

Appendix E

Inter Municipal Agreement (IMA)



INTERMUNICIPAL AGREEMENT

LEBANON, NEW HAMPSHIRE

HANOVER, NEW HAMPSHIRE

PREPARED DATE:

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1.0 INTRODUCTION

THIS AGREEMENT, made and entered into the 9th day of October, 2012, by and between the City of Lebanon, New Hampshire, a municipal corporation in the State of New Hampshire, hereinafter referred to as "Lebanon," by its City Council, duly authorized and the Town of Hanover, also a municipal corporation in the State of New Hampshire, hereinafter referred to as "Hanover," by its Board of Selectmen, duly authorized (hereinafter jointly referred to as the "Parties"), for the purpose of providing wastewater treatment service to Lebanon through Hanover's wastewater treatment system, for the mutual benefit of Lebanon and Hanover, thereby serving the public health and welfare of the people of the State of New Hampshire and enhancing the water quality of the Connecticut river and its tributaries.

Furthermore, noted that this agreement, in force as of the date stated prior, shall supersede all prior written agreements between Lebanon and Hanover in regards to this service. Including, but not limited to, the agreement dated and signed September 2, 1969

WITNESSETH, WHEREAS:

- Hanover, through its Public Works Department, owns, operates, and maintains a wastewater conveyance system and treatment facility, hereinafter known as the "Hanover system," off South Main Street in Hanover, adjacent to the Connecticut River;
- Lebanon, through its Public Works Department, owns, operates, and maintains a wastewater conveyance system on Route 10 and Route 120, hereinafter known as the "Lebanon system";
- It is deemed in the best interest of the Parties that Lebanon obtain wastewater treatment services through the Hanover system;
- Hanover has agreed to negotiate with Lebanon to receive, treat, and dispose of wastewater from a specified Lebanon Service Area through Hanover's system, in accordance with Federal and State agencies;
- Hanover, through its Town Manager and Board of Selectmen, is authorized to negotiate and execute an agreement with Lebanon, as authorized by RSA 53-A, under which Hanover will provide wastewater service to Lebanon; and
- Lebanon, through its City Manager and its City Council, is authorized to negotiate and execute an agreement with Hanover, as authorized by RSA 53-A, under which Hanover will provide wastewater service to Lebanon.

Now, THEREFORE, in consideration of the mutual undertakings, promises, benefits, and agreements herein contained, Lebanon and Hanover agree as follows:

2.0 OBLIGATIONS OF THE PARTIES

2.1 HANOVER TO PROVIDE WASTEWATER SERVICE

Hanover agrees to provide wastewater service to Lebanon, subject to the conditions hereinafter provided. Hanover shall accept into Hanover's system, and shall treat and discharge to the Connecticut River, all wastewater received from the specified Lebanon Service Area (Appendix A), in accordance with municipal, state, and federal regulations. The Hanover Public Works Department shall possess exclusive jurisdiction and control over Hanover's system and shall be responsible to local, state, and federal authorities having jurisdiction over said facilities. No significant modifications to the Hanover system that may impact Lebanon's user charges or responsibilities will be implemented without notice to Lebanon of not less than thirty (30) days.

2.2 HANOVER FACILITIES

Hanover shall provide all such wastewater facilities as are required to perform its obligations under the terms of this Agreement. Hanover shall be responsible for land acquisition and for the design, construction, maintenance, repair and operation of all wastewater facilities within the geographic area of Hanover. Hanover presently possesses facilities for conveying and treating wastewater from Lebanon, described as follows:

- a. A secondary Wastewater Reclamation Facility (WRF) with a capacity of 2.3 million gallons per day (MGD) (based on a yearly average) based on a strength of 194 mg/l BOD (biological oxygen demand) and 174 mg/l of TSS (total suspended solids); and
- b. Sewer interceptors extending from the WRF to the Lebanon boundary line as show in Appendix B.

2.3 LEBANON SYSTEM

Lebanon shall provide such wastewater facilities as are required to collect and deliver Lebanon's wastewater to the points of interception with Hanover's system. Lebanon's present Service Area is depicted in Appendix A. Lebanon shall be responsible for land acquisition and for the design, construction, maintenance, repair and operation of all wastewater facilities within the geographic area of Lebanon that is to be serviced by this Agreement.

Lebanon shall own and maintain, at its sole expense, interceptors, pumping stations, and force mains to convey its wastewater through sewer mains to the points of connection with Hanover's system as depicted in Appendix B.

Lebanon is entitled to construct sewerage facilities within Lebanon to connect with future planned sewerage facilities, subject to the flow limitations of this Agreement.

2.4 JURISDICTION

Upon mutual agreement of the Parties, the jurisdiction provided in Sections 2.2 and 2.3 hereof may be modified on the basis of economic or engineering feasibility.

