

Intermunicipal Agreement

for Wastewater Services *between*

Town of Allenstown,
New Hampshire



Town of Pembroke,
New Hampshire



PREPARED BY:

Town of Allenstown,
New Hampshire
Sewer Department

Town of Pembroke,
New Hampshire
Sewer Department

2024

Approved by NH Attorney General Office

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INTERMUNICIPAL WASTEWATER AGREEMENT

THIS AGREEMENT, made and entered into this 20th, day of February, 2024, by and between the Town of Allenstown, New Hampshire, a municipal corporation in the State of New Hampshire, sometimes hereinafter referred to as "ALLENSTOWN" or "Town of Allenstown", by its Board of Sewer Commissioners, and the Town of Pembroke, New Hampshire, also a municipal corporation in the State of New Hampshire, sometimes hereinafter referred to as "PEMBROKE" or "Town of Pembroke", by its Board of Sewer Commissioners, duly authorized, for the purpose of providing wastewater treatment services to Pembroke by the Allenstown system, thereby serving the public health and welfare of the people of the State of New Hampshire and enhancing the water quality of the Merrimack River and its Tributaries.

WITNESSETH:

WHEREAS, the Town of Allenstown holds a National Pollutant Discharge Elimination System (NPDES) permit for the discharge of treated wastewater to the Merrimack River; and

WHEREAS, the Town of Allenstown, through its Board of Sewer Commissioners, operates and maintains wastewater facilities, hereinafter referred to as the Allenstown System; and

WHEREAS, it is deemed in the best interest of the Parties that Pembroke convey wastewater from their system to Allenstown's wastewater facility for treatment; and

WHEREAS, Allenstown has agreed with the applicable Federal and State Agencies to negotiate with Pembroke to receive, treat and dispose of wastewater from the Town of Pembroke through the Allenstown System in compliance with 40 CFR 35.2107; and

WHEREAS, Pembroke, through its Board of Sewer Commissioners, is authorized to negotiate and execute an agreement with the Town of Allenstown, as authorized by RSA 53-A and RSA 149-1:4, under which Allenstown will provide wastewater service to Pembroke; and

WHEREAS, Allenstown, through its Board of Sewer Commissioners, is authorized to negotiate and execute an agreement with the Town of Pembroke, as authorized by RSA 53-A and RSA 149-1:4 of the New Hampshire Statutes, under which Allenstown will provide wastewater service to Pembroke;

WHEREAS, Allenstown and Pembroke hereby agree that this Agreement shall supersede and supplant any prior agreements

NOW, THEREFORE, in consideration of the mutual undertakings, promises, benefits and agreements herein contained, Allenstown and Pembroke covenant and agree as follows:

ARTICLE I. - DEFINITIONS

As used in this Agreement, unless the context clearly indicates otherwise, the meaning of terms and abbreviations shall be as defined in APPENDIX A, attached hereto.

ARTICLE II. - OBLIGATIONS OF THE PARTIES

SECTION 2.01 - ALLENSTOWN TO PROVIDE WASTEWATER SERVICE

Allenstown agrees to provide wastewater service to Pembroke subject to the conditions hereinafter provided. Allenstown shall accept into its system, treat and discharge to the Merrimack River all wastewater received from the Town of Pembroke in accordance with municipal, state and federal regulations. The Allenstown Board of Sewer Commissioners shall have exclusive jurisdiction and control over the wastewater treatment facility and shall be responsible to Local, State and Federal authorities having jurisdiction over said facilities.

SECTION 2.02 - PEMBROKE TO PAY FOR SERVICE

In consideration of the wastewater service to be provided by Allenstown under the provisions of this Agreement, Pembroke agrees to pay all charges as provided for in Article IV of this Agreement and to comply with all other conditions of this Agreement.

SECTION 2.03-PEMBROKE'S FACILITIES

The Town of Pembroke shall provide such wastewater facilities to collect and convey the wastewater from the Town of Pembroke as may be required under this Agreement, to the point of discharge into the Allenstown System. The point of discharge is as delineated in section 4.01. Pembroke shall be responsible for land acquisition and for the design, construction, maintenance, repair and operation of all wastewater facilities within the geographic area of the Town of Pembroke and for sewerage in Allenstown used solely by Pembroke

SECTION 2.04 - LAWS AND ORDINANCES

Pembroke, 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 Pembroke and to wastewater characteristics, collection, treatment and disposal, as they apply to Pembroke's system and to Allenstown's system. Pembroke shall be liable to Allenstown for any damage caused to the Allenstown collection system or treatment facilities resulting from the violation of any such law, ordinance, rule, regulation, by-law, permit, or breach of this Agreement by Pembroke or any of its users.

Allenstown, 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 Allenstown and to wastewater characteristics, collection, treatment and disposal, as they apply to Allenstown's wastewater collection and treatment system. Allenstown shall be liable to Pembroke for any damage caused to the Pembroke System resulting from the

violation of any such law, ordinance, rule, regulation, by-law, permit, or breach of this Agreement by Allenstown or any of its users.

Allenstown shall adopt, and from time to time revise, a Sewer Use Ordinance (SUO) and Discharge Permit System (DPS) acceptable to the New Hampshire Department of Environmental Services (NHDES) and consistent with applicable United States Environmental Protection Agency (EPA) rules and regulations for the purpose of controlling wastewater discharges to and protecting its system. Pembroke shall adopt, and from time to time revise, a SUO and a DPS acceptable to the New Hampshire Department of Environmental Services (NHDES) and consistent with applicable EPA rules and regulations for the purpose of controlling wastewater discharges to and protecting its system and the Allenstown System. Pembroke's SUO and DPS shall be consistent with, and at least as stringent as, Allenstown's SUO and DPS. Allenstown and Pembroke shall each share with the other party any proposed changes to their SUO and DPS for review and comment.

SECTION 2.05 - INSPECTION

Allenstown shall have the right to inspect all sewers and wastewater facilities in the Town of Pembroke including, but not limited to: physical facilities, sampling records, financial records, and engineering records upon fourteen (14) days written notice. The period of written notice may be waived and inspection or sampling may proceed immediately upon written notice provided Allenstown demonstrates reason that hydraulic conditions or constituents originating from Pembroke's wastewater contribution are affecting the facility's ability to meet treatment criteria and limitations required.

Pembroke shall have the right to inspect all existing records, sewers and wastewater facilities in the Town of Allenstown including, but not limited to: physical facilities, flow data, sampling and analytical data, financial records pertaining to O&M Costs and Capital Costs, and engineering documents upon fourteen (14) days written notice.

