



900 Magazine Rd.
Petersburg, VA 23803
Office: (804) 861-0111
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SOUTH CENTRAL WASTEWATER AUTHORITY Board of Directors Meeting

DATE: March 20, 2025
TIME: 2:00 pm
LOCATION: **Appomattox River Water Authority**
Board Room, Administration Building
21300 Chesdin Road
S. Chesterfield, VA 23803

AGENDA

1. Call to Order/Roll Call
2. Approval of Minutes: Minutes of the Board Meeting held on January 16, 2025 (Exhibit A, Pages 2 to 4)
3. Public Comment (Exhibit B, Page 5)
4. Executive Director's Report:
 - FY25/26 Budget Public Hearing (Exhibit C, Page 6 to 13)
 - Nutrient Reduction Project Update (Exhibit D, Page 14 to 36)
 - Legal Services Annual Contract (Exhibit E, Page 37)
 - Emergency Air Line Repair (Exhibit F, Pages 38 to 40)
 - Status Report (Exhibit G, Pages 41 to 42)
 - Financials (Exhibit H, Pages 43 to 46)
 - Request acceptance of FY23 Reissued Financials
5. Items from Counsel
6. Closed Meeting
7. Other items from Board Members/Staff Not on Agenda
8. Adjourn

EXHIBIT A

BOARD OF DIRECTORS MEETING
South Central Wastewater Authority
January 16, 2025, at 2:00 p.m.
Location: Appomattox River Water Authority
21300 Chesdin Rd. South Chesterfield, VA 23803

MEMBERS PRESENT:

Doug Smith, Chairman (Colonial Heights)
Kevin Massengill, Vice Chairman (Dinwiddie)
Joseph Casey, (Chesterfield)
March Altman, (Petersburg)
Jeff Stoke, (Prince George)

STAFF PRESENT:

Robert B. Wilson, Executive Director, (ARWA & SCWWA)
James C. Gordon, Asst. Executive Director (ARWA & SCWWA)
Ashley Harrison, (McGuireWoods)
Melissa Wilkins, Business Manager/FOIA (ARWA & SCWWA)
Tiffanee Rondini, Administrative Assistant (ARWA & SCWWA)

ALTERNATES PRESENT:

Eddie Pearson, (Alternate, Dinwiddie)
Frank Haltom, Secretary/Treasurer (Alternate, Prince George)
George Hayes, (Alternate, Chesterfield)

OTHERS PRESENT:

Jeff McBride, (Black & Veatch)
Bill Atkinson, (Progress Index)

ABSENT:

Todd Flippen, (Alternate, Colonial Heights)
Jerry Byerly, (Alternate Petersburg)
Matt Rembold, (Alternate, Chesterfield)

The SCWWA meeting was called to order by Mr. Smith, Chairman, at 3:43 p.m.

1. Call to Order/Roll Call

The roll was called:

Participating members at the table were:

| | |
|-------------------------|----------------|
| Doug Smith | Present |
| Kevin Massengill | Present |
| Joseph Casey | Present |
| Frank Haltom | Present |
| March Altman | Present |

2. Approval of Minutes: Minutes of the Regular Meeting of the Board on November 21, 2024

Upon a motion made by Dr. Casey and seconded by Mr. Massengill the following resolution was adopted:

RESOLVED, that the Minutes of the Regular Meeting of the Board on November 21, 2024, are hereby approved:

For: 5 Against: 0 Abstain: 0

3. Public Comment

There were no public comments.

4. Executive Director's Report:

- Proposed FY2025/2026 Budget**

Mr. Gordon reported on the proposed FY2025/2026 budget. Mr. Gordon requested the Board review and accept the proposed budget resolution and set a public hearing date for March 20, 2025, at 2:00 p.m. at the Appomattox River Water Authority.

Upon a motion made by Mr. Massengill and seconded by Mr. Haltom the following resolution was adopted:

RESOLVED, that the Board approves the resolution of the South Central Wastewater Authority providing preliminary approval of the budget for fiscal year 2026 and the related wholesale wastewater service payment schedule and set a public hearing date of March 20, 2025, at 2:00p.m. at the Appomattox River Water Authority:

For: 5 Against: 0 Abstain: 0

Roll Call Vote:

Participating members at the table were:

| | |
|-------------------------|------------|
| Doug Smith | Aye |
| Kevin Massengill | Aye |
| Joseph Casey | Aye |
| Frank Haltom | Aye |
| March Altman | Aye |

- **Nutrient Project Update**

Mr. Gordon reported on the Nutrient Reduction Project. Mr. Gordon stated that MEB performed exploratory potholing to locate the Return Activated Sludge and Mixed Liquor lines. Based on the actual location of the lines the contractor will not need to move the RAS line and provide temporary service. Mr. Gordon reported since the lines do not need to be relocated, there is a deduct change order in the amount of \$1,083,000.

Upon a motion made by Mr. Altman and seconded by Dr. Casey the following resolution was adopted:

RESOLVED, that the Board authorizes the Executive Director to execute the Phase 3 change order #2 for a credit of \$1,083,000.

For: 5 Against: 0 Abstain: 0

Roll Call Vote:

Participating members at the table were:

| | |
|-------------------------|------------|
| Doug Smith | Aye |
| Kevin Massengill | Aye |
| Joseph Casey | Aye |
| Frank Haltom | Aye |
| March Altman | Aye |

- **Legal Services Annual Contract**

The legal services contract was not extended with McGuireWoods and staff prepared a legal services RFP for ARWA and SCWWA. This contract is for "as needed" general counsel support that includes attending meetings, addressing employment and employee issues, procurement, financial support, policy review, and bond counsel. The Authority received four responses: Sands Anderson P.C., AquaLaw PLC, Hefty Wiley & Gore P.C., and Whiteford, Taylor & Preston L.L.P. The selection committee is currently reviewing the proposals and ranking the four firms and based on the results the committee will interview the firm scoring highest. Staff hopes to have the process completed before the next Board meeting and make a recommendation to the Board at that time.

McGuire Woods will still provide legal service support through the March 20th meeting.

- **Status Report**

Mr. Gordon reviewed the status report included in the agenda.

- **Financials**

Ms. Wilkins reported on the financials.

5. Items from Counsel

There were no items from counsel. Mr. Smith thanked Ms. Harrison for attending the meeting and assisting the Authorities.

6. Closed Session

There were no closed sessions.

7. Other Items from Board Members/Staff Not on Agenda

There were no other items.

8. Adjourn

Mr. Smith stated, if there is no other business, he would entertain a motion to adjourn.

Upon a motion by Mr. Massengill and seconded by Mr. Altman the meeting was adjourned at 4:01 p.m.

MINUTES APPROVED BY:

Frank Haltom/Secretary/Treasurer

RESOLUTION

**OF THE SOUTH CENTRAL WASTEWATER AUTHORITY
PROVIDING PRELIMINARY APPROVAL OF THE
BUDGET FOR FISCAL YEAR 2026 AND
THE RELATED WHOLESALE WASTEWATER SERVICE
PAYMENT SCHEDULE**

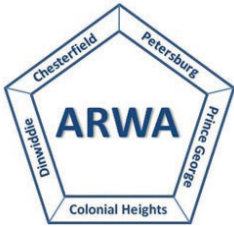
WHEREAS, in the fall and winter of 2024 and 2025 the staff of the South Central Wastewater Authority (the "Authority") developed the Authority’s proposed budget and wholesale wastewater service payment schedule for Fiscal Year 2026 and has presented the proposed budget and payment schedule to the Authority Board at this meeting held on January 16, 2025; and

WHEREAS, Virginia Code Section 15.2-5136(G) requires an authority to hold a public hearing on the fixing of any rates, fees and charges following the preliminary approval of such rates, fees and charges;

NOW, THEREFORE, BE IT RESOLVED that the Board of the South Central Wastewater Authority hereby (a) provides preliminary approval of (i) the proposed Fiscal Year 2026 budget submitted as an attachment to this resolution and (ii) the proposed wholesale wastewater service payment schedule for Fiscal Year 2026 as set forth below, (b) schedules a public hearing on the proposed Fiscal Year 2026 budget and wholesale wastewater service payment schedule at the Authority’s next scheduled Board meeting on March 20, 2025, and (c) directs Authority staff to provide for the publication of the notices of such public hearing in accordance with Virginia Code Section 15.2-5136(G):

| | FY2026 WHOLESALE WASTEWATER SERVICE PAYMENTS |
|--------------------------|--|
| City of Petersburg | \$5,411,079.69 |
| City of Colonial Heights | 1,676,211.54 |
| Chesterfield County | 767,428.96 |
| Prince George County | 419,734.59 |
| Dinwiddie County | 719,419.35 |
| TOTAL | \$8,993,874.14 |

BE IT FURTHER RESOLVED that the Authority Board acknowledges that pursuant to the wastewater service agreement in effect between the Authority and each of its five member jurisdictions, the wholesale wastewater service payment schedule is subject to change during or after Fiscal Year 2026 based on, among other things, each member jurisdiction's actual use of the Authority's wastewater treatment facilities and the actual amount of revenues received and expenses incurred by the Authority during Fiscal Year 2026.



APPOMATTOX RIVER WATER AUTHORITY
21300 Chesdin Road
Petersburg, VA 23803



SOUTH CENTRAL WASTEWATER AUTHORITY
900 Magazine Road
Petersburg, VA 23803

GUIDELINES FOR PUBLIC COMMENT AT SCWWA/ARWA BOARD OF DIRECTORS MEETINGS

If you wish to address the SCWWA/ARWA Board of Directors during the time allocated for public comment, please raise your hand or stand when the Chairman asks for public comments.

Members of the public requesting to speak will be recognized during the specific time designated on the meeting agenda for "Public Comment Period." Each person will be allowed to speak for up to three minutes.

When two or more individuals are present from the same group, it is recommended that the group designate a spokesperson to present its comments to the Board and the designated speaker can ask other members of the group to be recognized by raising their hand or standing. Each spokesperson for a group will be allowed to speak for up to five minutes.

During the Public Comment Period, the Board will attempt to hear all members of the public who wish to speak on a subject, but it must be recognized that on rare occasion presentations may have to be limited because of time constraints. If a previous speaker has articulated your position, it is recommended that you not fully repeat the comments and instead advise the Board of your agreement. The time allocated for speakers at public hearings are the same as for regular Board meeting, although the Board can allow exceptions at its discretion.

Speakers should keep in mind that Board of Directors meetings are formal proceedings and all comments are recorded on tape. For that reason, speakers are requested to speak from the podium and wait to be recognized by the Chairman. In order to give all speakers proper respect and courtesy, the Board requests that speakers follow the following guidelines:

- Wait at your seat until recognized by the Chairman;
- Come forward and state your full name and address. If speaking for a group, state your organizational affiliation;
- Address your comments to the Board as a whole;
- State your position clearly and succinctly and give facts and data to support your position;
- Summarize your key points and provide the Board with a written statement or supporting rationale, when possible;
- If you represent a group, you may ask others at the meeting to be recognized by raising their hand or standing;
- Be respectful and civil in all interactions at Board meetings;
- The Board may ask speakers questions or seek clarification, but recognize that Board meetings are not a forum for public debate; Board Members will not recognize comments made from the audience and ask that members of the audience not interrupt the comments of speakers and remain silent while others are speaking so that other members in the audience can hear the speaker;
- The Board will have the opportunity to address public comments after the Public Comment Period has been closed;
- At the request of the Chairman, the Executive Director may address public comments after the session has been closed as well; and
- As appropriate, staff will research questions by the public and respond through a report back to the Board at the next regular meeting of the full Board. It is suggested that citizens who have questions for the Board or staff submit those questions in advance of the meeting to permit the opportunity for some research before the meeting.



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EXHIBIT C

TO: South Central Wastewater Authority Board of Directors

FROM: Robert B. Wilson, Executive Director
James C. Gordon, Assistant Executive Director

DATE: March 20, 2025

SUBJECT: Proposed FY25/26 Budget

Below is a summary of the FY25/26 budget process to date:

- December 16, 2024 - proposed budget distributed to members and financial representatives via email.
- December 19, 2023 – Authority staff met with member utility directors and reviewed the budget.
- January 16, 2025 – presented the budget narrative with comments from December 19th meeting and proposed budget to the Board and requested the Board set a public hearing date of March 20, 2025, at 2:00 pm at the Appomattox River Water Authority.
- February 23, 2025 – first advertisement in the Progress Index for the public hearing for the proposed FY25/26 budget including the wholesale rates to each member.
- February 28, 2025 – proposed FY25/26 budget emailed to members and their financial representatives to determine if there are any additional questions or information required.
- March 2, 2025 – second advertisement in the Progress Index for the public hearing for the proposed FY25/26 budget.

To date, staff has not received any comments from members, member financial representatives, or the public.

The proposed FY25/26 budget is provided as Attachment C-1.

The resolution for budget approval is provided as Attachment C-2.

Board Action Requested:

If there are no questions or issues raised during the public hearing, staff recommends the Board approve the FY25/26 budget as presented in Attachment C1.

Attachment C-1

SOUTH CENTRAL WASTEWATER AUTHORITY

FY 2025/2026 Budget

PROPOSED: January 16, 2025

APPROVED:

REVISED:

REVISION APPROVED:

| Acct # | ITEM | Fiscal Year | Fiscal Year | FY24/25 to FY25/26 | |
|--------------|---|---------------------|---------------------|--------------------|----------|
| | | 2024/2025 Budget | 2025/2026 Budget | \$ Change | % Change |
| 51000 | SALARY | \$ 2,330,613 | \$ 2,322,904 | -\$7,708 | -0.33% |
| 52000 | EMPLOYEE BENEFITS | \$ 1,050,574 | \$ 1,074,720 | \$24,145 | 2.42% |
| 52100 | Employer FICA | \$ 178,292 | \$ 177,702 | -\$590 | -0.33% |
| 52200 | Virginia Retirement System | \$ 156,850 | \$ 156,331 | -\$519 | -0.33% |
| 52300 | Hospitalization Insurance | \$ 672,702 | \$ 698,059 | \$25,357 | 4.10% |
| 52400 | Group Life | \$ 31,230 | \$ 31,127 | -\$103 | -0.33% |
| 52450 | Supplemental Group Life | \$ 1,500 | \$ 1,500 | \$0 | 0.00% |
| 52500 | Health Insurance Credit | \$ - | \$ - | \$0 | 0.00% |
| 52600 | Workers Comp/Unemployment | \$ - | \$ - | \$0 | 0.00% |
| 52700 | Employee Promotions | \$ 10,000 | \$ 10,000 | \$0 | 0.00% |
| 52900 | OPEB Health Insuranc ARC Adj | \$ - | \$ - | \$0 | 0.00% |
| 52952 | Net Pension Adjustment | \$ - | \$ - | \$0 | 0.00% |
| 53000 | Contractual Services | \$ 324,300 | \$ 329,300 | \$5,000 | 1.53% |
| 53121 | Auditing Services | \$ 15,000 | \$ 15,000 | \$0 | 0.00% |
| 53122 | Accounting Services | \$ 12,000 | \$ 12,000 | \$0 | 0.00% |
| 53123 | Administrative Service | \$ 40,000 | \$ 40,000 | \$0 | 0.00% |
| 53124 | Part-Time Summer Interns | \$ 5,000 | \$ 5,000 | \$0 | 0.00% |
| 53140 | Consults - Engineering | \$ 25,000 | \$ 25,000 | \$0 | 0.00% |
| 53145 | Consults - General | \$ - | \$ - | \$0 | 0.00% |
| 53150 | Legal Services | \$ 70,000 | \$ 70,000 | \$0 | 0.00% |
| 53152 | Software Support | \$ 50,000 | \$ 50,000 | \$0 | 0.00% |
| 53160 | Medical | \$ 5,000 | \$ 5,000 | \$0 | 0.00% |
| 53162 | Bank Service Charges | \$ - | \$ - | \$0 | 0.00% |
| 53170 | Payment in Lieu of Taxes (City of Petersburg) | \$ - | \$ - | \$0 | 0.00% |
| 53190 | Samples and Testing | \$ 52,300 | \$ 57,300 | \$5,000 | 8.74% |
| 53220 | VPDES Permit Fee | \$ 12,500 | \$ 12,500 | \$0 | 0.00% |
| 53320 | Maintenance Service Contracts | \$ 10,000 | \$ 10,000 | \$0 | 0.00% |
| 53600 | Grounds Maintenance | \$ 27,500 | \$ 27,500 | \$0 | 0.00% |
| 55000 | Other Charges | \$ 1,282,700 | \$ 1,327,700 | \$45,000 | 3.91% |
| 55050 | Advertising | \$ 4,000 | \$ 4,000 | \$0 | 0.00% |
| 55110 | Electricity | \$ 575,000 | \$ 620,000 | \$45,000 | 9.00% |
| 55120 | Natural Gas | \$ 20,000 | \$ 20,000 | \$0 | 0.00% |
| 55130 | Solid Waste | \$ 3,500 | \$ 3,500 | \$0 | 0.00% |
| 55140 | Water | \$ 10,000 | \$ 10,000 | \$0 | 0.00% |
| 55150 | Storm Water (City of Petersburg) | \$ 6,000 | \$ 6,000 | \$0 | 0.00% |

