item of the Project Cost listed under the column "Coventry Percent" on Exhibit "A".
- E. "Total Project Cost" means the total cost to be incurred in the completion of the Regional Project, for the design and construction of the Regional Project.
- F. "Annual Sewerage Operation and Maintenance Service Charges" includes the total annual expenses actually incurred by the Regional Project pursuant to a budget covering the categories of annual operating and maintenance expense described in this Agreement, which budget shall be adopted prior to the commencement of each Fiscal Year by means of the procedures referred to herein.
- G. "Participating Municipality" means any one of the following municipal corporations: the Towns of West Warwick, Coventry, Scituate and West Greenwich and the Cities of Cranston and Warwick. The term "Participating Municipalities" is the collective designation for more than one Participating Municipality.
- H. "Fiscal Year" means the annual accounting period commencing March 1 and ending the last day of February.
- I. "Wastewater" includes any water-carried waste from residences, business buildings, institutions and industrial establishments.
- J. "North Branch Interceptor" means an underground interceptor sewer collecting wastewater from the northeast corner of Coventry and transporting said wastewater to the West Warwick Collection and Treatment System at the West Warwick Town line near the North Branch of the Pawtuxet River.

K. "South Branch Interceptor" means an underground interceptor sewer collecting wastewater from the southern portion of eastern Coventry and transporting said wastewater to the West Warwick Collection and Treatment System at the West Warwick Town line near the South Branch of the Pawtuxet River.

L. "Measured Wastewater Flow" means the total unadjusted flow volume recorded at flow metering devices, referred to in Article 14 hereof.

TERMS OF AGREEMENT

1. Upon signing of a similar agreement by another participating municipality, a Project Management Committee shall be formed.

The Committee will oversee the Project. The Committee will oversee the development of plans, specifications and construction arrangements, which are all subject to the Committee's review, and recommendations. The Committee shall have access to and consider all plans, drawings, records, and data sources used in the construction. The Committee will also have access to and consider any other facilities whose capacity and condition bear on the project and the operation of the West Warwick Sewage Facility.

The members of the Committee shall be: The Chief Executive Officer of each community or their representatives as designated by the Chief Executive Officer of the Community. The Committee will be chaired by the WEST WARWICK representatives. Vacancies will be filled in the same manner as original appointees.

Meetings of the Committee shall be held as called by the Chairperson and upon such reasonable notice as he/she shall decide, or at the call of at least 2 members.

The Committee may appoint advisors. Advisors may attend and participate in all meetings except that they shall not be counted for a quorum, nor vote on Committee actions.

WEST WARWICK will act as the contracting and management agent (owner) for the project and its Town Council, acting as the Sewer Authority, will make all project decisions with the advice of the Project Management Committee.

The Project Management Committee will cease to exist after the construction is complete.

2. WEST WARWICK agrees to receive for treatment and disposal, subject to such limitations and exceptions as are hereinafter provided for, all sanitary sewage emanating from within COVENTRY including all industrial and commercial waste waters in accordance with the Regional Facilities Plan for Wastewater Management WEST WARWICK, RI Final Report and WEST WARWICK'S Industrial Pretreatment Program.

3. The complete cost of designing and construction of any intercepting sewer force main, and/or pumping facilities located in and used exclusively by COVENTRY shall be paid for entirely by said COVENTRY. Any facilities, sewers, pumping facilities or force mains which are constructed for the joint use of COVENTRY and WEST WARWICK shall be paid for on the prorated basis, as indicated in Exhibit A, applied to the local cost of the sewer project or projects. In the event that joint intercepting sewer lines, pumping facilities and force mains are constructed, they shall have the cumulative capacity for COVENTRY sewage of an average daily flow of 2,250,000 gallons per day and a peak rate of flow of 5,360,000 gallons per day in 2000, as established by the West Warwick Facilities Plan.

3A. For the design and construction cost for the North Branch Interceptor, COVENTRY shall enter into separate agreement between SCITUATE and CRANSTON. The design and construction cost will be a direct percentage of the total average daily flow from each community as presented in Exhibit B.

