

PEORIA AGREEMENT NO. _____

PHOENIX CONTRACT NO. _____

GLENDALE AGREEMENT NO. _____

**INTERGOVERNMENTAL AGREEMENT
FOR THE CITY OF PEORIA BUTLER DRIVE WATER RECLAMATION FACILITY
WASTEWATER BYPASS TO THE 99th AVENUE INTERCEPTOR AND CITY OF
PHOENIX 91st AVENUE WASTEWATER TREATMENT PLANT**

This Intergovernmental Agreement (“Agreement”) is entered into as of _____, 2021 (“**Effective Date**”), by and between the **City of Peoria** (“**Peoria**”), an Arizona municipal corporation, the **City of Phoenix** (“**Phoenix**”), an Arizona municipal corporation, and the **City of Glendale** (“**Glendale**”), an Arizona municipal corporation. Peoria, Phoenix, and Glendale are sometimes referred to collectively as “**Parties**” and individually as a “**Party**.”

RECITALS

A. Arizona Revised Statutes (“A.R.S.”) § 11-952(A) provides that cities may enter into intergovernmental agreements for the provision of services or for joint or cooperative actions.

B. Peoria owns a wastewater Bypass Manhole and 24-inch Overflow Main (“**Bypass Structure**”) located in the vicinity of 99th and Northern Avenues as shown in the attached Exhibit A. The Bypass Structure was constructed to provide a wastewater bypass of Peoria’s Butler Drive Water Reclamation Facility (“**Butler Facility**”) to the 99th Avenue Interceptor (“**Interceptor**”).

C. Peoria desires the ability to use the Bypass Structure to divert the wastewater flows to the Interceptor normally going to its Butler Facility as may be necessary during an **Emergency Bypass Event** or a **Planned Bypass Event** (both of which events are defined below) at Peoria’s Butler Facility or the Butler Facility Influent Pump Station (“**IPS**”).

D. Prior to the construction of the Butler Facility, a portion of Peoria’s wastewater flows were conveyed to the City of Tolleson Wastewater Treatment Plant via the 99th Avenue Interceptor for treatment. Peoria retained ownership of its 99th Avenue Interceptor capacity following the construction of its Butler Facility; however, Peoria’s capacity ownership in the 99th Avenue Interceptor terminates at the diversion structure, located near Van Buren Street and 99th Avenue, to the Tolleson Wastewater Treatment Plant.

E. Peoria desires that Glendale receive and transport wastewater flow conveyed from the Bypass Structure from the portion of the 99th Avenue Interceptor extending at the termination of Peoria’s capacity ownership from the diversion structure to the 91st Avenue Wastewater Treatment Plant (“**91st Avenue Facility**”) during Emergency and Planned Bypass Events.

F. Glendale owns capacity in the 99th Avenue Interceptor from the diversion structure to the 91st Avenue Facility and is willing to provide temporary wastewater transportation services to Peoria during Emergency and Planned Bypass Events.

G. Peoria also desires that Phoenix receive and treat the wastewater flow conveyed by Peoria—and transported by Glendale—at the 91st Avenue Facility during Emergency and Planned Bypass Events.

H. Phoenix has available excess treatment capacity at the 91st Avenue Facility and is willing to provide temporary treatment services to Peoria during Emergency and Planned Bypass Events.

I. The Parties desire to set forth herein the terms and conditions by which Glendale and Phoenix respectively will provide transportation and treatment of wastewater flows released by Peoria from the Bypass Structure to the Interceptor during Emergency and Planned Bypass Events and Peoria’s responsibility for all cost and expenses associated with those released wastewater flows.

J. On December 1, 2021 the Phoenix City Council approved Ordinance S-48147—as required by ARIZ. REV. STAT. § 11-952(F)—which authorizes Phoenix’s City Manager to enter into this Agreement. On November 9, 2021, Peoria similarly acted to authorize execution of this Agreement. On December 14, 2021, Glendale acted to authorize execution of this Agreement by enacting [Ordinance/Resolution Type/Number].

Now, therefore, for good and valuable consideration, the Parties agree as follows:

AGREEMENT

1. RECITALS/CAPTIONS. The Parties acknowledge that recitals set forth above are true and correct, and are incorporated into this Agreement by reference. The captions in this Agreement are merely for reference, and are not meant to construe or limit the text.

2. AGREEMENT TERM. This Agreement’s term is **20 years** from the Effective Date. Upon mutual agreement and formal written amendment, the Parties may extend

this Agreement for one additional **20-year term** provided the initial term has not yet expired.

3. DEFINITIONS

3.1. "91st Avenue Facility" means the Sub-Regional Operating Group's (SROG's) 91st Avenue Wastewater Treatment Plant operated by Phoenix.

3.2. "Butler Facility" means Peoria's Butler Drive Water Reclamation Facility located at 8660 N. 79th Avenue, Peoria, AZ.

