

“ANNOTATED VERSION”

OF THE

BLUE PLAINS INTERMUNICIPAL AGREEMENT OF 1985

(January 2005)

Prepared by BPTC and COG staff on behalf of:

District of Columbia
DC Water and Sewer Authority
Fairfax County, Virginia
Montgomery County, Maryland
Prince George’s County, Maryland
Washington Suburban Sanitary Commission

***Note:** This document is an electronic version of the original IMA, with the addition of a Table of Contents. The text and tables are verbatim transcripts from the 1985 IMA. However, text surrounded by a solid black border represents consensus language agreed to by the BPRC and BPCAOs, and is NOT part of the original 1985 IMA.*

Annotations for the Title Page

The title page will require some revisions in a new IMA. It might be altered to read "Blue Plains Intermunicipal Agreement of 1985 – 20xx Update and Revision" or perhaps "Blue Plains Intermunicipal Agreement of 20xx." A continuing issue is whether the parties should include only the District of Columbia or only the District of Columbia Water and Sewer Authority or both.

BLUE PLAINS INTERMUNICIPAL AGREEMENT OF 1985

between

District of Columbia
Fairfax County, Virginia
Montgomery County, Maryland
Prince George's County, Maryland
Washington Suburban Sanitary Commission

developed by

Blue Plains Chief Administrative Officers Committee
Blue Plains Regional Committee
Blue Plains Technical Committee

with assistance from

Metropolitan Washington Council of Governments



September, 1985

NOTE: A Table of Contents does not appear in the 1985 IMA but is suggested for any subsequent agreement.

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BLUE PLAINS INTERMUNICIPAL AGREEMENT OF 1985

Annotations for the Preamble

The Preamble section of the 1985 IMA includes 15 "whereas" clauses that spell out the context for the negotiations and signing of the agreement. Much has changed since 1985, however, and several of these clauses are outdated or no longer relevant. A new IMA should delete, revise or add whereas clauses to better reflect current conditions. The key points for a new Preamble are:

- ✓ Include reference to the Chesapeake Bay Program which is becoming dominant in defining water quality management in the tidal Potomac;
- ✓ Recognize the continued need for long-term regional water quality and wastewater planning for the Blue Plains Service area and the region as a whole;
- ✓ Delete historical references to earlier agreements, although any new IMA should refer to the 1985 IMA, and move historical references to earlier agreements into an Appendix;
- ✓ Eliminate outdated references regarding biosolids, including use of the term "sludge;"
- ✓ Recognize the creation of DC-WASA and the continuing responsibility of the BPRC for coordination among the IMA parties (explicitly recognized in the DC-WASA legislation);
- ✓ Retain support for COG's regional water quality planning, monitoring, modeling and evaluation program; and
- ✓ Retain the individual IMA sections in the same order, with some renaming, except for the "Definitions" section – which should be deleted. It is simply a referral to the Glossary, which should be retained. Renumber the remaining sections, such that Statement of Principles becomes Section 1.

PREAMBLE

WHEREAS, the Parties are, and have been, desirous of protecting the fish, wildlife, scenic and recreational qualities of the Potomac River and its tributary navigable waters, pursuant to the Clean Water Act, while providing Wastewater collection and treatment services to the citizens of the District of Columbia, the Counties of Prince George's and Montgomery in the State of Maryland, the Town of Vienna and the Counties of Fairfax and Loudoun in the Commonwealth of Virginia, and to various agencies of the United States Government; and

WHEREAS, the existing institutional arrangements for treatment and transmission capacity allocation and for capital and operating cost allocation are based on a series of agreements dating back to the 1950s; and

WHEREAS, these prior agreements are: the 1954 Agreement between WSSC and the District, the 1959 Agreement between Fairfax County and the District, the Agreements executed in the 1960's between the District and the Users of the Potomac Interceptor, the 1970 Memorandum of Understanding, the 1971 Interim Treatment Agreement, the 1974 Blue Plains Sewage Treatment Plant Agreement as amended, the 1976 Agreement between the District and WSSC, the 1984 Memorandum of Understanding on Blue Plains; and the 1984 Sludge Memorandum of Understanding; and

WHEREAS, by these prior agreements the Parties have documented their collective efforts to progressively and cooperatively expand Blue Plains to meet the needs of the Parties; and

WHEREAS, by these prior agreements the Parties have demonstrated their willingness to share in the environmental and financial burden associated with the demands of regional Wastewater treatment and Sludge Management; and

WHEREAS, these prior agreements have recognized that changing conditions would require further modifications to both flow allocation and cost allocation arrangements; and

WHEREAS, the Blue Plains Feasibility Study has demonstrated that the expansion of Blue Plains to 370 MGD will meet the projected Wastewater treatment needs of the Parties through the year 2010 far more cost-effectively than other possible alternatives; and

WHEREAS, the Blue Plains Co-Disposal Study has identified a cost-effective program for managing the Sludge produced at Blue Plains; and

WHEREAS, the Parties seek to construct and operate the most economical Wastewater treatment and Sludge Management facilities possible and have been continually urged by EPA to prepare this Intermunicipal Agreement as a precondition to receiving construction grants for the upgrading of Blue Plains and related regional Sludge Management facilities; and

WHEREAS, in consideration for treatment of Wastewater at the Blue Plains WWTP, and initial processing of most of the Sludge by the District, the other Parties support the District's desire for Sludge independence and are willing to accept their equitable responsibility for Sludge Management; and

WHEREAS, the Parties desire to establish an equitable arrangement for allocating Capital Costs in proportion to capacity allocation and for allocating operating costs in proportion to flow; and

WHEREAS, the Parties desire to establish a process for Wastewater treatment capacity planning beyond the year 2010; and

WHEREAS, the Parties desire to set up a mechanism for continued cooperation, coordination and communication; and

WHEREAS, the Parties desire to provide for a continuing water quality monitoring and evaluation program; and

WHEREAS, the Parties desire to execute this Intermunicipal Agreement, in connection with expansion of Blue Plains to 370 MGD, which clearly redefines the rights, obligations and responsibilities of the Parties with respect to the use and management of facilities necessary for Wastewater transmission and treatment and for Sludge Management.

NOW THEREFORE BE IT RESOLVED, that the undersigned Parties agree that this Blue Plains Intermunicipal Agreement of 1985, hereinafter referred to as the "Agreement", is entered into for the purposes of: supporting the expansion of the Blue Plains Wastewater Treatment Plant to 370 MGD; allocating the Blue Plains Wastewater treatment capacity in accordance with projected 2010 needs; equitably allocating the Capital Costs of Wastewater treatment and Sludge Management; equitably allocating the Operation and Maintenance Costs; defining the responsibilities of Sludge Management; defining the process of making future planning decisions; providing a mechanism for continuing coordination, cooperation and communication; and supporting a continuing water quality monitoring and evaluation program.

This Agreement consists of the following sections:

Section 1 - Definitions

Section 2 - Statement of Principles

Section 3 - Wastewater Capacity Allocations and Limitations

Section 4 - Wastewater Flow Management

Section 5 - Sludge Management

Section 6 - Cost Allocation

Section 7 - District Wastewater Treatment Requirements Beyond 2010

Section 8 - System Coordination

Section 9 - Water Quality Monitoring and Evaluation Program

Section 10 - Miscellaneous

Glossary

Annotations for Section 1: Definitions

Consensus was reached on a recommendation to eliminate this section altogether as it only served to point the reader to the Glossary.

SECTION 1: DEFINITIONS

Definitions of terms used in this Agreement are contained in the Glossary.

Annotations for Section 2: Statement of Principles

The purpose of the Statement of Principles section is to help in understanding the IMA and assist in its interpretation. Several changes may be warranted in a new IMA. The issues where changes may be warranted are:

Future Capacity – Planning for future capacity needs (beyond the Blue Plains capacity of 370 MGD) is of critical regional importance. Although neither the District nor DC-WASA is under any obligation to expand Blue Plains to meet suburban needs, plant expansion should not be precluded as a matter of principle.

Biosolids Management – A new principle supporting regional responsibility should replace reference to old agreements. The reference to the Montgomery County Composting Facility is no longer needed as it is closed.

DC-WASA – The creation of DC-WASA needs to be recognized. Relative responsibilities between the District and DC-WASA should be clarified.

Regional Coordination - Consideration should be given to adding a principle that addresses coordination among the parties to this agreement, emphasizing regional planning and cooperation

IMA Duration - A new principle is needed that clearly defines the duration of the agreement.

SECTION 2: STATEMENT OF PRINCIPLES

The provisions of this Agreement are based upon the following basic principles:

1. That the 370 MGD annual average Wastewater treatment capacity at Blue Plains shall be allocated among the Users in the proportion that each User's financial participation bears to the Current Value of the completed 370 MGD plant, excluding real property and previous federal grants.
2. That the District shall always possess Wastewater treatment capacity at Blue Plains sufficient to meet its needs and, under certain conditions, has the right to require Blue Plains Users to Offload Wastewater Flows from Blue Plains to other Wastewater treatment plants subject to adequate notification and compensation as provided in this Agreement.
3. That Capital Costs shall be allocated among the Users in proportion to the Wastewater Treatment Capacity Allocation, taking into consideration the historical investment of each User.
4. That all operating, maintenance and overhead costs associated with Wastewater treatment at Blue Plains shall be shared among the Users in proportion to their Actual Flows to Blue Plains.

5. That Sludge processing and disposal shall be provided in accordance with the terms and conditions of those contract(s) awarded pursuant to the District's RFP #0397-AA-23-N-MR, issued May 4, 1984, as amended, for the Utilization and Management of Blue Plains Sludge, and the 1984 Memorandum of Understanding on Sludge Management, until permanent Sludge Management facilities are constructed at Blue Plains.
6. That the District is the NPDES Permit holder for the Blue Plains WWTP and holds title to the physical plant and premises, all real property, personalty, appurtenances, fixtures and other property at the Blue Plains WWTP. While the District will afford the other Parties due opportunity to review and comment on important technical and financial issues, it will continue to exercise its discretion and judgment with regard to operation, maintenance and management of the facility.
7. That the Washington Suburban Sanitary Commission (WSSC) is the permit holder for the Montgomery County Composting Facility and holds title to the physical plant and premises, all real property, personalty, appurtenances, fixtures and other property at the Montgomery County Composting Facility. While the WSSC will afford the other Parties due opportunity to review and comment on important technical and financial issues, it will continue to exercise its sole discretion and judgement with regard to operation, maintenance and management of the facility.
8. That once Blue Plains has been expanded to meet the 370 MGD Wastewater treatment capacity needs of the Users, the District shall have no obligation to provide additional Wastewater treatment capacity for the Suburban Users.
9. That it is recognized by all Parties that increasing the Blue Plains Wastewater treatment capacity to 370 MGD will not be adequate to serve all future flows from the Users' areas presently served and that the Parties must begin planning to provide adequate treatment facilities for future flows at sites other than Blue Plains.

Annotations for Section 3: Wastewater Capacity Allocations and Limitations

By consensus, several areas in this section need to be updated to reflect important changes since 1985. These are:

- **Reference to pre-370 MGD Conditions** – There is no longer a need to refer to pre-370 MGD conditions. This affects some of the wording in § 3.A.1 and means that the Interim Treatment section and Appendix 3C should be deleted.
- **Anacostia Force Main** - § 3.B.6 should be deleted as the Anacostia Force Main has been placed into service.
- **Allocation of 370 MGD** – The table in § 3.A should be updated to reflect the 1998 agreement with Loudoun County Sanitation Authority which further allocated the Potomac Interceptor Reserve capacity.

