

RANDOLPH/HOLBROOK INTERMUNICIPAL AGREEMENT

This Randolph/Holbrook Intermunicipal Agreement (IMA), entered into pursuant to M.G.L. c. 40 § 4A, is approved and in full effect as soon as the Randolph Town Counsel and Holbrook Board of Selectmen approve the Tri-Town Water District Joint Powers Agreement.

The Town of Randolph and the Town of Holbrook agree as follows regarding cost sharing for the Joint Water District infrastructure:

1. The Randolph/Holbrook Joint Water Board (PWS ID 4244001) (“Joint Board”) owns and operates a water treatment plant located at 275 Pond Street in Randolph. The Joint Board also owns and maintains four water storage towers, two in each town. The Joint Board is a wholesale system supplying treated water to the towns of Randolph and Holbrook.

Distribution responsibilities reside with each individual town under their respective PWS ID licenses.

2. Until the Joint Board winds down its operations following the Operational Date of the new Tri-Town Water Treatment Plant, and any necessary period reasonably required to complete winding down the Joint Board’s operations, the two towns shall share the costs of the Joint Board’s operations as follows:

- a. Costs for the operation, maintenance and required repairs of the Joint Water Treatment Plant, as determined by a vote of the Joint Board and any required appropriations voted by the towns’ respective legislative bodies, shall continue to be shared equally by the two towns, so that Randolph shall pay 50% of the costs and Holbrook shall pay 50% of the costs.
- b. All costs for the demolition of the Joint Plant shall be shared equally (50%/50%) between Randolph and Holbrook.

- c. The two towns shall split all costs of replacement, maintenance and repair of the four water storage towers on an equal basis so that Randolph shall pay 50% of the costs and Holbrook shall pay 50% of the costs. The Joint Board shall study and consider needed repairs to all of the four existing water storage towers. Any costs for replacement, maintenance or repair of the four water storage towers shall continue to be determined by a vote of the Joint Board based on engineering studies determining the scope of the work required and estimates of the costs. Any Joint Board vote to fund needed replacement or repairs to any of the four water storage towers which requires an appropriation by the respective towns' legislative bodies shall be forwarded by the Joint Board to the towns with a recommendation for approval. The Joint Board shall apply for any available grants or low-interest loans which might be available to fund replacement, maintenance or repair of any of the four water storage towers.
- d. Randolph shall pay 100% of the costs to maintain and repair the transmission line in Randolph through which water flows to Holbrook.
- e. Holbrook shall pay 100% of the costs to maintain and repair the booster pump located in Holbrook.
- f. The two towns have agreed to split equally (50%/50%) the cost of installing two new subaqueous water transmission lines under Great Pond from the new Tri-Town Water Treatment Plant to the water distribution system in Randolph. The two towns shall split the costs of maintenance or operations of the two subaqueous water transmission lines on a flow proportionate basis, based on the

average daily flow as measured at the Randolph and Holbrook flow meters at the time the costs are definitively determined.

- g. Costs for the installation of new flow meters, one in Holbrook and one in Randolph, shall be paid 100% by each respective town.
- 3. As of the date that the Joint Board winds down its operations, the two towns shall assume 100% of all future costs associated with the water storage towers and other infrastructure which is connected to the water distribution systems within their respective boundaries.
- 4. Should the two subaqueous water transmission lines under Great Pond require capital repairs or need to be replaced in the future, the two towns shall split all costs on the basis of 68% Randolph and 32% Holbrook.