SECTION 2.06 - LIABILITY INSURANCE

Pembroke shall procure and maintain during the term of this Agreement, such Liability Insurance as will protect Pembroke and Allenstown for claims for damages for injury to persons and damage to property which may arise from operations under this Agreement, whether such operations be by the Parties directly or by anyone directly or indirectly employed by either Allenstown or Pembroke, including independent contractors and their sub-contractors. Such insurance shall be as follows:

- A. Pembroke shall carry comprehensive general liability insurance with limits not less than \$1,000,000 per occurrence for bodily and personal injury and \$500,000 per occurrence for property damage subject to an annual aggregate limit of \$1,000,000. Such insurance shall cover all work, including operations, maintenance, repair and replacement performed under this contract, including but not limited to the following features:
 - 1. Contractual liability covering this contract and any other contracts pertaining to the operation of either the Allenstown or Pembroke wastewater systems.

2. Coverage for the so called "x, c, u" hazards, i.e., collapse of buildings, blasting, and damage to underground property.
 3. Include coverage for products and completed operations hazards.
 4. "Personal" injury coverage endorsement.
 5. Sudden and accidental pollution coverage.
- B. Pembroke shall carry workers compensation insurance including employers' liability insurance as provided by the New Hampshire Revised Statutes, RSA 31: 107, as amended, covering all work performed by Pembroke under this Agreement.
- C. Insurance similar to that required above shall be provided by or on behalf of all independent contractors and sub-contractors to cover their operations performed under this Agreement. Pembroke shall be held responsible for any modifications in these insurance requirements as they apply to its contractors and sub-contractors.
- D. Insurance Certificates
1. Insurance certificates evidencing the above are to be furnished on or before the effective date of this Agreement and shall provide for not less than thirty (30) days prior notice of any cancellation or major change in the policies. Pembroke's insurance certificates shall name the Town of Allentown and its Board of Sewer Commissioners as Additional Named Insureds.
 2. The Board of Sewer Commissioners of Allentown shall be furnished a copy of the policy or policies, including any endorsement required to provide stated coverage, prior to formal adoption and execution of this Agreement. No changes or alterations in the policies shall be made without the approval of both Boards of Sewer Commissioners. This same provision shall apply to independent contractors or others employed by the Parties to service, maintain, repair, or construct any portion of the disposal system prior to the commencement of such work.
- E. Allentown shall carry like and reciprocal insurance coverage of at least the amounts stipulated above.
- F. The insurance coverage amounts stipulated above may be revised from time to time as deemed appropriate or necessary based on recommendations or requirements from the Town of Allentown or regulatory agencies. Allentown and Pembroke shall each amend their insurance coverage to reflect any changes.

SECTION 2.07 - 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, terrorism, breakage or accidental damage 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 Pembroke of its obligation to make payment for wastewater entering the Allenstown System, and provided further, that the Allenstown Board of Sewer Commissioners shall assume full responsibility for maintaining service in the absence of the above happening and to maintain standards of treatment, as established by the New Hampshire Department of Environmental Services and the United States Environmental Protection Agency.

Pursuant to the requirements of the NPDES Permit, the Chief Operator/Superintendent of the Allenstown WWTF shall take whatever course of action deemed necessary and appropriate to protect the WWTF and maintain proper treatment of wastewater in an emergency or crisis. The decision of the Chief Operator/Superintendent of the Allenstown WWTF shall be determining.

ARTICLE III. - GENERAL PROVISIONS AND LIMITATIONS

SECTION 3.01 - LIMITATION ON CAPACITY, FLOW, AND WASTEWATER CHARACTERISTICS

The net wastewater flow, biochemical oxygen demand (BOD) and total suspended solids content (TSS) from Pembroke into the Allenstown System, has been subject to the following daily limitations:

Flow and Loadings Limitations Table 1

Flow(a)	682,500 gallons per day (GPD)
BOD(b)	1,423 pounds/day
TSS(c)	1,423 pounds/day

- a. Average daily flow including infiltration/inflow, based on average monthly flow for three consecutive months.
- b. Based on an average concentration of 250 milligrams/liter BOD based on average monthly BOD loading for three consecutive months.
- c. Based on an average concentration of 250 milligrams/liter TSS, based on average monthly TSS loading for three consecutive months.

The above flow and loadings limitations in Table 1 are proposed to be modified by the agreement presented herein in Appendix C. Subsequent additional modifications to the flow and loadings limitations in Table 1 may be made from time to time in the future by concurrence of

both parties and execution of an agreement similar to the form presented in Appendix C, signed by both parties. Subsequent "Appendix C" type Addenda shall supersede previous Addenda.

The parties mutually agree that Pembroke's share of the sewer capacity as provided by the Pembroke Year 2000 New Connection Flow Allocation reached its maximum allowed capacity for new connections as of April 13, 2023 and, consequently, no additional sewer connections can be made by Pembroke until an Addendum to this Agreement as outlined in Appendix C has been executed by both parties.

Allenstown has the right to preclude new sewer connections in Pembroke if Pembroke's flow, BOD or TSS loadings exceed the limitations in the Flow and Loading Limitations Table for three consecutive months. Allenstown shall provide written notification to Pembroke when flow, BOD or TSS loadings exceed 80% of these limitations for three consecutive months. Upon receipt of such an 80% letter, Pembroke shall submit a plan for reducing flows and/or loadings through infiltration/inflow reduction or otherwise. Should Allenstown receive an 80% letter from NHDES regarding overall plant flow, Pembroke shall comply with the requirements thereof.

The ratio of Pembroke's Flow Allocation (682,500 GPD) to the total plant flow capacity (1,500,000 GPD), the "Pembroke Flow Reserve Ratio", shall be 0.455.

Pembroke's Flow Allocation and Pembroke's Flow Reserve Ratio and Pembroke's BOD and TSS loading allocations shall remain constant until Pembroke's Flow Allocation and/or loading allocations are modified in accordance with an Addendum to this Agreement, agreed to and signed by both parties as outlined in Appendix C. The total average daily flow from new service connections in Pembroke shall be limited to the Pembroke Year 2000 New Connection Flow Allocation until such time as additional new flow is provided to Pembroke by such an Addendum to this Agreement as outlined in Appendix C (the "Pembroke New Connection Flow Allocation"). If Pembroke makes physical improvements to its wastewater collection system intended to reduce peak season I/I levels, and if flow monitoring completed by Pembroke after such improvements are completed document a reduction in peak season I/I levels as approved by NHDES, then Pembroke's authorization for new connections shall increase. For every 4 gallons per day of such reduction, the Pembroke Additional New Connection Flow Allocation shall be increased by 1 gallon per day, up to the maximum then-applicable Pembroke New Connection Flow Allocation. Further, any preclusion of new sewer connections then in effect in accordance with the provisions of this section shall be lifted to the extent that such peak season I/I reduction would result in compliance with Pembroke's limitations in the Flow and Loading Limitations Table for three consecutive months. Such a reduction in Pembroke's infiltration/inflow shall not change Pembroke's flow, BOD or TSS limitations then in effect.

