

WATER AND WASTEWATER SYSTEM AGREEMENT

Between

TOWN OF DURHAM

And

UNIVERSITY SYSTEM OF NEW HAMPSHIRE

This agreement is entered into this 19 day of April, 2016, by and between the **Town of Durham** ("Town"), a New Hampshire municipal corporation, and the **University System of New Hampshire** ("USNH"), a State supported university system established by the State of New Hampshire operating through its component institution, the **University of New Hampshire** ("UNH").

WHEREAS, the Town and UNH (the Parties) have agreed to work cooperatively for their collective well-being and future; and,

WHEREAS, the Town recognizes that UNH is part of the University System of New Hampshire (USNH), a tax-exempt entity under the laws of the State of New Hampshire, and further is aware of USNH Board of Trustee (BOT) policy governing payments for municipal services; and,

WHEREAS, UNH acknowledges that Durham provides it with certain municipal services funded by property taxes or user fees for which the Town and its taxpayers should be fairly compensated; and,

WHEREAS, the Town acknowledges certain economic, educational, recreational, and cultural benefits of having the University as part of the community; and,

WHEREAS, UNH acknowledges the importance of being located in an attractive and economically viable community; and,

WHEREAS, the Parties recognize and acknowledge the mutual benefits afforded by managing the collective components of the Durham and UNH Water and Wastewater infrastructure as a single system in order to maximize efficiencies and ensure necessary redundancy; and,

WHEREAS, the parties are served by a **water system** consisting of the following basic components (see Attachment A for further details):

1. Water Sources
 - a. Lee Well
 - b. Spruce Hole Well and Aquifer Recharge System
 - i. Lamprey River Raw Water Intake and Pumping System which draws from the impoundment created by Wiswall Dam
 - c. Oyster River Raw Water Intake
2. Water Treatment Facilities
 - a. Arthur Rollins Water Treatment Plant ("ARWTP"),
 - b. Lee Well Pumping and Treatment
 - c. Spruce Hole Well Pumping and Treatment
3. Potable Water Storage
 - a. Beech Hill Tank (0.6 million gallons)
 - b. Edgewood Tank (1.0 million gallons)
 - c. West Foss Farm Tank (3.0 million gallons)
4. Distribution Mains
5. Pressure Reducing Station

- a. Located at Madbury Road and Technology Drive
6. Distribution lines and service connections serving neighborhoods, downtown businesses and campus buildings

WHEREAS, the parties are served by a **wastewater system** which consists of the following basic components (refer to Attachment D for further details)

1. Lateral collection lines serving neighborhoods, downtown businesses or campus buildings
2. Gravity and Force collection mains
3. Interceptors
4. Pumping Stations
5. Durham Wastewater Treatment Facility

WHEREAS, commencing with the 1991 purchase of property on which the Spruce Hole Well is now located, UNH and Durham have jointly funded major additions to the water system; and,

WHEREAS, Durham operates and maintains the wastewater treatment plant and possesses the National Pollutant Discharge Elimination System (NPDES) permit number NH010455 allowing discharge of treated effluent into the Oyster River; and,

WHEREAS, UNH operates and maintains the Arthur Rollins Water Treatment Plant and is the registered operator of the Durham-UNH Water Works as water user number 20066; and,

WHEREAS, it is the intention of the parties to continue a formal **AGREEMENT** that details future improvements and operation of their joint **water system** and **wastewater system** that provides mutual benefit to both parties; and,

WHEREAS, the parties recognize that, notwithstanding the ownership of various elements, both the water supply and wastewater systems are integrated systems and that each must be operated, maintained, repaired and improved in an coordinated manner in order to maximize the benefit and reduce the cost for both parties; and,

WHEREAS, the parties have established a long history of sharing both operational and capital improvement costs for the wastewater system, as well as shared capital improvement costs for joint components of the water system; and,

WHEREAS, the parties recognize that the water system, which now has mixed ownership of components that benefit both parties, should follow the long-established model of the wastewater system,

NOW THEREFORE IN CONSIDERATION of the foregoing preamble and mutual covenants herein contained, the parties hereto agree as follows:

1. WATER, WASTEWATER AND STORM WATER COMMITTEE

- a. Recognizing that the water and wastewater systems are inexorably intertwined and must be operated efficiently for the benefit of both parties, the joint Water, Wastewater and Storm Water Committee (“Committee”) is continued. The Committee is charged with developing a long-term vision for the **water** and **wastewater systems**, evaluating the best available technology as it relates to the operation of each system, reviewing and making recommendations on significant water and

wastewater hookup requests, and advising the Parties in the daily operation of the systems. The Town shall be represented by two members to be designated by the Town Administrator. UNH will be represented by two members to be designated by the President of the University. The Committee will also address storm water issues as may be appropriate. Consideration will be given to an integrated MS4 storm water permit pursuant to the requirements of the EPA general permit for New Hampshire when issued. If not members of the Committee, the Committee will work closely with the Durham Town Engineer and the UNH Director of Energy and Utilities on matters related to water and wastewater system operation maintenance repair and improvement, and storm water systems as necessary.

b. Annually the committee will review the proposed operation, maintenance and capital improvement budgets for the water and wastewater systems as provided herein and provide the UNH Vice President for Finance and Administration (VPFA) and the Town Administrator their comments or endorsement.

c. The Committee will consult with and provide oversight and guidance to the respective Chief Operator of the ARWTP and Wastewater Treatment Plant regarding:

- i. Operational matters
- ii. Compliance with permit requirements
- iii. Maintenance priorities for the shared components
- iv. Development of multi-year capital improvement plans

2. WATER SYSTEM

a. The Parties recognize the importance of preserving our precious water resources. The Parties agree that the **water system** should be operated to maximize responsible use of this precious resource. In general this means drawing from surface water when it is abundant and preserving ground water resources for late summer and fall when flows in the Lamprey and Oyster Rivers tend to decline.

b. The water system map, Attachment B , shows the water system and the general assignment of maintenance and repair responsibility for water system elements to UNH and to Durham. Attachment C shows the allocation of water system costs for the sections of the system serving both parties and those serving only Durham or only UNH. For the shared components of the system, all costs for operation, maintenance, repair and improvement will be shared as provided in Section 7 of this agreement.

c. Unless otherwise mutually agreed, the Chief Operator of the UNH Arthur Rollins Water Treatment Plant (ARWTP) will have overall responsibility for the water system. This includes ensuring the proper operation and maintenance of the shared components of the water system whether the work is performed by UNH or Durham, compliance with applicable federal and state requirements related to public drinking water systems and for meeting all reporting requirements. The Chief Operator will work with the Town Engineer on any compliance issues involving Durham residents or businesses connected to the water system. Should any matters of non-compliance remain unresolved, the Chief Operator will refer the matter to the Committee for resolution.

d. The Committee will review and endorse annual operating budgets and multi-year capital improvement plans prepared by the UNH Facilities Division for shared components of the water system.

e. The Committee will recommend to the VPFA and Town Administrator the funding of and administrative responsibility for maintenance, repair and improvement projects.

f. Operation of the water system will adhere to the standards as set forth by the American Water Works Association (AWWA). The water produced will be in compliance with EPA and NHDES Water Supply Engineering Bureau regulations for finished water quality. Continuous monitoring and analysis of the distribution system will be done to ensure a safe and reliable potable water system; this includes monitoring lead, chlorine, and copper levels and harmful biological agents.

g. The Parties recognize the importance of the acquisition of the 27.7 acre Spruce Hole property. The joint acquisition and development of this water source has added redundancy and robustness to the water system as a source of underground water. The Parties equally shared the acquisition costs of \$602,952.13 for this property and the Spruce Hole property is owned jointly on an equal basis. Any sale of the property shall require mutual agreement of the Parties. The net sale proceeds from the property shall be distributed on a 50-50 basis. The parties also shared in the cost to develop the Spruce Hole Well and Groundwater Recharge System with UNH providing 2/3 of the funding and Durham providing 1/3. Should the property be sold, the parties will share in any net proceeds accruing from the value of the well and recharge system in the same ratio. The parties also shared in the installation of the "Lamprey Hard Pipe" with UNH providing 65% of the cost and Durham 35%.

