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January 28, 2020

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Attachments (8)



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Name	Title	Present for Item Nos.
Elofson, Frederick N.	Commission Chair	1-18
Lynch, Maurice P.	Commission Vice-Chair	1-18
Glenn, Michael E.	Commissioner	1-18
Lakdawala, Vishnu K.	Commissioner	1-18
Levenston, Jr., Willie	Commissioner	1-18
Rodriguez, Stephen C.	Commissioner	1-18
Taraski, Elizabeth	Commissioner	1-18
Ward, Molly Joseph	Commissioner	Absent

1. **AWARDS AND RECOGNITION**

Action: No action required.

Brief: Mr. Henifin introduced Mr. James Sabo who was promoted to Pretreatment & Pollution Prevention (P3) Manager of the North Shore Field Office in November 2019. James began his career with HRSD in 2011 as a Water Quality Assistant in the P3 Division. He was promoted to P3 Technician in 2014 where he was involved in PCB (Polychlorinated Biphenyl) service area sampling and SWIFT service area sampling. In 2017 he was promoted to P3 Supervising Specialist – Admin where he oversaw P3 enforcement actions and coordinated the Annual Pretreatment Awards Luncheon. James holds a bachelor’s degree in Integrated Science and Technology from James Madison University and will be completing graduate coursework in Biology in the fall of 2020.

Attachment: None

Public Comment: None



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2. **CONSENT AGENDA**

Action: Approve the items listed in the Consent Agenda.

Moved: Maurice Lynch **Ayes:** 7
Seconded: Willie Levenston **Nays:** 0

Brief:

- a. Approval of minutes from previous meeting.
- b. Contract Award
 - 1. [Fleet Management Program](#) \$551,616
- c. Contract Awards and Task Orders
 - 1. [Elbow Road Pressure Reducing Station](#)

Contract Award	\$5,297,000
Task Order	\$607,190
 - 2. [Patrick Henry Pump Station Interconnection Force Main](#)

Contract Award	\$1,958,984
Task Order	\$320,730
- d. Task Order
 - 1. [Elizabeth River Crossing Reliability Improvements](#) \$219,950
- e. Contract Change Order
 - 1. [Protective Coatings and Linings Rehabilitation of Virginia Initiative Plant Secondary Clarifiers #2 and #5](#) \$12,854
- f. Transfer of Ownership of Sanitary Sewer Facilities
 - 1. [Pointers Subdivision in West Point, Virginia](#)

Item(s) Removed for Discussion: None

Attachment #1: [Consent Agenda](#)

Public Comment: None



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3. **EXPANSION OF HRSD TERRITORY – ACCOMACK AND NORTHAMPTON COUNTIES RESOLUTIONS**

Action: Adopt the resolutions authorizing the General Manager to file petitions with the Circuit Courts of [Accomack](#) and [Northampton](#) Counties on the Eastern Shore to become part of the territory included in the District in accordance with the Enabling Act and subject to the terms contained therein.

Moved:	Willie Levenston	Ayes:	7
Seconded:	Maurice Lynch	Nays:	0

Brief: At the October 23, 2018 meeting, the Commission approved a cost sharing agreement for the Eastern Shore Sanitary Sewer Transmission Force Main Study. HRSD had been approached by a group of community leaders looking for assistance in conducting a study of constructing a force main along a portion of the Eastern Shore to convey wastewater to the treatment plant in the Town of Onancock, allowing the closure of some smaller treatment plants and consolidating treatment at the Onancock plant.

The communities on the Eastern Shore were able to raise enough funds to perform the study without any HRSD funding. HRSD did contribute project management services for the study. As a result of the study, the communities on the Eastern Shore expressed interest in becoming part of the territory included within HRSD. Over the past year, they have held numerous informational meetings for the general public as well as elected officials. As a result, both counties have passed resolutions supporting inclusion within the HRSD territory. Many of the 19 independent towns on the Eastern Shore have passed similar resolutions.

The Counties of Accomack and Northampton have requested the Commission file a petition requesting both counties become part of the territory included within the District in accordance with our enabling act.

Neither county owns nor operates a treatment facility. Should the Counties be added to the territory included in the District, future negotiations will be held with each community in each county that owns a wastewater treatment and/or collection system and desires HRSD own and/or operate those assets. Terms will be negotiated with each for transfer of assets and appropriate operating agreements will be put in place prior to HRSD assuming any responsibility for these systems.

The Enabling Act outlines the process required for any territory to be added to the District in Section 48. That section includes four alternatives for starting the legal process. Staff, in response to the request by the Counties, is recommending the first, in which the Commission files the petition with the circuit court. Counsel has drafted those petitions ([Accomack](#) and [Northampton](#)) and they are ready for filing. Once the petition is filed, the circuit court must enter an order fixing the date, hour and place for a public hearing. There are advertising requirements and a minimum of 30-days advance notice of the hearing must



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be provided. The court may then grant such petition with modifications, if any, as it may deem advisable. If the court is of the opinion the proposed area to be added will not be benefitted by the District, then said area shall not be added.

Discussion Summary: The Commission discussed, in detail, how expanding the HRSD boundaries would affect representation on the board of Commissioners. Staff does not see a reason to change the eight-member commission as it has been established, especially when looking at population. However, the residential requirement may change. While each board member has a residential requirement, the entire board represents all inhabitants of the Commonwealth, unlike a traditional representative organization that is area specific. The Accomack and Northampton communities and infrastructure are very similar to the Middle Peninsula communities. Staff believes the residential requirement for the new communities could be grouped with the current small communities. If all systems within the Accomack and Northampton communities are added and connected, the HRSD system of 470,000 connections would be increased by approximately 1,000 connections.

Attachment #2: [Resolutions and Petitions](#)

Public Comment: None



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4. **PROCUREMENT POLICY**

Action: Approve the revised policy.

Moved: Vishnu Lakdawala

Ayes: 7

Seconded: Willie Levenston

Nays: 0

Brief: The attached [Procurement Policy](#) has been revised to reflect the changes discussed at the December 2019 Commission Meeting related to the use of proposal compensation for certain design-build procurement efforts. [Appendix A](#) was updated to reflect those changes.

The Virginia Public Procurement Act (VPPA) requires local governing bodies to adopt specific policies defining local procedures for specific portions of the VPPA. Those requirements are met with this revision with the various appendices.

Attachment #3: [Procurement Policy](#)

Public Comment: None



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5. **JAMES RIVER SWIFT FACILITY AND JAMES RIVER TREATMENT PLANT ADVANCED NUTRIENT REDUCTION IMPROVEMENTS PROPOSAL COMPENSATION**

Action: Approve the proposal compensation of \$310,000 for each responsive short-listed team not selected for the James River SWIFT Facility and the James River Treatment Plant Advanced Nutrient Reduction Improvements.

Moved:	Maurice Lynch	Ayes:	7
Seconded:	Elizabeth Taraski	Nays:	0

CIP Projects: GN016360 and JR013400

Brief: The James River SWIFT Facility project will include advanced water treatment facilities needed to produce SWIFT Water® at the James River Treatment Plant (JRTP). The scope includes advanced water treatment facilities, conveyance of SWIFT Water to the recharge wells, and modifications to the non-potable water system.

The JRTP Advanced Nutrient Reduction Improvements project will include the design and construction of improvements to the secondary treatment process, modifications to the Integrated Fixed Film Activated Sludge (IFAS) system, increased IFAS media fill, demolition of existing secondary clarifiers, replacement with new rectangular secondary clarifiers, conversion of clarifier 5 to an equalization tank, post denitrification moving bed bio-reactor (MBBR), chemical storage and feed systems, and all pumping, piping, instrumentation, and site work required. A new multi-purpose administration building will also be constructed as part of this project. The JRTP requires significant advanced secondary treatment improvements, including nutrient reduction measures, to provide stable source water quality that meets the influent requirements of SWIFT treatment. Full-scale SWIFT operation requires consistent wastewater treatment plant operation. Therefore, this project is critical for implementation of full-scale SWIFT at JRTP. Design and construction of the wastewater treatment upgrade project needs to be coordinated with the SWIFT facility project, due to the need for balancing treatment and hydraulic design requirements at project interfaces, coordinating the sequential timing of start-up of wastewater treatment and SWIFT treatment, coordinating use of common plant utilities, and managing use of limited open space for staging construction activities. These combined projects have an estimated total cost of \$310,000,000.

The Commission approved the use of the Design-Build project delivery method for these projects at the June 2019 meeting. The teams competing for this very large project will incur significant cost.



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In accordance with HRSD's Procurement Policy, the use of proposal compensation will be used for this selection effort to provide the following benefits:

- Provides a financial incentive to increase competition from the best firms in the industry.
- Encourages proposers to explore innovative ideas during the proposal stage.
- Follows an industry standard and process used by other large public sector organizations.
- Allows HRSD to retain the rights to use innovative ideas from unsuccessful proposers.

For this procurement effort, proposal compensation of \$310,000 (0.10 percent of the estimated contract value) is recommended for each unsuccessful, responsive short-listed team.

<u>Schedule:</u>	Preliminary design approval and begin RFQ/RFP process	February 2020
	Selection of Design-Build firm / establish CCL	October 2020
	Detailed design development/Stipulated Fixed Final Price	July 2021
	Construction Completion	September 2025

Discussion Summary: Proposal compensation will be recommended by staff on a case-by-case basis unique to each proposal, will be limited to short-list proposals (approximately 2-3) similar to the approach used by VDOT on larger Design-Build projects. Existing language in HRSD's standards allows the use of designs and ideas from non-selected proposers unless prohibited by Patent. Legal counsel will be consulted when necessary.

Attachment: None

Public Comment: None



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6. **ASSET MANAGEMENT IMPLEMENTATION
ADDITIONAL APPROPRIATION AND TASK ORDER**

Actions:

- a. **Appropriate additional funding in the amount of \$213,290.**
- b. **Approve a task order with Hazen and Sawyer in the amount of \$374,772.**

Moved: Michael Glenn **Ayes:** 7
Seconded: Stephen Rodriguez **Nays:** 0

CIP Project: AD012100

Budget	\$1,700,000
Previous Expenditures and Encumbrances	(\$1,538,518)
Available Balance	<u>\$161,482</u>
Proposed Task Order to Hazen and Sawyer	(\$374,772)
Project Shortage/Requested Additional Funding	(\$213,290)
Revised Total Project Authorized Funding	<u>\$1,913,290</u>

Contract Status with Task Orders:	Amount
Original Contract with Engineer	\$623,318
Total Value of Previous Task Orders	\$915,200
Requested Task Order	\$374,772
Total Value of All Task Orders	\$1,289,972
Revised Contract Value	\$1,913,290

Project Description: This project will provide a formal Asset Management Program to address the various ongoing asset management-related activities already underway into a coherent program with a defined vision for the future. The project will establish a risk-based, data-driven, and sustainable system for planning the replacement, rehabilitation, upgrade, and major maintenance of HRSD's infrastructure by applying the triple bottom line framework and systems thinking approach.

Funding Description: The additional funding request is needed to cover additional service items that were not identified at the time of the original CIP request. These additional services are proposed to provide a path to better align the Asset Management Program development with the work underway on the Capital Improvement Program improvements work. These services include efforts to evaluate project portfolio investment optimization tools for the Capital Program Management Improvements project. This synergy between these two projects was not contemplated at the time of the original request and will provide value to both projects.



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Task Order Description and Analysis of Cost: Phases 1 and 2 were previously approved and completed. This task order is for Phase 3 of the project, which will continue work on program communication, consequence of failure updates for the SWIFT Research Center, and further develop the SWIFT Research Center Asset Management Plan. A fee of \$374,772 was negotiated, which will provide services for Phase 3 including the asset management plans. The cost is in agreement with other similar efforts from other firms and the rates used are in accordance with the General Engineering Services annual contract with Hazen and Sawyer.

Schedule: Phase III October 2020

Attachment: None

Public Comment: None



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7. ATLANTIC TREATMENT PLANT INFLUENT SCREENS (1-3) REPLACEMENT
NEW CIP AND INITIAL APPROPRIATION

Actions:

- a. Approve a new CIP project for the Atlantic Treatment Plant Influent Screens (1-3) Replacement
- b. Appropriate total project funding in the amount of \$3,910,000

<u>Moved:</u>	Willie Levenston	<u>Ayes:</u>	7
<u>Seconded:</u>	Elizabeth Taraski	<u>Nays:</u>	0

CIP Project: AT014500

Project Description: This new CIP will replace or substantially modify and improve the existing Atlantic Treatment Plant (ATP) Influent Screens, which were installed in 2009. This project will begin as soon as possible to replace or modify the three screens, with design beginning in February 2020, and final completion by July 2021. This will ensure that the preliminary treatment system at the ATP will be ready for the flow to come from the Chesapeake-Elizabeth Treatment Plant (CETP) closure.

Despite extensive efforts on the part of plant staff to achieve an acceptable level of performance, screening at the Atlantic Treatment Plant would still be considered poor by most standards. Through either design flaws or faulty equipment (to be determined), the existing screens must be replaced or substantially modified. Not replacing the screens could present significant challenges in operating the new thermal hydrolysis process and accepting flows from CETP. Another CIP is currently underway to install a new perforated plate screen in an adjacent available channel, which will provide for a total of four screens. The construction is planned for completion in early spring. Plant staff will utilize this screen, which can handle most of the current average daily flow, until the existing three screens are replaced.

Funding Description: The total cost for this project is estimated at \$3,910,000 (Class 5) based on complete replacement of all three existing screens including a 20 percent contingency.

<u>Schedule:</u>	Design	May 2020
	Construction	October 2020
	Project Completion	July 2021

Discussion Summary: The Atlantic Plant influent screens have been problematic since their installation in 2010. Staff reviewed the history, improvement projects since startup, performance, warranty, collaboration with current vendor on resolution of problems, future risk, and current CIP underway for the installation of a new 4th screen. If screens will be



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replaced, a different manufacturer and installation will be used. Each plant is unique and was constructed during different times with existing technology. Equipment is not necessarily interchangeable. In recent years more focus has been made on standardized when possible.

Attachment: None

Public Comment: None



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9. **TABB PRESSURE REDUCING STATION AND OFFLINE STORAGE FACILITY
NEW CIP, INITIAL APPROPRIATION, AND ACQUISITION OF AND FUNDING FOR REAL
PROPERTY OF A FIVE-ACRE PORTION OF 900 YORKTOWN ROAD, YORKTOWN,
VIRGINIA
GPIN T04D-3932-0449**

Actions:

- a. **Approve a new CIP project for the Tabb Pressure Reducing Station (PRS) and Offline Storage Facility.**
- b. **Appropriate total project funding in the amount of \$13,600,000.**
- c. **Approve purchase of a five acre portion of 900 Yorktown Road, Yorktown, Virginia (GPIN T04D-3932-0449) in accordance with the terms and conditions of the Purchase and Sale Agreement with Mr. Harry R. Ashe, owner of subject property and authorize the General Manager to execute same, substantially as presented, together with such changes, modifications and deletions as the General Manager may deem necessary and further authorize the General Manager to execute the forthcoming deed of bargain and sale upon approval of legal counsel. *This action rescinded by commission approval on 09/22/2020***
- d. **Approve funding in the amount of \$400,000 for property acquisition, environmental study, permitting requirements, and other site-specific needs.**

Moved: Vishnu Lakdawala
Seconded: Michael Glenn

Ayes: 7
Nays: 0

CIP Project: YR010900

Project Description: This project will construct a new PRS and Offline Storage Tank at in the vicinity of Tabb High School in York County, Virginia. The precise capacity of the station and volume of the tank will be determined during the preliminary design. The location has been finalized and is tied to valves installed during the 2009 Kiln Creek / Route 171 42-inch Interceptor Force Main project in anticipation of future expansion of the system.

The Tabb PRS and Offline Storage project is not currently included in HRSD's FY-2020 Capital Improvement Plan (CIP). At one time, this project was included in the CIP but was removed with the submittal of the 2017 Integrated Plan / Regional Wet Weather Management Plan to the Environmental Protection Agency (EPA). The removal of this project was due to the time of construction being pushed outside of the 10-year CIP planning period. Originally this project was included in the CIP for the sole purpose of helping to mitigate hydraulic restrictions and Sanitary Sewer Overflows (SSOs) in the collection system. The proposed project now provides projected construction cost reductions and



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enhanced treatment benefits at the James River Treatment Plant (JRTP) as well as improvements in the interceptor system.

Last year HRSD implemented operational control strategies at our existing Coliseum PRS and Offline Storage Tank to verify certain conclusions reached in the Smart Sewer Study initiative. These control strategies altered the dry-weather diurnal influent flow pattern at York River Treatment Plant (YRTP) by providing a more level flow entering the plant over a 24-hour period. The flow pattern was changed by diverting peak morning and evening flows into the Coliseum Storage Tank and then pumping the contents out of the tank during the overnight hours when flows are significantly lower. Reducing the highly variable dry weather diurnal influent pattern and providing a steady influent flow rate proved beneficial to the optimization of the York River treatment process. This optimization provides for consistency in chemical feed rates, methanol usage, aeration, and other process controls. Within a week of the steady-state influent flow pattern at YRTP, the denitrification filters set a record for performance. This improvement is just one of many of the cost savings, chemical savings, operational benefits, and net treatment enhancements realized at York River with this operational control strategy.

Staff then studied the James River SWIFT construction initiative to determine if similar cost savings and process improvements could be found.

Staff determined the Tabb PRS and Offline Storage Facility project could provide similar results and eliminate the need for a 2-million gallon (MG) onsite storage vessel at the JRTP. Benefits of this approach include:

1. Elimination of a 2 MG onsite tank at JRTP;
2. Reduction of James River SWIFT planning level construction project cost by \$20,000,000;
3. Providing net wastewater treatment improvements and operational flexibility at the JRTP;
4. Providing flexibility in the interceptor system during dry weather and wet-weather events; and
5. Satisfying one of the requirements of the Regional Wet Weather Management Plan.

Funding Description: The total cost for this project is estimated at \$13,600,000 based on a Class 5 cost estimate and a 10 percent contingency included in the requested appropriation.

The [Purchase and Sale Agreement](#) is attached and was reviewed by HRSD staff and legal counsel. The [deed of bargain and sale](#) is forthcoming and will also be reviewed by HRSD staff and legal counsel before execution. A [facilities map](#) is provided for clarification purposes.



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Analysis of Cost: HRSD will purchase the 5-acre portion of 900 Yorktown Road for the offer price of \$300,000. This amount is reflective of land sales in the area and negotiations with the landowner. Additional funding will be utilized for site-specific due diligence activities such as wetlands delineations, environmental studies and permitting.

<u>Schedule:</u>	Design	March 2020
	Construction	November 2021
	Project Completion	January 2024

Discussion Summary: The Commission discussed location and whether wetlands delineation had been performed. Staff responded a preliminary delineation had been done with minimal wetlands identified but a new delineation will be conducted prior to closing.

Attachment #4: [Agreement, Deed and Property Location Map](#)

Public Comment: None



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10. VIRGINIA BEACH BOULEVARD FORCE MAIN PHASE VI EMERGENCY REPAIRS
NEW CIP AND INITIAL APPROPRIATION

Actions:

- a. Approve a new CIP project for the Virginia Beach Boulevard Force Main Phase VI Emergency Repairs.
- b. Appropriate total project funding in the amount of \$2,187,000.

<u>Moved:</u>	Willie Levenston	<u>Ayes:</u>	7
<u>Seconded:</u>	Vishnu Lakdawala	<u>Nays:</u>	0

CIP Project: CE011860

Project Description: This emergency repair project is for the insertion of a main line valve to isolate the force main failure, install approximately 740 linear feet of 42-inch force main adjacent to Virginia Beach Boulevard and abandon a section of water line in certain conflict areas.

Contract Description: This project was declared an emergency on November 5, 2019 and involved the repair of the 24-inch reinforced concrete force main along Virginia Beach Boulevard between Kings Grant Road and North Lynnhaven Road. On September 21, 2019, the City of Virginia Beach reported a force main break in the vicinity of HRSD's Pine Tree Pressure Reducing Station near North Lynnhaven Road. In September, the leak was controlled through a temporary patch and the use of a sump and vactor truck while a plan was developed and materials were secured for a permanent repair. The leak ceased in December after the pipeline was isolated through the insertion of an inflatable line stop and valve. The contractor continues to work on the replacement section of force main while the compromised area is isolated. The new section of force main will be placed in service in the first quarter of 2020.

Construction is being performed utilizing the Prompt Repair On-Call Services contract with Bridgeman Civil to establish traffic control, repairs to the force main and associated roadway repairs. Bridgeman Civil is the contractor working on the Virginia Beach Boulevard Force Main Phase VI CIP project currently underway in the same area.

Funding Description and Analysis of Cost: The total cost for this project is estimated at \$2,187,000 based on contractor cost estimates and a 10 percent contingency. The cost estimates have been reviewed by HRSD and the Engineer and are considered reasonable. This proposed Commission action creates and fully funds a new CIP project that will allow all future costs as well as all costs already incurred against the Operations Department Budget for this emergency to be charged to this CIP project.



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Schedule: Emergency Declaration November 2019
 Construction December 2019
 Project Completion March 2020

Attachment: None

Public Comment: None



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11. **JAMES RIVER TREATMENT PLANT LAND ACQUISITION FOR SWIFT FACILITIES
AGREEMENT TO PURCHASE REAL PROPERTY**

Action: Approve the draft general terms and conditions of an agreement to purchase real estate from the City of Newport News and authorize the General Manager to negotiate with the City of Newport News within such terms and conditions for future purchase of property adjacent to the James River Treatment Plant.

Moved: Stephen Rodriguez **Ayes:** 7
Seconded: Maurice Lynch **Nays:** 0

Background: HRSD needs land to accommodate construction of SWIFT facilities at the James River Treatment Plant. While existing HRSD owned land can accommodate needed facilities, it would add significant cost to build on such a confined site and eliminate any available HRSD owned property for future process changes.

The James River Treatment Plant is fully surrounded by park land owned by the City of Newport News. Staff has been working with the City to identify land for expansion of the James River Treatment Plant.

Staff presented an initial concept to the Newport News City Council in November 2019. At that meeting, the Council approved HRSD proceeding with public information meetings on the proposal. HRSD held two open-houses and has met twice with the Friends of River View Farm Park. Comments have been generally positive and supportive. Many of the comments suggested HRSD provide additional public trails on the City owned adjacent park property as part of the agreement for acquisition of the property.

Staff has identified the need for well locations on the City owned park property. Initially the wells were proposed to be located on a former landfill, but after preliminary site investigations it was determined that land was not stable enough to accommodate the wells. Recognizing the need for well locations and public desire for additional trails, staff developed an alternative that places wells along the perimeter of the City property and constructs a trail to access the well sites as well as provide a public amenity in the park.

Staff is scheduled to present the results of the public outreach efforts as well as the revised proposal for well locations and additional trails to the Newport News City Council at their January 28th meeting. The proposal to be presented includes the following draft terms and conditions:

In consideration of the following and subject to the City providing clear title to the approximately 10-acre parcel, approval of subdivision plat, easement plats and approval of the required associated rezoning, the City of Newport News will sell approximately 10 acres



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of land adjacent to the James River Treatment Plant and grant the required easements (minimum of 40-year terms) for well houses and related piping no later than June 30, 2020;

- HRSD shall prepare a subdivision plat for the existing city owned parcel creating a parcel to be sold to HRSD, approximately 10 acres in size.
- HRSD will dedicate the waterfront section of the parcel, approximately 5 acres, as a conservation area for recreation only.
- HRSD will construct a public access trail around the perimeter of HRSD's existing property, designed and constructed to city standards, and dedicate a recreational use easement to the City of Newport News to operate and maintain that trail.
- HRSD will prepare plats for easements to accommodate recharge wells and associated piping on City owned property adjacent to the James River Treatment Plant.
- HRSD will design and construct a public access trail on City owned property to provide access to wells and as an added recreational benefit to the public, to be operated and maintained by the City of Newport News.
- HRSD will design well houses to blend with existing park architecture and be reflective of the history of that section of Newport News. Well houses shall incorporate other park supporting amenities such as rest rooms and picnic shelters to be operated and maintained by the City.
- HRSD will include an exterior accessible rest room facility in the proposed new HRSD administration building to be constructed on the parcel to be sold to HRSD to support recreation use of the trail, available during park operating hours.
- HRSD will include a conference room in the proposed new administration building to be constructed on the parcel to be sold to HRSD to support community group meeting use subject to scheduling with HRSD.
- HRSD will provide a cash payment not to exceed \$1 million per acre of land sold to HRSD fee simple.
- HRSD will provide up to \$1.5 million (total for up to six well locations) for 40-year term easements covering all SWIFT Water® piping and well locations on City owned property.
- HRSD will provide the City of Newport News title to the former HRSD operations facility on G Avenue, an approximately 10-acre parcel with improvements, as is.

Discussion Summary: Mr. Henifin reviewed the [presentation](#) to be given at the Newport News City Council meeting this evening including property acquisition request, public open house events held, proposed facilities, direct benefits for Newport News, and schedule.

Attachment #5: [Presentation](#) and executed agreement dated 03/23/21

Addendum One dated 03/04/2024

Public Comment: None



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12. **CAPITAL IMPROVEMENT PROGRAM (CIP)
QUARTERLY UPDATE**

Action: No action required.

Brief: Implementing the CIP continues to be a significant challenge as we address numerous regulatory requirements, SWIFT Program implementation and the need to replace aging infrastructure. Staff provided a [briefing](#) describing the status of the CIP, financial projections, summary of construction contracts awarded and completed in 2019, projects requiring additional appropriation, projects of significance, Consent Decree/Sewer Rehabilitation Plan project updates, and Virginia Initiative Plant Nutrient Reduction Improvements project highlights.

Attachment #6: [Presentation](#)

Public Comment: None



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13. **U.S. EPA CONSENT DECREE ANNUAL PUBLIC MEETING**

Action: No action required.

Brief: The Consent Decree with the U.S. EPA requires that we hold an annual informational meeting open to the public and the localities we serve. The meeting is intended to provide an update on compliance activities and status of all activities related to the Consent Decree. The meeting will be held at 1:30 p.m. on January 28, 2020 following the regular Commission meeting at the North Shore Operations Center. Staff will provide the Commission an overview of the materials to be presented at that meeting.

Discussion Summary: Mr. Henifin reviewed the [presentation](#) to be given at the annual informational meeting today highlighting objectives of the Consent Decree.

Attachment #7: [Presentation](#)

Public Comment: None



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14. **UNFINISHED BUSINESS**

Johnson et al. v City of Suffolk and HRSD (Oystermen) Litigation – Mr. Henifin said briefs have been filed in the Virginia Supreme Court. He will continue to provide updates to the Commission.

Watershed Implementation Plan (WIP III) Update – Mr. Henifin informed the Commission the State has posted a Notification of Intended Regulatory Action, which is the first step in developing regulations to support WIP III. The deadline for comments was extended. Staff is preparing comments which will be submitted before the next Commission meeting. Mr. Henifin summarized the comments HRSD will submit.

15. **NEW BUSINESS**

Mr. Henifin provided a brief legislative update on bills for spill notification, nutrient credits, and tax exemption for pollution abatement equipment.

The U.S. Water Alliance's Value of Water Campaign is sponsoring a presidential candidate infrastructure forum on February 16. Mr. Henifin asked the Commission to let Ms. Cascio know if there was interest in attending.

Mr. Henifin introduced Mr. Ed Mikhail, Senior Manager with SC&H who joined the HRSD internal audit team.

16. **COMMISSIONER COMMENTS – None**

17. **PUBLIC COMMENTS NOT RELATED TO AGENDA – None**



COMMISSION MEETING MINUTES
January 28, 2020

18. **INFORMATIONAL ITEMS**

Action: No action required.

Brief: The items listed below were presented for information.

- a. [Management Reports](#)
- b. [Strategic Planning Metrics Summary](#)
- c. [Effluent Summary \(Monthly and Annual\)](#)
- d. [Air Summary \(Monthly and Annual\)](#)

Attachment #7: [Informational Items](#)

Public Comment: None

Next Commission Meeting Date: February 25, 2019 at the HRSD South Shore Operations Complex, 1434 Air Rail Avenue, Virginia Beach, VA 23455

Meeting Adjourned: 11:03 a.m.

SUBMITTED:

Jennifer L. Cascio

Jennifer L. Cascio
Secretary

APPROVED:

Frederick N. Elofson

Frederick N. Elofson, CPA
Chair

HRSD COMMISSION MEETING MINUTES
JANUARY 28, 2020

ATTACHMENT #1

AGENDA ITEM 2. CONSENT AGENDA

CONSENT AGENDA ITEM 2.b.1. – January 28, 2020

Subject: Fleet Management Program
Contract Award (>\$200,000)

Recommended Action: Award a contract to Battlefield Ford in the amount of \$551,616.

CIP Project: GN017600

Budget	\$1,237,000
Previous Expenditures and Encumbrances	(\$231,328)
Available Balance	\$1,005,672

Type of Procurement: Competitive Bid

Bidder	Bid Amount
Battlefield Ford	\$551,616
Hall Automotive LLC DBA Hall Automotive	\$582,480

HRSD Estimate: \$620,000

Contract Description: This contract is an agreement for the purchase of 14 Ford vehicles to replace aging HRSD fleet vehicles. Vehicles include various types of utility trucks and cargo vans.

Project Description: This project will provide for replacement of aging fleet vehicles and the purchase of additional vehicles to meet the needs of the organization for the 2020 fiscal year.

Analysis of Cost: Costs are determined to be fair and reasonable based on the competitive solicitation results and previous pricing.

Schedule: Project Completion June 30, 2020

CONSENT AGENDA ITEM 2.c.1. – January 28, 2020

Subject: Elbow Road Pressure Reducing Station
Contract Award (>\$200,000) and Task Order (>\$200,000)

Recommended Actions:

- a. Award a contract to Shaw Construction Corp in the amount of \$5,297,000.
- b. Approve a task order for Kimley-Horn and Associates (KHA) in the amount of \$607,190.

CIP Project: CE011821

Budget	\$8,984,000
Previous Expenditures and Encumbrances	(\$926,367)
Available Balance	\$8,057,633

Type of Procurement: Competitive Bid

Bidder	Bid Amount
Shaw Construction Corp	\$5,297,000
Clark Construction, LLC	\$5,492,365
MEB General Contractors, Inc.	\$5,625,700
Bridgeman Civil, Inc.	\$5,686,800
Ulliman Schutte Construction, LLC	\$6,049,000
Crowder Construction Company	\$6,259,000
W.M. Schlosser Company, Inc.	\$6,488,000

Engineer's Estimate: \$5,957,800

Contract Status:	Amount
Original Contract with KHA	\$187,900
Total Value of Previous Task Orders	\$561,900
Requested Task Order	\$607,190
Total Value of All Task Orders	\$1,169,090
Revised Contract Value	\$1,356,990
Engineering Services as % of Construction	25.6%

Contract Description: In accordance with HRSD's competitive sealed bidding procedures, the Engineering Department advertised and solicited bids for potential bidders. The project was advertised on December 8, 2019 and seven bids were received on January 15, 2020. The design engineer, KHA, evaluated the bids and

recommends award to the lowest responsive and responsible bidder, Shaw Construction Corp, in the amount of \$5,297,000.

Project Description: This project will construct a Pressure Reducing Station (PRS) on Section A of the Elbow Road Interceptor Force Main (IFM) on Elbow Road in Chesapeake. HRSD purchased the land necessary to construct the proposed PRS in March 2019. The project is needed to provide reliable capacity and maintain HRSD pressure policy requirements when flow is diverted in support of the Chesapeake-Elizabeth Treatment Plant closure and for the Regional Wet Weather Management Plan (RWWMP). This project must be substantially complete by June 2021.

Task Order Description and Analysis of Cost: The task order for KHA will provide bid phase, contract administration, and construction inspection services. Discussions were held among KHA, HDR (consultant program manager) and HRSD staff to develop and review the project and scope of services. A fee of \$607,190 was negotiated, which will provide the required services.

The cost for this task order is based on 2,179 labor hours for bid phase and contract administration services at an average raw hourly labor rate of \$55.33. Construction inspection is based on an average raw hourly labor rate of \$35.42. The proposed amendment is approximately 11.2 percent of the estimated construction cost of \$5,297,000. This price is in agreement with historical costs for similar work from other firms.

<u>Schedule:</u>	PER	April 2017
	Design	March 2018
	Bid	December 2019
	Construction	February 2020
	Project Completion	June 2021

CONSENT AGENDA ITEM 2.c.2. – January 28, 2020

Subject: Patrick Henry Pump Station Interconnection Force Main
Contract Award (>\$200,000) and Task Order (>\$200,000)

Recommended Actions:

- a. Award a contract to Basic Construction Company, LLC in the amount of \$1,958,984.
- b. Approve a task order with Rummel, Klepper & Kahl, LLP (RK&K) in the amount of \$320,730.

CIP Project: JR011300

Budget	\$3,857,468
Previous Expenditures and Encumbrances	(\$284,886)
Available Balance	\$3,572,582

Type of Procurement: Competitive Bid

Bidder	Bid Amount
Basic Construction Company, LLC	\$1,958,984
Bridgeman Civil, Inc.	\$2,162,050
Garney Companies, Inc.	\$2,399,690
Tidewater Utility Construction, Inc.	\$4,777,777

Engineer Estimate: \$2,300,338

Contract Status:	Amount
Original Contract with RK&K	\$39,480
Total Value of Previous Task Orders	\$240,652
Requested Task Oder	\$320,730
Total Value of all Task Orders	\$561,382
Revised Contract Value	\$600,862
Engineering Services as % of Construction	31%

Project Description: This project will install approximately 2,000 linear feet of 18-inch force main (FM) from the Colony Area Interceptor Force Main (IFM) and the Oyster Point IFM to the Patrick Henry Pump Station.

Contract Description and Analysis of Cost: In accordance with HRSD's competitive sealed bidding procedures, the Engineering Department advertised and solicited bids

for potential bidders. The project was advertised on November 10, 2019 and four bids were received on December 18, 2019. The design engineer, RK&K, evaluated the bids and recommends award to the lowest responsive and responsible bidder, Basic Construction Company, LLC in the amount of \$1,958,984.

Task Order Description and Analysis of Cost: This task order will provide contract administration and construction inspection services. A meeting was held to discuss the project and scope of services. A fee of \$320,730 was negotiated with Rummel, Klepper & Kahl, LLC based upon the required construction administration and inspection hours. The contract administration cost of \$139,810 is 7.1 percent of the bid amount and construction inspection is \$150,920, which is 7.7 percent of the bid amount. The additional services are \$30,000 for material testing, earthwork testing and vibration monitoring if required. The cost of the task order is based upon an estimation of hours and rates to complete the work. The hours and rates are in comparable with past efforts on similar projects.

Schedule: Construction February 2020
Project Completion April 2021

CONSENT AGENDA ITEM 2.d.1. – January 28, 2020

Subject: Elizabeth River Crossing Reliability Improvements
Task Order (>\$200,000)

Recommended Action: Approve a task order with Rummel, Klepper & Kahl, LLP (RKK) in the amount of \$219,950.

CIP Project: VP018500

Budget	\$1,250,000
Previous Expenditures and Encumbrances	(\$111,011)
Available Balance	\$1,138,989

Contract Status:	Amount
Original Contract with RKK	\$99,533
Total Value of Previous Task Orders	\$0
Requested Task Order	\$219,950
Total Value of All Task Orders	\$219,950
Revised Contract Value	\$319,483
Engineering Services as % of Construction	21%

Project Description: This project will install two metering vaults and a bypass pump connection. One metering vault will replace the failed meter at Pinnars Point in Portsmouth and the other metering vault will be located on the opposite side of the Elizabeth River in Norfolk. An emergency pump connection will be installed at the Pinnars Point diversion structure and the existing structure will be demolished.

Task Order Description and Analysis of Cost: This task order will provide design and pre-construction services in accordance with the approved recommendations from the Technical Memorandum. The design will include a replacement flow and pressure meter vault and a second vault for pressure metering along with water quality monitoring on the opposite side of the Elizabeth River Crossing. A fee of \$219,950 was negotiated, which is based on hourly rates in RKK's annual services contract for Interceptor System Projects. The design fee is 21 percent of the estimated construction cost which is reasonable when compared to other similar projects.

Schedule:	Design	February 2020
	Bid	September 2020
	Construction	October 2020
	Project Completion	October 2021

CONSENT AGENDA ITEM 2.e.1. – January 28, 2020

Subject: Protective Coatings and Linings Rehabilitation of Virginia Initiative Plant
Secondary Clarifiers #2 and #5
Contract Change Order (>25% or \$50,000)

Recommended Action: Approve a change order with Town Hall Painting Corp. in the amount of \$12,854.

Contract Status:	Amount	Cumulative % of Contract
Original Contract with Town Hall Painting Corp.	\$233,500	
Total Value of Previous Change Orders	\$56,030	24%
Requested Change Order No. 7	\$12,854	
Total Value of All Change Orders	\$68,884	29.5%
Revised Contract Value	\$302,384	
Time (Additional Calendar Days)		0

Project Description: This contract is an agreement for the coating and rehabilitation of secondary clarifiers #2 and #5 at the Virginia Initiative Plant (VIP). The scope of work includes complete removal of the entire coating system and replacement of multiple deteriorated steel angles of the rake arm.

Change Order Description: This change order includes:

- modification to the original scope of work location from secondary clarifier #5 to secondary clarifier #1 due to more excessive deterioration in steel and subsequent inoperability of the clarifier for VIP,
- additional labor and supervision to replace the deteriorating steel rake arm support within secondary clarifier #1, and
- pressure washing, sandblasting and painting of steel gear boxes.

Analysis of Cost: The cost of this change order is based on the pre-negotiated per linear foot unit rates received from Town Hall Painting Corp. original bid.

CONSENT AGENDA ITEM 2.f.1. – January 28, 2020

Subject: Pointers Subdivision in West Point, Virginia
Transfer of Ownership of Sanitary Sewer Facilities

Recommended Action: Accept the transfer of ownership of sanitary sewer facilities associated with the Pointers Subdivision sewer extension in West Point to HRSD.

Brief: In accordance with the HRSD and Town of West Point Agreement dated January 6, 1999 and the [Facility Transfer Commission Adopted Policy](#), ownership of sanitary sewer facilities may be transferred to HRSD upon construction completion provided they are constructed to HRSD standards and within public right-of-way or appropriately recorded easements or on HRSD owned property. The Pointers Subdivision located at the intersection of Bagby Street and Pointers Drive in West Point is extending public sewer as part of the subdivision project. The new sewer has been designed and constructed according to HRSD standards and is located either within the public right-of-way or an HRSD easement. The assets to be conveyed to HRSD include approximately 1,335 feet of 8-inch gravity sewer main, nine sewer manholes, and associated appurtenances, including cleanouts. A [facility map](#) is provided for clarification purposes.

Funding Description: No funding required.



1.0 Purpose and Need

This policy establishes the requirements for transfer of sanitary sewer facilities. In certain circumstances, it may be in the best interest of HRSD, localities, private owners, and the Commonwealth to transfer ownership of sanitary sewer facilities.

2.0 Definitions

Collection System. A network of pipes, manholes, and pumping stations to convey sewage from individual properties to the regional interceptor system. Sewer service laterals on private property are not included.

Facility. One or more sanitary sewer assets but not a complete system.

Facility Transfer Agreement. Contract signed by HRSD and entity that describes the terms and conditions of the facility transfer.

HRSD Service Area. The area of sewer service that is defined through coordination with the localities that HRSD serves. The existing Service Area boundaries can be found on the HRSD website.

HRSD Territory. All territory lying within the boundaries of the counties and cities included in the District, including all territory lying within the boundaries of any town in a county unless otherwise specified.

Localities. Cities, Counties, and Towns located with the HRSD Service Area.

Regional Interceptor System. A network of gravity and/or force main pipes owned and operated by HRSD which convey sanitary sewer flow received from locality or HRSD pump stations to the HRSD treatment works.

Sanitary Sewer Asset. Any individual element of the sanitary sewer or treatment system. Sewer service laterals on private property are not considered to be a sanitary sewer asset.

Sanitary Sewer System. The collection system, the regional interceptor system, and the associated treatment works. Sewer service laterals on private property are not included.

Sewer Service Agreement. Contract signed by HRSD and entity that describes the terms and conditions required for HRSD to own and operate a sanitary sewer system.

Terminal Pump Station. Any pump station that connects to; (1) the regional interceptor system or; (2) to a collection system force main that ties into the regional interceptor system.

3.0 Guiding Principles

HRSD is responsible for ensuring adequate sewage treatment and conveyance capacity exists to meet the current and future sanitary sewer needs within the HRSD service area, and for operating and maintaining the sanitary sewer system, to protect public health and the environment.

To ensure protection of public health and the environment, it may be in the best interest of HRSD, localities, private owners, and the Commonwealth for HRSD to accept transfer of ownership and operation of government or private entity owned sanitary sewer facilities.

Likewise, on occasion it may be in the best interest of HRSD, localities, private owners, and the Commonwealth for HRSD to transfer ownership and operation of HRSD owned sanitary sewer facilities.

Generally, transfer of sanitary sewer facilities will be at the request of the owner of the facilities.

Ownership of sanitary sewer facilities entails assuming the long term liability of operating, maintaining, upgrading, and replacing the facilities. As such, HRSD shall not provide compensation to facility owners upon facility transfer.

4.0 Procedures

4.1 Transfer of Facilities to HRSD

Owners of sanitary sewer facilities desiring to transfer ownership of facilities to HRSD shall submit a request in writing signed by an authorized official.

4.1.1 Requirements

- A. Comply with the criteria described herein.
- B. Execute Sewer Service Agreement or Facility Transfer Agreement.

4.1.2 General Criteria

Facilities to be transferred to HRSD must meet the following criteria:

- A. Any piping, manholes, and associated sanitary sewer appurtenances shall be within a transferrable easement or within the public right of way.
- B. Pump stations, treatment works and other structures associated with the sanitary sewer system shall be on a dedicated parcel deeded to HRSD without lien or any other legal or physical encumbrances. All parcels shall be contiguous with an improved public right of way or with a dedicated ingress/egress easement. Where possible, additional land for buffer and future expansion shall be transferred to HRSD with the facility.

4.1.3 Real Property and Easement Criteria

Transfer of facilities will include the conveyance of all the real property associated with the facilities. The transfer will be by a general warranty fee simple deed in a format acceptable to HRSD's attorney.

Title to facilities shall be marketable and free and clear of any lien or encumbrance which, in the judgment of HRSD, has a materially adverse effect upon the right of HRSD to use such lands or property in the performance of the functions of HRSD or would preclude HRSD from obtaining owners title insurance on the facilities at market rates.

Conveyance of pipeline or similar infrastructure shall include assignment or grant of a perpetual easement to HRSD with defined rights for the maintenance and replacement of the infrastructure.

4.1.4 Transfer of Entire Sanitary Sewer Systems

- A. Government owned, existing systems: Existing sanitary sewer systems owned by a locality within the HRSD service area may be conveyed on a case-by-case basis with an approved Sewer Service Agreement. Facilities may be transferred "as-is." Facilities must be debt free. HRSD shall not compensate a locality for facilities transferred. All facilities shall meet the criteria herein prior to transfer of operational responsibilities.
- B. Privately owned, existing systems: Existing sewer systems owned by a private entity within the HRSD service area may be conveyed on a case-by-case basis with an approved Sewer Service Agreement. Facilities must be debt free. HRSD shall not compensate a private entity for facilities

transferred. All facilities shall meet the criteria herein prior to transfer of operational responsibilities.

4.1.5 Transfer of New Facilities

In addition to meeting the criteria herein, all new sanitary sewer system assets constructed on behalf of a public or private entity to be transferred to HRSD shall also meet the following criteria:

- A. The facilities shall be constructed according to HRSD's Design and Construction Standards and HRSD Sanitary Sewer Guidelines.
- B. All new facilities shall be warranted for one year from the date of transfer.

4.1.6 Transfer of Portions of Existing Sanitary Sewer Systems

In addition to meeting the criteria herein, public or private entities may request that HRSD assume ownership of portions of existing sanitary sewer facilities when the following criteria are met.

- A. Requests will be reviewed on a case by case basis by HRSD for operation and ownership transfer.
- B. Facilities will be transferred at no cost to HRSD with an approved Facility Transfer Agreement.
- C. Facilities proposed to be transferred to HRSD shall undergo a condition assessment review process by HRSD that may include record review and physical inspection. Facilities to be transferred to HRSD must be in good condition and have received adequate maintenance and repair. In cases where facilities are in need of repair or replacement, a cost sharing agreement will be negotiated and executed before HRSD assumes ownership.
- D. Pump station transfers shall include the first gravity manhole upstream of the station and the connecting gravity pipe.
- E. Pump station transfers shall include the force main, and all appurtenances from the station to the HRSD point of connection to the HRSD interceptor.



4.1.7 Collection Rates

HRSD will charge all connected users for services rendered in accordance with current rates and policies.

- A. Entire Collection System – HRSD will charge customers served by the transferred facilities the rates published in the HRSD Rate Schedule.
- B. Partial Collection System – HRSD will work with the public or private entity to recover costs for the operation and maintenance of the transferred facilities.

4.2 Transfer of HRSD Facilities

In certain circumstances, it may be in the best interest of HRSD, localities, private owners, and the Commonwealth for HRSD to transfer ownership of HRSD owned sanitary sewer facilities. These instances will be evaluated and negotiated on a case by case basis.

5.0 Responsibility and Authority

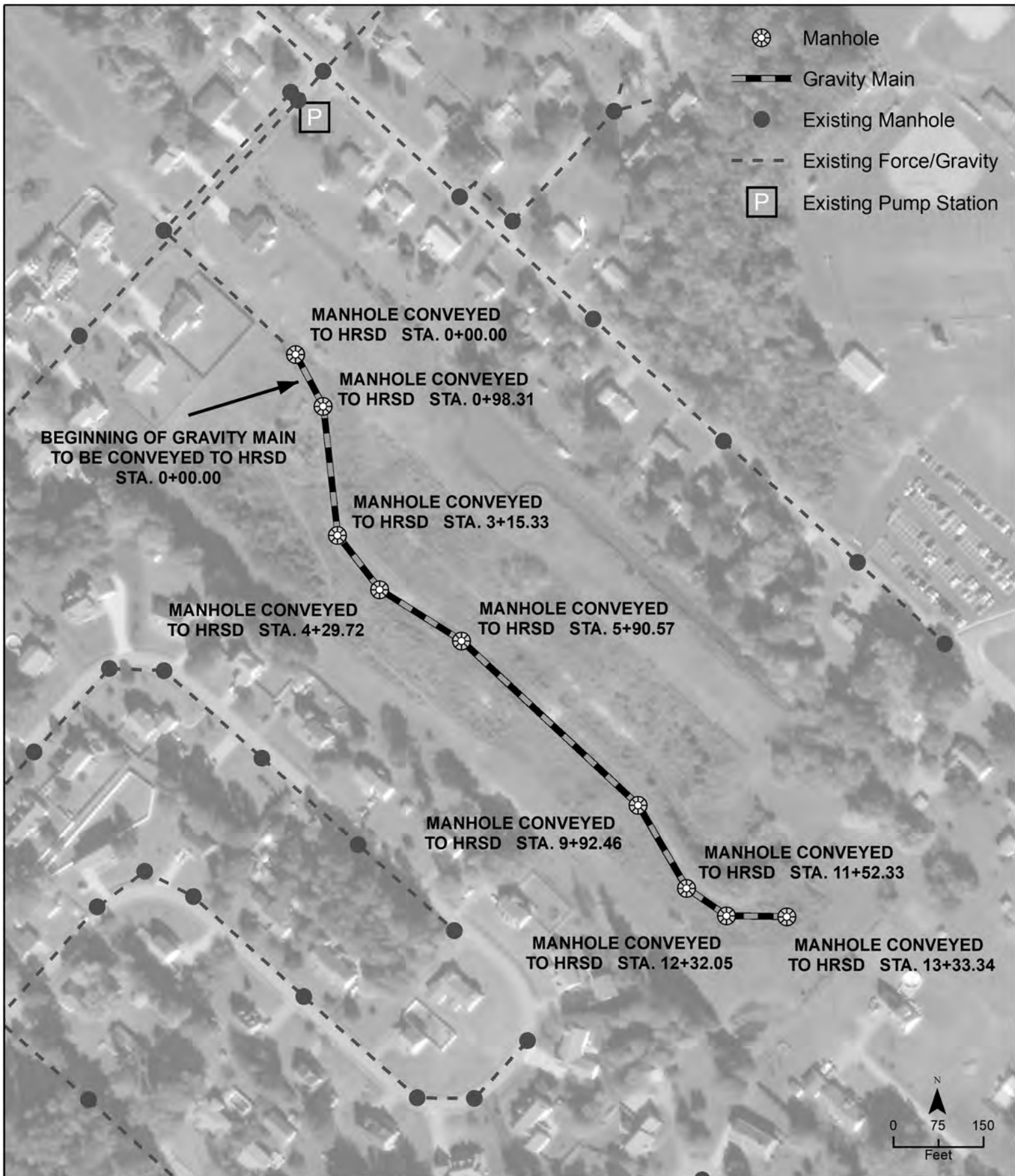
The Planning and Analysis Division of the Engineering Department and the Operations Department shall review and approve all facility transfers prior to recommending Commission consideration. All facility transfers must be presented to the Commission for approval.