3.3. "Bypass Structure" means the Bypass Manhole and 24-inch Overflow Main located in the vicinity of 99th and Northern Avenues, which will be used to convey Peoria's wastewater flows from the Butler Facility or the IPS to the Interceptor during an Emergency Bypass Event or a Planned Bypass Event.

3.4. "Emergency Bypass Event" means a release of untreated or partially treated Peoria wastewater into the Interceptor to avoid an imminent violation of the Clean Water Act, applicable permit requirements, or a Sanitary Sewer Overflow. The intent of this Agreement is that a release would occur due to unanticipated emergency events such as an electrical power loss, generator failure, process failure, equipment failure, or other similar circumstances that result in partial or complete loss of Peoria's ability to manage wastewater in full compliance with applicable permit requirements. Under no circumstances may Peoria release wastewater to the Interceptor that can result in pass-through, interference, or upset at the 91st Avenue Facility. The duration of the release will be limited to the time reasonably required by Peoria to remedy or rectify the unanticipated emergency events that caused the release. In no event will the Emergency Bypass Event continue longer than 60 days without authorization from Phoenix and Glendale.

3.5. "GL02" means a flow measuring station located on the Interceptor and generally at the intersection of Northern Avenue and 99th Avenue. This station measures combined flow from Peoria and Sun City. Peoria flow into the Interceptor system at GL02 is calculated by subtracting the flow at SC01, which measures the flow from Sun City, from the flow at GL02.

3.6. "GL03" means a flow measuring station located on the Interceptor and generally at the intersection of Camelback Road and 99th Avenue. This station measures flow that passes through GL02 plus additional flow added to the system by Glendale between GL02 and GL03.

3.7. "Interceptor" means the 99th Avenue Interceptor owned jointly by capacity allocation amongst Peoria, Phoenix, Glendale and Tolleson.

3.8. “**IPS**” means the Influent Pump Station located in the vicinity of 99th and Northern Avenues and which conveys flows to the Butler Facility.

3.9. “**Planned Bypass Event**” means a release of untreated or partially treated Peoria wastewater into the Interceptor for the purposes of significant facility maintenance required at the Butler Facility or the IPS. Any Planned Bypass Event would have to be approved in writing by the Parties at least 45 days prior to the release of any wastewater into the Interceptor. Under no circumstances may Peoria release wastewater to the Interceptor that can result in pass-through, interference, or upset at the 91st Avenue Facility. In no event will the Planned Bypass Event continue longer than 60 days without authorization from Phoenix and Glendale.

3.10. “**SC01**” means a flow measuring station located on the Interceptor and generally located at the intersection of Olive Avenue and 99th Avenue. This station measures flow from Sun City.

3.11. “**Sanitary Sewer Overflow**” means a release of untreated or partially treated sewage from a municipal sanitary sewer.

4. PEORIA WASTEWATER BYPASS LIMITS AND REQUIREMENTS

4.1. Peak Flow Limit. During and limited to Emergency and Planned Bypass Events, Peoria may release to the Interceptor wastewater flow normally directed to the IPS and the Butler Facility, up to a peak flow of 15.0 million gallons per day (MGD).

4.2. Available Capacity Limit. Peoria’s use of Glendale’s Interceptor capacity during Emergency and Planned Bypass Events is subject to availability of that capacity as determined by Glendale. Operational conditions may reduce or eliminate any available Glendale Interceptor capacity for Peoria to use during Emergency and Planned Bypass Events.

4.3. Standard Operating Procedure for Emergency and Planned Bypass Events. The Bypass Event Standard Operating Procedure (SOP) attached as Exhibit B will be followed for inspection, maintenance, and use of the Bypass Structure, notification to the Parties of initiation and termination of Bypass Events, equipment outages, and general communication related to Bypass Events. The Parties will review the Bypass Event SOP annually and revise it as needed. Within 30 days of the Bypass Event SOP being revised, the Parties will replace the existing document with the revised version as Exhibit B.

4.4. Conformance with Existing Transportation and Treatment Facility Agreements. The release of wastewater flow to the Interceptor under this Agreement by Peoria will conform to all requirements of the Tolleson, Peoria, Phoenix,

and Glendale Intergovernmental Agreement for the Construction, Operation and Maintenance of the Jointly Used Sewerage Transportation Facilities (Agreement No. 22749), as amended, otherwise known as the 99th Avenue Interceptor Agreement, to which Peoria is a party, including the requirements of Section 13 - Industrial Permit Requirements, Section 14 - Industrial Agreements, and Section 15 - Limitation on Discharges. These three sections mimic similarly titled sections in the Intergovernmental Agreement for the Construction, Operation and Maintenance of the Jointly Used Sewerage Treatment and Transportation Facilities (Agreement No. 22699), as amended, otherwise known as the SROG JEPA. If, in the future, the requirements of these sections, or any other sections, of either Agreement No. 22749 or Agreement No. 22699 are changed through amendment or issuance of a superseding replacement agreement, and those changes affect the permissible wastewater flows to the 91st Avenue Facility, Phoenix and Glendale retain the right to incorporate those changes into this Agreement in order to conform Peoria's wastewater flows with the changed requirements. Phoenix and Glendale will provide Peoria with timely notice of such changes.