Transmission Capacity Allocation Covered in Appendix 3A – Within the limits imposed by actual available capacity, a new IMA should allow for expeditious reallocation or addition of transmission capacity for those major pipelines listed in Appendix 3A. Consideration should be given to a modification of Appendix 3A to allow the BPRC to reallocate transmission capacity under certain defined conditions.

SECTION 3 - WASTEWATER CAPACITY ALLOCATIONS AND LIMITATIONS

A. BLUE PLAINS

1. The allocation of the Blue Plains annual average Wastewater treatment capacity at 370 MGD shall be as shown in the following table. This allocation shall go into effect upon the Availability of 370 MGD and shall remain in effect until December 31, 2010. Use of this capacity by any User, however, shall be dependent on that User’s financial contribution for its share of the cost of constructing all elements of the Blue Plains Facilities in accordance with the provisions of Section 6.

ALLOCATION OF 370 MGD ANNUAL AVERAGE BLUE PLAINS
 WASTEWATER TREATMENT CAPACITY

<u>USER</u>	<u>CAPACITY</u>
District	
Reserved for the District:	148.0 MGD
Reserved for Potomac Interceptor flow:	10.0 MGD ¹
	158.0 MGD
District Total:	158.0 MGD
Other Potomac Interceptor Users:	11.4 MGD ²
WSSC:	169.6 MGD
Fairfax County:	31.0 MGD
	370.0 MGD
Total:	370.0 MGD

¹ This capacity, under the administration of the District, is reserved for future allocation to accommodate Wastewater Flows from PI Users to meet demonstrated needs.

² This capacity is allocated for the exclusive use of the Other PI Users.

B. PIPELINES AND APPURTENANCES

1. Subject to the conditions imposed within this Agreement and any others which might be imposed by the Parties at the time, additional interconnections between the Users' sewerage systems shall be allowed.
2. No User will be required to accept flow into its sewerage system if that flow exceeds the sending User's Peak Transmission Capacity Limitation in those facilities (exclusive of lateral branches) used to transport this flow.
3. Every connection of a sewer of one User to the sewerage system of another shall be made only upon the basis of written prior approval of the Engineer of the User to whom the connection is being made.
4. Except for the District, each User's Annual Average Wastewater Transmission Capacity Limitation and Peak Wastewater Transmission Capacity Limitation at its metered point of connection to the sewers operated by the District shall be as set forth in Appendix 3A.
5. The District's Annual Average Wastewater Transmission Capacity Limitation and Peak Wastewater Transmission Capacity Limitation at its metered points of connection to the sewers operated by the WSSC shall be as set forth in Appendix 3B.
6. The extension of the WSSC's Anacostia Force Main (Project 89 Sewer) and its connection to the District's sewerage system will be required to permit the delivery of the projected Wastewater flow from the Anacostia basin to Blue Plains for treatment. The completion of the Anacostia Force Main shall be in accordance with the terms of the Anacostia Force Main Agreement.
7. In construction and in promulgating and enforcing regulations governing the use of its sewers and sewerage systems, each User shall take all reasonable precautions to exclude surface water, rain water and groundwater.
8. The Users shall adopt, implement and enforce Pretreatment Programs approved by EPA. The Pretreatment Programs shall comply with federally imposed discharge limitations, prohibitions, and controls. The Users shall set standards to match or exceed any standards specifically required by the District to protect its collection and treatment system. The Users shall conduct actual on-site inspections and shall obtain samples and maintain proper documentation necessary to verify compliance with the Pretreatment Program by the nonresidential customers discharging into the District sewerage system and shall provide access to the records by the District staff. Each User shall provide other Users reasonable access to all records required by federal, state, and local regulations for each existing and future nonresidential customer discharging to the sewerage system tributary to Blue Plains. The District shall have the right to conduct sampling of the WSSC and Fairfax sewerage systems tributary to Blue Plains to ensure compliance with the provisions of these programs. In the event of discovery of a case of noncompliance, the User in whose system the problem occurred shall compensate the District for the cost of sampling to identify the problem.
9. In the event that a User shares its Treatment Capacity Allocation with any other political entity, sanitary agency, district or authority not a Party to this Agreement, that User shall, as a condition precedent to the acceptance of such other Wastewater flows, stipulate and require of said political entity, sanitary agency, district or authority, as the case may be, the full observance and enforcement of the provisions in Sections 3B7 and 3B8 hereof.

C. INTERIM TREATMENT

1. Until the Availability of 370 MGD, the allocation of the existing Blue Plains 309 MGD treatment capacity shall be as shown in Appendix 3C.

APPENDIX 3A

WSSC and Fairfax County Annual Average Wastewater Transmission Capacity Limitations and Peak Wastewater Transmission Capacity Limitations at Metered Points of Connection to the District's Wastewater Transmission System

<u>Pipeline or Appurtenance</u>	<u>Annual Average/Peak Wastewater Transmission Capacity Limitation in MGD¹</u>	
	<u>WSSC</u>	<u>Fairfax</u>
Potomac Interceptor Sewer-Horsepen Run A1		4.0/9.2
Potomac Interceptor Sewer-Horsepen Run A2		1.1/2.1
Potomac Interceptor Sewer-Horsepen Run A3		0.9/2.3
Potomac Interceptor Sewer-Sugarland Run		4.0/12.0
Potomac Interceptor Sewer-Seneca Creek/ Muddy Branch	15.5/40.3	
Potomac Interceptor Sewer-Watts Branch	4.5/14.2	
Potomac Interceptor Sewer-Difficult Run ²		8.7/22.5
Potomac Interceptor Sewer-Scott Run		2.9/9.4
Potomac Interceptor Sewer-Rock Run	0.9/3.7	
Potomac Interceptor Sewer-Cabin John Creek	0.7/25.0 ³	
Potomac Interceptor Relief Sewer within the District Pimmit Run		9.4/23.6
Upper Potomac Interceptor Sewer	10.3/23.3	
Little Falls Trunk Sewer	7.6/20.8	
Rock Creek Main Interceptor ⁴ and Relief	33.5/56.6	
Anacostia Force Main & Project 89 ⁵	83.2/185.0	
Watts Branch Interceptor (Prince George's County)	1.3/5.9	
Upper Oxon Run Trunk Sewer	6.1/15.6	
Barnaby Branch	2.8/8.4	
Owens Road	1.7/5.5	
Indian Head Highway	1.5/5.3	
Total Wastewater Capacity Allocation	169.6 ⁶	31.0 ⁶

¹ In each case the controlling limit shall be the Peak Transmission Capacity Limitation. With prior notification, a User's Annual Average Flow and peak flow may exceed the Annual Average Transmission Capacity Limitation and Peak Transmission Capacity Limitation as long as:

- (a) the User's actual plus Committed Flow does not exceed its Treatment Capacity Allocation;
- (b) capacity is available in the transmission system between the point of connection and Blue Plains to accommodate the associated peak flow; and
- (c) any increase in Annual Average Flow affected by planned storage of flows shall be subject to prior agreement of the Engineers of the Users involved.

² Excludes the flow from the Town of Vienna, Va.

³ This interconnection is used to divert peak flows to the Potomac Interceptor to prevent overloading of the Upper Potomac Interceptor Sewer. Thus the peak flow rate limitation through this connection is not proportional to the Annual Average Flow.

⁴ Includes a pumpover flow of 4.2 MGD from the Potomac Interceptor service area and that portion of Silver Spring Md. which enters the Rock Creek Main Interceptor Sewer within the District.

⁵ The 185.0 MGD peak flow limit is contingent upon completion of the Anacostia Force Main.

⁶ A User may exceed its total Treatment Capacity Allocation in Blue Plains if:

- (a) the excess flow is in the Potomac Interceptor;
- (b) the total capacity identified for Potomac Interceptor flow from all Users (63.4 MGD) has not been exceeded;
- (c) the District is provided with advance notice and evidence of a demonstrated need; and
- (d) rental or Capital Costs, as appropriate, are paid.

APPENDIX 3B

District Annual Average Wastewater Transmission Capacity Limitations and Peak Wastewater Transmission Capacity Limitations at Points of Connection to WSSC Wastewater Transmission System¹

<u>Flows Proposed to be Metered</u>	<u>Drainage Area</u>	<u>Annual Average/Peak Wastewater Transmission Capacity Limitation (MGD)</u>
@ Point M-Kennedy St.	Anacostia River	0.7/4.4
@ Point S-Fort Dupont St.	Oxon Run	0.4/3.0
@ Point W-30th St.	Oxon Run	0.7/4.8

¹ Upon agreement of the Engineers of the District and WSSC, changes may be made to the limitations shown in this Appendix, provided the capacity is available in the WSSC transmission system to accommodate the associated peak flow.

APPENDIX 3C

Interim Allocation of the Existing Blue Plains 309 MGD Annual Average Wastewater Treatment Capacity

District	135.000 MGD
Washington Suburban Sanitary Commission	153.294
Fairfax County	16.026
Loudoun County Sanitation Authority	3.208
Town of Vienna	0.953
Dulles Airport	0.423
Naval Ship R & D	0.085
National Park Service	0.011
TOTAL	309.000 MGD

Annotations for Section 4: Wastewater Flow Management

District vs. DC-WASA - “DC-WASA” should be generally substituted for “District” throughout the section as the section addresses flow management in recognition of DC-WASA’s operating mission.

Calculation of District Wastewater Flow – The basis for calculating DC-WASA flows and its role in flow management need to be reviewed.

SECTION 4: WASTEWATER FLOW MANAGEMENT

A. Wastewater Flow Measurement

1. For each sewer that has, or is expected to have, a discharge of 60,000 GPD or greater which discharges from a sewer of one User into a sewer of another User, the User(s) of such sewer(s) shall provide and install Wastewater Flow meters of the maximum practicable accuracy, at its own expense. The Users directly involved shall mutually approve all such meter installations, designate who shall read, test, operate and maintain all such meters and shall determine the methods and procedures to be followed. The Users may jointly read, test and inspect such meters at reasonable times at the request of any Party.
2. The total Wastewater Flow entering Blue Plains as well as Intraplant Flows shall be metered in such a manner as to facilitate implementation of this Agreement. The District shall provide, operate and maintain adequate metering to ensure this capability. The Users may jointly read, test and inspect such meters at reasonable times at the request of any Party.
3. In case a Wastewater Flow meter fails to function for any reason, the meter shall be repaired as expeditiously as possible. Wastewater Flow for the period of such failure shall be deemed to be equal to the flow during the most recent equivalent period that the meter was in satisfactory operation. If there is no such corresponding period, the flow shall be determined or estimated in such a manner as shall be agreed upon by the Users.
4. For each sewer that has, or is expected to have, a discharge of less than 60,000 GPD which discharges from a sewer of one User into a sewer of another User, the Total Annual Estimated Wastewater Flow shall be calculated based upon the number of Wastewater units connected to or discharging into such sewer. A Wastewater unit shall equate to an annual discharge of 125,000 gallons. Each service connection shall be counted as one or more Wastewater units depending upon the use of the premises served through such connections as follows:
 - a. Each single family dwelling unit, whether detached or attached, shall constitute one (1) Wastewater unit;
 - b. Each apartment unit shall constitute one-half (0.5) of a Wastewater unit;
 - c. Wastewater units for premises used for other than residential purposes shall be determined by multiplying the annual water consumption by one and one-half (1.5) and dividing by 125,000 gallons.

