

GOVERNING BODY AGENDA ITEM

Name/Department: Public Works

Meeting Date: April 6, 2010

Meeting Week:

(Week 1) Board of Directors X

(Week 2) Public Hearings & Presentations

(Week 3) Regular Meeting/Consent

Time Sensitive? Yes X No

Topic: Restated Water Agreement With Manassas

Brief Summary of Topic:

- The City currently has 2 water agreements with the City of Manassas:
 - "The Cities of Manassas and Manassas Park Water Treatment Capacity Purchase Agreement," executed February 12, 2001.
 - "The Cities of Manassas and Manassas Park Wholesale Water Rate Agreement," executed April 17, 2001.
- Because the City wishes to construct two new metering vaults on our west side boundary with Manassas, a change to the agreement(s) is required to provide specific language regarding the new vaults.
- Rather than add amendments with the vault language to the 2 existing agreements, Manassas staff desired to combine the two agreements into one "Restated Water Agreement" and add the vault language within the body of the new agreement.
- Also, during the process of drafting the "Restated Water Agreement," City staff and the City Attorney elected to add clarification to other language contained in the two existing documents.
- City staff and City Attorneys for both jurisdictions are satisfied that the language in the draft "Restated Water Agreement" adequately covers the needs of both jurisdictions, and will be requesting approval of the "Restated Water Agreement" in April meetings.

**Report to Governing Body
April 6, 2010**

Department: Public Works

Author/Presenter: Kathleen Gammell, 703-335-8840

Subject: Restated Capacity and Wholesale Water Agreements with the City of Manassas.

Issue: Staff is requesting that the Governing Body approve the "Restated Water Agreement" between the cities of Manassas and Manassas Park, which combines the 2001 Capacity Agreement and the 2001 Wholesale Water Rate Agreement.

Background:

- In May 2008 staff presented to the Governing Body for consideration a summary of infrastructure changes to the water system on both the east and west side of the City, which included construction of a booster pump station on the Joshua Court Tank site, purchase of additional capacity from PWCSA to serve the east side of the City, and a metering vault on the Blooms Quarry Tank site from which to take PWCSA water for routing to the Joshua Court Tank. These three projects have been completed.
- Another key component of the City's plan for water system infrastructure improvements is the construction of two new metering vaults to take Manassas water at the City's west side boundary for service of the west side. The final configuration of the system will be two pressure zones divided by Route 28, with the east side as the high pressure zone being served by PWCSA water, and the west side as the low pressure zone being served by Manassas water.
- The west side is currently receiving water from Manassas through the City's east side Euclid vault, which requires a temporary intermediate pressure zone on the south side of Manassas Drive for developments along Euclid Avenue. This intermediate pressure zone configuration allows routing of water from the Euclid vault, down Manassas Drive and across Rt. 28 without the need for installation of additional temporary piping.
- While the City could have temporarily used PWCSA water on the west side until construction of the new vaults, there are several reasons why this was not practical:
 - The City has a take-or-pay agreement with the City of Manassas, which means the City must pay for a specific quantity of water whether we use it or not.
 - The City would likely have exceeded the capacity purchased from PWCSA if both sides of the City were being served by PWCSA water at the same time.

Discussion:

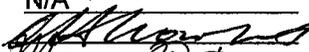
- Staff began discussions with the City of Manassas in mid 2008 regarding the location of the metering vaults on the west side. With input from City staff, Manassas staff, and the City's engineers, two vault locations were identified, one behind the Park Side Middle School for delivery of water directly into the City's water line on Price Street and one near Manassas' Stonewall Jackson Park for delivery of water directly into the City's water line on Mosby Drive.
- Construction of these new vaults requires amending both of the City's agreements with the City of Manassas to include the locations and names of the new vaults. The two existing agreements are:

- "The Cities of Manassas and Manassas Park Water Treatment Capacity Purchase Agreement," executed February 12, 2001.
- "The Cities of Manassas and Manassas Park Wholesale Water Rate Agreement," executed April 17, 2001.
- Since a change to the agreements was required anyway, Manassas staff preferred that the two 2001 agreements be combined into one "Restated Water Agreement" at the same time the necessary new vault language was added.
- Key changes in the recommended draft "Restated Water Agreement" are:
 - combined the two separate 2001 agreements into one "Restated Water Agreement," with very similar language,
 - clarified take-or-pay language differences between the two agreements;
 - added language identifying the two new vaults; and
 - added language regarding a pro-rated take-or-pay requirement if the water delivered to the City does not meet EPA / VDH quality requirements.
- Manassas and Manassas Park staff and City Attorneys have come to mutual agreement on the language in the "Restated Water Agreement."
- It is the intent of Manassas staff to submit the draft agreement for consideration of approval to both the Manassas Utility Board and the Manassas Governing Body in April.
- The Manassas Park City Attorney has requested that City staff submit the draft "Restated Water Agreement" to the City of Manassas Park's Governing Body in April for consideration of approval.

Alternatives/Recommendations:

Staff recommends that the Governing Body approve the "Restated Water Agreement" between the cities of Manassas and Manassas Park, which combines the 2001 Water Capacity Agreement and the 2001 Wholesale Water Rate Agreement.

Review:

City Business License:	<u>No</u>	Date: <u>April 6, 2010</u>
Prepared by:	<u>Kathleen Gammell</u>	Date: _____
Reviewed by:	<u>N/A</u>	Date: _____
Approved by City Attorney:	<u></u>	Date: _____
Approved by City Manager:	<u></u>	Date: _____

THE CITIES OF MANASSAS AND MANASSAS PARK
RESTATED WHOLESALE WATER CAPACITY AND RATE
AGREEMENT

THIS RESTATED WHOLESALE WATER CAPACITY AND RATE AGREEMENT (this "Agreement") is made and entered into as of this ____ day of _____, 2010, by and between the CITY OF MANASSAS, a municipal corporation of the Commonwealth of Virginia ("Manassas"), and the CITY OF MANASSAS PARK, a municipal corporation of the Commonwealth of Virginia ("Manassas Park").

RECITALS:

R-1. Manassas owns and operates Lake Manassas, with a permitted safe yield of 18.3 million gallons per day ("MGD") on an average annual basis, and the Lake Manassas Water Treatment Plant, with a permitted treatment capacity of 14.0 MGD; and

R-2. In order to provide a secure source of potable water for Manassas Park, Manassas and Manassas Park (together, the "Parties"; individually, a "Party") entered into that certain agreement entitled "THE CITIES OF MANASSAS AND MANASSAS PARK WATER TREATMENT CAPACITY PURCHASE AGREEMENT" and dated February 12, 2001 (the "Capacity Agreement"), whereby Manassas Park purchased the rights to one (1) MGD of Manassas' Water Treatment Capacity (as defined therein) (the "Capacity Entitlement") for the sum of Three Million Seven Hundred Fifty Thousand Dollars (\$3,750,000.00). The purchase of the Capacity Entitlement by Manassas Park obligated Manassas to deliver to Manassas Park up to one (1) MGD, but not more than 42,000 gallons per hour, from Manassas' Water Treatment Capacity, subject to the provisions of the Capacity Agreement, but did not convey any ownership interest in Lake Manassas, the Lake Manassas Water Treatment Plant, any of Manassas' other sources of Water Treatment Capacity, or any other facilities, fixtures, or appurtenances relating to Manassas' production, purchase and delivery of potable water.

R-3. The Parties also entered into that certain agreement entitled "THE CITIES OF MANASSAS AND MANASSAS PARK WHOLESALE WATER RATE AGREEMENT" and dated April 17, 2001 (the "Rate Agreement"), which Rate Agreement sets forth the terms and

conditions for the sale and purchase of water by Manassas Park from Manassas at wholesale rates.

R-4. Pursuant to the Capacity Agreement, Manassas Park currently receives treated water from Manassas through an interconnecting metering vault on Euclid Avenue (the “Euclid Vault”), as described in section 5 of the Capacity Agreement, which Euclid Vault serves Manassas Park’s east side (the “High Zone”).