The Planning and Analysis Division of the Engineering Department shall be responsible for regular reviews and updates to this policy.

This policy supersedes any previous policy or portion of policy related to transfer of facilities.

Approved:  _____ 9/30/19
Frederick N. Elofson, CPA Date
Commission Chair

Attest:  _____ 9/30/19
Jennifer L. Cascio Date
Commission Secretary



Hampton Roads Sanitation District
West Point, VA
Pointers Subdivision Gravity Extension

Exhibit A
January 2020

HRSD COMMISSION MEETING MINUTES
JANUARY 28, 2020

ATTACHMENT #2

AGENDA ITEM 3. EXPANSION OF HRSD TERRITORY

- [ACCOMACK RESOLUTION](#)
- [ACCOMACK PETITION](#)
- [NORTHAMPTON RESOLUTION](#)
- [NORTHAMPTON PETITION](#)



RESOLUTION

Approving the addition of the entire geographical boundary of the County of Accomack, Virginia, to the Hampton Roads Sanitation District

WHEREAS, Chapter 66 of the 1960 Acts of Assembly (as amended) validated the creation of Hampton Roads Sanitation District (hereinafter "HRSD"), managed and controlled by a commission, known as the Hampton Roads Sanitation District Commission (hereinafter the "Commission") and authorized and empowered the Commission to construct, improve, extend, maintain, repair and operate a sewer system among other related powers for the benefits of the inhabitants of the Commonwealth and for the promotion of their safety, health, welfare, convenience and prosperity; and

WHEREAS, at their meeting on October 23, 2018 the Commission approved a cost sharing agreement and in-kind support for the Eastern Shore Sanitary Sewer Transmission Force Main Study; and

WHEREAS, as a result of that study, representatives of Accomack County, along with other elected and appointed officials and interested citizens expressed interest in joining HRSD; and

WHEREAS, through a series of public meetings and informational sessions regarding HRSD policies and practices, the public and elected officials explored the benefits of joining HRSD; and

WHEREAS, the Board of Supervisors of Accomack County has adopted resolutions requesting they be included in the territory included within HRSD; and

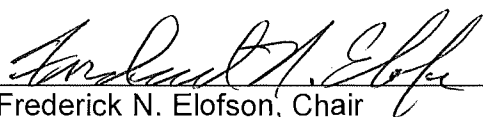
NOW, THEREFORE, BE IT RESOLVED, that the Commission has determined that the entire geographical area of the county of Accomack, Virginia, be added to the district in accordance with the procedures described in chapter 66 §48 of the 1960 acts of assembly; and

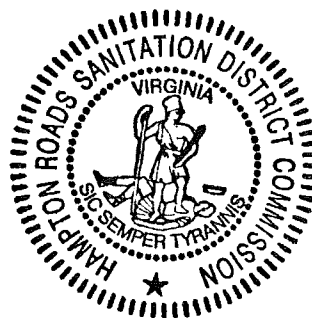
BE IT FURTHER RESOLVED, that the Commission directs the General Manager to employ counsel for the Commission to file the necessary documents in the Circuit Court for the County of Accomack to add the entire geographical boundary of the County of Accomack, Virginia, to said district pursuant to § 21-291.2 of the 1950 Code of Virginia, as amended, incorporating by reference chapter 66 § 48 of the 1960 acts of assembly, as amended.

This resolution shall take effect immediately upon its adoption.

Adopted by the HRSD Commission on the 28th day of January 2020.

The undersigned further certifies that the foregoing has been properly approved and adopted in accordance with all applicable requirements of the HRSD Commission.


Frederick N. Elofson, Chair



VIRGINIA: IN THE CIRCUIT COURT FOR THE COUNTY OF ACCOMACK

IN THE MATTER OF THE PETITION OF THE HAMPTON ROADS SANITATION DISTRICT COMMISSION, A POLITICAL SUBDIVISION OF THE COMMONWEALTH OF VIRGINIA, TO ADD THE ENTIRE GEOGRAPHICAL BOUNDARY OF THE COUNTY OF ACCOMACK, VIRGINIA TO SAID DISTRICT PURSUANT TO § 21-291.2 OF THE 1950 CODE OF VIRGINIA, AS AMENDED, INCORPORATING BY REFERENCE CHAPTER 66 OF THE 1960 ACTS OF ASSEMBLY, AS AMENDED.

CASE NO. CL20000186-00

Serve: County of Accomack, Virginia
Cela Burge, Esq., County Attorney
County Administration Bldg.
23296 Courthouse Avenue
Suite 103
Accomack, Virginia 23301

PETITION

COMES NOW the Petitioner, the Hampton Roads Sanitation District (“HRSD” or the “District”), through its duly appointed Commission (the “Commission”), by counsel, who represents to the Court as follows:

1. This Petition is filed pursuant to Chapter 66, § 48, of the 1960 Acts of Assembly as incorporated by reference in § 21-291.2 of the 1950 Code of Virginia, as amended;
2. HRSD was created by Chapter 66 of the 1960 Acts of Assembly, as amended (the “Enabling Act”), a copy of which is attached hereto as **Exhibit A**;
3. Pursuant to the Enabling Act, the functions, affairs and property of the District are managed and controlled by the Commission, consisting of eight members appointed by the Governor of the Commonwealth of Virginia;
4. The Commission desires that the entire geographical area of the County of Accomack, Virginia be added to the District.

5. The Commission, by resolution adopted at a regular meeting of said body on January 28, 2020 (the "Resolution"), authorized the General Manager of HRSD to employ counsel to prepare and file a Petition in the Circuit Court for the County of Accomack, to request a public hearing and subsequent Court Order pursuant to the aforesaid statutory law and Acts of Assembly of 1960 for the addition of that County to the District; a copy of the Resolution is attached hereto as **Exhibit B**;

WHEREFORE, your Petitioner respectfully prays that this Honorable Court accept the filing of this Petition and enter an Order of Publication fixing the date, hour, and place for a public hearing before this honorable Court on the question of the addition of the entire geographical area of Accomack to the Hampton Roads Sanitation District, which Order shall set forth a copy of the petition, excluding signatures, and shall describe the territory proposed to be added to the Hampton Roads Sanitation District, and to cause said Order to be published once a week for three (3) consecutive weeks in the Eastern Shore Post, a newspaper of general circulation in the area proposed to be added to the District, and to cause said Order to be posted in such public places within such area as shall be designated by the Court, provided such publication and postage shall occur not less than thirty (30) days prior to the date fixed for such hearing, and to further do all such things necessary to determine whether or not the said area should be added to the Hampton Roads Sanitation District. A proposed Order of Publication is attached hereto as **Exhibit C**.

HAMPTON ROADS SANITATION
DISTRICT COMMISSION

By:



Of Counsel

VIRGINIA: IN THE CIRCUIT COURT FOR THE COUNTY OF ACCOMACK

IN THE MATTER OF THE PETITION OF THE HAMPTON ROADS SANITATION DISTRICT COMMISSION, A POLITICAL SUBDIVISION OF THE COMMONWEALTH OF VIRGINIA, TO ADD THE ENTIRE GEOGRAPHICAL BOUNDARY OF THE COUNTY OF ACCOMACK, VIRGINIA TO SAID DISTRICT PURSUANT TO § 21-291.2 OF THE 1950 CODE OF VIRGINIA, AS AMENDED, INCORPORATING BY REFERENCE CHAPTER 66 OF THE 1960 ACTS OF ASSEMBLY, AS AMENDED.

CASE NO. 20CL186

ORDER OF PUBLICATION

This action comes before the Circuit Court for the County of Accomack on the Petition of the Hampton Roads Sanitation District to add to said District the entire geographic area of the County of Accomack, Virginia; a copy of which Petition is attached hereto.

UPON CONSIDERATION WHEREOF, it is hereby ORDERED that a public hearing shall be held in this Court on the 31st day of March, 2020 at 9:30 a.m./p.m. on the question of the addition of the entire geographical area of the County of Accomack to the Hampton Roads Sanitation District. At such hearing, the Court shall receive and hear any objections of interested persons to the addition of such territory to the District or to any defect in the Petition, and the Court may then or thereafter grant such petition with such modifications, if any, as it may deem advisable and which do not enlarge the territory proposed to be added to the District. All such objections shall be made in writing, in person or by attorney, and filed with the Court at or before the time or adjourned time of such hearing. Any such objections not so made shall be considered waived.

IT IS FURTHER ORDERED that this Order shall be published once a week for three (3) consecutive weeks in the Eastern Shore Post, a newspaper of general circulation in the area proposed to be added to the District, and shall also be posted in such public places within such area as shall be designated by this Court, the first of such publications and positing not to occur less than thirty (30) days prior to the date fixed hereby for a public hearing.

ENTERED THIS 11th day of Feb., 2020.

Caritta S. Duncan, Dy
Clerk for the Circuit Court for the
County of Accomack

Accomack County Circuit Court

I certify that the document in which this authentication is affixed is a true copy of a record filed in the Accomack County Circuit Court, Virginia.

TESTE: SAMUEL H. COOPER, JR.

630894

BY Caritta S. Duncan, Deputy Clerk



RESOLUTION

Approving the addition of the entire geographical boundary of the County of Northampton, Virginia, to the Hampton Roads Sanitation District

WHEREAS, Chapter 66 of the 1960 Acts of Assembly (as amended) validated the creation of Hampton Roads Sanitation District (hereinafter "HRSD"), managed and controlled by a commission, known as the Hampton Roads Sanitation District Commission (hereinafter the "Commission") and authorized and empowered the Commission to construct, improve, extend, maintain, repair and operate a sewer system among other related powers for the benefits of the inhabitants of the Commonwealth and for the promotion of their safety, health, welfare, convenience and prosperity; and

WHEREAS, at their meeting on October 23, 2018 the Commission approved a cost-sharing agreement and in-kind support for the Eastern Shore Sanitary Sewer Transmission Force Main Study; and

WHEREAS, as a result of that study, representatives of Northampton County, along with other elected and appointed officials and interested citizens expressed interest in joining HRSD; and

WHEREAS, through a series of public meetings and informational sessions regarding HRSD policies and practices, the public and elected officials explored the benefits of joining HRSD; and

WHEREAS, the Board of Supervisors of Northampton County has adopted resolutions requesting they be included in the territory included within HRSD; and


NOW, THEREFORE, BE IT RESOLVED, that the Commission has determined that the entire geographical area of the county of Northampton, Virginia, be added to the district in accordance with the procedures described in chapter 66 §48 of the 1960 acts of assembly; and

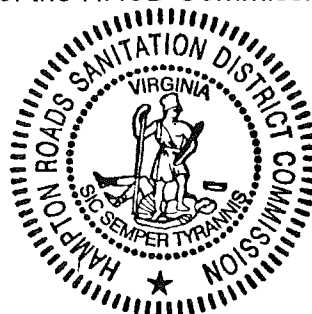
BE IT FURTHER RESOLVED, that the Commission directs the General Manager to employ counsel for the Commission to file the necessary documents in the Circuit Court for the County of Northampton to add the entire geographical boundary of the County of Northampton, Virginia, to said district pursuant to § 21-291.2 of the 1950 Code of Virginia, as amended, incorporating by reference chapter 66 § 48 of the 1960 acts of assembly, as amended.

This resolution shall take effect immediately upon its adoption.

Adopted by the HRSD Commission on the 28th day of January 2020.

The undersigned further certifies that the foregoing has been properly approved and adopted in accordance with all applicable requirements of the HRSD Commission.


Frederick N. Elofson, Chair



VIRGINIA: IN THE CIRCUIT COURT FOR THE COUNTY OF NORTHAMPTON

IN THE MATTER OF THE PETITION OF THE HAMPTON ROADS SANITATION DISTRICT COMMISSION, A POLITICAL SUBDIVISION OF THE COMMONWEALTH OF VIRGINIA, TO ADD THE ENTIRE GEOGRAPHICAL BOUNDARY OF THE COUNTY OF NORTHAMPTON, VIRGINIA TO SAID DISTRICT PURSUANT TO § 21-291.2 OF THE 1950 CODE OF VIRGINIA, AS AMENDED, INCORPORATING BY REFERENCE CHAPTER 66 OF THE 1960 ACTS OF ASSEMBLY, AS AMENDED.

CASE NO. CL20000073-00

Serve: County of Northampton, Virginia
Beverly P. Leatherbury, Esq.
County Attorney
5229 The Hornes
Eastville, Virginia 23347

PETITION

COMES NOW the Petitioner, the Hampton Roads Sanitation District (“HRSD” or the “District”), through its duly appointed Commission (the “Commission”), by counsel, who represents to the Court as follows:

1. This Petition is filed pursuant to Chapter 66, § 48, of the 1960 Acts of Assembly as incorporated by reference in § 21-291.2 of the 1950 Code of Virginia, as amended.
2. HRSD was created by Chapter 66 of the 1960 Acts of Assembly, as amended (the “Enabling Act”), a copy of which is attached hereto as **Exhibit A**.
3. Pursuant to the Enabling Act, the functions, affairs and property of the District are managed and controlled by the Commission, consisting of eight members appointed by the Governor of the Commonwealth of Virginia.
4. The Commission desires that the entire geographical area of the County of Northampton, Virginia be added to the District.

5. The Commission, by resolution adopted at a regular meeting of said body on January 28, 2020, (the "Resolution"), authorized the General Manager of HRSD to employ counsel to prepare and file a Petition in the Circuit Court for the County of Northampton, to request a public hearing and subsequent Court Order pursuant to the aforesaid statutory law and Acts of Assembly of 1960 for the addition of that County to the District; a copy of the Resolution is attached hereto as **Exhibit B**;

WHEREFORE, your Petitioner respectfully prays that this Honorable Court accept the filing of this Petition and enter an Order of Publication fixing the date, hour, and place for a public hearing before this honorable Court on the question of the addition of the entire geographical area of Northampton to the Hampton Roads Sanitation District, which Order shall set forth a copy of the petition, excluding signatures, and shall describe the territory proposed to be added to the Hampton Roads Sanitation District, and to cause said Order to be published once a week for three (3) consecutive weeks in the Eastern Shore Post, a newspaper of general circulation in the area proposed to be added to the District, and to cause said Order to be posted in such public places within such area as shall be designated by the Court, provided such publication and postage shall occur not less than thirty (30) days prior to the date fixed for such hearing, and to further do all such things necessary to determine whether or not the said area should be added to the Hampton Roads Sanitation District. A proposed Order of Publication is attached hereto as **Exhibit C**.

HAMPTON ROADS SANITATION
DISTRICT COMMISSION

By:



Of Counsel

VIRGINIA: IN THE CIRCUIT COURT FOR THE COUNTY OF NORTHAMPTON

IN THE MATTER OF THE PETITION OF THE HAMPTON ROADS SANITATION DISTRICT COMMISSION, A POLITICAL SUBDIVISION OF THE COMMONWEALTH OF VIRGINIA, TO ADD THE ENTIRE GEOGRAPHICAL BOUNDARY OF THE COUNTY OF NORTHAMPTON, VIRGINIA TO SAID DISTRICT PURSUANT TO § 21-291.2 OF THE 1950 CODE OF VIRGINIA, AS AMENDED, INCORPORATING BY REFERENCE CHAPTER 66 OF THE 1960 ACTS OF ASSEMBLY, AS AMENDED.

CASE NO. CL 20-73-00

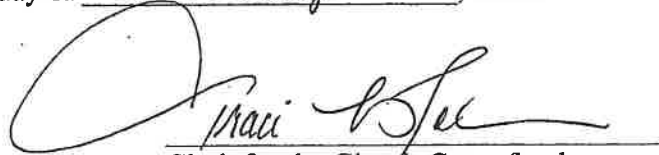
ORDER OF PUBLICATION

This action comes before the Circuit Court for the County of Northampton on the Petition of the Hampton Roads Sanitation District to add to said District the entire geographic area of the County of Northampton, Virginia; a copy of which Petition is attached hereto.

UPON CONSIDERATION WHEREOF, it is hereby ORDERED that a public hearing shall be held in this Court on the 30th day of March, 2020 at 9:30 a.m./p.m. on the question of the addition of the entire geographical area of the County of Northampton to the Hampton Roads Sanitation District. At such hearing, the Court shall receive and hear any objections of interested persons to the addition of such territory to the District or to any defect in the Petition; and the Court may then or thereafter grant such petition with such modifications, if any, as it may deem advisable and which do not enlarge the territory proposed to be added to the District. All such objections shall be made in writing, in person or by attorney, and filed with the Court at or before the time or adjourned time of such hearing. Any such objections not so made shall be considered waived.

IT IS FURTHER ORDERED that this Order shall be published once a week for three (3) consecutive weeks in the Eastern Shore Post, a newspaper of general circulation in the area proposed to be added to the District, and shall also be posted in such public places within such area as shall be designated by this Court, the first of such publications and posting not to occur less than thirty (30) days prior to the date fixed hereby for a public hearing.

ENTERED THIS 6th day of February, 2020.



Clerk for the Circuit Court for the
County of Northampton

585205 (11711.640)

Northampton Co. Circuit Court
I certify that the document to which this authentication
is affixed is a true copy of a record in the
Northampton County Circuit Court,
that I have custody of that record and
I am the custodian of that record.

A TRUE COPY.

TESTE: TRACI L. JOHNSON, CLERK

By: , Deputy Clerk

**HAMPTON ROADS SANITATION DISTRICT COMMISSION
ENABLING ACT**

Created: 1934 Acts of Assembly, c. 244 as Hampton Roads Sewage Disposal Commission
Repealed: 1938 Acts of Assembly, c. 334; 1940 Acts of Assembly, c. 407

Created: 1936 Acts of Assembly, c. 353
Repealed: 1938 Acts of Assembly, c. 334; 1940 Acts of Assembly, c. 407

Created: 1938 Acts of Assembly, c. 334 as Hampton Roads Sanitation Commission
Repealed: 1940 Acts of Assembly, c. 407

Created: 1940 Acts of Assembly, c. 407
Amended: 1946 Acts of Assembly, c. 353 Added § 4-b
1956 Acts of Assembly, c. 471 Amended § 4
Repealed: 1960 Acts of Assembly, c. 66

Created: 1960 Acts of Assembly, c. 66
Amended: 1962 Acts of Assembly, c. 584 Amended § 11
1964 Acts of Assembly, c. 520 Amended § 45
1974 Acts of Assembly, c. 112 Amended §2
1976 Acts of Assembly, c. 637 Amended § 2
1977 Acts of Assembly, c. 271 Repealed § 20
1987 Acts of Assembly, c. 30 Amended § 2
1989 Acts of Assembly, c. 350 Amended § 2
1990 Acts of Assembly, c. 153 Amended § 10
1998 Acts of Assembly, c. 210 Amended §§ 1, 2
2004 Acts of Assembly, c. 120 Amended §§ 1 thru 6, 10, 11, 13, 22, 32, 45, 48, 49
2008 Acts of Assembly, c. 574 Amended §§8, 29, 35, 45
2012 Acts of Assembly, c. 724 Amended §§4, 8 thru 10, 12-13, 21, 40
2017 Acts of Assembly, c. 218 Amended §§ 1 and 2

COMPILED BY: HAMPTON ROADS SANITATION DISTRICT
1434 Air Rail Avenue
Virginia Beach, Virginia 23455

REVISED: March 2017
Amendments effective through Virginia Acts of Assembly-2017Session

FOR NON-JUDICIAL USE ONLY -- FOR JUDICIAL USE SEE ACTS OF ASSEMBLY

**HAMPTON ROADS SANITATION DISTRICT COMMISSION
ENABLING ACT**

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**HAMPTON ROADS SANITATION DISTRICT COMMISSION
ENABLING ACT**

An Act validating the creation of the Hampton Roads Sanitation District, the appointment of the present members of the Hampton Roads Sanitation District Commission and all outstanding bonds issued by the Commission; authorizing the Commission to construct, improve, extend, maintain, repair and operate a sewerage system, to issue revenue bonds, notes or other obligations of the District, payable solely from the special funds provided by this act, for any of its authorized purposes, and to fix, revise, charge and collect rates, fees and other charges for the use of the sewerage system; providing that such obligations and such charges are subject to the approval of the State Corporation Commission; providing for the collection and enforcement of such charges; granting to the Commission power to acquire necessary real and personal property and to exercise the right of eminent domain; authorizing the Commission to restrain, enjoin or otherwise prevent the pollution of any waters within the District; providing that no debt of the Commonwealth or of any political subdivision thereof shall be incurred in the exercise of any of the powers granted by this act; exempting from taxes and assessments such sewerage system and such obligations and the income therefrom; providing for the addition of territory to the District; describing the powers and duties of the Commission in connection with the foregoing and the rights and remedies of the holders of such obligations issued under the provisions of this act; and to repeal certain acts. (1960, c. 66)

**HAMPTON ROADS SANITATION DISTRICT COMMISSION
ENABLING ACT**

As Amended through Virginia Acts of Assembly -- 2017 Session

Be it enacted by the General Assembly of Virginia:

§ 1. The creation of the Hampton Roads Sanitation District is hereby ratified, validated and confirmed, and said District shall embrace all the territory within the Cities of Chesapeake, Hampton, Newport News, Norfolk, Poquoson, Portsmouth, Suffolk, Virginia Beach and Williamsburg; the Counties of Gloucester, Isle of Wight, James City, King and Queen, King William, Mathews, Middlesex and York; the County of Surry, excluding the Town of Claremont; and the Town of Urbanna. Territory may be added to the District as hereinafter provided in this act.

For the purpose of this section the territory of a county included within the District shall include all the territory lying within the boundaries of any town in the county unless otherwise specified.

Said District shall constitute a political subdivision of the Commonwealth established as a governmental instrumentality to provide for the public health and welfare. (1960, c. 66; 1998, c. 210; 2004, c. 120)

§ 2. The functions, affairs and property of the Hampton Roads Sanitation District shall be managed and controlled by a commission, known as the "Hampton Roads Sanitation District Commission," consisting of eight members appointed by the Governor. The Commission and the term of each such member shall continue until his successor shall be duly appointed and qualified. The successor of each such member shall be appointed for a term of four years and until his successor shall be duly appointed and qualified, except that any person appointed to fill a vacancy shall serve only for the unexpired term. Any member of the Commission shall be eligible for reappointment without limitation as to the number of terms that may be served. Members of the Commission may be suspended or removed by the Governor at his pleasure.

At the time of their appointment, one of the members of the Commission, and each of his successors, shall be residents of the territory in the District within the City of Norfolk, one of the members, and each of his successors, shall be residents of the territory in the District within the City of Virginia Beach, one of the members, and each of his successors, shall be residents of the territory in the District within the City of Newport News, one of the members, and each of his successors, shall be residents of the territory in the District within the City of Hampton, one of the members, and each of his successors, shall be residents of the territory in the District within the City of Chesapeake, one of the members, and each of his successors, shall be residents of the territory in the District within the City of Suffolk or Isle of Wight County, or Surry County, one of the members, and each of his successors, shall be residents of the territory in the District within the City of Williamsburg or James City County or York County or the City of Poquoson or Gloucester County or King William County or Mathews County or Middlesex County or the Town of Urbanna, or King and Queen County, and one of the members, and each of his successors, shall be residents of the territory in the District within the City of Portsmouth. Any member who shall cease to reside within the territory from which he was appointed shall thereupon be disqualified from holding office as a member of the Commission and the vacancy thus created shall be filled by appointment by the Governor for the balance of the unexpired term. (1960, c. 66; 1974, c. 112; 1976, c. 637; 1987, c. 30; 1989, c. 350; 1998, c. 210; 2004, c. 120)

**HAMPTON ROADS SANITATION DISTRICT COMMISSION
ENABLING ACT**

§ 3. The Commission shall annually elect one of its members as chairman and another as vice chairman. The Commission shall appoint a secretary, who may or may not be a member of the Commission, and a treasurer, who shall not be a member of the Commission. The compensation of the secretary and of the treasurer shall be fixed by the Commission. The secretary and the treasurer shall serve at the pleasure of the Commission.

The secretary shall keep a record of the proceedings of the Commission and shall be custodian of all books, documents and papers filed with the Commission and of the minute book or journal of the Commission and of its official seal. He shall have authority to cause copies to be made of all minutes and other records and documents of the Commission and to give certificates under the official seal of the Commission to the effect that such copies are true copies, and all persons dealing with the Commission may rely upon such certificates.

Four members of the Commission shall constitute a quorum and the affirmative vote of four members shall be necessary for any action taken by the Commission. No vacancy in the membership of the Commission shall impair the right of a quorum to exercise all the rights and perform all the duties of the Commission. (1960, c. 66; 2004, c. 120)

§ 4. Each member of the Commission shall, before entering upon the discharge of his duties, take and subscribe the oath of office required by Article II, § 7, Constitution of Virginia (1971). Each such Commissioner shall be covered by a public official's liability policy in the amount of at least \$1,000,000. The premium of such insurance policies shall be paid by the Commission. (1960, c. 66; 2004, c. 120; 2012, c. 724)

§ 5. The members of the Commission shall receive no salary, but shall be paid their necessary traveling and other expenses incurred in attendance upon meetings of the Commission or while otherwise engaged in the discharge of their duties and the same sum per diem for each day or portion thereof in which they are engaged in the performance of such duties as is paid the members of the Commonwealth Transportation Board. (1960, c. 66; 2004, c. 120)

§ 6. Regular meetings of the Commission shall be held at least once every month at such time and place as the Commission shall from time to time prescribe. Special meetings of the Commission shall be held upon such notice as required by the Virginia Freedom of Information Act. (1960, c. 66; 2004, c. 120)

§ 7. All bonds heretofore issued by the Commission which are now outstanding are hereby ratified, validated and confirmed, and all acts and proceedings heretofore taken in connection with the authorization and issuance of said bonds are hereby ratified, validated and confirmed and said bonds shall constitute valid obligations of the District. (1960, c. 66)

§ 8. As used in this act the following words and terms shall have the following meanings, unless the context shall indicate another or different meaning or intent:

(a) The word "District" means the Hampton Roads Sanitation District hereinabove mentioned.

(b) The word "Commission" means the Hampton Roads Sanitation District Commission hereinabove mentioned, or if said Commission shall be abolished, the

**HAMPTON ROADS SANITATION DISTRICT COMMISSION
ENABLING ACT**

board, body, commission or agency succeeding to the principal functions thereof or upon whom the powers given by this act to said Commission shall be conferred by law.

(c) The word "sewage" means the water-carried wastes created in and carried, or to be carried, away from residences, hotels, schools, hospitals, industrial establishments, commercial establishments or any other private or public building, together with such industrial wastes as may be present.

(d) The term "industrial wastes" means liquid or other wastes resulting from any processes of industry, manufacture, trade or business or from the development of any natural resource.

(e) The term "sewage disposal system" means and shall include any plant, system, facility or property used or useful or having the present capacity for future use in connection with the collection, treatment, purification or disposal of sewage, including industrial wastes, or any integral part thereof, and, without limiting the generality of the foregoing definition, shall embrace treatment plants, pumping stations, intercepting sewers, force mains, gravity mains, laterals, reclaimed water distribution lines and all necessary appurtenances and equipment, and shall include all lands, property, rights, rights of way, easements and franchises relating to any such system and deemed necessary or convenient for the operation thereof.

(f) The term "sewer improvements" shall embrace sewer mains and laterals for the reception of sewage from premises connected therewith and carrying such sewage to a sewage disposal system.

(g) The term "sewerage system" shall embrace sewage disposal systems, sewer improvements and all other real and personal property operated by the Commission for the purposes of this act.

(h) The word "cost" as applied to a sewage disposal system or to extensions or additions thereto or to sewer improvements shall include the cost of construction, the cost of all labor, materials, machinery and equipment, the cost of all lands, property, rights, rights of way, easements and franchises acquired, financing charges, interest prior to and during construction and, if deemed advisable by the Commission, for one year after completion of construction, cost of plans and specifications, surveys and estimates of cost and of revenues, cost of engineering and legal services, provisions for working capital and a reserve for interest, and all other expenses necessary or incident to determining the feasibility or practicability of such construction, administrative expense and such other expenses as may be necessary or incident to the financing herein authorized.

(i) The word "owner" shall include all individuals, copartnerships, limited liability companies, associations and corporations and also counties, cities, towns and other political subdivisions and all public agencies and instrumentalities.

(j) The word "bonds" or the words "revenue bonds" shall embrace revenue bonds, notes and other obligations of the District issued under the provisions of this act.

(k) The word "pollution" means the condition of water resulting directly or indirectly from any of the following acts:

- (1) contaminating such water;
- (2) rendering such water unclean or impure;
- (3) rendering such water injurious to public health, or unfit for public use;
- (4) rendering such water harmful for cattle, stock or other animals;
- (5) rendering such water deleterious to, or unfit for, fish or shellfish, or fish or

**HAMPTON ROADS SANITATION DISTRICT COMMISSION
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shellfish propagation, or aquatic animals, or plant life in such water;

(6) rendering such water unfit for commercial use; or

(7) rendering such water harmful to fish or shellfish used for human consumption.

(1960, c. 66; 2008, c. 574; 2012, c. 724)

§ 9. Revenue bonds issued under the provisions of this act shall not be deemed to constitute a debt of the Commonwealth of Virginia or of any county, city, town or political subdivision thereof, or a pledge of the faith and credit of the Commonwealth or of any county, city, town or political subdivision thereof, but such bonds shall be payable solely from the funds herein provided therefor from revenues. The issuance of revenue bonds under the provisions of this act shall not directly or indirectly or contingently obligate the Commonwealth or any county, city, town or political subdivision thereof to levy or to pledge any form of taxation whatever therefor. The text of such revenue bonds shall contain a statement substantially to the foregoing effect.

All expenses incurred in carrying out the provisions of this act shall be payable solely from funds provided under the provisions of this act and no liability or obligation shall be incurred by the Commission hereunder beyond the extent to which moneys shall have been provided under the provisions of this act. (1960, c. 66; 2012, c. 724)

§ 10. The Commission is hereby authorized and empowered:

(a) to adopt bylaws and to make rules and regulations for the management of its affairs and the conduct of its business;

(b) to adopt an official seal and alter the same at pleasure;

(c) to sue and to be sued;

(d) to construct, and to improve, extend, enlarge, reconstruct, maintain, equip, repair and operate a sewage disposal system or systems, enter within or without or partly within and partly without the corporate limits of the District, and to construct sewer improvements within the corporate limits of the District;

(e) to issue revenue bonds, notes or other obligations of the District for any of its authorized purposes, payable solely from the special funds provided under the authority of this act and pledged for their payment, all as provided in this act;

(f) to fix and collect rates, fees and other charges for the services and facilities furnished by any such sewage disposal system or sewer improvements, and to fix and collect charges for making connections with any such system or improvements;

(g) to acquire in the name of the District, either by purchase, lease, grant, or the exercise of the right of eminent domain, such lands, structures, property, rights, rights of way, easements, franchises and other interests in or relating to lands, including lands under water and riparian rights, and to acquire such personal property, as it may deem necessary in connection with the construction, improvement, extension, enlargement or operation of any sewage disposal system or sewer improvements, and to hold and dispose of all real and personal property under its control;

(h) to employ, in its discretion, consulting engineers, attorneys, accountants, construction and financial experts, managers, and such other officers, employees and agents as may be necessary in its judgment, and to fix their compensation;

**HAMPTON ROADS SANITATION DISTRICT COMMISSION
ENABLING ACT**

(i) to exercise jurisdiction, control and supervision over any sewage disposal system or systems or sewer improvements operated or maintained by the Commission and to make and enforce such rules and regulations for the maintenance and operation of any such sewage disposal system or systems or sewer improvements as may, in the judgment of the Commission, be necessary or desirable for the efficient operation of any such system or improvements and for accomplishing the purposes of this act;

(j) to enter on any lands, water or premises located within or without the District to make surveys, borings, soundings or examinations for the purposes of this act;

(k) to construct and operate trunk, intercepting or outlet sewers, sewer mains, laterals, conduits or pipelines in, along or under any streets, alleys, highways or other public places within or without the District; in so constructing its facilities, it shall see that the public use of such streets, alleys, highways, and other public places is not unnecessarily interrupted or interfered with and that such streets, alleys, highways and other public places are restored to their former usefulness and condition within a reasonable time; to this end the Commission shall cooperate with the Commonwealth Transportation Board and the appropriate officers of the respective counties, cities and towns having an interest in such matters;

(l) to restrain, enjoin or otherwise prevent any county, city, town or political subdivision and any person or corporation, public or private, from discharging into any waters within the District, any sewage, industrial wastes or other refuse which would contribute or tend to contribute to the pollution of such waters, and to restrain, enjoin or otherwise prevent the violation of any provision of this act or of any resolution, rule or regulation adopted pursuant to the powers granted by this act;

(m) to use and connect with any sewage disposal system or sewer improvement within the District and, if deemed necessary by the Commission to close off and seal any outlets and outfalls therefrom;

(n) subject to such provisions and restrictions as may be set forth in the resolution authorizing any revenue bonds or in the trust agreement hereinafter mentioned securing the same, to enter into contracts with the United States of America or any agency or instrumentality thereof, or with any county, city, town or political subdivision or any sanitary district, private corporation, copartnership, association or individual providing for or relating to the treatment and disposal of sewage;

(o) to receive and accept from the United States of America or any agency or instrumentality thereof grants for or in aid of the planning, construction or financing of any sewage disposal system or sewer improvements, and to receive and accept contributions from any source of either money, property, labor or other things of value, to be held, used and applied only for the purposes for which such grants and contributions may be made;

(p) to make and enter into all contracts and agreements necessary or incidental to the performance of its duties and the execution of its powers under this act;

(q) to do and perform any acts and things authorized by this act under, through or by means of its own officers, agents and employees, or by contracts with any persons;

(r) to execute any and all instruments and do and perform any and all acts or things necessary, convenient or desirable for the purposes of the Commission or to carry out the powers expressly given in this act; and

(s) to seek civil penalties or civil charges against owners who have been charged with violation of or found to be in violation of the pretreatment standards incorporated in

**HAMPTON ROADS SANITATION DISTRICT COMMISSION
ENABLING ACT**

the permit or other requirements of the District's approved industrial waste control program. The penalties which the District may seek, and the procedures to be followed by the District, shall be the same as those set forth for the State Water Control Board, as set forth in § 62.1-44.32 of the Code of Virginia.

1. For purposes of this subsection, the term "owner" shall include the definition contained in subsection (i) of § 8 and, in addition, any corporate officer designated in the permit issued by the District, if any.

2. With the consent of any owner who has violated a provision of this subsection, or is charged by the District with having violated the provision of this subsection, the District may provide, in an order issued by it against such owner, for the payment of civil charges for such violations in specific sums not to exceed those set forth in § [62.1-44.32](#) of the Code of Virginia for each violation. Each day of violation shall constitute a separate offense. Such civil charges shall be instead of any appropriate civil or criminal penalty imposed under the provisions of this subsection. (1960, c. 66; 1990, c. 153; 2004, c. 120; 2012, c. 724)

§ 11. (a) The Commission is hereby authorized and empowered to acquire by purchase, lease, grant or conveyance such lands, structures, property, rights, rights of way, easements, franchises and other interests in or relating to lands, including lands lying under water and riparian rights, as it may deem necessary or convenient for the construction and operation of any sewage disposal system or sewer improvements, upon such terms and at such prices as may be considered by it to be reasonable and can be agreed upon between it and the owner thereof.

All public agencies and commissions of the Commonwealth with the approval of the Governor and all counties, cities, towns and political subdivisions, notwithstanding any contrary provision of law, are hereby authorized and empowered to lease, lend, grant or convey to the District at the request of the Commission upon such terms and conditions as may be mutually agreed upon, without the necessity for any advertisement, order of court or other action or formality, any real property which may be necessary or convenient to the effectuation of the authorized purposes of the Commission, including public highways and other real property already devoted to public use.

(b) The Commission is also hereby authorized and empowered to acquire by condemnation or eminent domain such lands, structures, property rights, rights-of-way, easements, franchises and other interests in or relating to lands, including lands lying under water and riparian rights, deemed necessary or convenient for the construction and operation of any sewage disposal system or sewer improvements. The powers of condemnation or eminent domain conferred on the Commission by this act shall be exercised by the Commission pursuant to the provisions of Title 25.1, Chapter 1 through 4, inclusive, of the Code of Virginia, 1950, as now enacted or as hereafter amended or reenacted; provided, however, that the Commission may proceed pursuant to the provisions of Article 7 (§ [33.1-89](#) et seq.) of Chapter 1 of Title 33.1 of the Code of Virginia, 1950, as enacted or as hereafter amended or reenacted, for the procurement of rights of way for sewer lines and sites for pumping stations.

(c) Title to any property acquired by the Commission shall be taken in the name of the District.

(d) The Commonwealth with the approval of the Governor hereby consents to the use of any lands or property owned by the Commonwealth, including lands lying under

**HAMPTON ROADS SANITATION DISTRICT COMMISSION
ENABLING ACT**

water, which are deemed by the Commission to be necessary for the construction or operation of any sewage disposal system or sewer improvements. (1960, c. 66; 1962, c. 584; 2004, c. 120)

§ 12. The Commission is hereby authorized to provide by resolution for the issuance, at one time or from time to time, of revenue bonds of the District for any one or more of the following purposes:

(a) refunding any bonds heretofore issued by the Commission and any revenue bonds, notes and other obligations issued under the provisions of this act and then outstanding, including the payment of any redemption premium thereon and any interest accrued or to accrue to the date of redemption thereof; provided, however, that no bonds issued after the effective date of this act shall be refunded at a net interest cost exceeding that of such bonds to be refunded unless, prior to the issuance of such refunding bonds, the Commission shall have determined that the issuance of such refunding bonds will be in the best interests of the District,

(b) paying the cost of a sewage disposal system or systems,

(c) paying the cost of extensions and additions thereto, and

(d) paying the cost of sewer improvements. (1960, c. 66; 2012, c. 724)

§ 13. The principal of and the interest on revenue bonds issued under the provisions of this act shall be payable solely from the funds therein provided for such payment. The bonds of each issue shall be dated, shall mature at such time or times not exceeding 40 years from their date or dates, as may be determined by the Commission, shall bear interest at such time or times and at such rate or rates as may be determined by the Commission, and may be made redeemable before maturity, at the option of the Commission, at such price or prices and under such terms and conditions as may be fixed by the Commission prior to the issuance of the bonds. The Commission shall determine the form and the manner of execution of the bonds, including any interest coupons to be attached thereto, and shall fix the denomination or denominations of the bonds and the place or places of payment of principal and interest, which may be at any bank or trust company within or without the Commonwealth. In case any officer whose signature or a facsimile of whose signature shall appear on any bonds or coupons shall cease to be such officer before the delivery of such bonds, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes the same as if he had remained in office until such delivery, and any bond may bear the facsimile signature of, or may be signed by, such person or persons as at the actual time of the execution of such bond shall be the proper officer or officers to sign such bond although at the date of such bond such person or persons may not have been such officer or officers. The bonds may be issued in coupon or in registered form, or both, as the Commission may determine, and provision may be made for the registration of any coupon bonds as to principal alone and also as to both principal and interest, for the reconversion into coupon bonds of any bonds registered as to both principal and interest, and for the interchange of registered and coupon bonds. The Commission may sell such bonds in such manner, either at public or private sale, and for such price, as it may determine to be for the best interests of the District. (1960, c. 66; 2004, c. 120; 2012, c. 724)

§ 14. The proceeds of the bonds shall be disbursed in such manner and under such restrictions, if any, as the Commission may provide in the resolution authorizing the issuance of such bonds or in the trust agreement hereinafter mentioned securing

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the same. Such resolution or trust agreement may also contain such limitations upon the issuance of additional revenue bonds, and such provisions for accelerating the maturities of the bonds in the event of a default and for amending or supplementing such resolution or trust agreement, as the Commission may deem proper. (1960, c. 66)

§ 15. Prior to the preparation of definitive bonds, the Commission may, under like restrictions, issue interim receipts or temporary bonds, with or without coupons, exchangeable for definitive bonds when such bonds shall have been executed and are available for delivery. The Commission may also provide for the replacement of any bonds which shall become mutilated or shall be destroyed or lost. (1960, c. 66)

§ 16. Except as hereinafter provided in this act, bonds may be issued under the provisions of this act without obtaining the consent or approval of any department, division, commission, board, bureau or agency of the Commonwealth or of any district or other political subdivision of the Commonwealth, and without any other proceedings or the happening of any other conditions or things than those proceedings, conditions or things which are specifically required by this act. (1960, c. 66)

§ 17. It shall not be necessary to secure the approval by a majority vote of the qualified voters of the District voting in an election on the question of the issuance of any of such revenue bonds, and none of the limitations, restrictions or conditions which are contained in any other law on the amount of bonds or the manner of issuing bonds shall be applicable to revenue bonds issued under the provisions of this act. (1960, c. 66)

§ 18. Neither the members of the Commission nor any person executing any bonds or temporary bonds shall be liable personally on the bonds or temporary bonds or be subject to any personal liability or accountability by reason of the issuance thereof. (1960, c. 66)

§ 19. In addition to all other powers granted to the Commission by this act, the Commission is hereby authorized and empowered to provide for the issuance at one time or from time to time of notes or other obligations of the District, payable solely from revenues or other funds of the District, for any of its authorized purposes. All the provisions of this act which relate to bonds or revenue bonds shall apply to such notes or other obligations in so far as such provisions may be appropriate. (1960, c. 66)

§ 20. Repealed. (1960, c. 66; repealed 1977, c. 271)

§ 21. In the discretion of the Commission the revenue bonds of any issue may be secured by a trust agreement by and between the Commission and a corporate trustee, which may be any trust company or bank having the powers of a trust company within or without the Commonwealth. Any such trust agreement or the resolution providing for the issuance of such bonds may pledge or assign the revenues to be received, but shall not convey or mortgage any sewage disposal system or sewer improvements or any part thereof. Any such trust agreement or resolution providing for the issuance of such bonds may contain such provisions for protecting and enforcing the rights and remedies of the bondholders as may be reasonable and proper and not in violation of law, including covenants setting forth the duties of the Commission in relation to the acquisition of property and the construction, improvement, extension, enlargement, reconstruction, maintenance, equipment, repair, operation and insurance of the properties of the District, and the custody, safeguarding and application of all moneys. Any such trust agreement may provide for or permit the issuance of additional bonds from time to time for the further extension of the sewerage system. If the Commission

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issues bonds that may be tendered for purchase by the holders thereof, any such trust agreement may provide that, for all purposes of the laws of the Commonwealth, the indebtedness of the District evidenced by such bonds shall not be deemed extinguished upon the purchase thereof by the District unless such bonds are delivered by the District to the trustee under such trust agreement with written instructions to cancel such bonds. It shall be lawful for any bank or trust company incorporated under the laws of the Commonwealth which may act as depository of the proceeds of bonds or of revenues to furnish such indemnifying bonds or to pledge such securities as may be required by the Commission. Any such trust agreement may set forth the rights and remedies of the bondholders and of the trustee, and may restrict the individual right of action by bondholders. In addition to the foregoing, any such trust agreement or resolution may contain such other provisions as the Commission may deem reasonable and proper for the security of the bondholders. All expenses incurred in carrying out the provisions of any such trust agreement or resolution may be treated as a part of the cost of operation.

No such trust agreement or resolution need be filed or recorded except in the records of the Commission. (1960, c. 66; 2012, c. 724)

§ 22. The Commission may, in the resolution providing for the issuance of revenue bonds or in the trust agreement securing the same, covenant to fix the rates, fees and other charges for the use of, and for the services and facilities furnished or to be furnished by, the sewage disposal system or systems and the sewer improvements, if any, for which such bonds are to be issued, to be paid by the owner, tenant or occupant of each lot or parcel of land which may be connected with or may use any such sewage disposal system or sewer improvements. The Commission may revise such rates, fees and charges from time to time. Such rates, fees and charges shall be so fixed and revised as to provide funds, with other funds available for such purposes, sufficient at all times (a) to pay the cost of maintaining, repairing and operating such sewage disposal system or systems and such sewer improvements, if any, including reserves for such purpose and for renewals and replacements and necessary extensions and additions to the sewerage system, (b) to pay the principal of and the interest on such revenue bonds as the same shall become due and to provide reserves therefor, and (c) to provide a margin of safety for making such payments. The Commission shall charge and collect the rates, fees and charges so fixed or revised, and, except as hereinafter provided in this act, such rates, fees and charges shall not be subject to supervision or regulation by any department, division, commission, board, bureau or agency of the Commonwealth or of any district or other political subdivision of the Commonwealth.

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Such rates, fees and charges shall be just and equitable and may be based or computed either upon the quantity of water used or upon the number and size of sewer connections or upon the number and kind of plumbing fixtures in use in the premises connected with the sewerage system or upon the number or average number of persons residing or working in or otherwise connected with such premises or upon the type or character of such premises or upon any other factor affecting the use of the facilities furnished or upon any combination of the foregoing factors. Charges for services to premises, including services to manufacturing and industrial plants, obtaining all or a part of their water supply from sources other than a public water system may be determined by gauging or metering at the expense of the owner, tenant or occupant of such premises or in any other manner as directed and approved by the Commission. Premises not discharging the entire volume of water into the sanitary sewers shall be allowed a reduction in the charges provided the customer installs facilities, in a manner satisfactory to the Commission, for measuring the volume either discharged or not discharged into the sanitary sewers.

The Commission shall fix and determine the time or times when and the place or places where such rates, fees and charges shall be due and payable and may require that such rates, fees and charges shall be paid in advance for periods of not more than six months. A copy of the schedules of all rates, fees and charges in effect shall at all times be kept on file at the principal office of the Commission, and such schedules shall at all reasonable times be open to public inspection.