4. The COVENTRY sanitary sewer system shall connect with and into the WEST WARWICK system as follows:

A. At the COVENTRY-WEST WARWICK line on Tiogue Avenue (Route 3).

B. At the intersection of Lincoln Street and Main Street in the Harris Section of COVENTRY.

C. At other points along the WEST WARWICK-COVENTRY border which are mutually agreed upon, where WEST WARWICK sewers are capable of handling additional flow. Negotiation of these points shall be in accordance with the requirements set forth in other sections of this agreement.

D. Any parcel located in COVENTRY that can tie directly into a WEST WARWICK sewer line shall be allowed upon receiving permission of the TOWN Council's of both COVENTRY and WEST WARWICK. These parcels shall be assessed a sewer assessment by the Sewer Authority of WEST WARWICK at the same rates and as if said parcel of land were located in WEST WARWICK.

E. COVENTRY shall supply to WEST WARWICK a list of new tie-ins prior to July 1 of each calendar year.

F. COVENTRY shall install and maintain metering devices, which meet mutually acceptable specifications. The devices shall be located at the WEST WARWICK treatment plant, the connection points for the North and South Branch Interceptors and at such other locations as may be determined to measure and record the respective flows of the parties hereto for the purpose of determining their excessive flow.

5. WEST WARWICK shall maintain adequate records showing flow, capital cost, operating costs and a computation of the amounts due COVENTRY. COVENTRY shall also maintain adequate records of measuring devices at the North and South Branch Interceptors. All parts of the system which are not buried below ground shall be open for inspection in a reasonable manner by authorized representatives of WEST WARWICK. Calibration of metering devices shall be made at least every six (6) months by competent authorized representatives of the manufacturer and if error is detected as a result of such calibration, adjustment in charge shall be made in the next payment period. When such calibration of metering devices application to charge costs are made, copies of the test made of said metering devices shall be available to the parties hereto. It is understood that the costs of such calibration of metering devices shall be borne by COVENTRY.
6. After the completion and acceptance of the transmission lines and treatment facilities for the combined use of WEST WARWICK and COVENTRY, WEST WARWICK shall accept the flows from COVENTRY.
7. Total Project Cost of the Regional Project or projects shall include the total cost of construction and equipment, the cost of design, engineering and supervisory costs, inspection, legal costs, costs of acquiring real or personal property in WEST WARWICK for said purpose hereunder, fiscal costs, financing costs, and all other costs of establishing the project and making it ready for operation including the cost of borrowing in anticipation of Federal and State Reimbursement whether heretofore or hereafter incurred. The total project cost may be verified by an independent auditor selected by COVENTRY, at its own expense, if such audit is determined necessary.
8. COVENTRY'S project share shall be the Total Project Cost less any Federal and State Reimbursement received. Total project cost shall not include the financing costs of facility construction expended by WEST WARWICK prior to execution of this Agreement, unless attributable to COVENTRY'S failure to pay bills in accordance with this Agreement. However, the project cost for the East Natick Interceptor, which was built under advance construction for the Regional Project and it's related design shall include financing costs.
9. Notwithstanding any provision of the Agreement to the contrary, COVENTRY shall not be liable for any costs previously incurred by WEST WARWICK, including such land as is presently owned by WEST WARWICK, which is used for the existing plant and sewer lines and may be used for the expanded project, with the exception of the East Natick Interceptor which was built under advance construction for the Regional Facility and related design, as well as the ongoing Step II design for the Collection System and Treatment Facility for the construction of WEST WARWICK'S existing sewerage system (existing treatment plant and related facilities).

10. For the design cost for the Regional Project, COVENTRY shall pay over to WEST WARWICK a direct percentage of WEST WARWICK'S consultant's monthly billings. These costs represent 100% of COVENTRY'S share for Step II design of the Regional Project. The share has been based on a percentage of the total average daily flow (28.5%). If COVENTRY fails to make payment due WEST WARWICK for COVENTRY'S share of the Step II design expenses within thirty days after receipt of a statement, the amounts due WEST WARWICK shall include a charge at the rate of 1% per month from said thirty days. Upon receipt of the Federal and State Reimbursement of the design cost, WEST WARWICK will reimburse to COVENTRY, within thirty days excepting should any amount be due and owing WEST WARWICK, then said reimbursement shall be credited to COVENTRY it's share.