R-5. Manassas Park is in the process of making improvements to its entire water system to better serve customers throughout its service area, which improvements require additional interconnection points for receiving treated water from Manassas to serve Manassas Park’s west side (the “Low Zone”). To allow residents of the Low Zone to receive treated water from Manassas, Manassas Park has proposed to construct up to three (3) additional interconnecting metering vaults (the “Additional Vaults”) at locations acceptable to both Parties along the common boundary between Manassas and Manassas Park. The Parties have identified two mutually-acceptable locations along their common boundary at which to construct the first two Additional Vaults, such Additional Vaults to be known as the “Stonewall Vault” and the “Public Works Vault”. The location of the third Additional Vault, if constructed, would be in a mutually-acceptable location along the common boundary of Manassas and Manassas Park to be determined at such time as the Parties determine that the third Additional Vault is needed to better serve customers within the Low Zone.

R-6. The Parties desire that the provisions governing payment by Manassas Park to Manassas for the cost of delivering treated water to Manassas Park shall hereinafter be as set forth in this Agreement.

R-7. The Parties desire to restate and ratify the terms and conditions of the Capacity Agreement and Rate Agreement, except as otherwise modified by this Agreement.

NOW, THEREFORE, for and in consideration of the foregoing recitals, each of which is hereby incorporated into this Agreement as if set forth herein, the mutual promises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged the Parties agree as follows:

1. DEFINITIONS

As used in this Agreement, capitalized terms shall have the meanings assigned to them as follows:

a. “Annual Take-or-Pay-For Volume” means 212,400,000 gallons of treated water per fiscal year, which is the minimum purchase requirement for Manassas Park.

b. “Capacity Entitlement” means the capacity entitlement purchased by Manassas Park from Manassas, and is equal to one (1) MGD of treated water in accordance with the terms of the Capacity Agreement.

c. “Capacity Purchase Effective Date” means April 23, 2001, the Capacity Agreement’s Effective Date (as defined therein).

d. “Capacity Purchase Price” means Three Million Seven Hundred Fifty Thousand Dollars (\$3,750,000.00), the amount paid to Manassas by Manassas Park for the Capacity Entitlement in accordance with the terms of the Capacity Agreement.

e. “Cost of Service Model” means the cost of service model prepared by Saffer, Vumbaco, Brown & Kersten and dated January 1993. Manassas uses the Cost of Service Model in preparing its Allocated Wholesale Water Cost of Service tables for each fiscal year. For reference purposes only, pages 1 and 2 of the Allocated Wholesale Water Cost of Service tables prepared by Manassas for the fiscal year ending June 30, 2011 are attached to this Agreement as Exhibit A and Exhibit B, respectively.

f. “Dollars” or the “\$” symbol means United States Dollars, legal tender of the United States of America.

g. “Effective Date” means the date that this Agreement is executed by the last Party to sign it.

h. “Interconnecting Vaults” means the Euclid Vault, the Stonewall Vault, the Public Works Vault, and the third Additional Vault.

i. –“Lake Manassas WTP” means the Lake Manassas Water Treatment Plant, owned and operated by Manassas and located in Prince William County, Virginia.

j. “Maximum Monthly Purchase Entitlement” means the volume of treated water, in millions of gallons, that Manassas Park is entitled to purchase from Manassas each month, at rates and prices determined from the Cost of Service Model. The Maximum Monthly Purchase Entitlement is calculated as described in subsection 3f below.

k. “MGD” means million gallons per day.

l. “Minimum Daily Volume” means 581,917.8 gallons of treated water per day, and is determined by dividing the Annual Take-or-Pay-For Volume by 365 days. The Minimum Daily Volume is to be used solely for the purposes of determining (i) the Minimum Monthly Volume used in preparing each monthly bill in accordance with subsection 3c below, and (ii) how much to reduce the Annual Take-or-Pay-For Volume and Minimum Monthly Volume pursuant to subsection 3a below.

m. “Minimum Monthly Volume” means the minimum number of gallons of treated water per day for a given billing month that Manassas Park must purchase, and is determined by multiplying the Minimum Daily Volume by the number of days in a given billing month. The Minimum Monthly Volume is to be used solely for the purpose of determining the minimum amount of each monthly bill.

n. “Water Treatment Capacity” means the capacity of Manassas to produce potable water, as measured in MGD.