| | | | | | |
|--------------|---|---------------------|---------------------|---------------------|----------------|
| 55160 | Biosolids Disposal | \$ 475,000 | \$ 475,000 | \$0 | 0.00% |
| 55210 | Postage and Freight | \$ 22,000 | \$ 22,000 | \$0 | 0.00% |
| 55230 | Telecommunications | \$ 18,200 | \$ 18,200 | \$0 | 0.00% |
| 55308 | General Liability Insurance | \$ 75,000 | \$ 75,000 | \$0 | 0.00% |
| 55410 | Lease/Rent of Equipment | \$ 11,000 | \$ 11,000 | \$0 | 0.00% |
| 55530 | Meals and Lodging | \$ 3,000 | \$ 3,000 | \$0 | 0.00% |
| 55540 | Education and Training | \$ 30,000 | \$ 30,000 | \$0 | 0.00% |
| 55550 | Safety Supplies | \$ 30,000 | \$ 30,000 | \$0 | 0.00% |
| 55700 | Grounds Maintenance | | | | |
| 56000 | Materials and Supplies | \$ 1,921,500 | \$ 1,998,500 | \$77,000 | 4.09% |
| 56001 | Office Supplies | \$ 7,500 | \$ 7,500 | \$0 | 0.00% |
| 56004 | Laboratory Supplies | \$ 63,000 | \$ 70,000 | \$7,000 | 11.11% |
| 56005 | Process Chemicals | \$ 1,200,000 | \$ 1,270,000 | \$70,000 | 5.83% |
| 56006 | Repair and Maintenance Supplies - IT | \$ 30,000 | \$ 30,000 | \$0 | 0.00% |
| 56007 | Repair and Maintenance Supplies - Shop | \$ 500,000 | \$ 500,000 | \$0 | 0.00% |
| 56008 | Vehicle and Equipment Fuels | \$ 33,000 | \$ 33,000 | \$0 | 0.00% |
| 56009 | Inventory Purchases | \$ - | \$ - | \$0 | 0.00% |
| 56010 | Janitorial Supplies | \$ 10,000 | \$ 10,000 | \$0 | 0.00% |
| 56011 | Uniforms | \$ 24,000 | \$ 24,000 | \$0 | 0.00% |
| 56012 | Dues and Subscriptions | \$ 34,000 | \$ 34,000 | \$0 | 0.00% |
| 56015 | Small Equipment Purchases | \$ - | \$ - | \$0 | 0.00% |
| 56016 | Operation - Supplies - Maintenance | \$ 20,000 | \$ 20,000 | \$0 | 0.00% |
| 57000 | Operating Capital Outlay | \$ 242,250 | \$ 485,500 | \$243,250 | 139.00% |
| 58000 | Nutrient Credit Purchases | \$ 187,500 | \$ 205,250 | \$17,750 | 9.47% |
| 59000 | Rate Stabilization Funds to be deposited to Capital Reserve Acct | | | \$0 | 0.00% |
| | Total(Operations & Maintenance) | \$ 7,339,437 | \$ 7,743,874 | \$404,437 | 5.71% |
| | Reserve policy (50% O&M) (1) | \$ - | \$ - | \$0 | 0.00% |
| | ERRF (5% of Operations & Maintenance) (2) | \$ - | \$ - | \$0 | 0.00% |
| | Capital Reserve Account (3) | \$ 2,500,000 | \$ 1,250,000 | -\$1,250,000 | -50.00% |
| | Debt Service | \$ - | \$ - | \$0 | 0.00% |
| | Total | \$ 9,839,437 | \$ 8,993,874 | -\$845,563 | -8.83% |

Notes

(1) Reserve Policy requirement is to maintain 50% O&M reserves. Reserve Policy account currently has 50% O&M

(2) Equipment Replacement and Reserve Fund (ERRF) has > \$2.5 million. Per service agreement, the budget must include 5% O&M charge for ERRF until the account reaches \$2.5 million

(3) Capital Reserve account is used to offset future capital expenditures.

SOUTH CENTRAL WASTEWATER AUTHORITY

FY 2025/2026 Budget

Proposed: Jan. 16, 2025

Approved: _____

Revised: _____

Revision Approved: _____

Operations and Maintenance, Equipment Repair and Replacement Funds and Debt Service billing per July 2, 1996 Service Agreement

Operation and Maintenance, Section 10, Para. 2

Budget: \$7,743,874.14

| Community | Petersburg | Colonial Heights | Chesterfield | Prince George | Dinwiddie |
|------------------|-------------------|-------------------------|---------------------|----------------------|------------------|
| % O&M (1) | 61.401% | 18.417% | 8.296% | 4.210% | 7.676% |
| O&M | \$ 4,754,829.69 | \$ 1,426,211.54 | \$ 642,428.96 | \$ 325,984.59 | \$ 594,419.35 |

Equipment Repair and Replacement Fund, Section 11, Para. E, 5% of O&M

Budget: \$ -

| | | | | | |
|----------|-------|-------|-------|------|-------|
| %ERRF(2) | 52.5% | 20.0% | 10.0% | 7.5% | 10.0% |
| ERRF | \$ - | \$ - | \$ - | \$ - | \$ - |

Debt Service, Section 11, Para. A.2

Budget: \$ -

| | | | | | |
|-----------------|--------|--------|--------|-------|--------|
| % Participation | 52.50% | 20.00% | 10.00% | 7.50% | 10.00% |
| P&I Owed | \$ - | \$ - | \$ - | \$ - | \$ - |
| Deferred | \$ - | \$ - | \$ - | \$ - | \$ - |
| Total P&I | \$ - | \$ - | \$ - | \$ - | \$ - |

Reserve Policy

Budget: 0

| | | | | | |
|---------------------|-------|-------|-------|------|-------|
| % Participation (3) | 52.5% | 20.0% | 10.0% | 7.5% | 10.0% |
| Reserve Policy | \$ - | \$ - | \$ - | \$ - | \$ - |

Capital Reserve Account (to offset future Capital Expenditures)

Budget: \$ 1,250,000.00

| | | | | | |
|-----------------|---------------|---------------|---------------|--------------|---------------|
| % Participation | 52.5% | 20.0% | 10.0% | 7.5% | 10.0% |
| Reserve Policy | \$ 656,250.00 | \$ 250,000.00 | \$ 125,000.00 | \$ 93,750.00 | \$ 125,000.00 |

| | | | | | |
|----------------------------|------------------------|------------------------|----------------------|----------------------|----------------------|
| Annual Total | \$ 5,411,079.69 | \$ 1,676,211.54 | \$ 767,428.96 | \$ 419,734.59 | \$ 719,419.35 |
| O&M Due Monthly | \$ 396,235.81 | \$ 118,850.96 | \$ 53,535.75 | \$ 27,165.38 | \$ 49,534.95 |
| ERRF Due Monthly | \$ - | \$ - | \$ - | \$ - | \$ - |
| Reserve policy Due Monthly | \$ - | \$ - | \$ - | \$ - | \$ - |
| Capital Reserve Account | \$ 54,687.50 | \$ 20,833.33 | \$ 10,416.67 | \$ 7,812.50 | \$ 10,416.67 |
| P&I Due Monthly | \$ - | \$ - | \$ - | \$ - | \$ - |
| Total Due Monthly | \$ 450,923.31 | \$ 139,684.29 | \$ 63,952.41 | \$ 34,977.88 | \$ 59,951.61 |

Notes:

(1) Participation percentage based on flow data for period from FY19 to FY23

(2) Participation percentage based upon Section 6 of the Service Agreement

(3) A Reserve Policy of 50% O&M was adopted with the FY15/16 Budget to be funded initially over a 5 year term. Participation is based on Plant Allocation

SOUTH CENTRAL WASTEWATER AUTHORITY

FY 2025/2026 Budget

Proposed: Jan. 16, 2025

Approved: _____

Revised: _____

Revision Approved: _____

| <u>Proposed Revenues</u> | <u>Petersburg</u> | <u>Colonial Heights</u> | <u>Chesterfield</u> | <u>Prince George</u> | <u>Dinwiddie</u> | <u>Total</u> |
|---|-------------------|-------------------------|---------------------|----------------------|------------------|------------------------|
| Estimated Share of Plant Flow | 61.401% | 18.417% | 8.296% | 4.210% | 7.676% | 100.000% |
| Estimated Share of Operations & Maintenance | \$ 4,754,829.69 | \$ 1,426,211.54 | \$ 642,428.96 | \$ 325,984.59 | \$ 594,419.35 | \$ 7,743,874.14 |
| Share of Plant Capacity (%) | 52.50% | 20.00% | 10.00% | 7.50% | 10.00% | 100.00% |
| Share of Equipment Replacement Reserve Fund | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Reserve Policy - (50% O&M) | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Capital Reserve Account | \$ 656,250.00 | \$ 250,000.00 | \$ 125,000.00 | \$ 93,750.00 | \$ 125,000.00 | \$ 1,250,000.00 |
| Share of Debt Service | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Monthly Amount | \$ 450,923.31 | \$ 139,684.29 | \$ 63,952.41 | \$ 34,977.88 | \$ 59,951.61 | \$ 749,489.51 |
| Annual Total | \$ 5,411,079.69 | \$ 1,676,211.54 | \$ 767,428.96 | \$ 419,734.59 | \$ 719,419.35 | \$ 8,993,874.14 |
| Electrical Credit | | | | | | \$ - |
| Miscellaneous Revenue - PROPOSE THIS REVENUE IS DEPOSITED TO A CAPITAL RESERVE FUND | | | | | | \$ - |
| Total Budget | | | | | | \$ 8,993,874.14 |

Budget Comparison

| | FY25/26 Budget | FY24/25 Budget | FY25/26 - FY24/25 | |
|--------------------------|------------------------|------------------------|--------------------------|----------|
| Locality | Revenue | Revenue | Difference | |
| City of Petersburg | \$ 5,411,080 | \$ 5,800,581 | \$ (389,502) | -6.71% |
| City of Colonial Heights | \$ 1,676,212 | \$ 1,822,941 | \$ (146,730) | -8.05% |
| Chesterfield County | \$ 767,429 | \$ 861,506 | \$ (94,077) | -10.92% |
| Prince George County | \$ 419,735 | \$ 527,714 | \$ (107,979) | -20.46% |
| Dinwiddie County | \$ 719,419 | \$ 826,694 | \$ (107,275) | -12.98% |
| Sub-totals | \$ 8,993,874 | \$ 9,839,437 | \$ (845,563) | -11.824% |
| Total Budget | \$ 8,993,874.14 | \$ 9,839,437.17 | \$ (845,563.03) | |

50% Reserve Policy:

Reserve Policy Calculation

| | O&M Reserves on June 30, 2024 | Recommended 50% O&M Reserves | Charges required to achieve 50% reserves | Annual Charge |
|------------------|-------------------------------|------------------------------|--|---------------|
| SCWWA O&M Budget | \$7,339,437 | \$3,669,718.59 | -\$246,695.86 | 0 |

**South Central Wastewater Authority
Operating Capital Outlay - 57000
FY25/26**

| Acct# | Budget | Proposed Budget | INFORMATIONAL & PLANNING | | | | | | | | | |
|--------------------------------------|------------|-----------------|--------------------------|------------|------------|------------|--------------|--------------|--------------|------------|--------------|------|
| | 24/25 | 25/26 | 26/27 | 27/28 | 28/29 | 29/30 | 30/31 | 31/32 | 32/33 | 33/34 | 34/35 | |
| 57010 - Machinery & Equipment | \$ 86,000 | \$ 82,000 | \$ 7,000 | \$ 75,000 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 57020 - Instrumentation | \$ 63,000 | \$ 30,000 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 57030 - SCADA | \$ 28,000 | \$ 96,000 | \$ - | \$ - | \$ 190,000 | \$ - | \$ 95,500 | \$ - | \$ 29,500 | \$ 16,250 | \$ - | \$ - |
| 57040 - Computer Hardware & Software | \$ 50,250 | \$ 5,500 | \$ 25,800 | \$ 31,000 | \$ 31,400 | \$ 6,720 | \$ 45,000 | \$ 41,800 | \$ 39,800 | \$ 28,200 | \$ 8,610 | \$ - |
| 57050 - Motor Vehicles | \$ - | \$ 57,000 | \$ 12,000 | \$ 67,000 | \$ 12,000 | \$ - | \$ - | \$ 45,000 | \$ 85,000 | \$ 102,000 | \$ - | \$ - |
| 57055 - Equipment | \$ 15,000 | \$ 150,000 | \$ - | \$ 150,000 | \$ - | \$ - | \$ 157,500 | \$ 100,000 | \$ 70,000 | \$ - | \$ - | \$ - |
| 57060 - Construction | \$ - | \$ 65,000 | \$ - | \$ - | \$ - | \$ 170,000 | \$ 1,000,000 | \$ 1,000,000 | \$ 1,000,000 | \$ - | \$ 1,000,000 | \$ - |
| 57080 - Fixtures and Furniture | \$ - | \$ - | \$ 45,000 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| | \$ 242,250 | \$ 485,500 | \$ 89,800 | \$ 323,000 | \$ 233,400 | \$ 176,720 | \$ 1,298,000 | \$ 1,186,800 | \$ 1,224,300 | \$ 146,450 | \$ 1,008,610 | \$ - |

NOTE: FY 22/23 OPERATING CAPITAL OUTLAY TO BE APPROVED WITH BUDGET

**South Central Wastewater Authority
Capital Budget
FY25/26**

| ITEM | Estimate | Budget | Proposed Budget | INFORMATIONAL & PLANNING | | | | | | | | | |
|---|----------|--------------|-----------------|--------------------------|--------------|-------|-------|-------|-------|-------|-------|-------|------|
| | | 24/25 | 25/26 | 26/27 | 27/28 | 28/29 | 29/30 | 30/31 | 31/32 | 32/33 | 33/34 | 34/35 | |
| Nutrient Upgrade - Engineering (See Note 1.) | | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Capital Reserve Account (See Notes 2.) | | \$ 2,500,000 | \$ 1,250,000 | \$ 1,250,000 | \$ 1,250,000 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| | | | | | | | | | | | | | |
| Totals | | \$ 2,500,000 | \$ 1,250,000 | \$ 1,250,000 | \$ 1,250,000 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |

NOTE:

- Based on discussions with DEQ we do not anticipate a funding for a local share of the Nutrient Reduction Project. ARPA and WQIF funding should cover all the costs. SCWWA Staff still need to meet with DEQ staff to finalize the WQIF Agreement now that all phases of the project are awarded.
- Nutrient Upgrade - The capital reserve account will be used to bridge payments for construction as needed depending on the speed of reimbursement for ARPA and WQIF. Funding in FY25/26 was decreased following discussions with utility managers and directors at the December 19, 2024 budget meeting.

| Total Operating Capital Outlay and Construction Budget | | | | | | | | | | | |
|--|--------------|--------------|--------------|------------|------------|--------------|--------------|--------------|------------|--------------|--|
| 24/25 | 25/26 | 26/27 | 27/28 | 28/29 | 29/30 | 30/31 | 31/32 | 32/33 | 33/34 | 34/35 | |
| \$ 2,742,250 | \$ 1,735,500 | \$ 1,339,800 | \$ 1,573,000 | \$ 233,400 | \$ 176,720 | \$ 1,298,000 | \$ 1,186,800 | \$ 1,224,300 | \$ 146,450 | \$ 1,008,610 | |

**South Central Wastewater Authority
Nutrient Credit Purchase - Acct # 58100
FY25/26**

| Acct# 58100 ITEM | Budget | Proposed Budget | INFORMATIONAL & PLANNING | | | | | | | | | |
|------------------------|------------|-----------------|--------------------------|------------|------------|------------|------------|------------|------------|------------|------------|--|
| | 24/25 | 25/26 | 26/27 | 27/28 | 28/29 | 29/30 | 30/31 | 31/32 | 32/33 | 33/34 | 34/35 | |
| Contract + contingency | \$ 187,500 | \$ 205,250 | \$ 289,625 | \$ 305,783 | \$ 319,302 | \$ 326,662 | \$ 100,000 | \$ 100,000 | \$ 100,000 | \$ 100,000 | \$ 100,000 | |

NOTE: FY 22/23 TO BE APPROVED WITH BUDGET

RESOLUTION

**OF THE SOUTH CENTRAL WASTEWATER AUTHORITY
APPROVING THE BUDGET FOR FISCAL YEAR 2026 AND
THE RELATED WHOLESALE WASTEWATER SERVICE PAYMENT SCHEDULE**

WHEREAS, during fall 2024 and winter 2025 the staff of the South Central Wastewater Authority (the "Authority") developed the Authority’s proposed budget and wholesale wastewater service payment schedule for Fiscal Year 2026 and at the meeting held on January 16, 2025, presented the proposed budget and wholesale wastewater service payment schedule to the Board of the South Central Wastewater Authority (the "Authority Board"); and

WHEREAS, at the meeting of January 16, 2025, the Authority Board provided its preliminary approval of the proposed budget and the proposed wholesale wastewater service payment schedule for Fiscal Year 2026 and scheduled a public hearing to be held at its meeting held on March 20, 2025, in accordance with Virginia Code Section 15.2-5136(G); and

WHEREAS, the Authority Board held the public hearing on the proposed Fiscal Year 2026 budget and wholesale wastewater service payment schedule at its meeting on March 20, 2025; and

NOW, THEREFORE, BE IT RESOLVED that the Authority Board hereby approves (a) the Fiscal Year 2026 budget submitted as an attachment to this resolution and (b) the wholesale wastewater service payment schedule for Fiscal Year 2026 as set forth below:

| | FY2026 WHOLESALE WASTEWATER SERVICE PAYMENTS |
|--------------------------|--|
| City of Petersburg | \$5,411,079.69 |
| City of Colonial Heights | 1,676,211.54 |
| Chesterfield County | 767,428.96 |
| Prince George County | 419,734.59 |
| Dinwiddie County | 719,419.35 |
| TOTAL | \$8,993,874.14 |

BE IT FURTHER RESOLVED that the Authority Board acknowledges that pursuant to the wastewater service agreement in effect between the Authority and each of its five member jurisdictions, the payment schedule is subject to change during or after Fiscal Year 2026 based on, among other things, each member jurisdiction's actual use of the Authority's wastewater treatment facilities and the actual amount of revenues received and expenses incurred by the Authority during Fiscal Year 2026.



900 Magazine Rd.
Petersburg, VA 23803
Office: (804) 861-0111
Fax: (804) 861-3254

EXHIBIT D

TO: South Central Wastewater Authority Board of Directors

FROM: Robert B. Wilson, Executive Director
James C. Gordon, Assistant Executive Director

DATE: March 20, 2025

SUBJECT: Nutrient Reduction Project Update

The following tasks have been performed since the last board meeting:

- Project Funding
 - The second ARPA reimbursement requisition has been sent to DEQ for review and payment. Moving forward, SCWWA will issue one requisition per month.
 - Staff will need to schedule a meeting with DEQ to finalize the WQIF agreement amendment now that all phases of the project are bid and awarded.
- Phase 1 NRP Sludge Conditioning Building
 - Construction meetings were held on February 5, 2025, and March 5, 2025.
 - Motor Control Centers have been received and are stored in the SCWWA warehouse.
 - Power from the solids building has been run to the construction trailer and the sewer line has been tied into sewer lines that flow to the filtrate pump station.
 - Temporary power and sludge line to feed the temporary Belt Filter Presses (BFPs) has been run across the road to the sludge storage pad for the temporary dewatering facilities.
 - Synagro will setup the temporary sludge dewatering equipment, lime conveyance, and blending equipment onsite under bay 4 of the sludge storage pad. Staff has participated in several plan/coordination meetings with MEB, Synagro, and WW Associates. Temporary sludge dewatering equipment will not be setup until all equipment is onsite, including the equipment purchased by SCWWA.
 - Delivery of the Schwing Bioiset, Inc. (SBI) lime conveyance and blending equipment has been delayed and did not meet the January 24th and March 3rd deadlines. SCWWA was informed the lime conveyance equipment should ship on March 3rd and the sludge conveyance equipment and pug mills will ship on March 24th. Attachment D-1 is a letter counsel assisted staff in drafting to SBI and Sherwood Logan informing them that per the revised agreement, they are incurring liquidated damages at \$1,000/day for each shipment beyond the agreement upon delivery date. SCWWA inquired about the March 3rd delivery and was informed it may be 1-2 weeks before the first delivery is

shipped. The latest update stated for the first shipment is equipment will be shipped from the manufacturer on Wednesday, March 12, 2025.

- Gravity Belt Thickeners (GBTs) and Belt Filter Presses (BFPs), supplied by SCWWA are onsite.
- Phase 2 NRP Electrical Feed and Distribution
 - Construction meetings were held on February 5th and March 5th.
 - Site plans have been approved by Chesterfield County and the City of Petersburg.
 - Geotextile fabric has been installed in fill area for EB3 and the generator pad. A steady flow of dump trucks has been dropping stone dust and hauling unsuitable soils offsite.
 - Staff and Engineer continue to work with Dominion Energy regarding the new services.
 - Met onsite with Columbia Gas to discuss the gas line. The line to the Solids Building will need to be disconnected for part of this phase but also for an extended period for other phases of the NRP. Several options were discussed and are being evaluated. The best option for SCWWA and the NRP will be to move the meter to the gate and run a private gas line across the facility to the solids building.
- Phase 3 NRP Lift Station, Filter Building, and Clarifiers rehabilitation
 - Construction meetings were held on February 5th and March 5th.
 - MEB was potholing to locate lines around the clarifiers and the chlorine contact tanks.
 - MEB will be working on fill sections in this area at the same time as Phase 2.
 - MEB moved the caustic feed shed to allow for additional potholing
 - The original specifications for clarifier 4 improvements called for a 42” center column. The current clarifier has a 48” center column. The total cost to change the center column from 42” to 48” is \$33,046.48.
 - Based on the topographic readings taken onsite, additional work and material is needed for proper subgrade stabilization. The total cost for the additional work and material is \$64,316.08.
 - Change order 3 is requesting \$97,362.56 for both the clarifier 4 center column size increase, and the additional work and material needed for subgrade stabilization. Change order 3 is included as attachment D-2.
- Phase 4 NRP Headworks and Primary Tank Improvements
 - Construction meetings were held on February 5th and March 5th.
 - MEB has ordered equipment and expects delivery around the end of April.
 - Staff and Engineer have clarified wall demolition plans in the Headworks area.
- Phase 5 NRP North and South Tank
 - Construction meetings were held on February 5th and March 5th.
 - Petersburg’s site plan review included a comment regarding the need for a Major Water Quality Impact Assessment (WQIA) and for a Threatened and Endangered Species Review. This was not included in the original special inspections. Chesterfield County waived the requirement for a WQIA for the portion of the project in Chesterfield

County. Staff requested WW Associates provide a fee proposal to coordinate and have the work performed. The total cost for this work is \$7,875. Since this was regulatory required and was needed to keep the project moving forward, the fee proposal was executed. The executed fee proposal is included as attachment D-3.

- Building Improvements – NRP Phase 6
 - Signed contract with Norman Company, Inc. for this phase of the project.
 - A building permit has been obtained.
- Attachment D-4 is the updated expenditure analysis for the NRP.

Board Action Requested:

Staff requests the Board authorize the executive director to execute the Phase 3 change order 3 for \$97,362.56.



900 Magazine Rd.
Petersburg, VA 23803
Office: (804) 861-0111
Fax: (804) 861-3254

January 27, 2025

BY E-MAIL AND OVERNIGHT DELIVERY

Schwing Bioset, Inc.
ATTN: Nancy Predatsch, Vice President
350 SMC Drive
Somerset, WI 54025
E-mail: npredatsch@schwingbioset.com

**South Central Wastewater Authority (SCWWA) – Purchase Order 05723, Conveyor Screws for Solids Handling/Lime Stabilization Equipment Assembly
Petersburg, Virginia – Unexcused Late Delivery of Lime Conveyance Equipment**

Dear Ms. Predatsch:

On September 30, 2024, Schwing Bioset executed a Letter Amendment to the Contract related to SCWWA's purchase order as described above. Among the changes made by the Letter Amendment was to establish a new, firm and guaranteed delivery date for the Lime Conveyance Equipment, time being of the essence. The guaranteed delivery date was January 24, 2025, which was last Friday. SCWWA did not receive delivery on that date. Therefore, as set forth in the Letter Agreement, liquidated damages for delay are accruing at a rate of \$1,000.00 per day. These liquidated damages will continue to accrue until the Lime Conveyance Equipment, including control cabinets, is delivered to SCWWA.

We understand from Sherwood-Logan & Associates that Schwing Bioset now anticipates shipping the Lime Conveyance Equipment, including control cabinets, the week of March 3, 2025, and shipping the Sludge Conveyance Equipment and Pug Mills, including control cabinets, the week of March 24, 2025. Based on these proposed ship dates, which do not change the required delivery dates in the Letter Amendment, SCWWA estimates that Schwing Bioset will incur at least \$37,000.00 in liquidated damages related to the Lime Conveyance Equipment, including control cabinets, and at least \$21,000.00 in liquidated damages related to the Sludge Conveyance Equipment and Pug Mills, including control cabinets. As permitted under the Letter Amendment, SCWWA reserves the right to reduce any final payments to Schwing Bioset by the amount of accrued liquidated damages, or to seek recovery of the same from Schwing Bioset if liquidated damages exceed the amount owed by SCWWA to Schwing Bioset.

Very truly yours,

Robert B. Wilson
Executive Director

cc: James Gordon – SCWWA
Herb White – WW Associates, Inc.
Matt Harrison – Sherwood-Logan & Associates, Inc.



2382-B Lanier Road
Rockville, Virginia 23146
TEL 804.749.6000 FAX 804.749.6030

Attachment D-2

January 22nd, 2025

WW Associates
3040 Avemore Square Place
Charlottesville, VA 22911

Attention: Mr. Herbert F. White III, PE

RE: SCWWA NRP Phase 3 Improvements Project
Petersburg, VA
PCO-001 – Final Clarifier 4 Size Changes

Mr. White,

MEB has prepared the following proposal to change the center column of the Final Clarifier 4 from 42” to 48” to meet the existing tank conditions.

The total cost for this proposed change order is \$33,046.48.

Please review the attached for the summary of our costs along with supporting documentation and give me a call with any questions.

We are available to meet and discuss the proposal at your convenience.

Sincerely,
MEB General Contractors, Inc.

Braden Johnson
Project Manager

cc: MEB File
Don Wade

GENERAL CONTRACTOR ESTIMATE FOR CHANGE ORDER

GC-1



Project Code: 24.012
 Agency: SCWWA
 Project: SCWWA NRP Phase 3

General Contractor: MEB
 Change Description: PCO-001 Final Clarifier 4 Size Changes

GENERAL CONTRACTOR DIRECT COSTS

| Scope Description | | | | Direct Labor | | | | Direct Material | | Direct Equipment | |
|-------------------|---|----------|-----------|--------------------------------------|--------------------------|--------------------------------------|------------------|------------------------|---------------------|-------------------------|----------------------|
| Item No. | Description | Quantity | Qty Units | Direct Labor Hours Per Unit | Total Direct Labor Hours | Hourly Wage Rate, Excl. Taxes & Ins. | Total Labor Cost | Material Cost Per Unit | Total Material Cost | Equipment Cost Per Unit | Total Equipment Cost |
| A | B | C | D | E | F = C x E | G | H = F x G | I | J = C x I | K | L = C x K |
| 1.01 | Ovivo Additional Costs for Clarifier Size Change | 1.00 | LS | | 0.00 | | \$0.00 | 28,310.00 | 28,310.00 | | \$0.00 |
| 1.02 | | | | | 0.00 | | \$0.00 | | 0.00 | | \$0.00 |
| 1.03 | | | | | 0.00 | | \$0.00 | | 0.00 | | \$0.00 |
| 1.04 | | | | | 0.00 | | \$0.00 | | 0.00 | | \$0.00 |
| 1.05 | | | | | 0.00 | | \$0.00 | | 0.00 | | \$0.00 |
| 1.06 | | | | | 0.00 | | \$0.00 | | 0.00 | | \$0.00 |
| 1.06 | | | | | 0.00 | | \$0.00 | | 0.00 | | \$0.00 |
| 1.07 | | | | | 0.00 | | \$0.00 | | 0.00 | | \$0.00 |
| 1.08 | | | | | 0.00 | | \$0.00 | | 0.00 | | \$0.00 |
| 1.09 | | | | | 0.00 | | \$0.00 | | 0.00 | | \$0.00 |
| 1.10 | Subtotal from Estimate Continuation Sheets | | | | | | \$0.00 | | \$0.00 | | \$0.00 |
| 1.97 | Subtotal (S/T) Direct Costs: | | | | | Subtotal Labor | \$0.00 | Subtotal Mat'l | \$28,310.00 | Subtotal Equip. | \$0.00 |
| 1.98 | Taxes/Insurance: | | | FICA, FUI, SUI, & Workmens' Comp. at | | 0.00% | % of Item 1.97H | \$0.00 | Sales Tax @ 0% | \$0.00 | Sales Tax @ 6% |
| 1.99 | Total Direct Costs | | | | | Total Labor | \$0.00 | Total Mat'l | \$28,310.00 | Total Equip. | \$0.00 |

SUBCONTRACT COSTS

| Item No. | Subcontractor Name (List totals from attached SC-1 forms) | Total Cost |
|----------|--|------------|
| A | B | C |
| 2.01 | | |
| 2.02 | | |
| 2.03 | | |
| 2.04 | | |
| 2.05 | | |
| 2.06 | | |
| 2.07 | | |
| 2.08 | | |
| 2.09 | | |
| 2.10 | | |
| 2.11 | | |
| 2.99 | Total Subcontract Costs | \$0.00 |

SUMMARY

| Item No. | Description | Total Cost |
|----------|---|--------------------|
| 3.01 | Total Direct Labor Cost Item 1.99H | \$0.00 |
| 3.02 | Total Direct Material Cost Item 1.99J | \$28,310.00 |
| 3.03 | Total Equipment Cost Item 1.99L | \$0.00 |
| 3.04 | Subtotal 3.01+3.02+3.03 | \$28,310.00 |
| 3.05 | Overhead and Profit 15% x Item 3.04 | \$4,246.50 |
| 3.06 | Subtotal 3.04+3.05 | \$32,556.50 |
| 3.07 | Subcontractor Cost Item 2.99 | \$0.00 |
| 3.08 | GC Markup on Subcontractor 5% x Item 3.07 | \$0.00 |
| 3.09 | Subtotal 3.06+3.07+3.08 | \$32,556.50 |
| 3.10 | Insurance 0.5% x Item 3.09 | \$162.78 |
| 3.11 | Subtotal 3.09 + 3.10 | \$32,719.28 |
| 3.12 | Additional Bond Cost-1% x Item 3.11 | \$327.19 |
| 3.99 | Total Change Order Cost 3.11+3.12 | \$33,046.48 |

Submitted By

Name: Braden Johnson

Signature: _____

Title: Project Manager

Date: 1/22/2025

I have reviewed the costs proposed and find them to be reasonable (as proposed) (as marked).