4.5. Annual and Monthly Wastewater Reports. Peoria will submit an annual pretreatment report in any year in which an Emergency or Planned Bypass Event occurred. Additionally, Peoria will provide a copy of its Butler Facility Monthly Monitoring Report for the two (2) months preceding any Emergency or Planned Bypass Event and for the month(s) during any Emergency or Planned Bypass Event within 30 days after a Bypass Event has concluded. Peoria will provide the annual report and monthly reports electronically to the (1) Phoenix and Glendale contacts designated in the Bypass Events SOP attached as Exhibit B, and (2) SROG support services consultant.

5. PEORIA WASTEWATER FACILITY AND EQUIPMENT OPERATION AND MAINTENANCE.

5.1. Butler Facility and Lift Stations. Peoria will operate and maintain its lift stations, including the IPS, and the Butler Facility to the highest industry standards to ensure reliability and effective wastewater treatment. Peoria will only discharge wastewater flows into the Interceptor that arise from Emergency or Planned Bypass Events.

5.2. Bypass Structure. Peoria will maintain in proper operating condition the Bypass Structure and all related equipment, including any installed features such as flap valves for odor control, and smart manhole covers, and promptly replace or repair equipment as needed. Flap valves must prevent headspace odors from Peoria's wastewater system from passing through the Emergency Bypass Structure and entering the Interceptor at any time other than during Emergency or Planned Bypass Events.

5.2.1. Peoria is solely responsible for mitigating odors attributed to the Bypass Structure.

5.2.2. After each Emergency or Planned Bypass Event, Peoria will clean the Bypass Structure of organic matter to reduce odor potential in the vicinity of 99th and Northern Avenues.

5.2.3. Prior to the occurrence of an Emergency or Planned Bypass Event, Peoria will provide Phoenix and Glendale the ability to continuously electronically monitor wastewater elevations along with dates and times in the Bypass Structure.

5.2.4. Peoria will continuously monitor the flow level in the Bypass Structure to ensure that no bypass occurs inadvertently.

5.2.5. Pursuant to the Bypass Event SOP, Peoria will, if possible, notify Glendale and Phoenix of developing conditions indicative of a potential Emergency Bypass Event in advance of an actual bypass. If conditions occur in such a manner as to not allow advance notification, Peoria will notify Glendale and Phoenix of an actual Emergency Bypass Event as soon as reasonably possible, but no more than 6 hours from the time the Emergency Bypass Event was initiated.

6. COSTS AND EXPENSES FOR WASTEWATER BYPASS TRANSPORTATION AND TREATMENT SERVICES

6.1. Treatment Costs, Related Costs, and Use Fee. During and/or following discharge to the Interceptor, the SROG support services consultant will estimate the volume of flow and loading discharged using historical, metering and sampling data from GL02, GL03, and SC01 Metering Stations. The SROG support services consultant will evaluate the data and determine Peoria's flow volume and loading (TSS & COD). The final accounting of the flow volume and loading will be provided to all Parties by the 15th day of the month following the month in which the Emergency or Planned Bypass Event occurred. Phoenix will use SROG's rates from the most recent annual year end settlement for the 91st Avenue Facility to determine Peoria's cost for treatment at the 91st Avenue Facility ("**Treatment Costs**"). In addition to the Treatment Costs, Peoria will pay any and all other costs ("**Related Costs**") incurred by or imposed on Glendale or Phoenix arising from or related to wastewater flows contributed to the Interceptor by Peoria during an Emergency or Planned Bypass Event including, without limitation, testing, inspection, monitoring, maintenance, odor control, spill remediation, and regulatory violation penalties, costs and expenses. Peoria will also pay to Phoenix a use fee ("**Use Fee**") of thirty percent (30%) of the total of Phoenix's Treatment Costs and Related Costs.

6.1.1. Peoria will provide detailed historical flow and loading information to estimate the volume and loading of any Emergency or Planned Bypass

Event. The SROG support services consultant will report the final volume and loading to Phoenix as set forth above in section 6.1. Phoenix will bill Peoria for Treatment Costs and the Use Fee within 30 calendar days of receiving the final accounting of Peoria's bypassed flow volume and loading. In the event there exists Related Costs, Phoenix may separately bill Peoria for such costs along with the accompanying Use Fee upon completion by Phoenix of an accounting of those Related Costs. Upon request by Peoria, Phoenix will provide itemized documentation supporting any Related Costs incurred by or imposed on Phoenix as a result of the Emergency or Planned Bypass Event.