In cases where the character of the sewage from any manufacturing or industrial plant, building or premises is such that it imposes an unreasonable burden upon any sewage disposal system, an additional charge may be made therefor, or the Commission may, if it deems it advisable, compel such manufacturing or industrial plant, building or premises to treat such sewage in such manner as shall be specified by the Commission before discharging such sewage into the sewerage system or prohibit the discharge, directly or indirectly, of such sewage into the sewerage system. (1960, c. 66; 2004, c. 120)

§ 23. Before any revision of the present schedule of rates, fees and charges shall become effective the Commission shall publish a copy thereof for four consecutive weeks in a newspaper of general circulation within the District. If, on or before the last publication, the governing body of any city or county constituting a part of the District or five hundred or more qualified voters residing within the District shall file a petition with the State Corporation Commission complaining of the proposed revision, the State Corporation Commission may by order suspend the placing in effect of such revision for a period not exceeding sixty days from the filing of any such petition during which time it shall investigate whether such revision is just and equitable and in accordance with the provisions of this act. If the State Corporation Commission shall not enter an order suspending, approving or disapproving such revision within sixty days from the filing of any such petition, such revision shall be deemed to be in effect. The Commission or the party or parties filing a petition may appeal to the Supreme Court of Appeals from any such order as may be entered by the State Corporation Commission in the manner provided by law. (1960, c. 66)

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§ 24. The owner, tenant, or occupant of each lot or parcel of land within the District which abuts upon a street or other public way containing a sanitary sewer served or which may be served by a sewage disposal system of the District and upon which lot or parcel a building shall have been constructed for residential, commercial or industrial use, shall, if so required by such reasonable rules and regulations as shall be promulgated by the Commission, connect such building with such sanitary sewer, and shall cease to use any other method for the disposal of sewage, sewage waste or other polluting matter. All such connections shall be made in accordance with rules and regulations which shall be adopted from time to time by the Commission, which rules and regulations may provide for a charge for making any such connection in such reasonable amount as the Commission may fix and establish. (1960, c. 66)

§ 25. In the event that the rates, fees or charges charged by the Commission for the services and facilities of any sewage disposal system or sewer improvements by or in connection with any real estate or other property served shall not be paid as and when due, the owner, tenant or occupant, as the case may be, of such property shall, until such rates, fees and charges shall be paid, cease to dispose of sewage or industrial wastes originating from or on such property by discharge thereof directly or indirectly into the sewerage system, and if such owner, tenant or occupant shall not cease such disposal within two months thereafter, it shall be the duty of each county, city, town or other public corporation, board or body, private corporation or person supplying water to or selling water for use on, such property, within five days after receipt of notice of such facts from the Commission to cease supplying water to, and selling water for use on, such property. If such county, city, town or other public corporation, board or body, private corporation or person shall not within such time cease supplying water to, and selling water for use on, such property, the Commission may shut off the supply of water to such property and may disconnect such property from such sewage disposal system or sewer improvements, and for such purposes may enter on any lands, waters and premises of such county, city, town or other public corporation, board or body, private corporation or person.

If any rates, fees or charges for the services and facilities furnished by any sewage disposal system or sewer improvements of the District shall not be paid within thirty days after the same shall become due and payable, the Commission may at the expiration of such thirty day period proceed to recover the amount of any such delinquent rates, fees or charges by any action, suit or proceeding permitted by law or in equity. (1960, c. 66)

§ 26. The Commission shall keep and preserve a complete register, or registers, open to public inspection, of all rates, fees and charges which have been charged by the Commission to the owners, tenants or occupants of any real estate for the use and services of any sewage disposal system or sewer improvements and have become due and payable and have not been paid. Such register or registers shall be kept in such place or places as the Commission shall determine. (1960, c. 66)

§ 27. The Commission and any county, city, town or other political subdivision in whole or in part embraced within the District or any privately or publicly owned water company are authorized to enter into a contract or contracts providing for the collection by such county, city, town or political subdivision or privately or publicly owned water company and payment over to the Commission of the rates, fees and charges charged by the Commission against the owners, tenants or occupants of real estate within such

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county, city, town or political subdivision or served by such privately or publicly owned water company, or providing for the payment to the Commission by such county, city, town or political subdivision or privately or publicly owned water company of a sum or sums of money in lieu of all or part of the rates, fees and other charges which would otherwise be charged by the Commission to the owners, tenants or occupants of real estate within such county, city, town or political subdivision or served by such privately or publicly owned water company. Such county, city, town or political subdivision or privately or publicly owned water company is vested with powers to do everything necessary or proper to carry out and perform every such contract, including the same powers with respect to rates, fees and other charges as are conferred by this act upon the Commission. The Commission is authorized to reduce ratably in accordance with such contract the rates, fees and other charges which would otherwise be charged by the Commission to the owners, tenants or occupants of real estate within such county, city, town or political subdivision or served by such privately or publicly owned water company, but nothing in this section or any such contract shall be construed to prevent the Commission from charging to and collecting from such owners, tenants or occupants of such real estate, in the same manner as provided for such rates, fees and other charges, any deficiency in any payment agreed to be made by such county, city, town or political subdivision or privately or publicly owned water company. (1960, c. 66)

§ 28. All revenues derived by the Commission from the sewage disposal system or systems or sewer improvements financed or refinanced by the bonds of any issue or issues, except such part thereof as may be required to pay the cost of maintaining, repairing and operating such system or systems or sewer improvements and to provide such reserves therefor as may be provided in the resolution providing for the issuance or such revenue bonds or in the trust agreement securing the same, shall be set aside at such regular intervals as may be provided in such resolution or trust agreement and deposited to the credit of the following special funds:

(a) a sinking fund which is hereby pledged to, and charged with, the payment of the principal of and the interest on such bonds as the same shall become due, and the redemption price or the purchase price of bonds retired by call or purchase as therein provided, including the accumulation of a reserve for such purposes; such pledge shall be valid and binding from the time when the pledge is made, the revenues so pledged and thereafter received by the Commission shall immediately be subject to the lien of such pledge without any physical delivery thereof or further act, and the lien of such pledge shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the Commission or the District, irrespective of whether such parties have notice thereof; and

(b) a fund for anticipated renewals, replacements, extensions, additions and extraordinary repairs of the sewerage system.

The use and disposition of moneys to the credit of any such sinking fund shall be subject to such regulations as may be provided in the resolution authorizing the issuance of such revenue bonds or in the trust agreement securing the same, and, except as may otherwise be provided in such resolution or trust agreement, such sinking fund shall be a fund for the benefit of such bonds without distinction or priority of one over another. (1960, c. 66)

§ 29. All moneys received pursuant to the provisions of this act, whether as proceeds from the sale of bonds or as revenues, shall be deemed to be trust funds to

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be held and applied solely as provided in this act, and none of such moneys shall be required to be paid into the State treasury or into the treasury or to any officer of any county, city, town or other political subdivision. The Commission may provide for the payment of the proceeds of the sale of the bonds and the revenues to be received to a trustee, which shall be any trust company or bank having the powers of a trust company within or without the Commonwealth, which shall act as trustee of the funds, and hold and apply the same to the purposes of this act, subject to such regulations as this act and the Commission may provide. All such moneys shall be secured or shall be invested and reinvested, all as may be provided by the Commission.

With respect to contracts concerning interest rates, currency, cash flow and other basis, the District may enter into any contract that the Commission determines to be necessary or appropriate to place any obligation or investment of the District, as represented by bonds or the investment of their proceeds, in whole or in part, on the interest rate, cash flow or other basis desired by the Commission. Such contracts may include, without limitation, contracts commonly known as interest rate swap agreements, rate locks, forward purchase agreements and futures or contracts providing for payments based on levels of, or change in, interest rates. Such contracts or arrangements may be entered into by the District in connection with, or incidental to, entering into or maintaining any (i) agreement that secures bonds or (ii) investment, or contract providing for investment, otherwise authorized by law. These contracts and arrangements may contain such payment, security, default, remedy, and other terms and conditions as determined by the Commission, after giving due consideration to the creditworthiness of the counterparty or other obligated party, including any rating by any nationally recognized rating agency. (1960, c. 66; 2008, c. 574)

§ 30. Any holder of bonds issued under the provisions of this act or of any of the coupons appertaining thereto, and the trustee under any trust agreement, except to the extent the rights herein given may be restricted by such trust agreement or by the resolution providing for the issuance of such bonds, may either at law or in equity, by suit, action, injunction, mandamus or other proceedings, protect and enforce any and all rights under the laws of the Commonwealth or granted by this act or under such trust agreement or such resolution and may enforce and compel the performance of all duties required by this act or by such trust agreement or resolution to be performed by the Commission or by any officer, agent or employee thereof, including the fixing, charging and collecting of rates, fees and charges for the services and facilities furnished by any sewage disposal system or systems and any sewer improvements.

Such resolution or trust agreement may also provide for the appointment of a receiver in the event of a default, who may enter upon and take possession of any facilities or property operated by the Commission, any of the revenues from the operation of which are pledged for the security of such bonds, and operate and maintain the same and fix, charge, collect and receive all rates, fees and other charges and other revenues thereafter arising from such operation in the same manner as the Commission itself might do, and shall deposit all moneys collected in a separate account and apply the same in accordance with the duties and contracts of the Commission in such manner as the court appointing such receiver shall direct. (1960, c. 66)

§ 31. The exercise of the powers granted by this act shall be in all respects for the benefit of the inhabitants of the Commonwealth and for the promotion of their safety, health, welfare, convenience and prosperity, and as the operation and maintenance of

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the sewage system by the Commission will constitute the performance of essential governmental functions, the Commission shall not be required to pay any taxes or assessments upon the sewerage system or any property acquired or used by the Commission under the provisions of this act or upon the income therefrom; and the revenue bonds issued under the provisions of this act, their transfer and the income therefrom, including any profit made on the sale thereof, shall at all times be free and exempt from taxation by the Commonwealth and by any county, city, town or other political subdivision thereof. (1960, c. 66)

§ 32. The Commission shall have no power to mortgage, pledge, encumber or otherwise dispose of any part of the sewerage system of the District, except such part or parts thereof as may be no longer necessary or useful for the purposes of the Commission; however, the Commission may enter into lease purchase and installment purchase agreements for equipment and fixtures and grant security interests therein. The provisions of this section shall be deemed to constitute a contract with the holders of bonds of the District. The sewerage system of the District shall be exempt from any and all liability which may be incurred by, or imposed upon, the Commission or any county, city, town or political subdivision. (1960, c. 66; 2004, c. 120)

§ 33. Any bonds issued pursuant to the authority of this act are hereby made securities in which all public officers and public bodies of the Commonwealth and all political subdivisions thereto, all insurance companies, trust companies, banking associations, investment companies, executors, administrators, trustees and other fiduciaries, savings banks and savings institutions, including savings and loan associations, in the Commonwealth, may properly and legally invest funds, including capital in their control or belonging to them. Such bonds are hereby made securities which may properly and legally be deposited with and received by any Commonwealth or municipal officer or any agency or political subdivision of the Commonwealth for any purpose for which the deposit of bonds or obligations is now or may hereafter be authorized by law. (1960, c. 66)

§ 34. The Commission shall keep and preserve complete and accurate accounts and records of all moneys received and disbursed by it and of all of its business and operations and of all property and funds owned or managed by it or under its control, and shall prepare and transmit to the Governor and to the governing body of each county, city and town which is in whole or in part embraced within the District, annually and at such other times as the Governor shall require, complete and accurate reports as to the state and content of such accounts and records, together with such information with respect thereto as the Governor may require. (1960, c. 66)

§ 35. Any substantial change in the method used by the Commission for treating and disposing of sewage and industrial wastes so as to prevent the pollution of any waters within the District, shall, before being finally adopted or used by the Commission, be approved by the Virginia Department of Environmental Quality as effective and satisfactory for the purpose intended. (1960, c. 66; 2008, c. 574)

§ 36. Each county, city, town or other political subdivisions in whole or in part embraced within the District and each privately or publicly owned water company shall, at the request of the Commission, make available to the Commission or the officers, agents or employees thereof, any or all maps, plans, specifications, records, books, accounts or other data or things deemed necessary by the Commission in the exercise of its powers and duties under this act. (1960, c. 66)

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§ 37. Any county or city which shall have previously withdrawn from the District shall, if requested by the Commission, provide by its sewerage system for the treatment and disposal of sewage and industrial wastes arising in or discharged from the District and shall agree with the Commission to treat and dispose of such sewage and industrial wastes so delivered at the cost of such treatment and disposal; provided, however, the Commission shall pay to such county or city the cost of installing any additional sewerage facilities necessitated thereby within such county or city. If the parties do not agree upon such cost, such cost shall be determined upon petition to the State Corporation Commission which is hereby authorized and directed to make such determination. (1960, c. 66)

§ 38. Each county, city, town or other political subdivision shall promptly pay to the Commission all rates, fees and charges which the Commission may charge to it as owner, tenant or occupant of real estate. The Commission and any county, city, town or political subdivision in whole or in part outside of the District are authorized to enter into contracts providing for or relating to the treatment and disposal of sewage or industrial wastes originating in such county, city, town or political subdivision, by means of any sewage disposal system or such other facilities as the Commission may determine to provide for such purpose, and such county, city, town or political subdivision is authorized to do everything necessary or proper to carry out and perform every such contract. (1960, c. 66)

§ 39. The powers conferred by this act on counties, cities, towns and political subdivisions are in addition and supplemental to the powers conferred by any other law and may be exercised by resolution of the governing bodies thereof without regard to the terms, conditions, requirements, restrictions or other provisions contained in any other law, general or special, or in any charter, except that where rates, fees and charges are fixed by a city or town, that power shall be exercised by ordinance. (1960, c. 66)

§ 40. No county, city, town or other political subdivision or person or corporation, public or private, shall discharge, or suffer to be discharged, directly or indirectly into any waters within the District any sewage, industrial wastes or other refuse which may or will cause or contribute to pollution of any such waters. No county, city, town or other political subdivision or person or corporation, public or private, shall discharge, or suffer to be discharged, directly or indirectly, into any sewage disposal system or any other facilities of or provided by the Commission, any matter or thing which is or may be injurious or deleterious to such sewage disposal system or other facilities. No county, city, town or other political subdivision or person or corporation, public or private, shall plan, construct or place in service any new sewer improvement in the District which will or may thereafter be served by the Commission's sewerage system and which will or may thereafter, in the opinion of the Commission, cause overloading of the sewerage system or the entrance into the sewerage system of excessive ground or surface water or other matter or thing which is injurious or deleterious to the sewerage system. In order to carry out the provisions of this paragraph every county, city, town or other political subdivision or person or corporation, public or private, if requested by the Commission to do so, shall furnish to the Commission plans and specifications for such sewer improvements and shall provide access for Commission inspection of all new sewer construction work as it proceeds and of all construction records and materials used. In addition to other powers granted the Commission, it shall have the right to

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refuse service to any new sewer extension or improvement constructed or operated in violation of this paragraph. (1960, c. 66; 2012, c.724)

§ 41. Any county, city, town or other political subdivision or person or corporation, public or private, may be restrained, enjoined or otherwise prevented from violating or continuing the violation of any provision of this act by injunction, mandamus or any other appropriate remedy at law or in equity, by any court of competent jurisdiction, upon action, bill, suit or other proceeding instituted by the Commission or by any attorney for the Commonwealth. (1960, c. 66)

§ 42. No violation of any provision of this act shall be deemed to occur by reason of the discharge of sewage from any boat or vessel while afloat or on a marine railway or in dry dock. (1960, c. 66)

§ 43. Any person violating any provision of this act shall be guilty of a misdemeanor and upon conviction shall be punished accordingly. (1960, c. 66)

§ 44. No member, officer, agent or employee of the Commission shall contract with the Commission or be interested, either directly or indirectly, in any contract with the Commission, or in the sale of any property, either real or personal, to the Commission. This section shall not prevent any member, officer, agent or employee of the Commission from granting to the Commission, for a nominal consideration, any right of way, easement or lease. (1960, c. 66)

§ 45. All construction contracts, except in cases of emergency, that the Commission may let for construction or materials in connection with such construction shall be let after public advertising and in accordance with the provisions of the Virginia Public Procurement Act (§ [2.2-4300](#) et seq. of the Code of Virginia), the Virginia Public-Private Education Facilities and Infrastructure Act of 2002 (§ 56-575.1 et seq. of the Code of Virginia), as well as all subsequent amendments and additions to Virginia public procurement law. The Commission is authorized, in its discretion, to do any and all such work by force account. (1960, c. 66; 1964, c. 520; 2004, c. 120; 2008, c. 574)

§ 46. No pecuniary liability of any kind shall be imposed upon any county, city, town or other political subdivision constituting any part of the District because of any act, agreement, contract, tort, malfeasance, misfeasance, or nonfeasance, by or on the part of the Commission or any member of the Commission, or any of its officers, agents and employees, except as otherwise provided in this act with reference to contracts and agreements between the Commission and any county city town or other political subdivision. (1960, c. 66)

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§ 47. The Commission is authorized to appoint all agents and employees of the Commission, dismiss them, fix their salaries or remuneration, assign their positions and titles, define their respective powers and duties, and require them or any of them to give bond payable to the District in such penalty as shall be fixed by the Commission conditioned upon the faithful discharge of their duties. (1960, c. 66)

§ 48. The circuit court of the county or the corporation or circuit court of the city in which any territory proposed to be added to the District is located, upon receipt of a petition of the Commission or a petition of the governing body of the territory proposed to be added to the District or a petition signed by not less than 25 percent of the qualified voters residing within the limits of the territory proposed to be added to the District, or a petition signed by the owners of not less than 25 percent by area of the real property within the territory proposed to be added to the District, shall enter an order fixing the date and hour and place for a public hearing on the question of the addition of territory to the District, which order shall set forth a copy of the petition, excluding signatures, and shall describe the territory proposed to be added to the District.

A copy of such order shall be published once a week for three consecutive weeks in a newspaper of general circulation within the territory proposed to be added to the District to be designated by such court and posted in such public places within such territory as shall be designated by such court. The first of such publications and such posting shall occur not less than 30 days prior to the date fixed for such hearing.

At the time and place stated in such order, or to which an adjournment may be taken by the court, the court shall receive and hear any objections of interested persons to the addition of such territory to the District or to any defect in the petition and the court may then or thereafter grant such petition with such modifications, if any, as it may deem advisable and which do not enlarge the territory proposed to be added to the District. All such objections shall be made in writing, in person or by attorney, and filed with the court at or before the time or adjourned time of such hearing. Any such objections not so made shall be considered as waived.

If upon such hearing the court shall be of the opinion that any area proposed to be added to the District will not be benefited by the District, then said area shall not be included in the District. The order altering the boundaries of and enlarging the District shall prescribe the territory to be added to the District and fix the boundaries thereof.

From an order enlarging the District under the provisions of this section an appeal shall lie to the Supreme Court of Virginia in the manner provided by law. (1960, c. 66; 2004, c. 120)

§ 49. Nothing in this act shall be construed to affect, impair, repeal or supersede in any way the powers of the State Water Control Board under the provisions of Chapter 3.1, Title 62.1, Code of Virginia, 1950, as amended. (1960, c. 66; 2004, c. 120)

§ 50. This act, being necessary for the welfare of the Commonwealth and its inhabitants, shall be liberally construed to effect the purposes thereof. (1960, c. 66)

§ 51. If any one or more sections, clauses, sentences or parts of this act shall be adjudged invalid, such judgment shall not affect, impair or invalidate the remaining provisions thereof, but shall be confined in its operation to the specific provisions held invalid, and the inapplicability or invalidity of any section, clause, sentence or part of this act in one or more instances or circumstances shall not be taken to affect or prejudice in any way its applicability or validity in any other instance. (1960, c. 66)

HRSD COMMISSION MEETING MINUTES
JANUARY 28, 2020

ATTACHMENT #3

AGENDA ITEM 4. PROCUREMENT POLICY

COMMISSION ADOPTED POLICY
Procurement Policy



Adopted: December 16, 2014

Revised: January 28, 2020
Effective: February 1, 2020

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1.0 Purpose and Need

All procurement shall be in accordance with the Code of Virginia §2.2-4300, the Virginia Public Procurement Act, as supplemented herein.

2.0 Guiding Principles

1. HRSD is committed to competitive procurement practices that are accountable to our ratepayers and the public, ethical, impartial, professional, transparent and fully in accordance with applicable law.
2. The Chief of Procurement is responsible for the purchase, rent, lease, or otherwise acquiring goods, professional and non-professional services, and certain construction services. In addition, the Chief of Procurement is responsible for control and disposal of excess, obsolete, and salvageable materials and equipment.

The Chief of Procurement shall establish procedures consistent with this policy and may designate other HRSD staff to act on his/her behalf.

3. The Director of Engineering is responsible for procurement of professional and non-professional services related to the study, design, construction, real estate and property acquisition associated with capital improvement projects or facility projects.

The Director of Engineering shall establish procedures consistent with this policy and may designate other HRSD staff to act on his/her behalf.

4. Except for small purchases (less than \$10,000) and certain easement acquisitions, no employee has the authority to enter into any purchase agreement or contract except the Chief of Procurement or the Director of Engineering or such other employee as may be designated by the General Manager.
5. Fair market value shall be the basis of all real estate acquisitions with appropriate compensation for related restoration and/or inconvenience. Additional costs, in accordance with applicable state law, shall be included as required in procurement through eminent domain procedures.

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3.0 Definitions

Agreement/Contract. An understanding, in writing, between two or more competent parties, under which one party agrees to certain performance as defined in the agreement and the second party agrees to compensation for the performance rendered in accordance with the conditions of the agreement.

Fair Market Value. The price for an item upon which purchaser and supplier agree in an open market when both are fully acquainted with market conditions.

Total Value. Cost of all related procurement actions, even across fiscal years, that are known at the time of the procurement action including delivery, assembly, start-up, warranty, etc. Each procurement action must be able to meet the business objective individually, without the need for additional procurement actions.

4.0 Procedures

1. Generally, competition shall be sought for all procurement with the following exceptions:
 - a. Purchase of goods or services other than professional services where the Total Value will not exceed \$10,000. Related purchases shall not be divided into separate actions to meet this threshold.
 - b. Sole Source – Purchase of goods or services where there is only one source practicably available. The requesting department shall provide a written determination supporting the sole source to the Chief of Procurement. The HRSD Commission must approve all sole sources above \$10,000 for specific vendor and specific application.
 - c. Emergency – Where emergency actions are required to protect public safety, public health, HRSD employees or property or the environment, a contract can be awarded without competition upon a written emergency declaration, approved by General Manager. Competition should be sought if possible with emergency contracts even if typical procurement procedures cannot be fully followed.

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- d. Real Property – Where acquisition or lease is required in support of HRSD facilities.
2. In accordance with § 2.2-4303 G. competitive sealed bids or competitive negotiation is not required for purchase of goods and services other than professional services where the **total value of the procurement will not exceed \$10,000**. The following procedure shall be followed:
 - a. A minimum of one quote is required. When possible, multiple quotes should be obtained. Use of small businesses and businesses owned by women, minorities, and service-disabled veterans is encouraged for all procurement actions whenever possible.
 - b. Purchase is normally made using an HRSD ProCard.
 - c. Purchase may be made by any HRSD employee granted purchasing authority by their department director.
 - d. Basis of award shall be a determination that the stated need will be met, and the price is fair and reasonable.
 3. In accordance with § 2.2-4303 G. competitive sealed bids or competitive negotiation is not required for purchase of goods and services other than professional services where **the total value of the procurement will be greater than \$10,000 and not to exceed \$100,000**. The following procedure shall be followed:
 - a. Purchases shall be initiated by the submission of a requisition to Procurement or Engineering.
 - b. An unsealed (informal) quote shall be solicited by Procurement or Engineering from three sources in response to an Invitation for Bid (IFB) or Request for Proposal (RFP).
 - c. Basis of award shall be lowest responsive and responsible bidder, offeror or best value as determined by criteria included in the IFB or RFP.

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4. In accordance with § 2.2-4303 G, competitive negotiation is not required for purchase of **professional services where the total value of the procurement will not exceed \$80,000**. The following procedure shall be followed:
 - a. Purchases shall be initiated by the submission of a requisition to Procurement or Engineering.
 - b. An unsealed (informal) quote shall be solicited by Procurement or Engineering from three sources in response to an IFB or RFP.
 - c. Basis of award shall be lowest responsive and responsible offeror or best value as determined by criteria included in the IFB or RFP.
5. In accordance with §2.2-4308, design-build or construction management contracts shall be in accordance with [Appendix A](#) of this policy.
6. In accordance with §2.2-4310 B, HRSD promotes the use of small businesses and businesses owned by women, minorities, and service-disabled veterans in procurement transactions in accordance with [Appendix B](#) of this policy.
7. In accordance with §2.2-4316, comments concerning specifications or other provisions in IFB or RFP must be submitted and received in accordance with the procedures specified in the IFB or RFP for comment submittal.
8. In accordance with §2.2-4318, if the bid from the lowest responsive, responsible bidder exceeds available funds, negotiations may be entered with the apparent low bidder to obtain a contract price within available funds in accordance with [Appendix C](#) of this policy.
9. In accordance with §2.2-4321, contractors may be debarred from contracting for particular types of supplies, services, insurance or construction, for specified periods of time in accordance with [Appendix D](#) of this policy.
10. In accordance with §2.2-4330 C, bids may be withdrawn due to error for other than construction contracts in accordance with [Appendix E](#) of this policy.

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11. In accordance with §56-575.3:1, a project under the Public-Private Education Facilities and Infrastructure Act shall be in accordance with [Appendix F](#) of this policy.
12. Acquisition of easements (temporary or permanent) may be made by the Director of Engineering (or his/her designee) up to \$25,000.

5.0 Approvals

The following actions specifically require the approval of the HRSD Commission before executing unless executed under an approved emergency declaration:

1. **Agreements.** Contracts or purchase orders where the total value is projected to exceed \$200,000.
2. **Sole Source Procurement.** Initial sole source determination for specific vendor, items(s) and location(s) where the Total Value is projected to exceed \$10,000 (§2.2-4303E).
3. **Modifications to Agreements (Task Orders).** Where the Total Value is projected to exceed **\$200,000**.
4. **Cooperative Procurement.** Where the Total Value of HRSD's participation is projected to exceed **\$200,000** (§2.2-4304).
5. **Change Orders (§2.2-4309).** Where the Total Value exceeds **25 percent** of the original contract award or **\$50,000** whichever is greater.
6. **Rejection of all Bids.** Where the Total Value is projected to exceed **\$200,000** (§2.2-4319).
7. **Design-Build or Construction Management Agreements.** (§2.2-4306).
8. **Design-Build Proposal Compensation.** Where the Total Value is projected to exceed \$200,000.
9. **Debarment.** (§2.2-4321).
10. **Determination of Non-responsibility.** (§2.2-4359).

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11. Real Property

- a. Acquisition by condemnation in accordance with the Code of Virginia §15.2
- b. Acquisitions by purchase, lease, grant or conveyance
- c. Sale, lease or permanent encumbrance of HRSD property
- d. Easements or Right of Entry Agreements (temporary or permanent) with value in excess of \$25,000
- e. Vacation of existing easement(s)

12. Intellectual Property. All Intellectual Property Rights Agreements and Royalty Distribution Agreements.

13. Agreements with other Entities. Agreements which include any of the following criteria:

- a. Design or construction of infrastructure with a constructed value in excess of \$50,000
- b. Provides use of real property for temporary (greater than one year) or permanent use
- c. Provide use of personal property valued at more than \$50,000 for temporary (greater than one year) or permanent use
- d. Provides a service or other benefit that spans multiple years
- e. Obligates significant financial resources (\$200,000 or more)
- f. Obligates significant personnel resources (one full time employee or more)
- g. Is or has the potential to be politically significant

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6.0 **Ethics**

HRSD employees involved in the procurement process are expected to maintain high ethical standards. In addition to HRSD's Standards of Conduct and HRSD's Ethics Policy, the following State laws apply:

1. Virginia Public Procurement Act (VPPA); (§2.2-4300)
2. Ethics in Public Contracting (§2.2-4367)
3. Virginia Governmental Frauds Act (§18.2-498.1) and Articles 2 (§18.2-438) and 3 (§18.2-446) of Chapter 10 of Title 18.2.
4. State and Local Government Conflict of Interests Act (§ 2.2-3100)

7.0 **Responsibility and Authority**

This policy was developed in accordance with HRSD's Enabling Act and the Code of Virginia. Any changes this policy shall be made in writing and approved by the HRSD Commission.

HRSD's General Manager and the Chief of Procurement are the designated administrators of this policy. The Chief of Procurement shall have the day-to-day responsibility and authority for implementing the provisions of this policy.

Approved:



Frederick N. Eloffson
Commission Chair

1/28/2020
Date

Attest:



Jennifer L. Cascio
Commission Secretary

1/28/2020
Date

COMMISSION ADOPTED POLICY
Procurement Policy – Appendix A
Design-Build and Construction Management Contracting



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1.0 **Purpose and Need**

Design-build and construction management contracting methods provide opportunity for HRSD to contract for specific projects where traditional design-bid-build may not be in the best interest of HRSD. These non-traditional procurement methods shall only be used in accordance with this policy.

2.0 **Procedures**

While the competitive sealed bid process remains the preferred method of construction procurement for HRSD, a contract for construction on a design-build fixed price or on a construction management basis may be used, provided a written determination made in advance is approved by the Commission which sets forth that competitive sealed bidding is either not practicable or not fiscally advantageous.

Criteria for Use of Design-Build Contracts – Design-Build contracts are intended to minimize the project risk and to reduce the delivery schedule by overlapping the design phase and construction phase of a project.

Criteria for Use of Construction Management Contracts – Construction Management contracts may be approved for use on projects where fast tracking of construction is needed to meet program requirements or value engineering and/or constructability analyses concurrent with design are required. The use of Construction Management shall be limited to projects with a construction value that is in excess of \$10,000,000. With proper justification for small complex projects, the Commission may grant a waiver of this requirement and the written approval maintained in the procurement file.

2.1. **Procedure for Design-Build or Construction Management Contracts**

2.1.1. **General.** The Director of Engineering shall prepare a report documenting in writing that for a specific construction project; (i) a Design-Build or Construction Management contract is more advantageous than a competitive sealed bid construction contract; (ii) why there is a benefit to HRSD by using a Design-Build or Construction Management contract; and (iii) why competitive sealed bidding is not practical or fiscally advantageous; and (iv) these justifications shall be stated in the Request for Qualifications. This report shall be submitted to the General Manager for approval.

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- 2.1.2. Design-Build construction projects involve retaining a party that provides both professional design and construction services. Construction Management projects involve retaining a firm to coordinate and administer contracts for construction services and may also include, if provided in the contract, the direct furnishing of construction services. Design-Build services shall be procured using a two-step competitive negotiation process which shall consider both technical capabilities and price for the services required for the project. Construction Management services shall be awarded and initiated no later than the completion of the Schematic Phase of design.
- 2.1.3. **Design-Build and Construction Management Firms.** The Director of Engineering shall obtain qualified Design-Build and Construction Management firms to provide needed services. A list of firms shall be accumulated through solicitation and other methods. The list of firms shall include small, women-owned, minority-owned or service disabled veteran-owned businesses
- 2.1.4. **Request for Qualification (RFQ).** A RFQ shall be prepared for each project and approved by the Director of Engineering. The RFQ shall state the criteria and goals of the project, the time and place for receipt of qualifications, the factors to be used in evaluating qualifications, the contractual terms and conditions, any unique capabilities or qualifications required of the proposer and any project specific requirements for the particular project. The RFQ shall normally consist of the following sections unless modified by the Director of Engineering:
- Cover Sheet
 - I. Introduction and/or Background
 - II. Instructions to Proposers
 - III. Scope of Work
 - IV. Tentative Procurement Schedule
 - V. Attachments
- 2.1.5. **Public Notice.** A Public Notice of the RFQ shall be posted, at least ten (10) business days prior to receipt of proposals for design-build or construction management services, , in a newspaper or newspapers of general circulation in the area in which the contract is to be performed and on the HRSD Internet website. For Construction management services, the Public Notice shall also be published on the Commonwealth of Virginia’s central electronic procurement website, known as eVA, at least thirty (30) days prior to the date set for receipt of qualification proposals. The Public Notice shall be sent

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directly to firms that have requested to be notified of work and may be sent to those firms believed to be qualified to perform the work. The Public Notice shall also be sent directly to organizations promoting small, women-owned, minority-owned and service disabled veteran-owned businesses and to similar businesses that have requested to be notified and/or are believed to be qualified to perform the work. An affidavit shall be placed in the project file certifying the advertising date and method.

- 2.1.6. **Contacts by Proposers.** Proposers may contact only the HRSD representative designated in the RFQ related to questions pertaining to the project. Responses to these questions which are relevant to the work will be documented and addenda will be issued to all proposers who have requested a copy of the RFQ.
- 2.1.7. **Selection Committee.** A Selection Committee shall evaluate the Statements of Qualifications (SOQ) and short-list proposers for further consideration. The Selection Committee shall consist of at least three (3) qualified HRSD staff members appointed by the Director of Engineering. The members of the Selection Committee shall have experience relevant to the project, with backgrounds in such areas as design, construction, contracts, project management and operations/maintenance.
- 2.1.8. **Statements of Qualifications.** The Selection Committee shall request a SOQ from any firm desiring consideration. The SOQ shall provide the information requested in the RFQ. Firms submitting a SOQ shall provide the electronic document by the date and time listed in the RFQ.
- 2.1.9. **Pre-Proposal Conference.** A pre-proposal conference may be held for complex or large projects to ensure clarity, review potential problems with the Scope of Work and answer questions related to the project. Attendance at the pre-proposal conference may be optional or mandatory as specified in the RFQ. If attendance is mandatory, SOQ's shall be considered only from those firms who attended the conference and met the requirements listed in the RFQ related to the pre-proposal conference.
- 2.1.10. **Opening of Statement of Qualifications.** The Director of Engineering or his/her designee shall document receipt of the SOQ's at the specified time and place. SOQ's not received at the specified time will not be considered.
- 2.1.11. **Changes to the RFQ.** The Selection Committee shall determine whether any changes to the RFQ should be made to clarify errors, omissions or

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ambiguities or to incorporate project improvements or additional details. If such changes are required, an addendum shall be issued.

- 2.1.12. **Evaluation of Statement of Qualifications (Short-List Step).** The Selection Committee shall evaluate each SOQ. The Selection Committee may waive minor informalities in a SOQ but shall eliminate from further consideration any proposer determined to be non-responsive or deemed not fully qualified, responsible or suitable. Prior construction management or design-build experience shall not be required as a prerequisite for consideration or award of a contract. However, in the selection of a contractor, the selection committee may consider the experience of each contractor on comparable projects. The Selection Committee shall then select (short-list) two (2) or more responsive proposers based on the SOQ submitted in response to the RFQ. The Selection Committee either individually or as a group at any point in the evaluation may contact some or all references recommended by the proposer. The Selection Committee may use the information gained during the reference checks in the evaluation. The Selection Committee may ask questions or request additional information from any proposer.
- 2.1.13. **Request for Proposals (RFP).** A RFP shall be prepared for each project and approved by the Director of Engineering. The RFP shall provide further details not described in the RFQ and shall include the factors to be used in evaluating each proposal. For Design-Build contracts, the RFP shall include details regarding the project quality and performance requirements, conceptual design documents and information regarding the proposer's Contract Cost Limit (CCL) to determine the best value in response to the RFP. For Construction Management contracts, the RFP shall define the allowable level of direct construction involvement by the proposer, describe details regarding the proposer's CCL and define the pre-design, design, bid and construction phase services required. No more than ten (10) percent of the construction work, as measured by the cost of the work, shall be performed by the construction manager with its own forces. The Construction Management firm will procure the subcontractors services by publicly advertising and competitive sealed bidding to the maximum extent practicable. Documentation shall be placed in the file detailing the reasons any work is not procured by publicly advertised competitive sealed bidding. The RFP process shall include a separate technical proposal evaluation stage and a price proposal evaluation stage.

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- 2.1.14. **Technical Proposals.** The Selection Committee shall initially request a technical proposal from those firms that were short-listed. The technical proposals shall provide the information requested in the RFP. Firms submitting a technical proposal shall provide the electronic document by the date and time listed in the RFP.
- 2.1.15. **Opening of Technical Proposals.** The Director of Engineering or his/her designee shall document receipt of the technical proposals at the specified time and place. Technical proposals not received at the specified time will not be considered.
- 2.1.16. **Preliminary Evaluation of Technical Proposals.** The Selection Committee shall review each technical proposal to first determine whether the proposals are responsive to the requirements of the RFP. The Selection Committee shall then evaluate and document (score) the technical proposal from the short-listed proposers based on an evaluation plan specified in the RFP. The Selection Committee shall keep confidential a preliminary ranking of the technical proposals. The Selection Committee may cancel or reject any and all technical proposals. The Director of Engineering shall prepare a report documenting the reasons for the cancellation or rejection. The Selection Committee may waive informalities in the technical proposals.
- 2.1.17. **Conferences During Preliminary Evaluation.** The Selection Committee may hold a question and answer conference with any or all proposers to clarify or verify the contents of a technical proposal. The conference may be in person or by telephone. Each proposer shall be allotted the same fixed amount of time for any conference held as part of the selection. Proposers shall be encouraged to elaborate on their qualifications, proposed services, relevant experience and details of the technical proposal for the project. Proprietary information from competing proposers shall not be disclosed to the public or to competitors.
- 2.1.18. **Changes to the RFP.** Based upon a review of the technical proposal and discussions with each short-listed proposer, the Selection Committee shall determine whether any changes to the RFP should be made to clarify errors, omissions or ambiguities or to incorporate project improvements or additional details. If such changes are required, an addendum shall be provided to each proposer. If addenda are issued by the Selection Committee, proposers will be given an opportunity to revise their technical proposals.

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- 2.1.19. **Final Evaluation of Technical Proposals.** At the conclusion of the technical proposal evaluation stage, the Selection Committee will meet to discuss each proposer. After the discussion is completed, each team member will be given an opportunity to adjust their score. The Selection Committee shall document and keep confidential a final ranking of the technical proposals. This documentation shall occur before any price proposals are received by HRSD.
- 2.1.20. **Price Proposals.** The Selection Committee shall request a price proposal from those firms short-listed during the price proposal evaluation stage. The price proposal shall provide the information requested in the RFP including any and all addendum. The price proposal will include a (CCL) based on the project scope of work and other information provided in the RFP and any subsequent changes to the RFP. Firms submitting a price proposal shall provide the requested information by the date and time listed in the RFP. For Construction Management contracts, price shall be a critical basis for award of the contract. Unless approved by the Commission in advance of issuance of the Public Notice, the price component for selection of a Construction Management firm shall be at least fifty (50) percent of the weighted score.
- 2.1.21. **Opening of Price Proposals.** The Director of Engineering or his/her designee shall open and document receipt of the price proposals at the specified time and place. Price proposals not received at the specified time will not be considered.
- 2.1.22. **Evaluation of Price Proposals.** The Selection Committee shall review each price proposal to determine whether the proposals are responsive to the requirements of the RFP and any and all addenda. The Selection Committee shall document and keep confidential the results of each price proposal.
- 2.1.23. **Final Evaluation and Recommendation to Award a Contract.** The Selection Committee Chair shall tabulate the technical and price proposal scores as listed in the RFP to determine the recommended firm. The Selection Committee shall prepare a report documenting the process, summarizing the results and recommending the design-build or construction management firm for award to the Director of Engineering. Upon concurrence with the recommendation of the Selection Committee, the Director of Engineering or his/her designee shall negotiate a contract with the recommended firm. Otherwise, the Director of Engineering or his/her designee shall formally terminate negotiations with the proposer ranked first and shall negotiate with the proposer ranked second, and so on, until a

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satisfactory agreement can be negotiated. The Director of Engineering shall inform the General Manager of the results of the negotiation. The General Manager shall receive Commission approval of award to the recommended firm. The Commission may cancel or reject any and all proposals.

2.1.24. **Award of Design-Build or Construction Management Contract.** Upon approval by the Commission, the Director of Engineering shall forward all contract, bond and insurance forms to the selected firm for signature. The contract shall be prepared using the standard HRSD format approved by the Director of Engineering and reviewed by the HRSD attorney.

2.1.25. **Inspection of Proposals.** Any proposer may inspect the proposal documents after opening of the price proposals but prior to award of the contract. All records, subject to public disclosure under the Virginia Freedom of Information Act, shall be open to public inspection only after award of the contract.

2.1.26. **Emergency Procurement.** A contract for design-build or construction management services may be negotiated and awarded without competitive negotiation if the General Manager determines there is an emergency. The procurement of these services will be made using as much competition as practical under the circumstances. The Director of Engineering shall submit a report documenting the basis of the emergency and the selection of the particular firm. The Director of Engineering shall prepare a notice stating the contract is being awarded on an emergency basis and identifying what is being procured, the firm selected and the date the contract was or will be awarded. The notice shall be placed on the HRSD Internet website on the day HRSD awards or announces its decision to award, whichever comes first or as soon thereafter as practical.

2.1.27. **Proposal Compensation.** Proposal Compensation on designated Design-Build procurement efforts, short-listed firms that are not selected but have fully complied with all aspects of the RFQ and RFP may be provided proposal compensation (stipend) under certain conditions. The value of the proposal compensation will be determined on a case-by-case basis. Commission approval shall be required when the recommended amount exceeds \$200,000 for any single payment.

2.2. Procedure for Changes to Design-Build or Construction Management Contracts

All changes to the Contract shall be by a formal Change Order as mutually agreed to by the firm and HRSD. The method of making such changes and any limits shall be in accordance with the Contract Documents. Change Orders shall be negotiated by HRSD staff and such actions reported to the Director of Engineering with recommendations for approval. Change Orders exceeding \$50,000 or 25% of the original contract amount, whichever is greater, shall be submitted to the Commission for approval prior to authorization. All Change Orders shall be executed by the firm and the Director of Engineering or his/her designee.

Extra work by the firm may be authorized by a written Work Change Directive within limits of authorization provided above with later inclusion in the Contract by formal Change Order.

In case of disputes as to the value of extra work, HRSD, within the limits of authorization provided above, may issue a directive in accordance with the Contract Documents to proceed with the work so as to not impede the progress and cause unnecessary delay and expense to the parties involved. The directive shall acknowledge the dispute by the firm, and the dispute shall be resolved at a later date.

2.3. Procedure for Progress Payments

Progress payments shall be paid in accordance with the Contract Documents. Requests for progress payments shall be prepared by the firm and approved by HRSD staff and the Director of Engineering. Requests for progress payments shall generally be submitted to HRSD on a monthly basis with payments by HRSD to the firm within the period of time specified in the Contract Documents.

Progress payments shall be based on unit prices, schedules of values, and other agreed-upon specified basis. Each progress payment shall represent the amount of completed work and materials on site to be incorporated into the work as accepted and approved, less the specified retainage and less previous payments. Payment for materials on site shall be in accordance with the Contract Documents.

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Progress payments may be reduced or withheld in accordance with the Contract Documents. Retainage may be reduced or increased in accordance with the Contract Documents.

2.4. Procedure for Final Payments

Final acceptance, payment, and release of claims shall be in accordance with the Contract Documents. Requests for final payments shall be prepared by the firm, certified and approved by HRSD staff and approved by the Director of Engineering.

3.0 Responsibility and Authority

Under the direction of the Director of Engineering, shall be responsible for overall development, management and implementation of this policy.

COMMISSION ADOPTED POLICY
Procurement Policy – Appendix B
Participation of SWaM



Adopted: December 16, 2014

Revised: June 26, 2018

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1.0 **Purpose and Need**

This policy is in accordance with §2.2-4310 B to facilitate the participation of small businesses and businesses owned by women, minorities and service disabled veterans in HRSD procurement transactions.

HRSD is committed to ensuring fair consideration of all contractors and suppliers in its day-to-day purchase or lease of goods and services. HRSD recognizes that working with a wide range of contractors and suppliers provides an open, competitive and diverse business environment.

HRSD recognizes its responsibilities to the communities that it serves and the society in which it conducts business. The inclusion of small, women-owned, minority-owned and service disabled veteran-owned (SWaM) businesses must be a function of our normal, day-to-day purchasing activities. No potential contractor or supplier will be precluded from consideration on the basis of race, religion, color, sex, national origin, age, or disability (Code of Virginia, § 2.2-4310A).

Therefore, HRSD's policy is to actively solicit and encourage SWaM businesses to participate in procurement opportunities through equally fair and open competition for all contracts. Every employee who is involved in procurement decisions for the purchase of goods or services is charged with making giving every consideration to using qualified SWaM businesses in a manner that is consistent with state and federal laws and regulations. Further, each of HRSD's contractors and suppliers are encouraged to provide for the participation of SWaM businesses through partnerships, joint ventures, subcontracts and other contractual opportunities.

HRSD shall not accept a bad business deal or a lower quality contractor, supplier, product or service in order to achieve greater participation of SWaM businesses in HRSD procurement.

As an integral part of the company-wide culture, HRSD does not discriminate because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by law. Additionally, in procuring goods or services or in making disbursements, HRSD shall not (i) discriminate against a faith-based organization on the basis of the organization's religious character or (ii) impose conditions that (a) restrict the religious character of the faith-based organization, except, in accord with Virginia Code §2.2-4343.1(F), that no funds shall be expended on contracts for sectarian worship, instruction, or proselytizing, or (b) impair, diminish, or discourage the exercise of religious freedom by the recipients of such goods, services, or disbursements.

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Procurement Policy – Appendix B
Participation of SWaM



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2.0 Procedures

The Procurement Division shall:

1. Ensure SWaM businesses have the maximum practicable opportunity in procurement and contractual activities
2. Apprise potential SWaM businesses of HRSD's procurement activities
3. Identify SWaM businesses for HRSD solicitations
4. Promote the use of SWaM contractors through formal and informal training classes
5. Maintain diversity procurement data of contracts and subcontracts awarded to SWaM businesses
6. Monitor, evaluate, and report on the utilization of SWaM contractors at least annually to the HRSD Commission
7. Include qualified businesses selected from the HRSD centralized contractor/supplier database, the Virginia Department of Small Business and Supplier Diversity (Code of Virginia, § 2.2-4310), and/or the Carolinas-Virginia Minority Supplier Development Council consistent with this policy whenever soliciting quotes or qualifications

All employees with purchasing responsibility or who are involved in procurement decisions for goods and services shall give every consideration to using qualified SWaM contractors/suppliers and consult with the Procurement Division as required to identify SWaM contractors/suppliers.

Certified Minority Business Enterprise (MBE). No contractor/supplier shall be considered a Small Business Enterprise, a Minority-Owned Business Enterprise, a Women-Owned Business Enterprise or a Service Disabled Veteran-Owned Business Enterprise unless certified as such by the Virginia Department of Small Business and Supplier Diversity or Carolinas-Virginia Minority Supplier Development Council.

3.0 Responsibility and Authority

Under the direction of the Director of Finance, the Chief of Procurement, as well as the Director of Engineering, shall be responsible for overall development, management and implementation of this policy.

COMMISSION ADOPTED POLICY
Procurement Policy – Appendix C
Negotiation with Lowest Responsible Bidder



Adopted: December 16, 2014

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1.0 **Purpose and Need**

If the bid from the lowest responsive, responsible bidder exceeds available funds, HRSD may negotiate with the apparent low bidder to obtain a contract price within available funds in accordance with this policy.

2.0 **Procedures**

Unless all bids are cancelled or rejected, HRSD reserves the right to negotiate with the lowest responsive, responsible bidder to obtain a contract price within the funds available. The term “available funds” shall mean those funds which were budgeted by the requested HRSD department for the contract prior to the issuance of the written Invitation for Bids. The procurement record in the Procurement Division shall include documentation of the “available funds” prior to the issuance of the IFB.

Negotiations with the lowest responsive, responsible bidder may include both modifications of the bid price and the Scope of Work/Specifications to be performed.

HRSD shall initiate such negotiations by written notice to the lowest responsive, responsible bidder that its bid exceeds the available funds and that HRSD wishes to negotiate a lower contract price. The times, places, and manner of negotiating shall be agreed to by HRSD and the lowest responsive, responsible bidder.

If a mutually acceptable price cannot be negotiated, all bids shall be rejected. A new IFB cannot be issued without HRSD modifying the scope or specification to match the available funds. Shopping for bids shall not be permitted.

3.0 **Responsibility and Authority**

Under the direction of the Director of Finance, the Chief of Procurement, as well as the Director of Engineering, shall be responsible for overall development, management and implementation of this policy.

COMMISSION ADOPTED POLICY
Procurement Policy – Appendix D
Debarment



Adopted: December 16, 2014

Revised: N/A

Page 1 of 1

1.0 **Purpose and Need**

To ensure HRSD receives the best value with all procurement actions, contractors that fail to meet HRSD standards may be debarred and prevented from being awarded work from HRSD for a specified period of time. Debarment is a serious action and shall only be pursued when continued use of a particular contractor threatens HRSD's ability to meet regulatory requirements, requires inordinate levels of inspection, administration or supervision, poses a legal, financial or reputational risk to HRSD or a locality partner or the contractor has previously demonstrated the inability to meet HRSD schedules or quality requirements, provides poor references or is in active litigation related to HRSD work or similar projects.

2.0 **Procedures**

The Chief of Procurement or Director of Engineering shall regularly evaluate prospective contractors to determine eligibility for contracting for particular types of supplies, services, insurance or construction.

