

**Memorandum of Understanding
Between Middlebury College and the Town of Middlebury
Regarding the Installation, Use, and Maintenance of the
Public Water Supply System (WSID5004) and Public Sewer System**

This Memorandum of Understanding ("MOU") is entered into as of the _____ day of _____, 2021 by and between the Town of Middlebury (the "Town") and The President and Fellows of Middlebury College (the "College").

This MOU provides for a comprehensive understanding of the cooperative use of the community's public water supply system and sewer system. The parties have been considering and planning for this Agreement for several years; it is also expected that the Agreement, and its attachments, will be updated periodically, as conditions may require.

Background - Water

A. The College has obtained its water supply from the Town for over seventy- five years. The College has historically installed the necessary water mains, service connections, valves, hydrants, and appurtenances, at its expense, to provide water for both drinking/sanitary and fire protection purposes for its campus. Each building has its own individual meter, and the Town charges the College for metered water use at the same rates as other users of the Town's municipal water system.

B. The Town has made infrastructure upgrades to satisfy the water supply and fire protection needs of the community, including the College. These improvements include development of new sources of supply and installation of transmission and distribution mains and covered storage facilities. The municipal water system operated by the Town is a public water system (WSID5004) subject to the public water supply regulations of the Water Supply Division of the Vermont Agency of Natural Resources ("WSD").

C. There are several points of connection between the water system installed and maintained by the Town and the water system installed and maintained by the College. Within the College's water system, the network of water mains includes some "loops" of mains, which provide enhanced hydraulic capacity for the benefit of both the College and the Town. There are non-College (lines that service non-College buildings) water lines that extend out from the College network to provide water service to non-College properties. The inter-connected nature of the Town and College water systems, and the inter-dependence of the two systems, makes it difficult to establish an isolated system for the College with one or two master meters.

D. On January 28, 2002, the College met with representatives of the Water Supply Division to review the regulatory and permitting requirements that might apply to the water system serving the College. The College and the WSD concluded that the College's water system was not a "consecutive" public system, as that term is defined by WSD regulations and that the College is not required to hold a separate permit under current Water Supply Rules. The Town and the College wish to incorporate into this MOU some of the suggested practices discussed with the WSD during this meeting.

Background - Sewer

A. The College obtains its sewer services from the Town. The College has historically installed the necessary sewer mains, service connections and appurtenances, at its expense, to provide sewer services to the campus.

- B. The Town has made infrastructure upgrades to satisfy the sewer capacity needs of the community, including the College. These improvements include development of a new sewage treatment plant and installation mains and pump stations.
- C. There are several points of connection between the sewer system installed and maintained by the Town and the sewer system installed and maintained by the College.
- D. The Agreement is intended to be of mutual benefit to the parties, as it will clarify the obligations of both parties, so that both routine and emergency operations can be managed by the appropriate party, in a manner that will continue excellent service, and protect the public health.

Section II - Authorized Persons

The College and the Town agree to designate authorized persons to be responsible for carrying out the specific obligations, and the intent, of this Agreement. In consideration that these persons will change from time to time, the designated persons will be updated as needed to keep this Agreement current. The names will appear in Attachment #1, which will also include the date and countersignature of both parties.

The College and the Town will both provide two names; the first will be the person in responsible charge and has full authority to act on behalf of the party; the second person will be responsible for the water system operations for each party.

Section III - Obligations of Both Parties

The College and the Town both agree to cooperate and support each other with respect to water supply systems. Following are specific examples that include, but are not limited to, the responsibilities and activities to be carried out by both parties.

- A. Sharing of relevant information, data, maps, drawings, reports, permits, test reports, and similar documents which relate to the provision of safe, adequate water supply and sewer system to the College service area.
- B. Prompt notification to the other party when conditions arise which may affect the other party's water and sewer systems. Examples include, but are not limited to:
 - a. Line leak;
 - b. Fire;
 - c. Testing or operation of sprinklers;
 - d. Water quality test reports; and
 - e. Repairs which require shutting down any part of the system
 - f. Hazardous spills or contaminates in the system
- C. Provide each other with emergency phone numbers for contact on a 24-hour basis.
- D. Provide reasonable notice for any planned activity which would impact service. Generally, for any operation which will require shutting down any portion of the water main network, seven days' notice is required.

- E. Pay an equal share of any expenses for the development and ongoing services associated with this Agreement, to include, but not be limited to, engineering, mapping, legal and similar consulting expenses. Each party will pay for its own administrative and staff expenses.
- F. Promptly review, comment, and approve the use of maps, sketches and similar documents that will be attached to this Agreement, and used by both parties to determine ownership limits.

Section IV - Obligations of the Town

- A. Provide the College with a copy of any current Operating Permit issued by the Water Supply Division of the Agency of Natural Resources.
- B. Provide a copy of any Consumer Confidence Report issued from time to time by the Town.
- C. Obtain water samples, to meet state required testing for bacteria and/or chemical analysis from College buildings, at least monthly. Locations shall be randomly selected.
- D. Copies of test reports resulting from those samples, are available upon request.
- E. Notify the College at least seven days prior to any planned flushing or valve exercising in the vicinity of the College system.
- F. Notify the College of any circumstance which may result in a reduction in pressure or flow, to avoid unexpected fire system alarm notification.
- G. Promptly review and record any acceptable documents, such as maps, plans, easement deeds, and similar documents furnished to the Town by the College, for water system components which are agreed to be owned by the Town.
- H. Pay for required improvements to the Town's system, unless agreed to otherwise.

Section V - Obligations of the College

- A. Allow access to the Town's authorized personnel for the purpose of executing any of the Town's activities listed above.
- B. Furnish a copy of tests and reports conducted for the College relating to the water supply system, such as reports furnished by Factory Mutual.
- C. Advise the Town of any concerns or issues, such as low flow or pressure.
- D. Provide the Town with record drawings and updated basic maps within two months following the completion of system improvements.
- E. Conform to all individual permit conditions imposed by the State of Vermont associated with past and future improvements.
- F. Pay for all improvements on College land, and related improvements which directly relate to the College's water system, unless agreed to otherwise.
- G. College shall notify the Town of any major use or discharge of water.

H. College shall inform Town of results of testing of new lines before connecting to Town services.

I. College shall notify the Town of any circumstance, which may result in a reduction in pressure or flow.

Section VI - Approval

The parties acknowledge their mutual consent and acceptance of this Agreement, and the Attachments listed below:

MIDDLEBURY COLLEGE

By: _____

Printed: _____

Title: _____

Date: _____

TOWN OF MIDDLEBURY

By: _____

Printed: _____

Title: _____

Date: _____

Attachments:

1. Authorized Persons
2. Set of Base Maps, scale 1 inch to 50 feet.
3. General Base Map, scale 1 inch to 200 feet.