

**NUTRIENT ALLOCATION ADDENDUM
TO THE
WASTEWATER AGREEMENT
BETWEEN
THE COUNTY OF GOOCHLAND, VIRGINIA
AND
THE CITY OF RICHMOND, VIRGINIA**

THIS NUTRIENT ALLOCATION ADDENDUM to the Wastewater Agreement between the County of Goochland, Virginia and the City of Richmond, Virginia (the "Addendum") is made this 4th day of August, 2009, by and between THE COUNTY OF GOOCHLAND, VIRGINIA ("Goochland") and THE CITY OF RICHMOND, VIRGINIA ("Richmond").

WHEREAS, Goochland and Richmond are parties to an existing agreement entitled "Wastewater Agreement between the County of Goochland, Virginia and the City of Richmond, Virginia," dated the 1st day of June, 2002 (the "Wastewater Agreement"); and

WHEREAS, pursuant to the Wastewater Agreement, Richmond provides wastewater treatment service to Goochland to remove pollutants including nitrogen and phosphorus, and Goochland provides conveyance of wastewater to Richmond; and

WHEREAS, Richmond has been issued General Permit VAN040085 for Total Nitrogen and Total Phosphorus Discharges and Nutrient Trading in the Chesapeake Bay Watershed with a discharged total nitrogen wasteload allocation of 1,096,402 pounds per year and a discharged total phosphorus wasteload allocation of 68,525 pounds per year ("Nutrient Allocations"); and

WHEREAS, Goochland pays certain capacity charges and fees under the Wastewater Agreement; and

WHEREAS, in recognition of such payments, Richmond is allocating a portion of its Nutrient Allocations to Goochland under the terms set forth herein; and

WHEREAS, Goochland desires to obtain such Nutrient Allocations to support its permit application to the Virginia Department of Environmental Quality (“DEQ”); and

WHEREAS, the parties agree that this Addendum will be mutually beneficial to and in the best interests of their respective citizens.

NOW, THEREFORE, for and in consideration of the promises and covenants contained herein, the parties mutually agree as follows:

Section 1. Wastewater Agreement Continued in Effect. This Addendum does not alter the terms of the Wastewater Agreement, which is specifically continued in effect.

Section 2. Term of Nutrient Allocations to Goochland from Richmond. Richmond will allocate the portion of its Nutrient Allocations set forth in Section 3 to Goochland for a term of ten (10) years from the effective date of the General Permit sought by Goochland in its permit application to DEQ, now expected to be January 1, 2011, and will extend such allocation to Goochland of the portion of its Nutrient Allocations for the term of any future extension of such permit or a new General Permit if sought by Goochland so long as the Wastewater Agreement and General Permit VAN040085 issued to Richmond for Total Nitrogen and Total Phosphorus Discharges and Nutrient Trading in the Chesapeake Bay Watershed remains in effect with a discharged total nitrogen wasteload allocation of 1,096,402 pounds per year and a discharged total phosphorus wasteload allocation of 68,525 pounds per year.

Section 3. Current Waste Load Allocation. Richmond has provided and agrees to continue to provide to Goochland a total waste load allocation (WLA) of 121,822.4 pounds per year for nitrogen and 7,613.9 pounds per year for phosphorus based on providing wastewater treatment service for up to five (5) million gallons per day of wastewater flow from Goochland for the term(s) set forth in Section 2.

Section 4. Amount of Provided Nutrient Allocations. Goochland shall allocate two thousand seven hundred and fifty (2,750) pounds per year of its total

nitrogen allocation and two hundred and seventy-five (275) pounds per year of its total phosphorus allocation to the proposed Oilville Wastewater Treatment Plant in Goochland during the term(s) set forth in Section 2. Goochland desires such allocation to support its permit application to DEQ for the proposed Oilville Wastewater Treatment Plant. The parties acknowledge that the Oilville Wastewater Treatment Plant will discharge its wastewater to a tributary of the James River, upstream of the Richmond Wastewater Treatment Plant discharge which will not change the ultimate receiving stream nutrient loading from the James River watershed.

Section 5. Cost of Provided Nutrient Allocations. The parties acknowledge that Goochland pays certain capacity charges and other fees under the Wastewater Agreement and therefore agree that Goochland will pay no additional compensation to Richmond for the Nutrient Allocations transfer provided for in this Addendum.

Section 6. Report to DEQ. The parties agree that Goochland shall report the internal allocation of the Goochland Nutrient Allocations to DEQ to show Goochland's compliance with DEQ Regulations.

Section 7. Consent to Use Nutrient Allocations. Richmond hereby agrees to cooperate in Goochland's application to DEQ and to assist with Goochland's efforts to obtain a VPDES permit for the Oilville Wastewater Treatment Plant, as well as any future extension thereof or new General Permit for such Plant as provided in Section 2 above, using the Nutrient Allocations provided to Goochland by Richmond.

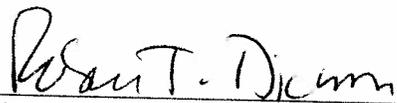
IN WITNESS WHEREOF, the County of Goochland, Virginia and the City of Richmond, Virginia have caused this Addendum to be executed by their duly authorized officers.

THE COUNTY OF GOOCHLAND,
VIRGINIA

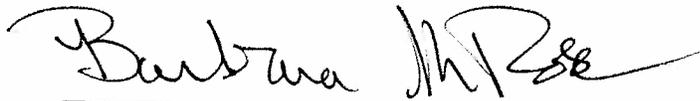
By: 
Andrew W. Pryor

Title: Chairman, Board of Supervisors
(as authorized by motion of the Goochland
County Board of Supervisors at its meeting
on August 4, 2009.)

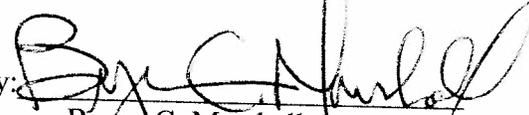
Attest:


Title: Clerk

Approved as to form:

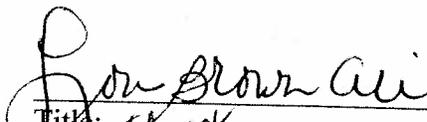

Goochland County Attorney

THE CITY OF RICHMOND, VIRGINIA

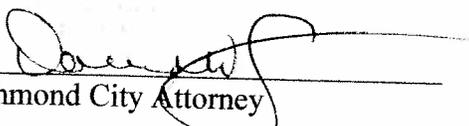
By: 
Byron C. Marshall

Title: Chief Administrative Officer
(as authorized by Ordinance No. 2009-205-215
adopted by the Richmond City Council at its
meeting on Nov. 23, 09.)