h. The Parties agree to establish a jointly funded capital reserve fund for the **water system**, in the custody of the Town of Durham's Trustees of Trust Funds, to assist with some of the costs of future capital improvements within the joint system and that the balance held in the fund should not exceed \$800,000. The maximum balance of the **Water Capital Reserve Fund** may be changed by written mutual agreement of the parties at any time.

i. Until such time as this mutually agreed upon Capital Reserve amount of \$800,000 is reached, **water connection fee revenue** will continue to be added to the Capital Reserve. The Parties agree to contribute, on a prorated basis, \$40,000 annually to the fund to be comprised of all connection fees received and the balance to be funded at the cost share ratio for capital repairs and improvements outlined in paragraph 7. The Town agrees to bill UNH annually for such purposes and transfer all monies received for this purpose annually to the Trustees of the Trust Fund. Any withdrawals from the Capital Reserve will require written approval from both parties. The Town agrees to provide a summary to UNH, prior to April 1st of each calendar year, detailing the performance of the Capital Reserve Fund, as well as a list of additions and withdrawals from the fund.

j. The Parties agree that each party must pay the appropriate **water entrance fees** (connection fees) into the **Water Capital Reserve Fund** for any new buildings or additions to existing buildings prior to the hookup to the **water system** or prior to a functional change that would significantly increase the amount of water needed. The Parties agree to set fair and equitable **water entrance fees** consistent with the **water system's** financial requirements and standard utility practices.

k. As a matter of record, formal ownership of the water system major components as of the time of this agreement is reflected in Attachment A.

3. WASTEWATER SYSTEM

a. The Parties recognize that the health of the Great Bay is impacted by the treated effluent from community wastewater treatment plants. The UNH/ Durham community values the Great Bay as a resource and desires that it remain a healthy ecosystem. To that end, the parties commit that the wastewater treatment plant is to be operated, maintained and improved so as to meet or exceed EPA and NHDES effluent criteria in a cost effective manner.

b. The wastewater system map, Attachment E, shows the wastewater system and the general assignment of maintenance and repair responsibility for wastewater system elements to UNH and to Durham. Attachment F shows the allocation of wastewater system costs for the sections of the system serving both parties and those serving only Durham or only UNH. For the shared components of the system, all costs for operation, maintenance, repair and improvement will be shared as provided in Section 7 of this agreement.

c. Unless otherwise mutually agreed, the Chief Operator of the Durham Wastewater Treatment Plant will have overall responsibility for proper operation and maintenance of the wastewater system. This includes shared components of the wastewater system and treatment plant whether work is performed by Durham or UNH, compliance with applicable federal and state requirements related to wastewater treatment facilities and wastewater systems and for meeting all reporting requirements. The Chief Operator will work with the UNH Director of Energy and Utilities on any compliance issues involving UNH facilities connected to the wastewater system. Should any matters of non-compliance remain unresolved the Chief Operator will refer the matter to the Committee for resolution.

d. The Committee will review and endorse annual operating budgets and multi-year capital improvement plans prepared by the Durham Public Works Department for shared components of the system.

e. The Committee will recommend to the VPFA and Town Administrator the funding of and administrative responsibility for maintenance, repair and improvement projects.

f. Operation of the collection system will adhere to best practices. Operation of the wastewater treatment plant will adhere to the standards as established by the EPA through the issuance of a National Pollution Discharge Elimination System permit.

g. The Parties agree that the jointly capital reserve fund for the **wastewater system**, in the custody of the Town of Durham's Trustees of Trust Funds, was established to assist with some of the costs of future capital improvements and that the balance held in the fund should not exceed \$800,000. The maximum balance of the **Wastewater Capital Reserve Fund** may be changed by written mutual agreement of the parties at any time;

h. Until such time as this mutually agreed upon Capital Reserve amount of \$800,000 is reached, **wastewater connection fee revenue** will continue to be added to the Capital Reserve. The Parties agree to contribute, on a prorated basis, \$40,000 annually to the fund to be comprised of all connection fees received and the balance to be funded at the cost share ratio for capital repair and improvement projects outlined in paragraph 7. The Town agrees to bill UNH annually for such purposes and transfer all monies received to the Trustees of the Trust Fund. Any withdrawals from the Capital Reserve will require written approval from both parties. The Town agrees to provide a summary to UNH, prior to April 1st of each calendar year, detailing the performance of the Capital Reserve Fund, as well as a list of additions and withdrawals from the fund.

i. The Parties agree that each party must pay the appropriate **wastewater entrance fees** (connection fees) into the **Wastewater Capital Reserve Fund** for any new buildings or additions to existing buildings prior to the hookup to the **wastewater system** or prior to a functional change that would significantly increase the wastewater discharge into the system. The Parties agree to set fair and equitable **wastewater entrance fees** consistent with the **wastewater system's** financial requirements and standard utility practices;

j. As a matter of record, formal ownership of waste water system major components as of the time of this agreement is reflected in Attachment D.

