APPENDIX A

INTERMUNICIPAL AGREEMENT BETWEEN TOWN OF OXFORD AND TOWN OF AUBURN

AGREEMENT BETWEEN THE

TOWN OF OXFORD AND THE TOWN OF AUBURN

FOR THE TREATMENT AND DISPOSAL OF WASTEWATER AND SEWERAGE

This Agreement is made and entered into as of this 1st day of July, ~~1999,~~ 2000 by and between the TOWN OF OXFORD, Massachusetts (hereinafter referred to as "OXFORD"); a municipal corporation organized under the laws of the Commonwealth of Massachusetts, acting by and through its Board of Selectmen and authorized by Town Meeting; and the TOWN OF AUBURN, Massachusetts (hereinafter referred to as "AUBURN"); a municipal corporation organized under the laws of the Commonwealth of Massachusetts, acting by and through its Board of Sewer Commissioners and authorized by Town Meeting.

WITNESSETH THAT:

WHEREAS, AUBURN and OXFORD deem it to be economical and in the public interest to enter into an agreement whereby AUBURN will receive, treat, and dispose of OXFORD's domestic, commercial, and industrial wastewater, sludge, and sewerage through AUBURN's wastewater works and wastewater treatment facilities; and

WHEREAS, AUBURN and OXFORD have appropriated funds to proceed with the agreement details discussed herein; and

WHEREAS, AUBURN has agreed to issue to OXFORD a permit to connect with AUBURN's sewerage system; and

WHEREAS, OXFORD has requested AUBURN to assist it in the conveyance of sanitary sewage through the AUBURN sewer system to the Upper Blackstone Water Pollution Abatement District (hereinafter referred to as "the District") WWTF; and

WHEREAS, OXFORD has requested the District to accept said wastewater and sewerage conveyed through AUBURN's sewerage system to the District WWTF; and

WHEREAS, the District, under the provisions of Chapter 752, of the Acts of 1968, as amended, is authorized to consider and undertake solution to regional sewage problems; and

WHEREAS, AUBURN and OXFORD are authorized by Chapter 40, Section 4A to enter into Intermunicipal agreements for the provision of municipal services and said agreements are exempted from the operation of Chapter 30B of the General Laws.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration the receipt of which is hereby acknowledged, the parties hereto covenant and agree as follows:

1.0 Treatment, Control, and Characteristics of Wastewater Discharge

1.1 AUBURN shall receive and dispose of OXFORD's wastewater and sewerage in accordance with the phased sequence described in Attachment A and all existing or future laws, regulations, ordinances, water quality standards, orders and decrees of any governmental authority having jurisdiction over the treatment and disposal of said wastewater and sewerage and subject to any implementations schedule issued therefore by any such governmental authority except as otherwise provided in this Agreement.

1.2 The parties agree that the purpose and intent of this Agreement is to provide for the disposal of wastewater and sewerage from the area designated in Attachment C.

1.3 OXFORD will not discharge into the AUBURN sewer system wastewater which are not amenable to treatment or reduction by the sewage treatment processes employed, or which are amenable to the treatment only to such degree that the sewage treatment plant cannot meet the requirements of a state and/or federal agency having jurisdiction over the discharge of wastewater.

1.4 AUBURN, or its authorized agent, will have the right to inspect all industrial wastewater, other than domestic wastewater, which is discharged into the sewer system in OXFORD.

1.5 OXFORD will not discharge into the sewer system in AUBURN wastewater which are specifically prohibited under AUBURN's sewer use ordinances and/or regulations which regulations are incorporated herein by this reference, except as provided for otherwise in this Agreement.

1.6 OXFORD agrees to comply with AUBURN's sewer regulations. In the event that AUBURN changes it sewer regulations for reasonable cause or in order to comply with new state and/or federal requirements, OXFORD shall be given a reasonable time to comply with any new or revised requirement contained therein. Oxford shall be given advance notice in writing of any such proposed changes.

1.7 All measurements of volume and characteristics of OXFORD's wastewater shall be made at a sampling/metering station to be constructed as hereinafter provided in this Agreement.

2.0 Term of Agreement

2.1 It is understood and agreed that this Agreement shall be in effect for a period of five (5) years, commencing with the date of execution of the Agreement. It is further understood and agreed that renegotiations shall commence six (6) months prior to the expiration of said five-year period. At that time, OXFORD shall submit to AUBURN a proposed new Agreement. OXFORD and AUBURN agree to actively negotiate the provisions of the new Agreement until the new Agreement has been executed; and in the event that a new Agreement has not been executed after three (3) months of negotiation, OXFORD and AUBURN agree to submit the matter to arbitration in accordance with the applicable rules of the American Arbitration Association. In such event, each part shall pay its own share of any fees or other arbitration expenses.

3.0 Collection and Transmission of Wastewater

3.1 OXFORD's wastewater flow shall be metered at a point at or near the boundary line between OXFORD and AUBURN by adequately maintained metering devices acceptable to both parties. OXFORD shall construct the metering station and shall bear the expense of such construction. Such metering station shall be adequate to measure OXFORD's peak flow rates provided for in this Agreement. Auburn shall have access to such metering stations for the purpose of inspection and calibration of the meters.

3.2 Except in case of emergency, no repairs or alterations shall be performed on any lift station, force main, gravity main, service connection or appurtenance which would affect the quality or quantity of the sewage discharge from OXFORD into AUBURN's sewerage system without prior written approval of the Auburn Sewer Department. Said Department shall be notified immediately of any emergency necessitating repairs to said equipment that would affect the quality of quantity of said sewage.

4.0 Allocation and Payment of Operating and Maintenance Costs

4.1 OXFORD shall assume full responsibility for the costs of operating and maintaining the wastewater facilities, including grinder pumps, located within OXFORD.

4.2 OXFORD agrees to pay AUBURN, on a quarterly basis, the charges determined under the formula set forth in Attachment B. AUBURN shall submit invoices to OXFORD on a quarterly basis, based on a fiscal year commencing July 1 and ending June 30. Such invoices shall be payable within fourteen (14) days of receipt.

5.0 Termination

5.1 For any material breach of this Agreement, continued for a period of six (6) months after notice thereof in writing by the other party, either party may terminate this Agreement by giving notice thereof to the other party in writing, which termination shall become effective not earlier that one (1) calendar year after the date of receipt of said notice, unless sooner terminated by mutual agreement of the parties. Upon receipt of said notice, both parties shall enter into discussions within thirty (30) days from the date thereof to assure proper termination of this Agreement.

5.2 In the event OXFORD constructs a sewerage system capable of diverting its wastewater flow away from AUBURN to another conveyance system or treatment works, OXFORD may terminate this Agreement upon giving twelve- (12) months notice to AUBURN.

6.0 Discharge Volume Rate

6.1 The cumulative discharge volume of sewerage from OXFORD into the AUBURN sewerage system shall not exceed one hundred thousand (100,000) gallons per day for more than three (3) consecutive days at any time during such time as the terms of this Agreement are in force. The Auburn Sewer Department within 24 hours shall notify OXFORD whenever the flow has exceeded 100,000 gallons per day. If flow in excess of one hundred thousand (100,000) gallons per day shall occur, AUBURN reserves the right to establish a new rate with OXFORD for the services rendered. If AUBURN and OXFORD can not agree upon a new rate, AUBURN reserves the right to terminate this Agreement.

6.2 The discharge rate of sewage from OXFORD into the AUBURN sewerage system shall not exceed 350 gallons per minute (g.p.m.), without specific written authorization form the Auburn Sewer Department.

7.0 Notice of Changes in Discharge Volumes

7.1 OXFORD agrees to notify AUBURN as far in advance as possible of any anticipated or planned increases or decreases which are significant in booth the quantity and quality of the wastewater to be discharged to AUBURN's wastewater treatment facility.