11. For the construction cost for the Regional Project, COVENTRY shall pay over to WEST WARWICK on a monthly basis, COVENTRY'S Project Share. Upon receipt of the Federal and State Reimbursement of the construction cost, WEST WARWICK will reimburse to COVENTRY, within thirty days excepting should any amount be due WEST WARWICK then said reimbursement shall be credited to COVENTRY it's share. Reimbursement will be requested by WEST WARWICK at regular intervals and not longer than ninety day intervals subject to EPA and DEM requirements.

12. Upon completion of the Construction of the Regional Project or any phase of the project and receipt by COVENTRY of a certificate from the West Warwick Treasurer's Office certifying such completion and showing the final amounts paid by the Town on account of the Regional Project in each of the categories listed on Exhibit "A", COVENTRY will pay the balance of the COVENTRY Project Share within thirty (30) days of the receipt of such certificate. Any adjustment as a result of final EPA and/or State audit will be reimbursed to COVENTRY.

A. The certificate of Project Completion shall include the certification by the authorized representative for WEST WARWICK and the Consulting Engineer for the Project. Such certificate will not be issued before the substantial completion of the Project and the use of the Project facilities are approved by the appropriate State and Federal regulatory agencies.

B. The final amount paid WEST WARWICK on account of the Regional Project shall be verified by an independent auditor selected by COVENTRY, at its own cost, if such audit is determined to be necessary. This end-of-project audit will be conducted on behalf of COVENTRY within twelve (12) months of the final payment to WEST WARWICK.

13. A copy of the final construction plans and specifications, a copy of Federal and State Grant applications, a copy of the final construction cost audit, a copy of each year's operating and maintenance cost audit, a copy of annual cost sharing computation estimates and all other pertinent information pertaining to the combined sewage treatment plant operation and joint facilities shall be sent to and filed with the Town Clerk of WEST WARWICK for record purposes.

WEST WARWICK shall have received grants from the Environmental Protection Agency, State of Rhode Island and/or other funding sources, to the maximum extent allowed, for eligible capital and design costs for the Regional Project. WEST WARWICK shall not proceed with construction of facilities included as part of the Regional Project prior to receipt of grant award funding unless said construction relates to an emergency condition or under State DEM mandate without written approval from COVENTRY.

14. Notwithstanding any other provisions of this Agreement, COVENTRY shall not be required to observe or perform any obligation under this Agreement unless the following condition shall have occurred and be continuing in effect:

WEST WARWICK shall have obtained and made available to COVENTRY the necessary easements, licenses, permits and approvals as required by State, Federal and local entities of the project area.

15. Any payments or contributions of capital by COVENTRY toward construction of said joint facility or at any other time during the continuance of the joint use of said facility is part of the consideration for this Agreement and any such capital payments or contributions by COVENTRY shall not give COVENTRY any ownership or rights of ownership in the sewage facility.

16. WEST WARWICK agrees to provide adequate and qualified operating personnel for the proper maintenance and operation of the Regional Project.

17. Any parcel of land located in COVENTRY but tied directly into a WEST WARWICK sewer line, at the time this agreement is signed and those who after this agreement is signed will be assessed an Annual Sewerage System User Charge assessed by the Sewer Authority of WEST WARWICK at the same rates and as if said parcel of land were located in WEST WARWICK.

18A. The annual cost of operating and maintaining the treatment and appurtenant joint facilities as defined in Exhibit "C" shall be the basis of the ANNUAL SEWERAGE OPERATION AND MAINTENANCE SERVICE CHARGES. The cost shall include wages, fringe benefits, maintenance repairs, chemicals, utility costs, equipment rentals and replacement, administration cost, and all other costs related to the operation of the sewage treatment and appurtenant joint facilities. However, the Annual O&M service charges shall not include any principal, interest or other charges in connection with any indebtedness incurred by WEST WARWICK.