4. BUDGET PREPARATION AND APPROVAL

a. The parties recognize that UNH and Durham operate on different fiscal years; Durham being January to December and UNH being July to June. The result is that budget information on shared costs will not be available to one party or the other until mid-year. However, the parties commit to providing the best possible preliminary budget information to one another so as to support each other's budget preparation.

b. In general, the predominance of costs for the water system will be incurred by UNH and for the wastewater system by Durham. However there are some shared components of the water system operated and maintained by Durham and some components of the wastewater system operated and maintained by UNH (refer to system plans, Attachments C and F to this agreement.) In these cases, UNH and Durham will provide budget forecasts to one another when requested for anticipated costs for those efforts.

c. Water System

i. No later than August 15 of each year UNH will provide the Committee with the proposed shared water system operation and maintenance budget for the upcoming UNH fiscal year. This proposed budget will include input from Durham for any costs the Town anticipates incurring in its operation and maintenance of shared water system components.

ii. No later than September 15 of each year the Committee will provide the UNH VPFA and Town Administrator with its review and endorsement noting any areas of concern or disagreement. The VPFA and Administrator will confer and resolve any issues presented no later than October 15.

iii. Barring any extraordinary circumstances, approval of the overall Facilities Division budget, which includes the water system O&M budget, by the UNH President and cabinet requires no higher review and the budget is considered approved once internal reviews have been completed. UNH will advise the Committee when such approval has been received. Shared expenses shall require the approval by both UNH in accordance with internal policies and Durham in accordance with the Town Charter.

iv. Each year UNH will update the campus-wide priority list of major maintenance and repair projects. Prior to establishing final priorities, the subset of projects involving shared components of the water system will be provided to the Committee for review and input no later than August 15. In a concurrent process, UNH will update its six year capital project plan and will seek input from the Committee regarding any projects involving shared components of the water system.

d. Wastewater System

i. The Town will prepare a CIP which outlines future capital improvements to the Wastewater Treatment Plant and shared collection system and a proposed operating budget for the ensuing year for presentation to the Committee prior to August 15 of each year.

- ii. The Committee will review the CIP and proposed budget prior to September 15th of each year and forward their recommendations to the Town Administrator and UNH VPFA.
- iii. The Town Administrator and UNH VPFA shall confer with each other and either endorse or amend the proposed operating budget and CIP by October 15th of each year. If they do not agree on the entirety of the budgets and CIP, the areas of disagreement shall be noted in writing and presented to the Town Council and UNH with the budget documents on October 31st of each year.
- iv. The Town Council will review and endorse or amend the capital and operating budgets and adopt them by December 31st of each year.
- v. Should the Town Council fail to adopt a capital and operating budget by the last workday of the year, the budget as recommended by the Town Administrator shall be adopted as required by Section 5.4 of the Durham Town Charter.
- vi. UNH will coordinate with Durham on the inclusion of any water system projects in the Durham 10 Year Capital Improvement Plan.

5. ACCOUNTING AND BILLING

- a. Quarterly, the parties will provide one another data on the cost incurred for operation, maintenance, repair and improvement of the shared components of the water and wastewater systems. Any questions or issues with quarterly statements will be resolved by the Committee, or, in the absence of agreement, referred by the Committee to the VPFA and Town Administrator with an explanation of the unresolved issue(s). The Town Business Administrator and UNH Director of the Facilities Business Services Center will establish a process for review of the quarterly statements and payment of amounts owing between the parties.