Attest:


Title: Clerk

Approved as to form:


Richmond City Attorney

WASTEWATER AGREEMENT
between
COUNTY OF GOOCHLAND, VIRGINIA
and
CITY OF RICHMOND, VIRGINIA

The COUNTY of GOOCHLAND, VIRGINIA enters the following wastewater agreement with the CITY of RICHMOND, VIRGINIA as of this 1st day of June, 2002.

Section 1. Recitals.

- a. Richmond owns and operates a Wastewater Treatment Plant (WWTP) and Conveyance System.
- b. Goochland desires to provide a higher level of wastewater treatment services to industrial, commercial and residential users within the County, and after considering several alternative options for provision of such wastewater treatment services, has determined that obtaining such services from the City pursuant to the terms and conditions set forth herein is in the interest of the County.
- c. In order to convey wastewater from Goochland to the City for treatment, Goochland must construct a pump station and force main system from Goochland through Henrico and through parts of the City to the Interconnection Point.
- d. Goochland has arranged with Henrico to transmit through the Goochland force main a certain amount of Henrico's wastewater that will be delivered to Henrico's wastewater system prior to reaching the Interconnection Point.
- e. This Agreement sets forth the terms and conditions under which Goochland will obtain and pay for, and under which the City will provide wastewater conveyance and treatment services, and under which the City may provide to Goochland additional assistance relating to the construction of Goochland's Transmission System Project.

Therefore, in consideration of the matters described above and the agreements and covenants contained herein, the Parties agree as follows:

Section 2. **Definitions.** For purposes of this wastewater agreement, unless the context otherwise requires, the following terms will have the meanings ascribed thereto:

"Additional Capacity Charges": the charges to increase the Wastewater Treatment Capacity available to Goochland from the Initial Wastewater Treatment Capacity up to a maximum of eight (8) mgd.

"Agreement": this wastewater agreement.

"Anticipated Connection Date": the date that Goochland desires to commence the conveyance of wastewater from its force main to the Conveyance System at the Metering Facility and Interconnection Point. Goochland shall establish this date by giving the City written notice at least sixty (60) days prior to Goochland's Anticipated Connection Date.

"CCI": the Construction Cost Index ("20-city" average) as published monthly in the Engineering News Record.

"City": the City of Richmond, Virginia (see also "Richmond").

"Contracted Wastewater Treatment Capacity": the then current Wastewater Treatment Capacity that Goochland has requested and the City has concurred in under the terms of this Agreement.

"Conveyance Capacity Charge": \$2.6 million which shall be paid to the City by Goochland over a thirty (30) year period as a part of Goochland's "treatment rate" (as defined in Section 13 herein). Such thirty (30) year period to begin when Goochland commences conveying wastewater to the Conveyance System.

"Conveyance System": the portion of the City's wastewater collection system consisting

of gravity sewers and other pipes, facilities and structures that are used to convey wastewater from Goochland's force main to the WWTP.

"County": the County of Goochland, Virginia (see also "Goochland").

"CPI": the Consumer Price Index for all items, U.S. city average for all urban consumers, seasonally adjusted, 1982-1984=100, as published monthly by the Bureau of Labor Statistics, an agency within the U. S. Department of Labor.

"DEQ": the Commonwealth of Virginia's Department of Environmental Quality.

"Effective Date": the date first above written.

"Failure Event": any break, rupture or failure of any portion of Goochland's force main that is located within the City's limits.

"Goochland": the County of Goochland, Virginia (see also "County").

"Henrico": the County of Henrico, Virginia.

"Initial Additional Capacity Rate": \$4.85 per gallon.

"Initial Treatment Capacity Charge": \$18.7 million which shall be paid to the City by Goochland over a thirty (30) year period as a part of Goochland's "treatment rate" (as defined in Section 13 herein). Such thirty (30) year period to begin when Goochland commences conveying wastewater to the Conveyance System.

"Initial Wastewater Treatment Capacity": the Contracted Wastewater Treatment Capacity on the Anticipated Connection Date of up to five (5) million gallons per day of Wastewater Treatment Capacity.

"Interconnection Point": the point of connection of the Goochland force main to the upstream outside wall of the Metering Facility.

"Maximum Treatment Capacity": The maximum total quantity in gallons of wastewater

as measured by the City that Goochland may convey to the Conveyance System for treatment during any calendar day or 24 hour metering period, which may not exceed 1.33 times the then current Contracted Wastewater Treatment Capacity purchased by Goochland.

"Metering Facility": a vault, located approximately at Cary Street and Maple Avenue in the City and to be constructed by Goochland on Goochland's force main, where Goochland's force main will convey wastewater to the Conveyance System. Goochland shall equip the vault to control and measure the wastewater conveyed from Goochland's force main to the Conveyance System.

"mgd": million gallons per day.

"One (1) Hour Peak Rate Conveyance Capacity": the maximum wastewater flow rate of twenty (20) mgd as measured by the City during any one (1) hour period during any calendar day or twenty-four (24) hour metering period.

"Parties": the City of Richmond, Virginia and the County of Goochland, Virginia.

"Project Costs": the actual amount of costs incurred by the City and directly related to an expansion, inflow and infiltration or other project that will provide additional Wastewater Treatment Capacity for Goochland.

"Public Improvements": (i) sidewalks, curbs, gutters, storm sewers, paving roadways, replacement of shrubs and bushes, seeding/sodding grass; (ii) repair and replacement of existing utility lines within the right-of-way; (iii) repair and replacement of existing telecommunication/cable lines within the right-of-way; and (iv) and any other improvements as may be justified by the final design of the Transmission System Project and mutually agreed upon by the City and Goochland.

"Reservation Fee": a fee paid annually by Goochland to reserve Wastewater Treatment

Capacity in the WWTP. This fee is payable under certain conditions as delineated in Section 12 of this Agreement.

"Richmond": the City of Richmond, Virginia (see also "City").

"Testing Period": The time period immediately prior to the Anticipated Connection Date, not to exceed seventy-two (72) consecutive hours, during which Goochland may complete check-out and calibration of the Metering Facility. For purposes of checking-out and calibrating the Metering Facility, Goochland may convey wastewater from its force main to the Conveyance System during the Testing Period.

"Transmission System Project": a pump station and force main system from Goochland through Henrico and through parts of the City to the Interconnection Point.

"Wastewater Treatment Capacity": the daily average wastewater quantity in millions of gallons, as measured by the City at the Metering Facility, conveyed from Goochland's force main to the Conveyance System for treatment at the WWTP. The City shall calculate the daily average wastewater quantity for any calendar month by adding the gallons of wastewater conveyed from Goochland's force main to the Conveyance System for all days during that calendar month and dividing that sum by the number of days in that month.

"Wastewater Treatment Plant" or "WWTP": the City's wastewater treatment plant, consisting of treatment and other facilities, structures and equipment located at 1400 Brander Street in the City.