A/E Signature: _____

Ovivo USA, LLC

4246 Riverboat Road, Suite 300
Salt Lake City, Utah
84123
USA

Telephone: 801.931.3000

Facsimile: 801.931.3080

www.ovivowater.com



November 21, 2024

MEB
2382B Lanier Road
Rockville, VA 23146

Re: Project: South Central WWTP

Subject: Change order for Equipment Modification
Specification: 46 43 21.13
Ovivo Sales Order No.: CSW0001825-01

Don,

The specification 46 43 21.13 requires a 42" center column. This does not meet the existing tank conditions. For Ovivo to meet the existing mechanism conditions Ovivo will have to supply a larger center column. To supply a 48" center column in lieu of a 42" center column the following items will need to change:

- Cage size would increase to 4'-6"
- Sludge collection box would increase to: 7'-11" x 5'-8" x 2'-11". These dimensions are required to fit the cage, column, and pipes.
- EDI would increase to a min of 10'-6" diameter.
- Additional engineering hours would also be required to make said changes.

The additional price to make these changes including upsizing the center column to 48" diameter will be \$28,310.

Please let me know if you have any questions or need additional information.

Thanks,

Roger Peters
Sedimentation Product Manager



February 3, 2025

Mr. Robert B. Wilson, P.E.
 Executive Director
 South Central Wastewater Authority
 700 Magazine Road
 Petersburg, VA 23803

Ref: SCWWA Nutrient Reduction Project, Task Order No. 6 – Natural Resource Services

Dear Mr. Wilson:

We are pleased to provide this fee proposal for Natural Resource Services associated with Phase 5 of the NRP Project. Services will be performed as outlined in our subconsultant’s (ECS Mid-Atlantic, LLC) proposal dated December 2, 2024.

We propose to provide these services in accordance with the following fee schedule:

| <u>Task</u> | <u>Lump Sum Fee</u> |
|---|---------------------|
| Task 1 – Major WQIA | \$ 5,775 |
| Task 2 – Threatened and Endangered Species Review | \$ 2,100 |
| Total | \$ 7,875 * |

* A 5 percent markup (rounded) has been added to this proposal for management of this contract during construction by WW Associates, Inc.

Invoicing for these services will be hourly based on actual time expended. Payment for these services will be within 30 calendar days from the time the bill is issued by WW Associates.

We appreciate the opportunity to be of continued service to SCWWA and look forward to working with you on this project. Should you agree with this proposal, please sign, date and return to my attention. Your signature will be considered our Notice to Proceed.

Should you have any questions, please feel free to call.

Sincerely,

WW Associates, Inc.

Herbert F. White III, P.E.
 President

Robert B. Wilson, P.E.
 Executive Director

P.O. Box 4119 ▪ Lynchburg, VA 24502 ▪ (434) 316-6080
 968 Olympia Drive, Suite 1 ▪ Charlottesville, VA 22911 ▪ (434) 984-2700
 Lynchburg ▪ Charlottesville



ECS Mid-Atlantic, LLC

Proposal for Natural Resource Services

SCWWA
900 Magazine Road, Petersburg, Virginia 23803

For: WW Associates

P.O. Box 4119, Lynchburg, Virginia 24502

ECS Proposal Number 47:36616-EP

December 2, 2024



December 2, 2024

Mr. Herbert White, P.E.
WW Associates
P.O. Box 4119
Lynchburg, Virginia 24502

ECS Proposal No. 47:36616-EP

Reference: Proposal for Natural Resource Services, SCWWA, 900 Magazine Road, Petersburg, Virginia

Dear Mr. White:

ECS Mid-Atlantic, LLC (ECS) is pleased to provide you with this proposal for providing Natural Resource Services for the SCWWA. Our proposal contains a summary of relevant information as we understand it, a project schedule, and the estimated fees for completion of the proposed services.

We understand the property is located at 900 Magazine Road in Petersburg, Virginia. Based on the information available, a property description is noted within the attached proposal along with a description of our scope of services.

We appreciate the opportunity to be of service to you on this project. If you have any questions or comments concerning this proposal, or would like adjustments to our proposed scope of services or schedule, please do not hesitate to contact us.

Sincerely,

ECS Mid-Atlantic, LLC

Emily Grimes
Environmental Staff Project Manager
egrimes@ecslimited.com
(301) 310-2154

Justin M. Hughes, PWS
Associate Principal
jhughes@ecslimited.com
804-353-6333

PROJECT INFORMATION AND SCOPE OF SERVICES

Project Description

We understand the subject property is located at 900 Magazine Road in Petersburg, Virginia. According to the City of Petersburg Online GIS website, the subject property is identified as Parcel Identification Number (PIN) 006010800 and consists of approximately 28.4 acres. The site currently consists of the South Central Wastewater Authority, a waste water treatment plant with associated buildings, settling tanks, and appurtenances. The proposed development plan includes the construction of several new facilities and additions to the existing wastewater treatment plant.

Scope of Services

Based on our understanding of the subject property and plans for future activities, ECS has prepared the following Scope of Services:

Task 1: Major Water Quality Impact Assessment (WQIA)

Since the proposed project exceeds 5,000 square feet of land disturbance within the project site CBPA, ECS will prepare a Major WQIA in general accordance with Section 122-102 of the City of Petersburg Code.

This assessment shall include the following:

- Location of the components of the CBPA, including the one hundred-foot buffer area;
- Location and nature of the proposed encroachment into the buffer area, including: type of paving material; areas of clearing or grading; location of any structures, drives, or other impervious cover; and sewage disposal systems or reserve drain field sites;
- Type and location of proposed BMPs to mitigate the proposed encroachment;
- Location of existing on-site vegetation, including the number and type of trees and other vegetation to be removed in the buffer area to accommodate the encroachment or modification;
- A re-vegetation plan that supplements the existing buffer area vegetation in a manner that provides for pollutant removal, erosion and runoff control;
- A hydrogeological element;
- A landscape element for areas within CBPAs;
- A wastewater element, where applicable;
- Identification of the existing characteristics and conditions of sensitive lands included as components of CBPAs; and,
- A general identification of the natural processes and ecological relationships inherent in the site, and an assessment of the impact of the proposed use and development of land on these processes and relationships.

Please note there is a submittal fee which is not included in the costs within this proposal. Additionally, costs associated with any report revisions requested by the County are not included in this Proposal.

Task 2 - Threatened and Endangered Species Review

This task includes:

- A review of the U.S. Fish and Wildlife Service online Information for Planning and Consultation (IPaC) database to search for rare, threatened, and endangered species potentially located on or near the project site;
- Review of the Virginia Department of Wildlife Resources (VADWR) database information to evaluate the potential for state-listed species within a two mile radius of the project area;
- A review of site data obtained from the Virginia Department of Conservation and Recreation (DCR) to identify potential Natural Heritage Areas;
- ECS will prepare a letter to report findings and recommendations based on information gathered.

If potential impacts to these resources are found, further consultation and/or site-specific surveys may be required with the respective agency. Costs for one round of agency-specific coordination are included in this proposal.

Out of Scope Items

If, during the performance of our scope of services, additional environmental issues are identified that are beyond the Scope of Services outlined within this proposal, ECS will contact WW Associates to discuss the relevance and significance of the finding in order to determine if the finding merits additional assessment, inclusion in our final report, or a modification to our Scope of Services and fee.

Safety

ECS personnel are responsible for their own personal safety. While on site, if ECS personnel deem a condition unsafe and the performance of our scope of services cannot be completed, you will be notified of the unsafe condition. ECS personnel will not proceed further with the scope of services in that area until the unsafe condition is corrected. Access delays associated with safety concerns may result in additional fees.

PROJECT FEES AND SCHEDULE

Project Fees

ECS will provide the described scope of services for the following lump sum fees:

| Scope of Services | Fees |
|---|-------------------|
| Task 1 - Major WQIA | \$5,500.00 |
| Task 2 - Threatened and Endangered Species Review | \$2,000.00 |
| Total Lump Sum Fees | \$7,500.00 |



*Our fee assumes that all necessary exhibits, project information, etc. will be provided to us by you or your agents.

Meetings/Project Coordination

Meetings and/or additional project coordination requested by WW Associates beyond the Scope of Services outlined above will be invoiced on a time and materials basis. Meetings after typical office hours (Monday through Friday 8 am to 5 pm) will be invoiced at 1.5 times the normal rate. At the time of this proposal, ECS' unit rates are as follows: \$95.00/hour for a Staff Environmental Scientist, \$110.00/hour for an Environmental Scientist, \$145.00/hour for a Senior Environmental Scientist, \$225.00/hour for an Environmental Principal, \$65.00/hour for an Administrative Professional, and \$0.65/mile for mileage.

Project Schedule

Please note, ECS cannot begin the scope of work until we have received written authorization to proceed. If this schedule does not meet your needs, please contact ECS to discuss an expedited deadline. Additional costs may be incurred.

Major WQIA

The Major WQIA generally requires 3-4 weeks of office preparation and requires certain site plan information. Once submitted, County review typically takes 2-4 months but is dependent on County personnel.

Threatened and Endangered Species Review

The Threatened and Endangered Species review request can be completed within 2-3 weeks of NTP. Agency review, if warranted, can take 30-60 days.

LIMITATIONS AND ASSUMPTIONS

Conclusions and recommendations pertaining to environmental conditions at the subject site are limited to the conditions observed at the time this study will be undertaken. The assessment is not intended to represent an exhaustive research of every potential condition that may exist, nor does it claim to represent conditions or events that arise after the assessment.

We have made the following assumptions in developing this proposal:

- Prices presented herein are valid for 120 days from the date of this proposal.
- Upon client authorization, additional project work not specifically addressed by this proposal shall be charged at a time and materials rate in accordance with the ECS Fee Schedule in place at the time the service is performed.
- Site/Civil engineer will provide necessary mapping, exhibits, and other needed site specific documentation for the project, as applicable.



PROPOSAL ACCEPTANCE

Please complete the Proposal Acceptance page and return one copy to ECS to indicate acceptance of this proposal and to initiate services on the referenced project. The Client's signature indicates that he/she has the authority to bind the Client, that he/she has read or has had the opportunity to read the accompanying Terms and Conditions of Service and agrees to be bound by such Terms and Conditions of Service.



PROPOSAL ACCEPTANCE

| Scope of Services | Fees | Initial for Authorization |
|---|-------------------|---------------------------|
| Task 1 - Major WQIA | \$5,500.00 | |
| Task 2 - Threatened and Endangered Species Review | \$2,000.00 | |
| Total Lump Sum Fees | \$7,500.00 | |

| PROPOSAL INFORMATION | |
|--|---|
| ECS Proposal Number | 47:36616-EP |
| Scope of Work | Natural Resource Services |
| Location | 900 Magazine Road, Petersburg, Virginia |
| CLIENT INFORMATION | |
| Signature - Authorized Representative for Entity Responsible for Payment | |
| Print or Type Name of Client and Company | |
| Date of Execution | |
| Proposal Addressee - Name | Herbert White, P.E. |
| Proposal Addressee - Company | WW Associates |
| INVOICE INFORMATION | |
| Please Print or Type Below if Invoice Addressee Different Than Proposal Addressee or Special Invoicing Instructions | |
| Invoice Addressee - Name | |
| Invoice Addressee - Company | |
| Invoice Addressee - Street Address 1 | |
| Invoice Addressee - Street Address 2 | |
| Invoice Addressee - City, State, Zip Code | |
| Invoice Addressee - Email | |
| Invoice Addressee - Phone Number | |
| Client PO or Project # | |



TERMS AND CONDITIONS

Attached to this proposal and an integral part of our proposal, are our "Terms and Conditions of Service". These terms and conditions represent the current recommendations of the Geoprofessional Business Association (GBA), the Consulting Engineers' Council, and the Geotechnical Division of the American Society of Civil Engineers.

Our insurance carrier requires that we have a signed contract prior to the release of any information. This letter is the agreement for our services. Your acceptance of this proposal should be indicated by signing and returning the enclosed Proposal Acceptance form to us.





ECS MID-ATLANTIC LLC TERMS AND CONDITIONS OF SERVICE

The professional services ("Services") to be provided by ECS Mid-Atlantic LLC ("ECS") pursuant to the Proposal shall be provided in accordance with these Terms and Conditions of Service ("Terms"), including any addenda as may be incorporated or referenced in writing and shall form the Agreement between ECS and CLIENT.

1.0 INDEPENDENT CONSULTANT STATUS - ECS shall serve as an independent professional consultant to CLIENT for Services on the Project and shall have control over, and responsibility for, the means and methods for providing the Services identified in the Proposal, including the retention of Subcontractors and Subconsultants

2.0 SCOPE OF SERVICES - It is understood that the fees, reimbursable expenses and time schedule defined in the Proposal are based on information provided by CLIENT and/or CLIENT'S agents, contractors and consultants ("Contractors"). CLIENT acknowledges that if this information is not current, is incomplete or inaccurate, if conditions are discovered that could not be reasonably foreseen, or if CLIENT orders additional services, the scope of services will change, even while the Services are in progress.

3.0 STANDARD OF CARE

3.1 In fulfilling its obligations and responsibilities enumerated in the Proposal, ECS shall be expected to comply with and its performance evaluated in light of the standard of care expected of professionals in the industry performing similar services on projects of like size and complexity at that time in the region (the "Standard of Care"). Nothing contained in the Proposal, the agreed-upon scope of Services, these Terms or any ECS report, opinion, plan or other document prepared by ECS shall constitute a warranty or guarantee of any nature whatsoever.

3.2 CLIENT understands and agrees that ECS will rely on the facts learned from data gathered during performance of Services as well as those facts provided by the CLIENT and/or CLIENT'S contractors and consultants. CLIENT acknowledges that such data collection is limited to specific areas that are sampled, bored, tested, observed and/or evaluated. Consequently, CLIENT waives any and all claims based upon erroneous facts provided by the CLIENT, facts subsequently learned or regarding conditions in areas not specifically sampled, bored, tested, observed or evaluated by ECS.