2. MANASSAS PARK CAPACITY

Manassas shall make delivery of up to one (1) MGD of treated water to Manassas Park through the Interconnecting Vaults, at wholesale prices established pursuant to section 3 below.

3. WHOLESALE WATER RATE

a. Manassas Park shall purchase the Annual Take-or-Pay-For Volume from Manassas each fiscal year. In the event the actual consumption by Manassas Park is less than the Annual Take-or-Pay-For Volume during any fiscal year, the amount charged by Manassas for treated water pursuant to this section 3 shall be calculated as though Manassas Park had taken the Annual Take-or-Pay-For Volume. Notwithstanding the forgoing, the minimum purchase requirement shall not apply in the event there is shared treatment capacity reduction in effect pursuant to section 6 of this Agreement or if Manassas receives notice from the Virginia Department of Environmental Quality (“DEQ”) or the Virginia Office of Drinking Water (“ODW”) or their successors or assigns of a water quality violation requiring public notice that affects the water provided to Manassas Park, in which case the Annual Take-or-Pay-For Volume requirement will be reduced by the Minimum Daily Volume for each day of the shared treatment capacity reduction and/or for each day that such water quality violation has not been addressed to the satisfaction of DEQ, ODW or their successors or assigns, as applicable. Any such reduction shall be reflected on the monthly bill (described in subsection 3c below) for the applicable month.

b. Manassas shall utilize the Cost of Service Model and the Manassas Water Department budget for each fiscal year to calculate the wholesale water rate to be charged to Manassas Park for actual water deliveries during each billing month of the fiscal year (the “Proposed Budget Rate”).

c. Manassas shall render a monthly bill to Manassas Park based on the product of: (i) the metered volumes of treated water delivered to Manassas Park during the preceding billing month, but not less than the Minimum Monthly Volume (reduced by any pro rata reduction in accordance with subsection 3a above); and (ii) the Proposed Budget Rate, which can be located in the Cost of Service Model at (**Cost Allocation Table : Calculated Rate Per 1,000 Gallons : Supply Related Costs : Totals**) (shown as \$1.457 in row 17, column (b) of Exhibit A). Manassas Park shall pay each monthly bill in full within twenty (20) days from the date of the bill and Manassas will assess Manassas Park a penalty of one percent (1.0%) per month in the event payment is not received by the due date.

d. Manassas will utilize the Cost of Service Model and the actual fiscal year Manassas Water Department costs and volumes to determine its actual costs allocable to the treated water provided to Manassas Park during the prior fiscal year (the “Actual Costs”). In calculating the Actual Costs, the minimum volume of treated water that will be used, and which can be found in the Cost of Service Model at (**Cost Allocation Table : Treated Water : Supply Related Costs : Variable or Flow**) (shown as 294,860 in row 8, column (c) of Exhibit A), will be the greater of the actual annual wholesale treated water purchases by Manassas Park during the fiscal year or the cost of the Annual Take-or-Pay-For Volume, subject to any reduction in the Annual Take-or-Pay-For Volume in accordance with subsection 3a above. If the sum of the costs allocated to Manassas Park in the Cost of Service Model at (**Cost Allocation Table : Allocated Cost of Service : Supply Related Costs : Totals**) (shown as \$375,099 in row 15, column (b) of Exhibit A) and (**Cost Allocation Table : Allocated Cost of Service : Transmission and Distribution Related Costs : Totals**) (shown as \$54,436 in row 15, column (f) of Exhibit A) is greater than the total of all payments received by Manassas from Manassas Park for wholesale treated water service at the Proposed Budget Rate during the prior fiscal year, Manassas shall invoice Manassas Park for the difference no later than the following June 1 and Manassas Park shall pay the invoice within sixty (60) days from the date of the invoice. If the sum of the costs allocated to Manassas Park in the Cost of Service Model at (**Cost Allocation Table : Allocated Cost of Service : Supply Related Costs : Totals**) (shown as \$375,099 in row 15, column (b) of Exhibit A) and (**Cost Allocation Table : Allocated Cost of Service: Transmission and Distribution Related Costs : Totals**) (shown as \$54,436 in row 15, column (f) of Exhibit A) is less than the total of all payments received by Manassas from Manassas Park for wholesale treated water service at the Proposed Budget Rate during the prior fiscal year, Manassas shall refund the difference to Manassas Park no later than the following June 1. The wholesale water rate will not exceed eighty-five percent (85.0%) of the applicable Manassas retail water rate. Interest shall accrue on any balance owed to either Party. The applicable interest rate shall be the yield on the one-year (52-week) Treasury Bill based on the nearest auction date that is closest to the last day of the fiscal year being reconciled.