B. Control of Wastewater Flows

1. The sum of a User’s Actual Flow plus Committed Flow shall at no time exceed its Treatment Capacity Allocation as set forth in Section 3.
2. The monthly computation of each User’s Actual Flow shall include both its metered and unmetered flow entering the District’s sewer system.
3. The District’s Actual Flow shall be calculated in accordance with Appendix 4A.

4. If the sum of any User's Actual Flow plus Committed Flow for any reason exceeds that User's Treatment Capacity Allocation, that User shall immediately stop making any further commitments for hookups, connections and extensions to its sewerage system tributary to Blue Plains until three (3) consecutive months have passed during which the sum of the User's Actual Flow plus Committed Flow shall not have exceeded its Treatment Capacity Allocation. The sole exceptions to this prohibition shall be:
 - a. To eliminate an alternative method of Wastewater disposal which has been certified by a duly constituted health officer in the affected User's service area or his designated local representative to constitute a public health hazard. This certification shall be on a parcel by parcel basis;
 - b. For public service buildings, which include schools, hospitals, nursing homes, medical and dental clinics, churches and synagogues and structures used by public agencies in providing essential services for public health and welfare.

C. Wastewater Flow Reporting

1. No later than fifteen (15) days after the end of each month, each User shall prepare and send to the District a report on the status of its Wastewater Flows and commitments. The District shall compile these reports into a single report and distribute this report to the Parties no later than thirty (30) days after the end of the month. The District shall also prepare an annual summary report for each calendar year and distribute this report to the Parties no later than February 15th of the following year.
2. Each User's report shall include at least the following information:
 - a. The measured average flow and peak flow rate during the month of the report for each metered point of connection between two (2) Users' Wastewater transmission systems;
 - b. The measured Annual Average Flow and the peak flow rate for each metered point of connection between two (2) Users' Wastewater transmission systems for the twelve (12) month period ending with the month for which the report is prepared;
 - c. The estimated Annual Average Flow for the unmetered points of connection between the two (2) Users' Wastewater transmission systems, and the method used to estimate the annual average;
 - d. The total average daily flow (i.e. the sum of all metered and unmetered flows) during the month for which the report is prepared;
 - e. The total rainfall, as measured at Washington National Airport, during the twelve (12) months ending with the month for which the report is prepared;
 - f. The Highest Rolling Annual Average Flow during the twelve (12) months ending with the month for which the report is prepared;
 - g. Actual Flow reported for the month for which the report is prepared; and
 - h. Committed Flow reported for the month for which the report is prepared.
3. The District's report shall include flow data at Blue Plains, including total flow through the plant, peak flow through complete treatment, total flow discharged through Outfall 001, the portion of the flow discharged through Outfall 001 occurring when the flow through complete treatment is equal to or greater than two (2) times the Dry Weather Flow.

APPENDIX 4A

Calculation of District Wastewater Flow

From the effective date of this Agreement until Dec. 31, 1995, the District's Wastewater Flow shall be calculated for purposes of flow management within the context of Section 4 of this Agreement as follows: A base sanitary flow of 133.300 MGD is established as of April 1, 1985. To the base flow shall be added an amount equal to 240 GPD per unit for each multi-family and detached residential unit of new construction; 25 GPD per employee per 250 and 300 square feet of new construction for office and retail units, respectively; and deductions in like amounts for razings in each category. Adjustment to these rates of flow per unit or employee shall be made to account for (1) water conservation measures as they are incorporated into the District's system by legislation or any other appropriate means and (2) changes in household sizes and employee and retail space allowances. Documentation will be provided in the monthly flow reports. Conversions from multi-family units to less dense units, for example, from a four (4) apartment unit to a two (2) apartment unit, shall likewise result in a reduction of Wastewater Flow of 240 GPD per unit. In addition, any reduction in infiltration flow due to abatement shall be deducted from the District's Wastewater flow as calculated. Documentation of infiltration reduction shall be provided by the District to the Suburban Users prior to effecting the deduction in the Wastewater Flow.

Commencing January 1, 1996 the District's Wastewater Flow for the purposes of flow management within the context of Section 4 of this Agreement shall be the total flow to Blue Plains less flows reported by the Suburban Users and the Other Potomac Interceptor Users less any partially treated flow discharged through Outfall 001 when the flow through complete treatment equals or exceeds two (2) times the Dry Weather Flow. The Parties recognize that a portion of the District's total flow to Blue Plains is stormwater flow from its combined sewer area.

Annotations for Section 5: Sludge Management

This section requires major revisions. Biosolids management has changed substantially since the IMA was signed in 1985. Many of the changes reflect the results of two key efforts. The BPRC's Blue Plains Biosolids Management Study completed in 1996 laid out the conceptual framework. The subsequent Blue Plains Biosolids Management Plan, conducted by DC-WASA with participation and endorsement by all Users, was completed in 1999 and accepted by the DC-WASA Board of Directors.

Biosolids vs. Sludge - The term "biosolids" should be substituted for the term "sludge" throughout a new IMA as appropriate.

Reference to Management Technologies - A new IMA should not refer to particular management technologies that are no longer part of the program or program planning, since such a reference could limit program flexibility. Accordingly, it is appropriate to delete portions of Section 5.A relating to contracts awarded previously; all of Section 5.B, Montgomery County Composting Facility; Section 5.C, Blue Plains Composting Facility, Dewatering facilities, and Digester Rehabilitation; and Section 5.D, Future Blue Plains Sludge Disposal Facility. The following appendices should also be deleted: 5A, Schedule for Sludge Handling Facility Improvements; 5B, Schedule for Improvements to the Montgomery County Composting facility; and 5C, Product Standards for Marketable Quality Sewage Sludge Compost.

1984 MOU - Despite its age, various elements of the 1984 Sludge MOU remain relevant. Any such elements could be incorporated directly into a new IMA. This would affect Section 5.A, Interim Sludge Disposal.

Residuals management – A new IMA should reflect the collective responsibility for managing biosolids. Whether a new IMA should include reference to specific amounts of biosolids for WSSC to manage needs to be resolved.

Operational contingencies and backup provisions – The IMA should provide for emergency situations, consistent with a common understanding of the responsibilities of all the parties. However, the text in Section 5.C, Operational Contingencies and Back-up Provisions is dated in some areas. In particular, the quantities relating to responsibilities may not reflect current production levels and dewatering technologies. Further, reference to incinerator facilities is no longer appropriate.

SECTION 5: SLUDGE MANAGEMENT

A. Interim Sludge Disposal

1. All Sludges produced at Blue Plains shall be processed and disposed of under the terms and conditions of the contracts awarded pursuant to the District's RFP #0397-AA-23-N-4-MR issued May 4, 1984, as amended, and the 1984 Sludge MOU on Sludge disposal through the effective date of termination of the 1984 Sludge MOU or any extensions thereof.

B. Montgomery County Composting Facility

1. Beginning on the date of execution of this Agreement and continuing for as long as this Agreement is in effect, the WSSC, on behalf of Montgomery County, shall be responsible for the disposal of 80 DTPD of Sludge from the Blue Plains WWTP which shall be managed at the MCCF, land applied or otherwise managed and disposed of by WSSC to minimize cost and community and environmental impacts.
2. Given constraints at the MCCF which place a limit on the wet tonnage per day that can be accepted, the dry tonnage amount will be adjusted proportionately for Sludge with a solids content other than twenty percent (20%) and as operating permits and conditions allow.

3. Until such time as the facilities expressly installed to dewater the Sludges to be handled at the MCCF are installed and in operation at Blue Plains, the Sludges removed from Blue Plains for management at the MCCF will have an average total solids content of eighteen percent (18%) over any fourteen (14) day period with a minimum day solids content of fifteen percent (15%).
4. Beginning at such time as the improvements to the Sludge Management facilities at Blue Plains and the MCCF identified in Appendices 5A and 5B are completed, the minimum solids content of any Sludges removed from Blue Plains for management at the MCCF will be twenty percent (20%).

C. Blue Plains Composting Facility, Dewatering Facilities, and Digester Rehabilitation

1. The District shall design and construct dewatering facilities to accommodate all Sludge produced at Blue Plains, and shall rehabilitate the digesters, both in accordance with the schedule in Appendix 5A. The dewatering facilities shall be designed, constructed and operated to produce a Sludge at twenty percent (20%) to forty percent (40%) solids content.
2. The District shall design and construct an enclosed and mechanized compost facility to process the equivalent of 114 DTPD of Sludge at Blue Plains, at twenty percent (20%) to forty percent (40%) solids, in accordance with the schedule in Appendix 5A.
3. Sludge dewatering facilities shall be designed and operated to minimize Sludge disposal costs by producing as high a solids content as can be reasonably accommodated by the current and planned Sludge Management facilities.

D. Future Blue Plains Sludge Disposal Facility

1. The District shall, consistent with Section 5D2, design and construct a Sludge incineration facility at the Blue Plains WWTP to incinerate the equivalent of 240 DTPD of Sludge.
2. Design, construction and operation of the Sludge incineration facility is contingent upon receiving approval of the project from EPA and upon acquiring the necessary environmental permits.
3. The Parties shall assist and cooperate with EPA in the preparation of an EIS relative to the construction and operation of a Sludge incineration facility at the Blue Plains WWTP.
4. If required to provide Air Emission Offsets by federal, state or local authorities, the Parties to this Agreement shall attempt to provide Air Emission Offsets for any Non-attainment Air Pollutants, with the exception of carbon monoxide, in proportion to each User's share of DTPD of Sludge disposed of at the Blue Plains incinerator. Details of the offsets and plans to achieve them shall be addressed in the EIS for the Sludge incinerator and through the National Capital Interstate Air Quality Planning Committee of the Metropolitan Washington Council of Governments.
5. In the event EPA does not approve the design and construction of a Sludge incineration facility, or in the event the necessary environmental permits cannot be obtained to operate the Sludge incineration facility, the District shall design and construct alternative Sludge disposal facilities at Blue Plains to process and dispose of as much Sludge as is possible in light of existing and future site constraints.
6. In recognition of the fact that the Permanent Sludge Management Facilities at Blue Plains will not be operational by September 30, 1989, the Parties agree to extend the 1984 Sludge MOU through June 30, 1991. The District will take all reasonable steps to ensure that each of the facilities is on schedule as defined in Appendix 5A.

E. Residuals Management

1. The Marketing, Distribution and Sale of all compost produced at the MCCF and the permanent composting facility at Blue Plains shall be the responsibility of the WSSC. The District and the WSSC shall be responsible for producing a marketable quality composted Wastewater Sludge product, meeting all standards set forth in Appendix 5C. Product standards are subject to change by written agreement of the Engineers of the District and WSSC.
2. The WSSC shall be responsible for removing from the permanent composting facility at Blue Plains the equivalent of 114 DTPD of Sludge as cured Sludge compost for storage, marketing, distribution and sale provided the compost product meets the standards defined in Appendix 5C. The removal schedule negotiated by WSSC and the District shall reflect the limited storage capacity at Blue Plains. The District shall not restrict wholesale distribution of compost from Blue Plains via vehicles with capacities of ten (10) or more cubic yards.
3. The District shall be responsible for preparing, negotiating and managing all contracts and agreements related to the sale or use of fuels, steam or electricity produced at Blue Plains. The revenues therefrom shall be applied as set forth in Section 6D4.
4. Ash, Screenings, and Grit from Blue Plains and screenings from the Potomac Pumping Station, shall be disposed of at the I-95 Landfill in Lorton, Virginia.