It is further agreed that for as long as Pembroke continues to perform its contractual obligations hereunder, the preceding flow, BOD, and TSS are for the exclusive use of Pembroke and cannot be sold or used by Allenstown or any other regional community unless Pembroke agrees to sell or otherwise release some portion of its unused flow.

SECTION 3.02 - LIMITATIONS ON POLLUTANTS

Allenstown has enacted a Sewer Use Ordinance, which limits the discharge of certain pollutants into its system. That ordinance may be revised from time to time as provided in Paragraph 2.06 subject to review and approval by the NHDES. Pembroke shall be subject to Allenstown's Sewer

Use Ordinance and the limitations contained therein shall apply. If the limitations outlined in the Sewer Use Ordinance are revised, then the limitations of this paragraph shall be revised accordingly.

Pembroke shall also be subject to the limitations included in the National Pollutant Discharge Elimination System (NPDES) Permit issued to the Allenstown WWTF by the EPA. Industrial users in both Allenstown and Pembroke shall be permitted through the Industrial User Discharge Permit System and shall meet all applicable Federal, State, and Local limitations as a condition of the Industrial User Discharge Permit.

SECTION 3.03 WASTEWATER COLLECTION SYSTEMS

The limitations contained in Sections 3.01 and 3.02 herein are established to ensure that the size and capacity of the Allenstown System be and remain sufficient to serve the contemplated needs of Pembroke. After signing this Agreement and during its term, Pembroke shall notify the Allenstown Board of Sewer Commissioners of any and all proposed sewer construction and connections to Pembroke's System so that the Allenstown Board of Sewer Commissioners will be able to coordinate the operation and maintenance of the Allenstown System with the development of the Pembroke System.

With the exception of individual single family dwelling units not requiring a sewer extension, Pembroke shall submit copies of all Applications for Sewer Connection and Industrial Wastewater Indirect Discharge Requests to the Superintendent of the Allenstown WWTF for approval, prior to such applications being submitted to the NHDES for review or approval. Allenstown agrees that its review of such connections or extensions shall be completed in a timely fashion and that Allenstown's approval shall not be unreasonably withheld. Allenstown shall reply in writing with a decision or a request for additional information within thirty (30) days of the date on which such requests are submitted by Pembroke. Pembroke shall document that the estimated (not actual) flow allocation from each proposed new sewer connection calculated in accordance with Env Wq 704.03 is within the Pembroke New Connection Flow Allocation as may be provided in Appendix C. When the Pembroke New Connection Flow Allocation has been depleted, additional connection requests for new connections in Pembroke shall be denied until additional new connections are provided for Pembroke through an Addendum to this agreement as outlined in Appendix C. If Allenstown decides to retain consulting engineering assistance in reviewing average daily flow estimates submitted by Pembroke, Allenstown shall provide Pembroke with a cost estimate within thirty days of submittal to allow Pembroke the choice of charging developers, or paying itself, for Allenstown's external review cost.

Allenstown shall timely provide its signature on any suitable applications made by Pembroke to the NHDES. No such applications shall be submitted to NHDES by Pembroke for review and approval without the signature of Allenstown. Copies of all such submittals to and subsequent approvals by the NHDES shall be sent to the Allenstown Board of Sewer Commissioners for record keeping purposes.

Pembroke shall provide to Allenstown full information regarding processes and wastewater quality and quantity of any proposed discharge of industrial waste into the Pembroke sewerage system, as industrial waste is defined in RSA 485-A:2, to allow Pembroke, Allenstown and NHDES to determine if an Industrial Discharge Permit is required.

With respect to the connection of a new individual single family dwelling unit not requiring a sewer extension, Pembroke may approve and allow connection of such an individual unit without prior Allenstown approval as required by the paragraph above. Pembroke shall report any such new individual connections to Allenstown within thirty (30) days of making such a connection. Flow estimates for new individual single family dwelling units not requiring a sewer extension shall be on the basis of Env Wq 1008, Table 1008-1. The provision to forego prior approval of new connections for individual single family homes may be revoked at any time by Allenstown with 24 hours' notice if required reporting is untimely or if new connections are no longer available to Pembroke under the terms of this agreement.

SECTION 3.04 - DEFECTIVE FACILITIES

The proper maintenance of facilities is required to assure that the limitations outlined in sections 3.01 and 3.02 are not exceeded. If Pembroke's System tributary to the Allenstown System is found to be in defective condition and such condition materially and adversely affects the operation of the Allenstown System or causes Pembroke to exceed the limitations set forth in this Agreement, the Allenstown Sewer Use Ordinance, or the NPDES Permit for the Allenstown WWTF, then Allenstown shall notify Pembroke in writing of such defective condition and Pembroke shall correct such defective condition without delay. The expression "defective condition" as used herein, shall mean any condition that materially and adversely affects the operation of the Allenstown System or is in violation of any Local, State or Federal standard which causes the maximum limitations in the discharge of pollutants into the Allenstown System, as provided herein to be exceeded.

SECTION 3.05- PERMITS

The Town of Pembroke shall adopt and administer a discharge permit system for its users - no less stringent than that adopted and administered by the Town of Allenstown. No user shall be permitted to discharge new or increased flow to the Pembroke System that is tributary to the Allenstown System without first obtaining the required permit from the Town of Pembroke. No such permit will be issued by the Town of Pembroke until it determines the wastewater discharge shall comply with the requirements of all federal, state and local laws, sewer use ordinance, rules, regulations, by-laws, permits, agreements, and orders relating to water pollution control, to wastewater characteristics, collection, treatment and disposal; or that wastewater will not be adverse to either the Pembroke System or the Allenstown System. Pembroke shall not issue any permit to discharge new or increased wastewater flow into the Pembroke System without receiving prior written authorization from the Allenstown WWTF Chief Operator/ Superintendent, as described in Section 3.01. Copies of all permits so issued are to be maintained as a permanent record of Pembroke's system. A copy of all such permits issued and subsequent reporting information shall be provided to the Allenstown Board of Sewer Commissioners and the Chief Operator/Superintendent of the Allenstown WWTF for record keeping purposes.