8.0 Measurement of Flow

8.1 The parties hereto agree that the measurement of Average Daily Flow shall be determined for each party based upon readings obtained by suitable metering equipment installed in sampling/metering station(s). Provisions relative to the installation, operation, and maintenance of said sampling/metering station(s) shall be as follows:

(A) OXFORD shall, at its own expense, construct as part of this project a sampling/metering station on its sewer line to be constructed in OXFORD as close to the OXFORD/AUBURN town boundary line. AUBURN shall have access to such sampling/metering station(s) for the purpose of inspection.

(B) Once a month AUBURN shall provide OXFORD with wastewater volumes of both parties for the proceeding month based upon the meter readings. OXFORD shall have access to the sampling/metering station(s) described above during normal business hours.

(C) In the event the metering equipment exhibits intermittent or erratic metering measurements, or is temporarily put out of service for any reason, the volume of wastewater will be estimated by both parties on a mutually agreed upon basis. The parties hereto covenant and agree to enter into a subsequent memorandum, to be attached hereto as an exhibit to this Agreement, setting forth the method to be utilized for the estimates of the volume of wastewater during the time that the metering equipment is out of service. In the event that the parties cannot agree as to the basis for estimating the volume of wastewater during the time that the metering equipment is temporarily out of service, then the parties will submit the matter to a mutually acceptable disinterested third party for resolution.

9.0 Connection Charges

9.1 It is understood and agreed that no OXFORD user shall be required to pay AUBURN any user, connection, or other charge, notwithstanding any provision requiring the same as may be set forth in AUBURN's sewer regulations.

10.0 Miscellaneous Provisions

10.1 Notices – All termination notices and notices of and notices of breach of contract given by one party to the other under this Agreement shall be sent by registered or certified mail, return receipt requested, or shall be delivered in hand to :

Representing Auburn:
Board of Sewer Commissioners
Town of Auburn
7 Millbury Street
Auburn, MA 01501

Representing Oxford:
Board of Selectmen
Town of Oxford
Oxford Town Hall
325 Main Street
Oxford, MA 01540

10.2 Captions – The captions at the beginning of the paragraphs and sections of this Agreement are guidelines and labels to assist in the location and reading of such paragraphs and sections. Therefore, captions shall be given no effect construing the language of this Agreement.

10.3 Entire Agreement – This Agreement constitutes the entire Agreement between the parties and any other agreements, whether written or oral, that may exist are exclude from the terms hereof.

10.4 Indemnification – OXFORD shall defend, indemnify and save harmless AUBURN against any suits, claims of liability or expenses for or on account of any liability arising out of the installation of piping or its pumping operation whether by itself, of its employees, consultants, or subcontractors.

10.5 OXFORD agrees that it will be obligated to furnish AUBURN evidence of public liability insurance, which shall not be cancelled without at least thirty (30) days prior written notice to AUBURN with limits of liability of at least $1,500,000.00 for personal injury and $1,250,000.00 for property damage covering claims arising out of its use of said sewerage system, and to maintain such insurance coverage in force and effect during such period of time as the terms of this Agreement remain in force.

10.6 Enforceability

In the event any provision of this Agreement is found to be legally unenforceable, such unenforceability shall not prevent enforcement of any provision of the Agreement.

IN WITNESS WHEREOF, the TOWN OF AUBURN, acting by and through its Board of Sewer Commissioners, and the TOWN OF OXFORD, acting by and through its Board of Selectmen, have executed this Agreement as a sealed instrument as of the day and year first above written.

APPROVED as to legal form
and execution:

Town Counsel, Town of Auburn

APPROVED as to form:

Town Counsel, Town of Oxford

APPROVED as to Appropriation:

Town Accountant, Town of Oxford

TOWN OF AUBURN
BY ITS BOARD OF SEWER
COMMISSIONERS

TOWN OF OXFORD
BY ITS BOARD OF SELECTMEN

Town of Oxford
Office of the Town Clerk
325 Main Street
Oxford, MA 01540-1727

Lori A. Kelley, CMMC
Town Clerk

(508) 987-6032 phone
(508) 987-6048 fax

The following was taken from the Town Clerk's records of the Special Town Meeting held on October 13, 1999.

Article 23. To see if the Town will vote to authorize the Board of Selectmen, on behalf of the Town, to enter into an agreement with the Upper Blackstone Water Pollution Abatement District and/or the Town of Auburn for the collection, transmission, treatment and disposal of sewage from those parcels of land located in Oxford south of the Oxford Rochdale Sewer District that may be served by sewage collection system extensions, said vote to take effect forthwith upon adoption, or act thereon.

Article 23. Voted: That the Town authorize the Board of Selectmen, on behalf of the Town, to enter into an agreement with the Upper Blackstone Water Pollution Abatement District and/or the Town of Auburn for the collection, transmission, treatment and disposal of sewage from those parcels of land located in Oxford south of the Oxford Rochdale Sewer District that may be served by sewage collection system extensions, said vote to take effect forthwith upon adoption.

Carried.

A true copy, ATTEST:

(Seal)

Lori A. Kelley CMMC
Town Clerk -- Oxford, Massachusetts

INTERMUNICIPAL AGREEMENT
FOR SEWERAGE
BY AND BETWEEN
THE TOWN'S OF AUBURN AND OXFORD, MASSACHUSETTS

ATTACHMENT A
PHASED SEQUENCE OF CONNECTION TO AUBURN

CURRENT CONDITIONS

Currently, Oxford's Thayer Pond Village (TPV) development, located in Oxford off of Route 20, north of Route 56, discharges to the Town of Auburn's sewer system via its pumping station's 3" force main that connects to the Auburn gravity collection system in Route 20, approximately 300' south of Hill Street. Payment for sewerage service is administered via existing agreements between: (a) the Town of Oxford and the Upper Blackstone Water Pollution Abatement District (UBWPAD); and (b) UBWPAD and the Town of Auburn. The TPV makes payment to the UBWPAD who then makes payment to the Town of Auburn. (This is managed in this manner as the UBWPAD previously did not allow intermunicipal agreements amongst its users.)

This policy has since changed and allows for more simplified development and administration of intermunicipal agreements between UBWPAD member communities, which includes both the Towns of Auburn and Oxford.

PHASE 1

Under Phase 1, the Town of Oxford intends to assume ownership of TPV's pumping station and extend sewerage to local businesses in the Route 20/Route 56 local area that can be serviced by gravity extensions from this facility. Attachment B of this intermunicipal agreement documents the manner in which the Town of Oxford will make direct payment to the Town of Auburn for discharging wastewater from the TVP pumping station. Measurement of wastewater flows will be made at the existing metering pit, that measures flow discharging through the 3" force main. Until such time as the Town assumes ownership of the TVP pumping station, the existing agreement shall remain in force.

Also under PHASE 1, the WALMART facility, located off of Route 12, just south of the Auburn/Oxford Town line, will be discharging to the Town of Auburn's gravity sewer that is tributary to Auburn's Southbridge Street Ejector Station. Measurement of wastewater flow will be determined based upon a the annual water consumption volume, as recorded by the WALMART facility water meter(s). To this metered volume, an additional quantity will be added to account for infiltration entering WAL-MART's on-site infrastructure. The rate of infiltration will be determined by taking instantaneous flow readings from the Town of Oxfords pipeline connection to the Town of Auburn's sewer system. Instantaneous flow readings will be performed by the Town of Oxford, on a quarterly basis, during a time when the WAL-MART facility is not utilizing supplied domestic water.

PHASE 2

Under Phase 2, the Town of Oxford intends to construct a pumping station at the intersection of Routes 12 and 56. Tributary gravity sewers will also be constructed in Routes 12 and 56 to provide opportunities to abutting properties for sewerage. The pumping station will discharge to the Town of Auburn's gravity collection in Route 20, approximately 300' south of Hill Street.

Measurement of wastewater discharged from this pumping station shall be recorded via the pumping stations flowmeter.

Under this Phase, if a gravity sewer is constructed in Route 12 from the pumping station, northerly to the vicinity of Route 20, it will also be possible to redirect WALMART's service connection to the Oxford sewer system, thereby eliminating the need to estimate WALMART's wastewater flow, based upon water consumption and an allowance for infiltration, as described above.