18B. Any and all revenue generated at or by the operation of the Regional Project including but not limited to Federal, State, and/or Regional funding for operation and maintenance, or for any use of the facilities, shall be applied to the Annual O&M Service Charges for the project, thereby proportionately reducing the O&M Service Charges for Participating Municipalities of operation and maintenance costs.

22. WEST WARWICK and COVENTRY agree to maintain complete and accurate books and records concerning all the matters relative to this Agreement and the performance thereof, to retain the same for a period of at least seven (7) years following the Fiscal Year to which such books and records relate and to permit the agents, accountants and other duly authorized representatives of the other party to have access to all such books and records during reasonable business hours for the purpose of examining any of the same and making extracts or copies thereof. WEST WARWICK and COVENTRY agree to make available, to the representatives and agents of the other, for purposes of inspection, all facilities and equipment related to the wastewater system.

23. No failure or delay in performance of this sewage disposal agreement by either party shall be deemed to be a breach thereof when such failure or delay is occasioned by or due to any act of God, strikes, lockouts, wars, riots, epidemics, explosions, sabotage, breakage or accident due to machinery or lines of pipe, the binding order of any Court or governmental authority, or any other cause, whether of the kind herein enumerated or otherwise, not within the control of the parties involved.

24. WEST WARWICK agrees to accept septic tank and/or cesspool waste generated within the boundaries of COVENTRY for treatment. The charge for such service shall be reasonable and shall be based on the cost of providing such service.

25. No addition, alteration or expansion of the Regional Facility affecting COVENTRY'S capital cost or reserve capacity shall be permitted without first receiving the approval of COVENTRY.

26. If the section, subsection, sentence, clause, phrase or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

27. There is at present an Agreement between WEST WARWICK and Woodland Manor Associates which is not now part of this inter-municipal Agreement. No change or alteration in the Woodland Manor Agreement, no increase in flow or any additional usage of said line shall be made by Woodland Manor Associates unless a new Agreement is made between WEST WARWICK, COVENTRY and said Woodland Manor Associates. It is understood that the capacity granted to Woodland Manor is not part of the capacity reserved for COVENTRY through this Agreement.

28. There is at present an Agreement between WEST WARWICK and the State of Rhode Island and Providence Plantations (State) dated April 28, 1978 for the Midland Industrial Park which is not now part of this Agreement. Through this contract a minimum of 320,000 gallons per day of average flow and a maximum of 800,000 gallons per day of average flow is set aside for all sewer users in the Service Area, which includes out-of-Town users. No increase in flow or any additional usage of said line shall be made unless COVENTRY is notified.

29. If any controversy hereafter arises out of this Agreement, or out of refusal of any party to perform the whole or part thereof, or if the parties of this Agreement cannot agree upon any of the costs for O&M herein enumerated or any matter requiring negotiation or agreement herein then the following procedure shall be as follows:

A. The Chief Administrative Officers of the representatives of WEST WARWICK and COVENTRY shall discuss the issue or issues informally with the hope that the issue or issues will be resolved through the informal discussions.

B. If the Chief Administrative Officers of WEST WARWICK and COVENTRY are unable to resolve the issue or issues informally, then the legislative bodies of WEST WARWICK and COVENTRY shall conduct informal joint discussions with the hope that the issue or issues will be resolved.

C. If the issue or issues are not resolved within ten (10) days then, in that event, either WEST WARWICK or COVENTRY may request that the unresolved issue or issues concerning O&M be submitted to arbitration. Within seven (7) days after arbitration has been requested, WEST WARWICK and COVENTRY shall each select and name one arbitrator and shall immediately thereof notify each other in writing of the name and address of the person so selected. The two (2) arbitrators so selected and named shall, within ten (10) days from and after the selection, agree upon and select and name a third arbitrator. If within said ten (10) days the arbitrators are unable to agree upon the selection of a third arbitrator, such third arbitrator shall be selected in accordance with the rules and procedures of the American Arbitration Association. Whether the third arbitrator is selected by agreement or under the rules and procedures of the American Arbitration Association, the said third arbitrator shall not be a resident of the State of Rhode Island. The arbitration procedures shall be conducted in accordance with the rules and procedures of the American Arbitration Association. The decision of the arbitration panel shall be final and binding upon WEST WARWICK and Participant.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their respective fully authorized officers and their corporate seals affixed hereto the day and year first above written.

