

AGREEMENT PROVIDING FOR
CONVEYANCE
BY THE CITY OF PETERSBURG
OF WASTEWATER
EMANATING FROM THE
City of Colonial Heights

THIS AGREEMENT, made and entered into this 2nd day of July, 1996, by and between the CITY OF PETERSBURG, a municipal corporation of the Commonwealth of Virginia, hereinafter referred to as "Petersburg", and the CITY OF COLONIAL HEIGHTS, of the Commonwealth of Virginia, hereinafter referred to as "Colonial Heights";

WITNESSETH: That, for and in consideration of the mutual covenants and agreements contained herein, Petersburg and Colonial Heights, hereinafter referred to individually as "party" and together as "parties", hereby mutually represent, covenant and agree as follows:

SECTION 1

The definitions of pertinent words and terms in this Agreement shall be as follows:

- (a) "Act" shall mean the Federal Water Pollution Control Act (also known as the Clean Water Act), 33 U.S.C. 1251 et seq.
- (b) "Allocated Contract Capacity" shall mean the Average Daily Wastewater Flow reserved by Petersburg for the use of Colonial Heights.
- (c) "Average Daily Wastewater Flow" shall be the total flow of Wastewater, introduced by Colonial Heights to the Sewerage System during the month, divided by the number of days in such month (expressed in MGD).

- (d) "BOD;" (biochemical oxygen demand) shall mean the quantity of oxygen used in the biochemical oxidation of organic matter in five days at 20 degrees Centigrade (expressed in milligrams per liter ("mg/l")).
- (e) "Force Main" shall mean a pressure pipe located under or over highways, roads, streets, streams, and rights of way that conveys pumped Wastewater or Industrial Wastes or a combination of both.
- (f) "GPM" shall mean gallons per minute.
- (g) "Incorporating Subdivisions" shall mean the City of Petersburg, the City of Colonial Heights, Chesterfield County, Dinwiddie County and Prince George County.
- (h) "Industrial Wastes" shall mean any solid, liquid, or gaseous substance discharged, permitted to flow or escaping in the course of any industrial, manufacturing, trade, or business process, or in the course of the development, recovery or processing of natural resources, as distinct from Wastewater.
- (i) "MGD" shall mean million gallons per day.
- (j) "Month" or "Monthly" shall mean calendar month, unless the Agreement specifies otherwise.
- (k) "Peak Daily Flow Rate" shall mean the maximum allowable flow of Wastewater, introduced by Colonial Heights to the Sewerage System during any 24 hour period. Unless otherwise stated in this Agreement, the Peak Daily Flow Rate allowable to the Sewerage System is numerically defined as the Average Daily Wastewater Flow Rate times a factor of 2.63.
- (l) "Plant" shall mean the South Central Wastewater Authority (SCWWA) Wastewater Treatment Plant and all accessories which handle, treat, or otherwise process the Wastewater delivered to it from the Sewerage System of collecting pipelines, Pumping Stations and Force Mains.
- (m) "Pollutant" shall mean any dredged spoil, solid waste, incinerator residue, sewage, garbage, sewage sludge, munitions, medical wastes, chemical wastes, Industrial Wastes, biological materials, radioactive materials, heat, wrecked or discharged equipment, rock, sand, or cellar dirt.