6.2. Sanitary Sewer Overflow Costs. If Sanitary Sewer Overflow from the Interceptor occurs between the Bypass Structure and the 91st Avenue Facility during an Emergency or Planned Bypass Event, the wastewater that is released will be deemed by the Parties to be wastewater from Peoria. Peoria will be responsible for all costs including, without limitation, testing, monitoring, odor control, spill remediation, and regulatory violation penalties, costs and expenses related to such overflow. Any costs incurred by Phoenix related to such an overflow will be considered part of Phoenix's Related Costs and subject to the thirty percent (30%) Use Fee.

6.3. Payment. Peoria will remit payment in the amount of the invoice to Phoenix within 60 calendar days of receiving an invoice for Treatment Costs, Related Costs, and the Use Fee. If Peoria does not timely pay its invoice, Phoenix will charge Peoria interest—as calculated from the prime rate plus 2% per annum—prorated and calculated daily until Peoria makes payment to Phoenix of the owed principal (plus interest) in full.

7. ATTRIBUTION OF WASTEWATER FLOW. Acceptance by Glendale and Phoenix of wastewater flow from Peoria pursuant to this Agreement will not result in Peoria acquiring any right or claim to any capacity ownership in either the Interceptor or 91st Avenue Facility beyond which Peoria presently possesses. Further, the bypassed wastewater flow will not be attributed to Peoria for any purpose in connection with the rights and obligations of any party to either Agreement No. 22749 or Agreement No. 22699, as amended.

8. TERMINATION-AT-WILL. Any Party may terminate this Agreement upon 90 days written notice to the Parties. Unless terminated as set forth in this Agreement, this Agreement shall remain in effect for the period of years set forth in Section 2.

9. FORCE MAJEURE. No Party will be responsible or liable (or otherwise deemed in breach) because of any delay in the performance of its obligations under this Agreement to the extent caused by circumstances beyond that Party's control (i.e., without its fault or negligence) and those circumstances could not have been prevented by the exercise of due diligence, including but not limited to: fires; natural disasters; riots; wars; unavoidable/unexpected site conditions.

10. REMEDIES. If any Party should default in the performance of its respective obligations under this Agreement, the Parties not in default shall be entitled to recover in any suit or proceeding to enforce its rights under this Agreement reasonable attorney fees and costs associated with such action as ordered by the Court. The foregoing will not in any way limit or restrict any right or remedy at law or equity which would otherwise be available to such Parties not in default.

11. PENDING RESOLUTION. Pending the resolution of any dispute, the Parties will make payments and otherwise perform (to the extent legally permissible) in a manner consistent with this Agreement. Payments remitted and wastewater transportation and treatment service provided during the pendency of a dispute are subject to refund and adjustment upon final resolution of that dispute.

12. NO WAIVER. A Party may not construe the failure or delay of another Party to enforce—or require performance of—any of this Agreement’s provisions to be a waiver of that provision. Such failure or delay will not affect the validity of any part of this Agreement or the rights of the Parties to enforce every provision. Any single or partial exercise of any right or remedy by a Party shall not preclude other or further exercise thereof or the exercise of any other right.

13. NOTICES. Except as otherwise expressly provided or agreed, any notice, demand, request or other communication (“**Notice**”) required or permitted by this Agreement, excluding the section 4.6 monthly and annual reports, must be in writing and may be delivered in person or deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed as follows:

PEORIA: City of Peoria
Water Services Department
ATTN: Plant Operations Manager
8401 W. Monroe
Peoria, Arizona 85345

PHOENIX: City of Phoenix
Water Services Department
200 W. Washington St., 9th Floor
Phoenix, Arizona 85003
Attn: Water Services Department Director

GLENDALE: Office of the City Manager
City of Glendale
5850 W. Glendale Avenue
Glendale, Arizona 85301

Notice will be deemed received at the time it is personally served or three (3) business days after its deposit in the United States mail as above provided. Any time period stated in a Notice will be computed from the time the Notice is deemed received. Any Party may change its address, e-mail address and/or facsimile number for Notices by sending Notice to the other Parties in the manner provided in this section.

14. DEFENSE AND INDEMNITY OBLIGATION. Each Party (as “indemnitor”) agrees to defend and indemnify the other Parties (as “indemnitees”) from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney fees) (hereinafter collectively referred to as “claims”) arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitees, are proximately caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, contractors or volunteers in the performance of its obligations under this Agreement.

15. SUCCESSORS/ASSIGNS. For this Agreement’s covenants, the Parties bind themselves and their respective partners, successors, assigns, and legal representatives to the other. The Parties may not assign, sublet, or transfer their interest in this Agreement without written consent from the other Parties.

16. ENTIRE AGREEMENT. The terms and covenants and conditions of this Agreement—including incorporated Exhibits A and B—constitute the entire agreement between the Parties and no understanding or obligation not herein expressly set forth shall be binding upon them.

17. MODIFICATION. No supplement, modification, or amendment of this Agreement’s terms are effective unless in writing and signed by the Parties.