2.5 SEWER CONSTRUCTION

The wastewater flow and loading limitations of this agreement are established to ensure that the size and capacity of the Hanover system will be and remain sufficient to serve the contemplated needs of both Hanover and Lebanon. After signing this Agreement and during its term, Lebanon shall reasonably provide notification of not more than thirty (30) days to the Hanover Director of Public Works of proposed sewer construction and connections to Lebanon's system, so that the Hanover Director of Public Works will be able to coordinate the operation and maintenance of the Hanover system with the development of the Lebanon system.

Lebanon shall submit all proposed sewer construction and connections (NHDES, Application for Sewer Connection Permit) as required by the New Hampshire Department of Environmental Services (NHDES) for review and approval. Copies of all such submittals and subsequent approvals by the NHDES shall be sent to the Hanover Director of Public Works.

2.6 LAWS AND ORDINANCES

Lebanon, within its jurisdiction, shall comply with, and strictly enforce, all federal, state, and local laws, ordinances, rules, regulations, by-laws, permits, and agreements relating to water pollution control in the Lebanon Service Area, and to permitted wastewater characteristics, collection, treatment, and disposal methods, as they apply to Lebanon's system and to Hanover's system. Lebanon shall be liable to Hanover for any damage caused to the Hanover system resulting from the violation of any such law, ordinance, rule, regulation, by-law, permit, or breach of this agreement by Lebanon or any of its users.

Hanover shall comply with, and strictly enforce, all federal, state, and local laws, ordinances, rules, regulations, by-laws, permits, and agreements relating to water pollution control in Hanover, and to permitted wastewater characteristics, collection, treatment, and disposal methods, as they apply to Hanover's System. Hanover shall be liable to Lebanon for any

damage caused to Lebanon's system resulting from a violation of any such law, ordinance, rule, regulation, by-law, permit, or breach of this Agreement by Hanover or any of its users.

Lebanon shall adopt, and from time to time revise, a Sewer Use Ordinance, local limits, and an Industrial Pretreatment Program. Hanover shall provide Lebanon with a notice of any proposed revisions to the Hanover Sewer Use Ordinance and a copy of the proposed and final revisions that affect the flow and loadings allocated to Lebanon. Revisions that affect the limits and/or allocations contained in this Agreement shall be incorporated as an amendment to this Agreement. If necessary, Lebanon shall, within a reasonable time not to exceed 120 days, amend its Code as needed to comply with this Agreement.

2.7 LIABILITY INSURANCE

Lebanon shall defend, indemnify and hold harmless Hanover, and its officials and employees, from and against any and all Losses incurred by Hanover arising out of or relating to Lebanon's alleged negligence or breach of its obligations or warranties set forth in this Agreement, in whole or in part, except to the extent such Losses are caused by negligent acts or omissions of Hanover.

Lebanon shall procure and maintain during the term of this Agreement such public liability and property damage insurance, as shall protect the Parties from claims for damages, for personal injury, including accidental death, and for property damage, which may arise from operations by Lebanon under this Agreement, or by its agents, servants, employees or licensees. Lebanon shall, at its sole expense, obtain and maintain in force, or shall require its subcontractors performing work on behalf of Lebanon to obtain, insurance as described below:

- a. General Liability – minimum of \$5,000,000
- b. Automobile Liability – minimum of \$5,000,000
- c. Workers Compensation – to the New Hampshire statutory level and \$2,000,000 for each accident

Town of Hanover shall be named as an "Additional Insured" and "Certificate Holder" on a Certificate of Insurance (that references this Intermunicipal Wastewater Agreement) issued by the insurance carrier for Lebanon. This Certificate of Insurance shall be provided to Hanover to accompany this Agreement.

Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of any governmental immunity (such as municipal, state or federal) from which such protections are hereby reserved to each respective governmental entity liability provided by law, and subject to the provisions of RSA 507-B, or any other law defining the scope of municipal liability in tort.

Lebanon must provide to Hanover written notice of any cancellation of coverage noted in this article of this agreement at least thirty (30) days prior to such cancellation.

2.8 PERFORMANCE

No failure or delay in performance of this 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 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 party claiming suspension, provided that no cause or contingency shall relieve Lebanon of its obligation to make payment for wastewater entering the Hanover system, and provided further, that the Hanover Public Works Department shall assume full responsibility for maintaining service in the absence of the above happening, and to maintain standards of treatment as established by the NHDES and the EPA.

2.9 TEMPORARY DISCONTINUANCE

Proper operation of the system may require that the Hanover Public Works Department temporarily discontinue all or part of the service to Lebanon. A minimum of twenty-four (24) hour notice of such discontinuance shall be given to Lebanon unless an emergency disruption occurs. Any claim for damages for such temporary discontinuance, which is not mutually resolved between Lebanon and Hanover, shall be subject to the dispute resolution clause in Section 2.12 of this Agreement.

2.10 TERM OF AGREEMENT: RENEWAL

The term of this Agreement shall be ten (10) years from the date hereof. The Agreement shall be automatically renewed for successive periods of five (5) years, after the expiration of the initial 10-year agreement. At any time either party may elect to terminate this Agreement by written notice to the other with five (5) years notice.