F. Operational Contingencies and Back-up Provisions

1. Notwithstanding the fact that the processing or disposal facilities administered by WSSC on behalf of Montgomery County and Prince George's County under the provisions of Sections 5B1 and 5E2 may cease operations for any reason, these Parties, through the WSSC, nevertheless shall continue to transport and dispose of the quantities of Blue Plains Sludge specified in said Sections 5B1 and 5E2.
2. If any of the Sludge processing and/or disposal facilities are inoperable for other than Normal Repair and Maintenance or abandonment as provided in Section 6H, the WSSC, in conjunction with Montgomery, Prince George's and Fairfax Counties, will be responsible for removing from the Blue Plains Facilities and storing and/or disposing of up to 240 DTPD of Sludge for a period of 120 days, or until a mutually agreeable contingency plan is approved and implemented by all of the Parties to this Agreement, or until the on-site processing and/or disposal facilities are returned to full operation, whichever comes first. The WSSC, in conjunction with Montgomery, Prince George's and Fairfax Counties, shall secure the necessary facilities and/or contracts to coincide with the start-up of incinerators to provide the emergency Sludge disposal services described in this section. These emergency Sludge disposal facilities shall be available for use within three (3) days after notification by the User of its need.
3. The Parties also agree to convene the BPRC to develop a contingency plan to address Sludge disposal in the event that the on-site Sludge processing and/or disposal facilities at the Blue Plains WWTP are inoperable for other than Normal Repair and Maintenance for a period longer than 120 days. The contingency plan must address all anticipated problems, including the development of alternative contracts for Sludge disposal services or the construction of new facilities. The contingency plan developed by the BPRC will recognize the requirements for all Parties to participate in the actions necessary to process and dispose of the residuals from the treatment process.

APPENDIX 5A

Schedule for Sludge Handling Facility Improvements

1. The dewatering facilities, the digester rehabilitation, and the enclosed mechanized compost facility at Blue Plains shall be designed and constructed as outlined below. (The compost facility shall be implemented in phases to allow pilot testing of the technology prior to full implementation.)

	FACILITY DESIGN ¹	FACILITY CONSTRUCTION ²	FACILITY ACCEPTANCE ³
PHASE I: Degritting/Rehab. Digesters	2/85-12/85	1/86-12/87	1/88-6/88
PHASE II: Compost Units Segment 1	6/85-9/86	1/87-6/89	7/89-7/90
PHASE III: Compost Units Segment 2	6/85-9/86	1/90-7/91	8/91-12/91

2. The schedule for implementing the proposed Sludge high solids dewatering and incineration facility at Blue Plains shall be as follows:

Complete EIS and Public hearing	3/87
Design	6/87-6/88
Environmental Permits	6/87-1/89
Construction	1/89-1/91
Start-up	1/91
Shakedown, Testing, and Final Acceptance by the District	1/91-1/92

¹ Constitutes a biddable set of plans and specifications.

² Includes bid time, contract processing and execution, and conclusion of construction.

³ Includes shakedown, performance testing, and final acceptance for operation by the District.

APPENDIX 5B

Schedule for Improvements to the Montgomery County Composting Facility

	<u>Facility</u> <u>Design</u>	<u>Facility</u> <u>Construction</u>	<u>Facility</u> <u>Acceptance</u>
Mechanical Mixing System	6/85-3/86	6/86-6/87	9/87

Completion Schedule for Studies which will determine future improvements:

	<u>Completion Date</u>
Odor Abatement Study	8/85
Enclosure Study	8/85
Moisture Control/Roof Design	8/85

Further site improvements will be decided upon and an improvements schedule developed by the WSSC at the completion of these studies.

APPENDIX 5C

Product Standards for Marketable Quality Sewage Sludge Compost

1. Sewage Sludge Compost must meet all standards and criteria identified below to be deemed a marketable quality composted Wastewater Sludge.

a. Maryland DHMH permit requirements to distribute Wastewater Sludge compost as follows:

- (1) Laboratory reports and other technical data must be provided which demonstrate that the compost meets all of the requirements of the DHMH's guidelines for the destruction of primary pathogens and heavy metal limitations.
- (2) Sludge must remain in the compost pile for 21 days. The temperature throughout the pile must exceed 55°C for a minimum of three (3) consecutive days.
- (3) The compost must be cured for a minimum of 30 days.
- (4) The finished compost must meet the following quality limits:

	<u>LESS THAN</u>
NITROGEN	1.5%
PHOSPHORUS	2.0%
IRON	10.0%
POTASSIUM	0.2%
ZINC	1,250 PPM
COPPER	500 PPM
CADMIUM	12.5 PPM
NICKEL	200 PPM
LEAD	500 PPM
MERCURY	5 PPM
CHLORINATED HYDROCARBONS (INCLUDES) LINDANE ENDRIN TOXAPHENE METHOXYCHLOR 2,4-D 2,4,5-T PCB's	5 PPM

- (5) The cadmium to zinc ratio must be less than one and one-half percent (1.5%) alkalinity must be greater than ten percent (10%) as calcium carbonate.

b. MES standards to insure product quality and uniformity as follows:

- (1) The finished compost must meet the requirements for stability as determined by USDA's Biological Activity Test.
- (2) Moisture content cannot exceed fifty percent (50%).
- (3) The particle size cannot exceed one-half inch (1/2") as determined by a sieve test.
- (4) The finished compost must be free of malodors.

Annotations for Section 6: Cost Allocation

Outdated provisions – Several paragraphs (§ 6.A.2, 6.A.3, 6.A.4, 6.A.5, 6.A.6, 6.B.2 and 6.B.3) are out-of-date and should be eliminated in a new IMA. Also, Appendix 6A should be eliminated.

References to the Montgomery County Composting Facility and the I-95 Landfill in Lorton, VA should be removed as both are closed.

New issues – Several new cost-related issues need attention. They are either not included or not clear in the 1985 IMA and perhaps can only be resolved through negotiation. Among the issues of concern are:

- ✓ Sharing equitably the risks and benefits of using Blue Plains;
- ✓ Clarifying equity (i.e., ownership vs. purchased right to capacity) in regional facilities;
- ✓ Recognition of prior investments;
- ✓ Basing some portion of treatment costs on wastewater strength; and
- ✓ Establishing a reserve fund with participation by all Users for joint use operations and maintenance contingencies.

Rental – The suburban Users have expressed concern about District annual average flow to Blue Plains in excess of the District's allocation. The suburban view is that the District is, in fact, using capacity paid for by the suburban Users and that they (the suburban Users) should be compensated for this capacity. This compensation was proposed to be in the form of a negotiated rental payment to the suburban Users(s) that had paid the capital costs for this capacity. In response, the District observed that such a rental provision might have been reasonable to include in the IMA, but that in their view the IMA makes no such provision. The District agreed that a rental provision could be given appropriate consideration in future negotiations. In addition, the District suggested that there may be a need to reallocate Blue Plains' capacity, potentially through either rental or a buy back. This issue (rental) was not resolved and the suburban Users indicated their desire to address this further with the District.

SECTION 6: COST ALLOCATION

A. CAPITAL COSTS - BLUE PLAINS FACILITIES

1. The Capital Costs for the completed Blue Plains Facilities shall be shared such that the Blue Plains Current Value per unit of treatment capacity provided shall be the same for all Users.
2. The financial investment of each User required to upgrade and expand Blue Plains to a capacity of 370 MGD and to manage the Sludge from Blue Plains shall be the sum of an equity payment plus payment for Capital Costs incurred for Blue Plains Facilities after September 30, 1983. Each User's equity payment shall be the Blue Plains Current Value for all Capital Costs incurred prior to October 1, 1983, multiplied by the User's Treatment Capacity Allocation divided by the total Blue Plains Treatment Capacity Allocation minus the Current Value of Previous Investments of that User. Each User's share of Capital Costs for those projects for which a design or construction contract has been or is executed after September 30, 1983 shall be in the same ratio as the 370 MGD Treatment Capacity Allocation at Blue Plains. A sample calculation is presented in Appendix 6A.
3. The exact amount of each User's equity payment is not known at this time but will be determined by a jointly selected consultant. The consultant will verify and/or determine the Blue Plains Current Value of the Blue Plains Facilities as well as the Current Value of Previous Investments for each User, including the Potomac Interceptor Users. This study is to commence on January 1, 1986, and be completed by September 30, 1986.

4. The equity payments referred to in Sections 6A2 and 6A3 above shall be due as follows: one-half (1/2) upon execution of the construction contract for the additional sedimentation basins and the remaining one-half (1/2) upon the Availability of 370 MGD.
5. It is recognized that Capital Costs for Blue Plains Facilities incurred after Sept. 30, 1983, and prior to the effective date of this Agreement have been shared in ratios inconsistent with this Agreement. The consultant effort specified in Section 6A3 above shall also determine for each User the amount of the payments made for Capital Costs so shared, and the amount that would have been paid had these Capital Costs been shared in accordance with Section 6A2 above. The difference in these amounts shall be paid as appropriate. The amounts shall be due on January 1, 1987, and notwithstanding the provisions of Section 6C1, if not paid within 30 days thereafter shall accrue interest, from that date until paid, at the Federal Reserve Bank Discount Rate in effect on the date the bill is due.
6. The costs for construction, installation or expansion of any facilities which are built by WSSC to manage residuals from Blue Plains shall be borne by the Users. The Users' financial participation shall be in the same ratio as the 370 MGD Treatment Capacity Allocation.
7. The costs for construction, installation or expansion of any facilities which are built by Fairfax County to manage the residuals from Blue Plains shall be borne by the Users. The Users' financial participation shall be in the same ratio as the 370 MGD Treatment Capacity Allocation.
8. No User shall be obligated to commence construction or installation of any additional Wastewater treatment or Sludge Management facilities until: (1) the other Users have made their share of the cost available to the constructing User or have otherwise satisfied the constructing User that funds will be available as expended, and (2) the constructing User has available sufficient funds (including funds which the other Users have made available or will make available as expended) to pay all estimated costs of such facility.