18. COMPLIANCE WITH LAWS. The Parties will comply with all applicable Federal, State, and local laws, ordinances, codes, rules, regulations, and executive orders, including those governing equal employment opportunity, immigration, nondiscrimination, and the Americans with Disabilities Act.

19. CONFLICT OF INTEREST. Any Party may cancel this Agreement within three years under ARIZ. REV. STAT. § 38-511 (concerning officer/employee conflict-of-interest).

20. NO THIRD-PARTY BENEFICIARIES. Nothing in this Agreement gives any rights or benefits to anyone but the Parties. All duties and responsibilities undertaken under this Agreement are for the exclusive benefit of Parties—and no other party. This Agreement does not create a contractual relationship with any third party or otherwise establish any third-party beneficiaries. No third party may enforce the terms and conditions of this Agreement.

21. NON-SEVERABILITY. If any provision or application of this Agreement is invalid, illegal, or unenforceable, then the Agreement's remainder remains unaffected and enforceable to the fullest extent permitted by law.

22. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which combined shall constitute one and the same instrument.

In witness whereof, the Parties have caused this Agreement to be executed by their duly authorized officers and agents on the day and year first written above.

[Remainder of page intentionally left blank; Signature pages follow]

**CITY OF PEORIA,
an Arizona municipal corporation**

By: _____

Name: _____

Title: _____

ATTEST:

City Clerk

APPROVAL OF COUNSEL

The undersigned have reviewed the proposed Intergovernmental Agreement among the City of Peoria, the City of Phoenix, and the City of Glendale, and declare the Intergovernmental Agreement to be in proper form and within the powers and authority granted to their respective governing bodies under the laws of the State of Arizona (i.e., Arizona Revised Statutes § 11-952, *et seq.*).

Peoria City Attorney

**CITY OF PHOENIX,
an Arizona municipal corporation**

By: _____

Name: _____

Title: _____

ATTEST:

City Clerk

APPROVAL OF COUNSEL

The undersigned have reviewed the proposed Intergovernmental Agreement among the City of Peoria, the City of Phoenix, and the City of Glendale, and declare the Intergovernmental Agreement to be in proper form and within the powers and authority granted to their respective governing bodies under the laws of the State of Arizona (i.e., Arizona Revised Statutes § 11-952, *et seq.*).

Phoenix City Attorney

**CITY OF GLENDALE,
an Arizona municipal corporation**

By: _____

Name: _____

Title: _____

ATTEST:

City Clerk

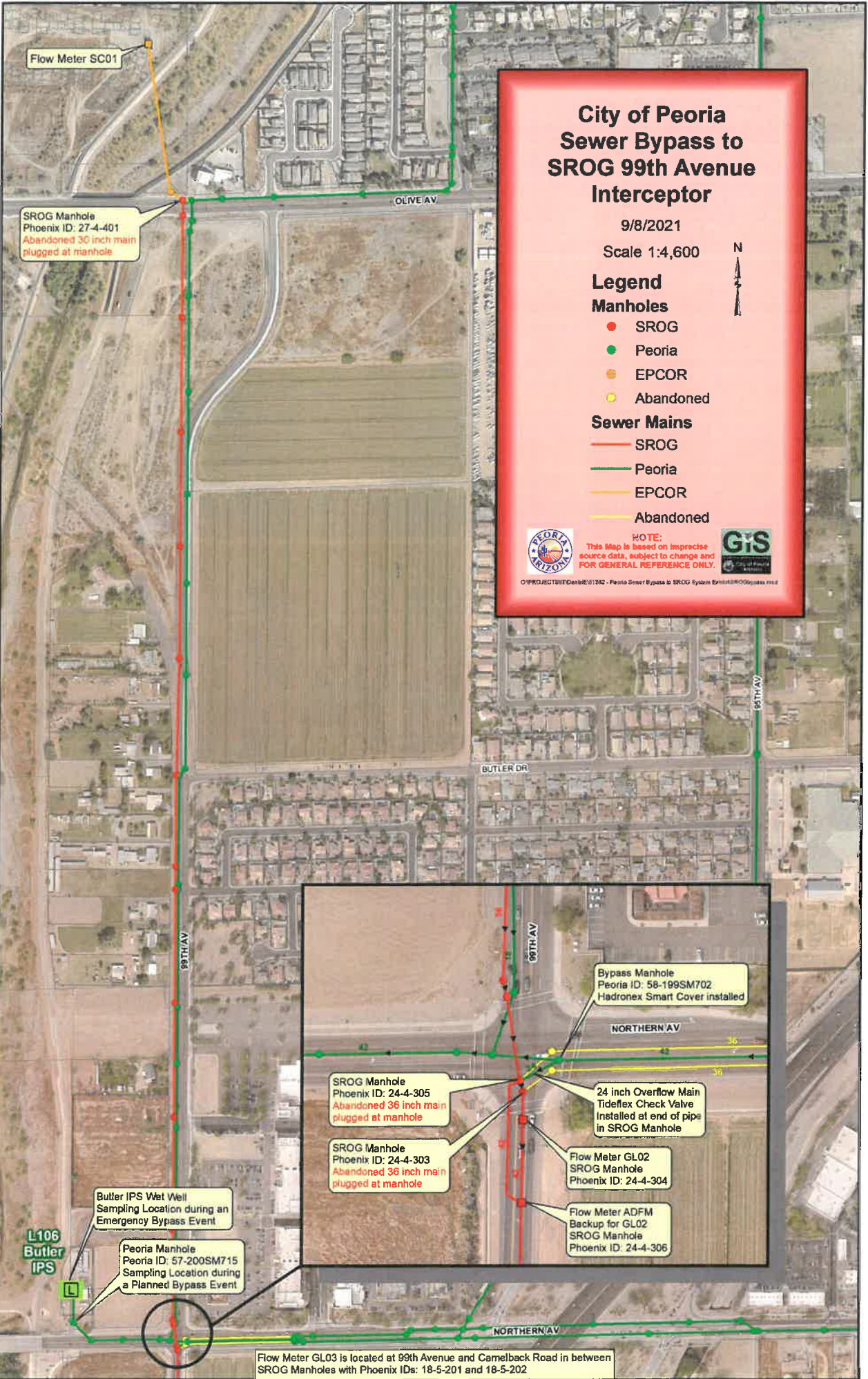
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Glendale City Attorney