e. The Actual Costs shall not include any allowance for the expansion of Lake Manassas, the Lake Manassas reservoir and dam and/or the Lake Manassas WTP. If,

during the term of this Agreement, Manassas purchases treated water from third parties, the cost of such purchases shall be included as “purchased services” in the Cost of Service Model at **(Summary of O&M Expenses Table : Supply : Purchased Services : Div 31 Wtr Plant O&M)** (shown as \$152,910 in row 12, column (c) of Exhibit B).

f. The Maximum Monthly Purchase Entitlement shall be calculated using the following formula:

$$\mathbf{VE = CE \times BD}$$

Where:

VE is the Maximum Monthly Purchase Entitlement

CE is the Capacity Entitlement

BD is the number of days in the billing month

g. Manassas Park shall pay Manassas’ established retail water rate for any treated water deliveries in excess of the Maximum Monthly Purchase Entitlement, if treated water is available and the purchase is approved by Manassas.

h. On or before July 31 of each year, Manassas shall furnish Manassas Park a copy of the Manassas Water Department budget for the new fiscal year, the computation of the Proposed Budget Rate per 1,000 gallons, a statement of the actual costs of operation of the Manassas Water Department for the preceding fiscal year, and the calculation of the actual preceding fiscal year costs allocable to the Manassas Park wholesale water service.

4. ENFORCEMENT

a. As conditions precedent to enforcement of any provision of this Agreement, the Party seeking enforcement must first:

1) Provide written notice to the other Party stating the dispute or default and allowing the other Party a forty-five (45) day cure period before taking legal action; provided, however, that the cure period shall be extended for a reasonable period of time by the

Party providing notice if the dispute or default cannot be cured within forty-five (45) days and the other Party has commenced and is diligently pursuing such cure (the “Cure Period”); and

2) Make a good faith effort to resolve any disputes.

b. Following the Cure Period, if the dispute has not been resolved or the default has not been cured the Parties may enforce this Agreement by all legal and/or equitable means, including the right to terminate this Agreement in accordance with subsection 8a below.

c. In any action brought under this Agreement or to enforce a decree issued under it, the prevailing Party shall be entitled to recover its reasonable attorneys’ fees, including an amount to be set by the court for collection of any judgment.

5. ANTI-BACKFLOW/INTERCONNECTING VAULT PROVISION

a. Manassas Park will retain ownership of the Interconnecting Vaults and all appurtenances associated with the Interconnecting Vaults except electronic monitoring equipment installed by Manassas. Manassas may install equipment that pertains to its monitoring facilities after notifying Manassas Park in writing of its intent and receiving written consent from Manassas Park, which consent will not be unreasonably withheld. All valves, piping and backflow devices will remain the property and responsibility of Manassas Park. Manassas Park shall have access to the Interconnecting Vaults at any time deemed necessary to adjust, repair, replace, and/or add equipment necessary for the proper operation of the Interconnecting Vaults. All pipe installed by Manassas Park on the Manassas side of an Interconnecting Vault will be owned and maintained by the City of Manassas. Manassas will also own and maintain the metering in the Interconnecting Vaults. Manassas Park will pay for the initial cost of the new meters for the Interconnecting Vaults.