6. EXECUTION OF OPERATION, MAINTENANCE, REPAIR¹ AND IMPROVEMENTS²

- a. Water System
 - i. In general, UNH will provide Operation, Maintenance and Repair of the shared **water** system components within the limits of the campus and at the treatment plant. Durham will provide the same for shared **water** system components within town roads and right-of-way. Coordination of specific tasks or projects will be provided by the Committee.
 - ii. Each party is responsible for those portions of the distribution system serving only its respective area(s).
 - iii. Under the guidance of the Committee, the Durham and UNH staffs will continue to work together to assure efficient system operation and to coordinate maintenance and repair activity.
 - iv. The parties may recover the cost incurred by the parties Project Management staff to manage those projects costing in excess of \$1 million.
- b. Wastewater System
 - i. In general, UNH will provide Operation, Maintenance and Repair of the shared **wastewater** system components within the limits of the campus. Durham will provide the same for shared

¹ For the purpose of this agreement, "Repair" is any work necessary to restore an existing component so it can perform its intended function. Minor repairs are those expensed and generally have a cost less than \$5000. Major or capital repairs are those capitalized.

² "Improvements" expand system capacity or capability, modify existing components to improve performance or replace components that have reached the end of their useful life. Non-capital improvements (or minor improvements) are funded from the annual operation and maintenance budget and are expensed.

wastewater system components within town roads and right-of-way and at the treatment plant. Coordination of specific tasks or projects will be provided by the Committee.

- ii. Each party is responsible for those portions of the collection system serving only its respective area(s).
- iii. Under the guidance of the Committee, the Durham and UNH staffs will continue to work together to assure efficient system operation and to coordinate maintenance and repair activity.
- iv. The parties may recover the cost to manage those projects costing in excess of \$1 million.

7. SHARING OF COSTS

a. **Water System.** Prior to this agreement the parties had individually funded major maintenance and repair projects for components of the water system they owned and shared the cost of joint capital infrastructure projects. Effective with this agreement, the following cost sharing is adopted:

i. **Capital Repairs or Improvements.** For major repair and improvement of shared system components regardless of ownership the parties will share the cost 2/3 UNH and 1/3 Durham.

(1) This cost sharing is exclusive of the following. Other than these specific projects, cost sharing will be per 7.a.i above:

- a. construction of a new treatment plant to replace the ARWTP and recoating or removal of the Edgewood Tank which will be borne 100% by UNH
- b. anticipated repairs to Wiswall Dam to secure the structure to bedrock and repair the spillway which will be borne 100% by Durham.

(2) Also excluded is any liability on the part of UNH for settlement of any possible dispute over ownership of the land under the Beech Hill Tank.

ii. **Operation, Maintenance and Minor Repair.** In July of each year the parties will review **metered** water use for the prior 36 months. The resulting average percentage of water used by each party over that period will be the cost share for operation, maintenance and minor repair of the shared **water** system for the 12 month period commencing the following January. For calendar year 2016 the cost sharing will be 2/3 UNH, 1/3 Durham

b. **Wastewater System**

i. **Capital Repairs or Improvements.** For major repair and improvement of shared system components, the parties will share the project cost 2/3 UNH and 1/3 Durham.

ii. **Operation, Maintenance and Minor Repair.** In July of each year the parties will review metered water use for the prior 36 months. Water use will be reduced by any metered use that is consumed (e.g. evaporation loss in cooling towers) rather than contributing to wastewater system loading. The resulting average percentage of water used by each party over that period will be the cost share for operation, maintenance and minor repair of the shared wastewater system for the 12 month period commencing the following January. For calendar year 2016 the cost sharing will be 2/3 UNH, 1/3 Durham

c. The parties are individually responsible for all operation, maintenance, repair and improvement of portions of the water and wastewater system serving only their community, businesses or campus. Attachments C and E designate such sections of the systems.

d. To allow for budgets to be adjusted, cost sharing per the provisions of this agreement will be phased in as shown in the following table. This phasing plan is predicated on analysis that indicates the cost sharing per this agreement will have a total impact of approximately \$390,000. The parties agree that during the phasing period should actual costs be significantly different from that anticipated, the phasing plan will be adjusted by mutual agreement. :