If a determination is made that a prospective contractor should not be eligible, the Chief of Procurement or Director of Engineering shall submit a written report notifying the contractor of the proposed debarment and specified period of time, disclosing factual support for the contractor's unsatisfactory performance and/or other reasons for the proposed debarment, and allowing the contractor an opportunity to inspect any documents relating to the proposed debarment within five (5) business days after receipt of notification and to submit rebuttal information within ten (10) business days after receipt of notification.

The Chief of Procurement or Director of Engineering shall revise the report as appropriate within five (5) business days after receipt of rebuttal information and submit the revised report to the contractor and the General Manager.

The General Manager shall submit the revised report and recommended action to the HRSD attorney for review and to the Commission for action. The Chief of Procurement or Director of Engineering shall notify the contractor of the Commission's final determination including, if debarred, the basis of the debarment and the term of the debarment.

3.0 **Responsibility and Authority**

Under the direction of the Director of Finance, the Chief of Procurement, as well as the Director of Engineering, shall be responsible for overall development, management and implementation of this policy.

COMMISSION ADOPTED POLICY
Procurement Policy – Appendix E
Withdrawal of Bids



Adopted: December 16, 2014

Revised: N/A

Page 1 of 1

1.0 Purpose and Need

Occasionally a bidder requests to withdraw a bid due to a mistake. It is not in HRSD's best interest to force a bidder to perform if the bidder actually made an error in their bid preparation. However, in a competitive bid environment, bidders cannot be allowed to withdraw bids without just cause as this practice can undermine the integrity of the bidding process. HRSD shall follow these procedures to protect the integrity of the bidding process when considering a request to withdraw a bid.

2.0 Procedures

For bids on construction projects, withdrawal procedures shall be in accordance with §2.2-4330 where the bidder shall give notice in writing of his claim of right to withdraw his bid within two business days after the conclusion of the bid opening procedure and shall submit original work papers with such notice.

For bids other than construction bids, the same withdrawal procedures shall be followed.

The Chief of Procurement or the Director of Engineering will review the request to withdraw and make a determination based on the evidence provided in accordance with §2.2-4330.

3.0 Responsibility and Authority

Under the direction of the Director of Finance, the Chief of Procurement, as well as the Director of Engineering, shall be responsible for overall development, management and implementation of this policy.

COMMISSION ADOPTED POLICY
Procurement Policy – Appendix F
PPEA



Adopted: December 15, 2014

Revised: N/A

Page 1 of 4

1.0 Purpose and Need

This policy is intended to encourage competition and guide the procurement of projects under Public-Private Education Facilities and Infrastructure Act.

2.0 Procedures

General. Prior to developing or operating the qualifying project, the selected private entity shall enter into a comprehensive agreement with HRSD. Prior to entering a comprehensive agreement, an interim agreement may be entered into that permits a private entity to perform compensable activities related to the project. Any interim or comprehensive agreement shall define the rights and obligations of HRSD and the private entity with regard to the project. The interim and comprehensive agreements and any amendments thereto must be approved by the HRSD Commission.

Interim Agreement Terms. Prior to or in connection with the negotiation of the comprehensive agreement, HRSD may enter into an interim agreement with the private entity proposing the development or operation of the qualifying project. The scope of an interim agreement may include, but is not limited to:

1. Project planning and development;
2. Design and engineering;
3. Environmental analysis and mitigation;
4. Survey;
5. Ascertaining the availability of financing for the proposed facility through financial and revenue analysis;
6. Establishing a process and timing of the negotiation of the comprehensive agreement; and
7. Any other provisions related to any aspect of the development or operation of a qualifying project that the parties may deem appropriate prior to the execution of a comprehensive agreement.

Comprehensive Agreement Terms. Prior to developing or operating the qualifying project, the selected private entity shall enter into a comprehensive agreement with HRSD. The comprehensive agreement shall define the rights and obligations of HRSD and the private entity with regard to the project.

COMMISSION ADOPTED POLICY
Procurement Policy – Appendix F
PPEA



Adopted: December 15, 2014

Revised: N/A

Page 2 of 4

As provided by the PPEA, the terms of the comprehensive agreement shall include, but not be limited to:

1. The delivery of maintenance, performance, and payment bonds or letters of credit in connection with any acquisition, design, construction, improvement, renovation, expansion, equipping, maintenance, or operation of the qualifying project, in the forms and amounts satisfactory to HRSD and in compliance with § 2.2-4337 for those components of the qualifying project that involve construction;
2. The review and approval of plans and specifications for the qualifying project by HRSD;
3. The rights of HRSD to inspect the qualifying project to ensure compliance with the comprehensive agreement;
4. The maintenance of a policy or policies of liability insurance or self-insurance reasonably sufficient to insure coverage of the project and the tort liability to the public and employees and to enable the continued operation of the qualifying project;
5. The monitoring of the practices of the private entity by HRSD to ensure proper maintenance, safety, use, and management of the qualifying project;
6. The terms under which the private entity will reimburse HRSD for services provided;
7. The policy and procedures that will govern the rights and responsibilities of HRSD and the private entity in the event that the comprehensive agreement is terminated or there is a material default by the private entity including the conditions governing assumption of the duties and responsibilities of the private entity by HRSD and the transfer or purchase of property or other interests of the private entity by HRSD;
8. The terms under which the private entity will file appropriate financial statements on a periodic basis;
9. The mechanism by which user fees, lease payments, or service payments, if any, may be established from time to time upon agreement of the parties. Any payments or fees shall be the same for persons using the

COMMISSION ADOPTED POLICY
Procurement Policy – Appendix F
PPEA



Adopted: December 15, 2014

Revised: N/A

Page 3 of 4

facility under like conditions and that will not materially discourage use of the qualifying project;

- a. A copy of any service contract shall be filed with HRSD;
 - b. A schedule of the current user fees or lease payments shall be made available by the private entity to any member of the public upon request;
 - c. Classifications according to reasonable categories for assessment of user fees may be made.
10. The terms and conditions under which HRSD will contribute financial resources, if any, for the qualifying project;
 11. The terms and conditions under which existing site conditions will be assessed and addressed, including identification of the responsible party for conducting the assessment and taking necessary remedial action;
 12. The terms and conditions under which HRSD will be required to pay money to the private entity and the amount of any such payments for the project;
 13. Other requirements of the PPEA or other applicable law; and
 14. Such other terms and conditions as HRSD determines serve the public purpose of the PPEA.

Notice and Posting requirements. In addition to the posting requirements of Section IV, HRSD shall advertise for a public hearing to discuss proposals it has received or the negotiated interim or comprehensive agreements. Such hearing may occur at a regularly scheduled meeting of the Board. Such notice shall be at least 30 days prior to the public hearing. Public comments may be submitted to HRSD at any time during the notice period and prior to the public hearing. After the public hearing and the end of the public comment period, no additional posting shall be required based on any public comment received.

Once the negotiation phase for the development of an interim or a comprehensive agreement is complete and a decision to award has been made, the proposed agreement shall be posted in the following manner:

1. On the HRSD website for 30 days prior to the execution of the agreement.

COMMISSION ADOPTED POLICY
Procurement Policy – Appendix F
PPEA



Adopted: December 15, 2014

Revised: N/A

Page 4 of 4

2. In addition to the posting requirements, a copy of the proposals shall be made available for public inspection. Trade secrets, financial records, or other records of the private entity excluded from disclosure under the provisions of subdivision 11 of §2.2-3705.6 shall not be required to be posted, except as otherwise agreed to by the HRSD and the private entity.
3. Any studies and analyses considered by HRSD in its review of a proposal shall be disclosed at some point prior to the execution of an interim or comprehensive agreement.

Once an interim agreement or a comprehensive agreement has been entered into, the HRSD shall make procurement records available for public inspection, upon request.

1. Such procurement records shall include documents protected from disclosure during the negotiation phase on the basis that the release of such documents would have an adverse effect on the financial interest or bargaining position of HRSD or the private entity in accordance.
2. Such procurement records shall not include:
 - a. trade secrets of the private entity as defined in the Uniform Trade Secrets Act (§ 59.1-336 et seq.) or
 - b. financial records, including balance sheets or financial statements of the private entity that are not generally available to the public through regulatory disclosure or otherwise.

Actual timelines will depend on many factors, including complexity of the project, number of proposals received, staff workload, and Commission meeting schedules.

3.0 Responsibility and Authority

Under the direction of the Director of Finance, the Chief of Procurement, as well as the Director of Engineering, shall be responsible for overall development, management and implementation of this policy.

HRSD COMMISSION MEETING MINUTES
JANUARY 28, 2020

ATTACHMENT #4

AGENDA ITEM 9. TABB PRESSURE REDUCING STATION AND OFFLINE
STORAGE FACILITY

- [PURCHASE AND SALE AGREEMENT](#)
- [DEED \(forthcoming\)](#)
- [PROPERTY LOCATION](#)

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") made this 27 day of DECEMBER, 2019, by and between **HARRY RICHARD ASHE**, hereinafter referred to as Seller, and **HAMPTON ROADS SANITATION DISTRICT**, a political subdivision of the Commonwealth of Virginia ("HRSD"), Purchaser.

RECITALS

- A. Seller is the owner in fee simple absolute of a certain parcel of property approximately five acres in area, being a part of 900 Yorktown Road, Yorktown, Virginia, GPIN T04D-3932-0449, such property being more particularly described in Exhibit A and shown on Exhibit B [*resubdivision plat forthcoming*], both of which are attached to and made a part of this Agreement (the "Property").
- B. HRSD desires to purchase the Property from the Seller for the purpose of expanding and improving HRSD wastewater infrastructure for the region.
- C. Seller is willing to sell the Property to HRSD subject to the terms and conditions set forth in this Agreement.
- D. These recitals are incorporated by this reference into this Agreement.

NOW, THEREFORE, in consideration of the purchase price and the mutual promises contained in this Agreement, the parties agree as follows:

- 1. SALE. Seller agrees to sell and HRSD agrees to purchase the Property, shown on Exhibit A, together with all rights and appurtenances thereto, including all right, title and interest of Seller in and to any land lying in the bed of any highway, street, road, or avenue, open or proposed, in front of or abutting, or adjoining such tract or piece of land and any riparian rights, if any, and any rights, easements, and appurtenances pertaining thereto, and any building and other property situated thereon, including all personal property, attached or appurtenant to, located in or on, or used in connection with the real property, if any. The real property and the personal property are called "the Property".
- 2. PURCHASE PRICE. The purchase price (the Purchase Price) for the Property is Three Hundred Thousand Dollars and 00/100 cents (\$300,000.00), and the Purchase Price shall be paid to the Seller by certified check or wired funds at closing.

3. CONVEYANCE.

- a. At the Closing, Seller shall convey title to the Property in fee simple, by general warranty deed, free and clear of any and all liens, mortgages, deeds of trust, security interests, leases, covenants, conditions, restrictions, easements, rights-of-way, licenses, encroachments, judgments or encumbrances of any kind, except for the following permitted exceptions: (a) the lien of real estate taxes not yet due and payable; (b) zoning and building restrictions and other laws, ordinances, and regulations of governmental bodies having jurisdiction over the Property; and (c) matters of record affecting title to the property, as reviewed and approved (or deemed approved) by HRSD in accordance with this Agreement. Except as expressly stated in this Agreement, the Property shall be conveyed in "AS IS" condition.

- b. Title to the Property shall be good and marketable and, if HRSD chooses to obtain title insurance, insurable by a nationally recognized ALTA title insurance company of HRSD's choice at normal rates. In the event that a title examination discloses defects of title or other matters unsatisfactory to HRSD at HRSD's sole determination, HRSD shall notify Seller in writing (an "Objection Notice"), within 90 days of the Effective Date, of such title defects or other matters to which HRSD objects. Seller covenants that it shall cure all monetary encumbrances and all title objections which may be cured by execution of a document requiring the signature of no party other than Seller (including any affidavits which may reasonably be required by the title insurer). Seller may notify HRSD in writing (an "Objection Response"), within ten (10) business days after receiving an Objection Notice if it believes that the Objection Notice makes reference to any title defect or other matter that Seller cannot or elects not to cure. Upon receipt of an Objection Response from Seller, HRSD shall have the option either to (i) terminate this Agreement by notice to Seller given within ten (10) business days of the Objection Response or (ii) accept the defects, exceptions or other matters referenced in such Objection Response and proceed to Closing hereunder with no reduction of the Purchase Price. Seller shall have the period until the Closing date within which to correct all defects, exceptions or other matters that it is required or elects to cure. Seller shall provide such documents (including evidence of authority), affidavits, and other

instruments that may be reasonably required for the issuance of a title insurance policy to HRSD.

- c. Possession of the Property will be given to HRSD at Closing, except that HRSD will have earlier access to the Property for the purposes specified herein.
 - d. Seller agrees to pay Grantor's tax, proration of real estate taxes and storm water fees and agrees to deliver possession of the Property to HRSD at settlement. HRSD will pay all other fees charged in connection with preparation and recordation of the deed and resubdivision plat.
 - e. Seller and HRSD agree that the attorney selected by HRSD shall act as the Settlement Agent at HRSD's expense. The Settlement Agent shall prepare the settlement statement, update and record the deed, collect and disburse settlement funds in accordance with this Agreement and the settlement statement, and file any required state and federal tax forms or other certifications.
4. RIGHT OF ENTRY. HRSD and HRSD's authorized representatives may at any reasonable time and after giving reasonable notice to Seller, enter upon the Property for the purpose of making inspections, appraisals, surveys, including but not limited to the cutting of survey lines and putting up markers and driving stubs and stakes, site analysis, engineering studies, core sampling for engineering reports, and locating existing rights of way, easements, and utilities. HRSD will exercise this right of entry in such a way so as to not cause unreasonable damage to the Property. HRSD agrees to indemnify and save harmless the Seller and its tenant from all claims of liability for any personal injury or property damage or otherwise to any person or property caused by any action or omission of HRSD or its agents on the Property before or after Closing.
5. CONDITIONS AND CONTINGENCIES.
- a. HRSD's obligations are expressly conditioned upon the waiver or satisfaction of each of the following conditions in the sole determination of HRSD. If any one of the following conditions cannot be met within 90 days after the Effective Date (the Effective Date being defined as the date the contract is endorsed by both HRSD and Seller), HRSD may unilaterally terminate this Agreement:

- i. Receipt of a satisfactory title commitment with all unacceptable title exceptions, encumbrances, and conditions as deemed by HRSD removed or cured at Seller's cost; however, if Seller chooses not to remove or cure any such title exception, HRSD's sole remedy shall be to terminate this Agreement;
 - ii. Receipt of a Phase I Environmental Assessment and Report (Phase I Report) conducted and prepared by an environmental engineering and inspection company selected by HRSD at HRSD's expense and such other testing and reports as may be reasonably required by HRSD or recommended in the Phase I Report;
 - iii. Seller's compliance of all its obligations under this Agreement.
- b. This Agreement is expressly conditioned upon the completion of all title and environmental "due diligence" by HRSD and notification to the Seller in writing of any conditions that are unsatisfactory to HRSD within the 90 day period. In the event HRSD fails to notify the Seller in writing within such 90 day period, any objection to such conditions shall be deemed waived by HRSD and the parties shall proceed to closing; provided, however, in no event shall any mortgage, deed of trust, security agreement or monetary lien against the Property be deemed waived objections and the Seller agrees that the same shall be removed and released as liens on the Property on or before Closing.
- c. This Agreement is contingent upon HRSD receiving approval by York County of a resubdivision plat upon terms acceptable to HRSD at their sole discretion.
- d. This Agreement is contingent on the review and approval of the purchase by the Hampton Roads Sanitation District Commission and upon such Commission granting authorization to the General Manager to proceed under the terms of this Agreement.
- e. This Agreement is contingent on HRSD's review of all necessary permits and approvals from all applicable government bodies to construct a pressure reducing station on the property with all necessary attendant facilities.

6. ENVIRONMENTAL AND RELATED MATTERS.

- a. As a condition precedent to HRSD's obligation to purchase, HRSD, at HRSD's expense, may have a Phase I Environmental Assessment of the Property performed by a qualified environmental consultant (the Consultant) selected by HRSD and reasonably acceptable to Seller, conducted in accordance with standard commercial practice at the time of the assessment. A copy of the Phase I Environmental Assessment will be made available to Seller, together with copies of any supplemental reports or assessments.
- b. If the Consultant recommends soil, water, or structural remediation or further assessment activity after or as a result of performing a Phase I Environmental Assessment or if HRSD otherwise determines, in its reasonable judgment, that further assessment activity (including, but not limited to, a Phase II Environmental Assessment) is desirable, HRSD may at its option:
 - (i) Terminate this Agreement; or
 - (ii) Extend the time for closing for an additional period of sixty (60) days in order to perform any such additional assessment at HRSD's expense; or
 - (iii) Waive the environmental defect and proceed to Closing.

In the event HRSD chooses to perform any additional assessment, such as a Phase II, and determines that the results of such assessment are not satisfactory, HRSD may at its option:

- (i) Terminate this Agreement; or
- (ii) Waive the environmental defect and proceed to Closing.

7. REPRESENTATIONS AND WARRANTIES BY SELLER. Seller represents and warrants as of the date of this Agreement and as of the date of Closing that: Seller has the right, title, and authority to enter into this Agreement and to perform its obligations hereunder.

Seller further represents and warrants and shall deliver to HRSD at or prior to the Settlement, an Affidavit prepared by HRSD evidencing the following facts:

- (i) Other than this Agreement, there are no other contracts for sale or options involving the Property now in effect;

- (ii) To the best of Seller's knowledge, no other party has any right, title or interest in the Property;
- (iii) There are no unrecorded leases, options, licenses or easements existing in connection with the property to which the Seller has knowledge;
- (iv) There are no adverse government notifications or proceedings and there is no pending or threatened litigation or any other potentially adverse claims affecting the property to which the Seller has knowledge.
- (v) Foreign Status. Seller is not a foreign corporation, person or entity and is a "United States Corporations, Person or Entity" as such terms is defined in Section 1445 and in Section 7701 (a)(30) of the Internal Revenue Code of 1986, as amended (the "Code") and shall deliver to HRSD at or prior to the Settlement an Affidavit prepared by HRSD evidencing such fact and such other documents as may be required under the Code.
- (vi) From and after the date of this Agreement, Seller shall not transfer any interest in, or grant any easements or enter into any contractual agreement or understanding, written or oral, with respect to the Property or any portion thereof or make any changes at all that require recordation and therefore modifications to title, without the prior written consent of HRSD.
- (vii) The Seller warrants that to the best of his knowledge there are no hazardous wastes which would prevent HRSD's intended use of the land. To the best of the Seller's knowledge: (i) none of the Property has been excavated (except for standard grading related to site development); (ii) no hazardous materials, toxic chemicals, or similar substances, as defined by 42 U.S.C. §1251, et seq. or 42 U.S.C. §6901, et seq. or 42 U.S.C. §9601, et seq., or 33 U.S.C. §1317(1), or 15 U.S.C. §2606(f), or 49 U.S.C. §1801, et seq., or regulations adopted pursuant thereto, or any similar provision of any applicable state, Federal, or local law (collectively "Hazardous Materials"), are or were stored or used on or under or otherwise were or are in existence or were in any way dealt with on or under the Property; and (iii)

no owner or occupant to the best of Seller's knowledge, has received any notice from any governmental agency with regard to such Hazardous Materials contained on the Property.

8. NOTICES. All notices to the parties hereto will be delivered by hand, via certified mail return receipt requested, or via facsimile and all be deemed effective upon delivery if by hand and upon confirmation of receipt if by other means, to the following address until the address is changed by notice in writing to the other party:

HRSD: Edward G. Henifin, P.E.
General Manager
P.O. Box 5911
Virginia Beach, Virginia 23471-0911
Fax: (757) 363-7917

Copy to: Conway H. Sheild, III
Jones, Blechman, Woltz & Kelly, P.C.
701 Town Center Drive, Suite 800
Newport News, Virginia 23606
Fax: (757) 873-8055

Seller: Harry Richard Ashe
632 Hampton Highway
Yorktown, Virginia 23693
Fax:

9. CLOSING. Unless this Agreement is terminated pursuant to its terms or by mutual agreement of the parties, Closing will be made at the offices of the Settlement Agent within 120 days of the Effective Date, unless extended by terms of these agreements or by mutual agreement of the parties.
10. SURVIVAL. The provisions contained in this Agreement will be true as of the date of this Agreement and as of the date of Closing.
11. RISK OF LOSS. All risk of loss or damage to the Property by fire, windstorm, casualty, or other cause is assumed by Seller until Closing. In the event of substantial loss or damage to the Property before Closing, HRSD will have the option of either:
- a. Terminating this Agreement, or

- b. Affirming this Agreement and proceeding to Closing.
12. CONDEMNATION. Seller covenants and warrants that Seller has not heretofore received any notice of any condemnation proceeding or other proceeding in the nature of eminent domain in connection with the Property. If prior to Settlement any such proceeding is commenced or any change is made, or proposed to be made, to the current means of ingress and egress to the Property or to the roads or driveways adjoining the Property, or to change such ingress or egress or to change the grade thereof, Seller agrees immediately to notify HRSD thereof. HRSD then shall have the right, at HRSD's option, to terminate this Agreement by giving written notice to Seller within thirty (30) days after receipt of such notice. HRSD has not issued any notice of condemnation proceedings to seller prior to this document.
13. DEFAULT AND REMEDIES.
- a. If the sale and purchase contemplated by this Agreement is not consummated because of Seller's or HRSD's default, the non-defaulting party may elect to:
 - i. Terminate this Agreement;
 - ii. Seek and obtain specific performance of this Agreement; or
 - iii. Pursue all other rights or remedies available at law or in equity, including an action for damages.
 - b. If either Seller or HRSD defaults under this Agreement, the defaulting party will be liable for any expenses incurred by the non-defaulting party in connection with the enforcement of its rights under this Agreement.
 - c. These remedies are cumulative and non-exclusive and may be pursued at the option of the non-defaulting party without a requirement of election of remedies.
14. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties and will supersede the terms and conditions of all prior written and oral agreements, if any, concerning the matters it covers. The parties acknowledge there are no oral agreements, understandings, representations, or warranties that supplement or explain the terms and

conditions contained in this Agreement. This Agreement may not be modified except by an agreement in writing signed by the parties.

15. WAIVER. Failure to insist upon strict compliance with any of the terms, covenants, or conditions hereof will not be deemed a waiver of the term, covenant, or condition, nor will any waiver or relinquishment of any right or power at any one time or more times be deemed a waiver or relinquishment of the right or power at any other time or times.
16. SEVERABILITY. This Agreement will be construed in its entirety and will not be divisible, except that the invalidity or unenforceability of any provision hereof will in no way affect the validity or enforceability of any other provision.
17. CAPTIONS. Captions are used in this Agreement for convenience only and will not be used to interpret this Agreement or any part of it.
18. GOVERNING LAW. This Agreement is to be construed in accordance with the laws of the Commonwealth of Virginia.
19. CHOICE OF FORUM/JURISDICTION. The parties hereby consent to the jurisdiction and venue of the courts of the Commonwealth of Virginia, specifically to the courts of York County, Virginia, and to the jurisdiction and venue of the United States District Court for the Eastern District of Virginia in connection with any action, suit, or proceeding arising out of or relating to this Agreement and further waive and agree not to assert in any action, suit, or proceeding brought in York County, Virginia, or the Eastern District of Virginia that the parties are not personally subject to the jurisdiction of these courts, that the action, suit, or proceeding is brought in an inconvenient forum or that venue is improper.
20. WAIVER OF TRIAL BY JURY. THE PARTIES WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER PARTY AGAINST THE OTHER ON ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR ANY RELATED AGREEMENTS OR INSTRUMENTS AND THE ENFORCEMENT THEREOF, INCLUDING ANY CLAIM OF INJURY OR DAMAGE TO ANY PARTY OR THE PROPERTY OF ANY PARTY.
21. SUCCESSOR/ASSIGNMENT. This Agreement will be binding upon and the obligations and benefits hereof will accrue to the parties hereto, their heirs, personal representatives, successors, and assigns. This

Agreement is assignable by HRSD only upon written consent of the Seller, which consent will not be unreasonably withheld. If this Agreement is assigned by HRSD with Seller's consent, HRSD will nevertheless remain fully liable for its performance.

22. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each will be considered an original, and together they will constitute one Agreement.
23. FACSIMILE SIGNATURES. Facsimile signatures will be considered original signatures for the purpose of execution and enforcement of the rights delineated in this Agreement.
24. ETHICS IN PUBLIC CONTRACTING. By executing this Agreement, the undersigned Seller or its representative, and the representative of HRSD, certify that the prices agreed to in this Agreement were arrived at without collusion or fraud and that they have not offered or received any payment, kickbacks or other inducement from any other party to this Agreement or its agent or employee in connection with this Agreement, and that they have not conferred on any public employee having responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services (or anything of more than nominal value, present or promised) unless disclosed in this Agreement.
25. POTENTIAL FOR SECTION 1031 EXCHANGE. At no cost to Purchaser, Purchaser agrees to cooperate with Seller, if Seller so desires, in effecting a Section 1031 exchange.

[SIGNATURE PAGES TO FOLLOW]

SELLER:

By: Harry Richard Ashe
Harry Richard Ashe (signature)

IN WITNESS WHEREOF, the Hampton Roads Sanitation District Commission has caused this Agreement to be signed on its behalf by its General Manager in accordance with authorization granted at its regular meeting held on January 28, 2020. [This Agreement is expressly subject to approval by the HRSD Commission]

HAMPTON ROADS SANITATION DISTRICT

By: Edward G. Henifin
Edward G. Henifin, P.E.
General Manager

EXHIBIT A

IT BEING a 5-acre portion of a certain strip or parcel of land situate in York County, in the State of Virginia, and being described as part of a larger tract as follows, to-wit:

All that certain lot, piece or parcel of property, situate lying and being in the County of York, Virginia, containing 26.1975 acres more or less and set forth and shown on that certain plat entitled, "PLAT SHOWING PART OF THE T.D. TAYLOR ESTATE 26.1975 ACRES +/- , LOCATED ON YORKTOWN ROAD, COUNTY OF YORK, VIRGINIA," dated May 3, 1988, made by Johnson-Baird & Associates, Civil Engineer and Land Surveyors, and recorded in the Clerk's Office of the Circuit Court for the County of York, Virginia, in the Plat Book 10, page 530, to which reference is here made.

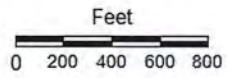
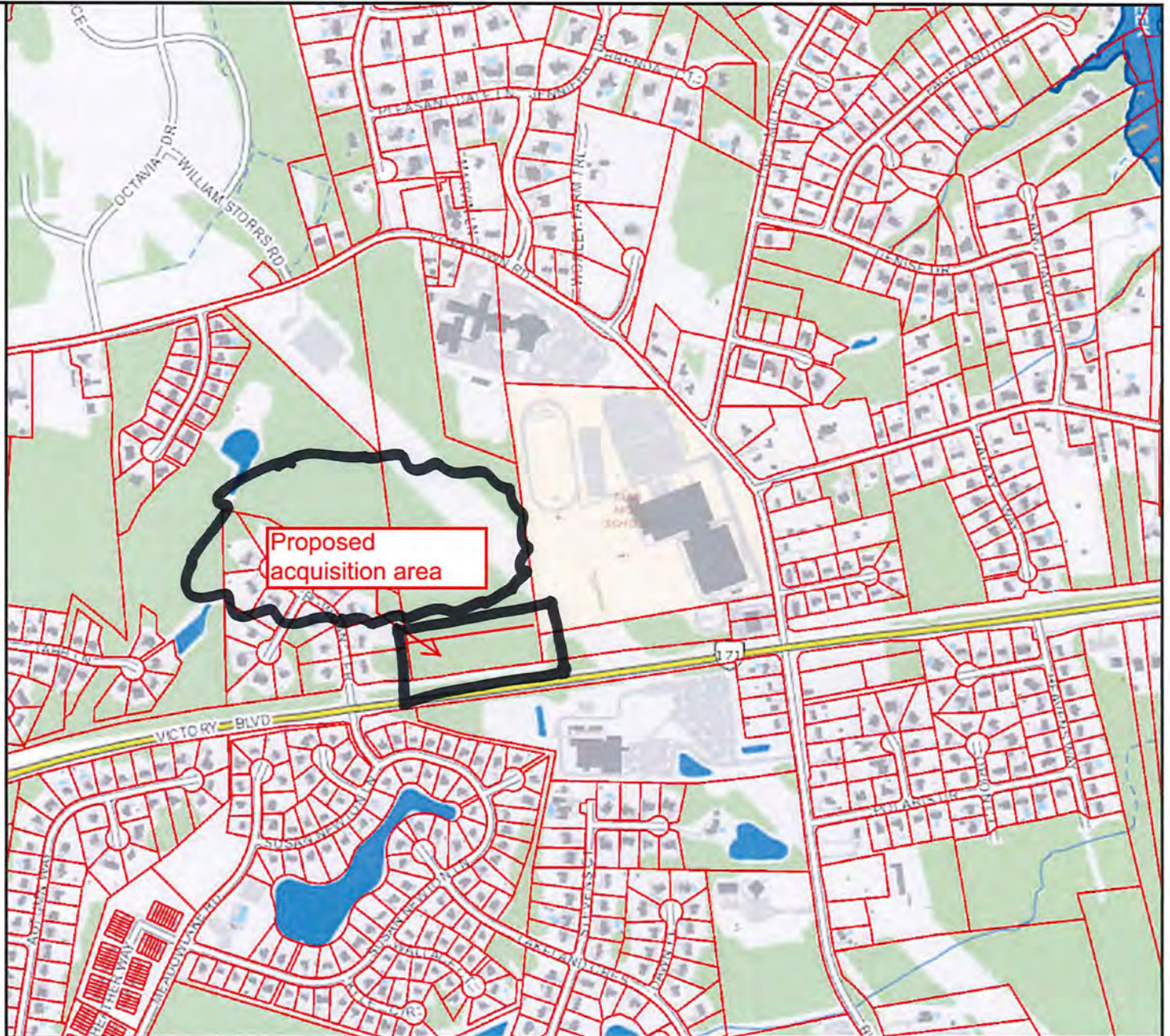
EXHIBIT B

[Resubdivision plat forthcoming]

York County, Virginia

Legend

- Parcel Boundary
- Plat Link



Title: 900 Yorktown Road - Ashe

Date: 12/6/2019

DISCLAIMER: This drawing is neither a legally recorded map nor a survey and is not intended to be used as such. The information displayed is a compilation of records, information, and data obtained from various sources, and York County is not responsible for its accuracy or how current it may be.

HRSD COMMISSION MEETING MINUTES
JANUARY 28, 2020

ATTACHMENT #5

AGENDA ITEM 11. JAMES RIVER TREATMENT PLANT LAND ACQUISITION FOR SWIFT FACILITIES PRESENTATION

- [Presentation](#)
- [Executed Agreement](#)



James River Treatment Plant Newport News, VA

**Newport News City Council
January 28, 2020**

HRSD Property Acquisition Request

- Previously presented plan to Council at working session on November 12th
- Held two public Open Houses and met with “Friends of River View Farm Park”
- Here to describe revised plan based on public feedback received
 - Same request for purchased property – 10 acres, more than half will be set aside in recreation easement
 - Extend original public walking trail around City Farm
 - New well locations

Public open houses events were held on Saturday, December 7th and Thursday, January 9th

- Great notice with Daily Press articles
- 79 people signed in
- 37 written comments
- Very positive
 - Mainly focused on trail extension







3.1± Acres

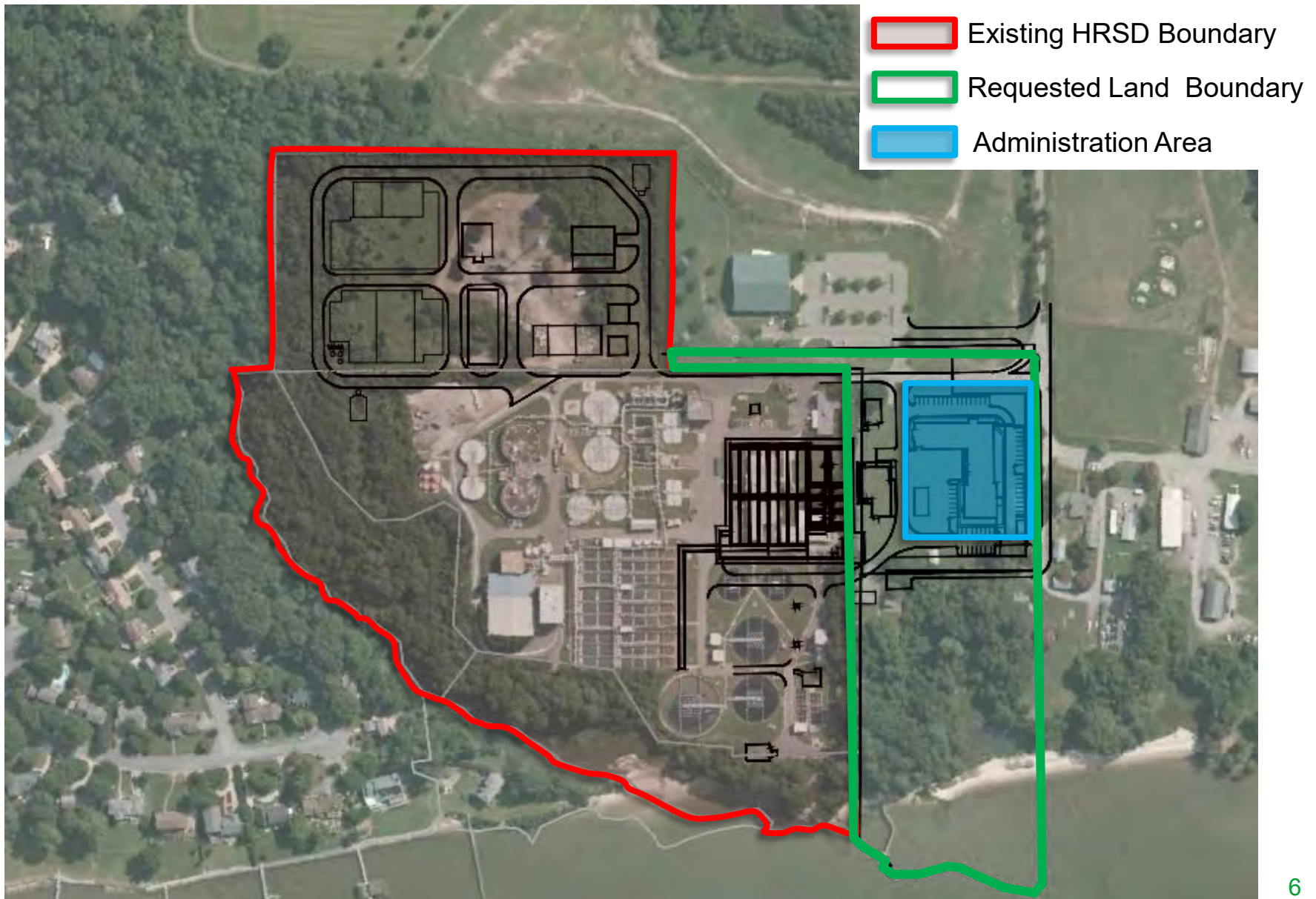
3.2± Acres

4.5± Acres

5.7± Acres

N

SWIFT Facilities at James River Treatment Plant





STORM SURGE

RPA

Connection to Riverview Park

Boardwalk / Deck

Asphalt Trail



Trail on Grade
Trail with Shoreline Stabilization
Boardwalk / Deck

Fence Line
RPA Boundary
Wetland
Significant Grade

Boardwalk / Deck

Trail with Shoreline Stabilization

Elevated Boardwalk



Boardwalk / Deck

PROPERTY BOUNDARY

HRSD



Existing Riverview Multipurpose Trail

Proposed Trail Head

Proposed Multi-use Trail Connection

Proposed Trail Head

Proposed Connection to Marina

HRSD James River Treatment Plant

Proposed Trail Head

Proposed Multi-use Trail

Proposed Multi-use Trail

Proposed Pedestrian Trail


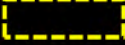

Existing Riverview Trail


Deep Creek

James River

Previously proposed recharge well locations


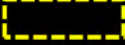




-  Menchville landfill site
-  HRSD James River Treatment Plant
-  HRSD Force Main Pipe

 Proposed recharge well location

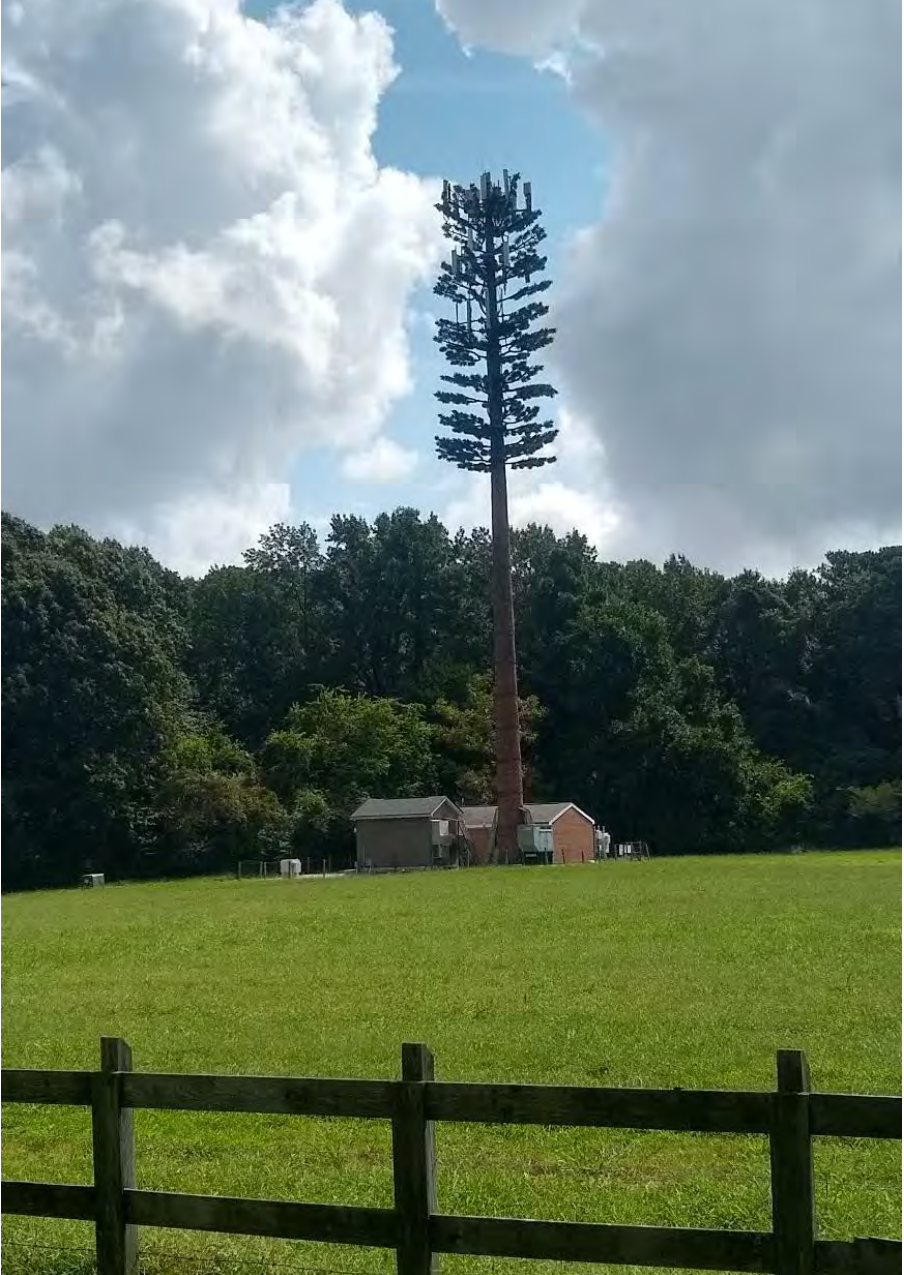
Revised recharge well locations



-  Menchville landfill site
-  HRSD James River Treatment Plant
-  HRSD Force Main Pipe

 Proposed recharge well location

Previous proposal for recharge well structure near cell tower



Proposed recharge well structure



Proposed recharge well structure, with bathrooms



Proposed recharge well structure, with picnic shelter





**HRSD North Shore
Operations Center
Newport News, VA**

-  Existing HRSD Property
-  Releasing HRSD Property
-  Proposed Conveyance

Direct Benefits for Newport News

- Public access to river views on new walking trail
- Administration building buffer to plant – parking, rest rooms and community use of meeting space
- Conservation easement on waterfront portion of buffer
- Cash payment
- Approximately 10-acre site on G Avenue



Schedule moving forward

Dec/Jan	HRSD Hosted public meeting on concept
Jan 2020:	Get agreement on general concept and approval to move forward with City staff to develop agreement for sale of property
Feb 2020	City Council action scheduled to consider agreement and sale of property
Spring 2020:	HRSD issues RFP for Design-Build Team
Late 2021/Early 2022:	Construction start at James River Treatment Plant
Fall 2025:	Recharge starts at James River

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**OPTION AGREEMENT AND AGREEMENT OF PURCHASE AND SALE
BY AND BETWEEN
THE CITY OF NEWPORT NEWS, VIRGINIA
AND
HAMPTON ROADS SANITATION DISTRICT**

March 23, 2021

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OPTION AGREEMENT AND AGREEMENT OF PURCHASE AND SALE

THIS OPTION AGREEMENT AND AGREEMENT OF PURCHASE AND SALE (this "Agreement"), dated as of the 23rd day of March, 2021, is made by and between the CITY OF NEWPORT NEWS, VIRGINIA, a municipal corporation of the Commonwealth of Virginia (hereinafter called "City") and HAMPTON ROADS SANITATION DISTRICT, a political subdivision of the Commonwealth of Virginia (hereinafter called "HRSD").

RECITALS:

1. HRSD is a political subdivision of the Commonwealth of Virginia, created in 1940, which owns and operates a sanitary sewer conveyance system and sixteen wastewater treatment plants for the purpose of protecting public health and the waters of Hampton Roads by treating wastewater effectively.
2. To advance the purpose of protecting public health and supporting environmental stewardship, HRSD created an innovative water treatment project called the Sustainable Water Initiative for Tomorrow ("SWIFT Project").
3. HRSD's SWIFT Project was conceived with multiple benefits in mind for the Hampton Roads region. This innovative water purification project is designed to enhance the sustainability of the long-term groundwater supply and help address other environmental pressures such as sea level rise and saltwater intrusion. The SWIFT Project is intended to achieve these benefits by taking highly-treated wastewater that would otherwise be discharged into the Chesapeake Bay watershed, purifying it through multiple steps of advanced water treatment to meet drinking water standards, and recharging the resulting drinking quality water into the Potomac aquifer deep underground. Most importantly, with respect to Total Maximum Daily Load (TMDL) benefits, SWIFT will result in a significant reduction in the total volume of HRSD discharge to the Chesapeake Bay watershed, to achieve greater environmental benefits with corresponding significant reductions of total nitrogen

(TN), total phosphorus (TP) and total suspended solids (TSS) discharges to the Chesapeake Bay watershed.

4. HRSD and the City entered into the Hampton Roads Water Quality Credit Agreement for Chesapeake Bay Restoration ("Trading Agreement") on July 11, 2017. Pursuant to Virginia Code § 62.1-44.19:21 and § 62.1-44.19:21.1, the City may acquire and use TN, TP and TSS credits for purposes of compliance with the Chesapeake Bay TMDL loading reductions of its MS4 Virginia Stormwater Management Program (VSMP) Permit, including credits generated by the SWIFT Project. The Trading Agreement provides such credits for the City to meet its obligations to reduce TN, TP and TSS as required by its municipal separate stormwater sewer system ("MS4"). The MS4 is subject to the Chesapeake Bay TMDL as derived from the Virginia Watershed Implementation Plan (WIP) and to a VSMP Permit issued to the City by Virginia Department of Environmental Quality (DEQ). As a result of the VSMP Permit, the City is required to develop and implement Chesapeake Bay and Local TMDL Action Plans. The credits provided to the City by HRSD under the Trading Agreement will be used to assist the City with meeting the Chesapeake Bay TMDL pollutant reduction requirements for the Second and Third Bay TMDL Permit Cycle saving the City millions of dollars. The ability to generate TN, TP, and TSS credits through the SWIFT Project and apply those credits as progress under the Hampton Roads localities' MS4 Permits and associated TMDL Action Plans is a fundamental premise for the SWIFT Project. HRSD is proceeding with the SWIFT Project, and the City is supporting it, in large part in reliance on these critical water quality trading-based benefits.

5. The SWIFT Project requires HRSD to construct advanced water treatment facilities to treat HRSD's highly treated wastewater effluent to meet drinking water standards prior to pumping that SWIFT Project-water into the ground. Ideally, those facilities need to be in close proximity to existing HRSD facilities or centrally located to allow consolidation of advanced treatment of effluent from multiple HRSD facilities. HRSD does not have adequate land available at the following treatment plants: Williamsburg, Boat Harbor, Army Base, Virginia Initiative Plant and James River.

HRSD has previously entered into an agreement with the City of Norfolk for land adjacent to the Virginia Initiative Plant. Accordingly, HRSD is actively seeking appropriate sites for SWIFT Project facilities for these additional existing treatment plants.

6. HRSD desires to expand the SWIFT Project to its James River Treatment Plant located at 101 and 201 City Farm Road in Newport News, Virginia, and has identified approximately ten (10) acres of land, as defined on Exhibit A attached hereto (“the Property”), adjacent to the James River Treatment Plant for plant expansion to accommodate SWIFT Project facility construction at the James River Treatment Plant. The plant expansion at the James River Treatment Plant contemplates a significant investment in the construction of replacement administrative support facilities, parking and related non-process storage and maintenance facilities, as well as new water treatment plant infrastructure to support and implement the SWIFT Project.

7. In exchange for the Property, HRSD has offered certain considerations to the City, as further set forth herein.

8. The City and HRSD wish to set forth the terms of the sale and purchase of the Property and hereby agree to the terms and conditions defined in this Agreement.

ARTICLE I
OPTION

1.1 **Option.** The City hereby grants to HRSD an option to purchase the Property upon the terms and conditions set forth herein (the “Option”).

1.2 **Due Diligence.** The “Due Diligence Period” shall be a period of ninety (90) days beginning on the date this Agreement has been fully approved and executed by the parties hereto. HRSD shall have the right to extend the Due Diligence Period for up to two (2) additional periods of ninety (90) days each by giving the City written notice thereof prior to the expiration of the Due Diligence Period. The extension of the Due Diligence Period is subject to approval by the City, which shall not be

unreasonably withheld. During the Due Diligence Period, HRSD shall determine if the results of its inspections, investigations and the like are satisfactory to HRSD.

1.3 Right of Entry. At all times prior to the expiration or sooner termination of this Agreement, but upon reasonable advance notice to the City, HRSD shall have the right to enter onto the Property for the purpose of making surveys, environmental tests, and soil tests provided such testing does not materially interfere with City's use of the Property and further provided that said tests shall not be so exercised as to cause material damage to said Property. All such testing is to be at the sole risk and expense of HRSD. HRSD shall coordinate with and obtain the approval of the City's Department of Parks, Recreation & Tourism regarding the scheduling of entry and access pursuant hereto. In connection with this right to enter upon the Property, HRSD agrees (i) to restore the Property to its prior condition after the performance of any such survey or other investigation and (ii) to indemnify, defend and hold the City harmless from and against all costs, losses, damages, and expenses, including reasonable attorneys' fees, arising out of the activities of HRSD and/or its employees, agents and representatives on the Property. The City shall have the right to be present during any entry upon the Property by HRSD. HRSD agrees to furnish to the City a copy of any reports generated during its evaluation of the Property.

1.4 Environmental. HRSD shall cause any environmental studies that it deems necessary to be performed, at its sole cost and expense, during the Due Diligence Period. HRSD shall have no obligation to pay any consideration hereunder until it has completed its due diligence.