b. Manassas Park will maintain, and repair or replace as necessary, all existing valves, piping, and anti-flow devices at the Interconnecting Vaults.

c. Manassas Park will, at its sole expense, take all steps reasonably necessary to prevent water from flowing from Manassas Park’s water system into Manassas’ water system, except if both parties mutually agree to allow the backflow to occur during an emergency event.

d. It is acknowledged and agreed by the Parties that there is no adequate remedy at law available to Manassas for a breach by Manassas Park of the provisions of this section 5 and that only a suit for injunction shall provide a remedy in the event of such a breach. The 45-day period of notice required by section 4 above shall not apply to a breach of this section 5 and legal action may be taken immediately to remedy such a breach.

6. SHARED CAPACITY REDUCTION

If a drought or any other natural causes, legal requirements, or other circumstances beyond the control of Manassas reduce the rate at which Manassas may withdraw water from its reservoir, or treat water, or transport water, such that Manassas is required to reduce the volumes of potable water delivered to its wholesale and/or its retail customers, the entitlements of each Party under this Agreement shall be proportionately reduced only during the period of such reduction. The available water supply shall be allocated between any and all parties entitled to Water Treatment Capacity as the same bears to the total permitted capacity of the fully operational Manassas WTP. Manassas covenants to use its best efforts to prevent such a reduction and to obtain a return to the former capacity or a higher capacity, transport or treatment at the earliest possible time.

7. NO PARTNERSHIP or JOINT VENTURE

a. Nothing in this Agreement is intended to create a partnership or joint venture between Manassas and Manassas Park.

b. The grant of the rights of any of Manassas' Water Treatment Capacity to Manassas Park and the payment related thereto shall not create or constitute any ownership or title by Manassas Park in or to Lake Manassas, the Lake Manassas WTP, any of Manassas' other sources of Water Treatment Capacity, or any other facilities, fixtures, or appurtenances relating to Manassas' production, purchase and delivery of potable water.

c. Except as expressly provided in this Agreement, neither Manassas nor Manassas Park assumes any liability for the other, asserts control over any assets of the other, or intends to share the profits and losses from any activity.

8. TERMINATION

a. If either Party is in default of this Agreement and the default has not been cured within the Cure Period, the non-defaulting Party may terminate this Agreement upon ninety (90) days' written notice to the defaulting Party.

b. Pro Rata Refund of Capacity Purchase Price. If this Agreement is terminated in accordance with this section 8 prior to the 20th anniversary of the Capacity Purchase Effective Date, Manassas shall issue Manassas Park a pro rata refund of the Capacity Purchase Price (the "Refund"). The amount of the Refund will be determined by dividing the number of months (rounded to the nearest whole month) from the date of termination to the 20th anniversary of the Capacity Purchase Effective Date by 240 months and then multiplying that number by the Capacity Purchase Price. [As an example, if this Agreement were to be terminated on April 30, 2016, the Refund would be determined by dividing 60 months by 240 months and multiplying that number by \$3,750,000.00. In this example the Refund would be \$937,500.]

9. MISCELLANEOUS PROVISIONS

a. This Agreement contains the entire agreement between the Parties and is intended to be an integration of all prior or contemporaneous agreements, conditions, or undertakings between them relating to water sales. No change or modification of this Agreement shall be valid unless the same is in writing and signed by the Parties. This Agreement supersedes and replaces both the Capacity Agreement and the Rate Agreement.

b. This Agreement shall become effective upon the date the last Party executes it.

c. Whenever required for purposes of this Agreement, the singular shall include the plural and vice versa, and the masculine shall include the feminine and vice versa.

d. Failure of either Party to enforce a term or condition of this Agreement shall in no event be deemed a waiver of the right to do so thereafter.

e. This Agreement has been and shall be construed as having been made and delivered within the Commonwealth of Virginia and shall be governed by laws of the Commonwealth of Virginia, both as to interpretation and performance. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provisions thereof shall be instituted and maintained only in a court of competent jurisdiction in Prince William County, Virginia.