"under construction": progressing on a reasonable schedule to completion, as determined in good faith by the City.

Section 3. **Termination of Earlier Agreement.** This Agreement terminates and cancels the Wastewater Agreement Between City of Richmond, Virginia and County of

Goochland, Virginia, dated July 25, 1995, the Amendment to July 25, 1995 Wastewater Agreement Between City of Richmond, Virginia and County of Goochland, Virginia, dated September 6, 1995, and the Amendment to July 25, 1995 Wastewater Agreement Between City of Richmond, Virginia and County of Goochland, Virginia dated October 17, 1995, all of which are of no further force or effect as of the Effective Date.

Section 4. **Goochland Transmission System Project.**

a. After the Effective Date, Goochland may elect to commence construction of its Transmission System Project. Goochland has contracted with Henrico to transport within Goochland's force main up to thirteen (13) mgd of Henrico's wastewater that will be delivered to Henrico's wastewater system prior to reaching the Interconnection Point.

b. If Goochland elects to construct its Transmission System Project, Goochland shall construct and equip, at no cost to the City, a Metering Facility. Goochland shall purchase, construct, install, and convey to the City, and the City shall own, operate and maintain the Metering Facility and such other structures and equipment to control and measure wastewater from Goochland's force main into the Conveyance System at the Metering Facility. The location, type, size, design and installation of the meter(s), structures and other equipment provided by Goochland to control and measure wastewater flowing from Goochland's force main into the Conveyance System must be approved by the City before Goochland may begin any construction to install the meter(s), structures and other equipment. The City shall measure at the Metering Facility the flow rates and quantities of wastewater conveyed from Goochland's force main to the Conveyance System. Goochland shall measure amounts of wastewater transmitted by Henrico to the Goochland pumping station and the amounts of wastewater that Goochland pumps through Goochland's force main. Goochland agrees to look solely to Henrico

County for reimbursement of payments made by Goochland to the City for any amounts of wastewater conveyed from Goochland's force main to the Conveyance System in excess of those amounts placed into Goochland's force main by Goochland.

c. Goochland shall own, operate and maintain any portion of Goochland's force main that is located within the City's limits up to the Interconnection Point. The City reserves the right to take appropriate action to respond to any Failure Event if Goochland fails to respond, as determined by the City, in a timely manner. If a Failure Event occurs and upon receiving oral notice from the City, Goochland shall immediately cease pumping wastewater through the portion of Goochland's force main located within the City's limits. In addition, Goochland shall reimburse the City for all costs and damages incurred by the City for repair and clean-up related to or arising from all Failure Events.

Section 5. **One (1) Hour Peak Rate Conveyance Capacity.** Upon acceptance by the City of the Metering Facility to be constructed and installed by Goochland at the Interconnection Point (as more fully described in Section 4 of this Agreement), the City shall make the One (1) Hour Peak Rate Conveyance Capacity available to Goochland, and the City shall reserve for Goochland this One (1) Hour Peak Rate Conveyance Capacity for so long as this Agreement is in effect. In order to ensure that Goochland is able to use the One (1) Hour Peak Rate Conveyance Capacity as soon as Goochland desires to do so, and to ensure that the City receives Goochland's payment when and as required under Section 14 of this Agreement, Goochland shall notify the City in writing at least sixty (60) days prior to the Anticipated Connection Date.

Section 6. **Initial Treatment Capacity.** Upon acceptance by the City of the Metering Facility, Goochland shall have the right to use the Initial Wastewater Treatment

Capacity, and the City shall reserve for Goochland the right to use this Initial Wastewater Treatment Capacity for so long as this Agreement remains in effect. This Initial Wastewater Treatment Capacity is presently available and will remain available to Goochland for use for so long as this Agreement remains in effect, except as otherwise provided in this Agreement. In order to ensure that Goochland is able to use the Initial Wastewater Treatment Capacity as soon as Goochland desires to do so, Goochland shall notify the City in writing at least sixty (60) days prior to the Anticipated Connection Date.

Section 7. **Additional Treatment Capacity, Up to 8 MGD.** When an additional three (3) mgd of Wastewater Treatment Capacity becomes available as provided hereafter, Goochland will have further options to purchase Wastewater Treatment Capacity in amounts up to an additional three (3) mgd, as provided in this Section 7, and up to a total of fifteen (15) mgd, as provided in Section 9 of this Agreement. The City shall provide Goochland with the opportunity to purchase capacity in two increments of one to two mgd each, the total of which will equal no less than three (3) mgd if such capacity is made available through an increase in the dry weather flow treatment capacity of the WWTP as determined by the DEQ, through a construction project that may involve reducing dry weather flow to the WWTP, or a combination thereof. The selection and timing of capacity enhancement options to meet the three (3) mgd additional capacity goal will be as mutually agreed by the Parties to provide the additional capacity in the most efficient and cost effective manner, and Goochland may ask the City to pursue either or both projects at the same time, provided that Goochland shall provide the City with written notice at least eighteen (18) months before Goochland desires the capacity to be added. The parties shall thereafter cooperate reasonably with each other to expedite construction while minimizing costs in order to obtain the added capacity. If Goochland asks the City to

pursue one project, such request will have no effect on Goochland's rights under this Agreement to later ask the City to pursue another project. Goochland shall pay Additional Capacity Charges for such expansions (from 5 mgd to 8 mgd of capacity) calculated as follows:

$$\text{ACC} = \text{IACR} * \frac{\text{CCI-P}}{\text{CCI-ED}} * \text{AWTC}$$

Where:

"ACC" is the amount of the Additional Capacity Charges;

"IACR" is the Initial Additional Capacity Rate;

"CCI-P" is the CCI last published by the Engineering News Record before the month that Goochland may use the additional Wastewater Treatment Capacity that Goochland wants to purchase from the City;

"CCI-ED" is the CCI last published by the Engineering News Record for the month immediately preceding the Effective Date; and

"AWTC" is the additional Wastewater Treatment Capacity that Goochland wants to purchase from the City.

If Goochland elects to add additional capacity in two (2) increments, instead of all at once, then the Additional Capacity Charges will be calculated according to the above formula for each increment at the time Goochland purchases each increment.