PHASE 3

Under Phase 3, the 3" force main from the Town's TPV pumping station will be diverted to the gravity system that is tributary to the Town's pumping station to be constructed at Routes 12 and 56. This will allow for all wastewater flow from the Town of Oxford to be measured at a single location.

ATTACHMENT B

AUBURN SEWER DEPARTMENT
CALCULATION OF THE OXFORD SEWER CHARGE

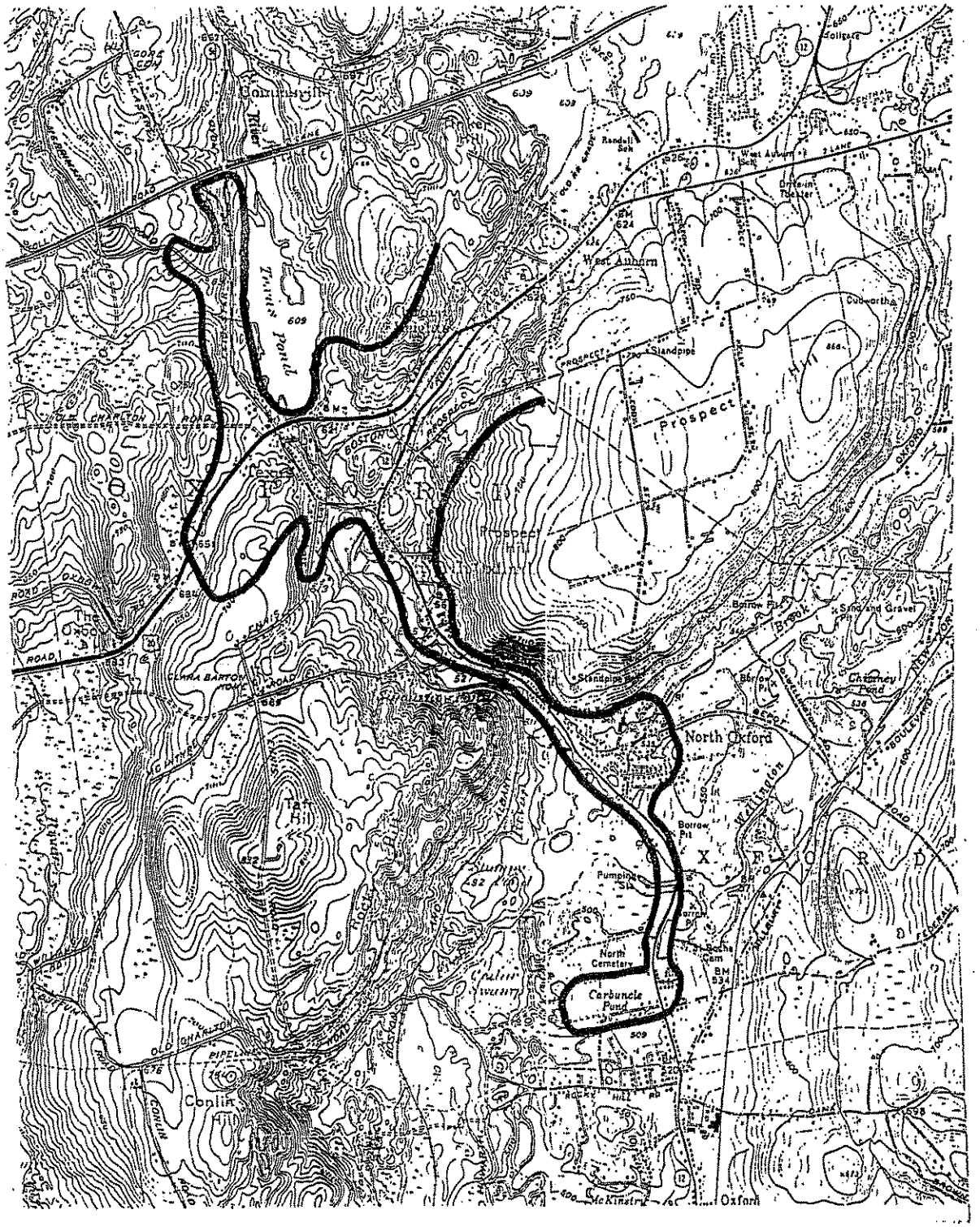
	Total	Variable	Fixed
Total Oxford Allocated Costs	$35,514	$9,155	$26,359
Rate per 1000 Gallons Flow			
Allocated Flow in 1000 Gallons		36,500	
Rate per 1000 Gallons Flow		$0.25	
Quarterly Fixed Charge			$6,590

Auburn shall, on an annual basis, review all costs and budget increase associated with this Agreement. Said review shall be conducted thirty (30) days prior to the end of the fiscal year. Auburn shall notify Oxford of any cost and or budget increases incurred. Oxford expressly agrees that Auburn shall have the right to increase charges consistent with cost and or budget increase associated with this agreement. In the event that a dispute arises over the increase in rate set by Auburn, the parties agree that they will submit the matter to a mutually acceptable disinterested third party for resolution.

INTERMUNICIPAL AGREEMENT
FOR SEWERAGE
BY AND BETWEEN
THE TOWNS OF AUBURN AND OXFORD IN MASSACHUSETTS

ATTACHMENT C

OXFORD SEWER SERVICE AREA



APPENDIX B

INTERBASIN TRANSFER LIMIT DOCUMENTATION

Request for Determination of Insignificance
Under the Interbasin Transfer Act
MGL Chapter 21 Sections 8b-8d

Town of Oxford Sewer Project

Water Resources Commission Decision
11 April 2002

Decision

On November 5, 2001, the Massachusetts Water Resources Commission (WRC) received a request for determination of insignificance under the Interbasin Transfer Act (M.G.L. Chapter 21 §§ 8B-8D) from the Town of Oxford. After review of the application, additional information was requested from the proponent in order to fully evaluate this request under the Act. The requested information was received on February 5, 2002.

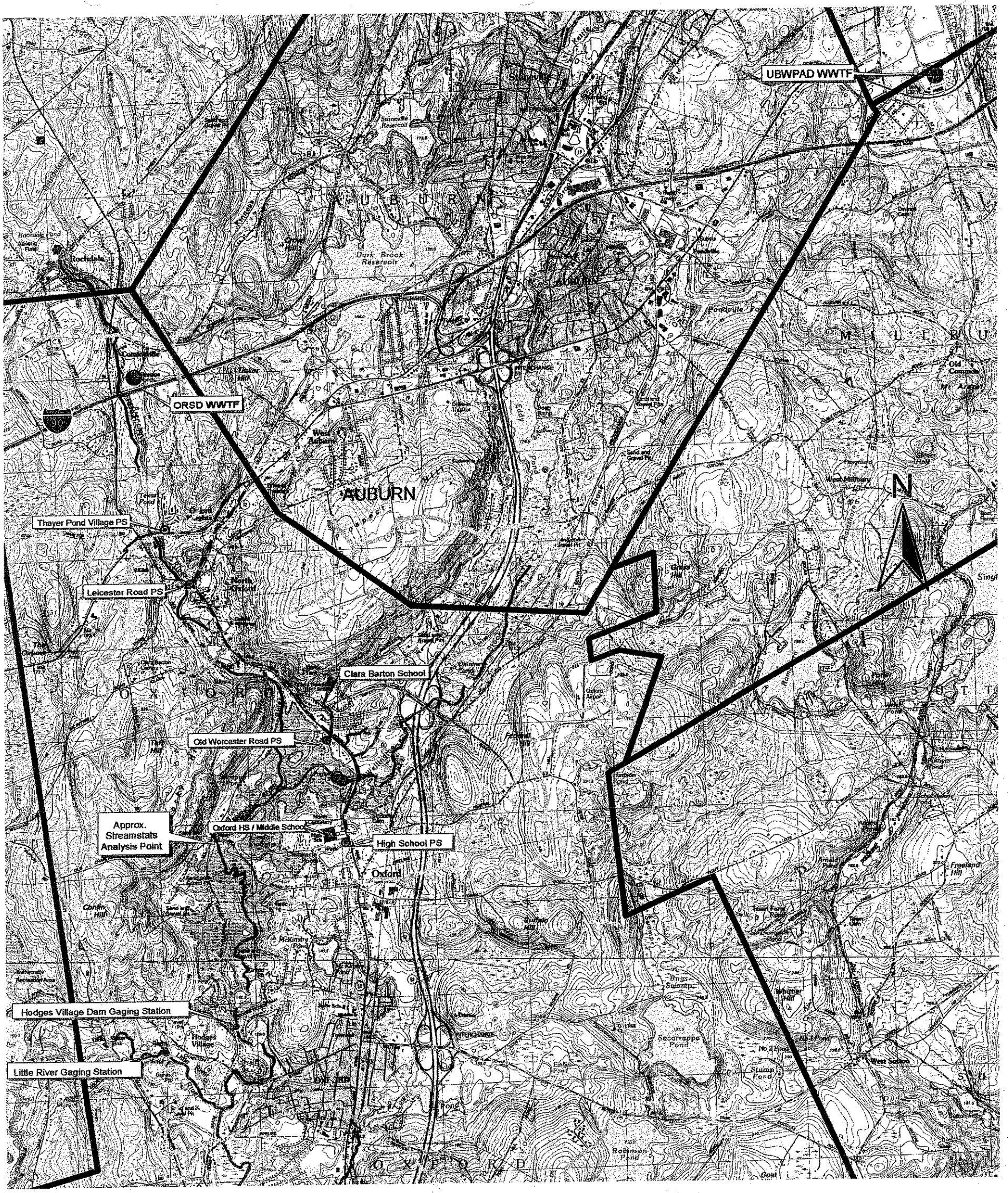
This proposal was discussed at the WRC's March 14, 2002 and April 11, 2002 meetings. At the April meeting, the WRC voted unanimously that the sewering project, as presented, was insignificant under the Act.