- (n) "ppm" or Parts per Million shall mean a weight-to-weight ratio; the parts-per-million value multiplied by the factor 8.345 shall be equivalent to pounds per million gallons of water.
- (o) "Pumping Station" shall mean a Wastewater pumping or ejector station located in a Wastewater collection system for the pumping or lifting of Wastewater or Industrial Wastes or a combination of both from a lower elevation to a higher elevation.
- (p) "Sewerage System" shall mean the system of collection lines and collection facilities, owned and operated by the City, which convey Wastewater from the points of connection set forth in Section 7 of this Agreement to the Plant.
- (q) "South Central Wastewater Authority" (SCWWA) shall mean that public body politic and corporate established pursuant to the Virginia Water and Sewer Authorities Act, Chapter 28, Title 15.1 of the Code of Virginia, as amended for the purpose of providing sewage treatment services for the Incorporating Subdivisions.
- (r) "Standard Methods" shall mean the examination and analytical procedures set forth in the most recent edition of "Standard Methods for the Examination of Water, Wastewater, and Industrial Wastes" published jointly by the American Public Health Association, the American Water Works Association and the Water Pollution Control Federation.
- (s) "Suspended Solids" shall mean solids that either float on the surface of, or are suspended in, water, Wastewater or other liquids and that are removable by filtration. The procedure for determining concentrations of suspended solids shall be analytical procedures set forth in the latest edition at the time of sampling or testing of "Standard Methods".
- (t) "Toxics" shall mean any of the Pollutants designated by Federal regulations pursuant to Section 307(a)(1) of the Act.
- (u) "Wastewater" shall mean a combination of liquid and water-carried waste from residences, commercial buildings, institutions and industrial establishments within the Incorporating Subdivisions or any non-member jurisdiction, together with any

groundwater, surface water and storm waters that may be present. The term Wastewater shall include Industrial Waste.

SECTION 2

The Parties hereby acknowledge that Colonial Heights is providing Wastewater conveyance services for a portion of Chesterfield County, pursuant to a separate Agreement dated _____.

SECTION 3

Subject to the other terms and conditions of this Agreement, Petersburg hereby grants to Colonial Heights the right to discharge the Wastewater collected within designated areas of Chesterfield County and Colonial Heights, as established by those jurisdictions, to the Sewerage System for conveyance to the Plant.

SECTION 4

Subject to the other terms and conditions of this Agreement, Petersburg hereby agrees to accept, receive, and transport to the Plant, Wastewater collected within Colonial Heights, in a manner required and approved by the Commonwealth of Virginia, or the designated governmental agency having jurisdiction over the conveyance of Wastewater. The parties acknowledge that the Plant is solely owned by the South Central Wastewater Authority and that operation of the Plant shall be the sole responsibility of the South Central Wastewater Authority.

SECTION 5

Colonial Heights agrees that such Wastewater, Industrial Wastes, chemicals or other material collected by Colonial Heights that are transported to the Plant pursuant to this Agreement shall not:

- (a) Have a temperature higher than 150 degrees F.;
- (b) contain more than 100 ppm of fat, oil, or grease (FOG);
- (c) contain substances that create a fire or explosion hazard in the Sewerage System, but not limited to, gasoline, benzene, naphtha, fuel oil, or other flammable or explosive liquid, solid, gas, or wastestreams with a closed cup flashpoint of < 140 degrees F or 60 degrees C using test methods specified in 40 CFR 261.21;
- (d) contain any unground garbage;
- (e) contain any ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, paunch manure, or any other solid or viscous substance capable of causing obstruction or other interference with the proper operation of the Sewerage System;
- (f) have a "ph" lower than 5.0 or higher than 9.0 or having any other corrosive property capable of causing damage or hazard to structures, equipment or personnel of the Sewerage System;
- (g) contain any Toxic Pollutants enumerated in Federal regulations pursuant to Section 307(a)(1) of the Act;
- (h) cause obstruction to the flow in sewers, or other interference with the operation of the Sewerage System due to accumulation of solid or viscous materials;
- (i) contain petroleum oil, nonbiodegradable cutting oil, or products of mineral oil origin in amounts that will cause interference or pass through;
- (j) contain radioactive wastes in harmful quantities as defined by applicable State and Federal regulations.

SECTION 6

Petersburg agrees to keep and maintain its existing Sewerage System used jointly by Petersburg and Colonial Heights, including any additions or improvements thereto, in reasonable repair and operating condition to allow Colonial Heights to use the Sewerage System to transport Wastewater to the Plant pursuant to this Agreement.