Section 8. **Payment of Capacity Charges in 5-8 MGD Range.**

a. For Wastewater Treatment Capacity expansion in the five (5) to eight (8) mgd range, Goochland shall pay to the City the Project Costs within sixty (60) days of Goochland's request to the City for additional Wastewater Treatment Capacity in the five (5) to eight (8) mgd range. The City shall not proceed with the Wastewater Treatment Capacity expansion requested

by Goochland until the City has received the Project Costs from Goochland as described in this Section 8.a.

b. If the Project Costs exceed the amount of the Additional Capacity Charges for the additional Wastewater Treatment Capacity requested by Goochland, calculated as prescribed in Section 7 of this Agreement, then the City shall pay such excess costs.

c. If the Project Costs are less than the amount of the Additional Capacity Charges, calculated as prescribed in Section 7 of this Agreement, for the additional Wastewater Treatment Capacity requested by Goochland, then Goochland shall also pay to the City the difference between the total Additional Capacity Charges, calculated as prescribed in Section 7 of this Agreement, and the Project Costs. For billing purposes under Section 14 of this Agreement, the amount Goochland owes the City under this Section 8.c will be due and payable immediately after the first month that the actual Wastewater Treatment Capacity equals or exceeds ninety percent (90%) of the Contracted Wastewater Treatment Capacity.

d. Project Costs or Additional Capacity Charges paid by Goochland under this Section 8 shall be in lieu of all capacity charges for the additional capacity made available by such projects.

Section 9. **Expansion of Treatment Capacity Beyond 8 MGD.** Increases in Wastewater Treatment Capacity beyond eight (8) mgd and not to exceed fifteen (15) mgd are anticipated to require expansions of the WWTP. However, if increases in capacity may be achieved by other means, in smaller increments, or at lower cost, or both, the City may offer options to increase capacity of the WWTP to Goochland. The City shall plan, design and construct any expansions of the WWTP, and Goochland may review and comment on such plans and designs. The City shall consider any comments provided by Goochland, but the City has

sole responsibility for planning, designing and constructing any expansions of the WWTP. The City shall make documents, plans and materials related to the WWTP available to Goochland and its consultants, and allow them access to the WWTP for purposes of commenting on the City's proposed plans and designs for expansions of the WWTP. The City's costs for planning, designing and constructing expansions of the WWTP for increases in Wastewater Treatment Capacity beyond eight (8) mgd and not to exceed fifteen (15) mgd will be passed on to Goochland at the City's actual cost, prorated by capacity allocations if the capacity achieved by any project is shared between Goochland and the City or any other party. The Parties agree that Goochland shall pay the contractors/vendors directly for Goochland's share of the cost of any such Wastewater Treatment Capacity expansions.

Section 10. **Flow Rates for Further Expansions.** Flow rates for Wastewater Treatment Capacity expansions beyond eight (8) mgd and not to exceed fifteen (15) mgd will be agreed upon by the Parties when planning such capacity expansions.

Section 11. **Limits on Flow Rates and Quantities of Wastewater.** Goochland shall limit the flow rates and quantities of wastewater delivered to the Metering Facility to the following:

- a. The daily average wastewater quantity that Goochland may convey from its force main to the Conveyance System may not exceed the Contracted Wastewater Treatment Capacity.
- b. The maximum flow rate of wastewater that Goochland may convey from Goochland's force main to the Conveyance System for any one (1) hour period during any calendar day or twenty-four (24) hour metering period may not exceed twenty (20) mgd. This equates to 833,333.33 gallons during any one (1) hour period. Goochland is not purchasing the

right to convey twenty (20) mgd of wastewater to the Conveyance System during any calendar day or twenty-four (24) hour metering period.

c. The maximum quantity in gallons of wastewater that Goochland may convey from Goochland's force main to the Conveyance System for treatment at the WWTP during any calendar day or twenty-four (24) hour metering period may not exceed the Maximum Treatment Capacity.

d. Wastewater flows conveyed from Goochland's force main to the Conveyance System that exceed the rates and quantities listed in Sections 11.a, 11.b or 11.c of this Agreement will be subject to a treatment charge at a rate of two hundred percent (200%) of the treatment rate as determined for any fiscal year in accordance with Section 14 of this Agreement.

e. If the actual flow rates and quantities of wastewater conveyed from Goochland's force main to the Conveyance System for treatment at the WWTP exceed the limit in Section 11.a of this Agreement for one hundred percent (100%) of the time in any three (3) consecutive months or exceed the limits in Sections 11.b or 11.c of this Agreement for more than fifty percent (50%) of the time in any three (3) consecutive months, then Goochland must pay the City for additional conveyance capacity and Wastewater Treatment Capacity, or reduce its flow rates and quantities of wastewater conveyed to the Conveyance System for treatment, and the City shall have its choice of either remedy or a combination of both remedies. At any point in time when this provision of this Agreement applies because the flow rates and quantities of wastewater conveyed from Goochland's force main to the Conveyance System for treatment at the WWTP exceed the limits in Sections 11.a, 11.b or 11.c of this Agreement, the City shall thereafter notify Goochland of that fact in writing within sixty (60) days, and the City shall specify in its notice which remedy or remedies it has chosen. If the City directs Goochland to

reduce the flow rates and quantities of wastewater conveyed from Goochland's force main to the Conveyance System for treatment at the WWTP, and Goochland fails to do so, as determined in good faith by the City, within two (2) weeks after receiving the City's written notice as specified above, then the City may unilaterally take any action it deems necessary to ensure that the flow rates and quantities of wastewater conveyed from Goochland's force main to the Conveyance System for treatment at the WWTP will no longer exceed the limits in Sections 11.a, 11.b or 11.c of this Agreement.

Section 12. **Reservation Fees.**

a. In the event that Goochland's Transmission System Project is not under construction by January 1, 2003, or in the event that construction on this project is abandoned or halted for more than ninety (90) days after January 1, 2003, such that, in the good faith opinion of the City, this project is not progressing on a reasonable schedule to completion, Goochland shall pay to the City a Reservation Fee to compensate the City for the economic loss it may incur by virtue of its inability to sell to another party the Wastewater Treatment Capacity held for Goochland. The City may waive any such Reservation Fee required by this Section 12.a.

b. Once paid, the Reservation Fee will require the City to reserve and hold for Goochland the Initial Wastewater Treatment Capacity for one year from the date of receipt of payment by the City.

c. If Goochland fails or neglects to pay the Reservation Fee within thirty (30) days of the demand of the City, then the City may terminate this Agreement pursuant to Section 20 of this Agreement.

d. The Reservation Fee will be due on an annual basis during any period in which construction on the Transmission System Project is halted, as described above, or has not commenced.

e. Once construction is commenced or recommenced following a halt, further Reservation Fees will not be required so long as the construction is pursued diligently, as determined in good faith by the City.

f. The initial amount of the Reservation Fee to be levied, if applicable, in January 2003, is \$1,620,000.00.

g. The Reservation Fee due at any point in time will be adjusted for inflation by multiplying the initial Reservation Fee of \$1,620,000.00 times the CCI last published preceding the date the City bills Goochland for the Reservation Fee then due and dividing the product thus obtained by the CCI in effect for the month of January 2003.