Project Description

Oxford is located in the French River basin and is proposing to construct an additional wastewater connection with the Town of Auburn to discharge up to an additional 60,000 gallons per day (0.06 mgd). The town's existing wastewater connection to Auburn has a capacity of 0.024 mgd. Auburn's wastewater is discharged to the Upper Blackstone Water Pollution Abatement District in the Blackstone River basin.

Oxford is proposing to extend its sewer system to serve the Oxford High School/Middle School complex, the Clara Barton School and the Plymouth Village Condominium Complex (see Figure 1). The project involves the construction of three pump stations and construction of force mains to the Auburn municipal sewer system which ultimately discharges to the Upper Blackstone Water Pollution Abatement District facility.

Oxford has an existing connection to Auburn via the Thayer Pond Village Pump Station, which has a capacity of 0.024 mgd (Figure 1). The new sewer increases the overall capacity of the Oxford wastewater connection to Auburn. The capacity of the new connection is limited by the Leicester Road Pump station, which has a maximum operating capacity of 0.06 mgd (Figure 1). Because the Pump Station capacity limits the



0.5 0 0.5 1 1.5 2 Miles

LEGEND

- PUBLIC WATER SUPPLY WELLS
- UBPAD WWTF
- GAGING STATION
- EXISTING PUMP STATION
- PROPOSED PUMP STATION
- SUB-BASINS

EXISTING SEWER
- FORCE MAIN
- GRAVITY SEWER

PROPOSED SEWER
- FORCE MAIN
- GRAVITY SEWER

TOWN OF OXFORD, MASSACHUSETTS
FIGURE 1
LOCATION MAP

Fay, Spofford & Thorndike January 2002

transfer, the amount of infilling which could occur is limited. Although not currently planned, it is possible that approximately 25 new service connections could potentially be added in the future, in the areas where gravity sewer connections are proposed.

Analysis

Oxford's Request for Determination of Insignificance was reviewed by staff from the Department of Environmental Management's Office of Water Resources, the Riverways Program, and the Department of Environmental Protection's Division of Watershed Permitting and Central Regional Office (CERO) and the Division of Marine Fisheries (DMF) against the criteria for insignificance listed in the Interbasin Transfer Act regulations, 313 CMR 4.04(4).

Synopsis of Criteria for Insignificance

Criterion	Oxford's Application
(a) Is not over 1 mgd	Meets
(b) Is less than 1 mgd on an annualized basis and is temporary, of short duration and for a purpose other than water supply use	Not Applicable
(c) Additional flow is less than 5% of the instantaneous flow	Meets
(d) The 95% exceedance flow, or the 7Q10 flow when relied in a program of pollution abatement, will not be diminished	Meets
(e) Special resource values will not be adversely affected	Meets
(f) The Commission shall consider the cumulative impacts of all past, authorized or proposed transfers on streamflows in the donor basin	Meets

A description of how the application addressed these criteria is found below and in Attachment 1.

Streamflow/Hydrologic Impacts

The Town of Oxford is located along the mainstem of the French River. Most of the community is served by a private water company (Mass. American Water Company)

which withdraws water from three wells located near the French River. Of the 0.75 mgd pumped for water supply, about 0.73 mgd (97%) is returned to the French River Basin via septic systems and the Oxford Rochdale sewer district treatment plant within town. The schools, the condominium complex and two of the water company wells are located in a subbasin with a drainage area of 29.2 square miles. However, a discontinued stream gage is located downstream on the French River, below Hodges Village Dam. This was used for the streamflow analysis to evaluate the criteria for determining insignificance. The drainage area for this gage is 31.2 square miles.

Two of the criteria for determining insignificance under the Interbasin Transfer Act regulations are that less than 5% of the instantaneous flow can be withdrawn (transferred) and that the 95% exceedance flow or, the 7Q10 flow when used in a program of pollution abatement, will not be diminished. Because a wastewater treatment plant is located in Webster downstream from the transfer, the 7Q10 for plant at that site has been evaluated here.

The streamflows for the French River below the Hodges Village Dam and at the Webster/Dudley treatment plant are shown in the table below. The 99% exceedance flow is being used as a surrogate for the instantaneous flow.

	Flow value in cubic feet per second (cfs)	Potential Reduction in flow in percent
Increased Transfer from the Basin in mgd = -0.06 mgd		
99% exceedance flow	3.8 cfs	2.4%
95% exceedance flow	5.9 cfs	1.6%
7Q10 flow as measured just upstream of the Webster/Dudley regional WWTF	16.0 cfs	0.58%

The proponent was also directed to provide a net inflow/outflow analysis to evaluate the potential impact of the loss of water to the subbasin. The current loss of water from the subbasin is 0.67 mgd due to withdrawals, which serve other parts of the community outside the subbasin. The proposed sewer project would increase that net loss from the subbasin to 0.73 mgd. This transfer represents a net increase in loss to the subbasin of 9%.

Special Resource Values

The proponent reviewed documents published by agencies responsible for protecting the special resource values named in the regulations (endangered species, ACECs, scenic rivers and areas protected by Article 97). This project does not impact any of these special resource values.

Cumulative Impacts

The town of Charlton is proposing to purchase 0.18 mgd from the Oxford – Mass. American Water Company. Forty-seven percent of Charlton's land area is in the French River basin; the other 53 percent is within the Quinebaug River basin. It is estimated that 0.08 mgd (47%) of this water will be returned to the French River basin, if Charlton's proposal is approved, via on-site septic systems, however the remaining 0.1 mgd will be transferred to the Quinebaug River basin. Preliminary analyses indicate that this cumulative loss will not have significant impacts.

The WRC notes that the Oxford – Mass. American Water Company has a water supply source within the Wellington Brook subbasin. This water is used within the town of Oxford and within the French River basin, and thus does not constitute an Interbasin Transfer. According to the Riverways Program, Wellington Brook in the vicinity of this well site is considered both a priority site and estimated rare and endangered species habitat. There are also certified vernal pools near the confluence of Wellington Brook and the French River downstream of the Mass. American well. In addition, the Wellington Brook subbasin upstream of the town well is considered Core Habitat. Operation of the well could impact these resources. The WRC directs staff to carefully consider this information when reviewing Charlton's Request for Determination of Insignificance and to work closely with DEP during the Water Management permitting process that will be required for the water company to sell water to Charlton.

