



MASSACHUSETTS WATER RESOURCES AUTHORITY

Charlestown Navy Yard

100 First Avenue

Boston, Massachusetts 02129

CAMBRIDGE MA.

Telephone: (617) 242-6000

Facsimile: (617) 241-6070

Honorable Alice K. Wolf
Mayor, City of Cambridge
Cambridge City Hall
795 Massachusetts Ave.
Cambridge, MA 02141

October 29, 1990

Dear Mayor Wolf,

Enclosed for your review is an Agreement between the Massachusetts Water Resources Authority (MWRA) and the City of Cambridge which represents the first step in developing an MWRA/municipal strategy for controlling improper disposal of waste oil. With this agreement, the MWRA and the City of Cambridge will work together to provide a collection center where local residents can dispose of waste motor oil in an environmentally sound manner.

MWRA staff recently met with Lisa Peterson and Jonathan Lavash who were very supportive of the project, and who have been able to develop a schedule and to identify a potential collection site. The next step in the process will be for the MWRA and the City of Cambridge to agree on their respective responsibilities for the project. The terms and conditions of the attached agreement are intended to spell out as clearly as possible the responsibilities of both the MWRA and the City of Cambridge for this project. We are eager to discuss its provisions so that we can negotiate a mutually acceptable agreement.

Once the agreement has been signed, MWRA staff are available to prepare the site and arrange to have the collection tank delivered. If we can reach agreement by November 9, we will be able to complete site preparation before the winter frost. This would also permit us to begin waste oil collection this fall, if the city is ready to begin staffing the site. If this is not possible, we are very willing to work with the city to develop a more appropriate schedule.

We have asked Mr. Healy to review the agreement as soon as possible. If convenient, we would like to meet with him and his staff next week to discuss the agreement.



Thank you very much for your interest in the project. We are looking forward to working with the City of Cambridge to develop a strategy for controlling improper waste oil disposal, and to provide the service of waste oil collection to Cambridge residents.

Sincerely,

Paul F. Levy
Executive Director

cc: Robert W. Healy
Lisa Peterson

AGREEMENT
BETWEEN
THE MASSACHUSETTS WATER RESOURCES AUTHORITY
AND
----- (MUNICIPALITY)

This Agreement ("Agreement") is made this _____ day of _____, 1990 by and between the Massachusetts Water Resources Authority (the "Authority") and _____ ("Municipality") (collectively, "Parties").

WHEREAS, the Authority, an independent public authority of the commonwealth of Massachusetts, is responsible under Chapter 372 of the Acts of 1984 for providing water and sewer service to the greater Boston area;

WHEREAS, waste motor oil ("Oil") which is discharged into the Authority's sewer system on a daily basis affects the quality of the Authority's sludge and effluent and as a waste product is difficult to treat;

WHEREAS, the Authority wishes to participate with municipalities to eliminate Oil products from the sewer system and to aid Municipalities in the containment of improper Oil disposal in their community;

WHEREAS, the Authority has initiated a Pilot Waste Oil Collection Project ("Project") as a first step in developing a MWRA-Municipality strategy for controlling improper Oil disposal;

WHEREAS, the installation of an Oil collection tank ("Tank") through the Authority's Project on property owned by the Municipality will jointly support the goals of the Authority and the Municipality.

NOW, THEREFORE in consideration of the promises contained in this Agreement, the Parties agree as follows:

I. Authority's Responsibilities.

The Authority shall provide the Municipality with:

- (a) one 375 gallon double-walled Tank.
- (b) site preparation, which shall mean installing an impermeable surface with bermed edges under the Tank, if needed to comply with M.G.L.c. 21C and regulations 310 CMR 30.00. ("Site Preparation").
- (c) one weatherproof sign ("Sign") to be used to identify the site (which has been prepared to accept the installation of the Tank) as an Oil collection site ("Site").
- (d) the transportation and disposal of the Oil collected from the Tank by a licensed Oil Hauler for a period not to exceed two (2) years from the date of execution of this Agreement, unless an extension beyond two (2) years is granted by the Authority.

(e) payment of Oil Hauler expenses up to an amount of \$3,125.00 unless, upon periodic review of the Pilot Program, the Authority determines that additional funds are available for the Project. Payment by the Authority shall include the Oil Hauler's expenses for disposal of Oil contaminated with water or any chemical or compound that would cause the Oil to be classified as a hazardous waste other than waste oil, as defined by M.G.L.c.21C and regulations 310 CMR 30.00, but such payment shall not include charges for disposal of Oil contaminated with PCBs. Such expenses for disposing of Oil contaminated by PCBs shall be borne solely by the Municipality.

(f) periodic written notice to the Municipality throughout the term of the Agreement of the amount of the Oil Hauler's charges paid by the Authority and notification to the Municipality when the limit of \$3,125.00 has been reached.

(g) educational materials for the Municipality to dispense to its citizens.

II. Municipality's Responsibilities.

The Municipality shall:

(a) be responsible for maintaining, repairing, and monitoring the Site, the Tank and the Sign. Monitoring includes, at a minimum, having an attendant present to accept the Oil at all times when the Site is open, ensuring that only the type and amount of Oil allowed is collected, and keeping the Site free of other wastes and debris.