3.3 If a situation arises that causes ECS to believe compliance with CLIENT'S directives would be contrary to sound engineering practices, would violate applicable laws, regulations or codes, or will expose ECS to legal claims or charges, ECS shall so advise CLIENT. If ECS' professional judgment is rejected, ECS shall have the right to terminate its Services in accordance with the provisions of Section 25.0, below.

3.4 If CLIENT decides to disregard ECS' recommendations with respect to complying with applicable laws or regulations, ECS shall determine if applicable law requires ECS to notify the appropriate public officials. CLIENT agrees that such determinations are ECS' sole right to make.

4.0 CLIENT DISCLOSURES

4.1 Where the Services requires ECS to penetrate a surface, CLIENT shall furnish and/or shall direct CLIENT'S or CLIENT'S Contractors to furnish ECS information identifying the type and location of utility lines and other man-made objects known, suspected, or assumed to be located beneath or behind the Site's surface. ECS shall be entitled to rely on such information for completeness and accuracy without further investigation, analysis, or evaluation.

4.2 "Hazardous Materials" shall include but not be limited to any substance that poses or may pose a present or potential hazard to human health or the environment whether contained in a product, material, by-product, waste, or sample, and whether it exists in a solid, liquid, semi-solid or gaseous form. CLIENT shall notify ECS of any known, assumed, or suspected regulated, contaminated, or other similar Hazardous Materials that may exist at the Site prior to ECS mobilizing to the Site.

4.3 If any Hazardous Materials are discovered, or are reasonably suspected by ECS after its Services begin, ECS shall be entitled to amend the scope of Services and adjust its fees or fee schedule to reflect any additional work or personal protective equipment and/or safety precautions required by the existence of such Hazardous Materials.

5.0 INFORMATION PROVIDED BY OTHERS - CLIENT waives, releases and discharges ECS from and against any claim for damage, injury or loss allegedly arising out of or in connection with errors, omissions, or inaccuracies in documents and other information in any form provided to ECS by CLIENT or CLIENT'S Contractors, including such information that becomes incorporated into ECS documents.

6.0 CONCEALED RISKS - CLIENT acknowledges that special risks are inherent in sampling, testing and/or evaluating concealed conditions that are hidden from view and/or neither readily apparent nor easily accessible, e.g., subsurface conditions, conditions behind a wall, beneath a floor, or above a ceiling. Such circumstances require that certain assumptions be made regarding existing conditions, which may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portions of a building or component thereof. Accordingly, ECS shall not be responsible for the verification of such conditions unless verification can be made by simple visual observation. CLIENT agrees to bear any and all costs, losses, damages and expenses (including, but not limited to, the cost of ECS' additional services) in any way arising from or in connection with the existence or discovery of such concealed or unknown conditions.

7.0 RIGHT OF ENTRY/DAMAGE RESULTING FROM SERVICES

7.1 CLIENT warrants that it possesses the authority to grant ECS right of entry to the site for the performance of Services. CLIENT hereby grants ECS and its agents, subcontractors and/or subconsultants ("Subconsultants"), the right to enter from time to time onto the property in order for ECS to perform its Services. CLIENT agrees to indemnify and hold ECS and its Subconsultants harmless from any claims arising from allegations that ECS trespassed or lacked authority to access the Site.

7.2 CLIENT warrants that it possesses all necessary permits, licenses and/or utility clearances for the Services to be provided by ECS except where ECS' Proposal explicitly states that ECS will obtain such permits, licenses, and/or utility clearances.

7.3 ECS will take reasonable precautions to limit damage to the Site and its improvements during the performance of its Services. CLIENT understands that the use of exploration, boring, sampling, or testing equipment may cause damage to the Site. The correction and restoration of such common damage is CLIENT'S responsibility unless specifically included in ECS' Proposal.

7.4 CLIENT agrees that it will not bring any claims for liability or for injury or loss against ECS arising from (i) procedures associated with the exploration, sampling or testing activities at the Site, (ii) discovery of Hazardous Materials or suspected Hazardous Materials, or (iii) ECS' findings, conclusions, opinions, recommendations, plans, and/or specifications related to discovery of contamination.

8.0 UNDERGROUND UTILITIES

8.1 ECS shall exercise the Standard of Care in evaluating client-furnished information as well as information readily and customarily available from public utility locating services (the "Underground Utility Information") in its effort to identify underground utilities. The extent of such evaluations shall be at ECS' sole discretion.

8.2 CLIENT recognizes that the Underground Utility Information provided to or obtained by ECS may contain errors or be incomplete. CLIENT understands that ECS may be unable to identify the locations of all subsurface utility lines and man-made features.

8.3 CLIENT waives, releases, and discharges ECS from and against any claim for damage, injury or loss allegedly arising from or related to subterranean structures (pipes, tanks, cables, or other utilities, etc.) which are not called to ECS' attention in writing by CLIENT, not correctly shown on the Underground Utility Information and/or not properly marked or located by the utility owners, governmental or quasi-governmental locators, or private utility locating services as a result of ECS' or ECS' Subconsultant's request for utility marking services made in accordance with local industry standards.

9.0 SAMPLES

9.1 Soil, rock, water, building materials and/or other samples and sampling by-products obtained from the Site are and remain the property of CLIENT. Unless other arrangements are requested by CLIENT and mutually agreed upon by ECS in writing, ECS will retain samples not consumed in laboratory testing for up to sixty (60) calendar days after the first issuance of any document containing data obtained from such samples. Samples consumed by laboratory testing procedures will not be stored.

9.2 Unless CLIENT directs otherwise, and excluding those issues covered in Section 10.0, CLIENT authorizes ECS to dispose of CLIENT'S non-hazardous samples and sampling or testing by-products in accordance with applicable laws and regulations.

10.0 ENVIRONMENTAL RISKS

10.1 When Hazardous Materials are known, assumed, suspected to exist, or discovered at the Site, ECS will endeavor to protect its employees and address public health, safety, and environmental issues in accordance with the Standard of Care. CLIENT agrees to compensate ECS for such efforts.

10.2 When Hazardous Materials are known, assumed, or suspected to exist, or discovered at the Site, ECS and/or ECS' subcontractors will exercise the Standard of Care in containerizing and labeling such Hazardous Materials in accordance with applicable laws and regulations, and will leave the containers on Site. CLIENT is responsible for the retrieval, removal, transport and disposal of such contaminated samples, and sampling process byproducts in accordance with applicable law and regulation.

10.3 Unless explicitly stated in the Scope of Services, ECS will neither subcontract for nor arrange for the transport, disposal, or treatment of Hazardous Materials. At CLIENT'S written request, ECS may assist CLIENT in identifying appropriate alternatives for transport, off-site treatment, storage, or disposal of such substances, but CLIENT shall be solely responsible for the final selection of methods and firms to provide such services. CLIENT shall sign all manifests for the disposal of substances affected by contaminants and shall otherwise exercise prudence in arranging for lawful disposal.

10.4 In those instances where ECS is expressly retained by CLIENT to assist CLIENT in the disposal of Hazardous Materials, samples, or wastes as part of the Proposal, ECS shall do so only as CLIENT'S agent (notwithstanding any other provision of this Agreement to the contrary). ECS will not assume the role of, nor be considered a generator, storer, transporter, or disposer of Hazardous Materials.

10.5 Subsurface sampling may result in unavoidable cross-contamination of certain subsurface areas, as when a probe or excavation/boring device moves through a contaminated zone and links it to an aquifer, underground stream, pervious soil stratum, or other hydrous body not previously contaminated, or connects an uncontaminated zone with a contaminated zone. Because sampling is an essential element of the Services indicated herein, CLIENT agrees this risk cannot be eliminated. Provided such services were performed in accordance with the Standard of Care, CLIENT waives, releases and discharges ECS from and against any claim for damage, injury, or loss allegedly arising from or related to such cross-contamination.

10.6 CLIENT understands that a Phase I Environmental Site Assessment (ESA) is conducted solely to permit ECS to render a professional opinion about the likelihood of the site having a Recognized Environmental Condition on, in, beneath, or near the Site at the time the Services are conducted. No matter how thorough a Phase I ESA study may be, findings derived from its conduct are highly limited and ECS cannot know or state for an absolute fact that the Site is unaffected or adversely affected by one or more Recognized Environmental Conditions. CLIENT represents and warrants that it understands the limitations associated with Phase I ESAs.

11.0 OWNERSHIP OF DOCUMENTS

- 11.1 ECS shall be deemed the author and owner (or licensee) of all documents, technical reports, letters, photos, boring logs, field data, field notes, laboratory test data, calculations, designs, plans, specifications, reports, or similar documents and estimates of any kind furnished by it [the "Documents of Service"] and shall retain all common law, statutory and other reserved rights, including copyrights. CLIENT shall have a limited, non-exclusive license to use copies of the Documents of Service provided to it in connection with its Project for which the Documents of Service are provided until the completion of the Project.
- 11.2 ECS' Services are performed and Documents of Service are provided for the CLIENT'S sole use. CLIENT understands and agrees that any use of the Documents of Service by anyone other than the CLIENT and its Contractors is not permitted. CLIENT further agrees to indemnify and hold ECS harmless for any errors, omissions or damage resulting from its contractors' use of ECS' Documents of Service.
- 11.3 Without ECS' prior written consent, CLIENT agrees to not use ECS' Documents of Service for the Project if the Project is subsequently modified in scope, structure or purpose. Any reuse without ECS' written consent shall be at CLIENT'S sole risk and without liability to ECS or its Subconsultants. CLIENT agrees to indemnify and hold ECS harmless for any errors, omissions or Damage resulting from its use of ECS' Documents of Service after any modification in scope, structure or purpose.
- 11.4 CLIENT agrees to not make any modification to the Documents of Service without the prior written authorization of ECS. To the fullest extent permitted by law, CLIENT agrees to indemnify, defend, and hold ECS harmless from any damage, loss, claim, liability or cost (including reasonable attorneys' fees and defense costs) arising out of or in connection with any unauthorized modification of the Documents of Service by CLIENT or any person or entity that acquires or obtains the Documents of Service from or through CLIENT. CLIENT represents and warrants that the Documents of Service shall be used only as submitted by ECS.

12.0 SAFETY

- 12.1 Unless expressly agreed to in writing in its Proposal, CLIENT agrees that ECS shall have no responsibility whatsoever for any aspect of site safety other than for its own employees. Nothing herein shall be construed to relieve CLIENT and/or its Contractors from their responsibility for site safety. CLIENT also represents and warrants that the General Contractor is solely responsible for Project site safety and that ECS personnel may rely on the safety measures provided by the General Contractor.
- 12.2 In the event ECS assumes in writing limited responsibility for specified safety issues, the acceptance of such responsibilities does not and shall not be deemed an acceptance of responsibility for any other non-specified safety issues, including, but not limited to those relating to excavating, fall protection, shoring, drilling, backfilling, blasting, or other construction activities.

13.0 CONSTRUCTION TESTING AND REMEDIATION SERVICES

- 13.1 CLIENT understands that construction testing and observation services are provided in an effort to reduce, but cannot eliminate, the risk of problems arising during or after construction or remediation. CLIENT agrees that the provision of such Services does not create a warranty or guarantee of any type.
- 13.2 Monitoring and/or testing services provided by ECS shall not in any way relieve the CLIENT'S contractor(s) from their responsibilities and obligations for the quality or completeness of construction as well as their obligation to comply with applicable laws, codes, and regulations.
- 13.3 ECS has no responsibility whatsoever for the means, methods, techniques, sequencing or procedures of construction selected, for safety precautions and programs incidental to work or services provided by any contractor or other consultant. ECS does not and shall not have or accept authority to supervise, direct, control, or stop the work of any of CLIENT'S Contractors or any of their subcontractors.
- 13.4 ECS strongly recommends that CLIENT retain ECS to provide construction monitoring and testing services on a full time basis to lower the risk of defective or incomplete work being installed by CLIENT'S Contractors. If CLIENT elects to retain ECS on a part-time or on-call basis for any aspect of construction monitoring and/or testing, CLIENT accepts the risk that a lower level of construction quality may occur and that defective or incomplete work may result and not be detected by ECS' part time monitoring and testing in exchange for CLIENT'S receipt of an immediate cost savings. Unless the CLIENT can show that ECS' errors or omissions are contained in ECS' reports, CLIENT waives, releases and discharges ECS from and against any other claims for errors, omissions, damages, injuries, or loss alleged to arise from defective or incomplete work that was monitored or tested by ECS on a part-time or on-call basis. Except as set forth in the preceding sentence, CLIENT agrees to indemnify and hold ECS harmless from all Damages, costs, and attorneys' fees, for any claims alleging errors, omissions, damage, injury or loss allegedly resulting from work that was monitored or tested by ECS on a part-time or on-call basis.

14.0 **CERTIFICATIONS** - CLIENT may request, or governing jurisdictions may require, ECS to provide a "certification" regarding the Services provided by ECS. Any "certification" required of ECS by the CLIENT or jurisdiction(s) having authority over some or all aspects of the Project shall consist of ECS' inferences and professional opinions based on the limited sampling, observations, tests, and/or analyses performed by ECS at discrete locations and times. Such "certifications" shall constitute ECS' professional opinion of a condition's existence, but ECS does not guarantee that such condition exists, nor does it relieve other parties of the responsibilities or obligations such parties have with respect to the possible existence of such a condition. CLIENT agrees it cannot make the resolution of any dispute with ECS or payment of any amount due to ECS contingent upon ECS signing any such "certification."

15.0 BILLINGS AND PAYMENTS

- 15.1 Billings will be based on the unit rates, plus travel costs, and other reimbursable expenses as stated in the professional fees section of the Proposal. Any estimate of professional fees stated shall not be considered as a not-to-exceed or lump sum amount unless otherwise explicitly stated. CLIENT understands and agrees that even if ECS agrees to a lump sum or not-to-exceed amount, that amount shall be

limited to number of hours, visits, trips, tests, borings, or samples stated in the Proposal.

- 15.2 CLIENT agrees that all professional fees and other unit rates may be adjusted annually to account for inflation based on the most recent 12-month average of the Consumer Price Index (CPI-U) for all items as established by www.bls.gov when the CPI-U exceeds an annual rate of 2.0%.
- 15.3 Should ECS identify a Changed Condition(s), ECS shall notify the CLIENT of the Changed Condition(s). ECS and CLIENT shall promptly and in good faith negotiate an amendment to the scope of Services, professional fees, and time schedule.
- 15.4 CLIENT recognizes that time is of the essence with respect to payment of ECS' invoices, and that timely payment is a material consideration for this Agreement. All payment shall be in U.S. funds drawn upon U.S. banks and in accordance with the rates and charges set forth in the professional Fees. Invoices are due and payable upon receipt.
- 15.5 If CLIENT disputes all or part of an invoice, CLIENT shall provide ECS with written notice stating in detail the facts of the dispute within fifteen (15) calendar days of the invoice date. CLIENT agrees to pay the undisputed amount of such invoice promptly.
- 15.6 ECS reserves the right to charge CLIENT an additional charge of one-and-one-half (1.5) percent (or the maximum percentage allowed by Law, whichever is lower) of the invoiced amount per month for any payment received by ECS more than thirty (30) calendar days from the date of the invoice, excepting any portion of the invoiced amount in dispute. All payments will be applied to accrued interest first and then to the unpaid principal amount. Payment of invoices shall not be subject to unilateral discounting or set-offs by CLIENT.
- 15.7 CLIENT agrees that its obligation to pay for the Services is not contingent upon CLIENT'S ability to obtain financing, zoning, approval of governmental or regulatory agencies, permits, final adjudication of a lawsuit, CLIENT'S successful completion of the Project, settlement of a real estate transaction, receipt of payment from CLIENT's client, or any other event unrelated to ECS provision of Services. Retainage shall not be withheld from any payment, nor shall any deduction be made from any invoice on account of penalty, liquidated damages, or other sums incurred by CLIENT. It is agreed that all costs and legal fees including actual attorney's fees, and expenses incurred by ECS in obtaining payment under this Agreement, in perfecting or obtaining a lien, recovery under a bond, collecting any delinquent amounts due, or executing judgments, shall be reimbursed by CLIENT.
- 15.8 Unless CLIENT has provided notice to ECS in accordance with Section 16.0 of these Terms, payment of any invoice by the CLIENT shall mean that the CLIENT is satisfied with ECS' Services and is not aware of any defects in those Services.

