

INTERMUNICIPAL AGREEMENT
FOR THE OPERATION OF
A SALT BRINE PRODUCTION SYSTEM

THIS AGREEMENT is entered into by the Town of Templeton, MA, a corporate body politic, acting by and through its Select Board (“Templeton”) and the Town of Hubbardston, MA, a corporate body politic, acting by and through its Select Board (“Hubbardston”) and the Town of Winchendon, MA, a corporate body politic, acting by and through its Board of Selectmen (“Winchendon”) (each a “Party” and collectively, the “Parties”), which execute this Intermunicipal Agreement (the “Agreement”) as follows:

WHEREAS, G.L. c. 40, § 4A, as amended, allows the Chief Executive Officer of a city or town, or a board, committee, or officer authorized by law to execute a contract in the name of a governmental unit to enter into agreements with one or more other cities, towns or governmental units to perform jointly activities or undertakings which any one of them is authorized by law to perform;

WHEREAS, G.L. c. 40, § 4A, as amended, sets forth requirements for and parameters of such intermunicipal agreements;

WHEREAS, Templeton, Hubbardston and Winchendon are in need of a salt brine production system to produce and provide salt brine for use in winter deicing operations to provide for the public safety and welfare; and

WHEREAS, Templeton has the capability to host a salt brine production system to produce and provide salt brine;

NOW, THEREFORE, the Parties, in consideration of the covenants and mutual premises contained herein, hereby agree as follows:

1. TERM AND TERMINATION

1.1 **Effective Date.** This agreement shall take effect on August 1, 2023 and shall continue in effect until June 30, 2026 unless extended or unless otherwise terminated as provided for herein.

1.2 **Renewal.** Following the conclusion of the initial term, this Agreement will automatically renew each July 1, unless notification is given by any member town or the agreement is otherwise terminated as provided below. In no case shall the Agreement continue for more than twenty-five (25) years.

1.3 **Termination.** Each Party may terminate its participation in the Agreement upon 120 days’ written notice to each other Party. Notwithstanding notice of termination, the Parties shall remain bound to and liable for all responsibilities set forth herein until the effective date of such

termination. A terminating Party shall not be entitled to a refund of any funds contributed under this Agreement. This Agreement shall continue in force as to the remaining Parties.

2. OPERATIONS AND COSTS

2.1 Purchase and Installation. Templeton shall be the lead municipality. The Parties shall jointly undertake the purchase and installation of the Brine Master 3000 equipment with a transfer tank system (the "System"). The Parties shall jointly acquire the System and each Party shall pay an equal share of the acquisition cost and the cost to insure the System. Templeton shall be responsible for coordinate the purchase and the other Parties agree to cooperate with requests for assistance or information from Templeton to ensure the efficiency of the purchase and installation.

2.2 Procurement and Maintenance of Individual Tanks. Templeton shall store and maintain the System. Each Party shall be responsible for individually procuring, insuring, and maintaining its own tanks for brine storage. These tanks will be securely stored on-site at the Templeton Department of Public Works, ensuring convenient access and centralized management.

2.3 Division of Electrical Power. The cost of the electrical power required to operate the System shall be divided equally among the Parties. This ensures a fair distribution of power costs and shared responsibility for the operation of the system.

2.4 Cost Sharing for Piping Manifold and Meters. The cost of the piping manifold, which interconnects the three tanks, will be shared equally among the Parties and will be included in the purchase cost. A master meter will be installed prior to the three tanks to monitor the total amount of brine produced by the system. Individual meters will be installed prior to each tank's fill point to accurately track the quantity generated by each of the Parties. The cost of meter installation shall be shared equally among the Parties and shall be included in the purchase cost.

2.5 Quantity of Brine Consumption. During the term of this MOU, Host will invoice each other Party on a monthly basis for the quantity of brine consumed by its respective municipality. Host will also create a record of its own quantity of brine consumed. The amount of brine used will be determined based on actual usage data.

2.6 Annual Cost Determination. Annually, the Public Works Directors from the three Parties will mutually determine the seasonal cost of salt brine production. The cost calculation will take into account the cost of water and the cost of salt per ton.

2.7 Initial Payment. Upon execution of the Agreement, each Party shall contribute an initial payment of \$2,000 to the Templeton Department of Public Works, which shall be used to pay for initial expenses associated with the System. These funds shall not be counted towards each Party's portion of the cost to acquire the System.