SECTION 3.06 - HAULED WASTES

Allenstown shall be solely responsible for all Hauled Waste Processing Costs ("HWPC"). In turn, Allenstown shall be entitled to all revenues received, directly or indirectly, from Hauled Waste Processing.

The Chief Operator/Superintendent of the Allenstown WWTF shall have authority over the types of, volumes of, and manner by which Hauled Wastes may be accepted at the Allenstown WWTF and the times at which such wastes may be delivered to the WWTF.

SECTION 3.07 -TERM OF AGREEMENT; RENEWAL

The term of this Agreement shall be twenty (20) years from the date hereof. Every five (5) years the Town of Allenstown or the Town of Pembroke has the option to reopen negotiations regarding the amount of flow and loadings and actual usage and projections for undeveloped land. Upon mutual agreement of the parties regarding appropriate allocations, the parties agree that the Agreement shall be renewed for successive periods of five (5) years unless both parties mutually agree to terminate the Agreement. The intent of either party to terminate the Agreement shall be provided in writing to the other party at least five (5) years prior to the expiration of the original term of renewal thereof. Should the parties elect to terminate this Agreement prior to retirement of any bonds or debt issued for WWTF improvements, both Allenstown and Pembroke shall continue to be obligated to pay its respective share of the bond repayment until the bonds or debt are paid in full.

SECTION 3.08 - TERMINATION FOR BREACH OF AGREEMENT

In the event that Pembroke or Allenstown fails to comply with the terms or conditions of this Agreement, the other party shall give notice of said failure of compliance and the party in breach shall immediately and diligently proceed to cure the breach. If said party shall fail to respond with corrective methods or procedures to cure the breach within sixty (60) days after said notice, Allenstown or Pembroke, as the case may be, shall have the right to terminate the Agreement provided: (1) that said termination is for cause; (2) that said termination is approved by the regulatory agencies having jurisdiction; (3) that notice of the intent to terminate by one party was sent in writing by certified mail to the other party in accordance with the requirements of Section 3.07 above; and (4) that Pembroke will pay the balance of its share of any remaining bonds or debt incurred for improvements to the WWTF. Nothing herein shall be construed as limiting the right of either party to proceed against the other at law or in equity to specifically enforce all provisions of the Agreement. In the event Allenstown elects to terminate the Agreement, Allenstown by any lawful means at its command, may take action to terminate continued introduction of wastewater into the Allenstown System from Pembroke. Until Pembroke's wastewater discharge to Allenstown has been completely terminated, Pembroke shall be required to pay all wastewater charges as provided for in Article IV of this Agreement.

ARTICLE IV. - COSTS AND CHARGES

SECTION 4.01 - BASIC PREMISES

Basic premises regarding the intent of this Agreement are:

- A. Pembroke shall pay the total cost of those facilities within Pembroke that are solely for Pembroke's use, including all wastewater facilities upstream of Sewer Manhole (SMH) A.1.1.

- B. Pembroke shall pay for all of those facilities within Allenstown that are for Pembroke's exclusive use, including sewers and manholes from SMH A.1.1 to SMH A.4 .
- C. Pembroke shall pay its proportionate share of the cost of the facilities in Allenstown that are in part for the benefit of Pembroke, including sewers and manholes from SMH A.4 to SMH A. 7 .1.
- D. Allenstown shall pay the total cost of those facilities within Allenstown that are solely for Allenstown's use.
- E. If or when the Allenstown WWTF is expanded or modified in future years, each Town shall pay its proportional share of the Capital Costs of such expansion or modification.
- F. Annual costs for Allenstown WWTF operations, maintenance, repair and replacement shall be shared equitably by the Towns based on actual flow and loadings.

SECTION 4.02 -AUTHORIZATIONS AND ENACTMENTS

The Town of Pembroke shall enact all ordinances, rules, regulations, by-laws and agreements that are necessary to ensure compliance with the provisions of this Agreement and ensure that an agency of the Town of Pembroke has been authorized and empowered to collect sufficient funds to be paid by the Town of Pembroke under the terms, conditions, and provisions of this Agreement.

SECTION 4.03 - CAPITAL COSTS

Future Capital Costs are all costs incurred due to the modification and/or expansion of the Allenstown WWTF or shared collection system components for which Allenstown in its sole discretion decides to implement. Capital Costs may be expensed in an individual annual operating budget or across multiple annual budgets at the sole discretion of the Allenstown Sewer Commission. Capital Costs across multiple annual budgets may be funded through the incurrence of debt through the issuance of bonds or notes or by distributing portions of the Capital Costs across multiple annual budgets. The term "Capital Cost" includes all costs for planning, engineering, land acquisition, legal, financing, administration and construction of a facility and/or modifications thereto.

The local share, exclusive of Federal and State grants, of all future Capital Costs shall be allocated to Pembroke in proportion to the flow, BOD and TSS loading design capacities Pembroke has reserved, or intends to reserve, in Allenstown's wastewater treatment plant, interceptors and pumping stations, hereinafter referred to as "Pembroke's Share". Capital Costs attributable solely to Hauled Waste, or to wastewater from municipal sewerage systems other than Allenstown and Pembroke that are not connected to the Allenstown sewerage system as of 2024, shall not be included in the calculation of Pembroke's Share.

If Allenstown proposes to incur Capital Costs, Allenstown shall prepare cost estimates for each component of the project attributing all project costs reasonably and proportionally to non-solids handling WWTF project costs and solids handling project costs. Pembroke's share of non-solids handling WWTF costs shall be the average of Pembroke's flow, BOD and TSS Capacity Reserve

Ratios as indicated in the then-current Appendix C times the non-solids handling WWTF total project costs. Pembroke's share of solids handling project costs shall be Pembroke's proportional share of actual waste activated sludge TSS loadings to actual facility total solids handling loadings times the solids handling total project costs. The sum of Pembroke's share of non-solids handling and solids handling Capital Costs, divided by the total Capital Cost, "Pembroke's Capital Cost Ratio", shall be used to calculate Pembroke's annual capital payments due to Allenstown.

Pembroke's Capital Cost Payment on an annual basis for financed Capital Costs shall be equivalent to Pembroke's Capital Cost Ratio times total annual principal and interest payments made by Allenstown.