16.0 DEFECTS IN SERVICE

- 16.1 CLIENT and CLIENT'S Contractors shall promptly inform ECS during active work on any project of any actual or suspected defects in the Services so to permit ECS to take such prompt, effective remedial measures that in ECS' opinion will reduce or eliminate the consequences of any such defective Services. The correction of defects attributable to ECS' failure to perform in accordance with the Standard of Care shall be provided at no cost to CLIENT. However, ECS shall not be responsible for the correction of any deficiency attributable to client-furnished information, the errors, omissions, defective materials, or improper installation of materials by CLIENT'S personnel, consultants or contractors, or work not observed by ECS. CLIENT shall compensate ECS for the costs of correcting such defects.
- 16.2 Modifications to reports, documents and plans required as a result of jurisdictional reviews or CLIENT requests shall not be considered to be defects. CLIENT shall compensate ECS for the provision of such Services.

17.0 **INSURANCE** - ECS represents that it and its subcontractors and subconsultants maintain workers compensation insurance, and that ECS is covered by general liability, automobile and professional liability insurance policies in coverage amounts it deems reasonable and adequate. ECS shall furnish certificates of insurance upon request. The CLIENT is responsible for requesting specific inclusions or limits of coverage that are not present in ECS insurance package. The cost of such inclusions or coverage increases, if available, will be at the expense of the CLIENT.

18.0 LIMITATION OF LIABILITY

18.1 CLIENT AGREES TO ALLOCATE CERTAIN RISKS ASSOCIATED WITH THE PROJECT BY LIMITING ECS' TOTAL LIABILITY TO CLIENT ARISING FROM ECS' PROFESSIONAL LIABILITY, I.E. PROFESSIONAL ACTS, ERRORS, OR OMISSIONS AND FOR ANY AND ALL CAUSES INCLUDING NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, OR BREACH OF WARRANTY, INJURIES, DAMAGES, CLAIMS, LOSSES, EXPENSES, OR CLAIM EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) RELATING TO PROFESSIONAL SERVICES PROVIDED UNDER THIS AGREEMENT TO THE FULLEST EXTENT PERMITTED BY LAW. THE ALLOCATION IS AS FOLLOWS.

- 18.1.1 If the proposed fees are \$10,000 or less, ECS' total aggregate liability to CLIENT shall not exceed \$20,000, or the total fee received for the services rendered, whichever is greater.
- 18.1.2 If the proposed fees are in excess of \$10,000, ECS' total aggregate liability to CLIENT shall not exceed \$50,000, or the total fee for the services rendered, whichever is greater.
- 18.2 CLIENT agrees that ECS shall not be responsible for any injury, loss or damage of any nature, including bodily injury and property damage, arising directly or indirectly, in whole or in part, from acts or omissions by the CLIENT, its employees, agents, staff, consultants, contractors, or subcontractors to the extent such injury, damage, or loss is caused by acts or omissions of CLIENT, its employees, agents, staff, consultants, contractors, subcontractors or person/entities for whom CLIENT is legally liable.
- 18.3 CLIENT agrees that ECS' liability for all non-professional liability arising out of this Agreement or the services provided as a result of the Proposal be limited to \$500,000.

19.0 INDEMNIFICATION

- 19.1 Subject to Section 18.0, ECS agrees to hold harmless and indemnify CLIENT from and against damages arising from ECS' negligent performance of its Services, but only to the extent that such damages are found to be caused by ECS' negligent

- acts, errors or omissions, (specifically excluding any damages caused by any third party or by the CLIENT.)
- 19.2 To the fullest extent permitted by law, CLIENT agrees to indemnify, and hold ECS harmless from and against any and all liability, claims, damages, demands, fines, penalties, costs and expenditures (including reasonable attorneys' fees and costs of litigation defense and/or settlement) ("Damages") caused in whole or in part by the acts, errors, or omissions of the CLIENT or CLIENT's employees, agents, staff, contractors, subcontractors, consultants, and clients, provided such Damages are attributable to: (a) the bodily injury, personal injury, sickness, disease and/or death of any person; (b) the injury to or loss of value to tangible personal property; or (c) a breach of these Terms. The foregoing indemnification shall not apply to the extent such Damage is found to be caused by the sole negligence, errors, omissions or willful misconduct of ECS.
- 19.3 It is specifically understood and agreed that in no case shall ECS be required to pay an amount of Damages disproportional to ECS' culpability. **IF CLIENT IS A HOMEOWNER, HOMEOWNERS' ASSOCIATION, CONDOMINIUM OWNER, CONDOMINIUM OWNER'S ASSOCIATION, OR SIMILAR RESIDENTIAL OWNER, ECS RECOMMENDS THAT CLIENT RETAIN LEGAL COUNSEL BEFORE ENTERING INTO THIS AGREEMENT TO EXPLAIN CLIENT'S RIGHTS AND OBLIGATIONS HEREUNDER, AND THE LIMITATIONS, AND RESTRICTIONS IMPOSED BY THIS AGREEMENT. CLIENT AGREES THAT FAILURE OF CLIENT TO RETAIN SUCH COUNSEL SHALL BE A KNOWING WAIVER OF LEGAL COUNSEL AND SHALL NOT BE ALLOWED ON GROUNDS OF AVOIDING ANY PROVISION OF THIS AGREEMENT.**
- 19.4 **IF CLIENT IS A RESIDENTIAL BUILDER OR RESIDENTIAL DEVELOPER, CLIENT SHALL INDEMNIFY AND HOLD HARMLESS ECS AGAINST ANY AND ALL CLAIMS OR DEMANDS DUE TO INJURY OR LOSS INITIATED BY ONE OR MORE HOMEOWNERS, UNIT-OWNERS, OR THEIR HOMEOWNER'S ASSOCIATION, COOPERATIVE BOARD, OR SIMILAR GOVERNING ENTITY AGAINST CLIENT WHICH RESULTS IN ECS BEING BROUGHT INTO THE DISPUTE.**
- 19.5 **IN NO EVENT SHALL THE DUTY TO INDEMNIFY AND HOLD ANOTHER PARTY HARMLESS UNDER THIS SECTION 19.0 INCLUDE THE DUTY TO DEFEND.**
- 20.0 CONSEQUENTIAL DAMAGES**
- 20.1 CLIENT shall not be liable to ECS and ECS shall not be liable to CLIENT for any consequential damages incurred by either due to the fault of the other or their employees, consultants, agents, contractors or subcontractors, regardless of the nature of the fault or whether such liability arises in breach of contract or warranty, tort, statute, or any other cause of action. Consequential damages include, but are not limited to, loss of use and loss of profit.
- 20.2 ECS shall not be liable to CLIENT, or any entity engaged directly or indirectly by CLIENT, for any liquidated damages due to any fault, or failure to act, in part or in total by ECS, its employees, agents, or subcontractors.
- 21.0 SOURCES OF RECOVERY**
- 21.1 All claims for damages related to the Services provided under this Agreement shall be made against the ECS entity contracting with the CLIENT for the Services, and no other person or entity. CLIENT agrees that it shall not name any affiliated entity including parent, peer, or subsidiary entity or any individual officer, director, or employee of ECS.
- 21.2 In the event of any dispute or claim between CLIENT and ECS arising out of in connection with the Project and/or the Services, CLIENT and ECS agree that they will look solely to each other for the satisfaction of any such dispute or claim. Moreover, notwithstanding anything to the contrary contained in any other provision herein, CLIENT and ECS' agree that their respective shareholders, principals, partners, members, agents, directors, officers, employees, and/or owners shall have no liability whatsoever arising out of or in connection with the Project and/or Services provided hereunder. In the event CLIENT brings a claim against an affiliated entity, parent entity, subsidiary entity, or individual officer, director or employee in contravention of this Section 21, CLIENT agrees to hold ECS harmless from and against all damages, costs, awards, or fees (including attorneys' fees) attributable to such act.
- 22.0 THIRD PARTY CLAIMS EXCLUSION** - CLIENT and ECS agree that the Services are performed solely for the benefit of the CLIENT and are not intended by either CLIENT or ECS to benefit any other person or entity. To the extent that any other person or entity is benefited by the Services, such benefit is purely incidental and such other person or entity shall not be deemed a third party beneficiary to the Agreement. No third-party shall have the right to rely on ECS' opinions rendered in connection with ECS' Services without written consent from both CLIENT and ECS, which shall include, at a minimum, the third-party's agreement to be bound to the same Terms and Conditions contained herein and third-party's agreement that ECS' Scope of Services performed is adequate.
- 23.0 DISPUTE RESOLUTION**
- 23.1 In the event any claims, disputes, and other matters in question arising out of or relating to these Terms or breach thereof (collectively referred to as "Disputes"), the parties shall promptly attempt to resolve all such Disputes through executive negotiation between senior representatives of both parties familiar with the Project. The parties shall arrange a mutually convenient time for the senior representative of each party to meet. Such meeting shall occur within fifteen calendar (15) days of either party's written request for executive negotiation or as otherwise mutually agreed. Should this meeting fail to result in a mutually agreeable plan for resolution of the Dispute, CLIENT and ECS agree that either party may bring litigation.
- 23.2 CLIENT shall make no claim (whether directly or in the form of a third-party claim) against ECS unless CLIENT shall have first provided ECS with a written certification executed by an independent engineer licensed in the jurisdiction in which the Project is located, reasonably specifying each and every act or omission which the certifier contends constitutes a violation of the Standard of Care. Such certificate shall be a precondition to the institution of any judicial proceeding and shall be provided to ECS thirty (30) days prior to the institution of such judicial proceedings.
- 23.3 Litigation shall be instituted in a court of competent jurisdiction in the county or district in which ECS' office contracting with the CLIENT is located. The parties agree that the law applicable to these Terms and the Services provided pursuant to the Proposal shall be the laws of the Commonwealth of Virginia, but excluding its choice of law rules. Unless otherwise mutually agreed to in writing by both parties, CLIENT waives the right to remove any litigation action to any other jurisdiction. Both parties agree to waive any demand for a trial by jury.
- 24.0 CURING A BREACH**
- 24.1 A party that believes the other has materially breached these Terms shall issue a written cure notice identifying its alleged grounds for termination. Both parties shall promptly and in good faith attempt to identify a cure for the alleged breach or present facts showing the absence of such breach. If a cure can be agreed to or the matter otherwise resolved within thirty (30) calendar days from the date of the termination notice, the parties shall commit their understandings to writing and termination shall not occur.
- 24.2 Either party may waive any right provided by these Terms in curing an actual or alleged breach; however, such waiver shall not affect future application of such provision or any other provision.
- 25.0 TERMINATION**
- 25.1 CLIENT or ECS may terminate this Agreement for breach, non-payment, or a failure to cooperate. In the event of termination, the effecting party shall so notify the other party in writing and termination shall become effective fourteen (14) calendar days after receipt of the termination notice.
- 25.2 Irrespective of which party shall effect termination, or the cause therefore, ECS shall promptly render to CLIENT a final invoice and CLIENT shall immediately compensate ECS for Services rendered and costs incurred including those Services associated with termination itself, including without limitation, demobilizing, modifying schedules, and reassigning personnel.
- 26.0 TIME BAR TO LEGAL ACTION** - Unless prohibited by law, and notwithstanding any Statute that may provide additional protection, CLIENT and ECS agree that a lawsuit by either party alleging a breach of this Agreement, violation of the Standard of Care, non-payment of invoices, or arising out of the Services provided hereunder, must be initiated in a court of competent jurisdiction no more than two (2) years from the time the party knew, or should have known, of the facts and conditions giving rise to its claim, and shall under no circumstances shall such lawsuit be initiated more than three (3) years from the date of substantial completion of ECS' Services.
- 27.0 ASSIGNMENT** - CLIENT and ECS respectively bind themselves, their successors, assigns, heirs, and legal representatives to the other party and the successors, assigns, heirs and legal representatives of such other party with respect to all covenants of these Terms. Neither CLIENT nor ECS shall assign these Terms, any rights thereunder, or any cause of action arising therefrom, in whole or in part, without the written consent of the other. Any purported assignment or transfer, except as permitted above, shall be deemed null, void and invalid, the purported assignee shall acquire no rights as a result of the purported assignment or transfer and the non-assigning party shall not recognize any such purported assignment or transfer.
- 28.0 SEVERABILITY** - Any provision of these Terms later held to violate any law, statute, or regulation, shall be deemed void, and all remaining provisions shall continue in full force and effect. CLIENT and ECS shall endeavor to quickly replace a voided provision with a valid substitute that expresses the intent of the issues covered by the original provision.
- 29.0 SURVIVAL** - All obligations arising prior to the termination of the agreement represented by these Terms and all provisions allocating responsibility or liability between the CLIENT and ECS shall survive the substantial completion of Services and the termination of the Agreement.
- 30.0 TITLES; ENTIRE AGREEMENT**
- 30.1 The titles used herein are for general reference only and are not part of the Terms.
- 30.2 These Terms together with the Proposal, including all exhibits, appendixes, and other documents appended to it, constitute the entire agreement between CLIENT and ECS ("Agreement"). CLIENT acknowledges that all prior understandings and negotiations are superseded by this Agreement.
- 30.3 CLIENT and ECS agree that subsequent modifications to the Agreement shall not be binding unless made in writing and signed by authorized representatives of both parties.
- 30.4 All preprinted terms and conditions on CLIENT'S purchase order, Work Authorization, or other service acknowledgement forms, are inapplicable and superseded by these Terms and Conditions of Service.
- 30.5 CLIENT'S execution of a Work Authorization, the submission of a start work authorization (oral or written) or issuance of a purchase order constitutes CLIENT'S acceptance of this Proposal and these Terms and their agreement to be fully bound to them. If CLIENT fails to provide ECS with a signed copy of these Terms or the attached Work Authorization, CLIENT agrees that by authorizing and accepting the services of ECS, it will be fully bound by these Terms as if they had been signed by CLIENT.