CALENDAR YEAR	PHASING PLAN
2016	No change from the previous cost sharing; that is, UNH pays 2/3 of the Durham O&M cost for the wastewater treatment plant and common elements of the wastewater collection system and the parties do not charge one another for water system costs.
2017	Cost sharing will be per the provisions of this agreement, adjusted as follows. Durham's share will be reduced by \$260,000 and the UNH cost share increased by \$260,000.
2018	Cost sharing will be per the provisions of this agreement adjusted as follows. Durham's share will be reduced by \$130,000 and the UNH cost share increased by \$130,000.
2019	Cost Sharing will be per the provisions of this agreement

8. FUNDING CAPITAL IMPROVEMENTS. The parties will jointly develop funding plans for major repair and improvement projects for the shared water and wastewater system components. If one party funds a project through debt, whether a formal bond or internal borrowing, the other party agrees to annually pay the share of the debt service at the ratio in effect at the time the debt is approved until the debt is retired. A written agreement will document the debt, its term, and the cost share.

9. This Agreement shall be binding upon and inure to the benefit of the parties and their respective legal representatives and successors.

10. The above action by UNH is predicated on continuation of its current tax and regulatory status, and UNH reserves the right to cease payments if any change to that status occurs in the next Legislative session or in any subsequent session.

11. If one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and the Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

12. The term of this Agreement is in effect for ten (10) years from January 1, 2016. The Town and University enter into this agreement understanding that changes may occur over the life of the agreement. To the extent possible, the terms and conditions anticipate reasonably foreseeable growth and development. However, in the event that either the University or Town experience changes that materially

affect the overall equity or fairness of this agreement, or if relevant new information becomes available, the affected party may initiate and the other party agrees to participate in discussion of amended terms and conditions to this agreement so as to preserve equity and fairness in the allocation of cost and responsibility. Any modification or amendment shall be made by written mutual agreement and shall become effective only when signed by both parties. Either party may terminate this agreement by giving written notice to the other party one year in advance of when the termination is to take effect.

IN WITNESS THEREOF, the parties have executed this AGREEMENT as of the day and year first indicated at the top of the first page.

TOWN OF DURHAM

Jessie Berry
Witness

Todd I. Selig
Todd I. Selig
Town Administrator

3/22/16
Date

UNIVERSITY SYSTEM OF NEW HAMPSHIRE

Jean Richard
Witness

Catherine Provencher
Catherine Provencher
Vice Chancellor and Treasurer
University System of New Hampshire

4/19/2016
Date

UNIVERSITY OF NEW HAMPSHIRE

Jean Richard
Witness

Christopher Clement
Christopher Clement
Vice President for Finance
and Administration
University of New Hampshire

4/6/2016
Date

ATTACHMENT A

WATER SYSTEM COMPONENT DESCRIPTIONS

1. Water Sources
 - a. Lee Well
 - i. Town owned
 - ii. Safe sustainable yield of 540,000 gallons per day
 - iii. Town of Lee is entitled to 54,000 gallons per day but is not currently connected to the well
 - b. Spruce Hole Well and Aquifer Recharge System
 - i. Jointly funded
 - ii. On jointly purchased land
 - iii. Safe sustainable yield of 300,000 gallons per day
 - c. Lamprey River Raw Water Intake, Pumping System and raw water main (otherwise known as the Lamprey Hard Pipe)
 - i. Original pump station and raw water line connecting to the Oyster River was grant funded. The “hard pipe” connection to the ARWTP was jointly funded by UNH and Durham
 - ii. Lamprey River water rights held by Durham
 - iii. Pump Station located on land deeded to UNH and has been operated, maintained and repaired by UNH.
 - iv. Wiswall Dam (which creates the impoundment from which Lamprey River water is withdrawn) is owned by Durham. Addition of the fish ladder was grant funded concurrent with repairs funded by Durham.
 - d. Oyster River Raw Water Intake
 - i. Part of the UNH-owned Arthur Rollins Water Treatment Plant
 - ii. Draws from impoundment behind UNH Oyster River Dam
2. Water Treatment Facilities
 - a. Arthur Rollins Water Treatment Plant,
 - i. 1,500,000 gallon per day treatment capacity
 - ii. Owned by UNH
 - iii. On UNH property
 - b. Lee Well Pumping and Treatment
 - i. Owned by Durham
 - ii. Located on property owned by Durham
 - c. Spruce Hole Well Pumping and Treatment
 - i. Jointly funded
 - ii. On property jointly owned by the Parties
3. Potable Water Storage
 - a. Beech Hill Tank (0.6 million gallons)
 - i. Owned by Durham
 - ii. On land owned by Durham
 - b. Edgewood Tank (1.0 million gallons)
 - i. Owned by UNH
 - ii. On UNH property
 - c. West Foss Farm Tank (3.0 million gallons)
 - i. Owned by Durham
 - ii. On UNH property
4. Distribution Mains