In the event that State or Federal grants are utilized in financing of Capital Costs, and if payment of such grant funds lags actual principal and interest payments, the parties shall make appropriate arrangements for the timely payment of Pembroke's share of principal and interest payments, and for the subsequent re-payment to Pembroke of Pembroke's share of State or Federal grants subsequently received.

Allenstown reserves the exclusive right to make decisions regarding facility upgrades, whether or not such upgrades entail an increase in facility capacity, and whether or not Allenstown chooses to expense or finance such costs. If the Allenstown Board of Sewer Commissioners votes to implement facility modifications or an upgrade, to approve incurring Capital Cost, and/or to issue bonds or notes, Pembroke's Capital Cost Payment of the annual principal and interest cost of those bonds and notes shall be paid by Pembroke in annual user charges as provided in section 4.04. If such a modification or upgrade entails a facility capacity increase, the Parties shall agree in writing upon allocation of that capacity increase through modification of the Pembroke Flow Allocation and the Pembroke Flow, BOD and TSS Reserve Ratios evidenced by a modification to Appendix C agreed to in writing signed by all parties.

Unless Allenstown is required to incur Capital Costs in an emergency, Allenstown shall provide written notice to Pembroke at least six (6) months prior to incurring Capital Costs, with information provided on proposed improvements, estimated operating budget impacts, estimated Capital Costs and estimated increases to Pembroke's monthly charges in the next annual budget.

Allenstown shall prepare and periodically revise a Capital Improvement Plan providing anticipated expenses within the next five years for wastewater facility major repair and replacement for which Allenstown may choose to incur Capital Costs or to expense in annual O&M budgets, to allow Pembroke to anticipate future Capital Costs and/or user charge impacts. Allenstown shall provide Pembroke updated estimates of planned Capital Costs by November 1 for Capital Costs planned to be incurred in the next calendar year to allow for Pembroke to update an annual budget or prepare for the subsequent year Town Meeting. Allenstown reserves the right to expense the Allenstown share of facility upgrades and major equipment replacement out of capital reserves or annual O&M budgets in the future rather than to finance such projects, regardless of project magnitude.

SECTION 4.04- OPERATION AND MAINTENANCE COST AND CAPITAL COST PAYMENTS

Operation and Maintenance (O & M) Costs are all costs incurred to provide continuous treatment service, which include, but are not limited to, such items as labor (including all benefits and related costs), utilities, chemicals, supplies, replacement of equipment and parts, engineering and other costs in accordance with the definition in APPENDIX A and the further detail provided in Appendix B.

Allenstown shall maintain records attributing all O&M Costs to Allenstown's wastewater, Pembroke's wastewater, and hauled wastewater. All O&M costs attributable solely to portions of Allenstown's collection system that is not shared with Pembroke shall be assigned solely to Allenstown, and shall not be assigned to Pembroke. All O&M costs exclusively attributable to hauled wastewater shall also be assigned to Allenstown, and shall not be assigned to Pembroke. All O&M costs of facilities utilized by Pembroke shall be reasonably and proportionately assigned to Pembroke's wastewater, Allenstown's wastewater, and Hauled wastewater based on actual flow, pounds of BOD and pounds of TSS. Pembroke's share of O&M costs shall be calculated as the average of the ratios of Pembroke's flow, BOD and TSS loadings to the total WWTF influent flow, BOD and TSS loading, respectively. The total facility influent flow and loadings shall include Allenstown's wastewater, Pembroke's wastewater and WWTF pressate, which includes liquids from hauled wastewater and from waste activated sludge generated from the dewatering process.

If revenue is generated by the Allenstown WWTF in the manner described in 40CFR35.2140(f), such revenue shall be shared by Allenstown and Pembroke in the same proportion as O&M Costs. Pembroke's flow and loading proportional share of such revenue, if any, shall be used to offset Pembroke's O&M Costs. If revenue is generated solely due to the processing of Hauled Waste in the manner described in 40CFR35.2140(f), such revenue shall accrue to the Town of Allenstown, exclusively.

Pembroke shall pay a monthly user charge, one component of which shall be to pay for its share of O&M Costs.

If Allenstown has incurred Capital Costs and has issued bonds or notes, Pembroke's monthly user charge shall also include a payment to Allenstown for Pembroke's Share of Capital Costs. Pembroke's annual Capital Cost Payment as defined in Section 4.03 shall be divided by 12, and that amount shall be added to Pembroke's monthly O&M Cost user charge.

In each calendar year, both Pembroke and Allenstown shall each maintain an Emergency Repair and Replacement Reserve Fund of no less than \$250,000 to be used in the event that major equipment repair and replacement costs that exceed the total annual O&M budget are necessary. Pembroke's share of such repair and replacement costs shall be calculated in the same fashion as Pembroke's share of O&M Costs.

SECTION 4.05- MONITORING DEVICES

Allenstown shall oversee and coordinate Pembroke's flow monitoring, sampling and analysis. Pembroke shall continue to assume full responsibility for the ongoing costs, operation and maintenance, including sampling equipment and analytical costs, and recording of flow data and

maintenance of flow records, of the Bridge Street metering station located in Pembroke. Pembroke sampling shall occur on the same day and at the same times as sampling by Allenstown at the wastewater treatment facility. Sampling and analysis shall be by a qualified independent third party, who shall be acceptable to, and who shall coordinate sampling and analysis with Allenstown. Allenstown shall be provided opportunity to observe sampling upon request. Pembroke shall retain a contractor acceptable to Allenstown to calibrate Pembroke's flow meter twice annually at a minimum.

SECTION 4.06 - MONITORING PROCEDURES

Wastewater flow from Pembroke into the Allenstown System shall be continuously metered and recorded by the Town of Pembroke. Pembroke shall provide accessibility to its flow monitoring equipment to Allenstown, including, but not limited to, downloading data logs and meter setup parameters. Biochemical Oxygen Demand (BOD) and Total Suspended Solids (TSS) content shall be determined by systematic periodic composite sampling by the Town of Pembroke to an extent that will permit calculation of an average monthly determination of the value of the Biochemical Oxygen Demand and Suspended Solids.

If, during any period, the metering device(s) becomes inoperative or malfunctions, Pembroke agrees to accept a projection of past wastewater flow history for flow and loading calculation purposes.

SECTION 4.07 - BUDGETING, USER CHARGES AND BILLINGS

Pembroke's user charges paid to Allenstown shall be based on measured wastewater loadings for O&M costs, and flow reserve ratios for capital costs, as described in Sections 4.03 and 4.04 herein. The billings to Pembroke shall include Pembroke's proportionate share for use of Allenstown's collection system as well as the wastewater treatment facility.