2.8 Monthly Payments. Each Party will make monthly payments to Templeton based on the actual amount of salt brine product used during the past month.

2.9 Annual Maintenance Fee. After the first year, an annual maintenance fee will be implemented to cover the expenses associated with the regular maintenance and repairs of the Equipment throughout the year. The fee shall be determined by the Director of Public Services based on the projected maintenance costs and shall be divided equally among the Parties. A Party's failure to approve the fee shall constitute notice of termination pursuant to Section 1.2, which may be revoked by that Party prior to the termination date if all Parties reach a separate agreement concerning the annual maintenance fee. If Parties do not reach an agreement, the terminating Party shall be responsible for payment of the previous year's maintenance fee, pro rated to 120 days, or, if occurring after the first year of this Agreement, a payment of \$1,000. The Templeton Director of Public Services shall annually in July invoice the Parties for the amount of the maintenance fee, and payment shall be due within thirty (30) days of receipt of the invoice.

2.10 Maximum Liability. The Parties' maximum financial liability for its obligations under this Agreement shall not exceed the costs outlined in paragraphs 2.1 to 2.9 herein.

2.11 Dispute Resolution. In the event that disputes arise among the parties in the interpretation or performance of this Agreement, the dispute shall be submitted to an independent mediator agreed to by all parties, the costs of which shall be equally borne by all. In the event that the mediator's recommendations are not accepted, then any party may seek review in the Worcester Superior Court.

3. NOTICE

Notice to be sent to the parties' addresses, for the purpose of notice given hereunder are as follows:

Town of Winchendon
Office of the Town Manager
109 Front Street,
Winchendon, MA 01475

Town of Templeton
Office of the Town Administrator
160 Patriots Road
East Templeton, MA 01438

Town of Hubbardston
Office of the Town Administrator
7 Main Street – Box 3
Hubbardston MA 01452

4. AMENDMENTS

This Agreement may be amended only in writing signed by all Parties duly authorized at any time by the Town Administrator/Manager of each Party and shall be duly signed prior to taking effect.

5. SEVERABILITY

If any provision of this Agreement is held by a court of appropriate jurisdiction to be invalid, illegal or unenforceable, or if any such term is so held when applied to any particular circumstance, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, or affect the application of such provision to any other circumstances, and the remaining provisions hereof shall not be affected and shall remain in full force and effect.

6. RECORDS

6.1 Ongoing Records Maintenance. Templeton shall ensure the creation and maintenance of complete records of all equipment purchased, costs to maintain and operate the System, usage data, and invoices issued pursuant to this Agreement. All records shall be maintained in accordance with the requirements of the Commonwealth's Public Records Law. Specifically, the Provider shall maintain accurate and comprehensive records of services performed, costs incurred, and reimbursements and contributions received. Such records shall be audited annually as part of the ordinary audit process of the Town of Templeton.

6.2 Templeton shall respond in a timely manner to the other Parties' reasonable requests for records maintained pursuant to this Agreement.

6.3 Periodic Financial Statements. Templeton shall provide financial statements summarizing the services provided under this Agreement to the Parties on an annual basis within thirty days of the end of each fiscal year.

7. GOVERNING LAW

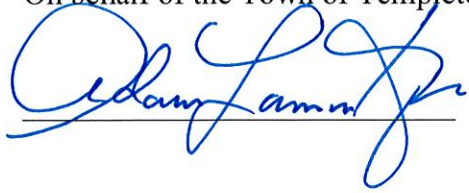
This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the parties hereto submit to the jurisdiction of the Worcester County Superior Court for the adjudication of disputes arising out of this Agreement.

8. ENTIRE AGREEMENT

This Agreement constitutes the entire integrated agreement between the parties with respect to the matters described and supersedes all prior agreements, negotiations and representations, either written or oral.

THIS AGREEMENT is made by and between the parties that are signatory hereto, each duly authorized.

On behalf of the Town of Templeton:



A handwritten signature in blue ink, appearing to read "Adam Lamm", written over a horizontal line.

On behalf of the Town of Hubbardston:



A handwritten signature in blue ink, appearing to read "John A. B.", written over a horizontal line.

On behalf of the Town of Winchendon:



A handwritten signature in brown ink, appearing to read "William J. McKinney", written over a horizontal line.