h. Goochland may continue to reserve Wastewater Treatment Capacity through the year 2007 by paying the Reservation Fee to the City when and as due in accordance with Section 14 of this Agreement. If the Reservation Fee due during the year 2007 is billable by the City in any month after January in the year 2007, then the City shall pro-rate the Reservation Fee for the year 2007 over the remaining months in the calendar year and bill Goochland for the pro-rated amount only. In any event, if Goochland's Transmission System Project is not in progress or completed, as determined in good faith by the City, by January 1, 2008, then Goochland will no longer have the option to reserve Wastewater Treatment Capacity in the WWTP, and the City may immediately terminate this Agreement pursuant to Section 20 of this Agreement.

i. If Goochland's Transmission System Project is not completed, but is in progress by January 1, 2008, as determined in good faith by the City, then Goochland may pay to the City

\$2 million per year starting in January 2008 in consideration for which the City shall reserve and hold for Goochland's use for that calendar year the Initial Wastewater Treatment Capacity. If Goochland's Transmission System Project is not completed by January 1, 2010, then Goochland will have no further right to pay for or receive the use of any Wastewater Treatment Capacity called for by this Agreement, and this Agreement will automatically terminate as of January 1, 2010 without any further action required by either Party.

Section 13. **Calculation of Treatment Charges.**

a. Goochland shall pay treatment charges to the City for each gallon of Goochland's wastewater treated by the City. Wastewater conveyed from Goochland's force main to the Conveyance System during the Testing Period and thereafter will incur treatment charges. The rate for treatment charges (the "treatment rate") will be calculated and billed as a rate per one thousand gallons of wastewater treated. The City shall calculate the treatment rate by adding the City's actual treatment costs recorded in the "wastewater treatment", "operations support", "technical support", and "administration" accounts to the total payments in lieu of taxes on income, gross receipts, and real and personal property, depreciation and an eight (8) percent rate of return (such actual treatment costs, total payments in lieu of taxes on income, gross receipts and real and personal property, depreciation and eight (8) percent rate of return determined to be allocable to the Wastewater Treatment Capacity then reserved by the City for Goochland, which initially shall be five (5) mgd), then dividing this sum by the total annual flow in gallons through the WWTP, and then dividing this quotient by one thousand (1,000). When calculating the treatment rate, the City shall exclude all costs incurred by the City that are related in any way to combined sewer overflow (CSO) issues or projects, including, without limitation, the Shockoe Retention Basin, CSO Projects 1 through 5, and any future CSO projects undertaken by the City.

In addition, the City shall exclude from the "administration" account payments relating to the Chesterfield and Henrico County wastewater contracts, and the City's costs related to public relations, bill preparation and data processing, and uncollectable accounts. The total annual cost to Goochland for wastewater treatment services provided by the City will equal the treatment rate per one thousand gallons multiplied by the annual volume in gallons of wastewater conveyed from Goochland's force main to the Conveyance System for treatment in the WWTP, as measured by the City at the Metering Facility, divided by one thousand (1,000).

b. The City shall not change the types of costs recorded in each account that is included in the calculation of Goochland's treatment rate without first notifying Goochland about the nature of the changes and the reasons for the changes. The City agrees that, based upon current costs, the treatment rate per one thousand gallons for fiscal year 2001 is \$1.13.

c. The City shall review the treatment rate annually at the end of the City's fiscal year, and adjust it if necessary, using customary rate-setting procedures used by the wastewater treatment industry, to reflect the City's actual costs for treatment of Goochland's wastewater. In the first year of operations under this Agreement, the City shall calculate the treatment rate according to the formula set out in Section 13.a of this Agreement, using the latest available actual costs. After the first year of operations under this Agreement, and because the City will not have actual costs applicable to any fiscal year until after the end of that fiscal year, the monthly amount due from Goochland will be calculated by using the most recent treatment rate that the City has calculated. When total actual costs for a fiscal year can be determined by the City, the amount of such costs shall be transmitted to Goochland along with a bill for any underpayment or a credit for any overpayment, whichever is applicable. Once the City has calculated a new treatment rate based on actual costs for the prior fiscal year, the City shall bill

Goochland at the new treatment rate for wastewater treatment services provided for Goochland. The City shall use this new treatment rate to bill Goochland until the City calculates the next new treatment rate after the close of the then current fiscal year.

Section 14. **Billing and Payment.**

a. The City may bill Goochland after each month for wastewater treatment services provided during that month by the City to Goochland.

b. The City may bill Goochland at any time after other charges under this Agreement become due.

c. Goochland shall pay the City in full for each invoice received from the City that pertains to the terms of this Agreement within thirty (30) days of the date of that invoice.

d. If Goochland fails to pay the City in full for any invoice received from the City that pertains to the terms of this Agreement, except an invoice for a Reservation Fee, within thirty (30) days of the date of that invoice, then Goochland will be in default under the terms of this Agreement.

e. If Goochland fails to pay the City in full for any invoice received from the City that pertains to the terms of this Agreement, within thirty (30) days of receipt of that invoice (which shall not be greater than forty-five (45) days from the date of that invoice), then Goochland shall pay the City interest on the unpaid balance of that invoice at an annual rate of twelve percent (12%) compounded daily until paid in full.

Section 15. **Capitalized Maintenance.** The City may capitalize maintenance expenditures where applicable accounting principles permit it to do so. After ten years have elapsed from the Effective Date, Goochland shall pay a pro rata portion of the City's then current capitalized maintenance expenditures for the WWTP, which will be determined by dividing

Goochland's Contracted Wastewater Treatment Capacity at that time by the dry weather flow treatment plant capacity as determined by the DEQ. The resulting percentage will be Goochland's portion of the capitalized maintenance expense. Any such expense may be paid by Goochland at the time the improvement is completed, or made a part of the treatment rate to be paid by Goochland by including a depreciation element for the improvement in question, or, if the City finances the improvement, may be paid by Goochland's payment of a pro rata portion of the debt service applicable to the improvement; at the City's option. Items with a useful life of less than ten years, as shown on Attachment A, will not be subject to the ten-year exemption.

Section 16. **Regulatory Improvements**. If any capitalized improvements to the Wastewater Treatment Plant itself are required by regulatory authorities as a matter of compliance with environmental requirements applicable to the WWTP, then Goochland will pay a pro rata share of such cost, determined and paid as provided in the preceding section, except that the ten-year exemption will not apply to these costs.

Section 17. **Metering**. The City shall meter flows at the Metering Facility so that the flow rates and quantities of wastewater conveyed from Goochland's force main into the Conveyance System may be accurately determined. The City shall keep daily records of the wastewater flows conveyed from Goochland's force main into the Conveyance System and shall report such daily flows to Goochland on a monthly basis.