| Vendor | PO # | Orginal Amount | YTD Expenditures | Remaining |
|---------------------------------|-----------------------------|--------------------------|-------------------------|--------------------------|
| A&R Electric | 5718 | \$ 217,714.00 | \$ 217,714.00 | \$ - |
| A&R Electric | 6105 | \$ 67,050.00 | \$ 67,050.00 | \$ - |
| A&R Electric | 6243 | \$ 14,850.00 | \$ - | \$ 14,850.00 |
| A&R Electric | 6301 | \$ 18,000.00 | \$ 14,000.00 | \$ 4,000.00 |
| Alfa Laval | 5734 | \$ 946,714.00 | \$ 946,714.00 | \$ - |
| Carter Machinery | 6255 | \$ 1,095,764.25 | \$ - | \$ 1,095,764.25 |
| EAT-N/Airline Hydraulics | 5793 | \$ 143,711.00 | \$ 143,711.00 | \$ - |
| Electric Power Systems | 5947 | \$ 3,600.00 | \$ 2,400.00 | \$ 1,200.00 |
| Endress+Hauser | 5679 | \$ 3,037.77 | \$ 3,037.77 | \$ - |
| Endress+Hauser | 5914 | \$ 51,802.03 | \$ 51,802.03 | \$ - |
| Hazen & Sawyer | 5376 | \$ 3,316,735.00 | \$ 3,304,369.00 | \$ 12,366.00 |
| Hazen & Sawyer | 5845 | \$ 656,420.46 | \$ 656,420.46 | \$ - |
| McGuireWoods Consultiung | 5906 | \$ 20,000.00 | \$ 20,000.00 | \$ - |
| MEB General Contractors Phase 1 | 6193 | \$ 10,195,345.06 | \$ 1,005,858.00 | \$ 9,189,487.06 |
| MEB General Contractors Phase 2 | 6319 | \$ 4,451,882.39 | \$ 488,537.50 | \$ 3,963,344.89 |
| MEB General Contractors Phase 4 | 6383 | \$ 2,169,000.00 | \$ 216,907.50 | \$ 1,952,092.50 |
| MEB General Contractors Phase 3 | 6444 | \$ 57,591,000.00 | \$ 1,361,492.50 | \$ 56,229,507.50 |
| MEB General Contractors Phase 5 | 6464 | \$ 98,917,000.00 | \$ 1,577,000.00 | \$ 97,340,000.00 |
| Schwing Bioiset | 5723 | \$ 1,023,910.00 | \$ 409,564.00 | \$ 614,346.00 |
| Sherwood Logan | 5725 | \$ 83,683.00 | \$ 83,683.00 | \$ - |
| WW Associates | 5975 | \$ 3,650,000.00 | \$ 1,213,375.00 | \$ 2,436,625.00 |
| WW Associates | 5987 | \$ 205,000.00 | \$ 205,000.00 | \$ - |
| WW Associates | 5997 | \$ 275,000.00 | \$ 275,000.00 | \$ - |
| WW Associates | 6095 | \$ 495,000.00 | \$ 495,000.00 | \$ - |
| WW Associates | 6130 | \$ 25,000.00 | \$ 25,000.00 | \$ - |
| WW Associates | 6433 | \$ 520,442.00 | \$ 9,990.50 | \$ 510,451.50 |
| WW Associates | 6478 | \$ 7,875.00 | | |
| | | \$ 186,165,535.96 | \$ 12,793,626.26 | \$ 173,371,909.70 |
| Aqualaw PLC | Aqua | \$ - | \$ 25,168.50 | \$ - |
| City of Petersburg | City | \$ - | \$ 2,250.00 | \$ - |
| Comcast Cable | Cable | \$ - | \$ 2,194.64 | \$ - |
| Hazen & Sawyer | Rebid | \$ - | \$ 179,241.68 | \$ - |
| McGuireWoods | Legal | \$ - | \$ 79,248.15 | \$ - |
| McGuireWoods Consulting | Legal | \$ - | \$ 5,789.98 | \$ - |
| McGuireWoods | Contract | \$ - | \$ 39,710.33 | \$ - |
| RLP Investments | Nutrient Purchase | \$ - | \$ 56,000.00 | \$ - |
| WW Associates | ENR | \$ - | \$ 11,485.00 | \$ - |
| WW Associates | WW Eng | \$ - | \$ 450.00 | \$ - |
| Federal Processing Registry | Federal Processing Registry | | \$ 1,999.00 | |
| | | \$ - | \$ 403,537.28 | \$ - |
| | | \$ 186,165,535.96 | \$ 13,197,163.54 | \$ 173,371,909.70 |

| Sum of Amount Row Labels | Column Labels | | | Grand Total |
|-------------------------------------|--|--------------------------------------|---|-----------------------|
| | 58000-1 · Nutrient Upgrade-Engineering | 58000-2 · Nutrient Upgrade-Equipment | 58000-3 · Nutrient Upgrade-Solids Handlin | |
| Alfa Laval, Inc. | | | \$946,714.00 | \$946,714.00 |
| 5734 | | | \$142,007.10 | \$142,007.10 |
| 5734 | | | \$804,706.90 | \$804,706.90 |
| AQUALAW PLC | \$25,168.50 | | | \$25,168.50 |
| Aqua | \$17,874.50 | | | \$17,874.50 |
| Legal | \$7,294.00 | | | \$7,294.00 |
| City of Petersburg | \$2,250.00 | | | \$2,250.00 |
| City | \$2,250.00 | | | \$2,250.00 |
| Comcast Cable Communications | | | \$2,194.64 | \$2,194.64 |
| Cable | | | \$2,194.64 | \$2,194.64 |
| Electric Power Systems | | | \$2,400.00 | \$2,400.00 |
| 5947 | | | \$2,400.00 | \$2,400.00 |
| Endress+Hauser | \$3,037.77 | | \$51,802.03 | \$54,839.80 |
| 5679 | \$3,037.77 | | | \$3,037.77 |
| 5914 | | | \$51,802.03 | \$51,802.03 |
| Hazen & Sawyer | \$4,140,031.14 | | | \$4,140,031.14 |
| 5376 | \$3,304,369.00 | | | \$3,304,369.00 |
| 5845 | \$656,420.46 | | | \$656,420.46 |
| Rebid | \$179,241.68 | | | \$179,241.68 |
| McGuireWoods | \$116,577.08 | | | \$116,577.08 |
| Legal | \$76,866.75 | | | \$76,866.75 |
| Contract | \$39,710.33 | | | \$39,710.33 |
| McGuireWoods Consulting | \$25,789.98 | | | \$25,789.98 |
| 5906 | \$20,000.00 | | | \$20,000.00 |
| Legal | \$5,789.98 | | | \$5,789.98 |
| Schwing Bioset | | | \$409,564.00 | \$409,564.00 |
| 5723 | | | \$392,960.00 | \$392,960.00 |
| 5723 | | | \$16,604.00 | \$16,604.00 |
| Sherwood Logan | | | \$83,683.00 | \$83,683.00 |
| 5725 | | | \$83,683.00 | \$83,683.00 |
| W W Associates | \$2,235,300.50 | | | \$2,235,300.50 |
| 5975 | \$464,875.00 | | | \$464,875.00 |
| ENR | \$11,485.00 | | | \$11,485.00 |
| WW Eng | \$450.00 | | | \$450.00 |
| 5975 | \$748,500.00 | | | \$748,500.00 |
| 5997 | \$233,750.00 | | | \$233,750.00 |
| 5997 | \$41,250.00 | | | \$41,250.00 |
| 5987 | \$171,000.00 | | | \$171,000.00 |
| 6095 | \$400,500.00 | | | \$400,500.00 |

| | | | | |
|--------------------------------------|-----------------------|-----------------------|-----------------------|------------------------|
| 6130 | \$25,000.00 | | | \$25,000.00 |
| 6095 | \$94,500.00 | | | \$94,500.00 |
| 5987 | \$34,000.00 | | | \$34,000.00 |
| 6433 | \$9,990.50 | | | \$9,990.50 |
| A & R Electric, Inc. | \$67,050.00 | \$231,714.00 | | \$298,764.00 |
| 6105 | \$67,050.00 | | | \$67,050.00 |
| 5718 | | \$127,825.00 | | \$127,825.00 |
| 6301 | | \$14,000.00 | | \$14,000.00 |
| 5718 | | \$89,889.00 | | \$89,889.00 |
| Airline Hydraulics | | \$143,711.00 | | \$143,711.00 |
| 5793 | | \$143,711.00 | | \$143,711.00 |
| MEB General Contractors, Inc. | | \$3,451,967.50 | \$1,146,460.00 | \$4,598,427.50 |
| 6193 | | | \$642,010.00 | \$642,010.00 |
| 6319 | | \$64,125.00 | \$140,600.00 | \$204,725.00 |
| 6193 | | | \$363,850.00 | \$363,850.00 |
| 6383 | | \$122,550.00 | | \$122,550.00 |
| 6319 | | \$283,812.50 | | \$283,812.50 |
| 6383 | | \$42,987.50 | | \$42,987.50 |
| 6444 | | \$1,361,492.50 | | \$1,361,492.50 |
| 6464 | | \$1,577,000.00 | | \$1,577,000.00 |
| McGuireWoods | \$2,381.40 | | | \$2,381.40 |
| Legal | \$2,381.40 | | | \$2,381.40 |
| RLP Investments, LC | \$56,000.00 | | | \$56,000.00 |
| Nutrient Credit | \$56,000.00 | | | \$56,000.00 |
| Wilkins, Melissa (BOA) | \$1,999.00 | | | \$1,999.00 |
| Compliance | \$1,999.00 | | | \$1,999.00 |
| Grand Total | \$6,675,585.37 | \$4,830,503.17 | \$1,639,707.00 | \$13,145,795.54 |



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EXHIBIT E

TO: South Central Wastewater Authority Board of Directors

FROM: Robert B. Wilson, Executive Director
James C. Gordon, Assistant Executive Director

DATE: March 20, 2025

SUBJECT: Legal Services Annual Contract Award

Staff posted an RFP for legal services on November 4, 2024, with a due date for responses of December 9, 2024. The Authority received four responses:

- Sands Anderson PC
- AquaLaw PLC
- Hefty Wiley & Gore, P.C.
- Whiteford, Taylor & Preston L.L.P.

The selection committee consisting of the executive director, assistant executive director and business manager ranked each firm on set criteria. The highest ranked firm was interviewed on February 12th.

The selection committee is recommending the firm of Sands Anderson PC. The firm of AquaLaw PLC will remain under contract for environmental issues.

The contract length for general counsel is three years with the option to renew annually for an additional two years.

Board Action Requested:

Staff requests the Board award the legal services annual contract to Sands Anderson PC and authorize the executive director to execute the three-year contract.



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EXHIBIT F

TO: South Central Wastewater Authority Board of Directors

FROM: Robert B. Wilson, Executive Director
James C. Gordon, Assistant Executive Director

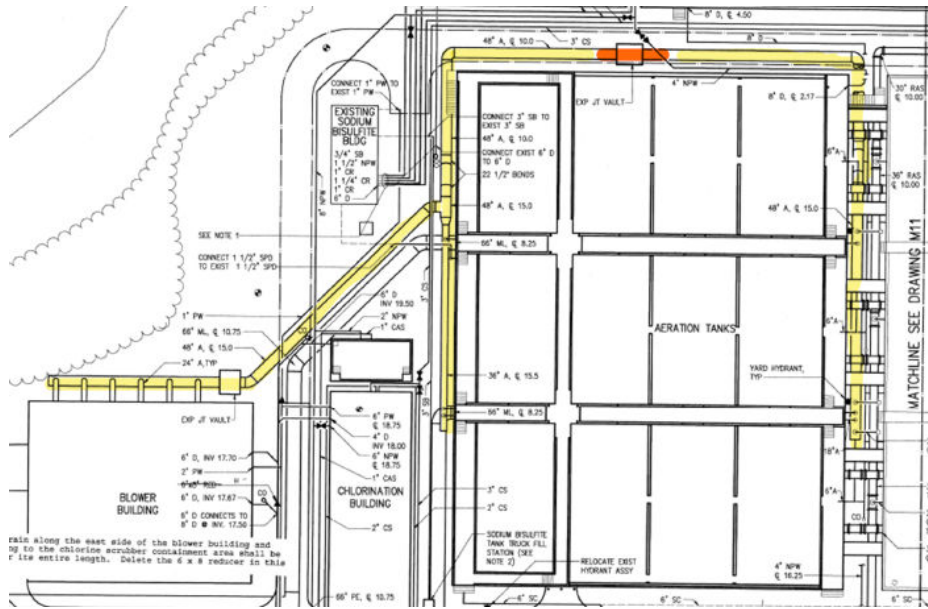
DATE: March 20, 2025

SUBJECT: Emergency 48" airline repair

The South Central Wastewater Authority is a conventional wastewater treatment plant using activated sludge to biologically remove nutrients from the wastewater. Part of the process includes controlled aeration to maintain a minimum dissolved oxygen concentration for the process. The air is sent to the tanks from one of five 500 hp blowers that is transferred to the tanks via a 48" steel line and the individual tanks are fed off the 48" header airline. The main header runs from the blower building to the north of the aeration tanks and then between the tanks for air distribution. There are two expansion joints on the 48" line but there are no isolation valves.

Last year, during a rain event, staff noticed the ground and pavement to the north of the aeration tanks near one of our expansion joints was bubbling. A contractor, Waco, was selected to excavate and evaluate the situation to determine the extent of the air leak. A stick of stainless steel 48" pipe was purchased to have on hand as well. Work began the last week of January 2025. After a couple of weeks, the leak was found just to the east of the expansion joint. There are two cracks in the steel airline. One is in the seam on the bottom of the pipe and is 5' long and the other is about 10" above it and is 2.5' long. There is a smaller leak to the west of the expansion joint and the expansion joint is showing signs of aging and cracking. The expansion joint is 30 years old, and we have a spare in inventory. During the excavation around the vault that houses the expansion joint it was also discovered the vault has areas of significant delamination and needs to be replaced.

Below is a drawing showing the location of the main header for the air distribution. The damaged vault and leaks are in the area highlighted in orange. There are also pictures showing the areas where the leaks are and the extent of damage to the vault.





Staff decided to proceed with Waco to perform an emergency repair of the airline and vault. Waco subcontracted the vault reconstruction and a purchase order for \$49,323.75 was issued for that work. The vault repair included demo of all 4 walls and replacing the walls per the original specifications. The wet weather in February complicated the repair due to the high river levels that raised the groundwater conditions and flooded the excavation. To provide a temporary patch, Waco was able to use sections of the stainless pipe on hand and chain to the pipe with a gasket that improved our blower efficiency significantly. Pumps were used to control the water level temporarily until the river dropped enough to dry out the excavation. Waco returned to finalize and weld the patches on the pipe and place a mastic coating on all the exposed pipe. To date, Waco has invoiced for \$55,051.30 for work related to the excavation and repair of the airline. They estimated another \$25,568.00 in additional work for the repair completion. Based on the current information the repair will be in the range of \$130,000-\$150,000.

This work was issued as an emergency repair. The intent will be to absorb this within our existing budget. The SCWWA will evaluate the budget as we get close to the end of the fiscal year to see if the repair runs over budget and staff may request authorization to use the Equipment Repair and Replacement Fund (ERRF) if there is a budget shortfall. Per the SCWWA service agreement, \$2,500,000 must be maintained in the fund or 5% of the O&M budget will be charged to the members until the ERRF reaches that level. Currently the ERRF is in the LGIP and has \$2,710,467.97.

Board Action Requested:

There are not actions requested at this time.



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EXHIBIT G

TO: South Central Wastewater Authority Board of Directors

FROM: Robert B. Wilson, P.E., Executive Director
 James C. Gordon, Assistant Executive Director

DATE: March 20, 2025

SUBJECT: Status Report

This report hits the highlights and does not cover the day-to-day maintenance or preventive maintenance summaries.

The following is an update for plant operations.

➤ General

- The next Board of Directors meeting is Thursday, May 15th, at the Appomattox River Water Authority at 2:00 pm.
- Septage revenues were:

| Month | Septage |
|----------|------------|
| January | \$7,212.20 |
| February | \$7,330.57 |
- SCWWA’s annual total nitrogen (TN) waste load allocation (WLA) is 350,239 lbs. TN discharged through February 2025 was 67,236 lbs. We have a contract with Chesterfield to purchase 50,000 credits to cover any WLA overage.
- SCWWA’s annual total phosphorus (TP) WLA is 28,404 lbs. TP discharged through February 2025 was 3,989 lbs.
- The insurance company inspected plant assets for correct insurance values.
- The executive director and assistant executive director are enrolled in classes at VCU for Emergency Management, Navigating Disasters, and Recovery and Resiliency.