1.5 Conditional Use Permit. No later than sixty (60) days after the parties have executed this Agreement, HRSD shall submit a completed application to the City's Department of Planning for a conditional use permit that permits the Intended Use, as defined herein. The City shall sign the application as the property owner, to the extent necessary. HRSD has no obligation to accept any terms and conditions required by the City to obtain the conditional use permit, but failure to do so may result in the conditional use permit not being issued. The parties shall work diligently to complete the conditional use permit process prior to the expiration of the Due Diligence Period. If a

conditional use permit allowing the Intended Use of the Property is not granted prior to the expiration of the Due Diligence Period as extended in accordance with the terms hereof, HRSD shall have the right to terminate this Agreement by written notice to the City. The City, in its authorization of this agreement, makes no warranties or commitments to the outcome of the conditional use permit application process.

1.6 Option Notice. On or prior to that date which is five (5) days after the expiration of the Due Diligence Period (the "Option Payment Deadline"), provided that HRSD does not terminate this Agreement in accordance with the terms hereof, HRSD shall pay, as consideration for the Option granted herein, One Hundred Thousand and 00/100 Dollars (\$100,000.00) (the "Option Fee"), which sum shall be non-refundable and shall be paid by HRSD to the City by wire transfer. If the Option Fee is not paid to the City in accordance with the terms hereof by the Option Payment Deadline, the City shall provide HRSD with written notice of its failure to pay and, absent such payment, this Agreement shall terminate automatically on that date which is thirty (30) days after the Option Payment Deadline. If the Option Fee is paid in accordance with the terms set forth herein, the Option shall then be non-revocable by the City and the Option Fee shall not be credited against the purchase price at settlement. In the event HRSD fails to exercise the Option granted hereunder prior to the expiration of the Option Term, the Option Fee shall continue to be the property of City and shall not be returned to HRSD. HRSD acknowledges that the City approvals required for development of the Property, including without limitation, any subdivision plats, zoning, conditional use and related permits are administrative functions of the City that are separate from and independent of this agreement.

1.7 Term. Provided that the Option Fee is paid by HRSD in accordance with the terms of this Agreement, the Option granted hereunder shall continue in effect for a period of 90 days after payment of the Option Fee by HRSD (the "Option Term").

1.8 Exercise of the Option. The Option granted hereunder shall be exercisable by HRSD by giving written notice to the City prior to the expiration of the Option Term.

ARTICLE II
PURCHASE AND SALE

If the Option is exercised by HRSD, this Agreement shall become a contract for the purchase and sale of the Property under the following terms and conditions:

2.1 Purchase and Sale. The City agrees to convey, and HRSD agrees to acquire, the Property in accordance with the terms and conditions set forth in this Agreement. The Property is the 9.4002 acre lot identified as Parcel A on that subdivision plat entitled, "PLAT SHOWING A SUBDIVISION AND OPEN SPACE EASEMENTS TO BE ACQUIRED FROM THE CITY OF NEWPORT NEWS BY HAMPTON ROADS SANITATION DISTRICT LOCATED AT 100 CITY FARM ROAD, NEWPORT NEWS, VIRGINIA" dated October 23, 2020, prepared by AECOM, attached hereto as **Exhibit A** (the "100 City Farm Road Subdivision Plat"). The City agrees to convey the Property to HRSD for a purchase price of Ten Million and 00/100 Dollars (\$10,000,000.00) (the "Purchase Price"), and the additional consideration set forth herein. In addition, City agrees to convey, and HRSD agrees to acquire, the Well Easements described in Article V of this Agreement for an additional One Million, Nine Hundred Twenty Thousand and 00/100 Dollars (\$1,920,000.00).

2.2 Construction of Trail System and Dedication of Open Space Easement. In addition to the Purchase Price, HRSD shall cause the construction of an expanded trail system serving Riverview Farm Park as well as the dedication of an Open Space Easement across a portion of HRSD-owned property at 101 and 201 City Farm Road, as shown on the 100 City Farm Road Subdivision Plat. The City will reserve an Open Space Easement across 4.3463 acres of Parcel A as shown and identified as Open Space Easement "B" on the 100 City Farm Road Subdivision Plat. Details of the expanded trail system and open space easement are further defined and expanded in Article III of this Agreement.

2.3 Conveyance of 2401 G Avenue. As additional consideration to City, HRSD agrees to convey to City the 2401 G Avenue Property, as hereinafter defined. Title shall be good and marketable, free of liens and encumbrances. The 2401 G Avenue Property is that 10.079 acre portion of property,

with all improvements thereon, designated as Parcel B-3A-1 on the subdivision plat entitled, "SUBDIVISION OF PARCEL B-3A 'SUBDIVISION OF PARCEL B-3' (INST. # 070025097) PROPERTY OWNED BY HAMPTON ROADS SANITATION DISTRICT, CITY OF NEWPORT NEWS, VIRGINIA," dated October 3, 2019, prepared by Johnson, Mirmiran & Thompson, attached hereto as **Exhibit B** (the "2401 G Avenue Subdivision Plat").

2.4 Other Consideration. In addition to the consideration generally described in Sections 2.1, 2.2, and 2.3 above, HRSD also commits to the provision of joint use facilities at its new administrative building, demolition of the former visitor center located at Riverview Farm Park, and to maintain access to the existing dog park at Riverview Farm Park, all being further defined and described in Article IV of this Agreement.

ARTICLE III OPEN SPACE EASEMENTS AND TRAIL SYSTEM

3.1 Open Space Easements. HRSD agrees to convey to City that portion of the Open Space Easement that is located on property currently-owned by HRSD, identified as Open Space Easement "A" on the attached **Exhibit A**. HRSD shall be responsible for maintaining the shoreline of the Property in accordance with all applicable laws, including those portions of the Property that are within the Open Space Easement area.

HRSD, in coordination with the City, shall, at HRSD's sole cost and expense, cause improvements, including without limitation, a pathway, benches, overlooks and related trail facilities, to be constructed in the Open Space Easement area and on HRSD property as more particularly set forth below. Design of all such facilities shall be developed in coordination with City staff and subject to City approval, which shall not be unreasonably withheld, conditioned or delayed. Unreasonable delays caused by the City review and approval process shall extend all related HRSD schedule obligations contained herein accordingly. The City shall be responsible for maintenance of any such public improvements constructed by HRSD in the Open Space Easement area,

including landscape maintenance in the areas around such improvements. The boundary line of the Open Space Easement shall be fixed by the recorded subdivision plat and will not change based on erosion or other changes in the shoreline.

3.2 Trail System. HRSD shall be responsible for all costs associated with the design and construction of a system of recreation multi-use trails (the "Recreation Trail") on property currently owned by HRSD, within the Open Space Easement, and on the adjacent City-owned property approximately as shown on **Exhibit C**.

(a) Recreation Trail Design and Approvals. Design of the Recreation Trail, including but not limited to path, materials, and amenities, shall be developed in coordination with City staff and subject to City approval, which shall not be unreasonably withheld, conditioned or delayed. Trail design shall include signage (including directional, mileage, informational, and regulation signs), benches, and trash cans to match existing City-owned and maintained multi-use trails. In general, the pedestrian trail along Flax Mill Creek (north and west of the HRSD plant) will be at least eight (8) feet wide and composed of asphalt on grade and bridgework/boardwalks on other areas. The remainder of the Recreation Trail will be designed for multipurpose use and will be at least ten (10) feet wide with asphalt on grade and elevated bridgework/boardwalks as appropriate to cross drainages. HRSD will keep the City informed of all permitting discussions with permitting agencies, including the Army Corps of Engineers, with regard to the Recreation Trail and the Marina Connection discussed below. Should HRSD be unable to obtain necessary permits for the agreed upon path of the Recreation Trail, the path will be re-routed to another City-approved path at HRSD's expense.

(b) Recreation Trail Construction. Once all approvals are in place, the Recreation Trail system shall be constructed as soon as practicable within the limitations of HRSD construction at the James River Treatment Plant, and in accordance with the schedule described in Section 3.2(c). During construction, access to existing City overlook facilities shall remain open to the extent possible. Additionally, in constructing the Recreation Trail,

HRSD will remove and dispose of any and all trash and debris (including metal sheeting and broken fencing) found: (i) within the Open Space Easement; and (ii) within 100 feet of the existing HRSD property fence(s) outside of the Open Space Easement within HRSD property or publicly-owned adjacent property. Upon substantial completion and prior to opening to public use, the Recreation Trail shall be dedicated to the City by appropriate instrument for operation and maintenance.

(c) **Recreation Trail Phasing and Timing.**

(i) **Phase 1:** Pedestrian trail on the north side of HRSD's current plant, adjacent to Flax Mill Creek and Multi-Use Trail Connection extending along the shoreline from HRSD plant south to Deep Creek including the Marina Connection, as shown on **Exhibit C**, to be completed as expeditiously as possible. HRSD will undertake all reasonable efforts to complete Phase 1 within 18 months from the date of closing, prioritizing the completion of the Pedestrian trail adjacent to HRSD's current plant. All of Phase 1 will be completed no later than December 31, 2023.

(ii) **Phase 2:** Remaining Trails: HRSD will undertake all reasonable efforts to ensure that Phase 2 is completed within 12 months of the completion of the final Well House Building. Should a public safety hazard exist such that, in the reasonable opinion of HRSD and the City's Department of Parks, Recreation, and Tourism, it would be unsafe to open Phase 2 to the public, HRSD will diligently work to complete and open Phase 2 as expeditiously as possible. Phase 2 shall be completed no later than December 31, 2026.

(d) **Recreation Trail Connection to Menchville Marina.** HRSD will construct a trail connection to the Menchville Marina (the "Marina Connection") as shown on **Exhibit C**. The Marina Connection shall be designed and constructed in accordance with the process and standards set forth for the Recreation Trail, above. The Marina Connection shall be completed no later than December 31, 2023. Should the estimated cost of constructing the

Marina Connection exceed \$450,000 HRSD may elect not to construct the Marina Connection by providing written notification of such to City. Should HRSD elect not to construct the Marina Connection, or should it be unable to obtain permitting to construct the same, HRSD shall make a lump sum payment to City of \$450,000, said payment to be made prior to the deadline for completion of Phase 1 of trail construction as set forth above.

(e) Recreation Trail Warranty. HRSD agrees and warrants that the construction of the all pedestrian and multipurpose trails, boardwalks, overlooks, and associated infrastructure pursuant to this Agreement will be performed in a good and workmanlike fashion and that all materials used therein will be new and of good quality. HRSD agrees that, for a period of one (1) year after substantial completion of the HRSD SWIFT facilities at the James River Treatment Plant, or until December 31, 2027, whichever is later, it will warrant against all defects in the Recreation Trail attributable to the construction or materials used. During said warranty period, HRSD agrees that it shall repair and/or replace any damages to the pedestrian and multipurpose trails, boardwalks, overlooks, and associated infrastructure attributable to defective work or materials. HRSD shall commence any required corrective work within thirty (30) days of receiving written notice of the defect from City. In the case of damage that poses an imminent danger to trail users, HRSD shall take appropriate corrective action to remedy the hazard within 48 hours of notice from City, and complete corrective actions within thirty (30) days of such notice. In cases of emergency, City may also elect to take corrective actions and HRSD shall reimburse City for any costs so incurred. This warranty shall not cover routine maintenance or abuse and/or misuses of the Recreation Trail and Marina Connection.

(f) Failure to Complete Recreation Trail in Timely Fashion; Remedy. HRSD shall work diligently to ensure that the Recreation Trail and Marina Connection are completed in accordance with the above-referenced schedules. Should HRSD fail to complete and dedicate any phase(s) of the Recreation Trail and/or Marina Connection in accordance with

the above schedules, City may, at its option, and in addition to any other remedy available to City at law, elect to complete said phase(s) of Recreation Trail and/or Marina Connection. Should City elect to complete construction of any such phase(s), HRSD shall reimburse City for all costs of same, plus an administrative project management fee equal to ten (10) percent of such costs, within 90 days of receipt of an invoice from City.

(g) **Force Majeure; Schedule Extension.** If HRSD shall be delayed, hindered or prevented from the performance of any act required of it under this Agreement, including but not limited to by reason of: acts of God, including natural disasters, extreme weather events, fires, floods, epidemics, and earthquakes; strikes, lockouts, labor troubles, or inability to procure materials; acts of war, terrorism, riots or insurrection; or unreasonable delays caused by the action or inaction of the City, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a reasonable period, in no event to exceed a period equivalent to the period of such delay. It is understood between the parties that the typical approval process for permits and plan shall not constitute unreasonable delay for purposes of this section.

ARTICLE IV OTHER COMPENSATION

4.1 **Joint Use Facilities in HRSD Administrative Building.** HRSD shall design the administrative building constructed on the Property to allow for community use of a conference room (large enough to accommodate 30 people) and a rest room (with separate facilities for men and women) to support use of the Recreation Trail. The exterior design of the building shall be subject to City approval, which shall not be unreasonably withheld, and should generally match the aesthetic of the existing Fantasy Farm concession stand/restroom or Newport News Park Campsite Office, and employ "dark sky friendly" exterior lighting. Community use of the conference room will be subject to HRSD policies, require advance reservations and will be limited to hours specified by HRSD, which

shall include reasonable weekday, weekend, and evening hours. During normal working hours (Monday through Friday 6 am until 4 pm), use of the conference room will primarily be reserved for HRSD business needs, but occasional use by City will be permitted at times when the conference room is not in use by HRSD. The rest room shall be accessible from the exterior of the building seven days a week during daylight hours. Maintenance of the rest room and conference room shall be the responsibility of HRSD. Misuse and abuse of either or both facilities could result in access to the facilities being limited to only HRSD or City-sponsored meetings and activities, in the sole reasonable discretion of HRSD. HRSD shall provide a minimum of twenty (20) visitor parking spaces at the administrative building. Visitor parking shall be jointly used by HRSD visitors and members of the public using the joint use facilities or park amenities. Overnight use of this parking shall be prohibited.

4.2 Gymnastics Center; Dog Park. HRSD will ensure that the City's gymnastics center and dog park will remain accessible to the public during its construction activities on the Property. HRSD will construct a new access road to the gymnastics center along a path agreed to by HRSD and City. HRSD shall provide an additional lump sum payment of \$450,000 to the City for park improvements as outlined in Section 4.4.

4.3 Existing Visitor Center. HRSD agrees that it will demolish the building on the Property currently used as a Visitor Center by the City. The Visitor Center will not be demolished until the conference room described in Section 4.1, above, is available for public use, unless HRSD provides an alternative temporary space to be used in the interim that provides adequate meeting facilities, restrooms, and office space. The HRSD Administrative Building is not intended to be a replacement for the Visitor Center.

4.4 Additional Funding. At closing, HRSD agrees to provide an additional one-time lump sum payment of \$450,000 to the City for maintenance of and/or improvement to park amenities, including but not limited to relocation of the dog park and/or maintenance of the Recreation Trails.

ARTICLE V
WELL EASEMENTS

5.1 Well Easements. To facilitate the SWIFT Project at the James River Treatment Plant, HRSD requires the installation of a series of groundwater injection wells. A series of six (6) well locations, two (2) well monitoring station locations, and corresponding pipe and temporary construction easements (collectively, the "Well Easements") are outlined on the attached plat entitled, "PLAT SHOWING PROPOSED UTILITY EASEMENTS TO BE ACQUIRED FROM THE CITY OF NEWPORT NEWS BY HAMPTON ROADS SANITATION DISTRICT LOCATED AT 100 CITY FARM ROAD, NEWPORT NEWS, VIRGINIA," dated October 23, 2020, prepared by AECOM, attached hereto as **Exhibit D** (the "Well Easements Plat"). The Well Easements Plat has been approved by both the City and HRSD. City agrees to convey the Well Easements to HRSD for a term of forty (40) years for a lump sum price of One Million, Nine Hundred Twenty Thousand and 00/100 Dollars (\$1,920,000.00).

5.2 Well House Design; Construction and Maintenance. Each recharge well location shall include an associated well house (the "Well House Buildings"). HRSD shall coordinate design of the Well House Buildings with City staff. Exterior design, including material choice and attached recreation supporting amenities, if any, shall be subject to City approval which shall not be unreasonably withheld. Timeframes for City approvals will be agreed to by the City and HRSD at the time of the request for approval, to allow timely completion of the schedule. At least two of the Well House Buildings will include separate men's and women's ADA compliant public restroom facilities. All Well House Buildings will include an extension or overhang to shelter trail maps and other didactics. Said maps and didactics shall be designed by City and paid for by HRSD at a cost not to exceed \$10,000 per recharge Well House Building. HRSD may elect to provide a one-time lump sum payment of \$60,000 to the City for the fabrication of such maps and didactics. HRSD agrees to install or to allow the City to install the completed didactics on the exterior of the Well House Buildings. The exterior design of the Well House Buildings should generally match the aesthetic of

the Riverview Farm Park restroom façade or the Newport News Park Campsite Office façade. The Well House Buildings will be constructed to achieve an overall sound pressure level of not greater than 60 dBA at 50 feet when operational; HRSD will work with the City to attempt to further reduce sound interference through the use of soundproofing building materials. The Well House Buildings' design shall include landscaping and hardscaping, subject to City approval which shall not be unreasonably withheld. Each Well House Building shall be connected to the Recreation Trail by an asphalt access path at least eight (8) feet in width. HRSD shall maintain landscaping and hardscaping in good condition for the duration of the Well Easements. Exterior lighting shall adhere to "dark sky friendly" standards. HRSD shall restore any property disturbed for installation of piping or other facilities to support the well house operations to its pre-construction condition at the conclusion of construction activities. HRSD agrees that all of its construction activities pursuant to this Agreement will be conducted in compliance with all applicable laws, rules, and regulations, and that proper precautions will be taken to ensure the safety of visitors to the Riverview Farm Park, including, but not limited to proper construction fencing and signage, when applicable. To the extent possible, HRSD will coordinate construction activities so as to minimize unreasonable disruptions to visitor access to existing trails within Riverview Farm Park. When HRSD activities will necessarily disrupt access to existing trails, HRSD will, after consultation with the City, take appropriate actions to detour trail access around the construction area. HRSD agrees that once construction of the Well House Buildings are completed, access to the Well Houses for routine (non-emergency) maintenance and operations shall be limited to pedestrian and/or utility type vehicles, unless otherwise approved by City's Department of Parks, Recreation & Tourism. HRSD shall have the right of daily ingress and egress over a designated portion of the Recreation Trail for maintenance of Well House Buildings 5, 6, 7, 8, 9, 10 and monitoring wells as depicted on **Exhibit E**. HRSD agrees to utilize aforesaid area to perform all such measures for daily routine maintenance of designated Well House Buildings and monitoring wells in a manner causing as little inconvenience and disruption to City and its invitees, as is reasonably possible. HRSD will access and maintain Well

Site 8 utilizing aforementioned measures and as depicted on **Exhibit E**. Unless otherwise coordinate with and approved by the City's Department of Parks, Recreation and Tourism, routine maintenance access will be limited to the hours of 9 a.m. to 3 p.m., and vehicular access will be by lightweight utility task vehicles with official HRSD markings and appropriate engine noise dampening devices to minimize sound impact. Unless otherwise agreed to by the City, all utility vehicle access will be via designated paved pathways, roadways, or access trails. In the event of an emergency, HRSD, or its agents, may exercise the right to enter the aforesaid areas outside of the above specified times without advance notice to the City, but HRSD will notify City of said access as soon as practicable.

ARTICLE VI
CITY REPRESENTATIONS, WARRANTIES AND COVENANTS

City represents and warrants to HRSD, both as of the date of this Agreement and the closing date (unless otherwise indicated), as follows:

1. There are no pending condemnation proceedings or eminent domain proceedings against the property the City is conveying and it has no knowledge of any threatened condemnation proceedings.
2. To City's knowledge there are no violations of laws, ordinances, rules or regulations of any governmental authority having jurisdiction over the property it is conveying and the City has received no notices thereof.
3. The signatory executing the Agreement on behalf of the City has authority to execute the Agreement on the City's behalf.
4. To the best of City's knowledge, City is in compliance in all respects with all applicable federal, state, and local laws including, without limitation, those related to toxic hazardous substances and other environmental matters.

5. That the execution and delivery of this Agreement and the consummation of the transaction contemplated herein, in compliance with the terms of this Agreement, shall not conflict with or result in any breach of any of the terms or provisions of, or constitute default under, any instrument or agreement to which City is a party or by which any of the property City is conveying may be bound, or any applicable regulations of any governmental agency, or any judgment, or decree of any court having jurisdiction over the City or its respective properties.
6. City will own fee simple title to the property it is conveying on the date of closing. This Agreement is, and other settlement documents shall be at the time of their execution and delivery, legal, valid and binding obligations of the City and shall be sufficient to convey title (if they purport to do so).
7. There are no unrecorded leases, licenses, or agreements, oral or written, now in effect with respect to the property the City is conveying.
8. There are no liens for delinquent real estate taxes and/or stormwater fees against the property the City is conveying and all real estate taxes and stormwater fees shall be paid in full prior to or in conjunction with the settlement.
9. There are no service, maintenance, utility, employment, or other contracts or agreements affecting the property the City is conveying, oral or written.
10. There are no, and at settlement there will be no, outstanding contracts for any improvements to the property the City is conveying which have not been fully paid for, and City shall cause to be discharged all mechanic's or materialmen's liens arising from any labor or materials furnished to the property City intends to convey prior to settlement.
11. Should any of the representations or warranties set forth in this Article be inaccurate or untrue, HRSD shall have the option of (i) closing subject thereto, or (ii) cancelling the Agreement, in which case City shall refund the Option Fee to HRSD.

ARTICLE VII
HRSD REPRESENTATIONS, WARRANTIES AND COVENANTS

HRSD represents and warrants to City, both as of the date of this Agreement and the closing date (unless otherwise indicated), as follows:

1. There are no pending condemnation proceedings or eminent domain proceedings against the property HRSD is conveying and it has no knowledge of any threatened condemnation proceedings.
2. To HRSD's knowledge there are no violations of laws, ordinances, rules or regulations of any governmental authority having jurisdiction over the property it is conveying and the HRSD has received no notices thereof.
3. The signatory executing the Agreement on behalf of the HRSD has authority to execute the Agreement on the HRSD's behalf.
4. To the best of HRSD's knowledge, HRSD is in compliance in all respects with all applicable federal, state, and local laws including, without limitation, those related to toxic hazardous substances and other environmental matters.
5. That the execution and delivery of this Agreement and the consummation of the transaction contemplated herein, in compliance with the terms of this Agreement, shall not conflict with or result in any breach of any of the terms or provisions of, or constitute default under, any instrument or agreement to which HRSD is a party or by which any of the property HRSD is conveying may be bound, or any applicable regulations of any governmental agency, or any judgment, or decree of any court having jurisdiction over HRSD or its respective properties.
6. HRSD will own fee simple title to the property it is conveying on the date of closing. This Agreement is, and other settlement documents shall be at the time of their

execution and delivery, legal, valid and binding obligations of HRSD and shall be sufficient to convey title (if they purport to do so).

7. There are no unrecorded leases, licenses, or agreements, oral or written, now in effect with respect to the property HRSD is conveying.
8. There are no liens for delinquent real estate taxes and/or stormwater fees against the property HRSD is conveying and all real estate taxes and stormwater fees shall be paid in full prior to or in conjunction with the settlement.
9. There are no service, maintenance, utility, employment, or other contracts or agreements affecting the property HRSD is conveying, oral or written.
10. There are no, and at settlement there will be no, outstanding contracts for any improvements to the property HRSD is conveying which have not been fully paid for, and HRSD shall cause to be discharged all mechanic's or materialmen's liens arising from any labor or materials furnished to the property HRSD intends to convey prior to settlement.

ARTICLE VIII
CONDITIONS AND ADDITIONAL COVENANTS

8.1 Intended Use/Permitted Use; Reversion. HRSD shall use the Property solely for the construction and operation of an expanded wastewater treatment facility and/or SWIFT Project-related non-process support facilities and uses incidental thereto (the "Intended Use"). In the event HRSD purchases the Property but fails to develop all of the Property for the Intended Use and if HRSD desires to dispose of any residual portion of the Property, said residual of the Property shall revert to the City with no additional compensation being required of City. HRSD shall execute and deliver a special warranty deed to the City re-conveying such portion of the Property as well as all improvements thereon to the City free and clear and any encumbrances, except for the Permitted Exceptions, the City's Open Space Easement, and any new encumbrances which would be typical for development of the Property for the Intended Use.

8.2 Approvals. HRSD is solely responsible for securing all governmental permits, licenses and other approvals including, but not limited to, any site plan, subdivision plat, zoning, use permits, building permits, and environmental permits necessary for development of the Property for its Intended Use. HRSD acknowledges that the City approvals required for development of the Property, including, without limitation, any subdivision plats, zoning, conditional use and use and occupancy permits are administrative functions of the City that are separate from and independent of this Agreement. HRSD agrees that the City's archaeologist will be consulted on all digging and excavation that occurs on the Property to ensure that archaeological finds are properly documented and that any objects of antiquity uncovered are properly preserved.

8.3 Utilities. HRSD shall be responsible for confirming that the existing public utilities adjacent to or downstream of the Property are adequate to support the Intended Use. Any public utility upgrades necessary to support the Intended Use shall be designed and constructed by HRSD at HRSD's sole expense. HRSD shall be responsible for the relocation of any utilities which is necessitated by the construction on the Property and for connecting to public utility lines located in public rights of way, and all costs thereof shall be paid and borne by HRSD. Connection fees and tap fees for such public utilities serving the Property will be HRSD's responsibility. The cost of franchise utility services for the Property shall be the responsibility of HRSD.

8.4 City agrees that it will join, as the owner of the Property, with HRSD, at no cost or liability to City, in the signing of any applications for permits or licenses or in such other actions as may be necessary or required for HRSD's Intended Use of the Property including but not limited to Special Use Permits and/or Conditional Use Permits as required by existing City ordinances, regulations and policies.

ARTICLE IX
CLOSING

9.1 Title. No later than ten (10) days after the latest of HRSD receiving a fully executed copy of this Agreement and the ALTA survey, HRSD shall request a buyer's title commitment (the "Title Commitment") for the proposed Property issued by a reputable title insurance company in the amount of the estimated Purchase Price, and within fifteen (15) days after HRSD's receipt of such commitment shall notify City of any matters reported in the Title Commitment that would make title to the Property unmarketable or uninsurable under an ALTA owner's title insurance policy or that would adversely affect the use of the Property for the Intended Use in the reasonable opinion of HRSD (such matters are referred to herein as the "Title Objections").

The City shall have a reasonable time to cure any Title Objections (but in no event greater than ninety (90) days), but City shall have the option of declining to cure any Title Objection by providing written notice thereof to HRSD within thirty (30) days after receipt of HRSD's written notice of such Title Objections. If the City declines to cure any Title Objection or does not cure any Title Objections that it has agreed to cure prior to the expiration of the Due Diligence Period, HRSD shall have the right either to waive its Title Objections in writing and to proceed with the Option subject to such Title Objections which shall be considered "Permitted Exceptions," or to terminate this Agreement prior to the Option Payment Deadline, provided, however, if any Title Objection that the City has elected to cure is not capable of being cured within the ninety (90) day period, the City shall work diligently to cure such Title Objection prior to Closing.

9.2 Closing Terms. If the Option is exercised by HRSD, this Agreement shall become a contract for the purchase and sale of the Property upon the following terms and conditions:

- (a) The Purchase Price to be paid by HRSD at Closing shall be Eleven Million, Nine Hundred Twenty Thousand and 00/100 Dollars (\$11,920,000.00). This represents the total

of Ten Million and 00/100 Dollars (\$10,000,000.00) for the Property and One Million, Nine Hundred Twenty Thousand and 00/100 Dollars (\$1,920,000.00) for the Well Easements. The Purchase Price shall be paid to the City by wire transfer at the time of settlement.

(b) Closing shall occur as soon as reasonably possible after HRSD exercises the option in accordance with the terms herein but in no event later than December 31, 2021 (the "Outside Closing Date"). Closing shall be held in the office of HRSD's closing agent/attorney, on or before the Outside Closing Date; provided, however, all documents requiring execution on behalf of the City may be executed prior to settlement and delivered by the City to the closing agent/attorney in escrow. HRSD shall provide the City with at least thirty (30) days' prior written notice of its desired approximate Closing date.

(c) At closing, upon payment of the Purchase Price as above provided, City shall execute and deliver the 100 City Farm Road Subdivision Plat and a special warranty deed conveying the Property to HRSD by reference to the 100 City Farm Road Subdivision Plat and reserving the Open Space Easement to the City. Title shall be good and marketable, free of liens and encumbrances except those duly of record as of the closing and constituting constructive notice, and the Open Space Easement. City shall also provide a standard owner's affidavit as customarily required by title companies pertaining to mechanic's liens and absence of tenants in occupancy of the Property. Except as expressly set forth in this Agreement, HRSD will accept the use and conveyance of the Property "as is," including, without limitation, the environmental condition of the Property.

(d) HRSD will prepare a settlement statement covering the entirety of the transaction described herein in advance of closing and provide it to the City for review. HRSD and City agree to execute such a closing statement, in a form mutually agreeable to both parties.

(e) The City is exempt from grantor's tax upon recordation of the deed. HRSD shall pay any other recording costs and state and local recordation taxes applicable to the recordation of the deed.

(f) At or prior to Closing, HRSD shall record the 2401 G Avenue Subdivision Plat, which designates the 2401 G Avenue Property. The City has reviewed and approved the 2401 G Avenue Subdivision Plat. At closing, as additional consideration to City, HRSD shall deliver to the City a special warranty deed conveying the 2401 G Avenue Property to the City as shown on Exhibit B. Title shall be good and marketable, free of liens and encumbrances except those duly of record as of the closing and constituting constructive notice. HRSD shall, at its sole cost and expense, cause the 2401 G Avenue Property to be surveyed and a subdivision plat to be prepared and recorded that creates the new parcel to be conveyed to the City. HRSD shall also provide a standard owner's affidavit as customarily required by title companies pertaining to mechanic's liens and absence of tenants in occupancy of the 2401 G Avenue Property. Except as expressly set forth in this Agreement, the City will accept the use and conveyance of the 2401 G Avenue Property "as is," including, without limitation, the environmental condition of the 2401 G Avenue Property. At least 30 days prior to closing HRSD shall provide City with a Phase 1 environmental assessment of the 2401 G Avenue Property. In the event City finds the results of that environmental assessment to be unacceptable, City may decline to accept the conveyance of the 2401 G Avenue property by notifying HRSD.

(g) At closing, HRSD shall deliver to the City a special warranty deed conveying to City that portion of the Open Space Easement that is located on property currently-owned by HRSD, as shown on the attached Exhibit A.

(h) At closing, upon payment of the Purchase Price as provided above, City shall deliver to HRSD a special warranty deed granting HRSD the Well Easements for a term of forty (40) years, as shown on the attached Exhibit D.

(i) If HRSD exercises the Option hereunder but fails to deliver the Purchase Price, the special warranty deed conveying the 2401 G Avenue Property to City, and/or the special warranty deed conveying the Open Space Easement to City at Closing as provided above,

the City shall have the right to terminate this Agreement immediately upon written notice to HRSD and both parties' rights and obligations hereunder shall terminate, except for HRSD's obligations under Article I above and the City shall retain the Option Fee as its sole remedy for such breach.

(j) If HRSD exercises the Option hereunder but the City fails to deliver title the Property and or Well Easements to HRSD at Closing or fails to meet its obligations as provided herein, HRSD shall have the right to terminate this Agreement immediately upon written notice to the City and both parties' rights and obligations hereunder shall terminate, and the City shall refund the Option Fee as HRSD's sole remedy for such breach.

(k) At closing, HRSD, in addition to any other documents required to be delivered under the terms of this Agreement, shall deliver the following to the City: the Purchase Price and the \$450,000 payment specified in Section 4.4 by wire transfer; a written opinion of counsel of HRSD, in form commercially reasonable satisfactory to the City (assuming that all signatures are genuine, and further assuming that all documents presented to such counsel as copies conform with the originals), stating (1) that HRSD has the power to enter into the transactions contemplated by this Agreement (including, without limitation, entry into this Agreement); (2) that all actions by HRSD required to be authorized in the transaction contemplated by this Agreement have been duly authorized; and (3) that this Agreement and all documents required to effectuate the transactions contemplated hereby which are to be executed by HRSD (including, without limitation, all agreements and instruments to be executed by HRSD at Closing) have been duly executed and delivered by HRSD, and constitute binding obligations of HRSD, enforceable in accordance with their terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganizations, moratoriums or similar laws affecting the enforcement of creditors' rights generally and by legal and equitable limitation on the enforceability of specific remedies; resolutions of the HRSD's Commissioners ("Commission"), authorizing HRSD to consummate the transactions

contemplated herein, such resolutions to be in form and substance reasonably satisfactory to the City; and any other document or instrument required hereunder or reasonably requested by the City in order to consummate the transactions contemplated herein, which document or instrument will be in form and substance reasonably acceptable to the HRSD and the City.

(l) HRSD shall pay the expense of preparing all deeds, surveys, or other documents necessary to proceed to closing hereunder for all real property interests being conveyed by the parties pursuant hereto. Except as otherwise agreed to herein, all other expenses incurred by HRSD in connection with this Agreement and with the closing, including, but not limited to, title examination, insurance premiums, survey costs, engineering and other studies, recording costs, loan document preparation fees and the fees of HRSD's attorney shall be borne by HRSD. Any taxes and assessments against the respective properties being conveyed shall be prorated between the parties as of the date of closing. Each party shall be responsible for paying taxes applicable to grantor with respect to any conveyance for which it is the grantor.

(m) Possession of the Property shall be delivered to HRSD as of the date of closing, free and clear of all leases, tenancies and rights of occupancy. Unless City has elected not to receive it, possession of the 2401 G Avenue Property shall be delivered to City as of the date of closing, free and clear of all leases, tenancies and rights of occupancy.

ARTICLE X
MISCELLANEOUS

10.1 Default; Remedies. The occurrence of any of the following shall be an event of default by HRSD under this Agreement:

- (a) The filing by HRSD of a voluntary proceeding under present or future bankruptcy, insolvency, or other laws respecting debtors' rights.
- (b) The consent by HRSD to an involuntary proceeding under present or future bankruptcy, insolvency, or other laws respecting debtor's rights.
- (c) The entering of an order for relief against HRSD or the appointment of receiver, trustee, or custodian for all or a substantial part of the property or assets of HRSD in any involuntary proceeding, and the continuation of such order, judgment or decree unstayed for any period of thirty (30) consecutive days.
- (d) The failure of HRSD to perform or to observe any covenant, obligation, condition or requirement of this Agreement not specifically named as a default in this Section 10.1, and the continuation of such failure for thirty (30) days after written notice from the City specifying the nature and extent of any such default, or, if such default cannot reasonably be cured within such thirty (30)-day period, the failure either (i) to commence to cure such default within such thirty (30)-day period and to diligently continue to pursue such effort to cure to completion, or (ii) to cure such default within a reasonable time after the expiration of the first thirty (30)-day period, in no event to exceed ninety (90) days after the written notice of default.
- (e) Upon the occurrence and continuance of any event of default described in this Section 10.1 or any other breach of this Agreement, the City may elect to terminate this Agreement by giving written notice of such termination to HRSD, and this Agreement shall terminate as of the date specified in such notice (which date shall be on or after the date of the notice of termination). In addition to the remedies of termination described above and

except as set forth in Section 9.2(i) and Section 9.2(j) above, a non-defaulting party shall have available to it all other rights and remedies provided in this Agreement or at law or in equity.

(f) In the event that termination by the City under this Section 10.1 occurs after Closing, the City shall have the right to repurchase the Property for the sum of the Purchase Price and the Option Fee less the cost to demolish any structures placed on the Property by HRSD. At or prior to closing on the repurchase, HRSD shall execute and deliver a special warranty deed to the City re-conveying the Property as well as all improvements thereon to the City free and clear and any encumbrances, except for the Permitted Exceptions and any new encumbrances which would be typical for development of the Property for the Intended Use.

(g) Except as set forth in Section 9.2(i) and Section 9.2(j), remedies under this Agreement shall be cumulative and not restrictive of other remedies.

10.2 Notices. All notices, requests or other communications under this Agreement shall be in writing and shall be delivered either in person (when delivered) or sent by registered or certified mail, return receipt requested, postage prepaid (three business days thereafter), or by overnight mail by a nationally recognized overnight carrier (one business day thereafter) addressed to the respective parties hereto as follows:

City: Cynthia D. Rohlf, City Manager
City of Newport News
2400 Washington Avenue, 9th Floor
Newport News, VA 23607

With a copy to: Collins Owens, Jr., City Attorney
City of Newport News
2400 Washington Avenue, 9th Floor
Newport News, VA 23607

HRSD: Edward G. Henifin, P.E., General Manager
Hampton Roads Sanitation District
1434 Air Rail Avenue
Virginia Beach, VA 23455

10.3 No Third-Party Beneficiaries. This Agreement is solely for the benefit of the Parties hereto and their permitted successors and assigns and shall not confer any rights or benefits on any other person or entity.

10.4 No Assignment. This Agreement, and the rights and obligations established hereunder, shall be binding upon and inure to the benefit of any successors of the Parties. However, no Party may transfer or assign this Agreement, or its rights or obligations hereunder, without the prior written consent of the other Party, which consent may be withheld in the parties' sole and absolute discretion.

10.5 Expenses; Commissions. Except as provided herein, each Party shall pay its own fees and expenses, including its own counsel fees, incurred in connection with this Agreement or any transaction contemplated hereby. The Parties represent and warrant to each other that they have not dealt with any business broker or agent who would be entitled to a brokerage commission or finder's fee as a result of this Agreement or any related transactions.

10.6 Governing Law; Venue; Severability. This Agreement shall be construed in accordance with and governed for all purposes by the laws of the Commonwealth of Virginia. This Agreement is a Virginia contract deemed executed and accepted in the City of Newport News; and all questions with respect to any of its provisions shall be instituted, maintained, and contested in a state court of competent jurisdiction in the City of Newport News, Virginia. If any word or provision of this Agreement as applied to any Party or to any circumstance is adjudged by a court to be invalid or unenforceable, the same shall in no way affect any other circumstance or the validity or enforceability of any other word or provision.

10.7 No Waiver. Neither any failure to exercise or any delay in exercising any right, power or privilege under this Agreement by either Party shall operate as a waiver, nor shall any single or

partial exercise of any right, power or privilege hereunder preclude the exercise of any other right, power or privilege. No waiver of any breach of any provision shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision, nor shall any waiver be implied from any course of dealing.

10.8 Entire Agreement; Amendments. This Agreement contains the entire agreement between the Parties as to the subject matter hereof and supersedes all previous written and oral negotiations, commitments, proposals and writings. No amendments may be made to this Agreement except by a writing signed by both Parties.

10.9 Counterparts; Signatures; Copies. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A facsimile or scanned signature may substitute for and have the same legal effect as an original signature. Any copy of this executed Agreement made by photocopy, facsimile or scanner shall be considered the original for all purposes.

10.10 Survival. The provisions set forth in this Agreement shall not merge with any deeds conveying property or easements pursuant hereto, but shall survive settlement hereunder and the recordation of any deeds or other instruments contemplated herein.

10.11 Incorporation of Recitals. The Recitals set forth at the beginning of this agreement are deemed incorporated herein, and the parties represent that they are true, accurate and correct.

10.12 Authorization. Each Party represents that its execution, delivery and performance under this Agreement have been duly authorized by all necessary action on its behalf, and do not and will not violate any provision of its charter or enabling legislation or result in a material breach of or constitute a material default under any agreement, indenture, or instrument of which it is a party or by which it or its properties may be bound or affected.

[SIGNATURES BEGIN ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have caused the execution of this Agreement as of the date first written above.

Witness the following signatures and seals:

(Hampton Roads Sanitation District – City of Newport News)

HAMPTON ROADS SANITATION DISTRICT

By: [Signature]

Name: Edward G. Henifin, P.E.

Title: General Manager

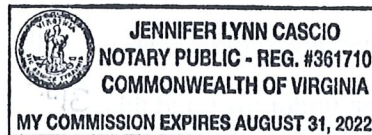
COMMONWEALTH OF VIRGINIA

CITY OF Virginia Beach, to-wit:

I, Jennifer Lynn Cascio, a Notary Public in and for the City of Hampton Roads Sanitation District in the Commonwealth of Virginia, do hereby certify that Edward G Henifin, General Manager of Hampton Roads Sanitation District, whose name as such is signed to the foregoing Option Agreement and Agreement of Purchase and Sale, has acknowledged the same before me in the City and Commonwealth aforesaid.

Given under my hand this 24th day of March, 2021.

Jennifer Lynn Cascio
Notary Public



Registration Number: 361710

My Commission Expires: August 31, 2022

[Signatures continue on next page]

[CONTINUATION OF SIGNATURE PAGES]

CITY OF NEWPORT NEWS, VIRGINIA

By: Cynthia D. Rohlf

Name: Cynthia D. Rohlf
Title: City Manager

Attest:

Mabel Washington Jenkins
City Clerk

Approved as to Form:

Coll 2021
City Attorney

COMMONWEALTH OF VIRGINIA

CITY OF Newport News, to-wit:

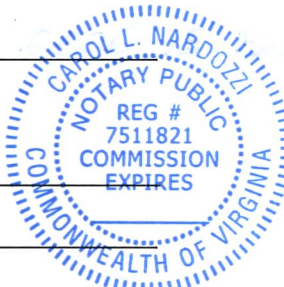
I, Carol L Nardozi, a Notary Public in and for the City of Newport News, in the Commonwealth of Virginia, do hereby certify that Cynthia D. Rohlf, City Manager, and Mabel V. Washington-Jenkins, City Clerk, of the City of Newport News, Virginia whose names as such are signed to the foregoing Option Agreement and Agreement of Purchase and Sale, have acknowledged the same before me in the City and Commonwealth aforesaid.

Given under my hand this 31st day of March, 2021.

Carol L. Nardozi
Notary Public

Registration Number: 7511821

My Commission Expires: 9.30.23



EXHIBITS

EXHIBIT A - 100 City Farm Road Subdivision Plat (Shows Property and Open Space

Easement)

EXHIBIT B - 2401 G Avenue Subdivision Plat

EXHIBIT C – Recreation Trail Map and Marina Connection

EXHIBIT D – Well Easement Plat

EXHIBIT E – Designated Portion of City’s Recreation Trail for Daily Ingress and Egress

Maintenance

SURVEY NOTES

1. THIS PLAT IS REPRESENTATIVE OF A SUBDIVISION ON PARCEL ID: 190000101 - CITY OF NEWPORT NEWS AND THE CREATION OF OPEN SPACE EASEMENTS FROM HAMPTON ROADS SANITATION DISTRICT TO THE CITY OF NEWPORT NEWS.
2. HORIZONTAL DATUM IS BASED ON THE VIRGINIA STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NORTH AMERICAN DATUM 1983 (NAD83) IN US SURVEY FEET.
3. THIS SURVEY IS THE RESULT OF A CURRENT FIELD SURVEY PERFORMED BY AECOM IN APRIL AND MAY 2020.
4. THIS SURVEY DOES NOT REPRESENT A COMPLETE RECORD OF EASEMENTS THAT MAY ENCUMBER THE PROPERTY. EASEMENTS SHOWN ARE TAKEN FROM DEEDS AND MAPS OF RECORD.
5. NO WETLANDS DELINEATION OR HAZARDOUS MATERIAL LOCATION WERE PERFORMED IN THE COURSE OF THIS SURVEY.
6. NO TITLE REPORT HAS BEEN PROVIDED TO AECOM IN THE COURSE OF THIS SURVEY.

I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF ALL REQUIREMENTS AS SET FORTH IN THE ORDINANCE FOR APPROVING PLATS OF SUBDIVISIONS IN THE CITY OF NEWPORT NEWS, VIRGINIA HAVE BEEN COMPLIED WITH AND THE SURVEY AND PLAT ARE CORRECT.

I FURTHER CERTIFY THAT THE LAND EMBRACED IN THIS SUBDIVISION IS IN THE NAME OF THE CITY OF NEWPORT NEWS, AN INCORPORATED CITY IN THE COMMONWEALTH OF VIRGINIA AND THE DEED OF ACQUISITION IS RECORDED IN DEED BOOK 39 PAGE 40 IN THE CLERKS OFFICE OF THE CIRCUIT COURT FOR THE CITY OF NEWPORT NEWS, VIRGINIA.

SIGNED:

MARK A. LAWSON, L.S. VIRGINIA NUMBER 0403002916

THIS SUBDIVISION IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS AND PROPRIETORS.

OWNER: _____ DATE: _____
AGENT FOR THE CITY OF NEWPORT NEWS

STATE OF _____, TO-WIT: _____
CITY/COUNTY OF _____

I, _____, A NOTARY PUBLIC IN AND FOR THE CITY AND STATE AFORESAID, DO HEREBY CERTIFY THAT THE ABOVE NAMED PERSON(S) WHOSE NAME(S) ARE SIGNED TO THE FOREGOING WRITING HAVE ACKNOWLEDGED THE SAME BEFORE ME.

