



March 20, 2024

Mr. Greg Wood
City Manager
City of Crossville
392 North Main Street
Crossville, Tennessee 38555
Via email: greg.wood@crossvilletn.gov

Subject: Wastewater Contract Operations Partnership

Dear Mr. Wood:

Over the past 32 years your community has secured reliability, performance and affordability through the contract operation and maintenance (O&M) of your wastewater operations under this partnership with Veolia. Our local team has worked with you to provide reliable service for all elements of this operation, including your 3.5-MGD Tertiary Activated Sludge Wastewater Treatment Plant, 22 sewer pump stations and 144 miles of sewer line, along with management of your community's Industrial Pretreatment Program and the biosolids land applications and septage receiving programs.

With this proposal, you can extend this partnership for an additional five-year term, as part of the renewal options under the operations contract.

When you first partnered with Veolia in 1992, your community was facing a sewer hookup moratorium that was stalling growth within the community. We worked together with you to solve this issue, with the The Tennessee Department of Environmental Quality crediting



RELIABILITY
PERFORMANCE
AFFORDABILITY



**YOU GET
MORE VALUE
WITH VEOLIA**



City of Crossville, Tennessee
Contract O&M for the Crossville Wastewater Treatment Plant
Company Confidential - Trade Secret and Proprietary Information - Veolia

Veolia's work was a major factor in the City's ability to meet the State's compliance requirements for lifting a sewer moratorium. Over the years we have built on this commitment to work with your community in addressing challenges and delivering superior service to your community.

Veolia's experienced team at Crossville will remain dedicated to this operation, providing continuity in performance and commitment to the success of this O&M partnership with you, as well as to maintaining open and effective communication with your team.



Your accomplishments with Veolia O&M have included:

- **Cost savings and efficiencies** through 98% plant Water Reuse throughout the facility & Operational Excellence to reduce power consumption
- **Biosolids beneficial use** under Crossville's award-winning biosolids land application program the product, N-Viro Soil™, is distributed to area farmers as a soil amendment and this beneficial use program saves Crossville over \$250,000 a year in sludge disposal costs.
- **Recognized success in management of your Industrial Pretreatment Program**, which has been nominated by Tennessee Department of Environment and Conservation (TDEC) three times for a National U.S. EPA Award, and this program is recognized across the State for innovative program enhancements program beyond TDEC's requirements.

You know that Veolia remains committed to the City and its residents, and you also know that management of your wastewater operations is not easy. Of vital importance is Veolia's support to Crossville during weather events and in times of crisis when an emergency demands a quick and steady response. A key example of Veolia's performance is a swift reaction and critical support with the high demands of protection on the Obed River, meeting all federal & state criteria. Local support from established environmental groups.

Please let this letter further formalize our prior communications indicating Veolia's election and intent to renew. We have included an extension contract agreement with this letter for your review and acceptance. Annual fee negotiations will continue to proceed for the upcoming term as set forth in the current agreement.

Moving forward, your point of contact will be:

Darian Dykes, Veolia's Project Manager, Crossville
Email: darian.dykes@veolia.com - Telephone: (931) 484-6257

Thank you for your continued trust in Veolia to provide this vital and essential service to the City and ecological environment of Crossville. We look forward to a promising future, filled with new opportunities and shared accomplishments.

Thank you,

Joe Tackett
President

Veolia Water North America - South, LLC

Attachment: Contract Amendment

**FIRST AMENDMENT TO THE AGREEMENT
FOR OPERATIONS, MAINTENANCE, AND MANAGEMENT SERVICES**

THIS FIRST AMENDMENT is entered into on April 1, 2024, by and between:

The City of Crossville, Tennessee, with its principal mailing address at 392 N. Main Street, Crossville, Tennessee 38555 (hereinafter the "CITY");

and

Veolia Water North America - South, LLC., with offices at 53 State Street, 14th Floor, Boston, MA 02109, Boston, Massachusetts (hereinafter the "VWNA").

WHEREAS, CITY owns and provides for the operation of wastewater and related treatment facilities, including the operation of an Industrial User Pretreatment Program ("IUPR"), and provide service for the Collection System Rehabilitation Program ("CSRP"); and

WHEREAS, CITY and VWNA entered into a Contract for Operations, Maintenance, and Management Services dated November 1, 2014 ("Agreement"); and

WHEREAS, the parties now desire to extend and modify selective portions of the Agreement, all as set forth herein; and

NOW, THEREFORE, in mutual consideration herein described and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Article 11.1 of the Agreement is hereby amended as follows:

The term of this Agreement shall be extended from November 1, 2024 through October 31, 2029.

2. VWNA's Annual Fee for the period November 1, 2023 through October 31, 2024 is \$1,577,627.04. The Maintenance and Repair Limit included in the Annual Fee is \$35,000.00. The Annual Fee shall continue to be adjusted according to Section 7.4 of the Agreement.

3. Article 1.13 is hereby added to the Agreement:

There are no warranties which extend beyond those expressed in this Agreement. There are no implied warranties or warranties imposed by law, including warranties of merchantability, fitness for a particular purpose, custom and usage, as to any of VWNA's services.

4. The effective date of this Amendment is April 1, 2024.
5. All terms of the Agreement and previous Amendments not specifically amended herein shall remain in full force and effect.
6. This Amendment shall be governed by, construed, and enforced in accordance with the laws of the State of Tennessee.
7. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Both parties indicate their approval of this Agreement by their signatures below, and each party warrants that all corporate or governmental action necessary to bind the parties to the terms of this Agreement has been and will be taken.

City of Crossville, TN

**Veolia Water North America-South
LLC.**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____