

AGREEMENT PROVIDING FOR  
*CONVEYANCE*  
BY THE CITY OF PETERSBURG  
OF WASTEWATER  
EMANATING FROM  
**Dinwiddie 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 DINWIDDIE COUNTY WATER AUTHORITY, hereinafter referred to as "DCWA".

WITNESSETH: That, for and in consideration of the mutual covenants and agreements contained herein, the City and DCWA, 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 DCWA.
- (c) "Average Daily Wastewater Flow" shall be the total flow of Wastewater, introduced by the DCWA 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) "DCWA" 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 conveyance and treatment services to a portion of Dinwiddie County.
- (f) "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.
- (g) "GPM" shall mean gallons per minute.
- (h) "Incorporating Subdivisions" shall mean the City of Petersburg, the City of Colonial Heights, Chesterfield County, Dinwiddie County, and Prince George County.
- (i) "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.
- (j) "MGD" shall mean million gallons per day.
- (k) "Month" or "Monthly" shall mean calendar month, unless the Agreement specifies otherwise.
- (l) "Peak Daily Flow Rate" shall mean the maximum allowable flow of Wastewater, introduced by the DCWA 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.
- (m) "Plant" shall mean the South Central Wastewater Authority (SCWWA) Water 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.

- (n) "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.
- (o) "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.
- (p) "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.
- (q) "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.
- (r) "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.
- (s) "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.
- (t) "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".

- (u) "Toxics" shall mean any of the Pollutants designated by Federal regulations pursuant to Section 307(a)(1) of the Act.
- (v) "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 and agree:

- (a) That DCWA, in accordance with the Support Agreement dated June 28, 1996, between DCWA and Dinwiddie County, shall include, to the extent necessary, any amounts payable under this Agreement in its annual budget request to the Dinwiddie County Administrator and the Dinwiddie County Administrator shall include any such amounts in his annual budget request to the County Board of Supervisors.
- (b) That the DCWA will be providing wastewater conveyance services to Central State Hospital and Southside Training Center, pursuant to a separate agreement.

## SECTION 3

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

#### SECTION 4

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 Dinwiddie County by DCWA, 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

DCWA agrees that the Wastewater, Industrial Wastes, chemicals or other material collected by DCWA 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 6

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

#### SECTION 7

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

- (A) Dinwiddie County Metering Station
- (B) Piney Beach (Rohoic Creek Pump Station)
- (C) Central State Hospital
- (D) Southside Training Center
- (E) 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 DCWA through sewers constructed and maintained by DCWA or Dinwiddie County at their 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, the City agrees to accept, receive, and transport to the Plant, Wastewater collected by DCWA 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)
Dinwiddie County Metering Station	1.58	4.16
Piney Beach (Rohoic Creek P.S.)	.07	.18
Central State Hospital	.33	.87
Southside Training Center	<u>.02</u>	<u>.05</u>
	2.00	5.26

The DCWA 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 10 and 20 of this Agreement.

**SECTION 9**

For billing purposes, DCWA 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

This fee shall be calculated using the following formula:

Quarterly Conveyance Operation and Maintenance Fee (QCOMF)

$$QCOMF = (Q_a + Q_b + Q_c + Q_d + Q_e) \times \$0.05/1,000$$

$Q_a$  = Total Metered Flow from Dinwiddie County Metering Station

$Q_b$  = Total Metered Flow from Piney Beach

$Q_c$  = Total Metered Flow from Central State Hospital

$Q_d$  = Total Metered Flow from Southside Training Center

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

A separate payment shall be made by DCWA 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 collected by DCWA, an additional payment shall be paid to the City by DCWA. DCWA 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.

## SECTION 11

In addition to surcharges that may be assessed by the South Central Wastewater Authority against DCWA 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 DCWA 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.

DCWA shall have access to all records of the City that are necessary for DCWA to confirm the actual cost of any such increase.