Upon written notice, this agreement may be modified to incorporate new or revised federal, state, or local standards or requirements or to address any significant alterations or changes not specified.

Lebanon shall contract with a firm specializing in wastewater engineering to perform a wastewater feasibility study, which study shall be completed by December 31, 2013. This study shall outline the requirements should a termination of this agreement be necessary or should conditions occur which would prevent Hanover from continuing to receive flow from one or more of Lebanon's connections. The elements to be evaluated shall include regulatory requirements, permitting, treatability, costs, and time to implement infrastructure changes and any other elements or considerations identified to remove Lebanon's flow from

the Hanover system. Upon completion of the initial feasibility study, Lebanon shall complete an updated study one year prior to each five year renewal term and shall provide a certification statement certifying that it can meet the steps identified to remove Lebanon's flow from the Hanover system.

2.11 ENFORCEMENT OF AGREEMENT

In the event that either Party fails to comply with the terms or conditions of this Agreement, Hanover or Lebanon shall give notice of said failure of compliance and Hanover or Lebanon shall immediately and diligently proceed to cure the default. If Hanover or Lebanon fails to respond with corrective methods or procedures to cure the default for 30 days after said notice, Hanover or Lebanon may proceed against Hanover or Lebanon at law or in equity to enforce all provisions of the Agreement.

2.12 DISPUTES

All claims, questions and disputes between Lebanon and Hanover arising out of, or in relation to the interpretation, application, enforcement, or implementation of this Agreement shall be subject to non-binding mediation. Either party may demand mediation by serving a written notice stating the essential nature of the dispute, the actions, amount of time, or money claimed, and requiring that the matter be mediated within sixty (60) days of serving notice. The mediation shall be administered by a person or organization that the parties agree upon. In the absence of a mutually agreeable mediator, the dispute will be mediated by the American Arbitration Association in accordance with their most recent Commercial Arbitration Rules. No action or suit may be commenced unless the mediation occurred but did not resolve the dispute, or a statute of limitation would elapse if suit were not filed prior to sixty (60) days after service notice.

3.0 WASTEWATER CONTROLS / MANAGEMENT

3.1 LIMITATIONS ON FLOW AND STRENGTH CHARACTERISTICS

The net wastewater flow, BOD, and TSS from within the Lebanon Service Area, through the monitoring devices outlined in Section 4.2, into Hanover's system shall be subject to the following daily limitations:

Peak Daily Flow: Gile Tract Watershed, MGD Route 10, MGD	0.90 0.187
Total, MGD	1.087
Average Daily Flow, MGD (1)	0.65

Daily Average 5-Day BOD, lbs/day (1)	1,050
Daily Average TSS, lbs/day (1)	945

(1) Average daily values shall be based on quarterly average metered flow and strength and reported as specified per section 4.11
 (2) The maximum BOD and TSS lbs/day loadings are based on an Average Daily Flow of 650,000 gpd.

In the event that Lebanon's discharge exceeds 80 percent of the Biochemical Oxygen Demand (BOD) or Total Suspended Solid (TSS) loading levels of this Agreement or exceeds flow rates for any continuous 90-day period, Lebanon shall initiate the following actions:

- a. Perform repeat sampling and analyses for BOD and TSS to verify compliance status with this agreement and negotiate an increase in the limiting quantities of this Agreement and conditions by which the increase will be accepted, if Hanover determines that there exists sufficient capacity in the Hanover system for handling and treating the wastewater flows and loadings; or
- b. Reduce flow, BOD, or TSS or divert excess flow, BOD, or TSS to another facility, if Hanover determines that the Hanover system does not possess sufficient capacity for handling and treating the excess flows or loadings and an acceptable resolution is not reached. Hanover and Lebanon will agree on an appropriate timeframe for such reduction or diversion of flow, based on the specific circumstances.

3.2 LIMITATIONS ON POLLUTANTS

Hanover has enacted an Industrial Pretreatment Program and Municipal Sewer Use Ordinance which limits the discharge of certain pollutants into its system. The Hanover Municipal Sewer Use Ordinance and local pollutant limits may be revised from time to time to reflect changes in the environmental criteria on which the Ordinance is based. Limits shall apply at the points of connection between the Lebanon system and the Hanover system (Appendix B).

Lebanon shall enact limitations that ensure that pollutant loadings allocated to Lebanon are not exceeded. Allocated pollutant loading documentation for Metals and Cyanide are maintained in Appendix C of this Agreement.

In the event that Lebanon's discharge exceeds 80 percent of the allocated loadings for metals and cyanide contained in Appendix C of this Agreement, Lebanon shall initiate the following actions:

- a. Perform repeat sampling and analyses of the pollutants exceeding 80 percent of the allocated values to verify compliance status with this agreement.

- b. Should repeat analyses verify that 80 percent of the allocated loadings are being exceeded, additional or new sources for that pollutant are not permitted.