B. CAPITAL COSTS - PIPELINES AND APPURTENANCES

1. Upon agreement of the Engineers of the Users directly involved regarding the need, location, size, allocation of capacity, and allocation of cost for new or expanded transmission facilities, such facilities shall be constructed as promptly as practicable.
2. Upon the Availability of 370 MGD at Blue Plains, the WSSC shall remit to the District 21.6/65.3 of the cost of pipelines and appurtenances constructed by the District for the Potomac Interceptor Users and which were in service or under construction as of September 30, 1983, less previous WSSC payments for the construction of these facilities. The independent consultant selected by the Parties to audit and update estimates of the Blue Plains Current Value will determine this cost and the payment required for WSSC to purchase a 21.6/65.3 share of the Potomac Interceptor Sewer.
3. Upon the Availability of 370 MGD at Blue Plains, Fairfax County shall remit to the District 20.3/65.3 of the cost of pipelines and appurtenances constructed by the District for the Potomac Interceptor Users and which were in service or under construction as of September 30, 1983, less previous Fairfax County payments for construction of these facilities. The independent consultant selected by the Parties to audit and update estimates of the Blue Plains Current Value will determine this cost and the payment required for Fairfax County to purchase a 20.3/65.3 share of the Potomac Interceptor.
4. No User shall be obligated to commence construction or installation of any additional pipelines and appurtenances until: (1) the other Users have made their share of the cost available to the constructing User or have otherwise satisfied the constructing User that funds will be available as expended; and (2) the constructing User has available sufficient funds, including funds which the other Users have made available or will make available as expended, to pay all estimated costs of such facility.

C. CAPITAL COSTS - PAYMENT

1. The Users shall pay each bill rendered pursuant to Sections 6A and 6B within thirty (30) days after receipt of a properly documented bill, by check drawn payable to the order of the Treasurer of the billing User. If payment of a properly documented bill or portion thereof is not made within thirty (30) days of receipt of bill, interest shall be charged at the Federal Reserve Bank Discount Rate in effect on the date the bill is due.
2. Any monies received by one User on behalf of another User shall be reflected in the billing to the other User.
3. Failure to obtain federal and/or state grant funds shall not relieve a User of the obligation to comply fully with the provisions of this Section.
4. The Capital Cost payment procedures specified in Section 6C may be modified as appropriate by mutual consent of the Engineers.

D. OPERATION AND MAINTENANCE COSTS - BLUE PLAINS FACILITIES

1. Each User shall be billed on an annual basis for its proportionate share of the costs incurred in operating and maintaining Blue Plains; the MCCF (including the costs incurred by the WSSC, Montgomery County and Prince George's County in the management and sale of Blue Plains residuals); charges for the disposal of screenings and grit from Blue Plains at the I-95 Landfill at Lorton, Virginia; and for any other facilities which may be added to manage the residuals from Blue Plains. Costs incurred shall include all direct costs and indirect costs.
2. In recognition of the fact that a portion of the District's Wastewater flow receives only primary treatment and disinfection, the cost per MGD for treatment of such flow shall be equal to one-eighth (1/8) of the unit cost per MGD of flow receiving full treatment.
3. Each User's proportion of the annual Blue Plains Facilities Operating and Maintenance Costs shall be its Billing Flow divided by the Total Billing Flow.
4. All revenue earned from the by-products of the Wastewater treatment and Sludge disposal process at the Blue Plains Facilities, such as revenue from methane gas, electricity, and compost, shall be used to offset Blue Plains Facilities expenses.

E. OPERATION AND MAINTENANCE COSTS - PIPELINES AND APPURTENANCES

1. Each User shall be billed on an annual basis for its proportionate share of the cost of operating and maintaining the interceptors (including the Potomac Interceptor) and appurtenances, including Wastewater pumping stations at locations other than Blue Plains; charges for the disposal of screenings from the District's Potomac Wastewater Pumping Station at the I-95 Landfill at Lorton, Virginia; and charges for screen chambers and Wastewater Flow meters operated and maintained by the District.
2. The District shall be billed on an annual basis for its proportionate share of the cost of operating and maintaining the interceptors, Wastewater pumping stations, screen chambers and Wastewater Flow meters operated and maintained by any of the other Users.
3. A User's share of these costs shall be in the same proportion that its total Wastewater Flow through the particular facility bears to the total Wastewater Flow through such facility during the twelve (12) month period for which the calculation is being made.

F. OPERATIONS AND MAINTENANCE AND USER FEES - GENERAL

1. Before October 1 of each year, the District will prepare an estimate of the total costs expected to be incurred during the following year and each User's share of these costs. This estimate will be based upon cost and flow information supplied by all the Users. Each User's estimated share of the total annual cost shall be offset by the estimate of the costs it will incur in operating and maintaining its Blue Plains Facilities or in disposing of Blue Plains residuals.
2. Quarterly payments shall be remitted to the District by each User to cover its share of twenty five percent (25%) of estimated annual Blue Plains Operating and Maintenance Costs and User Fees. Payments are due on the fifteenth (15th) day of the middle month of each quarter. If quarterly payments are not made on time, interest shall be charged at the Federal Reserve Bank's Discount Rate in effect on the due date of the bill.
3. No later than ninety (90) days after the end of each District fiscal year (Sept. 30), the District shall prepare an annual bill for the purpose of adjusting payments made during the year. This bill shall be based upon costs incurred by each Party; such information to be provided to the District by each Party within thirty (30) days after the close of each District fiscal year. Any overpayments or underpayments shall be equally prorated to each quarterly payment date and simple interest calculated from the date the quarterly payment was paid until the overpayment is refunded or the underpayment is paid. The interest rate shall be the Federal Reserve Bank's Discount Rate as of the date of the quarterly payment. Any adjustment shall be paid within sixty (60) days of the rendering of the bill by the District.
4. Each Party shall maintain books, accounts, records, documents and other evidence, employing generally accepted accounting principles and practices sufficient to show properly all direct and indirect costs of whatever nature they claim to have incurred or anticipate to incur. The foregoing records shall be subject at reasonable times to audit, examination, inspection or reproduction by any Party or its duly authorized representative. Upon request a Party shall provide a magnetic tape or other mutually acceptable electronic data processing medium containing all available computerized cost data to support the billing. Records shall be preserved for a period of at least three (3) years from the end of the fiscal year in which payment was made. All cost elements charged to a User may be audited by any Party. These cost elements include, but are not limited to: direct costs, indirect costs and flow data. Any adjustments made to a User's bill as the result of an audit shall also automatically be made, as applicable, to other Users' bills.
5. The procedures outlined in Sections 6D, 6E, and 6F may be modified by mutual consent of the Engineers.
6. The right of any Party to any sum due pursuant to this Agreement shall not be barred by any statute of limitations.

G. RENTAL AND USER FEES

1. The WSSC shall, so long as its Peak Wastewater Transmission Capacity Limitations in the pipelines and appurtenances within the District remain as shown in Appendix 3A, pay annually to the District for its use of District owned facilities the following annual rental fees:

Upper Potomac Interceptor Sewer System	\$3,040 ¹
Rock Creek Main Interceptor Sewer System	\$3,780
Anacostia Main Interceptor Sewer System	\$1,415
Outfall Sewer System	\$16,910

¹ This rental is applicable until the District restores the Upper Potomac Interceptor Sewer through Georgetown, or the WSSC Annual Average Flow from Western Montgomery County, Cabin John, and Little Falls totals 32.2 MGD, whichever occurs first. At that time the rental will become \$5,460 per annum.

2. Should the WSSC Peak Wastewater Transmission Capacity Limitations in any of these systems be changed, the payment to the District under this section shall be changed in the same proportion as the change in peak flow capacity allocation.
3. Should the WSSC Annual Average Flow in the Potomac Interceptor in any calendar year exceed 21.6 MGD, it shall pay to the District a rental for the use of this system for that portion of its flow which is in excess of 21.6 MGD. The rental charge for this flow shall be \$3,900 per annum per MGD for that portion which is in excess of 21.6 MGD.
4. Should the Fairfax County Annual Average Flow in the Potomac Interceptor in any calendar year exceed 20.3 MGD, it shall pay to the District a rental for the use of this system for that portion of its flow which is in excess of 20.3 MGD. The rental charge for this flow shall be \$3,900 per annum per MGD for that portion which is in excess of 20.3 MGD.
5. The WSSC and Fairfax County shall pay to the District an annual User's fee. The initial fee shall be one million five hundred thousand dollars (\$1,500,000) per annum, effective July 1, 1986. The User fee shall be compounded annually by one and one half percent (1.5%). Said User fee shall be shared by WSSC and Fairfax County in proportion to their Annual Average Wastewater Treatment Capacity Allocation at Blue Plains. Payment for this item shall be made quarterly and in accordance with the provisions of Section 6F2. This fee shall be proportionately reduced if the total Treatment Capacity Allocation is reduced.
6. The rental charge for Blue Plains capacity shall be the Blue Plains Then Current Value times the Federal Reserve Bank Discount Rate at the mid-point of the billing year, divided by 370 MGD times the treatment plant capacity (in MGD) being rented.
7. The District will prepare an estimate of the User fees identified in Sections 6G1, 6G3, 6G4, 6G5 and 6G6 prior to the beginning of each District fiscal year and include it in the next billings rendered to the Users in accordance with Section 6F.
8. The rental fees identified in Section 6G may be adjusted by mutual consent of the Engineers of the Users involved.

H. ABANDONMENT OF FACILITIES

1. Should any Party make a management decision (other than as ordered by a state or federal public health agency, a court, or by mutual consent of the Parties) regarding the operation of any facility that has been jointly funded under this Agreement, such that the facility must operate substantially below its design capacity or the facility ceases to operate prior to the end of its design life, that Party shall be deemed to have abandoned the facility. The Party so abandoning a facility shall reimburse the other Users for their contribution to the extent that the facility was underutilized. The amount of reimbursement shall be determined as follows.
 - a. For every year that the facility operated at or above two-thirds (2/3) of its design capacity (annual average), one (1) point shall be credited;
 - b. For every year that the facility operated between one-third (1/3) and two-thirds (2/3) of its design capacity, one-half (1/2) point shall be credited;
 - c. For every year that the facility operated at less than one-third (1/3) of its design capacity, no (0) points shall be credited;
 - d. The reimbursement portion shall be:
$$1 \text{ minus } \left[\frac{\text{Total Points Credited}}{\text{Original Design Life of Facility (in years)}} \right]$$
2. The reimbursement shall include grants only if the User receiving the reimbursement is liable for reimbursing the granting agency.

3. Abandonment of any facilities shall not relieve any Party from its obligation under this Agreement to treat or handle Wastewater Flow or residuals.
4. Until the Availability of 370 MGD, the WSSC shall not be penalized under the provisions of Section 6H with regard to the operation of the MCCF.