SECTION 7

Wastewater originating in Colonial Heights shall be delivered to and accepted by Petersburg into its Sewerage System at the following points of connection:

- (A) C&B Pump Station (Rolfe and Sapony Streets)
- (B) At other points mutually agreed upon in writing by the parties' respective Directors of Public Utilities.

Wastewater shall be transported to the points of connection by Colonial Heights through sewers constructed and maintained by Colonial Heights at its sole expense. Wastewater shall be transported from the points of connection to the Plant through the Sewerage System subject to the conditions as set forth in this Agreement.

SECTION 8

Subject to the other terms and conditions of this Agreement, Petersburg agrees to accept, receive, and transport to the Plant, the Wastewater from Colonial Heights up to the following stated limitations:

<u>Points Of Connection</u>	<u>Average Daily Wastewater Flow Rate</u> (MGD)	<u>Peak Daily Wastewater Flow Rate</u> (MGD)
C&B Pump Station	.60	1.58

Colonial Heights shall not reallocate Wastewater flow limitations provided by this section among the points of connection without the specific written approval of Petersburg. Such approval shall be limited by the actual hydraulic capacity of the Sewerage System. Increases in that capacity may be implemented in accordance with Section 9 of this Agreement.

SECTION 9

A separate payment shall be paid by Colonial Heights to Petersburg for its proportional share of the capital costs associated with equipment replacement, or other capital improvement expenses necessary to maintain the Sewerage System at the same hydraulic capacity that exists on the date of this Agreement.

When capital costs or improvement projects are required for increased hydraulic capacity for gravity sewers, pump stations and force mains, which convey Wastewater from Colonial Heights, an additional payment shall be paid to Petersburg by Colonial Heights. Colonial Heights shall pay its proportional cost of the required improvement cost based on Colonial Heights' increase in hydraulic capacity divided by the hydraulic capacity increase of the improvement. It is understood by the parties hereto, that the portion of C&B Force Main located within the Corporate Limits of Petersburg is the property of Colonial Heights and that accordingly, that Force Main shall be replaced and maintained by Colonial Heights.

SECTION 10

In addition to surcharges that may be assessed by the South Central Wastewater Authority against Colonial Heights for Wastewater quality violations as defined in the Service Agreement entitled Service Agreement for the South Central Wastewater Authority dated July 2, 1996, Petersburg may assess a penalty charge against Colonial Heights for violations of the Wastewater parameters enumerated in Section 5 of the Agreement. This penalty charge may only be assessed when the violation increases the routine operation and maintenance cost of the Sewerage System. The penalty shall be 1.25 times the actual cost of the increase. Colonial Heights shall have access to all records of Petersburg that are necessary for Colonial Heights to confirm the actual cost of any such increase.

SECTION 11

If any bill rendered to Colonial Heights by Petersburg is not paid by Colonial Heights within forty (40) days of Colonial Heights' receipt of the bill or within forty (40) days after any dispute between Colonial Heights and Petersburg over the accuracy of the bill has been resolved, whichever is later, Colonial Heights shall pay to Petersburg interest on the amount unpaid from the expiration of the applicable forty (40) day period until paid, at the rate established by State Statute for unpaid judgments.

SECTION 12

All bonds, notes or other obligations of Petersburg currently held or to be issued by Colonial Heights, shall, for all purposes of this Agreement, be the sole obligation of Petersburg and shall not in any way, directly or indirectly, be deemed the debt or liability of Colonial Heights.

SECTION 13

Whenever the consent of the Commonwealth of Virginia or any of its political subdivisions is required to carry out any obligation of either party to this Agreement, it shall be the duty of Petersburg to procure the required consent and Colonial Heights shall not be bound by this contract until such authority is obtained.

SECTION 14

Each party shall have the right at any time during normal business hours to inspect the books and records of the other in order to ascertain the correctness of any figures used in computing the liability of either to the other.

SECTION 15

If either party is unable to secure any governmental or municipal consent, which is essential to the performance of this contract, then this contract shall become null and void.