Allenstown shall prepare a projected annual budget for operation, maintenance, repair and replacement costs of the WWTF, including pump stations and sewers utilized by Pembroke, for the next fiscal year. The total annual budgeted Pembroke Share of O&M Cost shall be calculated as defined in Section 4.04. The projected annual budget for Pembroke shall also include principal and interest payments on Capital Costs due, or budgeted cash expenditures for capital costs, in the upcoming calendar year, and a calculation of Pembroke's Share. Pembroke's total annual budget shall consist of the Pembroke Share of O&M Costs and Pembroke's Share of Capital Costs. Pembroke's total annual budget shall be divided by 12 to determine Pembroke's equal monthly payments to be made to Allenstown.

The projected budget used for calculating the monthly Pembroke Share of O&M Cost and Pembroke's Share of Capital Costs shall be the budget approved by the Allenstown Sewer Commission. The Allenstown Sewer Commission shall submit the projected budget to the Pembroke Sewer Commission on or before November 1 of each calendar year for budgeting purposes.

Pembroke's equal monthly payments shall be made to the order of the Allenstown Sewer Commission, mailed to the Allenstown Sewer Commission office.

The monthly payment by Pembroke is due on or before the first of the month for which the payment applies. For example, the payment for June is due on or by June 1st. If Allenstown does not receive the monthly payment by the 15th of the month for which it is due, interest shall accrue on the overdue payment at the rate of eighteen (18) percent per annum until paid in full.

After the end of each budget year, Allenstown shall recalculate total payments due from Pembroke based on Pembroke's share of actual O&M Costs based on Pembroke's actual share of flow and BOD and TSS loadings to actual total plant flow and loadings, and Pembroke's share of reconciled Capital Costs for completed projects. If the amount paid by Pembroke exceeded Pembroke's share of the actual costs due to variations in the actual flows and loadings from those projected in Pembroke's budget, thus resulting in an overpayment for the year by Pembroke, then Allenstown shall reimburse Pembroke for the difference. If, however, Pembroke's share of the actual costs exceeds the amount paid by Pembroke, resulting in an underpayment for the year by Pembroke, based on the actual costs and actual flows and loadings, Pembroke shall reimburse Allenstown for the difference. Actual O&M expenses are reconciled as described above annually. Capital Costs incurred over multiple years shall be reconciled upon project completion when all actual Capital Costs are known. Unexpended budgeted Capital Costs shall be encumbered and carried over from year to year by Allenstown until project completion and reconciliation. Non-lapsing unexpended O&M costs may at the exclusive option of Allenstown be carried over from year to year until expended.

SECTION 4.08 - RECORDS INSPECTION

As provided in Section 2.05, the Allenstown Sewer Commission or the Pembroke Sewer Commission may inspect, review and copy any and all records maintained by one another which relate to costs, rates, or charges under this Agreement

ARTICLE V. -ADMINISTRATION

SECTION 5.01 - SEWER COMMISSION MEETINGS

The Pembroke Board of Sewer Commissioners, or its authorized representatives, may attend any public meeting of the Allenstown Board of Sewer Commissioners and may request inclusion of a specific agenda item at least three (3) business days prior to the scheduled meeting, subject to the approval of the Chair of the Allenstown Board of Sewer Commissioners.

ARTICLE VI. - UNIFORM PROVISIONS

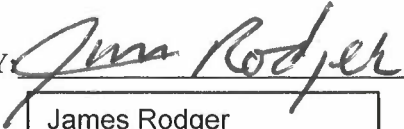
The parties hereto believe they have negotiated fairly an Agreement, which allocates the benefits and costs of their respective water pollution abatement programs on an equitable basis. This Agreement represents the entirety of the agreement between the two parties and all previous contracts, agreements, and mutual understanding are hereby superseded.

IN WITNESS WHEREOF, the parties to this Agreement have caused this instrument to be signed by their duly authorized representatives in three (3) duplicate copies on the day indicated.

TOWN OF ALLENSTOWN BOARD
OF SEWER COMMISSIONERS

BY: 

Alan Turcotte

BY: 


James Rodger

BY: _____

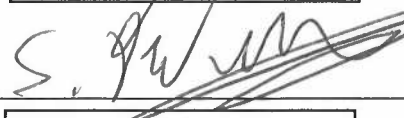
David Bouffard

February 20, 2024
DATE
Initials: AT AT JR JR DB _____


TOWN OF PEMBROKE BOARD
OF SEWER COMMISSIONERS

BY: 

Jules Pellerin

BY: 

S. Daniel Mattingly

BY: 

Paulette Malo

February 20, 2024
DATE
Initials: AP AP DM DM PM PM AM AM

APPENDIX A DEFINITIONS AND ABBREVIATIONS

1. ADF- Average Daily Flow of wastewater
2. ALLENSTOWN SYSTEM - The system of sewers, pumping stations and wastewater treatment facility components through which wastewater from Allentown, or from both Allentown and Pembroke, flows
3. BOD - denotes BIOCHEMICAL OXYGEN DEMAND - which means the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedures as determined by Standard Methods.
4. CAPITAL COST - The expenditure required to modify or upgrade existing wastewater facilities or implement/construct new facilities including the cost for planning, engineering, land acquisition, legal, financing, administration, and construction that are proposed to be implemented by the Allentown Sewer Commission.
5. COLLECTION SYSTEM - A system of pipes and pumping stations that convey wastewater.
6. HAULED WASTE - All wastewater or septage that is delivered to the Allentown WWTF by truck.
7. INDUSTRIAL WASTEWATER- Wastewater discharged from industrial processes or in which industrial wastes predominate.
8. INFILTRATION/INFLOW (1/1)- Extraneous water that enters the sewer system from the ground through various means (such as cracked or broken pipes), and storm water from rainfall that enters the sewer system from sources such as roof leaders, foundation drains, catch basins, storm sewers, and similar sources.
9. INTERCEPTOR- shall mean the main pipe or conduit, manholes and other structures and equipment appurtenant thereto, which connects a series of sewers to the Wastewater Treatment Facilities.
10. LOADINGS (average, BOD and TSS) - shall mean monthly average loadings in pounds per day calculated as BOD or TSS concentration at the flow measured on that day, averaged over the number of days tested in that month.
11. MGD - Wastewater flow in million gallons per day.
12. mg/l- Concentration in milligrams per liter (equivalent to parts per million).
13. NHDES-New Hampshire Department of Environmental Services

