

**14. UTILITY SERVICES AGREEMENT  
HUBBARD PEANUT COMPANY**

As you recall from your September meeting, we entered into a 90-day agreement to accept wastewater from Hubbard Peanut Company at the Courtland Wastewater Treatment Plant on a trial basis beginning October 1. The 90-day agreement contemplated entering into a 5-year agreement, provided there were no complications or adverse impacts during the trial period.

I'm pleased to report that things went very well. While I'm still awaiting the written summary of the trial period from our consulting engineer, he's verbally indicated that he was pleased with the trial results. I expect to receive the engineer's letter prior to Monday's meeting and will provide you with an advance copy electronically, once I receive it.

I'm seeking your authority to proceed in entering into the 5-year agreement as previously contemplated, subject to receipt of the engineer's letter.

**MOTION REQUIRED****A motion is required authorizing the attached 5-year agreement.**

THIS UTILITY SERVICES AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2015 by and between the COUNTY OF SOUTHAMPTON, a political subdivision of the Commonwealth of Virginia, hereinafter referred to as “COUNTY”, and HUBBARD PEANUT CO., INC., a Virginia Corporation, whose address is P.O. Box 94, Sedley, VA 23878, hereinafter referred to as “HUBS”;

WITNESSETH:

WHEREAS, COUNTY owns and operates a 1.25 MGD municipal wastewater treatment plant (hereinafter referred to as the POTW) that serves the Town of Courtland and its immediate environs; and

WHEREAS, HUBS operates a peanut processing facility in Sedley, Virginia that generates approximately 110,400 gallons of non-domestic wastewater annually; and

WHEREAS, HUBS contracts with a private service provider for permanent pump-and-haul services for its non-domestic wastewater, with said private contractor currently disposing of HUBS’ non-domestic wastewater at facilities owned and operated by the Hampton Roads Sanitation District; and

WHEREAS, HUBS is not classified as a Significant Industrial User (SIU), and is not subject to categorical pretreatment; and

WHEREAS, COUNTY engaged a Professional Engineer to test and evaluate the characteristics of HUBS’ non-domestic wastewater to determine the conditions under which it may be accepted and treated at the COUNTY’s POTW; and

WHEREAS, the aforesaid Professional Engineer concluded that HUBS’ non-domestic wastewater may be accepted and treated at COUNTY’s POTW, subject to certain conditions, without adversely impacting COUNTY’s ability to meet the limitations imposed by its VPDES permit; and

WHEREAS, the parties hereto entered into a 90-day agreement beginning October 1, 2014 providing for the COUNTY to accept HUBS’ non-domestic wastewater on a trial basis; and

WHEREAS, the POTW experienced no complications or adverse impacts over the aforementioned 90-day trial period; and

WHEREAS COUNTY and HUBS are committed to comply with all applicable federal, state and local laws, statutes, rules and regulations governing Wastewater systems and with the terms of this Agreement; and

WHEREAS, COUNTY and HUBS agree that there are substantial mutual benefits to be derived by both parties upon entering into this agreement.

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

1. COUNTY shall receive and accept HUBS' non-domestic wastewater for a 5-year period, beginning January 1, 2015 and ending December 31, 2019.
2. HUBS' agrees that it will, at its own expense, pretreat its non-domestic wastewater with sufficient lime to maintain a minimum effluent total hardness of 70 mg/l. HUBS shall communicate with the POTW's chief operator on a weekly basis to confirm the appropriate quantities of lime that are necessary to achieve the desired limits.
3. COUNTY agrees to install such equipment as may be necessary at the septage receiving station in order to control the mixing of HUBS' non-domestic wastewater with other flows at the POTW and avoid a "slug."
4. HUBS recognizes that COUNTY's standards for Wastewater Services may be subject to future modifications as a result of changes in applicable state and federal laws and regulations. Accordingly, HUBS agrees that it will abide by and be bound by all present and future applicable local, state and federal laws, standards, rules, regulations, permit conditions and other requirements imposed by appropriate regulatory authorities related to Wastewater Services.
5. COUNTY agrees to charge and HUBS agrees to pay \$0.07 per gallon delivered to the POTW.
6. COUNTY may suspend the wastewater treatment service when such suspension is necessary, in the opinion of COUNTY, in order to stop an actual or threatened

discharge which presents or may present an imminent or substantial endangerment to the health or welfare of persons, to the environment, causes interference to the POTW or causes the county to violate any condition of its VPDES Permit.

7. Upon written notice from COUNTY of a suspension of the wastewater treatment service, HUBS' agrees that it shall immediately stop or eliminate the contribution. COUNTY may reinstate the wastewater treatment service upon proof of the elimination of the noncomplying discharge.
8. If, during the term of this agreement, public sewer service is made available in the Village of Sedley, this agreement shall become null and void on the date that Hubbard Peanut Co., Inc. physically connects and begins to discharge its nondomestic wastewater into the system.

This agreement shall be binding upon the parties, their successors and/or assigns.

Witness the following signatures and seals:

SOUTHAMPTON COUNTY

By \_\_\_\_\_  
Dallas O. Jones, Chairman  
Board of Supervisors

HUBBARD PEANUT CO., INC.

By \_\_\_\_\_  
Lynne H. Rabil, President

COMMONWEALTH OF VIRGINIA,  
COUNTY OF SOUTHAMPTON, to-wit:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015 by Dallas O. Jones, Chairman, Board of Supervisors, for the County of Southampton, Virginia.

My commission expires \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

COMMONWEALTH OF VIRGINIA,  
COUNTY OF SOUTHAMPTON, to-wit:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015 by Lynne H. Rabil, President, Hubbard Peanut Co., Inc.

My commission expires \_\_\_\_\_.

\_\_\_\_\_  
Notary Public