APPENDIX 6A
Allocation of Blue Plains Capital Costs (Sample Calculation)

CAPITAL COST ITEM		CAPACITY AND COST DATA				
		DC	PI	WSSC	FAIRFAX	TOTAL
PURCHASED CAPACITY (MGD):	Down:	148.0	0.0	148.0	10.7	306.7
	PI:	10.0	11.4	21.6	20.3	63.3
	Total:	158.0	11.4	169.6	31.0	370.0
	Percent:	42.70	3.08	45.84	8.38	100.0

SAMPLE CALCULATION: CAPITAL COST ITEMS		DC	PI	WSSC	FAIRFAX	TOTAL
1. Blue Plains Current Value of facilities for which Capital Costs were incurred prior to Oct. 1, 1983 distributed in the same ratio as the 370 MGD Treatment Capacity Allocation.		81.209	5.860	87.171	15.933	190.173
2. Current Value of Previous Investments.*		99.209	1.571	84.636	4.757	190.173
3. Equity Payment (line 1 minus line 2)		-18.00	+4.289	+2.535	+11.176	.000
4. Capital Cost of Blue Plains Facilities incurred after Sept. 30, 1983 distributed in the same ratio as the 370 MGD Treatment Capacity Allocation.		128.108	9.243	137.514	25.135	300.000
5. Future facilities, plus equity (line 4 plus line 3).		110.108	13.532	140.049	36.312	300.000
6. Estimated distribution of potential grants.*		76.865	5.546	82.508	15.081	180.000
7. Estimated net obligation after grants (line 5 minus line 6).		33.243	7.986	57.541	21.230	120.000
8. Cost per MGD (Prior state and local Investment plus Equity Payment plus Future Facility Cost (Line 2 plus Line 3 plus Line 4 divided by Treatment Capacity Allocation).		1.325	1.325	1.325	1.325	1.325

* NOTES: The Blue Plains Current Value of the Blue Plains Facilities and the Current Value of Previous Investments need to be reviewed in accordance with Section 6A3. The amount and distribution of grants is hypothetical; each User will be responsible for obtaining its grants as appropriate

Annotations for Section 7: District Wastewater Treatment Requirements Beyond 2010

Several long-range planning issues are critical and need to be resolved before proceeding with a new IMA. One of the main purposes of the IMA is to provide the parties with clarity regarding long-term wastewater treatment capacity. The IMA provides for offloading of suburban flow to meet the District's needs under certain conditions. However, the obligations of the District and DC-WASA to meet certain preconditions and to demonstrate need are unresolved. Further, the scope of what constitutes the District's need is also unresolved. The current lack of clarity precludes proceeding with a new IMA at this time. The main issues contributing to this lack of clarity are:

- ✓ Lack of agreement among Users concerning interpretation of the IMA provisions relative to allocated capacity;
- ✓ Uncertainties regarding new water quality requirements;
- ✓ The impact of the DC-WASA's CSO Long-Term Control Plan on available capacity; and
- ✓ Potential compensation for offloaded flows.

Regarding Offloading:

Offloading is not required as long as Blue Plains is operating within its 370 MGD rated capacity. Assuming all flow management actions as documented in the BPSA Phase I Facility Planning Study (December 2003) are successfully implemented, Blue Plains capacity is estimated to be sufficient until 2030. The capacity timeline of 2030 assumes timely and successful implementation of various wastewater flow management and diversion actions. If none of these actions is implemented, Blue Plains is projected to reach its 370 MGD capacity by 2015. Accordingly, offloading is not envisioned to be an issue in the "short-term," i.e., before 2015.

Follow-on studies to the Phase I Study will evaluate and update capacity impacts associated with water quality regulations and the CSO Long-Term Control Plan, etc. This information could modify the capacity timeline.

If, however, unforeseen circumstances should result in plant capacity issues and the District is required to offload other Users, the Suburban Users will have up to 10 years to effect the offloading. In all cases, the District will retain sufficient capacity to meet its needs.

All Blue Plains Users must seek to operate within their allocations.

Regarding Duration of the Capacity Allocations:

The duration of the capacity allocations as presented in the IMA will continue in full force and effect until replaced by a subsequent regional agreement. It is the intent of all Blue Plains Users to enter into a subsequent regional agreement by end of calendar year 2010. It is expected that follow-up studies to the Phase I Study will be completed by 2006 and that all relevant information will be used to develop the terms and conditions for this subsequent regional agreement by 2010. However, if the region is unable to negotiate new capacity allocations in the subsequent regional agreement by 2010, as envisioned above, the capacity allocations identified in the 1985 IMA shall remain in effect until there is regional agreement to modify the capacity allocations.

SECTION 7: DISTRICT WASTEWATER TREATMENT REQUIREMENTS BEYOND 2010

A. Provision of Capacity for the District's Future Needs

1. On or after January 1, 2000, the District may notify the other Parties that it will require a specified amount of Wastewater treatment capacity in addition to the 148 MGD allocated to the District in Section 3A of this Agreement, and may require that this capacity be made available by WSSC and Fairfax no later than ten (10) years from the date of the request provided the District's Actual Flow plus Committed Flow to Blue Plains on January 1, 2000, is at or below 148 MGD or it can be demonstrated that the increment of the District's Annual

Average Flow in excess of 148 MGD is due to a growth in residential, employment and visitor flow greater than the thirteen (13) MGD projected in the Blue Plains Feasibility Study.

2. The projection of the District's future Wastewater treatment capacity need shall be based on the outcome of a facility planning study, jointly participated in by the Parties, and funded by the Users.
3. The WSSC share of the amount to be Offloaded or reallocated pursuant to Section 7A1 shall be eighty-five percent (85%). The Fairfax share shall be fifteen percent (15%).
4. The capacity to be Offloaded shall come from the Suburban Users' total Treatment Capacity Allocation, purchased plus rented, at the time Offloading is required.

B. Offloading

1. Upon receiving notification from the District of its need, the Suburban Users shall:
 - a. Within four (4) years following the date of the District's notification conduct whatever studies are deemed appropriate to develop the Offloading plan, site any required facilities and acquire all necessary permits and approvals.
 - b. Within six (6) years following the date of the District's notification initiate construction of any facility that may be required to implement the Offloading plan.
 - c. Within ten (10) years from the date of the District's notification make available to the District its additional need.
2. Should either Suburban User fail to comply with the provisions of Sections 7B1a, 7B1b, or 7B1c within the time periods specified, that User shall make no further commitments for sewer service that will increase its Wastewater Flows to Blue Plains until the Offloading plan is either back on schedule or implemented. Any Blue Plains Treatment Capacity Allocation of that User in excess of that required to treat the sum of its Actual Flow plus Committed Flow shall be placed in reserve until the Offloading plan is back on schedule or implemented. If the plan is not implemented within ten (10) years from date of the District's notification, this reserve shall, by operation of this Agreement, be allocated to the District and thereafter be available to the District for its use.
3. Failure to obtain federal and/or state grant funds shall not relieve a User of its obligation to comply fully with the provisions of Section 7B.

C. PAYMENT

1. The District shall compensate the Suburban Users for any treatment plant capacity it obtains at Blue Plains through Offloading. The cost per MGD for capacity obtained in this manner will be established by dividing the Blue Plains Then Current Value by the total Treatment Capacity Allocation at Blue Plains. An example of the methodology to be used in this calculation is shown in Appendix 7A.

APPENDIX 7A
PAYMENTS REQUIRED OF THE DISTRICT TO INCREASE ITS CAPACITY AT BLUE PLAINS THROUGH THE OFFLOADING OF OTHER USERS

(Sample Calculation)

For illustrative purposes this sample calculation assumes the following:

- a. The Blue Plains Current Value plus federal grants of that portion of the Blue Plains Facilities for which contracts were executed prior to October 1, 1983 = \$509,581,000
- b. The ENR BCI on September 30, 1983 = 2480
- c. The Blue Plains Facilities for which contracts were executed after September 30, 1983, until the date of Offloading were built under two contracts as follows:
 - Contract X, total costs (including all related administrative and engineering costs) = \$200,000,000, at mid-point of construction ENR BCI = 2620
 - Contract Y, total costs (including all related administrative and engineering costs) = \$100,000,000, at mid-point of construction ENR BCI = 3000
- d. When Offloading occurs ENR BCI = 8400 Then, the Blue Plains Then Current Value is calculated as follows:

- for portion of Blue Plains constructed prior to October 1, 1983
\$509,581,000 minus \$178,353,350 (depreciation) multiplied by

$$\left[\frac{8400}{2480} \right] = \$1,121,900,000 \text{ plus}$$

- for portions of Blue Plains constructed after September 30, 1983

Contract X
\$200,000,000 minus \$20,000,000 (removals & depreciation)

multiplied by $\left[\frac{8400}{2620} \right] = \$577,099,200$

Contract Y
\$100,000,000 minus \$10,000,000 (removals & depreciation)

multiplied by $\left[\frac{8400}{3000} \right] = \$252,000,000$

Blue Plains Then Current Value (Contracts X+Y) \$ 829,099,200

Blue Plains Then Current Value at Offloading \$1,950,999,200

Unit Cost per MGD of capacity

$$\left[\frac{\$1,950,999,200}{370} \right] = \$5,272,971$$

Cost to the District for a 5 MGD increase in its Treatment Capacity Allocation

$$\left[\frac{\$5,272,971}{\text{MGD}} \right] \text{ multiplied by 5 MGD} = \$26,364,850$$

Annotations for Section 8: System Coordination

Prior to the signing of the 1985 IMA, there was no formal arrangement for coordination among the parties. The 1985 IMA filled this void by establishing the “Blue Plains Regional Committee” (BPRC) whose members are appointed by the Blue Plains CAOs. The 1985 IMA stated: “The BPRC will be the sole coordinating body among the Parties for Blue Plains issues” Subsequently, the BPRC appointed technical staff to be members of the Blue Plains Technical Committee (BPTC). Although the BPTC is not mentioned in the IMA, it was set up by the BPRC on behalf of the BPRC to focus on technical issues and make recommendations to the BPRC as appropriate.

When DC-WASA was created, the nature of District-suburban coordination changed, with representatives of Fairfax, Montgomery and Prince George’s Counties on the DC-WASA Board. Nevertheless, those responsible for DC-WASA’s creation recognized the importance of the 1985 IMA. Accordingly, the legislation establishing DC-WASA in 1996 included a provision that “this act shall not serve as an amendment, alteration, modification or repeal of any contract or any regional agreement to which the District government is a party, including the 1985 Blue Plains Intermunicipal Agreement.”

The BPRC/BPTC structure continues to provide a forum for in-depth discussion of both technical and policy issues affecting all Parties to the IMA.

A new IMA will need to address a number of coordination issues:

- ✓ The roles and responsibilities of the District vis-à-vis DC-WASA need to be clarified;
- ✓ Regional water quality issues should be added to the agenda topics spelled out in § 8.E; and
- ✓ The future role of the BPRC and its relationship to the DC-WASA Board must be examined and clarified.

Regarding the roles and responsibilities of the District vis-à-vis DC-WASA, the following identifies action areas where direct input by the District government is appropriate:

- ✓ Negotiations of regional agreements
- ✓ Interpretations of regional agreements.
- ✓ Amendments to regional agreements or new agreements.
- ✓ District of Columbia planning and population estimates.
- ✓ Implementation and/or action on issues covered by regional agreements that have a significant policy or fiscal impact on other IMA jurisdictions (e.g., flow allocation concerns, flow off-loading, regional water quality, etc.)
- ✓ Related policy issues.

Regarding the future role of the BPRC and its relationship to the DC-WASA Board, several options exist that do not need an amendment to the IMA. These include:

- ✓ An opportunity for the BPRC to present and discuss IMA issues to the DC-WASA Board and its committees on a regular basis; and
- ✓ Formalizing these arrangements – potentially through a Memorandum of Understanding between the BPRC and the DC-WASA Board.

SECTION 8: SYSTEM COORDINATION

- A. The physical and financial interdependence of the Blue Plains Facilities requires a regular forum where technical and financial issues affecting more than one Party can be presented and discussed.