14. Operation and Maintenance: Activities required to assure the dependable and economical function of the wastewater treatment works through operation, maintenance, repair or replacement as described below.
- (a) Maintenance: Preservation of the functional integrity and efficiency of equipment and structures. This includes preventive maintenance, corrective maintenance, and replacement of equipment. (Reference: Code of Federal Regulations, 40 CFR § 35.2005 (b)(30)).
 - (b) Operation: Control of the unit processes and equipment which make up the treatment works. This includes financial and personnel management, records, laboratory control, process control, safety, engineering, and emergency operation planning.
 - (c) Repair and Replacement: Obtaining and installing equipment, accessories, or appurtenances which are necessary during the design or useful life (Reference: Code of Federal Regulations, 40 CFR § 35.2005 (b)(50)), whichever is longer, of the treatment works to maintain the capacity and performance for which such works were designed and constructed. (Reference: Code of Federal Regulations, 40 CFR § 35.2005 (b) (36)). Replacement may include engineering and construction that Allenstown chooses to expense.
15. PEMBROKE SYSTEM-All components of the wastewater collection system serving Pembroke including gravity sewers in Allenstown that solely transport Pembroke wastewater.
16. SEPTIC WASTES OR SEPTAGE- shall mean the material pumped from septic tanks.
17. HAULED WASTE PROCESSING COSTS ("HWPC")- shall mean all costs solely associated with the storage, hauling, handling, pumping, composting, testing, treatment, disposal, processing, or dewatering of HAULED Waste including any costs for the replacement, repair, rebuilding, maintenance, relocation, cleaning, upgrade, operation, modification and/or expansion of any facilities or equipment used solely in Hauled Waste Processing.
18. HAULED WASTE PROCESSING- shall mean the storage, hauling, handling, pumping, composting, treatment, testing, processing, or dewatering of septage waste, including the sale, storage, hauling, spreading and/or disposal of any processed septage components, composted materials, or any other processing waste or bi- product.
19. PEMBROKE YEAR 2000 NEW CONNECTION FLOW ALLOCATION-shall mean the amount of flow (98,000 gallons per day (gpd)) allocated to the Town of Pembroke by NHDES for new connections after May 2000, as per its letter dated April 19, 2002, based upon remaining capacity of the original design capacity of the Allenstown wastewater treatment facility of 1.052 million gallons per day (mgd) and Pembroke's original share of that capacity of 682,500 gpd. The estimated average daily flow from each new connection reported by Pembroke to Allenstown was accounted for between 2000 and 2023. The Pembroke Year 2000 New Connection Flow Allocation of 98,000 gpd was completely utilized by new connections in Pembroke as of April 23, 2023, after which continued new connections in Pembroke were not permitted by Allenstown pending modification of the Intermunicipal Agreement.

20. PEMBROKE NEW CONNECTION FLOW ALLOCATION- shall mean the amount of flow (150,000 gpd starting in 2024) for new connections allocated to the Town of Pembroke by means of an Addendum Modifying Pembroke's Flow and Loadings Allocation and Pembroke's Flow Reserve Ratio presented in Appendix C of this Intermunicipal Agreement. This amount of flow is granted to Pembroke in recognition of Pembroke's payment for its share of the cost of facility expansion completed in 2012 increasing Pembroke's share of capacity from 682,500 gpd to 832,500 gpd by the Addendum presented in Appendix C. The estimated daily flow from each new connection reported by Pembroke to Allenstown after the date of the execution of the Addendum to this agreement will be accounted for by Allenstown in accordance with the flow estimating procedures outlined in this agreement until such time as the Pembroke New Connection Flow Allocation of 150,000 gpd is completely utilized. After that time, new connections in Pembroke will not be permitted until a subsequent addendum is executed providing additional capacity for new connections in Pembroke.
21. SEWER-shall mean the main pipe or conduit, manholes and other structures and equipment appurtenant thereto provided to carry sewage, industrial wastes, stormwater, cooling water or similar wastes, subject in each case to the purposes and limitations imposed upon the particular pipe or conduit.
22. SEWER USE ORDINANCE- a by-law regulating the use of public sewers and drains, public sewage disposal; the installation and connection of building sewers and garbage disposal units; the discharge of water and wastewaters into the Wastewater Facilities; and providing penalties for violations thereof.
23. SHALL is mandatory; MAY is permissive.
24. STANDARD METHODS- shall mean the latest edition of "Standard Methods for Examination of Water and Wastewater," as published by the American Public Health Association.
25. SUSPENDED SOLIDS - shall mean the solids that either float on the surface of, or are in suspension in wastewater and which are largely removable by laboratory filtering, as determined by Standard Methods.
26. WWTF-Wastewater Treatment Facility
27. WASTEWATER- The spent water of a community. Spent water may be a combination of the liquid wastes from residences, commercial, industrial plants, and institutions, together with any groundwater, surface water and stormwater that may be present.
28. WASTEWATER CONNECTION PERMIT- The permit issued by the New Hampshire Department of Environmental Services (NHDES) for approval to extend sewer service as a result of the Application for Sewer Connection, or the permit issued by Pembroke to any new user to connect to the Pembroke System.
29. WASTEWATER FACILITIES- The structures, equipment, and processes required to collect, transport, treat wastewater and dispose of the effluent.

30. WASTEWATER SERVICE- The act of collecting and treating wastewater prior to its discharge to the Merrimack River.
31. WASTEWATER TREATMENT- The processing of wastewater using biological, chemical, and/or physical means to remove pollutants, microorganisms, solids, and other objectionable materials and characteristics to such a state of quality that it is deemed acceptable for discharge to the environment by the regulatory authority having jurisdiction over such discharge

The following abbreviations are or may be used in the formulas shown in Appendix B.

1. BOD- shall mean Biochemical Oxygen Demand of the wastewater.
2. O & M - shall mean Operation, Maintenance, Repair and Replacement
3. TSS - shall mean Total Suspended Solids of the wastewater.
4. WWTF- shall mean Wastewater Treatment Facility.