(b) comply with all "Environmental Laws" as defined in Attachment A.

(c) limit Oil deposits to five (5) gallons per person for each deposit.

(d) prohibit the deposit of industrially, commercially or municipally generated Oil and restrict the Tank's use to the general public.

(e) notify the Oil Hauler when the Tank is ninety-percent (90%) full, but in no case allow the Oil to accumulate for more than ninety (90) days.

(f) permit the Authority or its designee to check and inspect the Site without any prior notice.

(g) dispense Authority supplied educational materials in Municipal bills or other mailings to citizens.

(h) provide to the Authority a daily count of persons depositing Oil at the Site, a description of any physical problems and the number and size of any spills.

III. Indemnification.

The Municipality shall indemnify, hold harmless and defend the Authority, its agents, employees, officers and board, from and against any and all liabilities, claims, penalties, fines, forfeitures, suits, administrative proceedings and the cost and expenses incident thereto (including costs of defense, settlement and reasonable attorney's fees) which may be alleged against the Authority, or which the Authority may incur, become responsible for, or pay out as a result of death or bodily injury to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violation or alleged violation of governmental laws, regulations or orders caused by or resulting from the negligent act or omission of any employee or agent of the Municipality, or from the failure or inadequacy of any equipment the Municipality is responsible for maintaining and/or monitoring.

IV. Term.

This Agreement shall remain in effect for a period of two (2) years from the date of execution or until the expenditure of \$3,125.00 by the Authority, whichever is earlier ("Term"). The Authority shall have the right to terminate this Agreement at will, at any time, without cause, upon fourteen (14) days' prior written notice. This Agreement is renewable for successive periods of one year each by written mutual consent of the Parties. Upon renewal, the amount of additional funds that will be expended by the Authority shall be determined.

V. Notices.

Any notification to the Authority required under this Agreement shall be sent postage prepaid, first class mail, to:

Mary Robbins, Massachusetts Water Resources Authority
Toxic Reduction and Control
100 First Avenue,
Charlestown Navy Yard
Boston, MA. 02129

VI. Miscellaneous Provisions.

(a) Upon installation, the Tank and Sign shall become the property solely of the Municipality. Upon termination of this Agreement, if the Municipality does not continue to use the Tank and Sign for a municipal Oil collection program, the Authority shall have the right to purchase the Tank and Sign for a total sum of \$1.00.

(b) For purposes of this Agreement, the Authority shall not be deemed a "generator" as that term is defined in the Environmental Laws.

(c) By its signature hereon, the Municipality warrants that it holds a fee simple ownership of the Site onto which a Tank will be installed or warrants that it has sufficient legal authority in the form of a lease to install, monitor and maintain the Tank on the Site.

Witness the execution of this Agreement this _____ day of _____, 1990.

MASSACHUSETTS WATER RESOURCES AUTHORITY

By: _____
Executive Director

MUNICIPALITY

By: _____
Title: _____

ATTACHMENT A

For purposes of this Agreement, "Environmental Laws" shall mean any federal, state and/or local statute, ordinance, by-law, code, rule and/or regulation, now or hereafter enacted, pertaining to any aspect of the environment or human health including, without limitation, Chapter 21C and Chapter 21E of the General Laws of Massachusetts and the regulations promulgated by the Massachusetts Department of Environmental Protection ("DEP"), the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), as amended, 42 U.S.C., Sections 9601 et seq., and the Federal Resource Conservation and Recovery Act ("RCRA"), as amended, 42 U.S.C. Sections 6901 et seq.

Some of the key requirements that the Municipality must follow in complying with these Environmental Laws and ensuring proper management and monitoring of the Oil collection are as follows:

1. Obtain an Environmental Protection Agency identification number for generation of hazardous wastes;
2. Manifest all the Oil collected in accordance with MGLc.21C and maintain copies of the manifest for at least 3 years;
3. Promptly notify the Massachusetts Department of Environmental Protection in the event of a Oil spill or leak;
4. Maintain proper hazardous waste labeling on the Oil Tank, including the words "Hazardous Waste", the name of the waste - "Waste Motor Oil Only", the type of hazard posed - "Toxic", and date on which accumulation began (i.e., the date of the last Oil pickup);
5. Provide ongoing maintenance of the Tank and Site to avoid a public health or environmental hazard, including but not limited to, conducting weekly inspections for leaks or deterioration of the Tank, repairing the Tank, keeping the Site free of debris and Oil spillage, and properly disposing of any empty containers used by the public to transport Oil to the Site;
6. Develop preparedness and emergency contingency plans in the event of a spill, leakage, accident or any other type of emergency situation associated with Oil collection at the Site and train personnel supervising the Site in hazardous waste management and emergency response plans and procedures; and
7. Provide Site security that prevents or discourages vandalism, including providing an attendant at the Site during the hours that the Site is open to accept the Oil and locking the Site and/or the Tank area when such supervision is not provided.

1.

S- 1149

COMMUNICATIONS & REPORTS FROM
CITY OFFICERS

Comm. from Mayor Alice K. Wolf relative
to an Agreement between the MWRA and
the City of Cambridge regarding the
development of an MWRA/municipal
strategy for controlling improper disposal
of waste oil.

In City Council,

November 19, 1990

Placed on file