- B. The existing committees, comprised of representatives of the Parties and formed to address Blue Plains Facilities issues, are hereby dissolved and replaced by a Blue Plains Regional Committee. The BPRC will be the sole coordinating body among the Parties for Blue Plains issues and will include one representative of each of the following:
- District of Columbia;
 - Washington Suburban Sanitary Commission;
 - Montgomery County;
 - Prince George's County; and
 - Fairfax County.
- C. Each CAO will appoint one member and one alternate to the BPRC.
- D. The BPRC shall meet monthly for as long as it is deemed appropriate, and shall meet at least quarterly thereafter.
- E. The agenda of each meeting shall include, but not be limited to the following topics:
1. Interpretation of this Agreement;
 2. Plant performance and compliance with permits, administrative orders and consent decrees;
 3. Wastewater Flows, flow metering, and flow projections;
 4. Sludge quantity, quality and disposal operations;
 5. Sewerage system construction status;
 6. Status of sewerage system operations and any proposed operational changes; and
 7. Status of the wasted water and infiltration control programs.
- F. Those issues that are of sufficient importance to, or have a sufficient financial impact on, the Parties shall be submitted to the BPRC for review and comment prior to implementation. Such issues may include but shall not be limited to the following:
1. Operational changes affecting Sludge quantity or quality;
 2. Substantial changes in the quantity or type of chemicals used;
 3. Proposed construction projects serving more than one User;
 4. Those portions of capital and operating budgets to which more than one User will contribute;
 5. Changes in a financial accounting system which would substantially alter the information available for audit;
 6. Proposed consent decrees, administrative orders or law suits that could affect operations or costs; and
 7. Water quality issues that affect Blue Plains Facilities.
- G. The details of any substantial public controversy that could affect the operation of the system shall be promptly communicated to the other Parties by the Party affected.

Annotations for Section 9: Water Quality Monitoring and Evaluation Program

The regional water quality program that COG manages on behalf of its member governments and utilities remains critical. The regional water quality implications of the Chesapeake Bay program agreement, “Chesapeake 2000,” will be profound. Possible revisions to this section for a new IMA are:

- ✓ Underscore the importance of the Chesapeake Bay Program in the “Purpose” section;
- ✓ Underscore the importance of direct participation in helping to shape regulatory and nonregulatory programs and policies;
- ✓ Continue support for an appropriate level of funding for COG costs.
- ✓ Delete references to COG’s Water Resources Planning Board. COG’s Chesapeake Bay Policy Committee now covers its role.

SECTION 9: WATER QUALITY MONITORING & EVALUATION PROGRAM

A. Purpose of the Program

1. It is the intent of this Section that a permanent program to support water quality monitoring, modeling, and data evaluation and reporting on Upper Potomac Estuary conditions shall be maintained. The purpose of the program is to track and evaluate the Estuary’s response to pollution control measures aimed at restoration and long-term protection of Upper Potomac Estuary water quality.
2. The Parties recognize that successful water quality management for the Upper Potomac Estuary is dependent upon a combination of coordinated pollution abatement actions. These actions include a balanced approach incorporating high levels of Wastewater treatment at Upper Potomac Estuary discharges and appropriate management actions on nonpoint source pollution, including the implementation of urban and agricultural runoff controls that together will reduce pollution loads needed to maintain water quality standards in the most cost-effective manner.
3. The Parties agree to guarantee at least 80% of the annual local funding required by COG to maintain a regional water resources technical program under the general direction of the WRPB. This program is to be dedicated to the maintenance and continuity of Potomac water quality data collection, analyses, and modeling support activities. This annual program will also track and periodically reassess the cost-effectiveness of Upper Potomac Estuary pollution abatement strategies as they relate to all loading sources and natural processes affecting Upper Potomac Estuary water quality.

B. Scope of Program

1. The program shall cover the Potomac River and Upper Potomac Estuary between Point of Rocks, Maryland, and Maryland Point. It shall incorporate the annually adopted regional work program of the WRPB and other special water monitoring, modeling, coordination, and reporting activities of specific interest to the Parties which may be carried out periodically by COG on their behalf.
2. Special activities conducted by COG on behalf of the Parties shall be defined and managed as needed by the BPRC or its designated subcommittees. These activities may include but are not limited to applications of Potomac water quality model(s), performance of special intensive water quality surveys, and research and contract administration activities concerning residuals disposal and other aspects of overall Potomac pollution management.

C. Allocation of Program Costs

1. Charges to the Users for their allocated share of the WRPB's annual work program and any special studies conducted on behalf of the Parties are to be funded as part of the annual operating costs of Blue Plains. The cost allocation for these charges shall be as follows:

Fairfax County	25%
District	25%
WSSC (on behalf of Montgomery and Prince George's Counties)	50%
Total	<hr/> 100%

Annotations to Section 10: Miscellaneous

Several modifications to this section are appropriate for a new IMA.

§ 10.A through § 10.D should remain unchanged except for substituting “Revised Agreement” for “Agreement.”

In § 10.E, delete specific addresses and clarify what information should be sent to the District and what should be sent to DC-WASA.

Delete § 10.F.1 and revise § 10.F.2 to indicate that the listed agreements are suspended for as long as the new IMA is in effect.

§ 10.G should be simplified to specify that the new IMA will remain in effect “until changed, replaced or abolished by mutual consent of the Parties.”

A. PROCEDURES TO AMEND THE AGREEMENT

1. This Agreement may be amended, as necessary, to protect the environment and/or ensure the efficient operation of any of the facilities jointly funded under this Agreement.
2. Proposed amendments to this Agreement may be offered by any Party through the BPRC.
3. Proposed amendments to this Agreement must be in writing and approved by all of the Parties before the amendment becomes a part of this Agreement.

B. CONFERENCE PROCEDURE

1. Nothing contained in this Agreement shall be construed to limit the rights of the Parties hereto to seek appropriate legal injunctive, declaratory or other relief to construe, review or enforce the terms of this Agreement. However, the Parties agree to meet before any future litigation concerning the subject matter of this Agreement is commenced by any Party against any other Party. No meeting shall be required as a condition precedent to litigation if such a meeting cannot be held within thirty (30) calendar days of the date on which the request for the meeting was made to all Parties.

C. SEVERABILITY

1. Should any provision(s) of this Agreement be deemed illegal or unenforceable by a Court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect for a period of one hundred-eighty (180) days from the date of entry of said order or the date all appeals have been exhausted, whichever is later, at which time this Agreement shall terminate unless otherwise agreed by the Parties.

D. AUTHORITY

1. The Parties represent that they have the authority to enter into this Agreement and that the individuals signing this Agreement on their behalf have the requisite power and authority to bind the Parties to its terms and provisions. This Agreement shall apply to, and be binding upon, the Parties hereto, their elected officials, officers, agents, employees, successors and assigns, all persons, firms and corporations acting under, through or for them, and upon those persons, firms and corporations in active concert with them in any matter affected by the terms of this Agreement.

E. NOTICES

1. Whenever any notice is required to be given to any Party or User under this Agreement, it shall be deemed to be properly given if actually delivered or mailed, regular United States mail, postage prepaid as follows:
 - (1) If to the District,
City Administrator/Deputy Mayor for Operations
District Building
14th & E Street, N.W.
Washington, D.C. 20004
 - (2) If to Fairfax County,
County Executive
Massey Building
4100 Chain Bridge Rd.
Fairfax, VA 22030
 - (3) If to Montgomery County,
Chief Administrative Officer
Executive Office Building
101 Monroe Street
Rockville, MD 20850
 - (4) If to Prince George's County,
Chief Administrative Officer
County Administration Building
14741 Governor Oden Bowie Dr.
Upper Marlboro, MD 20772
 - (5) If to the WSSC,
General Manager
4017 Hamilton Street
Hyattsville, MD 20781

F. PRIOR AGREEMENTS

1. Except as otherwise provided herein and subject to any orders of the U.S. District Court for the District of Columbia in State Water Control Board et al vs. WSSC et al., Civil Action No. 1813-73, this Agreement shall extinguish and supersede the following agreements upon Availability of 370 MGD. Until the Availability of 370 MGD, these agreements shall be suspended:
 - Agreement No. DCF-A-766, dated August 12, 1954, between the District and WSSC;
 - Agreement No. DCF-A-1357, dated April 28, 1959, between the District and Fairfax County;
 - Memorandum of Understanding on Washington Metropolitan Regional Water Pollution Control Plan of October 1970 among the District, WSSC and Fairfax County;
 - Interim Treatment Program Agreement, dated October 18, 1971, among the District, WSSC and Fairfax; and
 - The 1974 Blue Plains Sewage Treatment Plant Agreement, as amended.

2. Upon the Availability of 370 MGD, the following agreements are suspended for as long as this Agreement remains in effect:
 - Agreement No. DCF-A-2648, dated February 11, 1965, between the District and Fairfax County;
 - Agreement No. DCF-A-2824, dated July 6, 1967, between the District and WSSC; and
 - Agreement No. DCF-A-145-DES, dated April 21, 1976, between the District and WSSC.

G. TERM

1. This Agreement shall become effective on September 5, 1985, immediately upon execution by all Parties, subject to any orders of the United States District Court for the District of Columbia in State Water Control Board, et al., vs. Washington Suburban Sanitary Commission, et al., Civil Action No. 1813-73.
2. The continued effectiveness of this Agreement is contingent upon regulatory action authorizing the expansion of Blue Plains to 370 MGD.

Annotations to the Signature Page

The signature page should be updated to reflect current officeholders and signatories at the time of signing. It also needs to be decided who should be signatories to a new IMA.

WITNESS the following signatures of the Parties by their duly authorized representatives:

District of Columbia

Date:

/s/

9/5/85

Marion S. Barry, Jr., Mayor

Fairfax County, Virginia

Date:

/s/

9/5/85

John F. Herrity, Chairman
Board of Supervisors

Montgomery County, Maryland

Date:

/s/

9/5/85

Charles W. Gilchrist, County Executive

/s/

9/5/85

Michael L. Gudis, Chairman, County Council

Prince George's County, Maryland

Date:

/s/

9/5/85

Parris N. Glendening, County Executive

/s/

9/5/85

William B. Amonett, Chairman, County Council

Washington Suburban Sanitary Commission

Date:

/s/

9/5/85

Jesse L. Maury, Chairman

/s/

9/5/85

Alexander Williams, Jr., Vice Chairman

Annotations to the Glossary

The Glossary is keyed to the details of the body of the IMA. A number of definitions will require review with appropriate additions, updates or deletions in a new IMA. Examples include: “Availability of 370 MGD;” “DHMH” for Maryland Department of Health and Mental Hygiene;” and “Interim Allocation Capacity.” The entire Glossary should be reviewed at the time a new IMA is prepared.

GLOSSARY

Actual Flow - The Highest Rolling Annual Average Flow rate, tributary to Blue Plains, recorded for any month during the most recent twelve (12) month period where the total recorded rainfall at the Washington National Airport is less than forty-eight inches (48”).

Air Emission Offsets - The reduction of air pollution emissions from existing facilities equal to those emissions produced from a new facility as required under the Clean Air Act, as amended.

Anacostia Force Main Agreement - An agreement between the District and WSSC providing for connection of WSSC’s Anacostia Force Main project to the District’s Wastewater collection system.

Annual Average Flow - The average Wastewater Flow, expressed in MGD, for a twelve (12) consecutive month period, ending with the month for which the computation is made.

Annual Average Wastewater Treatment Capacity Allocation - The shares of the annual average Wastewater treatment capacity at Blue Plains allocated to each User. The total interim capacity is 309 MGD and is allocated according to Appendix 3C. The total final capacity is 370 MGD and is allocated according to Section 3A. This term is synonymous with “Treatment Capacity Allocation”.