➤ Operations

- Plant effluent met all permit requirements for January and February 2025.
- Average daily effluent flows were:

| Month | Average Effluent Flow (mgd) | Total Monthly Precipitation (inches) |
|----------|-----------------------------|--------------------------------------|
| November | 11.331 | 3.18 |
| December | 19.262 | 5.98 |

- RAS MCC installation is complete, and the pump station is back in normal operation.
- Maintained plant during emergency airline repair. Several blower shutdowns were required.
- All DMR discharge parameters were met and there were no permit violations.

- Three operators completed DEQ100 License review class.
- Four operators completed DEQ 21 Activated sludge process control part 3 Microscope Examination.
- Cameron Meeks passed his Class 2 wastewater operator license exam.
- Seth Martin passed his Class 4 wastewater operator license exam.

➤ Maintenance

- Continued assisting contractor as needed with excavation and repairs of the 48" main airline header.
- Contractor is nearing completion of PB3 MCC replacement. Staff are in the process of providing a dedicated electrical feed to the PLC.
- Contractor installed new conduit runs for headworks barscreen area. New circuits are being run to replace failed wiring within the concrete.
- Staff continue development of new Alum feed system.
- The new hypo storage tank is scheduled for installation the week of March 10th.

➤ SI-IT

- Assisting contractor with the installation of the new phone system.
- Setting up new tablets for operations and maintenance staff.
- Continue to experience attempts to infiltrate firewalls. No penetration to date. Virginia Fusion Center only wants notification is firewalls penetrated.
- In the process of upgrading SCADA and Historian IFIX software to 2024 version.
- Continuing to prepare a secure area in the file storage room in the blower building to setup new server rack and server for the IT and OT separation.

➤ Laboratory/Industrial Pretreatment

- Whole Effluent Toxicity (WET) testing is scheduled for the week of March 24th.
- Virginia Linen is currently in Significant Non-Compliance for Oil and Grease, TPH. They were published in the Progress Index and are being fined for their violations. They are working to identify the source. They have discussed bringing in a third party for assistance.
- Laboratory Proficiency Test samples will ship in April.

➤ PB3 and PB5 MCC Replacement

- Motor Control Centers (MCC) have been received.
- Pump Building 5 MCC in complete and temporary VFDs have been removed. RAS pump station is back in normal operation.
- Pump Building 3 MCC is installed but they manufacturer did not provide the correct reset plunger for the gear. The contractor and staff are working to resolve the issue. The MCC is installed and operational.

EXHIBIT H

South Central Wastewater Authority
For Month Ending February 28, 2025

Assets**Current Assets**

| | | |
|----------------------------------|-----------|------------------|
| Petty Cash | \$ | 500 |
| Wells Fargo Operating Account | \$ | 3,191,628 |
| Payments In-Transit To LGIP Fund | \$ | (574,501) |
| Total Unrestricted Cash | \$ | 2,617,627 |

| | | |
|-----------------------------------|-----------|-------------------|
| Wells Fargo Reserve | \$ | 3,916,414 |
| LGIP-ERRF | \$ | 2,710,468 |
| LGIP_Capital Improvements Reserve | \$ | 14,303,026 |
| Total Restricted Cash | \$ | 20,929,909 |

Total Checking/Savings \$ 23,547,535

| | | |
|--------------------------------|----|-----------|
| Accounts Receivable | \$ | 633,051 |
| Additional Accounts Receivable | \$ | - |
| Accounts Receivable-ARPA | \$ | 1,784,419 |
| Prepaid Expenses | \$ | 65,859 |

Total Current Assets \$ 26,030,863

Fixed Assets

| | | |
|--------------------------|----|--------------|
| Sewer System Plant | \$ | 33,990,396 |
| Equipment & Vehicles | \$ | 2,643,121 |
| Plant Machinery | \$ | 7,408,434 |
| Construction in Progress | \$ | 8,245,784 |
| Land | \$ | 92,968 |
| Accumulated Depreciation | \$ | (31,302,635) |

Total Fixed Assets \$ 21,078,067

Other Assets

| | | |
|-----------------------------------|----|---------|
| Due from Member Localities | \$ | - |
| Inventory | \$ | 909,138 |
| Def Out Res-Post ER Pension Con | \$ | 112,645 |
| Deferred Outflows-GLI OPEB | \$ | 24,084 |
| Deferred Outflows-Pension related | \$ | 155,325 |
| Def Out Res-OPEB Assumptions | \$ | 2,792 |
| Def Out Res-OPEB Experience | \$ | 7,252 |
| Def Out Res-OPEB Contributions | \$ | 24,781 |
| Right of Use Lease Assets | \$ | 10,643 |
| Accum amort-right of use lease | \$ | (8,979) |

Total Other Assets \$ 1,237,681

Total Assets

\$ 48,346,612

Liabilities & Equity**Current Liabilities**

| | | |
|------------------|----|---------|
| Accounts Payable | \$ | 581,082 |
|------------------|----|---------|

Total Current Liabilities \$ 581,082

Other Current Liabilities

| | | |
|--------------------------------------|----|---------|
| Payroll Accruals | \$ | 219,510 |
| Health Ins-ARWA | \$ | - |
| Retainage Payable | \$ | 35,553 |
| Accrued interest-GASB87 | \$ | 15 |
| Accrue for Nutrient Credit Purchases | \$ | 125,000 |
| Lease Liability-Current | \$ | 1,799 |
| Lease Liability- non-current | \$ | - |
| Refunds Due Member Localities | \$ | - |

Total Other Current Liabilities \$ 381,877

Long Term Liabilities

| | | |
|---------------------------------|----|---------|
| Net OPEB Obligation | \$ | 93,502 |
| Net OPEB Liability-GLI | \$ | 100,742 |
| Def Infl-OPEB-Chg of Assumption | \$ | - |
| Deferred Inflows-GLI OPEB | \$ | 18,640 |
| Def Inf-Chg in Ex and Act | \$ | 26,899 |
| Def Inf Res-Net Dif Pension Inv | \$ | - |
| Def Inf Res-Pens Chg Assumption | \$ | - |
| Def Inf Res-Pens Dif Proj/Act E | \$ | 93,706 |
| Net Pension Liability | \$ | 323,643 |

Total Long-Term Liabilities \$ 657,132

Total Liabilities

\$ 1,620,091

Equity

| | | |
|------------------------------------|----|------------|
| Retained Earnings | \$ | 34,958,016 |
| Initial Locality Contribution Cap. | \$ | 14,166,822 |

| | | |
|---------------------|-----------|-------------------|
| Net Income | \$ | (2,398,317) |
| Total Equity | \$ | 46,726,521 |

Total Liabilities & Equity

\$ 48,346,612

South Central Wastewater Authority
YTD Income Statement for the period ending February 28, 2025

Wastewater Rate Center
Revenues and Expenses Summary

| <i>Budget</i> | <i>Budget</i> | <i>Actual</i> | <i>YTD Budget</i> | <i>Variance</i> |
|-----------------|---------------------|---------------------|-------------------|-------------------|
| <i>FY 24/25</i> | <i>Year-to-Date</i> | <i>Year-to-Date</i> | <i>vs. Actual</i> | <i>Percentage</i> |

Operating Budget vs. Actual

Revenues

| | | | | | |
|---------------------------------|---------------------|---------------------|---------------------|------------------|--------------|
| Septage/Misc Revenue | \$ - | \$ - | \$ 55,788 | \$ 55,788 | #DIV/0! |
| O&M Revenue | \$ 7,339,437 | \$ 4,892,958 | \$ 4,892,958 | \$ 0 | 0.00% |
| Capital Improvements Reserve | \$ 2,500,000 | \$ 1,666,667 | \$ 1,666,667 | \$ (0) | 0.00% |
| ER&RF Revenue | \$ - | \$ - | \$ - | \$ - | #DIV/0! |
| Total Operating Revenues | \$ 9,839,437 | \$ 6,559,625 | \$ 6,615,413 | \$ 55,788 | 0.85% |

Expenses

| | | | | | |
|---|---------------------|---------------------|---------------------|---------------------|----------------|
| Personnel Cost | \$ 3,381,187 | \$ 2,254,125 | \$ 2,082,973 | \$ (171,152) | -7.59% |
| Contractual/Professional Services | \$ 328,300 | \$ 218,867 | \$ 153,597 | \$ (65,270) | -29.82% |
| Utilities | \$ 614,500 | \$ 409,667 | \$ 408,536 | \$ (1,131) | -0.28% |
| Communication/Postage/Freight | \$ 40,200 | \$ 26,800 | \$ 18,249 | \$ (8,551) | -31.91% |
| Office/Lab/Janitorial Supplies | \$ 84,595 | \$ 56,397 | \$ 49,917 | \$ (6,480) | -11.49% |
| Insurance | \$ 75,000 | \$ 50,000 | \$ 75,660 | \$ 25,660 | 51.32% |
| Lease/Rental Equipment | \$ 11,000 | \$ 7,333 | \$ 4,255 | \$ (3,078) | -41.97% |
| Travel/Training/Dues | \$ 67,000 | \$ 44,667 | \$ 36,476 | \$ (8,191) | -18.34% |
| Safety/Uniforms | \$ 54,000 | \$ 36,000 | \$ 44,206 | \$ 8,206 | 22.79% |
| Chemicals/Sludge Disposal | \$ 1,670,905 | \$ 1,113,937 | \$ 800,505 | \$ (313,432) | -28.14% |
| Repair/Maintenance Parts & Supplies/Purchases | \$ 583,000 | \$ 388,667 | \$ 423,394 | \$ 34,727 | 8.93% |
| Total Operating Expenses | \$ 6,909,687 | \$ 4,606,458 | \$ 4,097,766 | \$ (508,692) | -11.04% |
| Operating Suplus/(Deficit) | \$ 2,929,750 | \$ 1,953,167 | \$ 2,517,647 | \$ 564,480 | 28.90% |

Replacement Outlay Budget vs. Actual

| | | | | | |
|---------------------------------|-------------------|-------------------|-------------------|-------------------|----------------|
| Machinery & Equipment | \$ 86,000 | \$ 57,333 | \$ 81,860 | \$ 24,527 | 42.78% |
| Instrumentation | \$ 63,000 | \$ 42,000 | \$ 133,326 | \$ 91,326 | 217.44% |
| SCADA | \$ 28,000 | \$ 18,667 | \$ - | \$ (18,667) | -100.00% |
| Computer Equipment | \$ 50,250 | \$ 33,500 | \$ 8,378 | \$ (25,122) | -74.99% |
| Motor Vehicles | \$ - | \$ - | \$ 19,730 | \$ 19,730 | #DIV/0! |
| Plant Equipment | \$ 15,000 | \$ 10,000 | \$ 51,975 | \$ 41,975 | 419.75% |
| Roof Repairs | \$ - | \$ - | \$ - | \$ - | #DIV/0! |
| Gutter Replacement | \$ - | \$ - | \$ 32,950 | \$ 32,950 | #DIV/0! |
| Fixtures/Furniture | \$ - | \$ - | \$ - | \$ - | #DIV/0! |
| Total Replacement Outlay | \$ 242,250 | \$ 161,500 | \$ 328,218 | \$ 166,718 | 103.23% |

Nutrient Upgrade Budget vs. Actual

| | | | | | |
|----------------------------------|------|------|--------------|--------------|---------|
| Nutrient Upgrade-Engineering | \$ - | \$ - | \$ 856,549 | \$ 856,549 | #DIV/0! |
| Nutrient Upgrade-Equipment | \$ - | \$ - | \$ 3,708,903 | \$ 3,708,903 | #DIV/0! |
| Nutrient Upgrade-Solids Handling | \$ - | \$ - | \$ 508,963 | \$ 508,963 | #DIV/0! |

Other Income/Expense Budget vs. Actual

| | | | | | |
|-------------------------------------|------------|------------|------------|------------|---------|
| Depreciation Expense | \$ - | \$ - | \$ - | \$ - | #DIV/0! |
| Amortization Expense-ROU Asset | \$ - | \$ - | \$ - | \$ - | #DIV/0! |
| Nutrient Credit Purchases (Expense) | \$ 187,500 | \$ 125,000 | \$ 125,000 | \$ - | 0.00% |
| Nutrient Reduction | \$ - | \$ - | \$ - | \$ - | #DIV/0! |
| Interest-Income | \$ - | \$ - | \$ 605,919 | \$ 605,919 | #DIV/0! |
| Leases-GASB87 Interest | \$ - | \$ - | \$ - | \$ - | #DIV/0! |
| Gain/Loss on Disposal | \$ - | \$ - | \$ 5,750 | \$ 5,750 | #DIV/0! |
| Other Income-Other | \$ - | \$ - | \$ - | \$ - | #DIV/0! |
| ARPA Reimbursement | \$ - | \$ - | \$ - | \$ - | #DIV/0! |

**South Central Wastewater Authority
Executive Review
Cash and Debt Highlights
As of February 28, 2025**

| Highlights: SCWWA Cash Positions | | 30-Jun-24 | 28-Feb-25 | Change | Explanation |
|---|--|-------------------------|-------------------------|--------------------------|--|
| Unrestricted Cash & Investments: | | | | | |
| | Petty Cash | \$ 500.00 | \$ 500.00 | \$ - | On-Hand Petty Cash for incidental expenses |
| | Wells Fargo Operating Account | \$ 4,321,815.79 | \$ 3,191,628.06 | \$ (1,130,187.73) | Financial Policy: All incoming O & M charges under service agreement |
| | Wells Fargo Reserve Account | \$ 3,916,414.45 | \$ 3,916,414.45 | \$ - | Financial Policy: 50% of Authority's Annual O & M Budget |
| | Payments In-Transit to LGIP Fund (Performed Quarterly) | \$ (257,940.57) | \$ (574,501.18) | \$ (316,560.61) | Incoming Leachate Revenues-Moved Quarterly to LGIP Account |
| Restricted Cash and Investments: | | | | | |
| | LGIP-ERRF | \$ 2,710,467.97 | \$ 2,710,467.97 | \$ - | Resolution adopted by BOD, January 2018 |
| | LGIP-Capital Improvement Reserve | \$ 13,910,155.00 | \$ 14,303,026.09 | \$ 392,871.09 | Resolution adopted by BOD, January 2018 |
| Total Cash and Investments | | \$ 24,601,412.64 | \$ 23,547,535.39 | \$ (1,053,877.25) | |

Attachment H-1

From: [Melissa Wilkins](#)
To: smithd@colonialheightsva.gov; sadlerc@colonialheightsva.gov; [March Altman](#); [Randall Williams](#); [Jeff Stoke](#); [Frank Haltom \(fhaltom@princegeorgecountyva.gov\)](#); bdrewry@princegeorgecountyva.gov; kmassengill@dinwiddieva.us; ahowerton@dinwiddieva.us; [Dr. Joseph Casey](#); [P. E. George B. Hayes - Chesterfield County \(hayesg@chesterfield.gov\)](#); [Matt Rembold](#); [Todd Flippen](#); jbyerly@petersburg-va.org; sobczakk@chesterfield.gov; [Cosgrove, Deborah](#); [Ramirez, Katherine](#)
Cc: [Robert Wilson](#); [James Gordon](#)
Subject: SCWWA: Reissued FY23 Financial Statements
Date: Tuesday, March 4, 2025 11:02:20 AM
Attachments: [South Central Wastewater Authority - Reissue-2023.pdf](#)

Good morning.

The FY23 financial statements for the South Central Wastewater Authority needed to be reissued due to the switch between the WGIF grant and the ARPA grant as it relates to the Nutrient Reduction Project. Please see the attached reissued FY23 financial statements. Staff will request Board acceptance during the March 20, 2025, Board of Directors meeting. Please let me know if you have any questions.

Best regards,

Melissa Wilkins

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