GIVEN UNDER MY HAND THIS _____ DAY OF _____, 2020

NOTARY PUBLIC _____ NO. _____ MY COMMISSION EXPIRES _____

LEGEND

- LIGHT POLE
- ⊗ TREE
- SIGN
- BOLLARD
- ⊙ VALVE

- UTILITY AND ACCESS EASEMENT
- OPEN SPACE EASEMENT
- AREA TO BE VACATED



PLAT SHOWING
A SUBDIVISION AND OPEN SPACE EASEMENTS
TO BE ACQUIRED FROM
THE CITY OF NEWPORT NEWS
BY
HAMPTON ROADS SANITATION DISTRICT
LOCATED AT
100 CITY FARM ROAD, NEWPORT NEWS, VIRGINIA
SCALE: 1"=100' OCTOBER 23, 2020

RECOMMENDED FOR APPROVAL

STORM WATER MANAGEMENT _____
ENGINEERING _____
TECHNICAL SERVICES _____
TRANSPORTATION SERVICES _____
SUBDIVISION _____
CITY ATTORNEY _____
ASSESSOR _____
PLANNING _____
ZONING ADMINISTRATOR _____
DEVELOPMENT _____

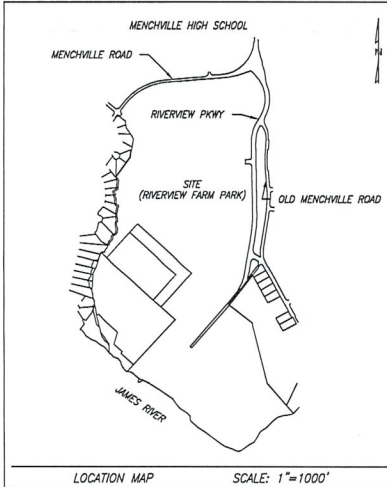
APPROVED FOR
THE CITY OF NEWPORT NEWS
VIRGINIA

SHEILA W. McALLISTER, AICP

DATE:

CYNTHIA D. ROHLF

DATE:



PARCEL AREA TABLE		
PARCEL ID	STATUS	AREA (ACRES)
190000114	EXISTING TO REMAIN	21.8294±
189000303	TO BE ADDED TO 190000114	9.0930±
PARCEL "A" CREATED BY THIS PLAT TO BE ADDED TO 190000114		9.4002±
190000114	NEW PARCEL 190000114 WITH ADDED ACREAGE	40.3226±

OPEN SPACE AREA TABLE		
PARCEL ID	STATUS	AREA (ACRES)
EXISTING	EXISTING LOW DENSITY PARK ACTIVITY EASEMENT	3.0000±
"A"	NEW OPEN SPACE EASEMENT "A"	2.5932±
"B"	NEW OPEN SPACE EASEMENT "B"	4.3463±
TOTAL OPEN SPACE EASEMENT ACREAGE		9.9395±

OPEN SPACE EASEMENT "A"		
LINE #	BEARING	DISTANCE
L248	N03° 56' 24"E	253.88
L249	N12° 45' 46"W	95.64
L250	N12° 45' 46"W	124.05
L251	N09° 44' 16"W	105.67
L252	S78° 02' 18"W	35.16
L253	S42° 03' 29"W	19.28
L254	S11° 48' 05"E	22.69
L255	S00° 33' 05"E	41.37
L256	S21° 56' 55"W	45.17
L257	S21° 56' 55"W	60.43
L258	S00° 33' 05"E	184.24
L259	S02° 01' 14"W	278.24
L260	S19° 31' 40"W	25.95
L261	S42° 03' 29"W	574.79
L262	S47° 56' 31"E	40.00
L263	N42° 03' 29"E	466.00
L264	S47° 56' 31"E	109.04
L265	N18° 31' 44"E	186.88
L266	N26° 18' 59"E	113.35

OPEN SPACE EASEMENT "B"		
LINE #	BEARING	DISTANCE
L207	S48° 53' 12"E	101.22
L208	N41° 06' 48"E	25.00
L209	S48° 53' 12"E	242.10
L210	N77° 41' 00"E	115.16
L211	N42° 41' 26"E	445.13
L212	N87° 14' 14"W	38.10
L213	N59° 21' 58"W	51.18
L214	N47° 22' 44"W	45.71
L215	N52° 16' 55"W	47.11
L216	N49° 29' 49"W	15.24
L217	N70° 18' 09"W	65.15
L218	N61° 09' 15"W	97.74
L219	N57° 07' 49"W	68.74
L220	S41° 55' 57"W	242.19
L221	S40° 56' 57"W	71.60
L222	S47° 56' 31"E	59.95
L223	S23° 07' 19"W	104.88
L224	N48° 04' 03"W	28.00
L225	S41° 55' 57"W	16.00
L226	N48° 04' 03"W	72.91
L227	S40° 49' 40"W	44.28

PARCEL "A"		
LINE #	BEARING	DISTANCE
L228	N42° 03' 29"E	56.42
L229	N47° 56' 31"W	407.73
L230	N42° 41' 26"E	971.92
L231	N87° 14' 14"W	38.10
L232	N59° 21' 58"W	51.18
L233	N47° 22' 44"W	45.71
L234	N52° 16' 55"W	47.11
L235	N49° 29' 49"W	15.24
L236	N70° 18' 09"W	65.15
L237	N61° 09' 15"W	97.74
L238	N57° 07' 49"W	68.74
L239	S41° 55' 57"W	242.19
L240	S40° 56' 57"W	71.60
L241	S47° 56' 31"E	59.95
L242	S23° 07' 19"W	104.88
L243	N48° 04' 03"W	28.00
L244	S41° 55' 57"W	16.00
L245	N48° 04' 03"W	72.91
L246	S40° 49' 40"W	505.59
L247	S48° 06' 22"E	801.96



PARCEL ID: 190000101
CITY OF NEWPORT NEWS
DEED BOOK 39, PAGE 430



PARCEL ID: 190000101
CITY OF NEWPORT NEWS
DEED BOOK 39, PAGE 430

PARCEL ID: 189000303 (9.0930 AC.)
HAMPTON ROADS
SANITATION DISTRICT
DEED BOOK 1631, PAGE 943
PARCEL WILL BE VACATED AND ADDED TO
PARCEL ID 190000114

PARCEL ID: 190000101
CITY OF NEWPORT NEWS
DEED BOOK 39, PAGE 430

PROPERTY LINE TO BE VACATED

2.8932 ACRES± OPEN SPACE EASEMENT "A"
TO BE CONVEYED FROM
HAMPTON ROADS SANITATION DISTRICT (HRSD)
TO
THE CITY OF NEWPORT NEWS

PARCEL ID: 190000114
HAMPTON ROADS SANITATION DISTRICT
DEED BOOK 495, PAGE 525

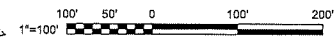
PLAT SHOWING
A SUBDIVISION AND OPEN SPACE EASEMENTS
TO BE ACQUIRED FROM

THE CITY OF NEWPORT NEWS
BY
HAMPTON ROADS SANITATION DISTRICT

LOCATED AT
100 CITY FARM ROAD, NEWPORT NEWS, VIRGINIA
SCALE: 1"=100' OCTOBER 23, 2020

0.1885 ACRES OF 145' BUFFER EASEMENT
GRANTED TO HRSD FROM THE CITY OF
NEWPORT NEWS IN DEED BOOK 1631,
PAGE 943 TO BE VACATED BY MERGER WHEN
ACQUIRED BY HRSD.

PARCEL ID: 190000101
CITY OF NEWPORT NEWS
DEED BOOK 39, PAGE 430



VIA SPCS (M0083)

PARCEL ID: 190000114
HAMPSON ROADS SANITATION DISTRICT
DEED BOOK 495, PAGE 525

PARCEL ID: 190000114
HAMPSON ROADS SANITATION DISTRICT
DEED BOOK 495, PAGE 525

PARCEL ID: 190000101
CITY OF NEWPORT NEWS
DEED BOOK 39, PAGE 430
DEED BOOK 37, PAGE 544

NEW 9.4002 ACRES± PARCEL "A" TO BE CONVEYED TO
HAMPSON ROADS SANITATION DISTRICT (HRSD)
BY
THE CITY OF NEWPORT NEWS

PARCEL ID: 190000101
CITY OF NEWPORT NEWS
DEED BOOK 39, PAGE 430
DEED BOOK 37, PAGE 544

PARCEL ID: 190000101
CITY OF NEWPORT NEWS
DEED BOOK 39, PAGE 430
DEED BOOK 37, PAGE 544

4.3463 ACRES± OPEN SPACE EASEMENT "B"
RESERVED BY THE CITY OF NEWPORT NEWS

OPEN SPACE EASEMENT "B"

PROPERTY LINE RUNS ALONG MEAN LOW WATER
VIRGINIA STATE CODE 28.2-1202

SEE SURVEY NOTE 1 THIS SHEET

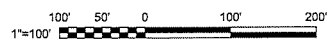
SEE SURVEY NOTE 1 THIS SHEET

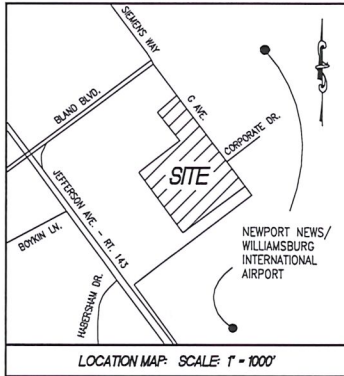
SURVEY NOTES THIS SHEET

1. PROPERTY LINE FROM POINT "A" TO POINT "B" RUNS ALONG MEAN LOW WATER. MEAN LOW WATER WAS NOT ESTABLISHED AT THE TIME OF SURVEY. BEARINGS AND DISTANCES BETWEEN THESE POINTS ARE SHOWN ALONG EDGE OF WATER FOR CLOSURE AND AREA AND ARE NOT ALONG MEAN LOW WATER.

PLAT SHOWING
A SUBDIVISION AND OPEN SPACE EASEMENTS
TO BE ACQUIRED FROM
THE CITY OF NEWPORT NEWS
BY
HAMPSON ROADS SANITATION DISTRICT

LOCATED AT
100 CITY FARM ROAD, NEWPORT NEWS, VIRGINIA
SCALE: 1"=100'
OCTOBER 23, 2020





LOCATION MAP SCALE: 1" = 1000'

LEGEND

- - PIN(F) - PIN FOUND
- - PIN(S) - PIN SET
- - PROPOSED DRAINAGE AND MAINTENANCE EASEMENT

AREA TABLE	
PARCEL	AREA
B-3A	933,469 SQ.FT. / 21.429 AC.
B-3A-1	439,052 SQ.FT. / 10.079 AC.
B-3A-2	494,417 SQ.FT. / 11.350 AC.

NOTES:

1. THE MERIDIAN SOURCE OF THIS PLAT IS BASED ON THE VIRGINIA STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NAD 1983 (NA2011). COORDINATE VALUES SHOWN ARE EXPRESSED IN U.S. SURVEY FEET.
2. TOTAL AREA OF PARCEL B-3A = 933,469 SQ. FT. / 21.429 AC
3. THIS PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT AND MAY NOT SHOW ALL MATTERS THAT AFFECT THE SUBJECT PARCEL.
4. THIS SITE IS PRESENTLY ZONED M1 (GIS).

EASEMENT NOTES:

1. DEEDS OF EASEMENT TO VIRGINIA ELECTRIC AND POWER COMPANY RECORDED IN INSTRUMENT #180002167, INSTRUMENT #170000533, INSTRUMENT #130005806, DEED BOOK 711, PAGE 415 ARE NON PLOTTABLE AND AFFECT SUBJECT PARCEL. DEED BOOK 432, PAGE 276 IS NON PLOTTABLE AND MAY OR MAY NOT AFFECT SUBJECT PARCEL.
2. PROPOSED DRAINAGE AND MAINTENANCE EASEMENT FOR THE BENEFIT OF PARCEL B-3A-2 IS THE AREA FROM THE PROPOSED LINE OF SUBDIVISION TO 5' NORTH OF THE EXISTING CENTERLINE OF DITCH.

SUBDIVISION OF
PARCEL B-3A
 "SUBDIVISION OF PARCEL B-3"
 (INST. #070025097)
 PROPERTY OWNED BY
HAMPTON ROADS SANITATION DISTRICT
 CITY OF NEWPORT NEWS, VIRGINIA
 OCTOBER 3, 2019
 SHEET 1 OF 2

THIS SUBDIVISION IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS AND PROPRIETORS.

OWNER: _____ DATE: _____
 AGENT FOR HAMPTON ROADS
 SANITATION DISTRICT

I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF ALL REQUIREMENTS AS SET FORTH IN THE ORDINANCE FOR APPROVING PLATS OF SUBDIVISIONS IN THE CITY OF NEWPORT NEWS, VIRGINIA HAVE BEEN COMPLIED WITH AND THE SURVEY AND PLAT ARE CORRECT.

I FURTHER CERTIFY THAT THE LAND EMBRACED IN THIS SUBDIVISION IS IN THE NAME OF HAMPTON ROADS SANITATION DISTRICT, A POLITICAL SUBDIVISION OF THE COMMONWEALTH OF VIRGINIA AND THAT IT WAS ACQUIRED FROM THE UNITED STATES OF AMERICA BY DEED DATED FEBRUARY 14, 1961, AND DULY RECORDED IN DEED BOOK 419 AT PAGE 402 IN THE CLERKS' OFFICE OF THE CIRCUIT COURT FOR THE CITY OF NEWPORT NEWS, VIRGINIA.



SIGNED: _____
 MARK A. HASKETT, L.S. #1728

STATE OF _____
 CITY/COUNTY OF _____, TO-WIT:

I, _____, A NOTARY PUBLIC IN AND FOR THE CITY AND STATE AFORESAID, DO HEREBY CERTIFY THAT THE ABOVE NAMED PERSON(S) WHOSE NAME(S) ARE SIGNED TO THE FOREGOING WRITING HAVE ACKNOWLEDGED THE SAME BEFORE ME.

GIVEN UNDER MY HAND THIS _____ DAY OF _____, 2019

NOTARY PUBLIC _____ NO. _____ MY COMMISSION EXPIRES _____

RECOMMENDED FOR APPROVAL	
STORM W. MNGMNT.	_____
ENGINEERING	_____
TECH. SERVICES	_____
TRANSP. SERVS.	_____
SUBDIVISION	_____
CITY ATTORNEY	_____
ASSESSOR	_____
PLANNING	_____
ZONING ADMS.	_____
DEVELOPMENT	_____

APPROVED FOR THE CITY OF NEWPORT NEWS VIRGINIA	
EVERETT P. SKIPPER, PE, BCEE	DIRECTOR
DATE: _____	
CYNTHIA D. RDHLF	
DATE: _____	

tabbles:

B

 EXHIBIT



(SEE NOTE 1 FOR MERIDIAN)

CURVE TABLE

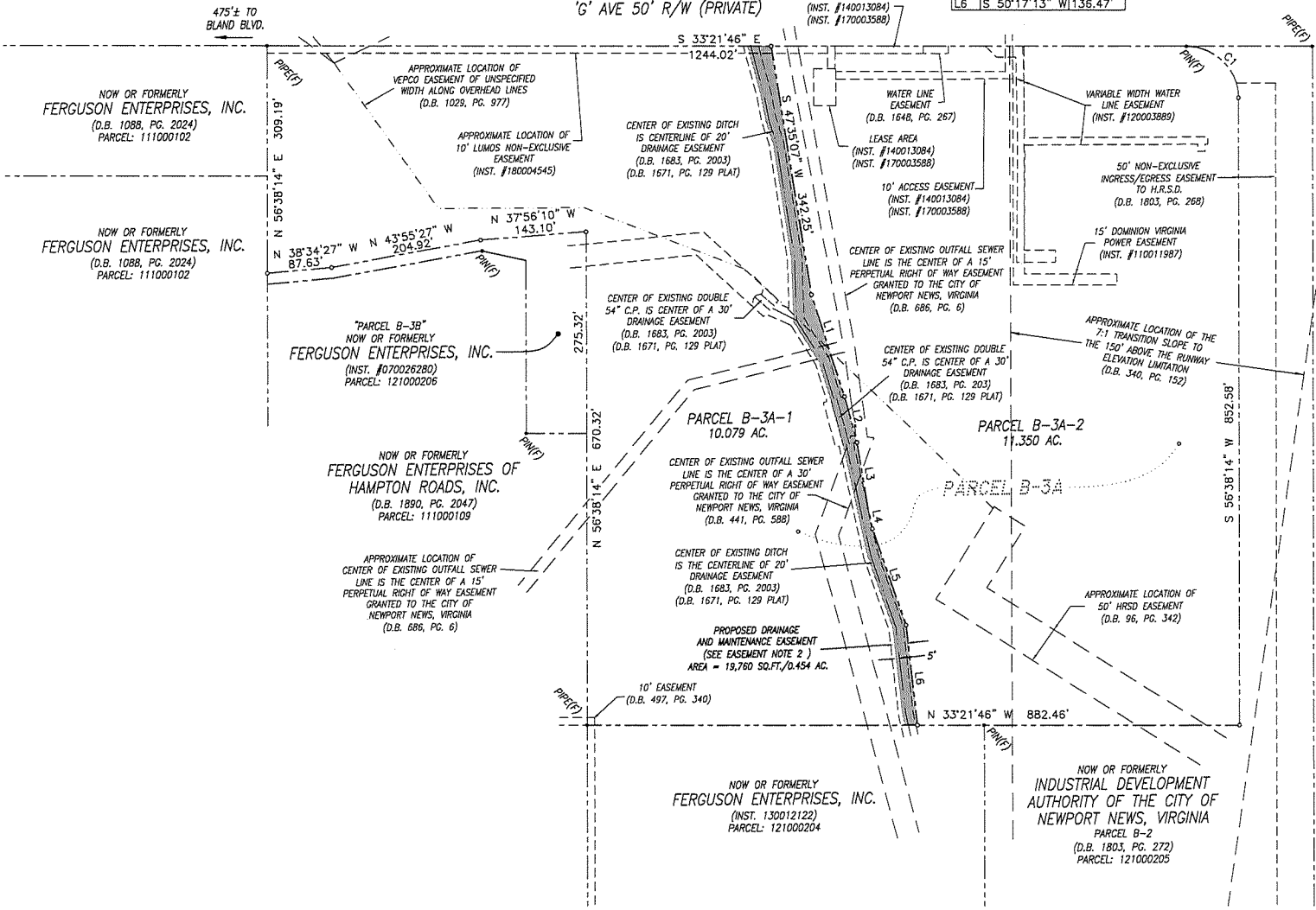
CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	109.96	70.00	90°00'00"	S 11°38'14" W	98.99

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 38°47'57" W	145.44
L2	S 41°41'17" W	85.25
L3	S 47°24'37" W	89.07
L4	S 44°14'10" W	29.41
L5	S 37°33'31" W	138.43
L6	S 50°17'13" W	136.47

NOW OR FORMERLY
PENINSULA AIRPORT
COMMISSION
(D.B. 105, PG. 39)
PARCEL: 112000101

'G' AVE 50' R/W (PRIVATE)



NOW OR FORMERLY
FERGUSON ENTERPRISES, INC.
(D.B. 1088, PG. 2024)
PARCEL: 111000102

NOW OR FORMERLY
FERGUSON ENTERPRISES, INC.
(D.B. 1088, PG. 2024)
PARCEL: 111000102

"PARCEL B-39"
NOW OR FORMERLY
FERGUSON ENTERPRISES, INC.
(INST. #070026280)
PARCEL: 121000205

NOW OR FORMERLY
FERGUSON ENTERPRISES OF
HAMPTON ROADS, INC.
(D.B. 1890, PG. 2047)
PARCEL: 111000109

APPROXIMATE LOCATION OF
CENTER OF EXISTING OUTFALL SEWER
LINE IS THE CENTER OF A 15'
PERPETUAL RIGHT OF WAY EASEMENT
GRANTED TO THE CITY OF
NEWPORT NEWS, VIRGINIA
(D.B. 686, PG. 6)

NOW OR FORMERLY
FERGUSON ENTERPRISES, INC.
(INST. 130012122)
PARCEL: 121000204

NOW OR FORMERLY
INDUSTRIAL DEVELOPMENT
AUTHORITY OF THE CITY OF
NEWPORT NEWS, VIRGINIA
PARCEL B-2
(D.B. 1803, PG. 272)
PARCEL: 121000205

NOW OR FORMERLY
PENINSULA AIRPORT
COMMISSION
(D.B. 105, PG. 39)
PARCEL: 112000101

SUBDIVISION OF
PARCEL B-3A

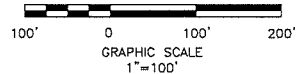
"SUBDIVISION OF PARCEL B-3"
(INST. #070025097)

PROPERTY OWNED BY
HAMPTON ROADS SANITATION DISTRICT
CITY OF NEWPORT NEWS, VIRGINIA

OCTOBER 3, 2019
SHEET 2 OF 2



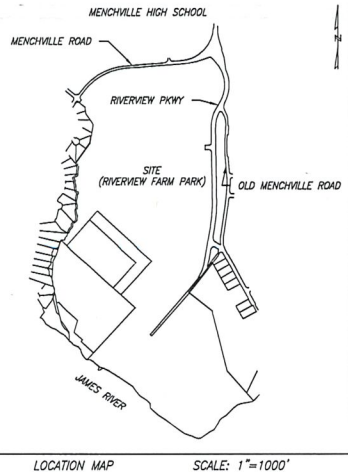
JOHNSON, MIRMIRAN & THOMPSON
Engineering A Brighter Future®
272 BENDIX ROAD, SUITE 200, VIRGINIA BEACH, VA 23452
(757) 499-1985 (OFFICE) - (757) 257-0349 (FAX)





tabbles®
EXHIBIT
C

EXHIBIT C - Recreation Trail Map and Marina Connection



LOCATION MAP SCALE: 1"=1000'

UTILITY AND ACCESS EASEMENT "A"		
LINE #	BEARING	DISTANCE
L26	N04° 38' 03"W	30.00
L27	S85° 29' 29"W	35.50
L28	S40° 29' 29"W	31.92
L29	S04° 30' 31"E	103.96
L30	N85° 26' 40"E	30.00
L31	N04° 30' 31"W	91.51
L32	N40° 29' 29"E	7.07
L33	N85° 29' 29"E	23.13

AREA TABLES	
WELL #5	15,625 SQ FT
WELL #6	15,625 SQ FT
WELL #7	15,625 SQ FT
WELL #8	15,625 SQ FT
WELL #9	15,625 SQ FT
WELL #10	15,625 SQ FT
EASEMENT "A"	4,397 SQ FT
EASEMENT "B"	105,661 SQ FT
EASEMENT "C"	21,557 SQ FT
EASEMENT "D"	45,125 SQ FT

UTILITY AND ACCESS EASEMENT "B"		
LINE #	BEARING	DISTANCE
L34	S85° 39' 16"W	246.62
L35	N87° 39' 50"W	198.62
L36	S04° 38' 03"E	30.22
L37	S87° 39' 50"E	196.71
L38	N85° 39' 16"E	305.14
L39	S87° 49' 17"E	72.29
L40	N76° 03' 54"E	78.02
L41	N68° 22' 45"E	191.61
L42	S21° 04' 44"E	35.06
L43	S28° 47' 10"E	27.61
L44	N58° 38' 19"E	30.03
L45	N28° 47' 10"W	24.24
L46	N21° 04' 44"W	33.33
L47	N68° 22' 45"E	8.48
L48	N36° 52' 08"E	50.03
L49	N30° 37' 52"W	35.19
L50	N47° 54' 56"E	90.47
L51	N64° 35' 04"W	32.47
L52	S47° 54' 56"W	71.96
L53	N30° 37' 52"W	65.76

UTILITY AND ACCESS EASEMENT "B"		
LINE #	BEARING	DISTANCE
L54	N08° 07' 52"W	58.03
L80	N18° 22' 52"W	107.81
L81	N41° 52' 52"W	44.01
L82	N03° 07' 08"E	44.01
L83	N08° 07' 52"W	184.95
L84	N22° 41' 11"W	93.47
L85	N06° 47' 05"W	345.01
L86	N40° 32' 05"W	120.17
L87	N10° 15' 08"W	82.34
L88	N41° 46' 19"E	81.62
L89	S48° 31' 02"E	27.71
L90	N42° 03' 29"E	30.00
L91	N48° 31' 02"W	27.86
L92	N41° 46' 19"E	294.37
L93	N05° 06' 22"W	362.92
L94	N48° 36' 06"W	202.72
L95	N42° 03' 29"E	185.56
L96	N47° 56' 31"W	30.00
L97	S42° 03' 29"W	212.50
L98	S44° 53' 24"E	233.91

UTILITY AND ACCESS EASEMENT "B"		
LINE #	BEARING	DISTANCE
L89	S05° 06' 22"E	320.90
L100	S41° 46' 19"W	407.62
L101	S10° 15' 08"E	105.10
L102	S40° 32' 05"E	119.19
L103	S06° 47' 05"E	340.10
L104	S22° 41' 11"E	93.83
L105	S08° 07' 52"E	178.16
L106	S03° 07' 08"W	53.48
L107	S41° 52' 52"E	50.47
L108	S19° 22' 52"E	98.89
L109	S08° 07' 52"E	61.05
L110	S30° 37' 52"E	117.49
L111	S36° 52' 08"W	21.52
L112	S68° 22' 45"W	219.62
L113	S76° 03' 54"W	71.76
L114	N87° 49' 17"W	69.75
L115	S85° 39' 16"W	28.48
L116	N03° 31' 33"W	28.94
L117	S86° 28' 27"W	30.00
L118	S03° 31' 33"E	29.37

PLAT SHOWING
PROPOSED UTILITY EASEMENTS
TO BE ACQUIRED FROM

THE CITY OF NEWPORT NEWS
BY
HAMPTON ROADS SANITATION DISTRICT
LOCATED AT
100 CITY FARM ROAD, NEWPORT NEWS, VIRGINIA
SCALE: 1"=100'
OCTOBER 23, 2020

WELL 5		
LINE #	BEARING	DISTANCE
L22	N61° 46' 38"W	156.25
L23	S28° 13' 22"W	100.00
L24	S61° 46' 38"E	156.25
L25	N28° 13' 22"E	100.00

WELL 6		
LINE #	BEARING	DISTANCE
L18	N82° 20' 44"W	80.00
L19	S07° 39' 16"W	195.31
L20	S82° 20' 44"E	80.00
L21	N07° 39' 16"E	195.31

WELL 7		
LINE #	BEARING	DISTANCE
L14	S48° 05' 34"E	195.31
L15	N41° 54' 26"E	80.00
L16	N48° 05' 34"W	195.31
L17	S41° 54' 26"W	80.00

WELL 8		
LINE #	BEARING	DISTANCE
L9	N47° 37' 36"W	114.47
L10	S42° 03' 29"W	125.62
L11	S47° 37' 36"E	125.00
L12	N42° 03' 29"E	110.94
L13	N06° 30' 06"E	18.12

WELL 9		
LINE #	BEARING	DISTANCE
L5	N64° 35' 04"W	80.00
L6	S25° 24' 56"W	195.31
L7	S64° 35' 04"E	80.00
L8	N25° 24' 56"E	195.31

WELL 10		
LINE #	BEARING	DISTANCE
L1	N04° 38' 03"W	125.00
L2	S85° 21' 57"W	125.00
L3	S04° 38' 03"E	125.00
L4	N85° 21' 57"E	125.00

UTILITY AND ACCESS EASEMENT "C"		
LINE #	BEARING	DISTANCE
L121	S40° 09' 31"W	177.69
L122	S40° 09' 30"W	24.66
L123	S39° 14' 24"W	20.41
L124	S37° 24' 15"W	20.42
L125	S35° 34' 02"W	20.42
L126	S33° 43' 43"W	20.41
L127	S33° 45' 06"W	21.60
L128	S34° 41' 56"W	0.33
L129	S35° 37' 54"W	21.43
L130	S36° 35' 00"W	0.33
L131	S37° 30' 44"W	21.43
L132	S38° 26' 42"W	0.33
L133	S39° 23' 45"W	21.61
L134	S40° 22' 48"W	573.79
L135	N48° 05' 34"W	28.96
L136	S48° 05' 34"E	77.35
L137	N41° 54' 26"E	30.00

UTILITY AND ACCESS EASEMENT "C"		
LINE #	BEARING	DISTANCE
L138	N48° 05' 34"W	41.06
L139	N40° 19' 59"E	574.52
L140	N39° 23' 45"E	21.94
L141	N38° 26' 42"E	0.66
L142	N37° 30' 44"E	21.76
L143	N36° 35' 00"E	0.66
L144	N35° 37' 54"E	21.76
L145	N34° 41' 56"E	0.66
L146	N33° 45' 06"E	21.76
L147	N33° 43' 43"E	20.10
L148	N35° 34' 02"E	19.78
L149	N37° 24' 15"E	19.78
L150	N39° 14' 24"E	19.93
L151	N40° 09' 30"E	24.50
L152	N40° 09' 31"E	177.08
L153	N48° 06' 22"W	20.01

UTILITY AND ACCESS EASEMENT "D"		
LINE #	BEARING	DISTANCE
L154	S07° 39' 16"W	332.79
L155	S14° 50' 44"E	124.10
L156	S48° 35' 44"E	160.05
L157	N86° 24' 16"E	44.89
L158	N40° 49' 40"E	42.01
L159	S86° 24' 16"W	61.87
L160	N48° 35' 44"W	138.52
L161	N14° 50' 44"W	109.03
L162	N07° 39' 16"E	323.87
L163	N18° 54' 16"E	121.41
L164	N41° 24' 16"E	38.41
L165	N03° 35' 44"W	13.74
L166	S79° 01' 34"E	33.62
L167	N10° 58' 26"E	30.00
L168	N79° 01' 34"W	41.42
L169	N03° 35' 44"W	50.84
L170	N26° 05' 44"W	84.20
L171	N41° 24' 16"E	145.29
L172	N03° 35' 44"W	35.95
L173	N39° 16' 38"W	254.93

UTILITY AND ACCESS EASEMENT "D"		
LINE #	BEARING	DISTANCE
L174	N61° 46' 38"W	62.27
L175	S28° 13' 22"W	30.00
L176	S61° 46' 38"E	56.30
L177	S39° 16' 38"E	239.31
L178	S03° 35' 44"E	13.87
L179	S41° 24' 16"W	152.91
L180	S26° 05' 44"E	98.28
L181	S03° 35' 44"E	77.19
L182	S41° 24' 16"W	31.95
L183	S18° 54' 16"W	130.33

LEGEND

- LIGHT POLE
- TREE
- SIGN
- BOLLARD
- VALVE
- UTILITY AND ACCESS EASEMENT
- TEMPORARY CONSTRUCTION EASEMENT

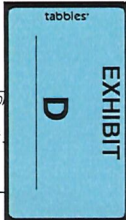
APPROVED FOR
THE CITY OF NEWPORT NEWS
VIRGINIA

SHEILA W. McALLISTER, AICP

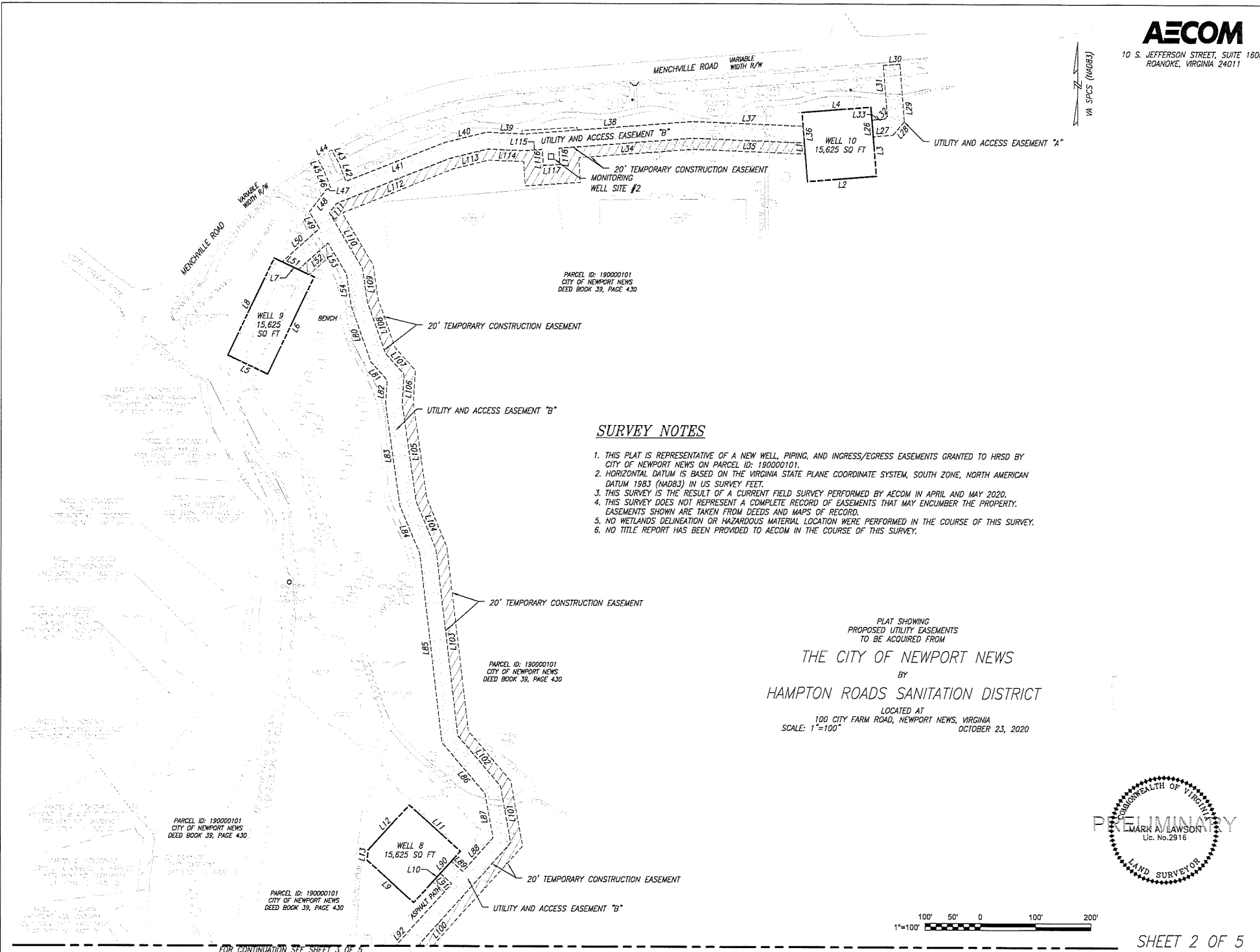
DATE:

CYNTHIA D. ROHLF

DATE:



VIA SPECS (ADDED)



PARCEL ID: 190000101
CITY OF NEWPORT NEWS
DEED BOOK 39, PAGE 430

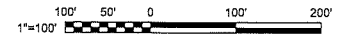
SURVEY NOTES

1. THIS PLAT IS REPRESENTATIVE OF A NEW WELL, PIPING, AND INGRESS/EGRESS EASEMENTS GRANTED TO HRSD BY CITY OF NEWPORT NEWS ON PARCEL ID: 190000101.
2. HORIZONTAL DATUM IS BASED ON THE VIRGINIA STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NORTH AMERICAN DATUM 1983 (NAD83) IN US SURVEY FEET.
3. THIS SURVEY IS THE RESULT OF A CURRENT FIELD SURVEY PERFORMED BY AECOM IN APRIL AND MAY 2020.
4. THIS SURVEY DOES NOT REPRESENT A COMPLETE RECORD OF EASEMENTS THAT MAY ENCUMBER THE PROPERTY. EASEMENTS SHOWN ARE TAKEN FROM DEEDS AND MAPS OF RECORD.
5. NO WETLANDS DELINEATION OR HAZARDOUS MATERIAL LOCATION WERE PERFORMED IN THE COURSE OF THIS SURVEY.
6. NO TITLE REPORT HAS BEEN PROVIDED TO AECOM IN THE COURSE OF THIS SURVEY.

PLAT SHOWING
PROPOSED UTILITY EASEMENTS
TO BE ACQUIRED FROM
THE CITY OF NEWPORT NEWS
BY
HAMPTON ROADS SANITATION DISTRICT
LOCATED AT
100 CITY FARM ROAD, NEWPORT NEWS, VIRGINIA
SCALE: 1"=100' OCTOBER 23, 2020

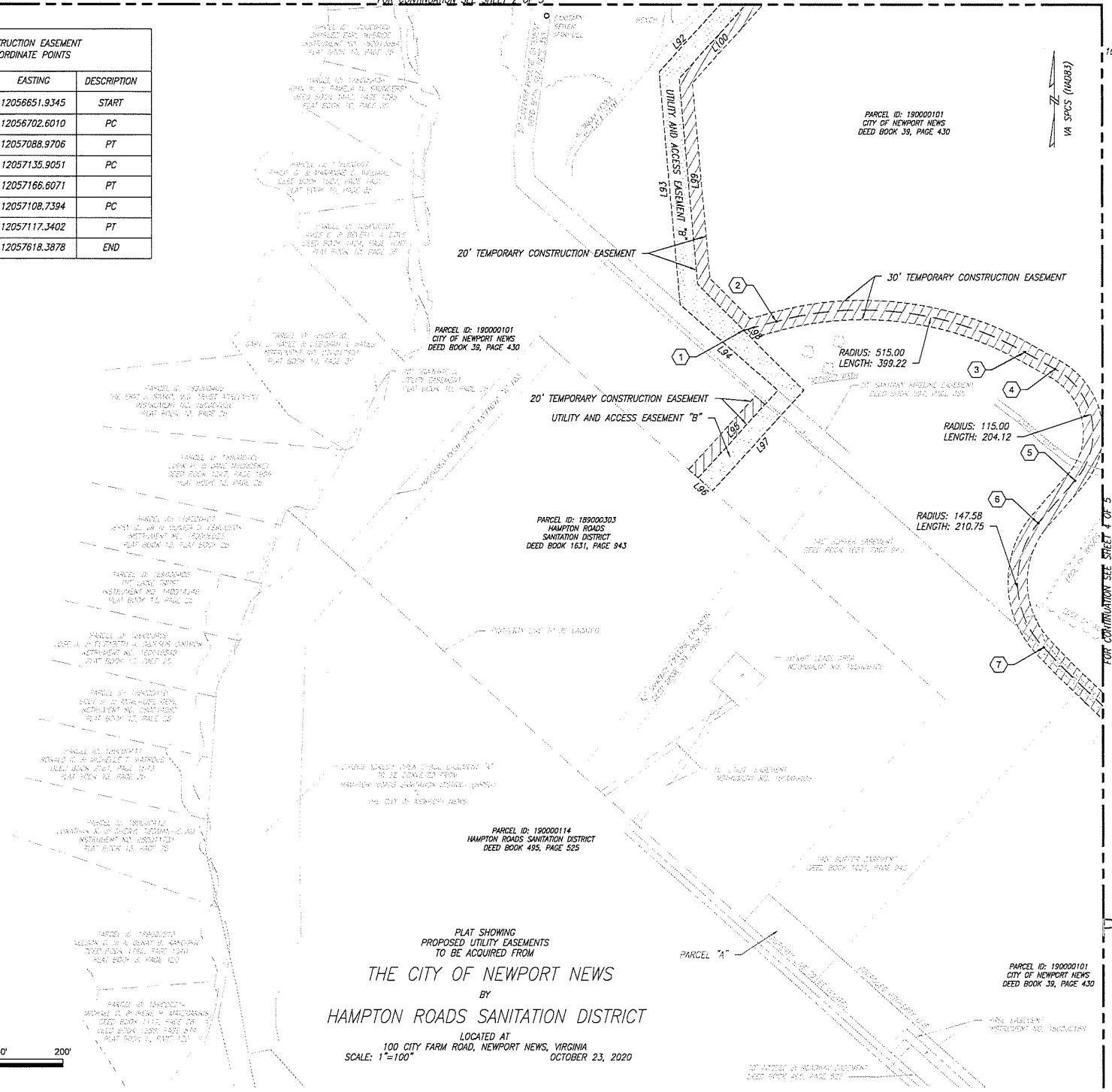
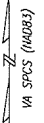
PARCEL ID: 190000101
CITY OF NEWPORT NEWS
DEED BOOK 39, PAGE 430

PARCEL ID: 190000101
CITY OF NEWPORT NEWS
DEED BOOK 39, PAGE 430



FOR CONTINUATION SEE SHEET 3 OF 5

TEMPORARY CONSTRUCTION EASEMENT CENTERLINE COORDINATE POINTS			
POINT NUMBER	NORTHING	EASTING	DESCRIPTION
1	3561732.5680	12056651.9345	START
2	3561746.3100	12056702.6010	PC
3	3561698.6481	12057088.9706	PT
4	3561672.3745	12057135.9051	PC
5	3561496.6772	12057166.6071	PT
6	3561429.9583	12057108.7394	PC
7	3561236.8598	12057117.3402	PT
8	3560746.1384	12057618.3878	END



FOR CONTINUATION SEE SHEET 4 OF 5

PLAT SHOWING
PROPOSED UTILITY EASEMENTS
TO BE ACQUIRED FROM
THE CITY OF NEWPORT NEWS
BY
HAMPTON ROADS SANITATION DISTRICT
LOCATED AT
100 CITY FARM ROAD, NEWPORT NEWS, VIRGINIA
SCALE: 1"=100'
OCTOBER 23, 2020



PARCEL ID: 190000101
CITY OF NEWPORT NEWS
DEED BOOK 39, PAGE 430



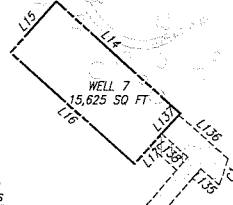
CANVASBACK TRAIL

OLD NEWSPAPER ROAD
UNPAVED SECTION

INDICAVILLE ROAD SOUTH
UNPAVED SECTION

RIVERVIEW PARKWAY
BY A HUNTER TRACT 1/4 Acre (Reserved)

PARCEL ID: 190000101
CITY OF NEWPORT NEWS
DEED BOOK 39, PAGE 430



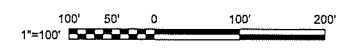
PARCEL ID: 190000101
CITY OF NEWPORT NEWS
DEED BOOK 39, PAGE 430

30' TEMPORARY CONSTRUCTION EASEMENT



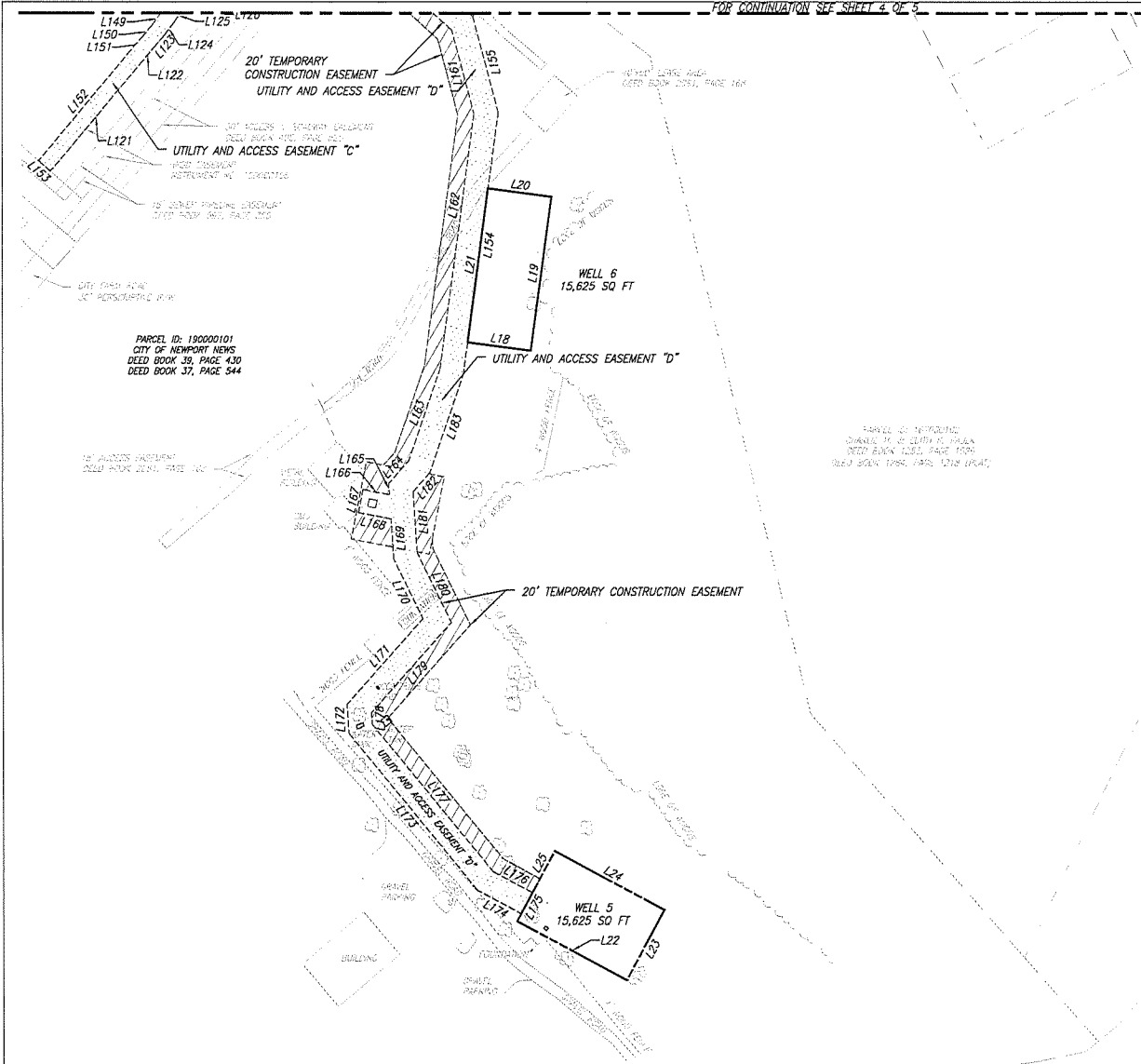
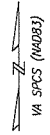
20' TEMPORARY CONSTRUCTION EASEMENT

PLAT SHOWING
PROPOSED UTILITY EASEMENTS
TO BE ACQUIRED FROM
THE CITY OF NEWPORT NEWS
BY
HAMPTON ROADS SANITATION DISTRICT
LOCATED AT
100 CITY FARM ROAD, NEWPORT NEWS, VIRGINIA
SCALE: 1"=100' OCTOBER 23, 2020



FOR CONTINUATION SEE SHEET 3 OF 5

FOR CONTINUATION SEE SHEET 5 OF 5



PARCEL ID: 190000101
CITY OF NEWPORT NEWS
DEED BOOK 39, PAGE 430
DEED BOOK 37, PAGE 544

PARCEL ID: 190000101
CITY OF NEWPORT NEWS
DEED BOOK 39, PAGE 430
DEED BOOK 37, PAGE 544

PARCEL ID: 190000101
CITY OF NEWPORT NEWS
DEED BOOK 39, PAGE 430
DEED BOOK 37, PAGE 544

PLAT SHOWING
PROPOSED UTILITY EASEMENTS
TO BE ACQUIRED FROM
THE CITY OF NEWPORT NEWS
BY
HAMPTON ROADS SANITATION DISTRICT
LOCATED AT
100 CITY FARM ROAD, NEWPORT NEWS, VIRGINIA
SCALE: 1"=100' OCTOBER 23, 2020

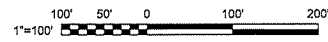


EXHIBIT
E



- Monitoring Well
- Property Boundary
- ▲ Well House Building
- Daily Routine Maintenance - Recreation Trails (existing and proposed)
- Non-routine Maintenance Access Well 8
- Utility and Well Easement

Exhibit E: Designated Portion of City's Recreation Trail for Daily Ingress and Egress Maintenance

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

ADDENDUM ONE TO OPTION AGREEMENT AND AGREEMENT OF PURCHASE AND SALE

This Addendum One is made this 4th day of March, 2024, to that certain Option Agreement and Agreement of Purchase and Sale, dated March 23, 2021, (the "Agreement") by and between the Hampton Roads Sanitation District ("HRSD") and the City of Newport News, Virginia ("CITY") regarding the sale of certain City owned property located at 100 City Farm Road, Newport News, Virginia to HRSD in connection with HRSD's Swift Project.

WHEREAS, Section 3.2 of the Agreement requires HRSD to construct a system of recreation multi-use trails (the "Recreation Trail") on HRSD and City-owned property; and

WHEREAS, Exhibit C to the Agreement shows the approximate path of the proposed Recreation Trail; and

WHEREAS, Section 3.2(a) calls for design of the Recreation Trail, including the path thereof, to be developed in coordination with the City; and

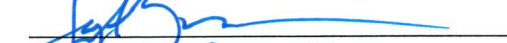
WHEREAS, an archaeological review of a portion of the Flax Mill Creek portion of the Recreation Trail revealed a burial site within the path of the Recreation Trail, and the Virginia Department of Historical Resources has requested that the Recreation Trail be re-routed to avoid the burial site. This re-routing will move a portion of the Recreation Trail from HRSD property to City property.

NOW, THEREFORE, CITY and HRSD agree as follows:

1. The Recreation Trail shall be re-routed to avoid the burial site revealed in the archaeological review, along the re-routed path shown in Exhibit A attached hereto and made a part hereof.
2. The remaining terms of the Agreement shall remain in full force and effect.