#### SECTION 12

If any bill rendered to DCWA by the City is not paid by DCWA within forty (40) days of DCWA's receipt of the bill or within forty (40) days after any dispute between the City and DCWA over the accuracy of the bill has been resolved, whichever is later, DCWA 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 13

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 DCWA.

#### SECTION 14

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 DCWA shall not be bound by this contract until such authority is obtained.

#### SECTION 15

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 16

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 17

Upon the execution of this contract by the City, and DCWA, 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 DCWA 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 May 22, 1972, as supplemented by an agreement dated September 17, 1974, shall remain in full force and effect. The Agreement dated May 22, 1972, as supplemented by an agreement dated September 17, 1974, shall be superseded by this Agreement when the terms of this Agreement become effective.

## SECTION 18

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 DCWA shall pay its proportional share of such improvement cost based upon the relationship between the capacity allocated to DCWA under this Agreement and the total Sewerage System capacity at the time of the improvement.

## SECTION 19

Subject to the provisions of Section 17, this Agreement shall take full force and effect upon its execution by the parties 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 DCWA and the City.

**SECTION 20**

Expansion of the Sewerage System shall be accomplished in accordance with the Addendum to this Agreement, such Addendum being attached hereto and made a part hereof.

**SECTION 21**

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

**SECTION 22**

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 DCWA has caused its corporate name to be signed here by its Vice Chairman and its seal be affixed and attested by the Secretary of the Board of Directors; 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 DCWA Board of Directors.

CITY OF PETERSBURG

(SEAL)

By Marie C. Rennie  
City Manager

ATTEST:

Susan Crawford  
Clerk of Council

DINWIDDIE COUNTY WATER  
AUTHORITY

(SEAL)

By T. J. [Signature]  
Vice Chairman

ATTEST:

Carol Chambers Vincent  
Secretary of Board of Directors

## ADDENDUM

It is understood and agreed by the parties hereto that portions of the Sewerage System in place as of the date of this Agreement are at or near hydraulic maximum capacity. Acceptance by the City of additional flows from DCWA will require Sewerage System improvements to increase the system's capacity. Until such improvements are accomplished, it is understood that the City will not be obligated to accept flows in excess of one MGD.

In this regard, DCWA agrees to pay the City a wastewater connection fee of \$1,500,000.00 on the effective date of the Agreement. Such fee shall be separately accounted for by the City and may be used only in accordance with the terms of this Addendum. The City shall use a portion of this fee to employ competent and licensed civil engineers to design improvements to the Sewerage System that will increase its capacity sufficiently to accommodate the flows from DCWA as established herein and the flows of the City and other Incorporating Subdivisions using the Sewerage System. Plans and specifications for the design shall be completed and advertised for bid within 12 months after the date of this Agreement in accordance with applicable Virginia procurement laws. The bid solicitation shall be developed in a way that will result in responses quoting prices from each segment of the improvements so that DCWA, the City and others using ("users") the Sewerage System can mathematically determine their proportionate share of the price of each segment based upon the total flow allocation to DCWA and the other users of the Sewerage System.

Upon bid opening, the low bid will be determined and the price to be paid by each user of the Sewerage System shall be disclosed. At that time, if each user agrees in writing to pay its share of the total price, the construction contract shall be executed by the City and the work completed in an expeditious manner. Each user shall pay to the City its proportionate share of each bill received by the City as construction is accomplished. All of the remainder of DCWA's connection fee, including any interest earned thereon, shall be applied to DCWA's share of the contract payments for the system improvements. Additional

costs that are the responsibility of DCWA, if any, will be paid to the City when the connection fee has been exhausted.

In the event that all the users, including the City, do not agree to pay their proportionate share of the construction contract, unless otherwise agreed upon at that time, the construction contract will not be executed. The DCWA shall then direct the City as to its desires relating to the use of the remainder of the connection fee for improvements to the Sewerage System. The City shall then expend those funds to improve the Sewerage System to increase its capacity in accordance with DCWA's direction, and all increases in capacity accomplished with connection fee funds will then be available to DCWA.