Section 18. **Review of Billing Detail**. Each Party has the right to inspect, review or audit, during normal business hours, upon written request and at their own expense, the other Party's metering and other records used in calculating or otherwise related to wastewater conveyance and treatment costs or otherwise arising from or related to this Agreement.

Section 19. **Condemnation.**

a. Goochland shall endeavor to acquire all rights of way and any other interests in land necessary for the force main through negotiated purchase. If Goochland is unable to purchase a necessary right of way following good faith negotiations with the landowner(s) and presentation of a final good faith written offer based upon appraisals obtained from a licensed general appraiser holding a designation with the Appraisal Institute, then Goochland may initiate condemnation proceedings pursuant to Section 15.2-1800, Section 15.2-2109 and Title 25 of the Code of Virginia of 1950, as amended.

b. If any party to actual or potential condemnation proceedings challenges or threatens to challenge Goochland's lawful authority to condemn property located in the City, then the City agrees that, upon the request of the County, it will consider immediately whether to initiate in the appropriate court a condemnation action against the subject property.

c. If the City initiates a condemnation action pursuant to this Section 19 of this Agreement, then the City agrees to proceed expeditiously and to pursue each case diligently, seeking to bring it to conclusion as soon as possible.

d. If appropriate, the City may use its "quick-take" powers.

e. Goochland shall pay all of the City's expenses and costs of the condemnation proceedings, including, without limitation, property costs, legal fees, and other costs arising from or related to the condemnation proceedings.

f. Before the City will agree to use its "quick-take" powers, Goochland shall pay to the City or to the Circuit Court where the condemnation proceeding is filed, the estimated value of the property being condemned and the estimated damages to the residue of the affected property.

g. In addition, Goochland agrees to pay any other awards or damages arising from or related to the City's condemnation proceedings, unless due to negligence or malfeasance by the City.

Section 20. **Termination.**

a. Goochland may terminate this Agreement upon five (5) years' written notice to the City.

b. The City may terminate this Agreement upon thirty (30) days written notice to the County upon the failure of Goochland to pay a Reservation Fee within thirty (30) days when called upon by the City to do so. Such notice is effective upon receipt.

c. If either Party breaches the terms of this Agreement or commits an act of default under this Agreement, then the non-breaching or non-defaulting Party may terminate this Agreement upon sixty (60) days written notice to the other Party, subject to the following additional terms:

1. The non-breaching or non-defaulting Party will have the option to allow the breaching or defaulting Party to attempt to cure the breach or default within the sixty (60) day notice period, but the non-breaching or non-defaulting Party will not be obligated to do so.

2. If the non-breaching or non-defaulting Party allows the breaching or defaulting Party to attempt to cure the breach or default, and that attempt is successful and the non-breaching or non-defaulting Party agrees that the breach or default is cured, then the non-breaching or non-defaulting Party agrees to then provide another written notice to the other party that withdraws the termination notice. In this case, the termination notice will no longer have any force or effect.

3. If the non-breaching or non-defaulting Party allows the breaching or defaulting Party to attempt to cure the breach or default, and that attempt is not successful within the sixty (60) day notice period, then this Agreement will automatically terminate at the end of the sixty (60) day notice period without any further action by either of the Parties.

d. If this Agreement is terminated for any reason prior to thirty (30) years from the date that Goochland commences conveying wastewater to the Conveyance System, the City will invoice Goochland for the remaining balance of the Conveyance Capacity Charge and Initial Treatment Capacity Charge due the City from Goochland. Goochland shall pay the City the remaining balance of the Conveyance Capacity Charge and Initial Treatment Capacity Charge within sixty (60) days of receipt of the City's invoice.

Section 21. **Pretreatment.** Goochland shall meet the pretreatment requirements of the City in accordance with the City's VPDES permit for all wastewater conveyed from Goochland's force main to the Conveyance System at the Metering Facility. These pretreatment requirements are provided in Attachment B to this Agreement. [need text of Attachment B; need City to identify any pretreatment requirements beyond those in VPDES permit] In addition, the Parties agree to enter a separate "Pretreatment Agreement" that will be consistent with the requirements of federal and state law and that must receive the approval of the DEQ to be binding on the Parties. Under no circumstances may Goochland convey wastewater from Goochland's force main to the Conveyance System before the DEQ has approved the Parties' "Pretreatment Agreement".

Section 22. **VPDES Permit.** The City has sole responsibility for negotiation of the terms of its discharge permit. Goochland will have the right to observe and comment on any

public meeting, negotiation or process that may result in a change in the terms of the City's VPDES permit.

Section 23. **Dispute Resolution.** If a dispute between the Parties arises from or relates to this Agreement, then the Parties agree to participate in a non-binding mediation effort prior to filing suit on the dispute. If the dispute has not been resolved by mediation within ninety (90) days after the Parties have each met with the mediator(s) to attempt to resolve the dispute, then either Party may file suit on the dispute and any such suit must be filed in any court of competent jurisdiction located within the City.

Section 24. **Assignment.** Either Party may assign their rights or delegate their duties arising from or related to this Agreement, in whole or in part, to any authority formed by that Party or jointly by that Party and any other political subdivision of that Party. However, a delegation by Goochland of its duties to pay the City's bills or invoices when due in accordance with this Agreement will not relieve Goochland of its financial obligations to the City unless the City so consents in writing prior to the assignment.

Section 25. **Public Improvements.** Goochland shall undertake Public Improvements, at no cost to the City, to repair and restore the public areas of the City directly affected by construction of Goochland's force main and Metering Facility, and the public areas of the City directly affected by the connection of Goochland's force main to the Conveyance System at the Interconnection Point and Metering Facility. Such Public Improvements shall be limited solely to the public areas of the City directly affected by construction of Goochland's force main and Metering Facility, and the public areas of the City directly affected by the connection of Goochland's force main to the Conveyance System at the Interconnection Point and Metering

Facility. Goochland shall obtain all permits, at no cost to the City, necessary to undertake such Public Improvements. Goochland shall submit plans for such public improvements to the City, which will have authority to review the plans and accept them, reject them or request modifications of them, in the reasonable discretion of the City. Goochland shall not implement such plans for public improvements in the City until the City has accepted Goochland's plans or the Parties have agreed to modify the plans to the reasonable satisfaction of the City. Goochland must submit its plans for these public improvements to the City for review not later than ninety (90) days prior to the date Goochland proposes to advertise for bids for construction of the public improvements, and Goochland must complete all such public improvements within six (6) months after the actual date of connection of Goochland's force main to the Conveyance System.

The City may undertake public betterments, at its own expense, at the time of Goochland's construction of the Transmission System Project and Public Improvements, to enhance or improve the public areas affected by construction of Goochland's force main and Metering Facility, and the public areas of the City affected by the connection of Goochland's force main to the Conveyance System at the Interconnection Point and Metering Facility.