EXHIBIT A

Peoria Bypass Structure Location Map



City of Peoria Sewer Bypass to SROG 99th Avenue Interceptor

9/8/2021

Scale 1:4,600



Legend

Manholes

- SROG
- Peoria
- EPCOR
- Abandoned

Sewer Mains

- SROG
- Peoria
- EPCOR
- Abandoned



NOTE:
This Map is based on imprecise
source data, subject to change and
FOR GENERAL REFERENCE ONLY.



C:\PROJECTS\GIS\DATA\99th - Peoria Sewer Bypass to SROG System Eri\99th\99009999.mxd

Flow Meter SC01

SROG Manhole
Phoenix ID: 27-4-401
Abandoned 30 inch main
plugged at manhole

OLIVE AV

99TH AV

BUTLER DR

99TH AV

L106
Butler
IPS

Butler IPS Wet Well
Sampling Location during an
Emergency Bypass Event

Peoria Manhole
Peoria ID: 57-200SM715
Sampling Location during
a Planned Bypass Event

SROG Manhole
Phoenix ID: 24-4-305
Abandoned 36 inch main
plugged at manhole

SROG Manhole
Phoenix ID: 24-4-303
Abandoned 36 inch main
plugged at manhole

Bypass Manhole
Peoria ID: 58-199SM702
Hadronex Smart Cover installed

24 inch Overflow Main
Tideflex Check Valve
Installed at end of pipe
in SROG Manhole

Flow Meter GL02
SROG Manhole
Phoenix ID: 24-4-304

Flow Meter ADFM
Backup for GL02
SROG Manhole
Phoenix ID: 24-4-306


NORTHERN AV

NORTHERN AV

Flow Meter GL03 is located at 99th Avenue and Camelback Road in between
SROG Manholes with Phoenix IDs: 18-5-201 and 18-5-202

EXHIBIT B

Standard Operating Procedure for Emergency and Planned Bypass Events

 WATER SERVICES DEPARTMENT STANDARD OPERATING PROCEDURE	WATER SERVICES – OP 025
	DIVISION: Water Services Admin
SUBJECT: Butler Influent Pump Station (IPS) Bypass Structure – 99 th Avenue and Northern Avenue (99 th Avenue Interceptor)	EFFECTIVE DATE: 09/30/2014
APPROVAL: David Burks, Deputy Director – Water Services	REVIEWED/REVISED DATE: 10/07/2021
APWA CHAPTER PRACTICE: 8.2, 31.1	REVIEWER SIGNATURE: Daniel Kiel

PURPOSE:

The Bypass Structure is composed of the Bypass Manhole and 24-inch Overflow Main and is located at the southeast corner of 99th Avenue and Northern Avenue intersection (Attachment A). This standard operating procedure is designed to assist the Butler Drive Water Reclamation Facility (WRF) Operators and Field Operations staff in activating the 24" Overflow Main to bypass wastewater to the 99th Avenue Interceptor during planned and emergency events.

DEFINITIONS:

Planned Event: City of Peoria knows in advance that the Bypass Structure will be activated, and the utilization of the Bypass Structure is scheduled with Phoenix and Glendale.

Emergency Event: City of Peoria does not know in advance that the Bypass Structure will be activated during normal operations.

Impending Situation: when the Butler IPS wet well reaches HIGH HIGH alarm and there is potential to discharge wastewater to the 24-inch Overflow Main.