3.3 DEFECTIVE SYSTEM

The proper maintenance of systems is required to assure that the limitations outlined in Section 4.0 are not exceeded. If any of Lebanon's system is found to be in defective condition, and such condition adversely affects the operation of the Hanover system, or causes Lebanon to exceed the limitations set forth in this section, then Lebanon shall correct such defective condition within 120 days or a mutually agreed up time.

3.4 INDUSTRIAL DISCHARGE PROGRAM / PERMITS

Lebanon shall adopt a Sewer Use Ordinance as specified by state and federal guidelines which is as stringent as the Hanover Municipal Sewer Use Ordinance. Lebanon shall also administer an Industrial Pretreatment Program (IPP) for its commercial and industrial users tributary to Hanover. IPP implementation activities by Lebanon include Industrial Discharge Permit (IDP) issuance, inspection, sampling, and enforcement. Lebanon shall adopt an IPP as required to meet the concentration and loading limitations contained within this Agreement.

New or increased Industrial User (IU) discharges from Lebanon are subject to prior review by Hanover. To implement this review process, Lebanon shall forward to Hanover a copy of the Indirect Discharge Request (IDR) submittal and supporting documentation. Subsequent to review of the materials forwarded by Lebanon, Hanover may consider several actions including:

- a. Requesting supplemental material, such as draft Industrial Wastewater Discharge Permits;
- b. Rejecting the discharge; or providing conditional approval of the proposed discharge.

Upon review and approval of the IDR by Hanover, a "Host Community Acknowledgement" form will be submitted by Hanover to the NHDES Water Division. In accordance with NHDES procedures, the IDR submittal will not be reviewed until the completed acknowledgement is received.

Subsequent to IDR approval, Lebanon may issue and IDP to the IU. Industrial Discharge Permitting shall contain Pollutant Limitations which, along with other contributing IU's, will not cause the loading allocations granted to Lebanon to be exceeded. If Lebanon enforces a more stringent collection system screening level, the more strict Party level shall be enforced.

 No IU shall be permitted to discharge to the Lebanon system that is tributary to the Hanover System without first obtaining the required IDP. No such permit shall be issued by Lebanon until it determines from the application and from its own investigation that the applicant and

the wastewater discharge of the applicant will comply with the requirements of all federal, state and local laws, ordinances, rules and regulations.

Copies of all new IDP's shall be forwarded to Hanover. All IDP applications and monitoring records shall be maintained as a part of the records of Lebanon's system and made available to Hanover upon request.

Relative to industrial wastewater flow directed to Hanover, both Lebanon and Hanover officials are hereby deemed the agents and representatives of Lebanon for the purpose of undertaking compliance and enforcement actions, including civil, criminal, and equitable court proceedings. Hanover officials may undertake such action only after Lebanon has failed to take such action after reasonable notice by Hanover. Thirty (30) days notice shall be considered reasonable in all cases except, in case of emergency, a lesser period of time shall be reasonable as warranted by the circumstances. All expenses associated with such Hanover intervention shall be the responsibility of Lebanon.

3.5 INSPECTION OF FACILITIES / RECORDS

Hanover shall, upon notice to Lebanon, have the right to inspect all sewers, drains and wastewater facilities in Lebanon which contribute flow to the Hanover system. In an emergency situation, Hanover shall notify Lebanon Dispatch Center of the need to inspect the relevant facilities in Lebanon prior to accessing said facilities. It will be incumbent on the staff of Lebanon Dispatch to notify the relevant Lebanon staff in the event Hanover must gain emergency access to the Lebanon system. Hanover may inspect all engineering records of Lebanon wastewater facilities and drainage systems which contribute flow to the Hanover system upon five (5) days notice during ordinary business hours. Lebanon shall provide to Hanover, copies of all applicable requirements under Capacity, Management, Operation and Maintenance (CMOM) requirements on an annual basis for facilities and conveyance systems from Lebanon into the Hanover system.

3.6 SEPTAGE WASTES

No septage of any kind, whether it is treated or untreated, shall be discharged into the Lebanon system which is tributary to Hanover's system.

3.7 MONITORING REQUIREMENTS AND DEVICES

Sampling and measurements as required herein shall be representative of the volume and nature of the monitored discharge. All samples shall be collected at the monitoring points specified in this Agreement and represented on the Lebanon Connections Map, Appendix B. Monitoring points shall not be changed without notification to and approval from Hanover. From the period beginning on the effective date of this agreement, Lebanon shall collect and analyze representative samples not less frequently than indicated in the table below.

Lebanon shall provide flow metering and pollutant monitoring to measure and record flows and monitor pollutants from Lebanon to Hanover at the points of interception for the Centerra, DHMC and Sachem Village connections to the Hanover system as depicted in Appendix B. Flow monitoring shall be continuous with data recording at a minimum of 15 minute increments and shall be accessible 24 hours per day by both Hanover and Lebanon. Flow monitoring devices shall be calibrated at a minimum annually by a certified third party. Pollutant monitoring shall be as per Section 3.7. All the cost of the devices and all related monitoring which measures or monitors the discharge from Lebanon into Hanover shall be borne by Lebanon.