WRC Decision

The WRC finds that the Oxford sewering project, as presented, is insignificant under the Interbasin Transfer Act based on the following facts:

1. The transfer is limited to 60,000 gallons per day (0.06 mgd) by the capacity of the Leicester Road Pump station. Any future proposed increases to this pumping station or other transfer facility(ies) which would result in an increase in the amount of wastewater transferred from the Oxford sewer system to the Auburn wastewater system, will require additional review under the Interbasin Transfer Act.
2. Reductions to instantaneous flow, based on the 99% flow duration, are less than 5% and are closer to 2.4%.
3. The reduction in the 7Q10 flow for the wastewater treatment plant in Webster is 0.58%, too small to have measurable effects.

4. The primary period during which most of the transfers will occur is outside the primary low flow period of the summer months.
5. Special resource values will not be adversely affected.
6. This transfer of wastewater represents only a small amount of water leaving the basin. Most of the water withdrawn for water supply use leaves the subbasin but remains within the basin.
7. The cumulative impacts of the Charlton and Oxford proposals, based on preliminary amounts of transfer for Charlton, would still be below 5% for the 99% flow duration. The 7Q10 flows at Webster would not be significantly diminished.

Executive Order 385

This decision is consistent with EO 385, which has the dual objective of resource protection and sustainable development. The decision does not encourage growth without adequate infrastructure, nor does it cause an unavoidable loss of environmental quality or resources.

Attachment 1
Request for Determination of Insignificance
Town of Oxford Sewering Project

Criterion	Proposal Meets	Explanation
(a) Is not over 1 mgd	Meets	Proposed increase in transfer is for a maximum of 0.06 million gallons per day of wastewater
(b) Is less than 1mgd on an annualized basis and is temporary, of short duration and for a purpose other than water supply use)	Not Applicable	Proposal is long-term for wastewater purposes.
(c) Additional flow is less than 5% of the instantaneous flow	Meets	This transfer is less than 5% of the instantaneous flow, based on the 99% flow duration.
(d) The 95% exceedance flow, or the 7Q10 flow when relied in a program of pollution abatement, will not be diminished	Meets	The reduction in the 7Q10 flow for the wastewater treatment plant in Webster is too small to be measurable.
(e) Special resource values will not be adversely affected	Meets	NHESP, MassGIS programs, were consulted to determine that special resource values will not be adversely affected by this project.
(f) The Commission shall consider the cumulative impacts of all past, authorized or proposed transfers on streamflows in the donor basin	Meets	Any additional cumulative losses from this and from the proposed Charlton transfer appear to be insignificant.

APPENDIX C

PERMITTING REQUIREMENTS FOR WASTEWATER MANAGEMENT OPTIONS

POTENTIAL PERMITS FOR WASTEWATER MANAGEMENT OPTIONS

A. PERMIT CATEGORIES

Implementation of wastewater management contracts in Oxford may involve a variety of permits from Federal, State and municipal agencies. These agencies include:

FEDERAL

- U.S. Army Corps of Engineers (ACOE)
- Federal Emergency Management Agency (FEMA)

STATE

- MA Highway Department (MHD)
- MA Department of Environmental Protection (DEP)
- Massachusetts Environmental Policy Act (MEPA)
- Division of Water Pollution Control (DWPC)
- Division of Wetlands and Waterways (DWW)
- Division of Air Quality Control (DAQC)
- MA Department of Environmental Management (DEM)
- Division of Water Resources (DWR)
- MA Historical Commission (MHC)

LOCAL

- Conservation Commission
- Board of Appeals
- Fire Department
- Building Inspection Department
- Department of Public Works

For future wastewater management options, the following paragraphs identify potential permits and the issuing agency, and describe the approval process and approximate time frame for these permits. Permit requirements will vary according to the chosen wastewater management alternative.

1. Federal Permits

U.S. Army Corps of Engineers

At the Federal level, project-related permits are limited to a Section 10/404 permit. In this regard, the ACOE maintains jurisdiction over activities in navigable waters (Section 10 of the Rivers and Harbors Act of 1899) and the discharge of dredged or fill materials into waters of the U.S., including adjacent wetlands (Section 10, and Section 404 of the Clean Water Act). The

extent of regulatory review, particularly with respect to wetland-related activities, depends on the extent, quantity, and location of the discharges, as specified in 33 CFR Parts 320 through 330 -- Regulatory Programs of the Corps of Engineers (Final Rule; November 13, 1986). As of February 29, 1995, ACOE eliminated the Nationwide Permit. ACOE maintains the Individual Permit program for projects involving the discharge of dredged or fill materials into waters and wetlands (Section 404), or for work affecting navigable waters (Section 10). ACOE provides a general review of minor projects under its General Permit, but has turned over its responsibility for projects with minor wetland impacts to local authorities. The submittal of copies of the Notice of Intent for minor projects will provide the necessary notice to ACOE.

ACOE coordinates the project review of other federal agencies including the U.S. Environmental Protection Agency, the U.S. Fish and Wildlife Service, U.S. Marine Fisheries, and FEMA. Information submitted with the Individual Permit application must demonstrate that project impacts on endangered species and archaeological and historical resources have been evaluated. Submitting letters of approval from the Natural Heritage and Endangered Species Program and MHC with the permit application usually fulfills these requirements. If the project will modify flooding in adjacent areas and cause revisions to FEMA flood maps, FEMA requirements must be addressed. An Order of Conditions, Water Quality Certificate, and Federal Consistency Letter will be required for ACOE approval of the Individual Permit.

Federal Emergency Management Agency

Certain areas of Oxford are within limits of the 100-year floodplain, as shown on the FEMA maps. Filling within the 100-year floodplain to accommodate major improvements may have an indirect impact on flooding in that it reduces flood storage in the French (or Blackstone) River drainage basins. As a minimum, it is recommended that consideration be given early in the design process to providing compensatory storage at an appropriate location to offset any reduction in flood storage due to any fill proposed for major improvements. It is not anticipated that FEMA will require revisions to the FEMA maps, especially if compensatory storage is provided during the design, but preliminary discussions should be held with FEMA to resolve this issue so that it does not hold up critical approvals.

2. State Permits

MA Highway Department Permits

MHD permits may be required if implementation of wastewater management improvements takes place within MHD rights-of-way. It is recommended that letters/plans describing such improvements be sent to MHD to prevent future delays or misunderstandings.

MA Department of Environmental Protection Sewer Extension Permit

MassDEP, Bureau of Resource Protection (MassDEP/BRP) requires that sewer extensions be permitted to protect the public health, welfare and environment. BRP issues the permit for domestic sewage from residential, educational and commercial facilities. The Industrial Wastewater Program of the Bureau of Waste Prevention issues permits for industrial facilities.

Guidance is found under 314 CMR 7.00. This permit is required if a project will modify an existing collection system or WWTP. The permit will require proof that the downstream receiving facilities have the capacities to handle any increase in flows as a result of the proposed project. In addition, the final permit will not be issued until the project has received the appropriate clearances from MHC, MEPA, and the local Conservation Commission. As a minimum, the permit must be submitted at least 90 days before construction is to begin. However, to minimize delays and possible revisions, a draft copy of the permit should be submitted to DEP near 60% design completion. The final permit will be processed following submittal of the final plans and specifications.

- BRP IW 38- Permit for Industrial Sewer User discharging more than 50,000 gpd
- BRP IW 39 - Permit for Industrial Sewer User discharging more than 25,000 gpd
- BRP WP 55 - Permit for sewer connections associated with the transport of industrial wastewater for discharges of greater than 50,000 gpd, but not including those industrial wastewaters required to obtain discharge permits under the applicable categories specified in 314 CMR 7.17 (2) C
- BRP WP 71 - Permit for sewer extensions equal to or greater than 1000 feet associated with the transport of sewage.
- BRP WP 72 - Permit for sewer extensions less than 1000 feet associated with the transport of sewage.
- BRP WP 73 - Permit for of sewer connections, for discharges of between 15,000 gpd and 50,000 gpd of sewage that are not included in industrial wastewater categories.
- BRP WP 74 - Permit for sewer connections, for discharges of greater than 50,000 gpd of sewage that are not included in industrial wastewater categories.