TOWN OF WEST WARWICK

George J. McKanna

Council President

TOWN OF COVENTRY

Harold L. Jefford Jr.

Council President

EXHIBIT A
PERCENTAGE OF CONSTRUCTION COST

INTERCEPTOR	WEST WARWICK	COVENTRY	WEST GREENWICH	SCITUATE	CRANSTON	WARWICK
Upper Maisie Quinn	16%	84%				
Maisie Quinn	41%	56%	3%			
Maisie Quinn Relief	54%	34%	8%			4%
Clyde Interceptor & Pumping Station	63%	32%		4%	1%	
Natick Interceptor	58%	35%	2%	0.5%	0.2%	4.3%
Treatment Facility & East Natick Interceptor	64.97%	28.5%	1.7%	0.99%	0.15%	3.69%

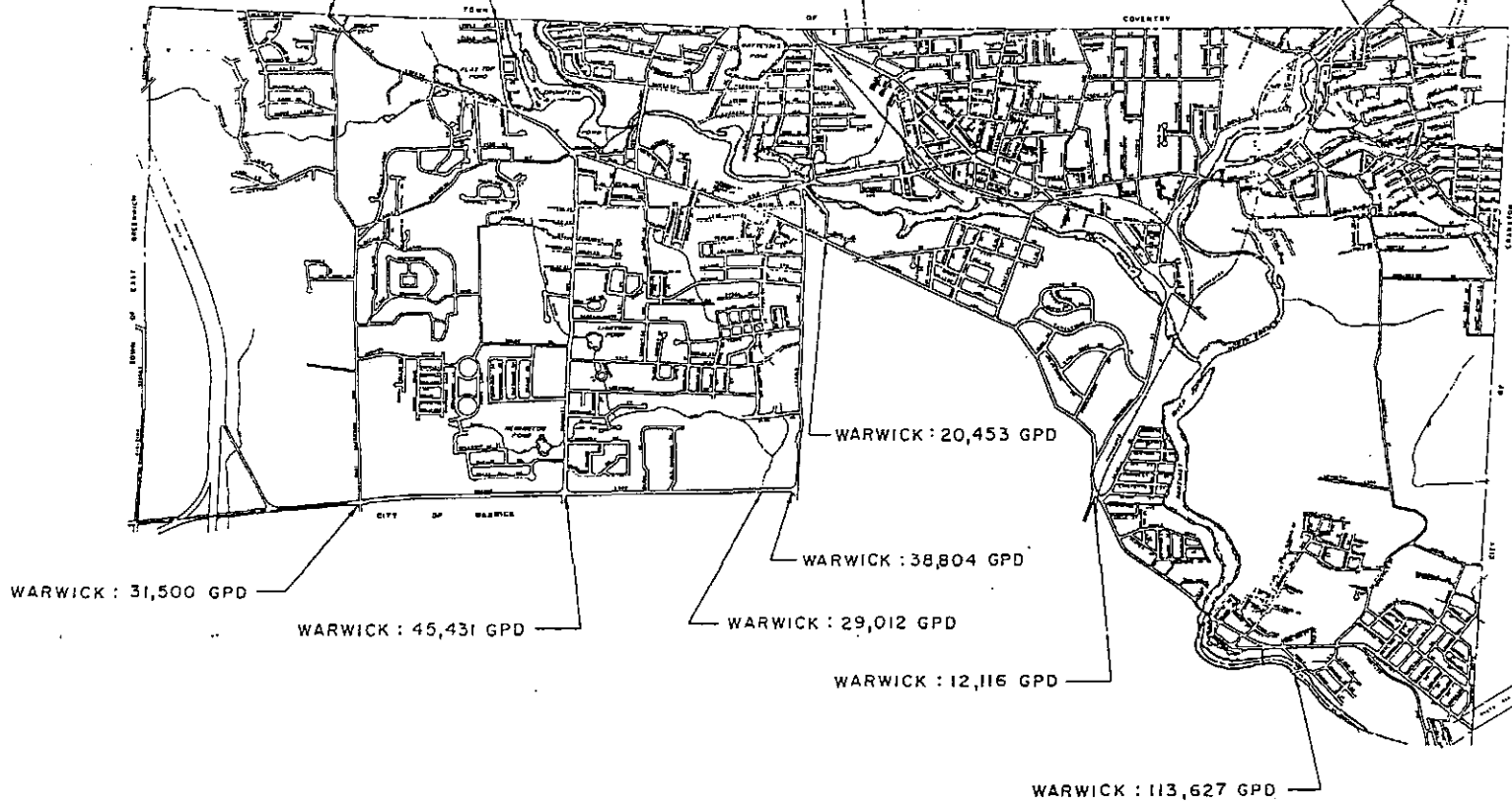
PERCENTAGE OF DESIGN COST

Treatment Facility and Collection System	64.97%	28.5%	1.7%	0.99%	0.15%	3.69%
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WEST GREENWICH : 290,943 GPD

COVENTRY : 2,752,000 GPD

COVENTRY : 330,000 GPD
CRANSTON : 11,875 GPD
SCITUATE : 78,335 GPD



NOTE: Flows of Each Community are Average Daily Flows in Gallons Per Day, Based on the Year 2020.

SCALE IN FEET
0 100 200 300 400 500

KEYES

WEST WARWICK REGIONAL COLLECTION SYSTEM

1"=200'	1"=100'	1"=50'	1"=25'	1"=10'	1"=5'
1"=200'	1"=100'	1"=50'	1"=25'	1"=10'	1"=5'

WEST WARWICK RHODE ISLAND

EXHIBIT B

EXHIBIT C
OPERATION AND MAINTENANCE COSTS

The following categories of operating and maintenance costs are listed as typical cost items experienced by the TOWN of WEST WARWICK'S wastewater treatment facility at the time of contract execution. The categories may be altered during the life of the contract by mutual agreement of both parties. Alterations to be based upon the introduction or elimination of costs to efficiently operate and maintain the combined sewage treatment facilities.

Budget Categories

Administration and Supervision - Salary of Plant Superintendent.

Office/Clerical - Clerical wages, printing, postage, etc., for correspondence, purchasing, payrolls, etc.

Labor - Wages of plant operations and employees.