PARAMETER ⁽⁴⁾	SAMPLE TYPE / LOCATION / FREQUENCY ⁽¹⁾	DATE(S) REPORTS DUE ⁽³⁾
DISCHARGE POINTS: ONE ON MEDICAL CENTER DRIVE AND ONE ON ROUTE 120, AS SHOWN IN APPENDIX B MONITORING MANHOLES #1 AND #2		
Aluminum, arsenic, cadmium, chromium, copper, cyanide (grab), iron, lead, manganese, mercury, molybdenum, nickel, selenium, silver, zinc.	Time composite 1 x year (JAN – DEC) ⁽²⁾	January 15th ⁽³⁾ (and as required by Section 4.1.1 of this Agreement)
Biochemical Oxygen Demand (BOD), Total Suspended Solids (TSS),	Time composite 2 x year (JAN – DEC) ⁽²⁾	July 15th, January 15th ⁽³⁾ (and as required by Section 4.1.1 of this Agreement)
Flow	Quarterly meter readings of all incoming water meters, Report quarterly average flows (GPD) for each quarter during the reporting period. (JAN – JUN and JUL – DEC)	July 15th, January 15th ⁽³⁾ (and as required by Section 4.1.1 of this Agreement)
Flow	Daily meter readings from wastewater flow meters. (JAN – JUN and JUL – DEC)	July 15th, January 15th ⁽³⁾ (and as required by Section 4.1.1 of this Agreement)
DISCHARGE POINT: BOUNDARY LINE FROM DUNSTER DRIVE AND WYETH ROAD (SACHEM), AS SHOWN IN APPENDIX B MONITORING MANHOLE #3		

PARAMETER ⁽⁴⁾	SAMPLE TYPE / LOCATION / FREQUENCY ⁽¹⁾	DATE(S) REPORTS DUE ⁽³⁾
Aluminum, arsenic, cadmium, chromium, copper, cyanide (grab), iron, lead, manganese, mercury, molybdenum, nickel, selenium, silver, zinc.	Time composite 1 x year (JAN – DEC) ⁽²⁾	January 15th ⁽³⁾ (and as required by Section 4.1.1 of this Agreement)
Biochemical Oxygen Demand (BOD), Total Suspended Solids (TSS),	Time composite 2 x year (JAN – DEC) ⁽²⁾	July 15th, January 15th ⁽³⁾ (and as required by Section 4.1.1 of this Agreement)
Flow	Quarterly meter readings ⁽⁴⁾ of all incoming water meters, Report quarterly average flows (GPD) for each quarter during the reporting period. (JAN – JUN and JUL – DEC)	July 15th, January 15th ⁽³⁾ (and as required by Section 4.1.1 of this Agreement)
Flow	Daily meter readings from wastewater flow meters. (JAN – JUN and JUL – DEC)	July 15th, January 15th ⁽³⁾ (and as required by Section 4.1.1 of this Agreement)

NOTES:

- (1) If Lebanon monitors any pollutant more frequently than required by this agreement, using test procedures prescribed in 40 CFR Part 136 or amendments thereto, the results of such monitoring shall be submitted to Hanover within 7 days after receipt of analytical results.
- (2) Flow-proportional or time composite samples shall be set up to collect a minimum of 24 samples over the duration of a normal day.
- (3) The January reports shall cover the prior 12-month period (January – December)
- (4) Samples are required to be analyzed by a State-certified analytical laboratory. Copies of analytical laboratory reports must be submitted with all compliance reports.

3.8 REPORTING REQUIREMENTS

In addition to the reporting requirements contained in 3.7 above, Lebanon shall submit a revised user inventory spreadsheet for users in the Lebanon Service Area annually. The spreadsheet should indicate if the user is residential, commercial, or industrial, and the permitting status of the user if commercial or industrial.

3.8.1 Reporting of Emergencies

Immediate notification by Lebanon is required upon the discovery of an accidental or intentional discharge of substances prohibited by the Hanover Sewer Use Ordinance or by this Agreement. Immediate emergency reporting shall be required for any slug loads or spills having potential to adversely impact the Hanover system. Emergency notification shall be directed to the following unless otherwise noted in a specific section:

During normal business hours which are 7:00 a.m. to 3:30 p.m., Monday through Friday, excluding Town holidays, for emergency notification, including illicit discharge, call 643-2362.

At all other times, notify: On-Call Operator through the Hanover Dispatch Center at 643-2222.

3.8.2 Written Reporting

All written reports required by this Agreement shall be submitted to the Wastewater Superintendent and the Director of Public Works at the following address: PO Box 483, Hanover, NH 03755.

4.0 COSTS AND CHARGES

4.1 LEBANON TO PAY FOR SERVICE

In consideration of the wastewater service to be provided by Hanover under the provisions of this Agreement, Lebanon agrees to pay all charges as described within this section of this Agreement.