WITNESS the following signatures:

HAMPTON ROADS SANITATION DISTRICT

By: 
Name: Jay A. Bernas
Title: General Manager, HRSD

CITY OF NEWPORT NEWS, VIRGINIA

By: 
Alan K. Archer, City Manager

Approved as to form:


City Attorney

Layout & Materials Legend

	Parking Lot
	Bituminous Paving
	Bituminous Trail
	Exposed Aggregate Concrete
	Timber Bridge
	Limit of Construction
	Wood Rail Fence
	Proposed Bench Location
	Riprap
	Line or Curve Point (See Note 1)



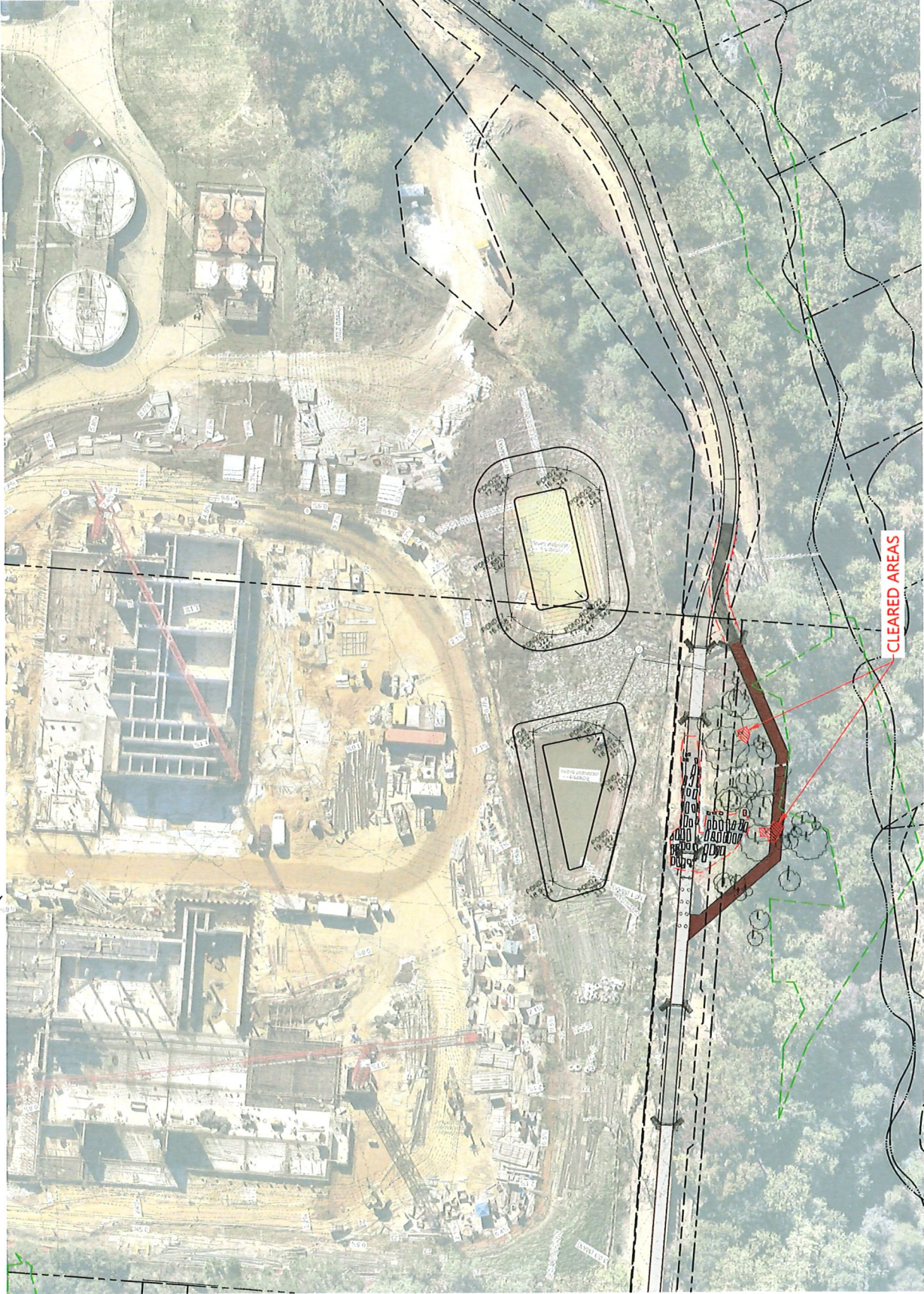
0 15 30 60 Feet
SCALE: 1" = 30'-0"

**James River Land
Improvements - Phase I**
101 City Farm Road
Newport News, VA

Conformed Drawings
CU-2021-0002
CIP NO.: G1016344

March 15, 2023

Grave Avoidance



HRSD COMMISSION MEETING MINUTES
JANUARY 28, 2020

ATTACHMENT #6

AGENDA ITEM 12. CAPITAL IMPROVEMENT PROGRAM QUARTERLY UPDATE



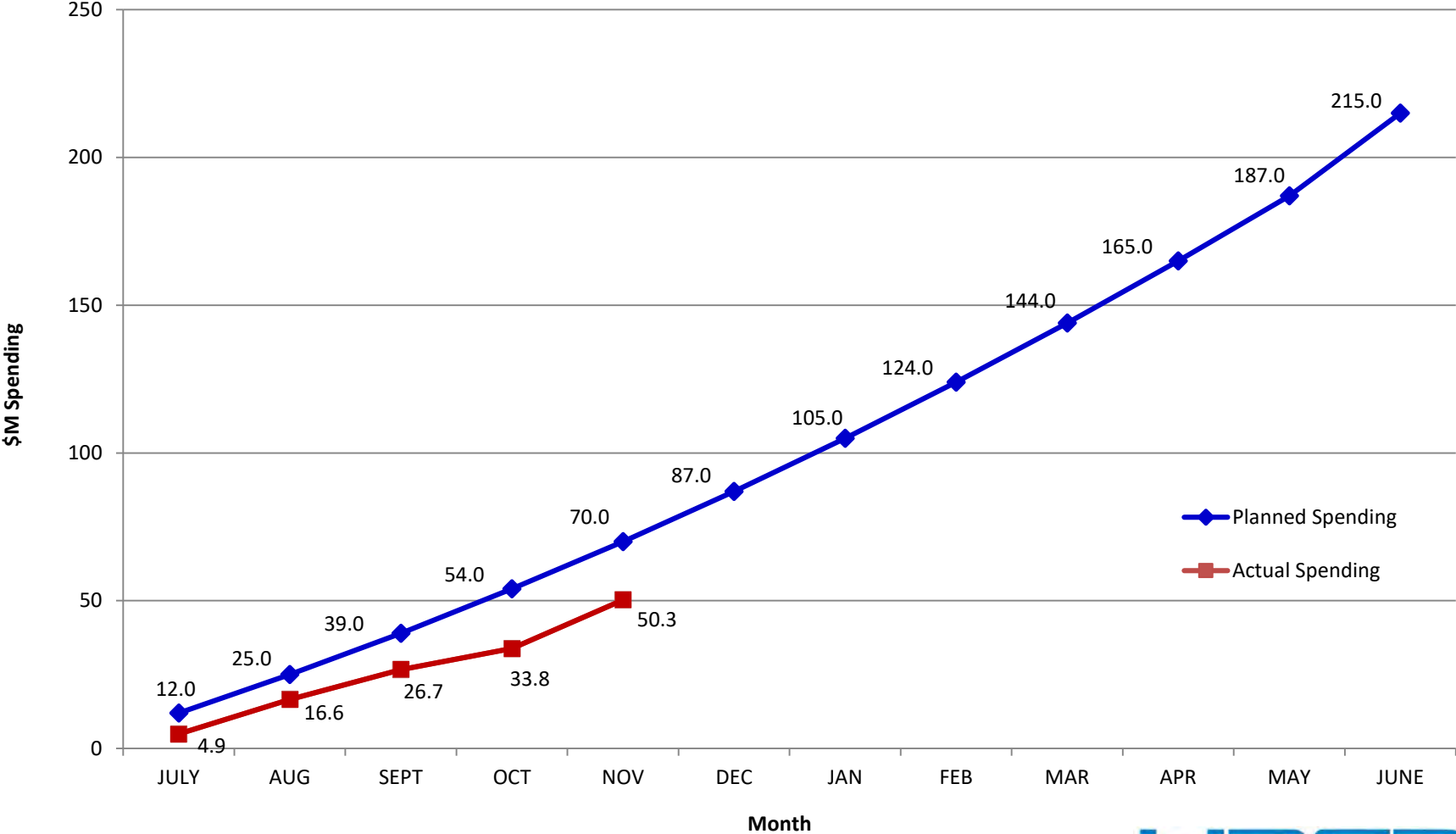
Capital Improvement Program Commission Briefing

January 28, 2020

- CIP Expenditures for FY-2020
- CIP Performance Metrics
- Summary of Projects Requiring Additional Appropriation in CY-2019
- Consent Decree/Sewer Rehabilitation Plan – Project Updates
- Significant Project Updates
- Project Focus:
 - Virginia Initiative Plant – Nutrient Reduction Improvements

CIP Expenditures for FY-2019

Cumulative Monthly Expenditures & Reimbursements



CIP Expenditures for FY-2020

CIP Projects with Largest Spending Projections in FY-2020

Project Name	Planned FY-2020 CIP Spending	Actual FY-2020 Spending
Providence Road Off-Line Storage Facility	\$16,300,000	\$7,083,500
Water Quality Services Building – Phase II	\$13,600,000	\$815,800
Atlantic Treatment Plant Thermal Hydrolysis Process (Cambi)	\$10,200,000	\$7,546,500

- CIP Spending and Staffing
- Construction Contracts Awarded in CY-2019
- Construction Contracts Completed in CY-2019

CIP Spending and Staffing

CIP Spending for Calendar Year 2019 = \$113.2M
(\$28.3M Design, \$84.9M Construction)

Internal Staffing:

Engineering Department Staff = 44 Full-Time, 7 Part-Time

External Staffing:

Design Services Staff = 141 Full-Time Employees

Construction Services Staff = 471 Full-Time Employees

Total = 612 Full-Time Employees

Construction Contracts Awarded in 2019

Project Name	CIP	Bid Date	CIP Estimate	Engineer's Estimate	Low Bid	Average of Bids	High Bid	# Bidders
ATP Influent Screen Expansion	AT013900	02/20/19	1,620,000.00	\$1,442,951.00	\$1,064,091.00	\$1,147,440.00	\$1,359,000.00	4
Boat Harbor Outlet Sewer Improvements	BH014700	10/02/19	5,653,244.00	\$5,374,900.00	\$5,224,607.30	\$6,834,001.53	\$8,709,847.00	5
Deep Creek IFM Replacement	NP012600	10/30/19	4,150,000.00	\$4,183,093.37	\$4,388,122.00	\$5,466,986.31	\$7,245,929.00	4
Deep Creek IFM Risk Mitigation	NP013400	11/06/19	2,200,000.00	\$2,407,601.00	\$2,415,530.00	\$2,530,732.00	\$2,637,031.00	3
Huxley Place to Middle Ground Blvd IFM Extension	JR012100	05/07/19	3,794,900.00	\$3,627,382.00	\$3,943,409.30	\$4,842,479.10	\$5,981,280.00	6
Jefferson Avenue Ext Gravity Improvements	BH014800	07/08/19	2,537,548.00	\$2,412,771.00	\$2,248,120.00	\$3,031,365.00	\$3,775,075.00	3
JRTP & NTP Dewatering Bldg Mod & Centrifuge	GN016500	02/05/19	750,000.00	\$976,487.00	\$481,000.00	\$531,074.00	\$581,148.00	2
Manhole Rehab/Repl Phase I & NS Siphon Chamber Rehab	GN012130	08/08/19	5,224,176.00	\$4,478,523.32	\$7,260,920.50	\$7,476,460.25	\$7,692,000.00	2
Mathews Main Vacuum PS Replacement	MP012500	02/05/19	2,726,574.00	\$2,606,107.00	\$2,251,210.00	\$2,983,246.60	\$3,931,650.00	5
Mathews Nursing Home Line Vac SM Improvements	MP012900	05/23/19	772,128.00	\$676,144.00	\$984,607.50	\$990,142.25	\$995,677.00	2
Patrick Henry PS Interconnection FM	JR011300	12/18/19	1,259,090.00	\$2,300,338.00	\$1,958,984.00	\$2,824,625.25	\$4,777,777.00	4
PS Generators and Standby Pump Upgrades	GN011700	08/06/19	5,263,820.00	\$4,199,000.00	\$3,823,000.00	\$4,452,576.00	\$4,970,500.00	3
Small Communities Collection System Rehab Phase II	MP013010	07/02/19	512,530.00	\$482,510.00	\$259,574.70	\$491,881.96	\$715,109.13	4
Small Communities Mobile Dewatering Fac Installation	MP013100	08/22/19	1,186,900.00	\$676,000.00	\$1,045,011.00			1
TP Dewatering Replacement Ph I	GN016400	10/30/19	2,828,000.00	\$3,057,000.00	\$2,944,000.00	\$3,127,925.00	\$3,410,000.00	4
Virginia Beach Blvd FM Ph VI	CE018230	09/05/19	20,662,000.00	\$24,813,803.00	\$22,274,865.00	\$24,933,277.25	\$26,456,964.00	4
Westminister Drive FM Replacement (ER)	YR013500	03/13/19	579,422.00	\$610,905.00	\$907,000.00	\$933,500.00	\$960,000.00	2
Williamsburg TP Generator and Switchgear Replacement	WB012400	09/05/19	15,175,234.00	\$17,434,077.00	\$13,992,672.00	\$15,855,423.20	\$16,970,922.00	5
Totals				\$81,759,592.69	\$77,466,724.30	\$88,453,135.70	\$101,169,909.13	
% Difference					-5.3%	8.2%	23.7%	

Construction Contracts Completed in 2019

Project Name	CIP	Construction Start Date	Original Contract	Final Contract	# CO	CO Percentage
Atlantic TP Administration Bldg	AT012000	May 2017	\$2,281,000.00	\$2,461,275.16	5	7.9%
Bridge Street PS Replacement	BH011600	April 2016	\$10,647,000.00	\$11,506,572.58	7	8.1%
Holland Road IFM	NP011810	July 2015	\$10,260,320.00	\$10,864,574.15	4	5.9%
Kirby Street Sanitary Sewer Rehabilitation	MP011800	Nov. 2018	\$663,866.00	\$600,222.32	2	-9.6%
Lucas Creek Woodhaven Force Main Replacement Ph 1	JR013100	Nov. 2017	\$2,655,506.00	\$2,622,283.47	4	-1.3%
Rodman Avenue PS Wet Well Rehabilitation	VP017300	Dec. 2017	\$864,000.00	\$1,086,826.24	3	25.8%
Westminister Drive FM Replacement - Emergency Repair	YR013500	Mar. 2019	\$907,000.00	\$930,509.00	1	2.6%

Totals		\$28,278,692.00	\$30,072,262.92	6.3%
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	2018	9.0%
	2017	10.4%
	2016	14.7%

Summary of CIP Projects Requiring Additional Appropriation in CY-2019

- Total Value of 10-Year CIP \$2.78B
- CIP Spending in CY-2019 \$113.2M
- Total # of Projects in 10-Year CIP 179
- # of Active Projects in CY-2019 130

Summary of Projects Requiring Additional Appropriation in CY-2019 (cont.)

Project Name		Original Appropriation*	Additional Appropriation	Percent Increase
Boat Harbor Treatment Plant Switchgear Replacement	BH015300	\$5,997,000	\$3,629,014	60.5%
Independence Boulevard Pressure Reducing Station	CE010400	\$3,062,000	\$1,065,452	34.8%
Laskin Road PRS Reliability Modifications	CE011829	\$3,220,000	\$1,203,434	37.4%
Pine Tree PRS Reliability Modifications	CE012200	\$3,479,000	\$4,101,574	117.9%
Providence Road PRS Upgrades and Interconnect FM	CE011822	\$5,445,000	\$9,004,596	165.4%
Mathews Main Vacuum Pump Station Replacement	MP012500	\$2,240,000	\$1,489,080	66.5%
Water Quality Services Building Phase II	AD012200	\$9,800,000	\$9,700,312	99.0%
Rodman Avenue PS Wet Well Rehabilitation	VP017300	\$1,460,380	\$51,333	3.5%
Atlantic PRS Reliability Modifications	CE011827	\$7,586,000	\$2,147,130	28.3%
Kempsville PRS Reliability Modifications	CE011828	\$3,208,000	\$2,153,940	67.1%
Fleet Management	GN016800	\$612,000	\$419,440	68.5%
Huxley Place to Middle Ground Blvd IFM Extension	JR012100	\$2,500,000	\$2,685,885	107.4%
Mathews Nursing Home Line Vacuum Sewer Main Imp	MP012900	\$626,000	\$739,928	118.2%
Surry Hydraulic Improvements and Interceptor Force Main	SU010200	\$10,000,000	\$30,096,676	301.0%
Jefferson Avenue Extension Gravity Improvements	BH014800	\$2,870,400	\$196,992	6.9%
Treatment Plant Grease Handling Facilities	GN013300	\$1,843,668	\$7,656,150	415.3%
VIP NRI	VP016300	\$165,105,717	\$6,570,713	4.0%
Manhole Rehabilitation/Replacement Ph I	GN012130	\$2,834,000	\$8,019,969	283.0%
Shippo Corner Interim PRS	AT011510	\$3,650,000	\$67,921	1.9%
Small Communities Mobile Dewatering Facilities Install	MP013100	\$1,205,000	\$750,478	62.3%
Virginia Beach Blvd Force Main Phase VI	CE011823	\$15,913,000	\$11,950,000	75.1%
Williamsburg TP Generator and Switchgear Replacement	WB012400	\$4,760,460	\$12,242,922	257.2%
Boat Harbor Outlet Sewer Improvements	BH014700	\$4,100,082	\$2,420,709	59.0%
Bridge Street Siphon and Vent Relocation	BH013400	\$895,000	\$172,850	19.3%
Deep Creek IFM Risk Mitigation	NP013400	\$2,482,800	\$652,762	26.3%
Treatment Plant Dewatering Replacement Ph I	GN016400	\$1,680,000	\$2,698,724	160.6%

Totals	\$266,575,507	\$121,887,984	45.7%
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2018	\$96,238,677	\$19,463,504	20.2%
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2017	\$196,860,303	\$32,028,770	16.3%
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2016	\$150,415,925	\$30,220,144	20.1%
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* Original appropriation is from start of calendar year
(includes additional appropriations from prior calendar years)

Providence Road Offline Storage Facility

Engineers:

Kimley Horn / RK&K

Design-Build Team:

- Crowder Construction
- Hazen & Sawyer

Schedule Completion:

February 2021

Project Value: \$32.0M

Funding:

HRSD Revenue Bond



Water Quality Services Building – Phase II

Architect:

Guernsey Tingle

Design-Build Team:

- Henderson, Inc.
- DJG, Inc.

Schedule Completion:

January 2021

Project Value: \$20.2M

Funding:

HRSD Revenue Bond



Atlantic Treatment Plant Thermal Hydrolysis Process and FOG Receiving Station

Engineers:

HDR Engineering, Inc. /
Brown & Caldwell

Construction Manager:

Crowder Construction
Company

Schedule Completion:

December 2020

Project Value: \$67.2M

Funding:

HRSD Revenue Bond
VRLF Loan



Consent Decree/Sewer Rehabilitation Plan – Project Updates

- Consent Decree Condition Assessment Program (CAP) identified condition defects in the regional sanitary sewer system.
- EPA/VDEQ approved the Rehabilitation Action Plan (RAP) in May 2015.
- RAP addresses improvements to gravity mains, force mains, pump stations and associated system compounds.
- RAP will be implemented in three phases:
 - Phase 0 (June 2017)
 - Phase 1 (May 2021)
 - Phase 2 (May 2025)

Consent Decree/Sewer Rehabilitation Plan Project Updates (Phase 0)

CIP	Project Name	Project Status	Total CIP Cost
GN014300	North Shore Operations Unvented High Spot Correction	Complete	\$945,486
VP012100	State Street Pump Station Electrical Modifications	Complete	\$2,158,629

Consent Decree/Sewer Rehabilitation Plan Project Updates (Phase 1)

CIP	Project Name	Project Status	Total CIP Cost
BH012700	Hampton Trunk Sewer Extension Division B - Claremont Force Main Replacement	Complete	\$4,715,273
BH014700	Boat Harbor Outlet Sewer Improvements	Design	\$6,520,791
BH014800	Jefferson Avenue Extension Gravity Improvements	Construction	\$3,067,392
BH015000	Orcutt Avenue and Mercury Blvd Gravity Sewer Improvements	Construction	\$9,452,686
CE010400	Independence Boulevard Pressure Reducing Station Modifications	Construction	\$4,127,452
CE011700	Western Trunk Force Main Replacement	Design	\$4,286,000
GN011700	Pump Station Generators and Standby Pump Upgrades	Construction	\$7,106,000
GN012130	Manhole Rehabilitation-Replacement Phase I and North Shore Siphon Chamber Rehabilitation Phase I	Construction	\$10,853,969
GN012140	Pump Station Wet Well Rehabilitation Phase I	Construction	\$3,519,659
GN015100	Arctic Avenue Pump Station and Newtown Road Pump Station Electrical Improvements	Complete	\$364,708
JR012100	Huxley to Middle Ground Force Main Extension	Construction	\$5,185,885
NP011300	Suffolk Interceptor Force Main Section I Main Line Valving Replacement	Design	\$1,060,000
NP012600	Deep Creek Interceptor Force Main Replacement	Construction	\$6,233,000
VP014010	Ferebee Avenue Pump Station Replacement	Design	\$5,852,747
WB012200	North Trunk Force Main Part B Replacement	Construction	\$2,004,539

Consent Decree/Sewer Rehabilitation Plan Project Updates (Phase 2)

CIP	Project Name	Project Status	Total CIP Cost
AB010000	Army Base 24-Inch and 20-Inch Transmission Main Replacements	Design	\$27,343,000
AT011510	Shipp's Corner Interim Pressure Reducing Station	Complete	\$3,622,921
AT011520	Shipp's Corner Pressure Reducing Station Modifications	Proposed	\$1,794,131
AT011900	Great Bridge Interceptor Extension 16-Inch Replacement	Proposed	\$5,472,744
AT013000	Washington District Pump Station Area Sanitary Sewer Improvements	Design	\$2,496,266
AT013100	South Norfolk Area Gravity Sewer Improvements	Proposed	\$6,666,942
AT013200	Dozier's Corner Pump Station and Washington District Pump Station Flooding Mitigation Improvements	Proposed	\$314,358
BH014000	West Avenue and 35th Street Interceptor Force Main Replacement	Proposed	\$4,404,011
BH014500	Ivy Home-Shell Road Sewer Extension Division I Replacement	Design	\$2,243,200
BH014600	46th Street Diversion Sewer Rehabilitation Replacement	Design	\$11,470,682
BH014900	Hampton Trunk Sewer Extension Division K Gravity Improvements	Design	\$4,644,400
BH015100	Bloxoms Corner Force Main Replacement	Proposed	\$3,495,808
CE011300	Birchwood Trunk 24-Inch 30-Inch Force Main at Independence Boulevard Replacement Phase II	Proposed	\$1,686,224
CE011600	Poplar Hall Davis Corner Trunk 24-Inch Gravity Sewer Improvements	Proposed	\$2,178,815
CE012000	Poplar Hall Davis Corner Trunk 24-Inch Gravity Sewer Improvements (I-264 VDOT Betterment)	Complete	\$111,320
GN010730	Horizontal Valve Replacement Phase III	Proposed	\$1,189,650

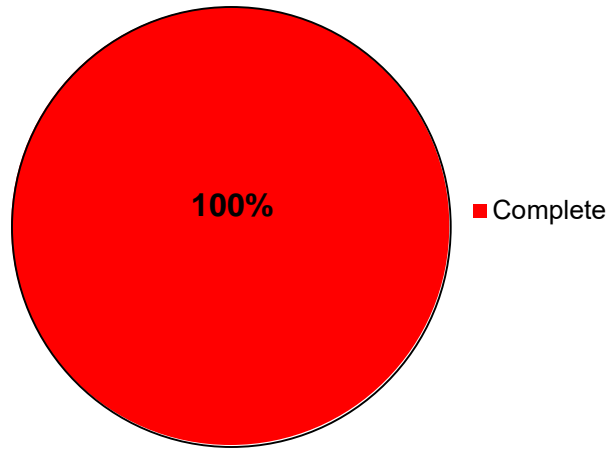
Consent Decree/Sewer Rehabilitation Plan Project Updates (Phase 2)

CIP	Project Name	Project Status	Total CIP Cost
GN014900	North Shore Gravity Sewer Improvements Phase I	Design	\$5,639,906
GN015000	South Shore Gravity Sewer Improvements Phase I	Proposed	\$913,381
GN015300	Interceptor System Valve Improvements Phase I	Proposed	\$3,256,743
GN015400	South Shore Aerial Crossing Improvements	Proposed	\$326,604
JR010600	Lucas Creek Pump Station Upgrade	Design	\$2,595,000
NP010620	Suffolk Pump Station Replacement	Design	\$12,049,000
NP012400	Western Branch Sewer System Gravity Improvements	Proposed	\$3,404,552
NP012500	Shingle Creek and Hickman's Branch Gravity Sewer Improvements	Design	\$9,089,000
VP010920	Norview Estabrook Division I 18-Inch Force Main Replacement Phase II, Section 2	Proposed	\$1,719,631
VP014020	Sanitary Sewer Project 1950 12 Inch Force Main and 24 and 18 Inch Gravity Replacement	Design	\$7,179,000
VP014700	Ingleside Road Pump Station Replacement	Proposed	\$3,810,449
VP014800	Lee Avenue-Wesley Street Horizontal Valve Replacement	Proposed	\$1,109,112
VP015320	Larchmont Area Sanitary Sewer Improvements	Proposed	\$16,752,950
VP015400	Lafayette Norview-Estabrook Pump Station Replacements	Design	\$18,495,895
VP016500	Norview-Estabrook Division I 12-Inch Force Main Replacement	Proposed	\$2,490,879
VP016700	Norview-Estabrook Division I 18-Inch Force Main Replacement Phase III	Proposed	\$3,061,233
VP017100	Central Norfolk Area Gravity Sewer Improvements	Proposed	\$3,094,144
VP018000	Park Avenue Pump Station Replacement	Design	\$5,955,271
YR010300	Foxridge Sanitary Sewer System Sections 1, 4 & 5 Gravity and Woodland Road Fox Hill Road Gravity Sewer Rehabilitation	Proposed	\$3,816,116

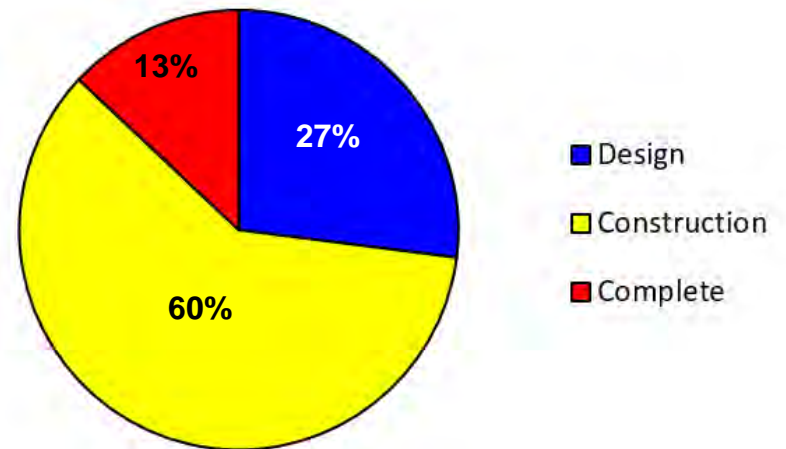
\$261,461,011

Consent Decree/Sewer Rehabilitation Plan Project Updates

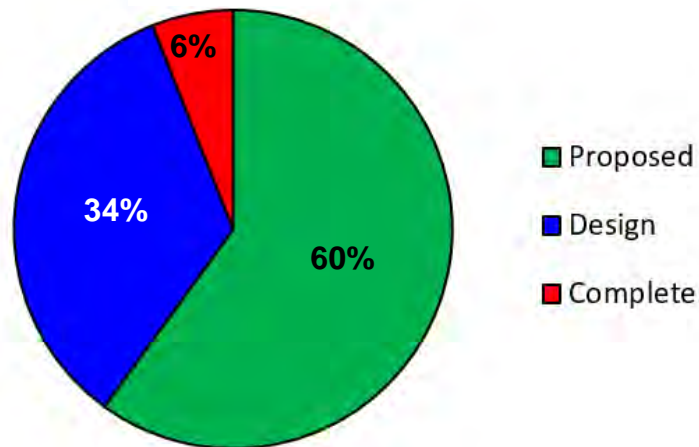
Phase 0



Phase 1



Phase 2



Virginia Initiative Plant – Nutrient Reduction Improvements Program Description

This project was part of HRSD's effort to meet the Virginia Watershed Implementation Plan – Phase 2 Nutrient Compliance Strategy. The improvements at the plant provided the following outcomes:

- Nutrient Reduction Improvements (TN = 5.0 mg/1 and TP = 1.0 mg/1)
- Increase Peak Hydraulic Capacity from 80 MGD to 100 MGD
- Electrical System Reliability Improvements
- Incinerator Scrubber Improvements

Program Budget: \$174,400,000

Virginia Initiative Plant – Nutrient Reduction Improvements (cont.) Financial Summary

Engineering Costs	\$25.4M (17.0% of Total)
Contract A Construction	\$13.9M (\$900K C.O.s)
Emergency Generator Installation	\$4.9M (\$400K C.O.s)
Incinerator Scrubber and Odor Control Improvements	\$3.0M (\$370K C.O.s)
Contract B Construction	\$122.1M (\$14.1M C.O.s)
Miscellaneous Costs	\$5.1M
Total Program Cost	\$174.4M

Virginia Initiative Plant – Nutrient Reduction Improvements (cont.)

Schedule Summary

Project Initiation	Sept. 2011
Design Efforts	Sept. 2011 to Feb. 2014
Contract A Construction	Jan. 2013 to Aug. 2015
Emergency Generator Installation	Jan. 2014 to Aug. 2015
Incinerator Scrubber and Odor Control Improvements	Oct. 2014 to Jun. 2016
Contract B Construction	<ul style="list-style-type: none"> • Feb. 2014 to Jul. 2018 • Group 1 (Nutrient Reduction) Completion Feb. 2017 • Group 2 (Peak Flow/Capacity) Completion Dec. 2019

Project Team

Engineer: HDR Engineering, Inc.

Contractors:

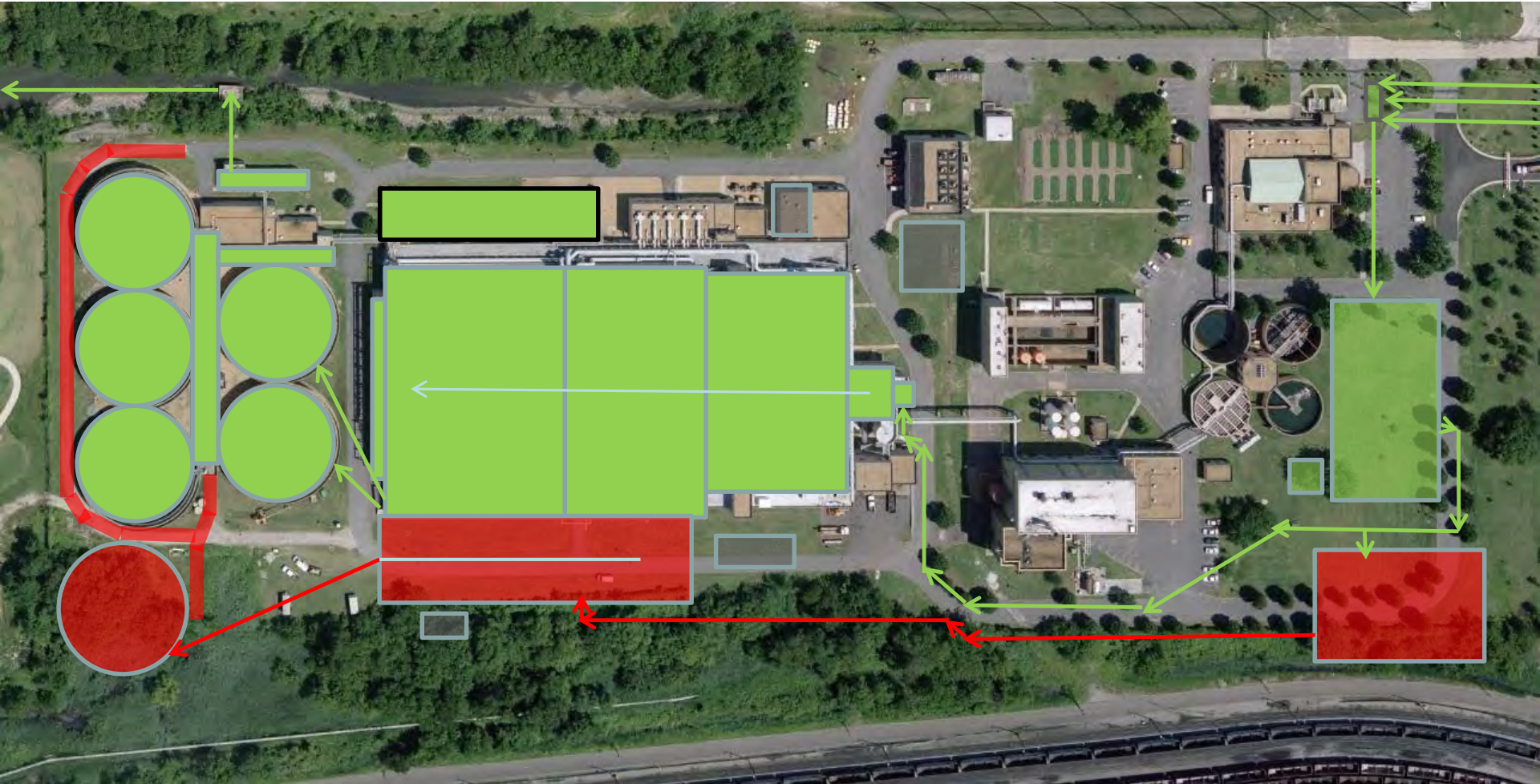
- Contract A and Emergency Generator – PC Construction
- Contract B and Incinerator Scrubber – MEB General Contractors

Virginia Initiative Plant – Nutrient Reduction Improvements (cont.)

Enhanced BNR Scenario



Virginia Initiative Plant – Nutrient Reduction Improvements (cont.) Wet Weather (Parallel Mode) Scenario



Virginia Initiative Plant – Nutrient Reduction Improvements (cont.) Preliminary Treatment Facility



Virginia Initiative Plant – Nutrient Reduction Improvements (cont.)

Equalization Basin



Virginia Initiative Plant – Nutrient Reduction Improvements (cont.)

Biological Treatment Process



Virginia Initiative Plant – Nutrient Reduction Improvements (cont.)

Secondary Clarifier



Virginia Initiative Plant – Nutrient Reduction Improvements (cont.)

VIP in the Beginning

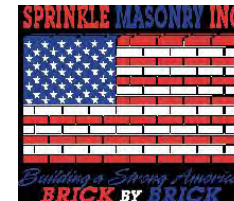


Virginia Initiative Plant – Nutrient Reduction Improvements (cont.)

Construction Project Team



CONSTRUCTION



Virginia Initiative Plant – Nutrient Reduction Improvements (cont.)

Project Schedule Development

Activity	Target Date / Week	MEB	REW	Emerson	SEI	Auto Cntrls	Misc Supplier	5/14/2018	5/21/2018	5/28/2018	6/4/2018	6/11/2018	6/18/2018	6/25/2018	7/2/2018	7/9/2018	7/16/2018	7/23/2018	7/30/2018	8/6/2018	8/13/2018	8/20/2018	8/27/2018	9/3/2018	9/10/2018	9/17/2018	9/24/2018	Risks / Issues			
PTF / RWI Pump Station - UP 01, UP 02																															
PTF Switchgear Conductor Testing	5/19/2018						REW & Reuter Hanney	█	█																						
RWI Valve Actuator Startup (8 w/no control, limits only)	5/21/2018	X	X		X		AC of VA																								
Complete RWI Pipe Testing	5/21/2018	X						█																							
PTF / RWI Wet Well & Channel Inspection	5/23/2018	X						█																							
Leak test slide gates	5/28/2018	X							█																						
Leak test concrete	6/4/2018	X								█																					
PTF Switchgear Energized											█																				
DCU 4 Energized												█																			
Emerson DCU4 - Load Program / Startu													█																		
Filter Inspection														█																	
SEI install PT's & finish VFD pro															█																
Power on VFDs for RWI Pump																█															
RWI VFD & Pump Control																	█														
RWI Pump VFD Pre-Lo																		█													
RWI Pump Startup, Vib																			█												
Pump Clean Water																				█											
Screen / washer comp																					█										
Screen / washer comp																						█									
Screen / washer comp																							█								
Valve & Gate actuator s																								█							
RWI Pump loop check w																									█						
Valve & Gate actuator loop																										█					
Loop check screens & washer																											█				
RWI & PTF Instrumentation calibr																												█			
PTF Fire Alarm Testing																													█		
Gas Detection System SU/Calibration																													█		



Ultrasonic Level (2), Float Switch (1), PD Flow Meter (1), pH (1), temp (1), RWI Flow Meter, RWI Level Probe
 Issue with duct diff pressure sensor (Bay)

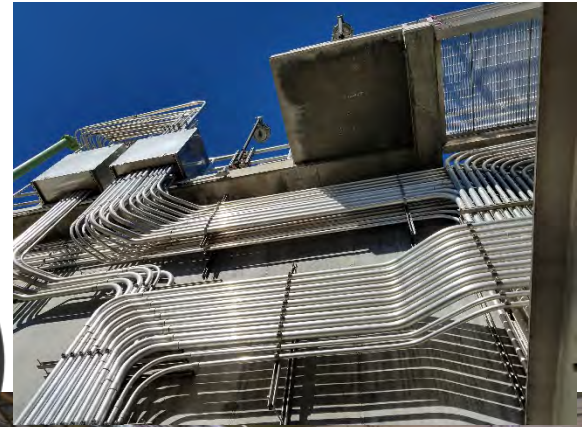
Virginia Initiative Plant – Nutrient Reduction Improvements (cont.)

Project Size and Impact



Virginia Initiative Plant – Nutrient Reduction Improvements (cont.)

Electrical and Generator



Virginia Initiative Plant – Nutrient Reduction Improvements (cont.)

Permit: Construction Similar to Home Remodel

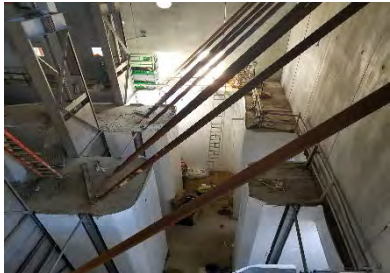
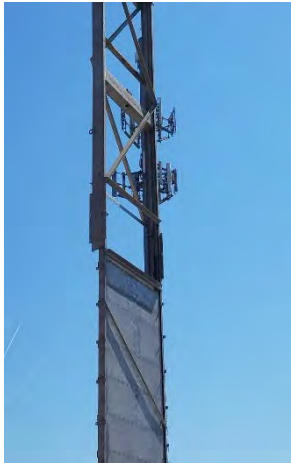


Virginia Initiative Plant – Nutrient Reduction Improvements (cont.)

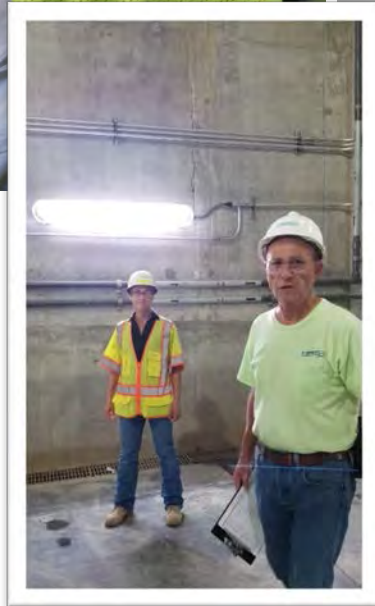
Personnel Worked under all Conditions



Virginia Initiative Plant – Nutrient Reduction Improvements (cont.) Hydraulic Upgrade



Virginia Initiative Plant – Nutrient Reduction Improvements (cont.)



Virginia Initiative Plant – Nutrient Reduction Improvements (cont.)



***Celebrating
Successes***

Virginia Initiative Plant – Nutrient Reduction Improvements (cont.)



THANK YOU VIP PERSONNEL: OUTSTANDING JOB!

Virginia Initiative Plant – Nutrient Reduction Improvements (cont.)

Home Sweet Home



Questions?

HRSD COMMISSION MEETING MINUTES
JANUARY 28, 2020

ATTACHMENT #7

AGENDA ITEM 13. U.S. EPA CONSENT DECREE ANNUAL PUBLIC MEETING



EPA Consent Decree
Annual Informational Meeting
Integrated Plan/Regional Wet
Weather Management Plan

January 28, 2020

Requirements of the Consent Decree

- *“...after providing reasonable notice on its webpage and in a newspaper of general circulation”*
- *“...shall hold an annual informational meeting open to the Localities and the public”*
- *“HRSD shall convey information on the status of the Regional Wet Weather Management Plan, HRSD – Locality cooperation and steps citizens within the Localities can take to protect the receiving waters”*

Objective of the Consent Decree

“HRSD, working in consultation with the Localities, to fulfill the objectives of the Clean Water Act with a goal of eliminating Sanitary Sewer Overflows (SSOs)”



- Consent decree amended to permit a regional approach estimated to save the region \$1 billion over original approach
- Localities and HRSD agreed in Memorandum of Agreement to Regionalized Approach
- HRSD will be responsible for capacity in the regional sanitary sewer system (Localities' systems and HRSD system)
- **MOA modified in 2018 to move HRSD responsibility to plan approval date**

Major Change in Compliance Orders

- Special Order by Consent (SOC) modified in December 2014 focuses on Localities' Management, Operations and Maintenance (MOM) issues
 - Eliminates HRSD from SOC
 - Adds Norfolk to SOC and terminates prior Order
- Consent Decree Modification No. 4 references SWIFT and its relationship with the RWWMP. Requires that the approved RWWMP be a material modification to the CD subject to public comment and Court approval

Overall Regulatory Status

- HRSD continues to implement requirements of Federal Consent Decree, which was originally entered with the court on February 23, 2010, as modified
- **All Consent Decree required submittals have been on time**

- Requires addressing specific features with condition defects identified in Consent Decree Condition Assessment Program (CAP)
- EPA/DEQ approved the plan in May 2015
- Addresses more than \$183M of required improvements in gravity mains, force mains, pump stations, and associated system components
- Implementation Plan has three phases through May 2025 – Total over \$255 million
 - **Phase 0 - Complete**
 - **Phase 1 (5/2021) – 73% in construction or complete**
 - **Phase 2 (5/2025) – 6 % in construction or complete**

Interim System Improvements

- Consent Decree includes requirement to complete 45 CIP projects totaling approximately \$ 400M.
- All are complete with the final project certification provided to EPA in December 2018.

COMPLETE

Management, Operations, and Maintenance (MOM) Program

- MOM Program approved by EPA/DEQ in 2011
- Updated in 2018
- Ongoing regular review and updates
- Performance measures are continuing to be tracked to evaluate the effectiveness of the programs

Consent Decree Performance Measures Review

Year-over-Year Performance Summary

Metric	Target	FY-12 Actual	FY-13 Actual	FY-14 Actual	FY-15 Actual	FY-16 Actual	FY-17 Actual	FY-18 Actual	FY-19 Actual
Pump Station Annual PM	82*	84	83	83	84	85	87	89	85
Back-up Generator Annual PM	55	112	81	121	129	129	121	89	85
Force Main Air Vent PM	1,550	3,096	3,274	3,304	3,486	3,327	3,940	1,881	3,771
Non-Invasive Force Main Inspection (LF)	2,400	15,098	2,800	2,562	4,355	2,562	6,375	5,000	3,300
Gravity Sewer Inspection (LF)	39,600	72,730	98,185	81,841	89,757	71,595	94,009	40,307	55,394
Gravity Sewer Cleaning (LF)	29,400	234,463	207,724	194,838	208,059	190,160	203,206	57,025	141,999

*The Pump Station target is now 85 to match current number of stations.