Annual Average Transmission Capacity Limitation(s) - The Annual Average Wastewater Transmission Capacity Limitation imposed at each metered point of connection between two Users’ Wastewater transmission systems. The limitations are defined in Appendices 3A and 3B. This term is synonymous with “Average Transmission Capacity Allocation”.

Ash, Screenings and Grit - The solid or semi-solid residue resulting from grit removal operations, screening operations, digester cleanout, and incineration operations at Blue Plains and the Potomac Pump Station.

Availability of 370 MGD - The point in time when the District certifies to all Parties in writing that Blue Plains is capable of providing full treatment in conformance with the then current NPDES Permit to an Annual Average Flow of 370 MGD.

Average Transmission Capacity Limitation(s) - Same as Average Annual Wastewater Transmission Capacity Limitation.

BCI - Building Cost Index.

Billing Flow - The WSSC, Fairfax County, or Other Potomac Interceptor Users’ Billing Flow is the Annual Average Flow delivered to Blue Plains from that User for the twelve (12) month period for which the calculation is being made. The District Billing Flow is the Total Billing Flow for the twelve (12) month period for which the calculation is being made less the sum of the WSSC, Fairfax County, and Other Potomac Interceptor Users’ Billing Flow.

Blue Plains - The WWTP located at 5000 Overlook Avenue, S.W., Washington, D.C. This term is synonymous with “Blue Plains WWTP”.

Blue Plains Facilities - The WWTP located at 5000 Overlook Avenue in Washington, D.C. and all other facilities at any other location for which the Users shared in Capital Costs under the provisions of this Agreement and that are used for the disposal of residuals from the Wastewater treatment process at the WWTP in Washington, D.C.

Blue Plains Co-Disposal Study - The study conducted to investigate Sludge, solid waste, and co-disposal alternatives for the District as described in the Sludge, Solid Waste, Co-Disposal Study Final Report (July, 1984) and Supplemental Report (July, 1984) prepared for the District by Camp, Dresser, and McKee.

Blue Plains Current Value - For construction and design contracts and all related administrative and engineering work, executed prior to September 30, 1983, the Blue Plains Current Value shall be the original cost of the remaining Blue Plains Facilities, less depreciation, excluding federal grants and real property less improvements thereon at Blue Plains, trended from the mid-point of construction for each contract to September 30, 1983, using the EPA Construction Cost Index. The index value to be used for September 30, 1983, is 206.0. For construction or design contracts, and all related administrative and engineering work executed after September 30, 1983, the Blue Plains Current Value is their original cost.

Blue Plains Feasibility Study - The study conducted by the District on behalf of the Parties as described in the Blue Plains Feasibility Study Final Report of August, 1984 which was prepared for the District by Greeley and Hansen Engineers.

Blue Plains Then Current Value - For construction and design contracts and all related administrative and engineering work, executed prior to September 30, 1983, the Blue Plains Then Current Value of these facilities shall be their Blue Plains Current Value as of September 30, 1983, plus federal grants, less depreciation, trended to the date of the calculation using the ENR Building Cost Index. For construction or design contracts and all related administrative and engineering work, executed after September 30, 1983, the Blue Plains Then Current Value of these facilities shall be the original cost of the remaining Blue Plains Facilities, less depreciation, trended from the mid-point of construction of the contracts involved to the date of the calculation using the ENR Building Cost Index.

Blue Plains Regional Committee - A committee established by this Agreement of 1985 as the sole coordinating body comprising one representative from each Party for the purpose of interpreting, administering and implementing this Agreement and to resolve issues pertaining to Blue Plains.

BPRC - Blue Plains Regional Committee.

Capital Cost(s) - Cost(s) incurred in the acquisition, construction, modification, replacement, enlargement or improvement of fixed assets. Fixed assets shall include building and appurtenances, pipelines, and equipment. Capital Costs must expand facility capacity, improve the efficiency or output of a facility or extend the useful life of an asset.

CAO - The Chief Administrative Officer of each Party:

District	City Administrator
Montgomery	Chief Administrative Officer
Prince George's	Chief Administrative Officer
Fairfax	County Executive
WSSC	General Manager

CCI - Construction Cost Index

°c - Temperature in Celsius

COG - The Metropolitan Washington Council of Governments. COG is a voluntary organization of sixteen member jurisdictions in the metropolitan Washington area which works toward solutions to regional problems in air

and water pollution, transportation, housing, and other areas. COG provides technical staff and administrative support to the WRPB's activities as a designated 208 areawide water quality management planning agency.

Committed Flow - The anticipated rate of flow from all sources not yet discharging but having all required approvals to discharge into a sewerage system.

Current Value of Previous Investments - The User's original investment, less Federal grants and real property less improvements thereon at Blue Plains, in remaining Blue Plains Facilities, as of September 30, 1983, trended by using the EPA Construction Cost Index from the mid-point of construction to September 30, 1983, for all Blue Plains Facilities.

DHMH - Maryland Department of Health and Mental Hygiene.

District - District of Columbia.

Dry Weather Flow - The Annual Average Flow discharging through Outfall 002.

DTPD - Dry tons per day.

EIS - Environmental Impact Statement.

Engineer -

District	Director, Department of Public Works
WSSC	General Manager
Fairfax	Director, Department of Public Works

ENR - Engineering News Record.

ENR Building Cost Index - The index compiled and published by Engineering News Record that measures the effects of wage-rate and materials-price trends; specifically the ENR 20 - cities cost index (with a base of 100 in 1913) named the Building Cost Index.

EPA - U. S. Environmental Protection Agency.

EPA Construction Cost Index - The specific construction cost index for municipal Wastewater treatment plants developed by the Water Pollution Control Administration, forerunner of the EPA, published on a semiannual basis by EPA. This index is maintained for construction costs in 20 U.S. cities. The index for the City of Baltimore, Maryland is to be used for purposes in the Agreement. The index number for September 30, 1983, is 206.0.

GPD - Gallons per day.

Highest Rolling Annual Average Flow - The highest among a set of annual average Wastewater Flow calculations computed in each of a series of consecutive months.

Interim Allocation Capacity - Amount of the 309 MGD Wastewater treatment capacity at Blue Plains assigned to each User.

Intraplant Flow(s) - Wastewater flow rate(s) measured or estimated within Blue Plains that include extraneous recycle, return, and waste Sludge flow rates.

Marketing, Distribution and Sale of Composted Sludge - All phases of activity related to the removal, packaging, advertising and selling of composted Sludge.

MCCF - Montgomery County Composting Facility.

MES - Maryland Environmental Service.

MGD - Million gallons per day.

MOU - Memorandum of Understanding.

Non-attainment Air Pollutants - Any air pollutant which has been shown through monitoring to exceed material ambient air quality standards as set forth under the provisions of the federal Clean Air Act, as amended.

Normal Repair and Maintenance - Regularly scheduled activities to ensure efficient equipment operation including inspection, cleaning, lubrication and repair or replacement of worn parts.

NPDES Permit - A permit issued under the provisions of the National Pollution Discharge Elimination System specified in the federal Clean Water Act, as amended.

Offload, Offloading, Offloaded - The diversion of Wastewater Flows from the Blue Plains Plant to another facility for treatment and disposal.

Operating and Maintenance Costs - Costs incurred by each User jurisdiction in providing Wastewater handling, transmission, treatment, and Sludge Management and disposal services. Such costs shall include labor, materials and the repair and upkeep of equipment, but shall not include Capital Costs. Costs shall be recognized in accordance with generally accepted accounting principles.

Other Potomac Interceptor Users - The entities other than Fairfax County and WSSC that the District has agreements with to convey Wastewater via the Potomac Interceptor Sewer: Loudoun County Sanitation Authority, Town of Vienna, Dulles Airport, Naval Ship R&D center and the National Park Service.

PI Users - Dulles Airport, Fairfax County, Loudoun County Sanitation Authority, National Park Service, Naval Ship R&D, Town of Vienna Virginia, and WSSC. Synonymous with Potomac Interceptor Users.

Parties - The signatories of this Agreement: the Washington Suburban Sanitary Commission; the District of Columbia; Montgomery County, Maryland; Prince George's County, Maryland; and Fairfax County, Virginia.

PCB - Polychlorinated Biphenol.

Peak Transmission Capacity Limitation(s) - Same as "Peak Wastewater Transmission Capacity Limitation".

Peak Wastewater Transmission Capacity Limitation(s) - The Peak Wastewater Transmission Capacity Limitation imposed at each metered point of connection between two Users' Wastewater transmission systems. The limitations are defined in Appendices 3A and 3B. This term is synonymous with "Peak Transmission Capacity Limitation".

Permanent Sludge Management Facilities - Those facilities included in the Blue Plains Facility Plan designed to process and dispose of Sludge for a minimum of twenty years, including mechanized composting and/or incineration.

PI - Potomac Interceptor Sewer.

Potomac Interceptor - The interceptor sewer built as a result of Public Law 86-515 passed by Congress June 12, 1960.

PPM - Parts per million.

Pretreatment Program(s) - Means the reduction of the amount of pollutants or the alteration of the nature of pollutant properties in Wastewater to a less harmful state prior to discharging such wastewater into the sewer system

served by Blue Plains. The reduction or alteration can be obtained by physical, chemical, or biological means, process changes or other means; except that it shall be unlawful to increase the use of process water or in any other way attempt to dilute a discharge as a partial or complete substitute for adequate treatment to achieve compliance with any applicable federal, state, or Party maximum concentration limitation for any Wastewater constituent.

Sludge(s) - Any solid or semi-solid material removed from Wastewater during treatment.

Sludge Management - To include responsibility for all phases of Sludge processing and disposal following the dewatering process, either directly or through a contractor.

Suburban Users - The Washington Suburban Sanitary Commission and Fairfax County.

Total Annual Estimated Wastewater Flow - The estimated total annual Wastewater Flow through an unmetered point of connection between two Users' Wastewater transmission systems. Such flow will be determined using "Wastewater units" in the manner described in Section 4A4.

Total Billing Flow - The Annual Average Flow received at the Blue Plains WWTP during the twelve (12) month period for which the calculation is being made less seven-eighths (7/8) the Annual Average Flow discharged through Outfall 001 on days the Wastewater Flow through complete treatment is equal to or greater than twice the Annual Average Flow through complete treatment during the twelve (12) month period for which the calculation is being made.

Treatment Capacity Allocation - Same as "Annual Average Wastewater Treatment Capacity Allocation".

USDA - United States Department of Agriculture.

Users - The Washington Suburban Sanitary Commission, the District, and Fairfax County.

Wastewater - The combination of water and water-borne wastes from residences, commercial buildings, governmental institutions, and industrial facilities together with any groundwater, surface water and storm water.

Wastewater Flow(s) - The rate of Wastewater volume measured over time, usually expressed in MGD or GPD.

WRPB - The Metropolitan Washington Water Resources Planning Board. The WRPB is the Policy Committee chartered by Washington area local jurisdictions and the COG Board of Directors to conduct water resources management planning for the Washington region. The WRPB is also the areawide water quality management planning agency for the region designated under the provisions of Section 208 of the Clean Water Act. The WRPB adopts an annual work program and budget for COG to conduct technical studies, monitoring, and modeling activities in support of these dual roles.

WSSC - Washington Suburban Sanitary Commission.

WTPD - Wet tons per day.

WWTP - Wastewater treatment plant.