Section 26. **Review.** The City's methods, parameters, procedures and principles used in determining treatment costs are subject to review by independent auditors, who must be employees of a certified public accounting firm, upon request of Goochland and at Goochland's expense, but no more frequently than once every three (3) years, unless agreed by the City. Goochland shall, within ten (10) calendar days of receipt by Goochland, give the City a copy of any written comments, findings, recommendations and reports that Goochland receives from such independent auditors that relate in any way to the review undertaken by the auditors of the City's methods, parameters, procedures and principles used in determining treatment costs.

Section 27. **Representations and Warranties.** The City and County each represents and warrants for itself as follows as of the date of this Agreement:

a. It has the power to enter into this Agreement and the transactions contemplated hereunder and to perform the obligations hereunder according to the terms of this Agreement.

b. It has duly taken all actions and obtained all consents necessary to enable it to enter into this Agreement and to perform its obligations hereunder and to be bound hereby.

c. The person or persons executing or attesting the execution of this Agreement on behalf of each Party has or have been duly authorized and empowered to so execute and attest.

d. The execution of this Agreement on behalf of each Party will bind and obligate each Party to the extent provided by the terms hereof, and each Party represents and warrants that it has no legal basis to avoid any of its obligations hereunder and it will not seek to avoid any such obligations.

e. Each Party acknowledges that the representations and warranties it makes within this Agreement are relied upon by the other Party in entering this Agreement.

Section 28. **No Full Faith and Credit.** The charges payable under this Agreement shall not be deemed to create or constitute an indebtedness or a pledge of the full faith and credit of the Commonwealth of Virginia or of any political subdivision thereof for purposes of any constitutional or statutory limitation. To the extent required by law, the Parties' obligations to expend any funds beyond the current fiscal year are subject to appropriation by the Parties' respective governing bodies.

Section 29. **Section Headings.** The captions preceding the text for the provisions of this Agreement are inserted solely for convenience of reference and do not in any way affect the application, construction or interpretation of any provision of this Agreement.

Section 30. **Governing Law.** The provisions of this Agreement and all duties, obligations and rights arising from it are governed by and construed in accordance with the domestic laws of the Commonwealth of Virginia, without giving effect to any choice of law or conflict of law provision or rule (whether of the Commonwealth of Virginia or any other jurisdiction) that would cause the application to this Agreement of the laws of any jurisdiction other than the Commonwealth of Virginia.

Section 31. **Severability.** If any provision of this Agreement, or its application to either Party or to any circumstance, is held unconstitutional, illegal or invalid by a court of competent jurisdiction or an arbitrator employed pursuant to the terms of this Agreement, then such unconstitutionality, illegality or invalidity will not affect, impair or invalidate any other provision or application of this Agreement, and to this end the provisions of this Agreement are severable.

Section 32. **Notices.** All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be given and shall be deemed to have been duly given upon receipt, by delivery in person or by registered or certified mail, postage prepaid, return receipt requested:

If to the City:

Kenneth L. Chandler
Director of Public Utilities
City of Richmond
600 East Broad Street
Richmond, Virginia 23219

With a copy to:

Gary A. DuVal
Technical Services Administrator

Department of Public Utilities
City of Richmond
600 East Broad Street
Richmond, Virginia 23219

If to the County of Goochland:

Gregory K. Wolfrey
County Administrator
County of Goochland, Virginia
P.O. Box 10
Goochland, Virginia 23063

With a copy to:

W. Douglas Harvey
County Engineer
County of Goochland, Virginia
P.O. Box 119
Goochland, Virginia 23063

Andrew R. McRoberts, Esquire
County Attorney
County of Goochland, Virginia
P.O. Box 10
Goochland, Virginia 23063

or to such other address as the person to whom notice is given may have previously furnished to the other Party in writing in the manner set forth above.

Section 33. **Private Business Use Restrictions.**

a. Goochland acknowledges that the City has financed, and intends to continue to finance, improvements to the Wastewater Treatment Plant and the Conveyance System with tax-exempt bonds. In order to preserve the tax-exempt status of interest on the City's bonds, Goochland agrees not to use or permit to be used for a Private Business Use (as defined below) any portion of the Contracted Wastewater Treatment Capacity or any portion of the Wastewater Treatment Plant or the Conveyance System used to provide or convey the Contracted Wastewater Treatment Capacity.

b. Without limiting the generality of the foregoing, Goochland agrees as follows:

1. Goochland agrees to establish by ordinance a rate schedule applicable to all users of Goochland's wastewater system.

2. Goochland agrees to assure that Goochland's wastewater system is available to natural persons not using the system in a Trade or Business (e.g., homeowners).

3. Goochland agrees that no Nongovernmental Person (as defined below) using its wastewater system will have any priority or preference over any other Nongovernmental Person using the system. Arrangements with Nongovernmental Persons providing for use that is available to the general public at no charge or on the basis of rates that are generally applicable and uniformly applied do not convey priority rights or other preferential benefits. For this purpose, rates may be treated as generally applicable and uniformly applied even if different rates apply to different classes of users, such as volume purchasers, if the differences in rates are customary and reasonable.

4. Goochland agrees not to sell or lease any portion of its wastewater system to a Nongovernmental Person.

5. Goochland agrees not to enter into any Management Contract (as defined below) with respect to any portion of its wastewater system unless it is a Qualified Management Contract.

6. Goochland agrees to notify the City of its intent to enter to any Management Contract and to allow the City and its consultants and attorneys to review such Management Contracts prior to their execution.

c. For purposes of this section, each of the following capitalized terms has the meaning given it below:

1. "Management Contract" means a management, service, or incentive payment contract between Goochland and a Nongovernmental Person under which the Nongovernmental Person provides services involving all, a portion of, or any function of, Goochland's wastewater system; provided, however, that this definition excludes contracts for services that are solely incidental to the primary governmental function of the Goochland wastewater system (for example, contracts for janitorial, office equipment repair, billing, or similar services).

2. "Nongovernmental Person" means any natural person, firm or entity that is not a state or local governmental unit. The federal government or any agency or instrumentality thereof is a Nongovernmental Person.

3. "Private Business Use" means Use of bond proceeds or bond-financed property directly or indirectly in a Trade or Business carried on by a Nongovernmental Person.

4. "Qualified Management Contract" means a Management Contract that satisfies the requirements of Revenue Procedure 97-13, or any successor thereto.

5. "Trade or Business" means any activity carried on by a person, firm or entity, except for a natural person. "Trade or Business" for a natural person means any activity carried on by such natural person that constitutes a "trade or business" within the meaning of Section 162 of the Internal Revenue Code of 1986, as amended (the "Code").