SECTION 16

Upon the execution of this contract by Petersburg and Colonial Heights, this Agreement shall become effective. However, the terms of this Agreement shall be contingent upon the transfer of the Plant from Petersburg to the South Central Wastewater Authority and Colonial Heights having a service agreement with the South Central Wastewater Authority to provide treatment for Wastewater. Until the terms of this Agreement become effective, the Agreement between the parties for Wastewater conveyance dated December 1, 1970, shall remain in full force and effect. The Agreement dated December 1, 1970, shall be superseded by this Agreement when the terms of this Agreement become effective.

SECTION 17

If there is any change in any state or federal requirements or rules which compels Petersburg to alter, enlarge, change, or otherwise improve the Sewerage System, then Colonial Heights shall pay its proportional share of such improvement cost based upon the relationship between the capacity allocated to Colonial Heights under this Agreement and the total Sewerage System capacity at the time of the improvement.

SECTION 18

Subject to the provisions of Section 16, this Agreement shall take full force and effect upon its execution by the parties hereto and shall continue for a time period of forty (40) years. This Agreement may be changed or modified only with the consent of the governing bodies of both Petersburg and Colonial Heights.

SECTION 19

This Agreement between Petersburg and Colonial Heights supersedes all previous Wastewater conveyance, treatment and disposal agreements between Petersburg and Colonial Heights.

SECTION 20

IN WITNESS WHEREOF, Petersburg has caused this Agreement to be signed in its corporate name by its City Manager, and its seal to be affixed and attested by the Clerk of Council; and Colonial Heights has caused its corporate name to be signed here by its City Manager and its seal to be affixed and attested by the Clerk of Council, all of which is done as of the 2nd day of July, 1996, pursuant to ordinance duly adopted by the City Council of Petersburg, and resolution of the City Council of Colonial Heights.

CITY OF PETERSBURG

(SEAL)

By Valerie C. Rimmer
City Manager

ATTEST:

Susan J. Brauza
Clerk of Council

CITY OF COLONIAL HEIGHTS

(SEAL)

By Robert J. ...
City Manager

ATTEST:

Rita C. Schittone
Clerk of Council

CHESTERFIELD COUNTY

BOARD OF SUPERVISORS

P.O. Box 40

CHESTERFIELD, VIRGINIA 23832-0040

G. H. APPLGATE, CHAIRMAN
CLOVER HILL DISTRICT

C. F. CURRIN, JR., VICE CHAIRMAN
BERMUDA DISTRICT

MARRY G. DANIEL
DALE DISTRICT

JESSE J. MAYES
MATOACA DISTRICT

MAURICE B. SULLIVAN
MIDLOTHIAN DISTRICT



LANE B. RAMSEY
COUNTY ADMINISTRATOR

November 30, 1989

Mr. Guthrie Smith
Director of Public Works/Utilities
City of Petersburg
City Hall Annex
900 Magazine Road
Petersburg, VA 23803

Dear Mr. Smith:

RE: Flow Allocations

I am writing to request a reallocation of flows between the Colonial Heights connection and the Ettrick connection as provided in Section 7 of the Agreement between the City and the County dated October 18, 1977.

The requested reallocation is as shown below:

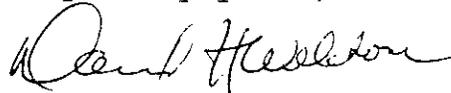
Connection	Average Daily Sewage Flow MGD	Peak Sewage Flow MGD
Colonial Heights Connection	0.76	1.9
Ettrick Connection	<u>0.24</u>	<u>0.6</u>
	1.0	2.5

I am enclosing two copies of this letter. Please sign granting approval of the reallocation in the space provided and return one copy to me.

Mr. Guthrie Smith
November 30, 1989
Page 2

If there are any question, please call me at 748-1401.

Very truly yours,



David H. Welchons
Director of Utilities

DHW:bw

A:Nov5489.doc

APPROVED:

By: _____

Date: _____