- a. Refer to system maps (Attachments B and C) for operation and maintenance responsibility
- 5. Pressure Reducing Station
 - a. Located at Madbury Road and Technology Drive
 - i. Installed as part of Lee Well installation
 - ii. Separates high pressure system serving Goss and area west of Technology Drive from lower pressure system serving the balance of Durham and UNH
 - iii. Owned by Durham
- 6. Local service mains and service connections
 - a. Serving neighborhoods, downtown businesses or campus buildings
 - b. Owned, maintained and operated by Durham or UNH as indicated on Attachments B and C

ATTACHMENT B

WATER SYSTEM MAINTENANCE RESPONSIBILITY MAP

Map of UNH and Durham Potable Water System titled “Domestic Water Maintenance” dated 12/09/2016

(Map is too large to incorporate into this document. UNH Facilities and Durham Public Works will have electronic copies of the drawing in addition to hard copies for filing with the signed agreement)

ATTACHMENT C

WATER SYSTEM COST RESPONSIBILITY MAP

Map of UNH and Durham Potable Water System titled “Domestic Water Allocated Cost Responsibility” dated 12/10/2016

(Map is too large to incorporate into this document. UNH Facilities and Durham Public Works will have electronic copies of the drawing in addition to hard copies for filing with the signed agreement)

ATTACHMENT D

DURHAM/UNH WASTEWATER COMPONENT LISTING AND OWNERSHIP

1. Those components serving the Parties jointly – **Town owns and operates:**
 - a. Route 4 Wastewater Treatment Facility and related equipment.
 - b. Two (2) Lift/Pumping Stations:
 - i. Dover Road Pumping Station
 - ii. Old Concord Road (Main Street) Pumping Station
 - c. Underground **wastewater system** of collection conduits (interceptors and laterals) and connecting manholes as so specified on Attachment E – **Town/UNH Wastewater System Map:**
 - i. Pettee Brook Interceptor
 - ii. College Brook Interceptor

2. Those components serving the Parties jointly – **UNH owns and operates**
 - a. Rudman Lift/Pumping Station
 - b. College Road Interceptor

3. Those components exclusively serving the Town – **Town owns and operates:**
 - a. Two (2) Pumping Stations:
 - i. Oyster River Road Pumping Station
 - ii. Oyster River Interceptor
 - b. Underground **wastewater system** of collection conduits (interceptors and laterals) and connecting manholes as so specified on Attachment E – **Town/UNH Wastewater System Map:**
 - i. Littlehale Creek
 - ii. Oyster River Interceptor

4. Those components exclusively serving UNH – **UNH owns and operates:**
 - a. Three pumping stations:
 - i. Ritzman Lab Pumping Station
 - ii. Forrest Park Pumping Station
 - iii. Gables Facility Pumping Station
 - iv. Gregg Hall Pumping Station

 - b. Underground **wastewater system** of collection conduits (interceptors and laterals) and connecting manholes as so specified on Attachment E – **Town/UNH Wastewater System Map:**
 - i. College Road Interceptor.

ATTACHMENT E

WASTEWATER SYSTEM MAINTENANCE RESPONSIBILITY MAP

Map of UNH and Durham Wastewater System titled “Wastewater Maintenance” dated 2/24/2016

(Map is too large to incorporate into this document. UNH Facilities and Durham Public Works will have electronic copies of the drawing in addition to hard copies for filing with the signed agreement)

ATTACHMENT F

WASTEWATER SYSTEM COST RESPONSIBILITY MAP

Map of UNH and Durham Wastewater System titled “Wastewater Allocated Cost Responsibility” dated 2/23/2016

(Map is too large to incorporate into this document. UNH Facilities and Durham Public Works will have electronic copies of the drawing in addition to hard copies for filing with the signed agreement)