The above permits require municipal approval and may also require approval by EOEA under MEPA. MEPA regulations are described in 301 CMR 11.00. It is important to understand the MEPA review policy in developing realistic project schedules, as MassDEP cannot complete technical review of any permit applications until the MEPA process, if required, has been completed.

Massachusetts Environmental Policy Act

MEPA review is generally required when certain "thresholds" are met. Current MEPA regulations for wastewater projects require preparation and submission of:

a. An Environmental Notification Form (ENF) and a Mandatory Environmental Impact Report (EIR) for:

1) Construction of a new wastewater treatment and/or disposal facility with a capacity of 2,500,000 gpd or more.

2) New interbasin transfer of wastewater of 1,000,000 gpd or more, or any amount determined significant by the Water Resources Commission (WRC).

3) Construction of one or more new sewer mains ten or more miles in length.

4) Provided that the project is undertaken by an Agency, new sewer service to a municipality or sewer district across a municipal boundary through new or existing pipelines, unless an emergency is declared in accordance with applicable statues and regulations.

5) New discharge or expansion in discharge of any amount of sewage, industrial wastewater or untreated stormwater directly to an outstanding resource water.

6) New capacity or expansion in capacity for storage, treatment, processing, combustion or disposal of 150 or more wet tons per day (tpd) of sewage sludge, sludge ash, grit, screenings or other sewage sludge residual materials, unless the project is an expansion of an existing facility within an area that has already been sited for the proposed use in accordance with MGL c21 or MGL c83, section 6.

b. An ENF and other MEPA review if the Secretary so requires for:

1) Construction of a new wastewater treatment and/or disposal facility with a capacity of 100,000 or more gpd.

2) Expansion of an existing wastewater treatment and/or disposal facility by the greater of 100,000 gpd or 10% of existing capacity.

3) Construction of one or more sewer mains:
   a. that will result in an expansion in the flow to a wastewater treatment and/or disposal facility by 10% of existing capacity;
   b. Five or more miles in length; or
   c. 1.2 or more miles in length, provided that the sewer mains are not located in the right-of-way of existing roadways.

4) New discharge or expansion in discharge:
   a. to a sewer system of 100,000 gpd or more of sewage, industrial wastewater or untreated stormwater;
   b. to a surface water of:
      i. 100,000 gpd or more of sewage
      ii. 20,000 gpd or more of industrial wastewater; or
      iii. any amount of sewage, industrial wastewater or untreated stormwater requiring a variance from applicable water quality regulations; or
   c. to groundwater of:
      i. 10,000 gpd or more of sewage within an area, zone or district established, delineated or identified as necessary or appropriate to protect a public drinking water supply; an area established to protect a nitrogen-sensitive

embayment; an area within 200 feet of a tributary to a public surface water drinking supply; or an area within 400 feet of a public drinking water supply.

ii. 50,000 gpd or more of sewage within any other area;
iii. 20,000 gpd or more of industrial wastewater; or
iv. any amount of sewage, industrial wastewater or untreated stormwater requiring approval by MassDEP or a variance from Title 5 of the State Environmental Code for new construction.

5) New Capacity or Expansion in Capacity for:
   a. combustion or disposal of any amount of sewage sludge, sludge ash, grit, screenings, or other sewage sludge residual materials; or
   b. storage, treatment, or processing of 50 wet tpd or more of sewage sludge or sewage sludge residual materials.

MassDEP Water Quality Certification

DWPC issues a Water Quality Certificate (WQC) for certain projects. Guidance and requirements for this permit are found under 314 CMR 9.00. As of February 29, 1995, MassDEP established new rules that determine when a WQC is required for a project. In general, for work impacting less than 5000 square feet of wetlands, and for dredging of less than 100 cubic yards of material, a WQC is not required, and DEP relies on the local Conservation Commission to review the project. If the impact exceeds these amounts, however, the certificate will require chemical and physical analysis of the soil to be excavated, and a description of the construction procedures to be followed to minimize disturbance to adjacent waters during construction.

Stormwater Discharge Permit

DWPC issues a NPDES Permit for any new stormwater discharge to waters of the Commonwealth. Guidance and requirements for this permit are found under 314 CMR 3.00. In order to avoid this permit, it is recommended that the design of new facilities avoid new piped discharges, and that the discharge of all surface runoff occur by overland flow.

MassDEP Waterways License

The Division of Wetlands and Waterways (DWW) issues a Waterways License (Chapter 91 License). Guidance and requirements for this permit are found under 310 CMR 9.00. A license is required for work within the limits of the mean high water elevation. Waterways license applications should include a copy of the Wetlands Notice of Intent. Prior to the issuance of the license, copies of the Order of Conditions issued by the local Conservation Commission must be submitted to DWW, and the WQC application must have been filed with DWW.

Once the application is determined to be complete, DWW will notify appropriate Federal, State and local agencies of the application. This notification commences a 45-day municipal comment period. Coincidentally, DWW will issue a Notice of Waterways License Application for

publication by the applicant. Once published, there is a 30-day public comment period, which typically falls within the 45-day municipal comment period. The Chapter 91 License is issued approximately 30-60 days following the completion of agency review of all comments received. Approximately six months may be required for processing the Chapter 91 permit application.

MassDEP Air Quality Permits

Air Quality permits may be required for any odor and noise control systems and standby power generators. These permits are issued by DEP's Division of Air Quality Control. Guidance and requirements for the permits are given under 310 CMR 7.0. Approximately six months are required to process the permit.

MA Department of Environmental Management Interbasin Transfer Approval

The MA DEM, Division of Water Resources (DWR) regulates the provisions of the Interbasin Transfer Act (MGL, Chapter 21, Sections 8B-8D) and associated regulations (313 CMR 4.00). This Act applies to the transfer of both drinking water and wastewater between drainage basins.

MA Historical Commission Permits

In accordance with MGL, Section 27C, Chapter 9, a permit must be acquired prior to commencing any archaeological site investigations. The permit is issued by MHC and is entitled "Permit to Conduct Archaeological Field Investigation". MHC can take up to 30 days to review the permit. In addition to archaeological resources, MHC also comments on disturbance to any historical resource in the vicinity of the proposed project.

3. Local Permits

Conservation Commission - Order of Conditions

An Order of Conditions is required from the local Conservation Commission for activities performed in any of the resource areas regulated under the MA Wetlands Protection Act (MA WPA) (MGL, Chapter 131) and associated regulations (310 CMR 10.0 et seq.). These resource areas include bordering vegetated wetlands, banks, land under water bodies and waterways, and land subject to flooding. Activities within 100 feet of bordering vegetated wetlands and banks are also regulated.

Although primarily administered through the local Conservation Commissions, the MA WPA limits the loss of bordering vegetated wetlands to 5,000 square feet. Accordingly, a variance from the regulations granted by the Commissioner of DEP is required for projects involving wetland losses in excess of this amount. Appeals of Orders of Conditions are also administered by DEP.

In accordance with the regulations, a Notice of Intent must be filed with the Conservation Commission and appropriate regional office of DEP. Once a Notice of Intent has been filed, the Conservation Commission has 21 days in which to hold a public hearing. If the hearing is not

continued, the Commission has an additional 21 days in which to issue the Order of Conditions. As indicated above, DEP may appeal this Order.

In the absence of requests for additional information and/or a continuance of the public hearing, the time required to secure an Order of Conditions is approximately two months. This time frame varies with the magnitude and complexity of the project. Should a variance be required, one year may be needed to obtain an Order of Conditions.