Lebanon shall be responsible for all costs of maintenance, operation and repair of the sanitary sewer system within Lebanon.

4.1.1 Billings

For billing purposes, Hanover has established a Rate & Fee Schedule for all customers. This schedule is reviewed and revised as necessary on an annual basis. The current Rate & Fee Schedule is available on Hanover's website or from the Hanover Administrative Services Department. For the purposes of this Intermunicipal Wastewater Agreement, the sole Hanover customer for properties within the city of Lebanon discharging to Hanover facilities shall be the City of

Lebanon. Lebanon shall be ultimately responsible for all billed amounts incurred by it or by any of the discharging properties within its city limits.

On a quarterly basis, Lebanon shall submit to the Hanover Administrative Services Department and a copy to the Hanover Public Works Department, the total water meter readings for all accounts, numbers of accounts, meter sizes, and flow and strength category for each account and any sampling results from all sampling points required by Hanover in Table 3.7 during that quarter. This information will be delivered to Hanover no later than 10 working days after Lebanon's quarterly utility billing date to its customers. Hanover shall generate a single quarterly usage bill to the City of Lebanon based upon this information, which will include all Lebanon connections discharging to the system.

Within thirty (30) days of the billing date on the quarterly Hanover bill to Lebanon, Lebanon shall make a quarterly payment to Hanover based upon the above requirements. Late payments shall be charged interest at twelve (12) percent per annum. Said payment shall be mailed to the Hanover Administrative Services Department, PO Box 483, Hanover, New Hampshire 03755.

Annually Hanover shall determine if a surcharge is applicable for the previous annual period as provided in Section 4.2. If not paid within thirty (30) days of the billing date or if no formal letter of protest of such surcharge is received, Lebanon shall be in default and shall pay a twelve (12) percent per annum interest charge on periodic billings.

4.2 RECORDS INSPECTION

Lebanon may inspect, review, and copy any and all records maintained by Hanover that relate to costs, rates, or charges under this Agreement. Independent certified public accountants may act on behalf of Lebanon and at Lebanon's expense.

Hanover may inspect, review, and copy any and all records maintained by Lebanon that relate to costs, rates, or charges under this Agreement. Independent certified public accountants may act on behalf of Hanover and at Hanover's expense.

4.3 FLOW RECORDS AND TESTING REQUIREMENTS

Lebanon shall provide water meter records for all services connected to the collection system in the service area outlined in this agreement and in accordance with the timeframe specified in Section 3.7. Lebanon shall maintain a meter testing program meeting or exceeding the requirements of American Water Works Association C700.

5.0 ADMINISTRATION

5.1 JOINT MEETINGS

On a mutually selected day during June and another mutually selected day during December of each year, regular joint meetings of Lebanon and Hanover shall be held at the offices of the Hanover Department of Public Works at 194 Lebanon Street in Hanover. Special joint meetings may be called by the Hanover Director of Public Works on his/her own motion and shall be called by the Lebanon Director of Public Works or his designee on request of Lebanon. The Hanover Director of Public Works shall represent Hanover and shall preside over said meetings. The Lebanon Director of Public Works or his/her designee shall represent Lebanon at said meetings. The Hanover Director of Public works shall give fifteen (15) days written notice of all regular and special meetings. He/she shall cause to be made, kept and distributed to Lebanon a record of the minutes of each meeting.

Hanover shall review with Lebanon, at each semi-annual meeting, all items relating to operation and maintenance of the system. Other issues which may be addressed include; renewal of the Agreement, anticipated improvements, monitoring issues, industrial pretreatment, operational changes and other related issues.

6.0 UNIFORM PROVISIONS

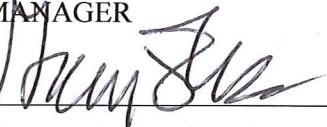
The Parties hereto believe they have fairly negotiated an Agreement which allocates the benefits and costs of their respective water pollution abatement programs on an equitable basis. Hanover agrees that it will not grant more favorable terms and/or conditions to any other municipality than are contained in this Agreement.

IN WITNESS WHEREOF, the Parties to this Agreement have caused this instrument to be signed in sextuplicate the day and year first above written.

CITY OF LEBANON BY ITS

CITY MANAGER

BY:



DATE: 10/10/2012

TITLE:

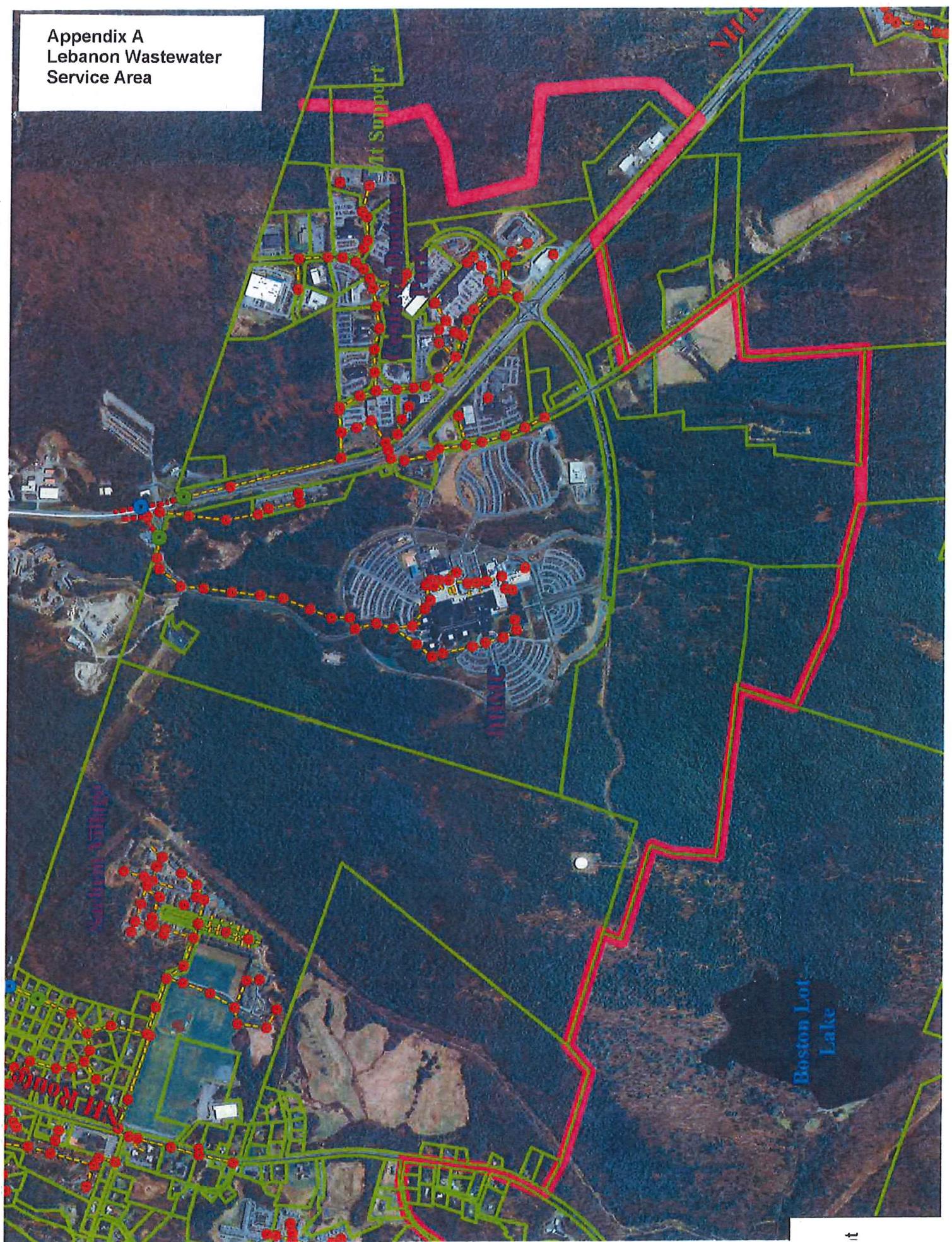
City Manager

TOWN OF HANOVER BY ITS
TOWN MANAGER

BY: John N. Giff DATE: 10/9/12
TITLE: Town Manager

APPENDIX A
LEBANON WASTEWATER SEVICE AREA

Appendix A
Lebanon Wastewater
Service Area



APPENDIX B
LEBANON POINTS OF CONNECTION MAPS

APPENDIX C
SATELLITE COMMUNITY ALLOCATED LOADINGS
AND INDUSTRIAL USER SCREENING LEVELS

Allocated Loadings for Metals and Cyanide

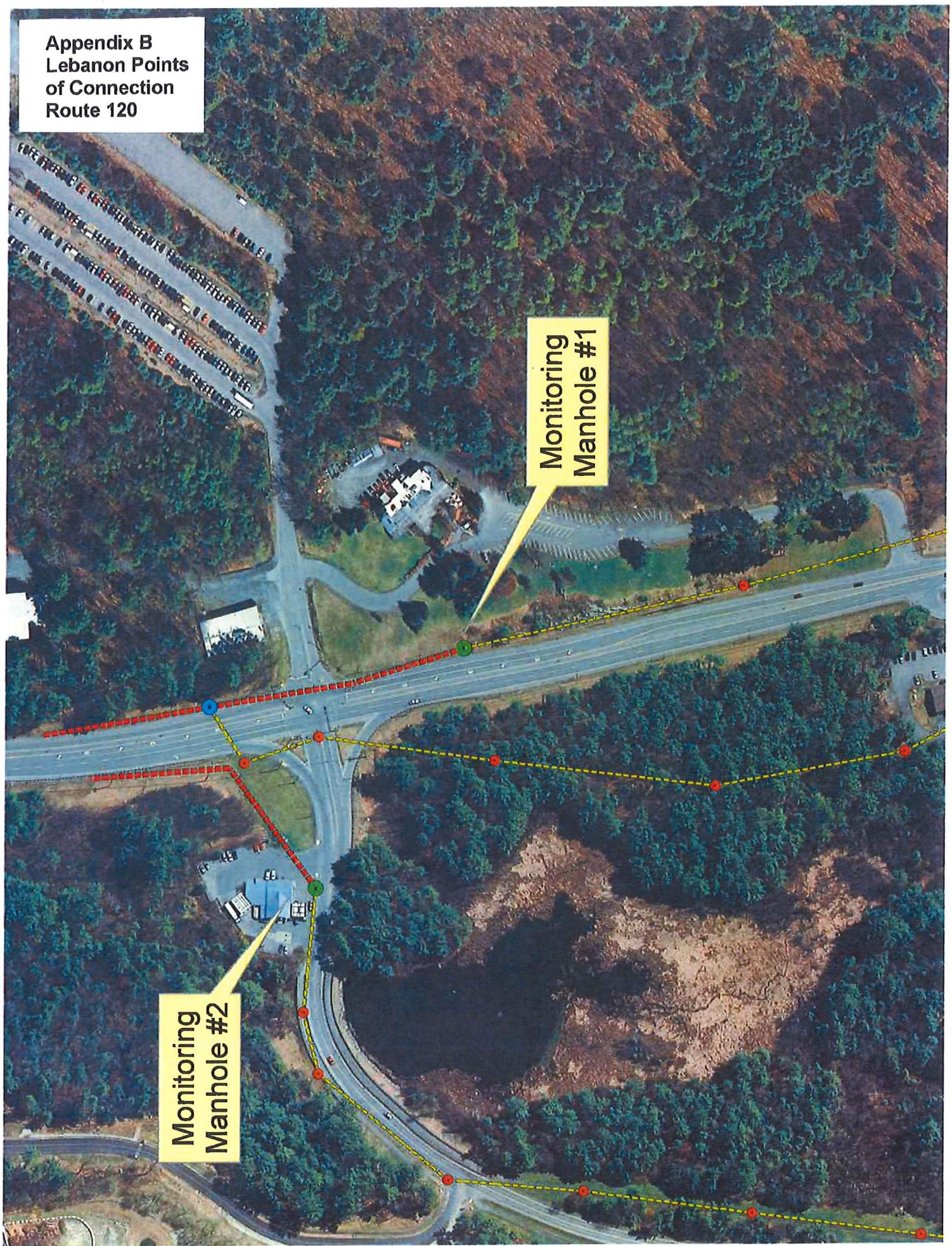
POLLUTANT	SATELLITE COMMUNITY TOTAL ALLOCATED LOADINGS (lb/day)	POLLUTANT	SATELLITE COMMUNITY TOTAL ALLOCATED LOADINGS (lb/day)
Aluminum	100.5	Lead	0.326
Arsenic	0.021	Manganese	5.589
Cadmium	0.014	Mercury	0.011
Chromium (III)	0.451	Molybdenum	0.041
Chromium (VI)	0.451	Nickel	0.246
Copper	1.119	Selenium	0.034
Cyanide (T)	0.073	Silver	0.046
Iron	33.794	Zinc	2.350

Appendix C – Continued on next page

Appendix B
Lebanon Points
of Connection
Route 10



Appendix B
Lebanon Points
of Connection
Route 120