Emergency Situation: when wastewater from the Butler WRF reaches the 99th Avenue Interceptor.

STATEMENT OF PROCEDURE:

In the event of an emergency or planned event necessitating that the City of Peoria (Peoria) activate the Bypass Structure to the 99th Ave Interceptor, the Peoria Butler WRF Plant Operator or representative will contact the City of Phoenix (Phoenix) and the City of Glendale (Glendale) 24-hour emergency

phone numbers to provide notification. Emergency contact phone numbers are listed below. It is the responsibility of the Peoria representative to fully describe the impending or actual emergency situation and leave the contact name and number of the person in charge.

I. Notification Protocol:

The Butler WRF Operator will contact the Butler WRF Supervisor to notify them of the impending or emergency situation. The Butler WRF Supervisor will contact the Process Specialist at the Phoenix 91st Avenue Wastewater Treatment Facility (WWTF) and Glendale Water Services Operations/Maintenance Wastewater Treatment Superintendent.

a. Internal Notifications:

- The Butler WRF Operator will notify the Water Services Operations Managers, Butler WRF Supervisor, Lead Butler WRF Operator, and WRF standby personnel.
- The Butler WRF Plant Supervisor will make internal notification to the Water Services Environmental Resources Division Manager and the Water Services Environmental Compliance Supervisor.
- The Butler WRF Plant Supervisor will make any further internal communication concerning the Butler WRF and the Butler Influent Pump Station (IPS).

II. Flow Measurement Protocol:

- a. Peoria will provide flow measurements using IPS influent historical data or a temporary flow meter.
- b. Phoenix will collect flow data from Subregional Operating Group (SROG) Metering Stations SC01 and GL02 to validate Peoria flow measurements. SC01 is near the intersection of Olive Avenue and 99th Avenue. GL02 is approximately 50 feet downstream of where the 24-inch Overflow Main discharges into the 99th Avenue Interceptor in Northern Avenue.
- c. Any future connections to the 99th Avenue Interceptor between SC01 and GL02 will require a Subregional Operating Group (SROG) flow metering station.

III. Sampling Protocol:

- a. Emergency Event: Peoria Staff will immediately collect a grab

sample from the Butler IPS wet well or the first manhole directly downstream of the Butler IPS station. Peoria will have the samples tested for COD and TSS. The test results will be sent to Glendale and Phoenix.

- b. Planned Event: Phoenix Environmental Services will collect COD and TSS samples from the first manhole downstream of the Butler IPS. This sampling may be done in conjunction with regular monthly SROG sampling, if the planned event happens to coincide with regular monthly SROG sampling. Phoenix Environmental Services will collect one-time composite per day for four days.
- IV. Peoria personnel will provide updates on an as-needed or as-requested basis to Phoenix and Glendale during any bypass event.
 - V. Once the situation resulting in the bypass is stabilized and the bypass is no longer in use:
 - a. Butler WRF Plant Operator or representative will contact Phoenix and Glendale 24-hour emergency phone numbers and notify their City staff that the situation is stabilized, and the bypass is no longer in use by Peoria.
 - b. The Peoria Butler WRF Plant Supervisor will also contact the Process Specialist at the Phoenix 91st Avenue WWTF and Glendale Water Services Operations/Maintenance Wastewater Treatment Superintendent to notify them as well.
 - VI. Following the cessation of the bypass event, Peoria Wastewater Collection staff will inspect and clean the Bypass Structure to ensure the Bypass Manhole and 24-inch Overflow Main are clean and in good condition. Maintenance and cleaning procedures will entail:
 - a. Cleaning the Bypass Manhole (Peoria Manhole #59-199SM702) by spraying and washing debris off the manhole sidewalls using the sewer jetting truck spray gun.
 - b. Cleaning the 24-inch Overflow Main to the 99th Avenue Interceptor using the sewer jetting truck.
 - c. Televising the Bypass Manhole and Overflow Main via closed circuit television (CCTV) inspection to ensure there is no debris or damage.

In addition, Peoria Field Operations staff will perform an annual inspection of the Bypass Manhole and Overflow Main.

Peoria Field Operations staff has installed a Hadronex SmartCover unit (Manhole

Level Indicator) at the Bypass Manhole located at the 99th Avenue and Northern Avenue intersection.

The SmartCover unit is installed on the underside of the manhole cover and is a self-contained, wireless ultrasonic level monitoring system with immediate alarming by text message notification. The primary use of the SmartCover system is the prevention and advanced notification of overflow to the 99th Avenue Interceptor. This is achieved by continual monitoring of the water level within the manhole. When the water level rises above the predetermined threshold due to a downstream constriction or shutoff of the IPS, an alarm is sent directly to emergency response personnel. The Hadronex unit is set 36 inches (3 feet) below the Overflow Main. The unit reads the flow levels 36” to 48” below the Overflow Main and takes measurements approximately every six minutes.