Fire Department - Underground Storage Tanks

The removal of existing and construction of new underground fuel storage tanks will require a permit from the local Fire Department. The contractor requests the actual permit to remove the existing tank after the start of construction. In order to avoid delays and changes to design after bidding, it is recommended that copies of the details for any proposed underground fuel storage tanks be submitted to the local Fire Department for review during the design phase of the project.

Building Department

The plans and specifications for pumping stations and WWTPs may have to be approved by the local Building Inspector prior to construction. The contractor selected for the project will be required to obtain the building permit at the start of construction. To avoid delays and revisions, it is recommended that the final plans and specifications be submitted to the local Building Inspector for review prior to advertisement of the project for bids.

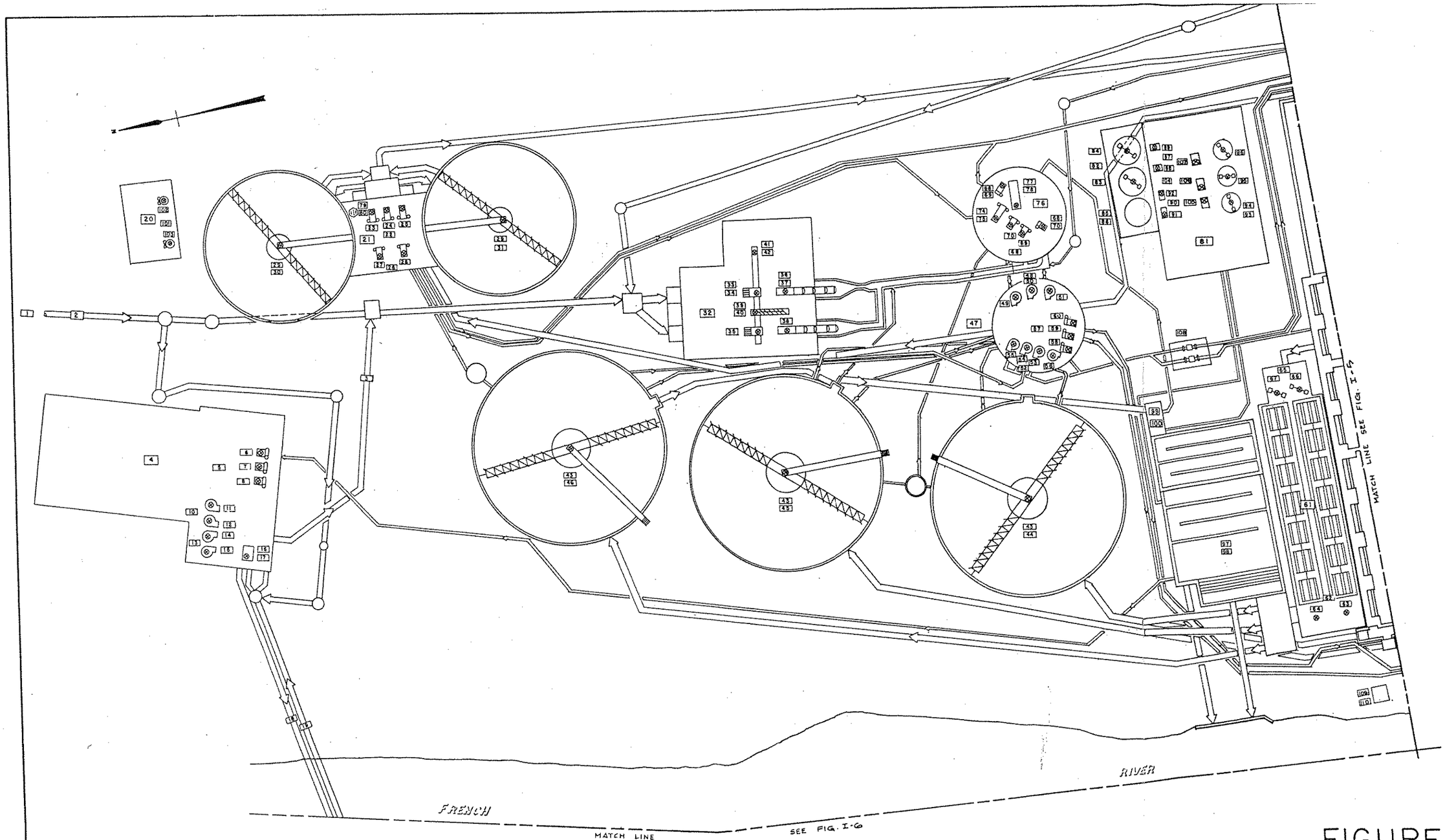
Work within the 100-year floodplain will also require the approval of the Building Inspector, along with a certified statement by a registered professional engineer that filling of lands within the 100-year floodplain will not increase flooding in adjacent areas.

Department of Public Works

Addition of new facilities, or rehabilitation of existing facilities within public right-of-ways will require a Street Opening Permit from the Department of Public Works.

APPENDIX D

WEBSTER/DUDLEY ADVANCED WASTEWATER TREATMENT FACILITY FLOW DIAGRAM



LEGEND

1 PLANT INFLUENT
2 36" GRAVITY SEWER
3 14" FORCE MAIN
4 OPERATIONS BUILDING
5 PLANT WATER PUMPS
6, 7, 8 P-1521, P-1522, P-1523
10 RAW SEWAGE PUMP
11, 12 P-621, P-622
13 FLOW EQUALIZATION PUMPS
14, 15 P-631, P-632
16 SCREEN
17 S-602
18 10" FLOW EQUALIZATION
19 24" GRAVITY SEWER
20 SEPTAGE RECEIVING FACILITY
21 PRIMARY SLUDGE PP. STA.
22 PRIMARY SLUDGE PUMPS
23, 24, 25 P-211, P-212, P-213
26 SCUM TRANSFER PUMPS
27, 28 P-221, P-222
29 PRIMARY SETTLING TANK
30, 31 T-201, T-202
32 PRELIMINARY TREATMENT
33 BAR SCREENS
34, 35 S-101, S-102
36 GRIT COLLECTORS
37, 38 S-111, S-112
39 GRIT DEWATERING SCREW
40 S-113
41 CONVEYOR
42 C-121
43 FINAL SETTLING TANK
44, 45, 46 T-371, T-372, T-373
47 PUMPING STATION
48 RAW SEWAGE PUMPS
49, 60, 61 P-141, P-142, P-143
62 SLUDGE RECIRCULATION PUMPS
63, 64, 65, 66 P-381, P-382, P-383, P-384
57 WASTE SLUDGE PUMPS
58, 59, 60 P-815, P-826, P-836
61 FLOCCULATION TANK
62 FLOCCULATORS
63, 64 X-501, X-502
65 RAPID MIXERS
66, 67 X-511, X-612
68 THICK. WATER SUPPLY PUMP
69, 70 P-851, P-852
71 CONC. FEED PUMPS
72, 73 P-251, P-252
74 SCUM DRAWOFF PUMP
75 P-253
76 SCUM CONCENTRATOR BLDG.
77 SCUM CONCENTRATOR
78 T-261
79 SCUM GRINDER
80 X-231
81 CHLORINATION/CHEMICAL BLDG
82 LIME MIXERS
83, 84 X-1171, X-1172
85 ALUMINUM TANK
86 T-531
87 LIME FEED PUMPS
88, 89 P-1181, P-1182
90 ALUMINUM FEED PUMPS
91, 92 P-541, P-542
93 POLYMER MIXERS
94, 95, 96 X-561, X-662, X-563
97 CHLORINE DETENTION TANK
98 T-702
99 CHLORINATION CHAMBER
100 T-701
101 SEPTAGE MIXERS
102, 103 X-1301, 1302
104 POLYMER PUMPS
105, 106, 107, P-571, P-572, P-573
108 RECIRCULATED SLUDGE METERING CHAMBER
109 FRENCH RIVER GAUGING STATION
110 G-1261