Personnel Services - Cost of Workmen's Compensation Insurance, Social Security, pensions, medical/hospitalization premiums, uniforms, and other employee fringe benefits.

Consultants and Engineering - Consulting fees for operation and maintenance audits, etc.

Plant Insurance - Fire, liability and general comprehensive policies.

Conferences and Training - Professional training, conventions and conferences attended by employees.

Telephone - Plant telephone expenses.

Plant Maintenance Materials - Routine material purchases.

Plant Maintenance Labor - Outside labor costs for routine maintenance repairs.

Chemicals - Chemicals to treat wastes and process sludge.

Utilities - Gas, oil, electric and water costs.

Labor and Meter Supplies - Lab operational costs, meter charts, etc.

Equipment - Truck costs, lawn mowers, tools.

Administration - 10% of the sewage disposal budget to cover management, legal and overhead costs.

Contingency - An account to cover unusual and unforeseen expenditures required to continue normal operations.

STATE OF RHODE ISLAND

Kent, S.C.

In *West Warwick*, on the *28th* day of *November* 1983 before me personally appeared GEORGE J. MCKANNA, Council President, for the TOWN of WEST WARWICK to me known and known by me to be the party executing the foregoing instrument, and he acknowledged said instrument, by him executed, to be his free act and deed, and the free act and deed of the TOWN of WEST WARWICK.

Anna C. Quapts
Notary Public

STATE OF RHODE ISLAND

Kent, S.C.

In *West Warwick*, on the *28th* day of *November*, 1983 before me personally appeared HAROLD L. TRAFFORD, JR., Council President for the TOWN of COVENTRY, to me known and known by me to be the party executing the foregoing instrument, and he/she acknowledged said instrument, by him/her executed, to be his/her free act and deed, and the free act and deed of the TOWN of COVENTRY.

H. Vol. Rogers, Jr.
Notary Public