This enables the staff to receive advance notice of an issue arising in the collection system so that corrective action can be taken before an overflow into the 99th Avenue Interceptor occurs. Peoria Wastewater Collection staff responds to the site when this alarm goes off and at that time the sensor is pulled out of the manhole, inspected and cleaned before being placed back in the manhole. Staff notifies the Utility Supervisor that the inspection is complete. This Smart Cover device is serviced by James, Cook & Hobson, Inc. (JCH). JCH inspects the Hadronex Smart Cover unit annually and replaces the batteries at that time.

24-HOUR EMERGENCY CONTACT NUMBERS:

City of Peoria: 24-hour Emergency Contact

Butler WRF
623-694-0105 (Plant Operator Cell)
623-773-5600 (Main)
623-773-5614 (Control Room)

Ronald Musselman
Butler WRF Supervisor
623-773-7224 (Office)
602-469-2077 (Cell)

Preston Brown
Wastewater Collection Supervisor
623-773-7475 (Office)
623-687-4141 (Cell)

City of Glendale: 24-hour Emergency Contact

West Area WRF
623-930-4753 (Control Room)
623-696-5542 (Cell)

CSM Control Room
623-930-4183
623-640-5247

Karla Camou-Guerra
Superintendent Water Services Operations/Maintenance
Wastewater Treatment
623-930-4128 (Office)
602-616-3925 (Cell)

City of Phoenix: 24-hour Emergency Contact

91st Ave WWTF Central Operations Building (COB)
 602-495-7754
 602-768-9789 (backup number if no response on first number)

Larry Westerman, Process Specialist, 91st Ave. WWTF
larry.westerman@phoenix.gov
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 623-206-1247 (personal cell backup)

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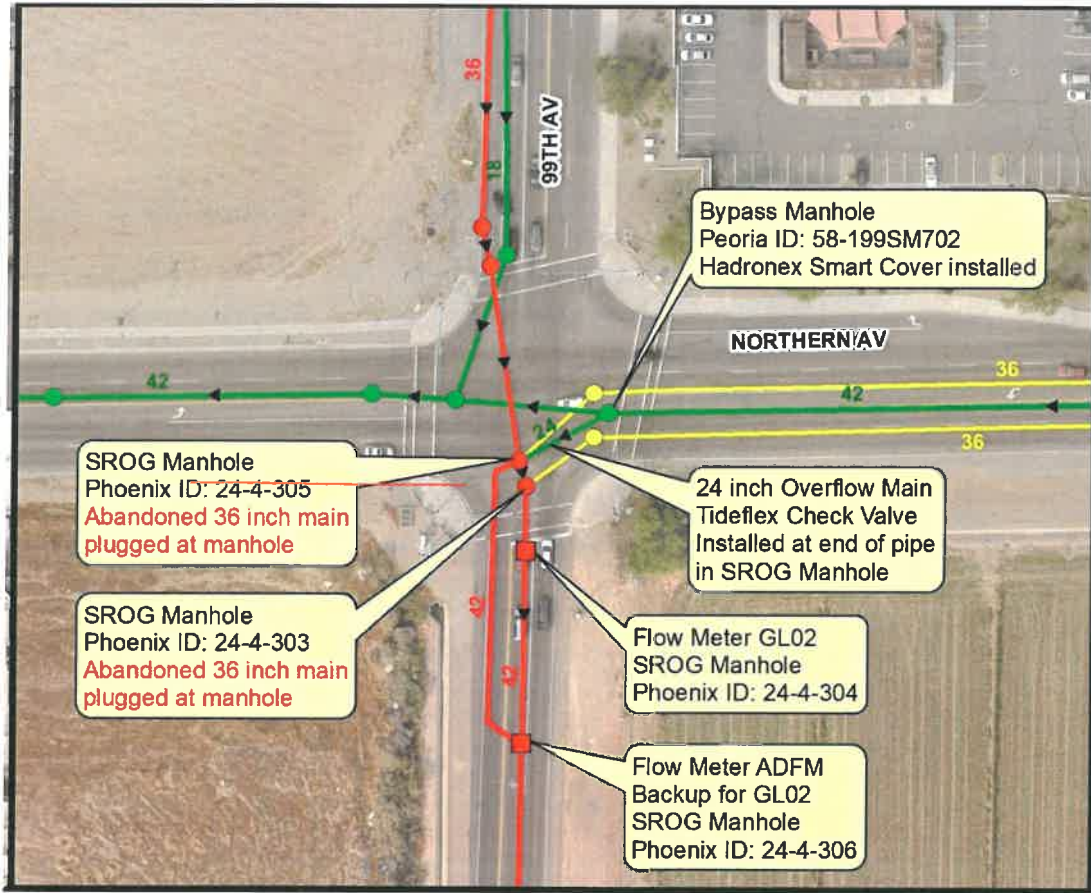
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Attachment A



99th Ave./Northern Ave. Bypass Structure