

CITY OF CONCORD

In the year of our Lord two thousand and twenty-one

RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A WATER AND WASTEWATER USE AGREEMENT WITH WHEELABRATOR CONCORD COMPANY, LP.

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The City of Concord resolves as follows:

WHEREAS, Wheelabrator owns and operates a waste to energy plant at 11 Whitney Road. City of Concord water service to the plant is provided through two services; an 8 inch line and a 4 inch line. Wheelabrator has water meters to determine water usage from the City for billing purposes. Wheelabrator also uses water from the Merrimack River, which is not metered. Due to Wheelabrator's business, which evaporates a certain, and unquantified, amount of water used from the City and the Merrimack River, it is not appropriate to bill sewer usage based on water consumption; and,

WHEREAS, sewer demand from the plant has been historically measured at the Hannah Dustin Pump Station since the plant was the only property tributary to this pump station, and, therefore, the Hannah Dustin Pump Station provided the basis for the plant's sewer fee; and,

WHEREAS, present and on-going development in or around Whitney Road has increased properties tributary to the Hannah Dustin Pump Station. As a result, it is necessary to deploy an alternative method to fairly assess Wheelabrator's sewer fees; and,

WHEREAS, City ordinance Article 9-3-5 provides a mechanism where the City and a sewer user may enter into an agreement for sewer service; and,

WHEREAS, in the terms and condition set forth in the attached agreement between the City and Wheelabrator, the Parties have agreed to set Wheelabrator's sewer rate based upon Wheelabrator's five (5) year water and sewer use average as measured at the Hannah Dustin pump station for the years 2016-2021,

WHEREAS, the City Council establishes the water and sewer rates as it deems appropriate. The Parties agree that these rates are subject to change at any time and for any reason by the City Council. In the event that the City Council changes the rates, the City shall, within thirty (30) days of the effective date of the rate change, provide notice to Wheelabrator of the new rate change and such notice shall constitute an amendment to the agreement; and,

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Concord that:

- 1) The City Manager is hereby authorized to enter into a water and sewer use agreement with Wheelabrator Concord Company LP.

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- 2) This resolution shall take effect upon its passage.