APPENDIX B
O&MCOSTS

For the purposes of this Agreement and the procedures outlined in this Appendix B, operation, maintenance, repair and replacement costs shall refer to expenditures required for the on-going day-to-day operation of the WWTF including, but not necessarily limited to:

1. Labor charges (rates) shall be based on the actual rate(s), including benefits, for the specific employee(s) performing the work. For overtime charges caused by the WWTF, the WWTF will pay the overtime. If the Allentown and/or Pembroke collection system causes the overtime, the Allentown and/or Pembroke Sewer Commission shall pay the overtime.
2. Power and electrical costs.
3. Fuel costs.
4. Other utility costs related to WWTF operation.
5. Chemicals.
6. Sludge disposal
7. Odor Control
8. Laboratory testing and laboratory services required or related to operation of the WWTF.
9. Maintenance supplies and materials.
10. Replacement of tools and equipment.
11. Insurance costs.
12. Expenditures not involving expansion of the WWTF.
13. Routine replacement parts for WWTF equipment.
14. Emergency replacement items (such as a pump or pump motor, screen, aerator, clarifier mechanism, filter press, or any other component that requires replacement)).
15. Construction of improvements and/or alteration of equipment or facilities at the WWTF to improve operation performance or efficiency of the WWTF.
16. Construction of improvements and/or alteration of equipment or facilities at the WWTF to upgrade/improve the quality of the effluent without expanding the capacity of the WWTF.

17. Outside services for repair or replacement work at the WWTF as necessary for the continued proper functioning and operation of the WWTF.
18. Engineering and consulting services related to the operation, upgrade and performance of the WWTF.
19. Purchase, repair, upgrade or replacement of computer equipment and related equipment as needed for monitoring or reporting of WWTF operations and performance.
20. Such other items of expense as are reasonably related to the proper functioning, operation, maintenance or repair of the WWTF.
21. Interest or carrying charges necessary, related and/or incident to any of the foregoing items.

Repairs, maintenance, and costs for WWTF vehicles for WWTF business shall be considered a WWTF operation & maintenance expense and paid as such.

The cost of operation, maintenance, repair or replacement shall not include expenditures made for improvements, maintenance, repairs or replacement of the Allenstown wastewater collection system unless the expenditure is on a portion of the Allenstown collection system conveying and required to convey wastewater flow from Pembroke to the WWTF in Allenstown.

APPENDIX C
ADDENDUM MODIFYING PEMBROKE'S FLOW and LOADINGS ALLOCATIONS
and PEMBROKE'S FLOW RESERVE RATIO

WHEREAS, as contemplated under Section 3.01 of the Intermunicipal Agreement for Wastewater Services between The Town of Allenstown, New Hampshire and The Town of Pembroke, New Hampshire executed on the 20th, day of February, 2024, Appendix C may, from time to time, be amended by agreement of all parties; and

WHEREAS, both parties intend that the first such amendment be made at the same time as the execution of said Intermunicipal Agreement;

NOW, THEREFORE, in consideration of the mutual undertaking, promises, benefits and agreement herein contained, Allenstown and Pembroke covenant and agree as follows;

On DATE, 2024, and in recognition of the payment by Pembroke to Allenstown of \$450,000, the Pembroke Board of Sewer Commissioners and the Allenstown Board of Sewer Commissioners, in recognition of the simultaneous execution by both parties of this Appendix C Addendum and the said Intermunicipal Agreement, hereby agree that Pembroke's Flow Allocation, Pembroke's New Flow Allocation, and Pembroke's Flow Reserve Ratio, each as presented in Section 3.01 of said Agreement, are hereby modified as indicated in Table 1 below.

Table 1. Revisions to Flow and Loadings Limitations

	Current	New
WWTF Flow Capacity, Avg. Daily Flow	1,500,000 GPD	1,500,000 GPD
WWTF BOD Capacity (lb/day)	3,127.5 lb/day	3,127.5 lb/day
WWTF TSS Capacity (lb/day)	3,127.5 lb/day	3,127.5 lb/day
Pembroke's Flow Allocation, GPD	682,500 GPD	832,500 GPD
Pembroke's New Flow Connection Flow Allocation GPD*	0 GPD	150,000 GPD
Pembroke's BOD Allocation (lb/day)	1,423 lb/day	1,736 lb/day
Pembroke's TSS Allocation (lb/day)	1,423 lb/day	1,736 lb/day
Pembroke's Flow Reserve Ratio	0.455	0.555
Pembroke's BOD Reserve Ratio	0.455	0.555
Pembroke's TSS Reserve Ratio	0.455	0.555

*After the date of this Addendum, Pembroke shall be entitled to request approval from Allenstown to connect new users to the Pembroke sewer system tributary to the Allenstown Wastewater Treatment Facility up to a total average daily flow of 150,000 gpd. New connection approvals by Allenstown shall be on the basis of estimated potential (not actual) flow, in accordance with the definition of Pembroke's new connection flow allocation in Appendix A and the provisions outlined in Section 3.03. When Allenstown has approved new connection requests by Pembroke totaling 150,000 gpd, no additional approvals shall be issued by Allenstown and Pembroke shall cease allowing any additional new connections to its sewer system.


PARTIAL REDUCTION OF SEWER SERVICE AREA- During the term of the agreement, if Pembroke wishes to reconnect a portion of its sewer service area served by the Allenstown WWTF as of 2024 to an alternative wastewater treatment facility, Pembroke shall provide at least three years' written notice to Allenstown and shall pay its proportionate share of any outstanding bond repayments to Allenstown, in accordance with the terms of this agreement. In the event that Pembroke constructs such partial reductions of sewer service area, by virtue of diversion to an alternate treatment facility at any time after said reduction and subject to the terms of this agreement, Allenstown at its sole option shall have the right, but not the obligation, to repurchase up to 150,000 gpd of said diverted capacity at the unit price paid by Pembroke in 2024 for that capacity (\$2.80 per gpd) with reduction in Pembroke's Flow and Loadings Allocation and Pembroke's Flow and Loadings Reserve Ratios equivalent to the amount of capacity repurchased by Allenstown, which will effect a proportionate reduction in Pembroke's operating costs and future capital or bond obligations that are properly attributed to the capacity repurchases by Allenstown in accordance with the terms of this Agreement.

IN WITNESS WHEREOF, the parties to this Agreement have caused this amendment to be signed by their duly authorized representatives in three (3) duplicate copies on the day indicated.

**TOWN OF ALLENSTOWN BOARD
OF SEWER COMMISSIONERS**

BY: 

Alan Turcotte

BY: 

James Rodger

BY: _____

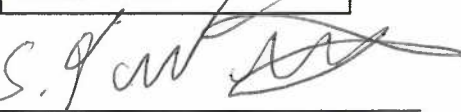
David Bouffard

February 20, 2024
DATE
Initials: AT AT JR JR DB _____

**TOWN OF PEMBROKE BOARD
OF SEWER COMMISSIONERS**

BY: 

Jules Pellerin

BY: 

S. Daniel Mattingly

BY: 

Paulette Malo

February 20, 2024
DATE
Initials: AP AP DM DM PM PM