APPENDIX C- Continued
SATELLITE COMMUNITY ALLOCATED LOADINGS
AND INDUSTRIAL USER SCREENING LEVELS

Industrial User Screening Levels

POLLUTANT	mg/l	POLLUTANT	mg/l
Acetone	372	Methyl isobutyl ketone (MIBK)	36
Benzene	0.001	Methyl tert-butyl ether (MTBE)	5.5
Benzidine	0.009	Methylene chloride	1.0
		Oil & Grease	
Benzo(a)anthracene	0.009	(animal and vegetable origin)	250
Benzo(a)pyrene	0.009	Oil & Grease (petroleum origin)	100
bis-2-Ethylhexyl phthalate	0.399	Phenol	50
Carbon disulfide	0.007	Phenols (total)	1.0
Chloride	1,500	Sulfate	500
Chlorine (Total Residual)	6.0	Sulfide	1.0
Chloroform	0.065	Sulfite	280
p-Cresol (4-methylphenol)	0.134	Tetrachloroethylene (PCE)	0.23
1,2-Dichloropropane	3.0	Tetrahydrofuran	205
Di-isobutylketone (DIBK)	8.0	Toluene	0.69
Ethylbenzene	1.35	1,1,1-Trichloroethane (TCA)	2.7
Formaldehyde	1.47	Trichloroethene	0.32
Isophorone	0.009	Vinyl chloride	0.0023
Isopropyl alcohol	1,488	Xylenes	1.4
Methyl ethyl ketone (MEK)	160	pH (SU's)	5.5-11