f. The parties hereto shall execute and deliver such further instruments and do such further acts and things as may be required to carry out the intent and purposes of this Agreement as may be reasonably requested by the other Party.

g. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original; but all of which together shall constitute one and the same instrument.

h. Manassas Park may not convey, borrow against, pledge, or contract to sell the rights to the Manassas Park Capacity it has purchased from Manassas unless Manassas gives prior written consent to the transfer of rights. In the event any third party acquires an interest in the Manassas Park Capacity without the prior written consent of Manassas, Manassas may, in its sole discretion, treat that acquisition as a breach of this Agreement if it has not given prior written consent.

i. All notices or requests shall be in writing and shall be given by hand delivery or by certified mail, return receipt requested, postage prepaid, addressed as follows:

1) If to Manassas:

Lawrence D. Hughes, City Manager
The City of Manassas
Post Office Box 560
Manassas, Virginia 20108

With a copy to:

Robert W. Bendall, City Attorney
The City of Manassas
Smith and Davenport

Post Office Box 51
Manassas, Virginia 20108

or to such other persons and places as Manassas may specify by notice. The effective date of any notice or request shall be the date of receipt, if delivered by hand, or the postmarked date thereof if delivered by certified mail.

2) If to Manassas Park:

Mercury T. Payton, City Manager
The City of Manassas Park
One Park Center Court
Manassas Park, Virginia 20111

With a copy to:

Dean H. Crowhurst, City Attorney
The City of Manassas Park
Dean H. Crowhurst, PLLC
8404 Bearhurst Drive
Gainesville, Virginia 20155

or to such other persons and places as Manassas Park may specify by notice. The effective date of any notice or request shall be the date of receipt, if delivered by hand, or the postmarked date thereof if delivered by certified mail.

j. If a court of competent jurisdiction deems or declares any clause or provision of this Agreement to be illegal, invalid, or unenforceable under present or future laws in effect during the term of this Agreement, it is the intention of the Parties that the remainder of this Agreement shall not be affected thereby.

{Signature pages follow}

IN WITNESS WHEREOF, Manassas and Manassas Park have each caused this Agreement to be executed on its behalf.

THE CITY OF MANASSAS, VIRGINIA

By: _____
Harry J. Parrish, II, Mayor

COMMONWEALTH OF VIRGINIA,

CITY/COUNTY OF _____, to wit:

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Harry J. Parrish, II, whose name as Mayor of the City of Manassas is signed to the foregoing Restated Wholesale Water Capacity and Rate Agreement, has personally acknowledged the same before me in my aforesaid jurisdiction.

GIVEN under my hand and seal this _____ day of _____, 2010.

Notary Public

My commission expires: _____

THE CITY OF MANASSAS PARK, VIRGINIA

By: _____
Francis C. Jones, Jr., Mayor

COMMONWEALTH OF VIRGINIA,

CITY/COUNTY OF _____, to wit:

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Francis C. Jones, Jr., whose name as Mayor of the City of Manassas Park is signed to the foregoing Restated Wholesale Water Capacity and Rate Agreement, has personally acknowledged the same before me in my aforesaid jurisdiction.

GIVEN under my hand and seal this _____ day of _____, 2010.