6. "Use" or "Used" shall have the meaning set forth in Section 141(b)(1) of the Code. Under Section 141(b)(1), the Use of bond-financed property is treated as Use of bond proceeds. A Nongovernmental Person may Use bond proceeds and bond-financed property as a result of, among other ways, (i) ownership of bond-financed property, (ii) actual or beneficial use of bond-financed property pursuant to a lease, a Management Contract or an incentive payment

contract, or (iii) any other arrangement such as a take-or-pay or other output-type contract. Use by a Nongovernmental Person on the same basis as the general public is not taken into account.

Section 34. **Survival of Certain Terms.** The provisions of Sections 14, 15, 16, 18, 19, 23, 24, 25, 27, 30, 31, 32 and 33 of this Agreement will survive the termination of this Agreement, and the rights and obligations of the Parties arising from or related to those Sections of this Agreement may be enforced at any time by either Party, as applicable.

Section 35. **Entire Agreement.** This Agreement (including its Attachments) constitutes the entire agreement among the Parties with respect to the transactions contemplated in this Agreement and supersedes all prior discussions, understandings, agreements and negotiations among the Parties to this Agreement. Only a written instrument duly executed by the Parties to this Agreement may modify this Agreement.

{signature page follows}

IN WITNESS WHEREOF, the City of Richmond and the County of Goochland have caused this Agreement to be executed by their duly authorized officers.

COUNTY OF GOOCHLAND

By: James W Eads
Chairman, Board of Supervisors

ATTEST:

[Signature]
Clerk

Approved as to form:

Andrew R. [Signature]
County Attorney

CITY OF RICHMOND

By: [Signature]
City Manager

ATTEST:

[Signature]
City Clerk

Approved as to form:

[Signature]
City Attorney

ATTACHMENT A

City of Richmond, Virginia
Department of Public Utilities
Wastewater Agreement between County of Goochland, Virginia and
City of Richmond, Virginia
Capitalized Maintenance
Section 15
Attachment A
September 28, 2001

Less Than 10 Year Life Cycle Items

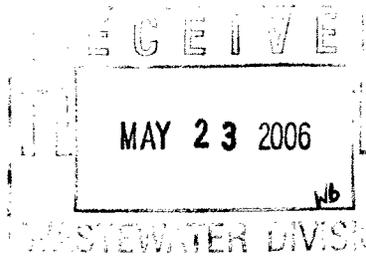
1. Main Pumping Station
 - a. Adjustable Frequency Drives
 - b. Instrumentation (Level Sensors, Flow Meter)
2. Secondary Grit Chamber and Screening
 - a. Screening Conveyor
3. Supplemental Pumping Station
 - a. Adjustable Frequency Drives
 - b. Instrumentation (Level Sensors)
4. Primary Sedimentation
 - a. Sludge Pumps
 - b. Chain and Flight Components
5. Final Sedimentation
 - a. Chain and Flight Components
6. Effluent Filtration
 - a. Adjustable Frequency Drives
 - b. Instrumentation (Level Sensors, Flow Meters, Differential Pressure Sensors)
7. Chlorine Contact Tank
 - a. Air Flow Meter
 - b. Chlorine Residual Analyzer
8. Gravity Thickeners
 - a. Sludge Grinders
 - b. Sludge Pumps
 - c. Instrumentation (Level, Flow Meters)
9. Waste Activated Sludge Thickening
 - a. Sludge Pumps
 - b. Adjustable Frequency Drives for Sludge Pumps
 - c. Centrifuge (Feed Tubes, Nozzles, Seals, Gear Box, Wear Surfaces, Bearings)
 - d. Instrumentation (Process Control, Flow Meter)
10. Sludge Digestion Tanks
 - a. Instrumentation (Flow Meters, Level Sensors, Sequencing System)
 - b. Sludge Gas Meters
 - c. Digester Cleaning
11. Dewatering
 - a. Centrifuge (Feed Tubes, Nozzles, Seals, Gear Box, Wear Surfaces, Bearings)
 - b. Instrumentation (Process Control, Flow Meter)
 - c. Sludge Cake Conveyors
12. Plant Computer System including MIS



BOARD OF SUPERVISORS
COUNTY OF GOOCHLAND
OFFICE OF THE COUNTY ADMINISTRATOR

Bob - FBI - I may
have sent you
this already

March 31, 2006



JT

Mr. Christopher Beschler
Director of Utilities
City of Richmond
730 East Broad Street
Richmond, VA 23219

Mr. Beschler:

Pursuant to Section 5 of the Wastewater Agreement between the County of Goochland and the City of Richmond, this letter serves as Goochland's compliance for notification of at least sixty (60) days prior to the Anticipated Connection Date.

Please contact Mr. Doug Harvey, County Engineer (556-5869), to set up a meeting to discuss any particulars you think necessary before we begin sending Goochland's wastewater flows.

Sincerely,

Gregory K. Wolfrey
County Administrator

Cc: Board of Supervisors
County Attorney
County Engineer
Mr. William E. Harrell

**Table 3-2
County Wastewater Agreements**

Item	Henrico	Chesterfield	Goochland
Contract Date	1991	2000	2001
Contract - Period	1 Year Automatically Renewed Annually	Effective until Terminated by either Locality	Effective until Terminated by Goochland ¹³
- Notice to Terminate	Two Years Written Notice Required	Two Years Written Notice Required	Five Years Written Notice Required
Service Provided	Treat other's wastewater	Treat other's wastewater	City Treats Wastewater from Goochland
Capacity - Initial	--	--	5 MGD
- Option to Increase Capacity	--	--	Up to 15 MGD
Pretreatment Agreement	Yes	Yes	Yes
Emergency Discharge Agreement ¹⁴	Yes	No	No
Wastewater Service - Treatment Rate	\$2.43 per 100 cubic feet	\$2.17 per 100 cubic feet	\$1.13 per 1,000 gallons
- Payment Period	Monthly	Monthly	Monthly
- Rate for Strong Wastes	100% of rate imposed by treating jurisdiction	\$3.16 per cwt of suspended solids in excess of 275 mg/L & \$2.74 per cwt of BOD in excess of 250 mg/L	--
- Emergency Rate	Double Treatment Rate	--	--
Rate Adjustment - Frequency	Annually	Annually	Annually
- Method	Average of Both System Rate Increases	Determined by Directors of both Public Utilities	Based on City's Actual Costs for Treating Goochland Wastewater
County Review of Improvements			
Plans and Specifications	No	No	Yes
Bid Awards	No	No	Yes
Contract Change Orders	No	No	Yes
Annual Cost of Service	No	No	Yes?

¹³ City may also terminate contract based on non-fulfillment of agreement terms by Goochland.

¹⁴ Provision for either WWTP to direct flow to the other under emergency conditions.