FIGURE I-4
WEBSTER PLANT
FLOW DIAGRAM
PART 1

MATCH LINE SEE FIG. I-4

FRENCH RIVER

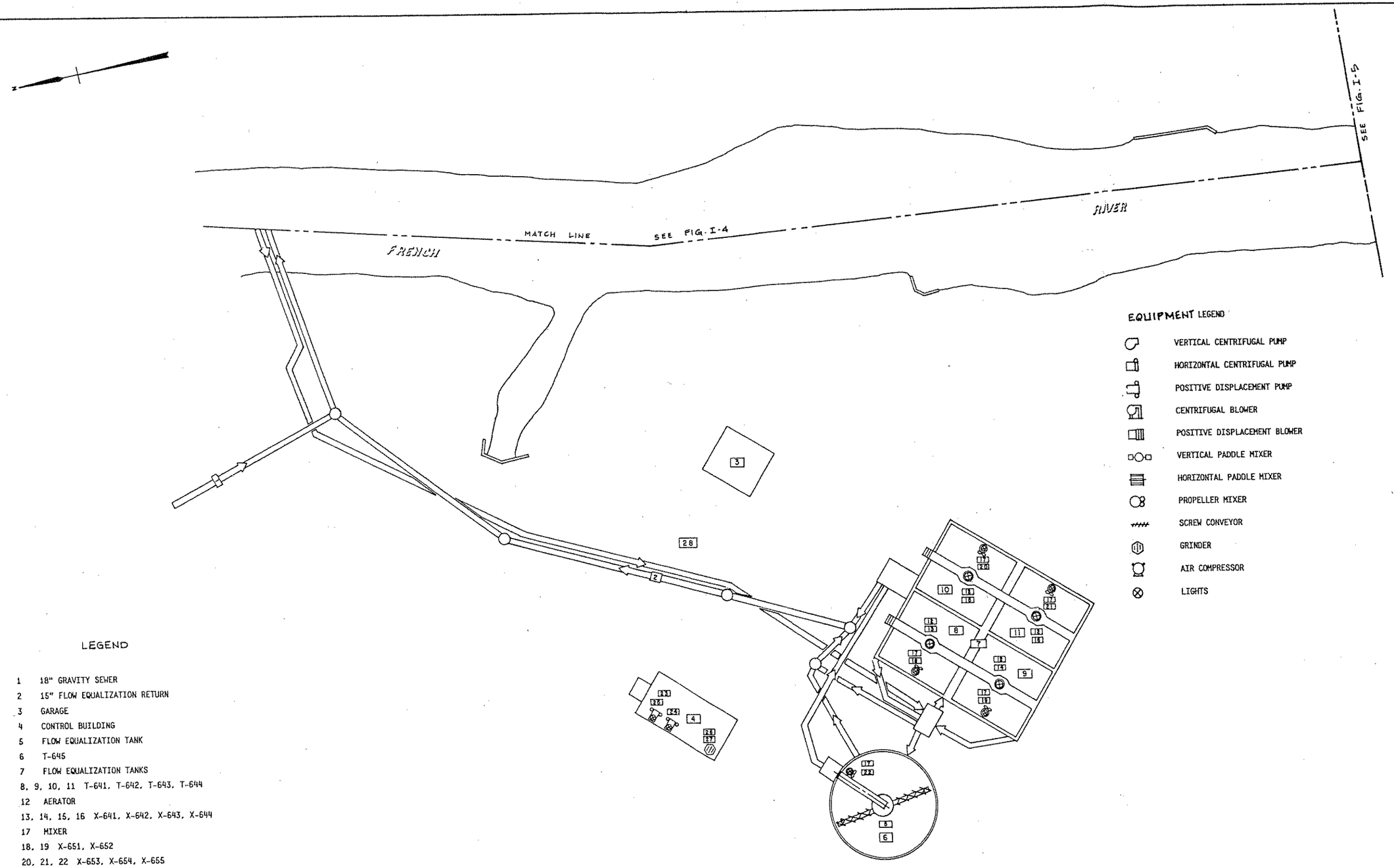
MATCH LINE SEE FIG. I-6

LEGEND

1 AERATION TANKS
2, 3, 4 T-301, T-302, T-303
5, 6, 7 T-304, T-305, T-306
8 BLOWER BUILDING
9 AIR FILTERS
10 BLOWERS
11, 12 B-311, B-312
13, 14, 15 B-313, B-314, B-315
16 THICKENED SLUDGE TRANSFER PUMPS
17, 18, 19 P-817, P-827, P-837
20 SLUDGE THICKENING TANKS AND GALLERY
21 THICKENED SLUDGE DRAWOFF PUMPS
23, 24 P-828, P-838
25 BELT THICKENER
26, 27, T-810, T-820,
29 THICKENER RECIRCULATION PUMPS
30, 31, 32 P-814, P-824, P-834
33 SLUDGE DIGESTION
34, 35, 36 T-901, T-902, T-903
37 GAS RECIRCULATION UNIT
38, 39 B-901A, B-901B
40, 41 B-902, B-903
42 DIGESTER SLUDGE RECIRC. PUMPS
43, 44, 45 P-911, P-912, P-913
46 SLUDGE TRANSFER PUMPS
47, 48 P-931, P-932
49 FILTER FEED PUMPS
50, 51 P-1015, P-1016
52 BELT FILTER PRESS BUILDING
53 BELT FILTER PRESS
54, 55, 56 F-1031, F-1032, F-1033
57 CONVEYOR
58, 59 C-1051, C-1052
60 LEACHATE PUMPS
61, 62 P-1671, P-1672
63, 64 P-1681, P-1682
65 CHEMICAL/SLUDGE PUMPING STATION
66 REACTOR CLARIFIER
67, 68 T-401, T-402
69 RAKE DRIVE
70, 71 R-401A, R-402A
72 TURBINE DRIVE
73, 74 X-401B, X-402B
75 LIME MIXER
76, 77 X-1101, X-1102
78, 79 X-1103, X-1104
80 CHEMICAL SLUDGE MIXER
81, 82 X-1001, X-1002
83, 84 X-1003, X-1004
85 BLENDED SLUDGE MIXER
86, 87 X-1021, X-1022
88 AIR COMPRESSORS
89, 90, 91 B-1141, B-1142, B-1143
92 DILUTED LIME DAY TANK
93 X-411
94 LIME SLURRY PUMPS
95, 96 P-1111, P-1112
97, 98 P-1113, P-1114

101 FILTER FEED/CHEMICAL SL. PUMP
102, 103 P-1011, P-1012
104, 105 P-1013, P-1014
106 CHEMICAL SLUDGE DRAWOFF PUMP
107, 108 P-481, P-482
109 POLYMER PUMPS
110, 111, 112 P-471, P-472, P-473
113 POLYMER MIXERS
114, 115 X-451, X-452
116 LIME DILUTION WATER PUMP
117 P-441
118 CONTAMINATED RUN-OFF PUMPS
119, 120 P-1661, P-1662
121 POLYMER TANK
122 T-1061
123 POLYMER PUMPS
124 P-881
125 P-882
126 P-883
127 P-884
128 DAF THICKENER
129 T-830
130 AIR COMPRESSORS
131, 132 B-841, B-842

FIGURE I-5
WEBSTER PLANT
FLOW DIAGRAM
PART 2



LEGEND

1 18" GRAVITY SEWER
2 15" FLOW EQUALIZATION RETURN
3 GARAGE
4 CONTROL BUILDING
5 FLOW EQUALIZATION TANK
6 T-645
7 FLOW EQUALIZATION TANKS
8, 9, 10, 11 T-641, T-642, T-643, T-644
12 AERATOR
13, 14, 15, 16 X-641, X-642, X-643, X-644
17 MIXER
18, 19 X-651, X-652
20, 21, 22 X-653, X-654, X-655
23 TANK DRAIN PUMP
24, 25 P-671, P-672
26 GRINDER
27 X-673
28 DUDLEY FLOW EQUALIZATION FACILITIES

FIGURE I-6

DUDLEY PLANT FLOW DIAGRAM

APPENDIX E

PUBLIC PARTICIPATION INFORMATION