

AGREEMENT PROVIDING FOR  
*CONVEYANCE*  
BY THE CITY OF PETERSBURG  
OF WASTEWATER  
EMANATING FROM  
Chesterfield County

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 "City", and CHESTERFIELD COUNTY, a political subdivision of the Commonwealth of Virginia, hereinafter referred to as "the County".

WITNESSETH: That, for and in consideration of the mutual covenants and agreements contained herein, the City and the County, 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 the City for the use of the County.
- (c) "Average Daily Wastewater Flow" shall be the total flow of Wastewater, introduced by the County to the Sewerage System during the month, divided by the number of days in such month (expressed in MGD).

- (d) "BOD<sub>5</sub>" (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 the County 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 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 6 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 to 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

Subject to the other terms and conditions of this Agreement, the City hereby grants to the County the right to discharge the Wastewater collected within the County to the Sewerage System for conveyance to the Plant.

## SECTION 3

Subject to the other terms and conditions of this Agreement, the City hereby agrees to accept, receive, and transport to the Plant, Wastewater collected within the County, 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 4

The County agrees that the Wastewater, Industrial Wastes, chemicals or other material collected by the County 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 including, 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 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 of 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 5

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

SECTION 6

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

- (A) Etrick Pump Station
- (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 the County through sewers constructed and maintained by the County 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 7

Subject to the other terms and conditions of this Agreement, the City agrees to accept, receive, and transport to the Plant, the Wastewater from the County 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)
Etrick Pump Station	.40	1.05

The County shall not reallocate Wastewater flow limitations provided by this section among the points of connection without the specific written approval of the City. 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 8

For billing purposes, the County agrees to provide and maintain, at its expense, indicating/totalizing and recording meters approved by the City at each point of connection. The City shall have full access at all times to said meters in order to test, read, and inspect the meters. All meters shall be calibrated by factory-trained meter technicians at least once every 12 months at the expense of the County. The County shall submit to the City records of calibration for verification purposes. The meter records shall be kept on file by the County for a period of three (3) years.

The required meters will be installed within 12 months after the date that this Agreement is executed by the last party to execute the Agreement. The stipulated penalty to the County for not having approved meters for each point of connection after the 12 month installation deadline has expired shall be \$100 per day per point of connection. Additionally, if the City determines that a required meter has not been installed, is not properly calibrated or is defective, the City will estimate the Wastewater generation for that quarterly billing period, and request of the County, in writing, installation, calibration or repair of the meter accordingly. Should the meter not be installed, calibrated or repaired within 30 days following written notification by the City, without limitation as to any other remedy available to the City, the subsequent billings shall be estimated by the City, and a surcharge of an additional 25 percent payment shall be applied to the bill until the meter is installed, calibrated or repaired.

## SECTION 9

The County agrees to pay the City for sewage conveyance, operation and maintenance \$.05 per 1,000 gallons. The City shall bill quarterly on September 30, December 31, March 31, and June 30 of each year.

Payments by the County to the City are for routine operation and maintenance of the Sewerage System. The payment fee may be increased, by agreement of the parties, five (5) years from the effective date of this Agreement and at the end of every five (5) year period

thereafter but shall not exceed the County's prorata share of actual operation and maintenance costs. The parties agree to negotiate in good faith to agree upon any payment fee increase. In the event that no agreement is reached, the fee will be increased by the City's estimate of actual cost or the aggregate increase in the Consumer Price Index over that period of time, whichever is less.

This fee shall be calculated using the following formula:

Quarterly Conveyance Operation and Maintenance Fee (QCOMF)

$$QCOMF = (Q_a + Q_b) \times \$.05/1,000$$

$Q_a$  = Total Metered Flow from Ettrick Pump Station

$Q_b$  = Total Metered Flow from Other Mutually Agreed Upon Points of Connection

A separate payment shall be paid by the County to the City 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 the County, an additional payment shall be paid to the City by the County. The County shall pay its proportional share of the required improvement cost based on the County's increase in hydraulic capacity divided by the hydraulic capacity increase of the improvement.

In addition, the County shall pay the City for debt service of capital line costs on an annual basis in the amount of \$4,038, in equal quarterly installments, for the Ettrick Pump Station Point of Connection through October 2002.

#### SECTION 10

In addition to surcharges that may be assessed by the South Central Wastewater Authority against the County for Wastewater quality violations as defined in the Service Agreement entitled Service Agreement for the South Central Wastewater Authority dated July

2, 1996, the City may assess a penalty charge against the County for violations of the Wastewater parameters enumerated in Section 4 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. The County shall have access to all records of the City that are necessary for the County to confirm the actual cost of any such increase.

#### SECTION 11

If any bill rendered to the County by the City is not paid by the County within forty (40) days of the County's receipt of the bill or within forty (40) days after any dispute between the City and the County over the accuracy of the bill has been resolved, whichever is later, the County shall pay to the City 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 the City currently held or to be issued by the City, shall, for all purposes of this Agreement, be the sole obligation of the City and shall not in any way, directly or indirectly, be deemed the debt or liability of the County.

#### 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 the City to procure the required consent and the County 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 the City and the County, this Agreement shall become effective. However, the terms of this Agreement shall be contingent upon the transfer of the Plant from the City to the South Central Wastewater Authority and the County 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 October 18, 1977, shall remain in full force and effect. The Agreement dated October 18, 1977, 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 the City to alter, enlarge, change, or otherwise improve the Sewerage System, then the County shall pay its proportional share of such improvement cost based upon the relationship between the capacity allocated to the County 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 the County and the City.

**SECTION 19**

This Agreement between the County and the City supersedes all previous Wastewater conveyance, treatment and disposal agreements between the County and the City.

**SECTION 20**

IN WITNESS WHEREOF, the City 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 the County has caused its corporate name to be signed here by its County Administrator and its seal to be affixed and attested by the County Clerk, all of which is done as of the 2nd day of July, 1996, pursuant to ordinance duly adopted by the City Council of the City of Petersburg, and resolution of the County Board of Supervisors.

CITY OF PETERSBURG

(SEAL)

By *Robert C. Lawrence*  
City Manager

ATTEST:

*Susan J. Crawford*  
Clerk of Council

CHESTERFIELD COUNTY

(SEAL)

By *John B. Ramsey*  
County Administrator

ATTEST:

*James L. Davis*  
County Clerk

Approved as to form:

*Stylian P. Parthemos*  
Stylian P. Parthemos  
Senior Assistant County Attorney