Notary Public

My commission expires: _____

EXHIBIT A

Cost of Service Model: Page 1

**MANASSAS UTILITY COMMISSION
City of Manassas, Virginia**

**CITY OF MANASSAS PARK, VIRGINIA
Allocated Wholesale Water Cost of Service
(Actual Fiscal Year Ending June 30, 2011)**

COST ALLOCATION

Line No	Description (a)	Supply Related Costs				Transmission & Distribution Related Costs			
		Totals (b)	Variable Or Flow (c)	Fixed		Totals (f)	Variable Or Flow (g)	Fixed	
				Capacity (d)	Customer (e)			Capacity (h)	Customer (i)
	Annual Cost of Service:								
1	O&M Expenses	\$3,947,035	\$2,256,242	\$1,690,793	\$0	\$703,035	\$234,111	\$234,111	\$234,814
2	Division 99 Costs	750,159	380,941	302,254	66,964	238,497	79,419	79,419	79,658
3	Capital Purchases	0	0	0	0	0	0	0	0
4	Subtotal	4,697,194	2,637,183	1,993,047	66,964	941,532	313,530	313,530	314,472
5	Margins @ 15.00%	828,917	465,385	351,714	11,817	166,153	55,329	55,329	55,495
6	Other Operating Revenue Credits	(25,000)	(25,000)	0	0	0	0	0	0
7	Total	\$5,501,111	\$3,077,569	\$2,344,761	\$78,781	\$1,107,684	\$368,859	\$368,859	\$369,967
8	Treated Water	4,385,610	294,860						
9	Flow Allocation Factor		6.723%				6.723%		
10	Water Plant Nameplate Capacity - MGD	14.000							
11	Output @ 100.00%	14.000		1.000					
12	Capacity Allocation Factor			7.143%				7.143%	
13	Weighted Number of Bills	155,222			1,380				
14	Customer Allocation Factor				0.889%				0.889%
15	Allocated Cost of Service	\$375,099	\$206,916	\$167,483	\$700	\$54,436	\$24,800	\$26,347	\$3,289
16	Total Allocated Cost of Service	\$429,535							
17	Calculated Rate Per 1,000 Gallons	\$1.457							
18	Actual Fiscal Year Revenues	\$427,547							
19	Over (Under) Recovery	(\$1,988)							

EXHIBIT B

Cost of Service Model: Page 2

MANASSAS UTILITY COMMISSION
 City of Manassas, Virginia

CITY OF MANASSAS PARK
 Allocated Wholesale Water Cost of Service
 (Actual Fiscal Year Ending June 30, 2011)

SUMMARY OF O&M EXPENSES

Line No	Description	Div 20 T&D Oper Supervision	Div 21 T&D Gen O&M	Div 22 Pump Stat O&M	Div 23 Tank O&M	Div 24 Meters O&M	Div 28 Customer Taps	Div 29 New Construction	Total T&D Costs
	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)
	Transmission & Distribution:								
1	Personal Services	\$0	\$540,210	\$0	\$0	\$0	\$0	\$0	\$540,210
2	Employee Benefits	0	230,520	0	0	0	0	0	230,520
3	Purchased Services	0	29,500	0	0	0	0	0	29,500
4	Internal Services	0	129,640	0	0	0	0	0	129,640
5	Other Charges	0	50,760	0	0	0	0	0	50,760
6	Supplies	0	200,150	0	0	0	0	12,500	212,650
7	Subtotal	0	1,180,780	0	0	0	0	12,500	1,193,280
8	Capital Purchases	0	0	0	0	0	0	0	0
9	Total	\$0	\$1,180,780	\$0	\$0	\$0	\$0	\$12,500	\$1,193,280
Line No	Description	Div 30 Wtr Plant Oper Superv	Div 31 Wtr Plant O&M	Div 32 Dam O&M	Div 33 Reservoir O&M	Total Supply Costs	Div 10 & 19 - Water Administration		
	(a)	(b)	(c)	(d)	(e)	(f)	Total Costs	Allocated To	
							(g)	T&D	Supply
	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)
	Supply:								
10	Personal Services	\$0	\$1,096,440	\$0	\$28,000	\$1,124,440	\$206,000	\$66,851	\$139,149
11	Employee Benefits	0	424,850	0	10,000	434,850	97,090	33,637	63,453
12	Purchased Services	0	152,910	0	147,000	299,910	32,500	2,911	29,589
13	Internal Services	0	16,300	0	2,490	18,790	9,470	8,271	1,199
14	Other Charges	0	526,680	0	6,200	532,880	9,100	791	8,309
15	Supplies	0	1,290,850	0	2,500	1,293,350	1,300	184	1,116
16	Subtotal	0	3,508,030	0	196,190	3,704,220	355,460	112,645	242,815
17	Capital Purchases	0	0	0	0	0	0	0	0
18	Total	\$0	\$3,508,030	\$0	\$196,190	\$3,704,220	\$355,460	\$112,645	\$242,815