FY 19 - Conveyed 55.4 billion gallons
 Total volume lost 0.00247%

HRSD SSOs

Year	# of SSOs	Volume (gal)	# of Unknown SSO Volumes (during wet weather)	Total Inches of Rain near ORF
CY2011	35	1,880,086	13	55
CY2012	40	22,850,543*	6	52
CY2013	14	722,237	2	50
CY2014	29	2,250,915	10	45
CY2015	18	516,704	3	53
CY2016	49**	6,148,239**	23**	69**
CY2017	21	259,057	4	42
FY2018	20	1,006,196	3	47
FY2019	14	1,366,725	2	53

*Included single SSO at Wilroy Road of 18,352,000 gallons. Remaining volume ~4,500,000 gallons for 2012

**Included two major weather events in Hurricane Matthew and Tropical Storm Hermine

FY 19 - Conveyed 55.4 billion gallons
 Total volume lost (capacity) 0.00013%

Capacity Related SSOs

Calendar Year	Total # of SSOs	Total Volume Of SSOs (gal)	Volume for Capacity (Gals)	# of Capacity SSOs	Named Storm
2011	35	1,880,086	1,409,796	16	Hurricane Irene
2012	40	22,850,543	4,249,483	31	Hurricane Sandy
2013	14	722,237	584,784	5	Remnants of Hurricane Andrea (1)
2014	29	2,250,915	681,392	15	None
2015	18	516,704	207,177	15	None
2016	49	6,148,239	2,133,775	35	TS Julia & Hurricane Matthew
2017	21	259,057	145,221	13	None
2018	20	1,006,196	134,886	10	None
2019	14	1,366,725	72,775	8	None

Submitted to EPA 9/2017

- Plan integrates HRSD obligations under federal consent decree to minimize wet weather overflows with SWIFT to prioritize projects that achieve greatest environmental benefits (i.e., SWIFT)



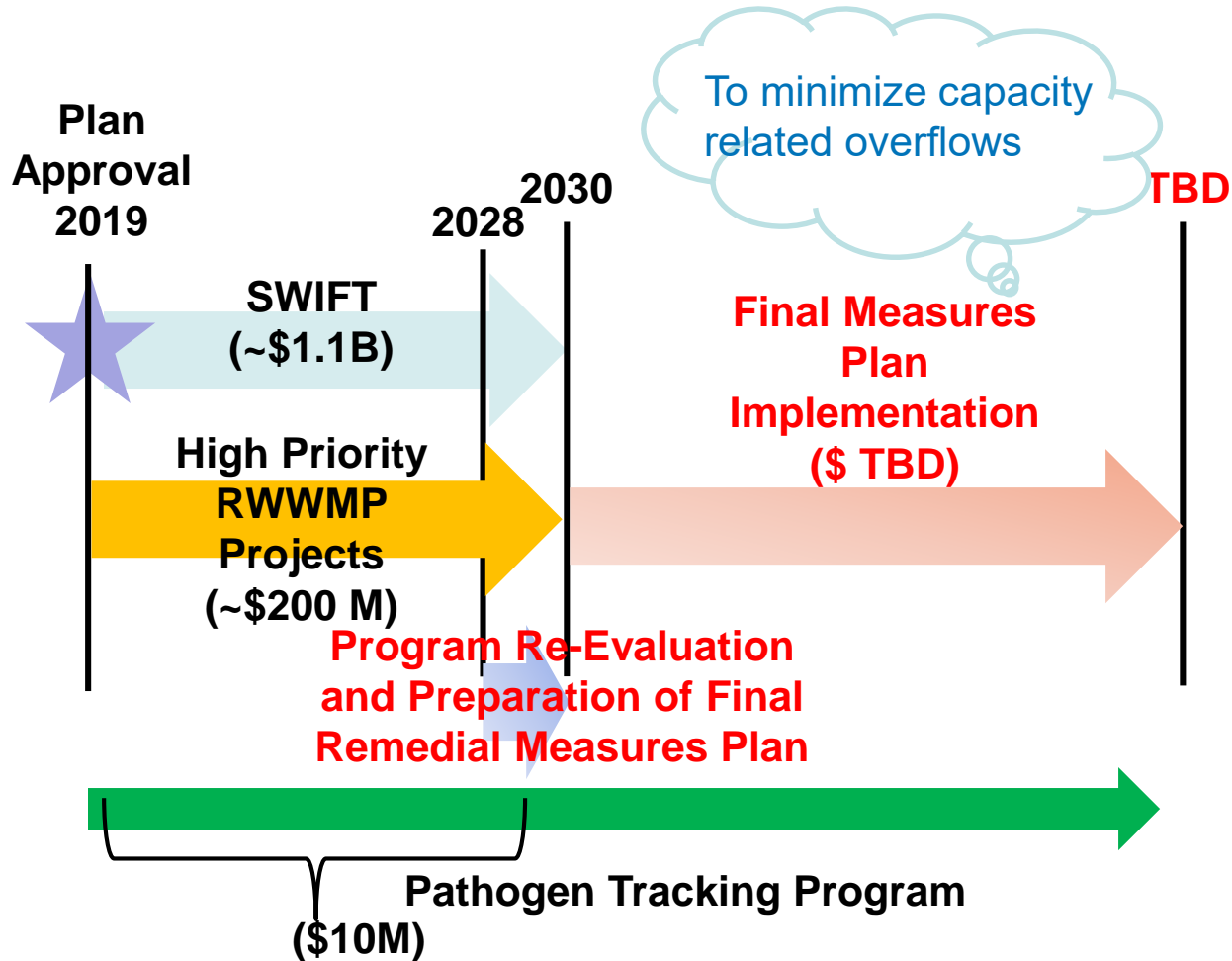
- Sea level rise and recurrent flooding
- Magnitude and spatial patterns of growth
- Future of numerous major DoD facilities
- Long term trend in I/I
- Regional economic vitality and household income and employment levels
- Regional environmental and public health priorities

Adaptive Management Approach

- Applying iterative decision-making in the face of multiple uncertainties and adjusting the course of solutions in the future to adapt to changing conditions

- HRSD and Localities have entered into nutrient trading agreements to apply SWIFT reductions to stormwater requirements
- Prioritize the projects that provide the highest benefit to human health and the environment
- Allows for appropriate sequencing of projects/programs
- Provides for adaptive management strategies to adjust programs based on results and changing circumstances

Sequence Places the Greatest Water Quality Benefits First

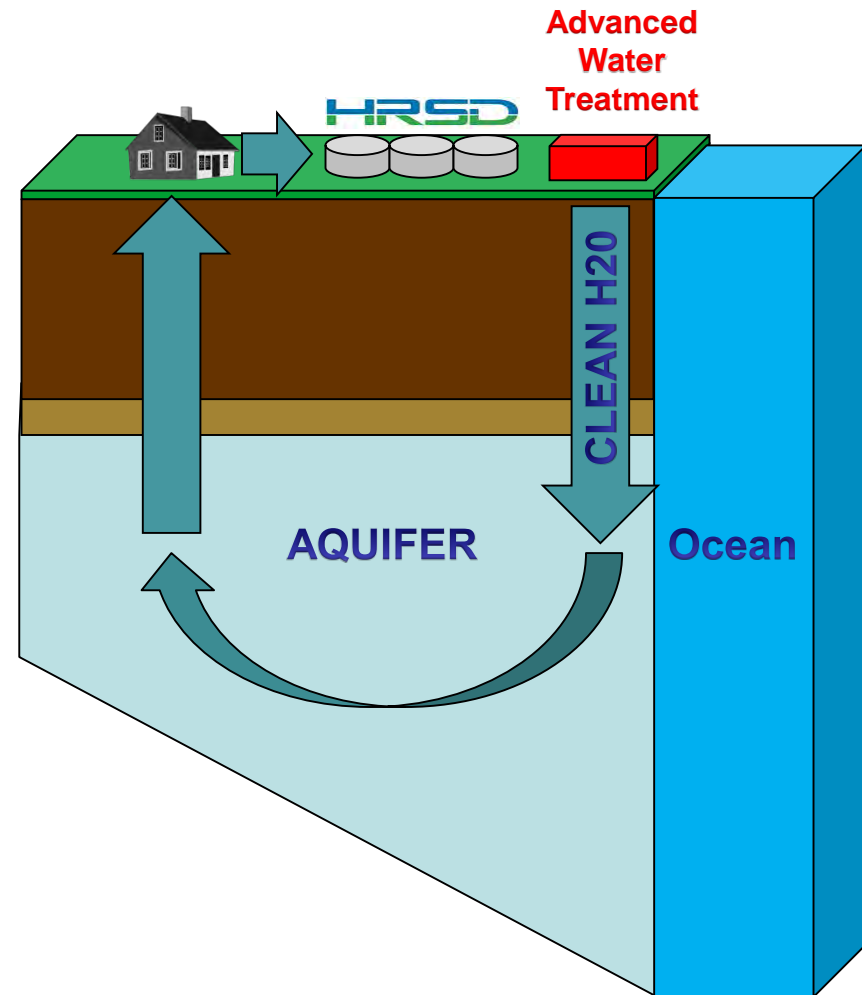


Regional Integrated Plan – An Adaptive Plan

Phase	Activities	Cost, \$M	Schedule
1	Planning, Condition Assessment, Prompt Repairs, Interim System Improvements, Rehab Action Plan	\$700	2008 - 2025
2	SWIFT and High Priority Projects	\$1,308	2020 - 2030
3	Re-Evaluation and Development of Final Remedial Measures Plan for Priority Capacity Related SSOs	\$2	2028 - 2030
4	Implementation of Final Remedial Measures Plan	TBD	TBD

SWIFT – Sustainable Water Initiative for Tomorrow

- Treat water to meet drinking water standards and replenish the aquifer with clean water to:
 - Provide regulatory stability for wastewater treatment
 - Reduce nutrient discharges to the Bay
 - Reduce the rate of land subsidence
 - Provide a sustainable supply of groundwater
 - Protect the groundwater from saltwater contamination

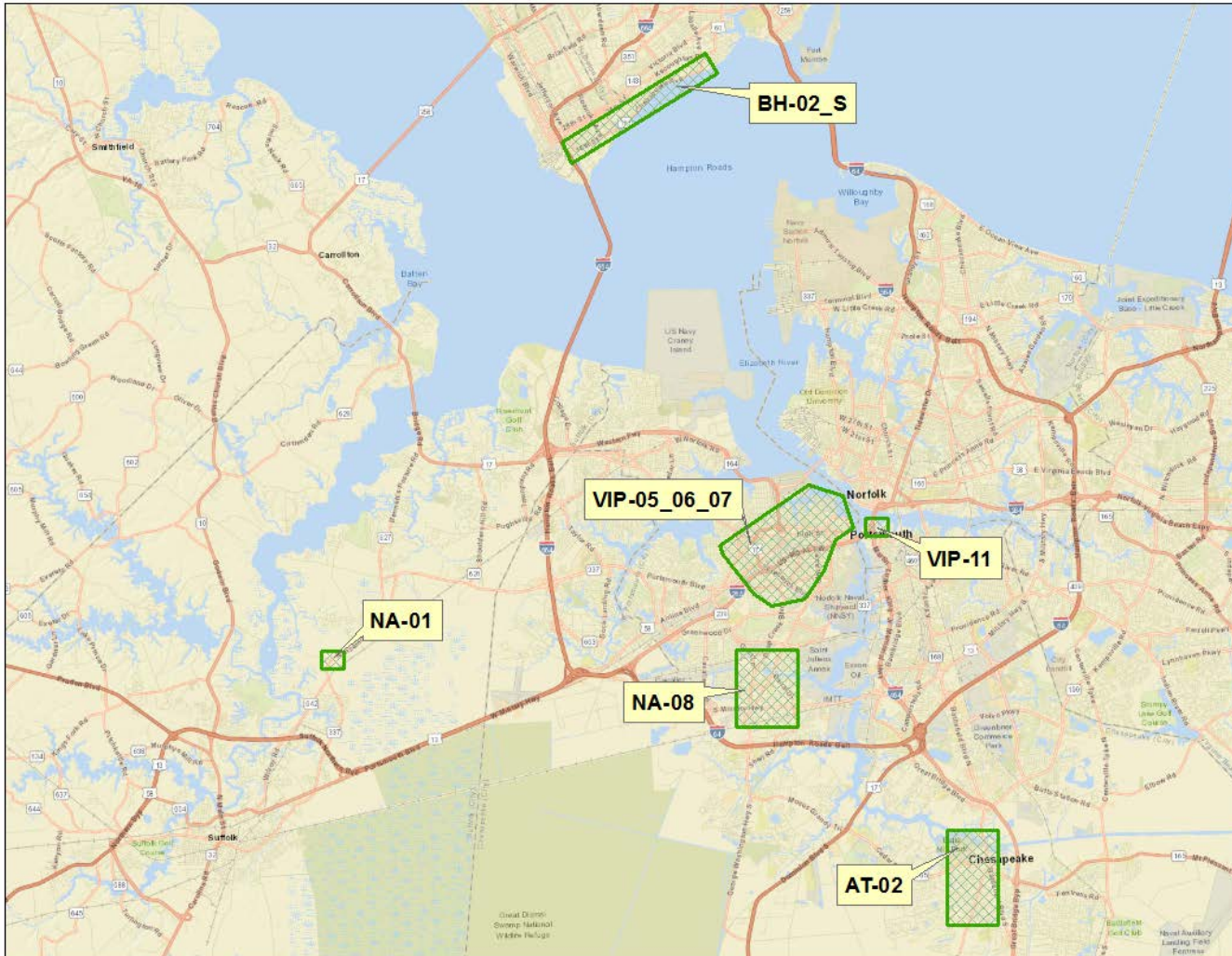




	Pre-SWIFT Daily Total	Estimated Post SWIFT Daily Total	Pre-SWIFT Annual Total	Estimated Post SWIFT Annual Total
Flow (MG)	113.4	12	41,391 (MG)	4,140 (MG)
BOD mg/L (LBS)	4552	455	1.66 M	166 K
TSS mg/L (LBS)	4960	496	1.81 M	181 K
TP mg/L (LBS)	794	275	290 K	100 K
TN mg/L (LBS)	8175	1900	2.98 M	700 K

Calendar year 2016 averages

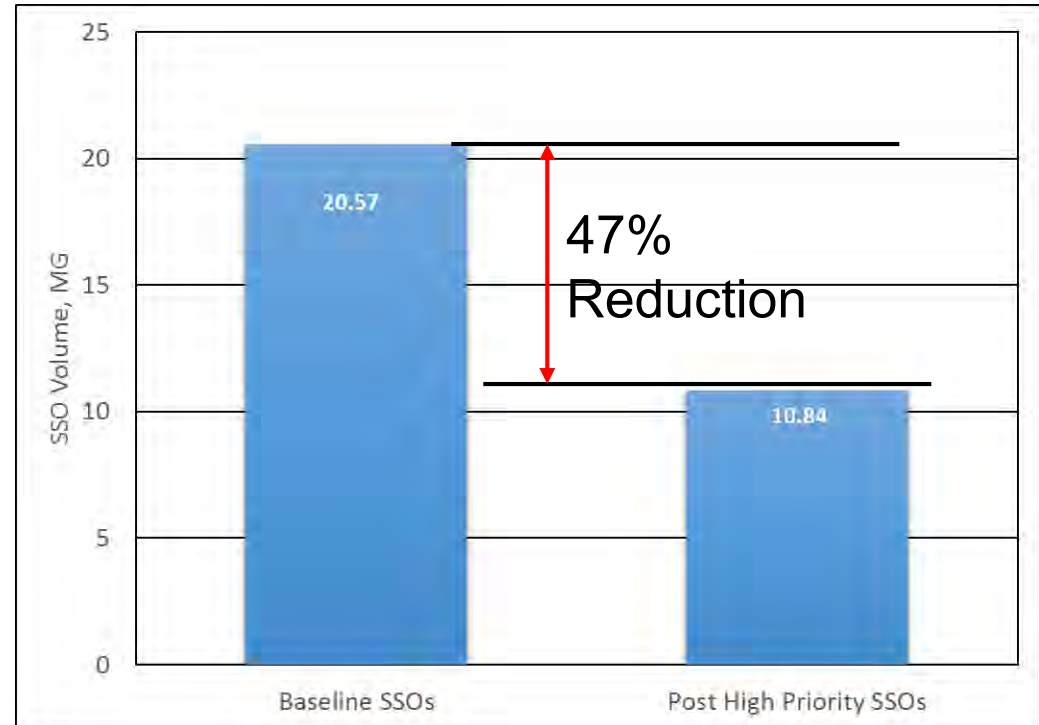
High Priority Project Areas



Potential High Priority Project Impact

Volume reduction as compared to RHM baseline simulation

- Volume Eliminated 9.73MG
- 47% Reduction to modeled baseline



Water Quality Impacts of SSOs

- Water quality impacts have proven to be short-lived for non-chronic spills (temporally and spatially diverse)
- Post-overflow monitoring consistently demonstrates rapid return to background conditions and compliance with recreational standard when applicable

Water Quality Impacts of SSOs - Examples

–Shingle Creek - 2011

- Loss of >18 million gallons in headwater stream
- Returned to background within 5 days of cessation of leak

–Linkhorn – 2016

- Loss of > 2 million gallons in headwater stream
- Sample results complied with recreational standard within 24 hours of cessation of leak

SSO Volume in Perspective

DC Water Clean River Program - \$2.6 Billion investment

- CSO volume reported in 2016 1963 MG
- CSO Target at program completion 138 MG/yr

HRSD Wet Weather Management Plan - \$1.8 Billion investment

- SSO volume reported in 2019 1.6 MG
- SSO volume at program completion 1.2 MG/yr*

*Modeled overflow volume reduced by 5 MG/yr on average for the 50 year simulation

Nutrient Impact CSO - SSO

DC Water Clean River Program

- CSO volume at program completion 138 MG/yr
 - TN 9 mg/ L x 138 MG = 10.4K lbs/year
 - TP 1.9 mg/L x 138 MG = 2.2K lbs/year

Delay of HRSD Wet Weather Program

- SSO volume during delay +5 MG/yr
 - TN 39 mg/L x 5 MG = 1.6K lbs/year
 - TP 5.5 mg/L x 5 MG = 230 lbs/year

- RWWMP Overall = \$1.816B
 - Wet Weather Capacity Improvements = \$963.7M
 - I/I Reduction Program = \$852.3M
- Scheduled 176 Projects
 - 532 Elements grouped and sequenced w/ hydraulic considerations
- Implementation Timeframe
 - 2020-2030 High Priority \$200M (6 projects)
 - 2020-2030 SWIFT \$1B
 - 2028-2030 Re-evaluate needs and prioritize investments
 - Known wet weather work as of 2017 (\$1.6 B)
 - Sea level rise adaptation \$???
 - Unknown unknown

Income Quintiles

Quintile	Average Income	Upper Limit	Peak RI, Integrated Plan/RWWMP
Lowest	\$14,183	\$26,219	9.2%
Second	\$36,722	\$47,510	3.5%
Third	\$59,118	\$72,168	2.2%
Fourth	\$89,292	\$109,998	1.5%
Highest	\$176,797	N/A	0.7%
Top 5 Percent	\$185,056	N/A	0.7%

Quintile brackets from ACS 5-Year 2015; MSA: Virginia Beach-Norfolk-Newport News, VA-NC Metro Area (part); Virginia

\$1,302 Peak CPH WW+SW

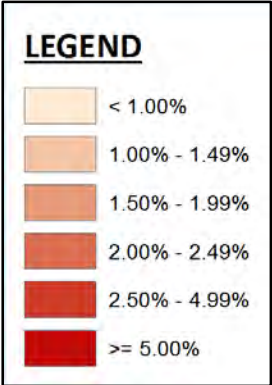
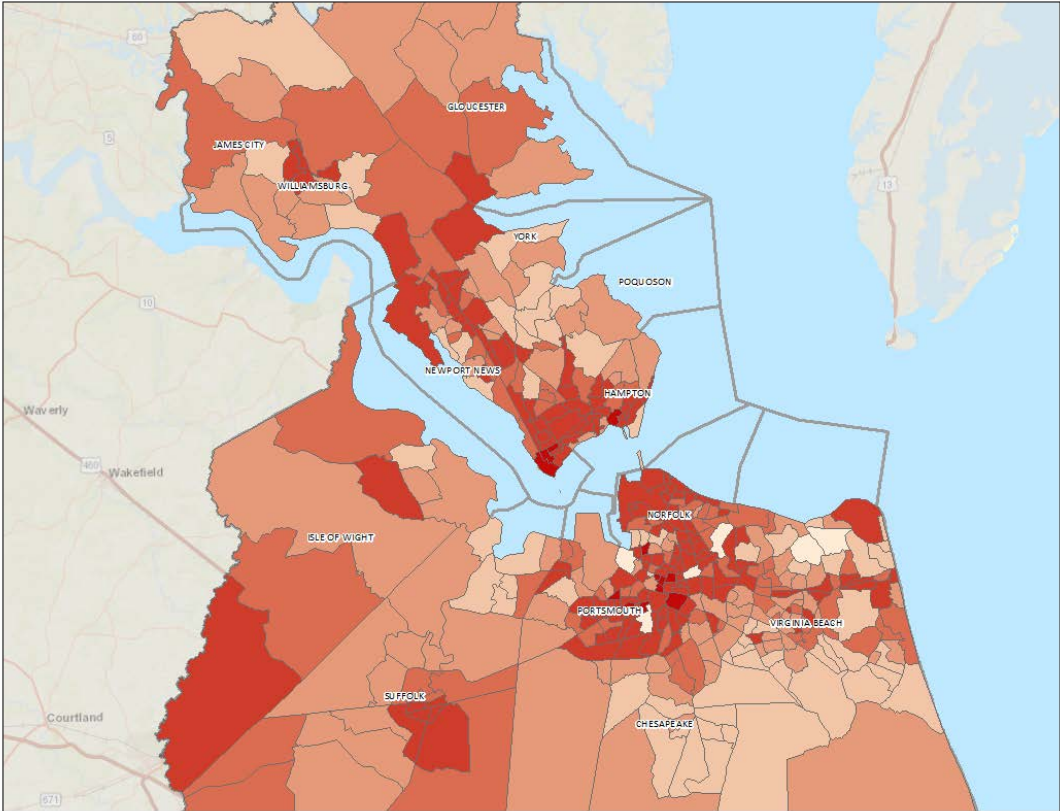
@ Regional MHI: 2.10%

@ Lowest Quintile: 9.18%

Census Tract Household Utility Cost Burden

- Costs are already high burden for some
- Much broader impact at implementation peak

Peak CPH Wastewater + Stormwater



- Periodic meetings of Capacity Team
- Monthly Directors of Utilities meetings
- HRSD providing GIS, flow, pressure and rainfall data to Localities
- Ad hoc coordination of bacteria source tracking program

- Annual newsletter published in February 2019 and posted on HRSD.com
- Annual public informational meeting with public notice was held on January 22, 2019

Steps Citizens Can Take to Protect Receiving Waters

- Report Sanitary Sewer Overflows – Call your local utility department
- Inspect home, yard and sewer service pipes to ensure separation between storm and sanitary systems
- Reduce storm water runoff by using rain barrels, rain gardens and establishing a buffer



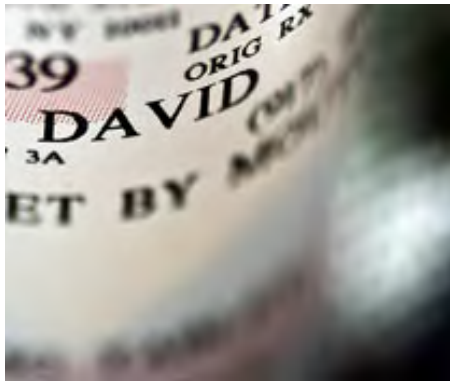
Steps Citizens Can Take to Protect Receiving Waters

- Pick up animal waste
- Avoid feeding wildlife
- Support “No Dumping” and use boater pump out facilities



Steps Citizens Can Take to Protect Receiving Waters

- Practice proper disposal of pharmaceuticals, household chemicals, food wastes and kitchen grease – minimize use of or eliminate garbage disposal



Steps Citizens Can Take to Protect Receiving Waters

- Improve water quality by raising oysters
- Plant native plants – minimize groomed turf – managed meadow concept
- Limit fertilizer and other lawn chemical applications – use natural products like compost

Questions?

HRSD COMMISSION MEETING MINUTES
JANUARY 28, 2020

ATTACHMENT #8

AGENDA ITEM 18. INFORMATIONAL ITEMS

- a. Management Reports
 - (1) [General Manager](#)
 - (2) [Communications](#)
 - (3) [Engineering](#)
 - (4) [Finance](#)
 - (5) [Information Technology](#)
 - (6) [Operations](#)
 - (7) [Talent Management](#)
 - (8) [Water Quality](#)
 - (9) [Report of Internal Audit Activities](#)
- b. [Strategic Planning Metrics Summary](#)
- c. Effluent Summary – [Monthly](#) and [Annual](#)
- d. Air Summary – [Monthly](#) and [Annual](#)



January 21, 2020

Re: General Manager's Report

Dear Commissioners:

We have historically had many of our challenges in December. Last year, we had a major line break in Hampton just before Christmas (December 20) and a major electrical failure at Boat Harbor Treatment Plant on Christmas Day. Thankfully, December 2019 was uneventful from the emergency perspective, but still a full month of challenges and great work by the entire HRSD team. A special thanks goes out to all our plant operators, CEL staff and on-call staff that worked through the holidays as they always do. While traditional "first responders" and those serving in the military get noticed for their service during the holidays, wastewater treatment is another job that knows no holiday and our dedicated men and women are on the job every hour of every day. We are very fortunate to have so many dedicated environmental professionals working to ensure future generations inherit clean waterways and are able to keep them clean.

The highlights of December's activities are detailed in the attached monthly reports.

- A. **Treatment Compliance and System Operations:** The West Point Treatment plant continues to be challenged with BOD treatment as a result of the industrial waste illicit discharge in June. They continue to work on restoring biomass, and we have some longer-term solutions in the works, but we continue to miss permit and are likely to also miss permit in the months ahead.
- B. **Internal Communications:** I participated in the following meetings/activities with HRSD personnel:
1. A new employee orientation session
 2. A meeting to discuss the pros and cons of establishing a regional chapter of the Water Reuse Association
 3. A meeting to discuss renovations planned for various plant administration buildings
 4. A meeting to discuss issues around the SWIFT James River plans
 5. A meeting to discuss fast-tracking work on the Eastern Shore
 6. Two length of service recognition breakfasts
 7. A meeting to discuss potentially paying stipends to design-build teams that are not selected beyond the full proposal phase

PO Box 5911, Virginia Beach, VA 23471-0911 • 757.460.7003

C. **External Communications:** I participated in the following meetings/activities:

1. The monthly meeting of the HRPDC Director of Utilities Committee
2. The December 2 meeting of the Exmore Town Council
3. The 3rd and final workshop with EmNet to review study results on automating operation of a portion of the collection system to eliminate the need for a storage tank
4. A meeting with the Internal Auditors to review annual risk assessment
5. A conference call meeting of the Water Agency Leaders Alliance
6. The quarterly meeting of the Board of Directors and the membership meeting of the Virginia Association of Municipal Wastewater Agencies
7. The ratings surveillance call with Moody's
8. The public meeting for the James River Treatment Plant land acquisition proposal
9. Multiple conference calls related to the Stormwater Funding Taskforce of the US EPA Environmental Financial Advisory Board (EFAB)
10. A meeting with the Middlesex County Administrator and County Attorney to review service agreements
11. A meeting with the Town Council of Onancock regarding potential transfer of assets to HRSD
12. The quarterly meeting of the Potomac Aquifer Recharge Oversight Committee

D. **Consent Decree Update:**

No response has been received from EPA on the technical memorandum submitted in August with the analysis of the impact of a second set of high priority wet weather projects to be executed between 2030 and 2040.

The General Assembly is in full swing with so many bills it is incredibly hard to stay on top of all of them. We are working with AquaLaw and McGuire Woods Consulting throughout the session to ensure we engage on any legislation that may impact us. We have worked to introduce two small bills to amend existing language in the Code of Virginia that is problematic.

The first is SB 685 ***Certified Pollution Control Equipment and Facilities; Tax-Exemption, Timing of Certification***. We asked Senator Mason to introduce this bill to restore the tax exemption process for our contractors to the way it had operated for years until a recent policy change was implemented by DEQ.

The second is HB 1173 ***Nutrient Credit Use, Land Disturbing Activity by a Wastewater Utility***. We asked Delegate Martha Mugler to introduce this bill to allow us to use our own nutrient credits when disturbing land for our own projects. This has recently been identified as an issue as we prepare to construct major improvement projects related to SWIFT. Current code will not allow us to use our own credits to meet stormwater requirements.

We are keeping a close watch on other bills, including HB 1205 which as originally introduced reduced the required notice time on sewage spills from 24 hours to 8 hours. We are opposed to this change as many of our spills occur after hours, and our focus is on containing the spill and making the necessary repairs, and the shortened notice period would become an added administrative burden with no benefit to the environment.

I will provide a short update on these issues at the January meeting. The leadership and support you provide are the keys to our success as an organization. Thanks for your continued dedicated service to HRSD, the Hampton Roads region, the Commonwealth and the environment. **I look forward to seeing you on Tuesday, January 28, 2020 in Newport News.**

Respectfully submitted,

Ted Henifin

Ted Henifin, P.E.
General Manager

TO: General Manager
 FROM: Director of Communications
 SUBJECT: Monthly Report for December 2019
 DATE: January 16, 2020





A. Publicity and Promotion

HRSD and or/SWIFT were featured in 14 news stories on topics including:

1. HRSD’s collaboration with Jefferson Lab for accelerators to clean the environment (1)
2. HRSD’s work in water reuse (2)
3. Woodstock Park Project – skate park design public input (1)
4. HRSD’s expansion to the Eastern Shore (6)
5. HRSD’s planned expansion at the James River Plant (JRTP) (2)
6. HRSD selection of Greasezilla for FOG separation at Nansemond Treatment Plant (1)
7. King Tide flood mapping (1)

B. Social Media and Online Engagement

1. Metrics

Social Media Metrics December 2019				
METRIC	 FACEBOOK	 LINKEDIN	 TWITTER	 YOUTUBE
Number of Posts *number of published posts	29 +11	2 +1	20 +3	1:47 average view duration
Number of Followers/Likes *total number of fans	1,157 +6	4,824 +12	393 +6	169 -1
Engagement *sum of reactions comments and shares	601 +239	16 +12	117 +73	939 unique viewers -1
Traffic *total clicks on links posted	14 -25	56 +46	9 -16	3.7% click through +5%

2. Top posts for December on Facebook, Twitter and YouTube

HRSD
Published by Hootsuite [?] · December 16, 2019 at 3:20 PM · 🌐

Stink! Stank! Stunk! In case you needed another reminder, wipes will clog pipes. This beauty was tangled in our equipment at the Atlantic Treatment Plant last week. Share with others, tell a friend... 📢 **NO WIPES IN OUR PIPES** (even the "flushable" ones) ! [#WhatNotToFlush](#)

Performance for Your Post

2,542 People Reached

118 Reactions, Comments & Shares

45 Like	13 On Post	32 On Shares
11 Wow	3 On Post	8 On Shares
2 Angry	2 On Post	0 On Shares
36 Comments	4 On Post	32 On Shares
24 Shares	24 On Post	0 On Shares

645 Post Clicks

217 Photo Views	0 Link Clicks	428 Other Clicks
-----------------	---------------	------------------

NEGATIVE FEEDBACK

0 Hide Post	0 Hide All Posts
0 Report as Spam	0 Unlike Page

Reported stats may be delayed from what appears on posts

Get More Likes, Comments and Shares
Boost this post for \$30 to reach up to 8,700 people.

[Boost Post](#)

👍👎👏 18 4 Comments 24 Shares

Like Comment Share

TWEET HIGHLIGHTS

Top Tweet earned 4,749 impressions

Because pictures are worth a thousand words, I'll let this one speak for itself.
[#CeaseTheGrease](#) 📷 Credit: Courtesy Photo, Joint Base San Antonio
pic.twitter.com/ozP5HTRnOA

👍 2 🔄 17 ❤️ 41

[View Tweet activity](#) [View all Tweet activity](#)

Top videos

Views - December 2019

	The Wastewater Treatment ...	859
	SWIFT Research Center; W...	125
	HRSD's Woodstock Park W...	42
	HRSD Employee Testimonia...	23
	SWIFT Progress, 2016 - 2018	16

[SEE MORE](#)

3. Impressions and Visits

- a. Facebook: 16,409 post impressions reaching 13,776 users and Facebook engagement of 601 (451 reactions, 84 shares and 66 comments).
- b. Twitter: 17,500 tweet impressions; 93 profile visits and nine mentions.

- c. SWIFTVA.com: 557 new users/visitors and 1,930 page views; 588 total visitors with average time per session at 4:52 minutes (notably increased from November's 1:42 minutes)
- d. LinkedIn Impressions: 1,325 page impressions and 1,278 post impressions
- e. YouTube: 1,192 views
- f. Next Door unique impressions: 547 post impressions (one neighborhood-specific post)
- g. Blog Posts: 0
- h. Construction Project Page Visits – 781 total visits (not including direct visits from home page, broken down as follows:
 - (1) 449 visits to individual pages
 - (2) 332 to the status page

B. News Releases, Advisories, Advertisements, Project Notices, Community Meetings and Project Websites

- 1. News Releases/Traffic Advisories/Construction Notices: 6 (2 traffic advisories, 1 public meeting notice and 3 project updates)
- 2. Advertisements: 0
- 3. Project Notices: 4 (via door hanging/door knocking, reaching approximately 40 residents)
- 4. Project/Community Meetings: 1 (JRTP Informational Open House)
- 5. New Project Web Pages /Videos: 0

C. Special Projects and Highlights

Director and staff participated in the JRTP Informational Open House event held on Saturday, December 7. Attendees were an engaged audience, with most staying an average of 35 - 45 minutes, actively asking questions, participating in the accompanying plant tour, sampling SWIFT Water®, and completing comment cards.

Director also attended the Potomac Aquifer Recharge Oversight Committee meeting.

D. Internal Communications

1. Director participated in the following internal meetings and events:
 - a. Weekly website phase two status meetings with vendor and IT staff
 - b. Planning meetings with Chief of SWIFT and project team members for first SWIFT Industry Outreach Day
 - c. Planning meetings and site review for James River Treatment Plant (JRTP) informational open house events
 - d. Planning meetings for the second Woodstock Park skate park design public input meeting, scheduled for mid-February 2020
 - e. Collateral review meetings for Oyster Restoration brochure
2. Director conducted bi-weekly communications department status meetings.

E. Metrics

1. Educational and Outreach Activities: 9
 - a. 12/3/19 –SWIFT RC tour HRSD employees, Suffolk (21 attendees)
 - b. 12/4/19 – SWIFT RC tour to Kempsville High School (HS) Environmental Science students (33 attendees)
 - c. 12/4/19 – Outreach activity for homeschool group, Suffolk Public Library (20 attendees)
 - d. 12/5/19 – SWIFT RC tour, Association of Energy Engineers (5 attendees)
 - e. 12/7/2019 – Informational Open House, James River Treatment Plant (~45 attendees)
 - f. 12/11/19 – SWIFT RC tour, Trinity Lutheran School, Newport News (12 attendees)
 - g. 12/12/19 – Outreach Activity for Homeschool group, Suffolk, (12 attendees)
 - h. 12/14/19 – SWIFT RC tour, Bayside Middle School, VA Beach (15 attendees)
 - i. 12/19/19 – SWIFT RC tour, Commonwealth Youth Academy, Virginia Beach (12 attendees)
2. Number of Community Partners: 5
 - a. Association of Energy Engineers
 - b. Commonwealth Youth Academy
 - c. Suffolk Public Libraries
 - d. Trinity Lutheran School
 - e. Virginia Beach City Public Schools

3. Additional Activities Coordinated by Communications Department: 5
 - a. 12/4/19 – Nansemond Treatment Plant (NTP) Tour
 - b. 12/4/19 – SWIFT RC tour for Suffolk Public Library Homeschool Group
 - c. 12/6/19 – Continental Automotive Energy Event
 - d. 12/12/19 – SWIFT RC tour for Suffolk Public Library Outreach Homeschool Group
 - e. 12/14/19 – NTP Tour for Bayside Middle School students

4. Monthly Metrics Summary

Item #	Strategic Planning Measure	Unit	December 2019
M-1.4a	Total Training Hours per Full Time Employee (3) - Current Month	Hours / #FTE	1.67
M-1.4b	Total Training Hours per Full Time Employee (3) - Cumulative Fiscal Year-to-Date	Hours / #FTE	33.21
M-5.2	Educational and Outreach Events	Number	13
M-5.3	Number of Community Partners	Number	5

Respectfully,

Leila Rice, APR
 Director of Communications

TO: General Manager

FROM: Director of Engineering

SUBJECT: Engineering Monthly Report for December 2019

DATE: January 13, 2020

A. General

1. Capital Improvement Program (CIP) spending for the fifth month of Fiscal Year (FY) 2020 was at the planned spending target. Year-to-date spending is still below the targeted amount for FY 2020.

CIP Spending (\$M):

	Current Period	FYTD
Actual	16.02	50.32
Plan	16.00	70.00

2. Construction costs in 2019 rose by 1.8 percent as the economy continues to improve as documented by the Engineering News Record (ENR) Construction Cost Index (CCI). Construction starts are expected to level off from strong increases in 2019, and material costs are expected to increase by 3.0 percent. The ENR also predicts a 2.1 percent increase in the CCI in 2020, due to modest increases for materials and labor. Many of HRSD's projects, including smaller plant, pump station and pipeline work had numerous bidders in the past year. These bidders continue to be competitive in their pricing and as a result HRSD continues to see only modest increases in the costs for many of our CIP projects. Large plant projects, which are more sensitive to national trends in both materials and labor, continue to increase at rates comparable to the CCI due to the limited availability of skilled trades and material price increases in steel and cement. Capital spending in both the public and private sectors continues to improve and with an increased backlog of work by the contractors in our region, we expect costs to rise in 2020. These issues should result in a modest increase in costs for many of HRSD's CIP projects to be bid and constructed in the coming year.
3. The Engineering Department mourns the loss of a valuable staff member in December. Ms. Kara Klinger passed away suddenly and will be sorely missed by all those who knew her. Kara was a bright light in our group and her caring and dedication to HRSD and her friends is a model for all of us.

B. Asset Management Division

1. The Building Information Modeling (BIM) standards were finalized and incorporated into the upcoming release of HRSD's Design and Construction Standards. A Revit template was also developed that includes all asset data parameters required in the submittal specification section. The new standards and template will provide designers the guidance and tools to deliver a comprehensive three dimensional as-built model of a facility that can be managed and updated throughout the operations and maintenance life of the infrastructure.
2. Phase 3 of the Asset Management Implementation Plan has been scoped and will be presented for approval in the coming month. A major aspect of this next phase of work includes the optimization of the Preventative Maintenance schedules based on the data gathered during the condition and risk assessments, which were completed in Phase 2. Work also continues with HRSD staff to gather critical data to create the various Asset Management Plans at each treatment plant. This data gathering should be completed in 2020.

C. North Shore, South Shore and SWIFT Design & Construction Divisions

1. The Nansemond Treatment Plant Land Stabilization and Shoreline Erosion Repair project will be re-bid in January with a recommendation to the Commission planned for March 2020. Problems with the bid in December required the modification of the contract documents and a re-advertisement of the project.
2. The design for the Elbow Road Pressure Reducing Station project is now complete and has been advertised for bids. This project, which will direct flows from the Chesapeake-Elizabeth Treatment Plant to the Atlantic Treatment Plant, is also needed to address capacity issues as identified in the Regional Wet Weather Management Plan. Bids will be received in January with a recommendation to the Commission planned for February 2020.
3. Flows from the Boat Harbor Treatment Plant will be diverted to the Nansemond Treatment Plant to facilitate the overall SWIFT Program. This requires the installation of a very long crossing of Hampton Roads with a large diameter pipeline. The project, which is underway, will be very challenging, require significant regulatory permitting, and significant coordination on both the Newport News and Suffolk sides of the river.

D. Planning & Analysis Division

1. The study conducted by EmNet to consider optimizing the design of improvements needed to divert flow from the Chesapeake-Elizabeth Treatment Plant to the Atlantic Treatment Plant was completed in December. EmNet uses a sophisticated computer model to look at numerous design alternatives simultaneously to find the most effective combination of improvements that will meet our needs and still provide the needed system hydraulic capacity and reliability. The result of this study has indicated that with automation of certain interceptor system valves, the planned Oceana Storage Tank project can be delayed, if not fully eliminated. Changes to the CIP will result from this effort and will be included in the annual update.
2. An inter-departmental team continues to review the issue of saltwater entering the interceptor system. This concern impacts not only the amount of water entering the sewer system, but can also negatively impact treatment. Two primary sources of saltwater have been found in the Boat Harbor System. Efforts to remediate these sources are ongoing.

E. Strategic Planning Metrics Summary

1. Educational and Outreach Events: 2
 - a. 12/02/19 – Staff made a presentation to students and faculty at Norfolk State University about the future of the Water Industry.
 - b. 12/12/19 – Staff made a presentation to members of the Virginia Water Environment Association about best practices for preparing abstracts at future WaterJAM Conferences.
2. Number of Community Partners: 2
 - a. Norfolk State University
 - b. Virginia Water Environment Association
3. Number of Research Partners: 1
 - a. Virginia Tech (SMART One Water)

4. Metrics Summary:

Item #	Strategic Planning Measure	Unit	December 2019
M-1.4a	Total Training Hours per Full Time Employee (44) - Current Month	Hours / #FTE	2.15
M-1.4b	Total Training Hours per Full Time Employee (44) - Cumulative Fiscal Year-to-Date	Hours / #FTE	21.84
M-5.2	Educational and Outreach Events	Number	2
M-5.3	Number of Community Partners	Number	2
M-5.4	Number of Research Partners	Number	1

Bruce W. Husselbee, P.E.

Bruce W. Husselbee, P.E.

TO: General Manager
FROM: Director of Finance
SUBJECT: Monthly Report for December 2019
DATE: January 15, 2020

A. General

1. Staff updated the Moody's Rating Agency on HRSD's Fiscal Year 2019 Comprehensive Annual Financial Report (CAFR) and recent closing of the senior lien on December 9.
2. Staff attended the State Water Control Board meeting on December 13. The Board unanimously approved HRSD's clean water loan for \$125 million, which includes \$25 million for the Eastern Shore project. The loan is expected to close this spring after the Virginia Resources Authority completes its planned bond issue to fund the approved loans.
3. Staff attended the Virginia Investment Pool (VIP) Board Meeting on December 19. The VIP continues to be a great decision as the Liquidity Pool has been consistently outperforming our previous investment, the Virginia Local Government Investment Pool (LGIP) by 4-6 basis points. As an example, the 5-basis points improvement on \$182 million is \$91,000 annually, which could fund a full-time position.
4. After the first half of the year, revenues exceed expenses by approximately \$12 million. Strong revenues are driven by slightly higher than expected water consumption, which is trending higher than budget and last year. In addition, interest income continues to be strong as the Federal Reserve has signaled an end to lowering the Fed Funds rate. Expenses are generally in-line with expectations at this point in the fiscal year. Major repairs and capital asset expenses continue to be significantly lower than budget at this time, since many purchases earlier in the fiscal year related to prior year encumbrances. Miscellaneous Expense, at 80 percent, is significantly higher than budget as a result of the costs associated with issuing new bonds to take advantage of lower rates, which will substantially decrease debt service costs in future years. If these costs of issuance are excluded, Miscellaneous Expense would be at 50 percent, right on budget.
5. In December, there was a spike in accounts with an overdue balance of 31-60 days and a significant increase in late payment fees. The spike was caused by an increase in commercial and residential customers not paying their accounts timely between Thanksgiving and Christmas. Staff expects these increases to be short-term and to normalize in January.

B. Interim Financial Report

1. Operating Budget for the Period Ended December 31, 2019

	Amended Budget	Current YTD	Current YTD as % of Budget (50% Budget to Date)	Prior YTD as % of Prior Year Budget
Operating Revenues				
Wastewater	\$ 316,217,000	\$ 163,736,841	52%	51%
Surcharge	1,500,000	816,243	54%	53%
Indirect Discharge	2,750,000	1,614,924	59%	51%
Fees	2,858,000	1,527,788	53%	50%
Municipal Assistance	725,000	299,620	41%	32%
Miscellaneous	600,000	453,408	76%	117%
Total Operating Revenue	324,650,000	168,448,824	52%	51%
Non Operating Revenues				
Facility Charge	6,160,000	3,473,470	56%	52%
Interest Income	4,000,000	2,894,805	72%	139%
Build America Bond Subsidy	2,400,000	1,121,298	47%	48%
Other	595,000	253,049	43%	26%
Total Non Operating Revenue	13,155,000	7,742,622	59%	68%
Total Revenues	337,805,000	176,191,446	52%	52%
Transfers from Reserves	10,857,750	5,428,875	50%	50%
Total Revenues and Transfers	\$ 348,662,750	\$ 181,620,321	52%	52%
Operating Expenses				
Personal Services	\$ 57,346,225	\$ 29,269,389	51%	51%
Fringe Benefits	24,232,400	12,164,699	50%	49%
Materials & Supplies	8,838,801	3,829,195	43%	49%
Transportation	1,579,921	605,695	38%	44%
Utilities	12,774,299	5,807,944	45%	47%
Chemical Purchases	10,979,218	4,483,146	41%	38%
Contractual Services	46,373,753	15,992,573	34%	34%
Major Repairs	10,847,604	2,659,349	25%	30%
Capital Assets	458,825	91,825	20%	29%
Miscellaneous Expense	3,085,523	2,459,951	80%	43%
Total Operating Expenses	176,516,569	77,363,766	44%	44%
Debt Service and Transfers				
Debt Service	63,544,841	37,808,951	59%	59%
Transfer to CIP	108,341,340	54,170,670	50%	50%
Transfer to Risk management	260,000	130,002	50%	50%
Total Debt Service and Transfers	172,146,181	92,109,623	54%	54%
Total Expenses and Transfers	\$ 348,662,750	\$ 169,473,389	49%	48%

2. Notes to Interim Financial Report

The Interim Financial Report summarizes the results of HRSD's operations on a basis of accounting that differs from generally accepted accounting principles. Revenues are recorded on an accrual basis, whereby they are recognized when billed; expenses are generally recorded on a cash basis. No provision is made for non-cash items such as depreciation and bad debt expense.

This interim report does not reflect financial activity for capital projects contained in HRSD's Capital Improvement Program (CIP).

Transfers represent certain budgetary policy designations as follows:

- a. Transfer to CIP: represents current period's cash and investments that are designated to partially fund HRSD's capital improvement program.
- b. Transfers to Reserves: represents the current period's cash and investments that have been set aside to meet HRSD's cash and investments policy objectives.

3. Reserves and Capital Resources (Cash and Investments Activity) for the Period Ended December 31, 2019

HRSD - RESERVE AND CAPITAL ACTIVITY

December 31, 2019

	General Reserve			Reserve	Capital	
	General	Debt Service	Risk Mgmt Reserve		Paygo	Debt Proceeds
	Unrestricted	Restricted	Unrestricted		Unrestricted	Restricted
Beginning - July 1, 2019	\$ 178,937,154	\$ 28,553,343	\$ 3,499,535	\$ 15,266,324	\$ 86,279,809	\$ 14,334,553
Current Year Sources of Funds						
Current Receipts	109,176,133					
Capital Grants					-	
VRA Draws					12,901,508	
Bond Proceeds (includes interest)						36,364
Transfers In	66,355,163		130,002		54,170,670	
Sources of Funds	175,531,296	-	130,002	-	67,072,178	36,364
Total Funds Available	\$ 354,468,450	\$ 28,553,343	\$ 3,629,537	\$ 15,266,324	\$ 153,351,987	\$ 14,370,917
Current Year Uses of Funds						
Cash Disbursements	119,867,634				45,926,635	14,370,917
Series 2019A Refunding	-					
Transfers Out	54,300,672				66,355,163	
Uses of Funds	174,168,306	-	-	-	112,281,798	14,370,917
End of Period - December 31, 2019	\$ 180,300,144	\$ 28,553,343	\$ 3,629,537	\$ 15,266,324	\$ 41,070,189	\$ -
Unrestricted Funds	\$ 240,266,194					

4. Capital Improvements Budget and Activity Summary for Active Projects for the Period Ended December 31, 2019

Classification/ Treatment Service Area	Expenditures Year to Date			Total Expenditures	Outstanding Encumbrances	Available Balance
	Budget	prior to 6/30/2019	FY 2020 Expenditures			
Administration	\$ 74,586,023	\$ 43,226,275	\$ 2,038,623	\$ 45,264,898	\$ 16,207,104	\$ 13,114,021
Army Base	158,584,000	125,110,560	48,056	125,158,616	2,850,160	30,575,224
Atlantic	128,433,059	88,977,629	9,734,453	98,712,082	11,114,102	18,606,875
Boat Harbor	139,444,401	60,512,133	6,568,437	67,080,570	18,846,268	53,517,563
Ches-Eliz	190,232,583	21,557,919	18,567,055	40,124,974	73,918,365	76,189,244
James River	288,758,687	58,557,889	767,347	59,325,236	7,730,684	221,702,767
Middle Peninsula	88,315,297	10,996,758	1,510,060	12,506,818	8,407,477	67,401,002
Nansemond	90,962,641	42,439,857	1,612,808	44,052,665	12,357,119	34,552,857
Surry	45,747,598	1,905,064	1,928,690	3,833,754	5,774,635	36,139,209
VIP	301,868,424	259,851,080	1,074,984	260,926,064	3,339,909	37,602,451
Williamsburg	32,901,493	12,215,243	1,423,865	13,639,108	15,421,472	3,840,913
York River	59,198,339	44,185,737	1,071,979	45,257,716	1,697,056	12,243,567
General	697,921,094	233,236,782	3,975,207	237,211,989	42,643,530	418,065,575
	<u>\$ 2,296,953,639</u>	<u>\$ 1,002,772,926</u>	<u>\$ 50,321,564</u>	<u>\$ 1,053,094,490</u>	<u>\$ 220,307,881</u>	<u>\$ 1,023,551,268</u>

5. Debt Management Overview

HRSD - Debt Outstanding (\$'000's)					December 31, 2019	
	Principal Nov 2019	Principal Payments	Principal Draws	Series 2019A Refunding	Principal Dec 2019	Interest Payments
Fixed Rate						
Senior	\$ 263,870	\$ -	\$ -		\$ 263,870	\$ -
Subordinate	491,083	(1,110)	-		489,973	(211)
Variable Rate						
Subordinate	50,000	-	-		50,000	(46)
Line of Credit						
Total	<u>\$ 804,953</u>	<u>\$ (1,110)</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 803,843</u>	<u>\$ (257)</u>

HRSD- Series 2016VR Bond Analysis			December 27, 2019
	SIFMA Index	HRSD	Spread to SIFMA
Maximum	2.30%	2.25%	-0.05%
Average	0.55%	0.54%	-0.01%
Minimum	0.01%	0.01%	0.00%
As of 12/27/19	1.61%	1.68%	0.07%

* Since October 20, 2011 HRSD has averaged 54 basis points on Variable Rate Debt

6. Financial Performance Metrics for the Period Ended December 31, 2019

HRSD - UNRESTRICTED CASH

December 31, 2019

Can be used for any purpose since it is not earmarked for a specific use and is extremely liquid

		Days Cash on	
		Hand	Days Cash on Hand
Total Unrestricted Cash	\$ 240,266,194		497
Risk Management Reserve	\$ (3,629,537)	(8)	489
Reserve	\$ (15,266,324)	(32)	457
Capital (PAYGO only)	\$ (41,070,189)	(85)	372
Net Unassigned Cash	\$ 180,300,144		372

Risk Management Reserve as a % of Projected Claims Cost is 25% YTD compared to 25% Policy Minimum

Days Cash on Hand Policy Minimum is 270-365 days.

HRSD - SOURCES OF FUNDS

December 31, 2019

Primary Source	Beginning	YTD	YTD	YTD	Ending	Allocation of	Credit Quality	Current
	Market Value				Market Value			
	July 1, 2019	Contributions	Withdrawals	Income Earned	December 31, 2019			Yield
BAML Corp Disbursement Account	7,755,006	299,237,148	293,721,739	39,792	13,310,207	6.8%	N/A	0.55%
VIP Stable NAV Liquidity Pool	163,658,801	118,355,162	101,355,162	1,912,543	182,571,343	93.2%	AAAm	1.79%
Total Primary Source	\$ 171,413,807	\$ 417,592,310	\$ 395,076,901	\$ 1,952,335	\$ 195,881,550	100.0%		

VIP Stable NAV Liquidity Pool out performance Va Local Government Investment Pool (the market benchmark) by 0.05% in the month of December.

Secondary Source	Beginning	YTD	YTD	YTD	Ending	YTD	Yield to	
	Market Value				Market Value			Mkt Adj
	July 1, 2019	Contributions	Withdrawals	Income Earned & Realized G/L	December 31, 2019	Ending Cost		
VIP 1-3 Year High Quality Bond Fund	128,529,607	-	66,365,211	1,072,968	63,049,083	62,104,342	944,741	1.67%
Total Secondary Source	\$ 128,529,607	\$ -	\$ 66,365,211	\$ 1,072,968	\$ 63,049,083	\$ 62,104,342	\$ 944,741	

VIP 1-3 Year High Quality Bond Fund out performed ICE BofA ML 1-3 yr AAA-AA Corp/Gov Index (the market benchmark) by 0.05% in the month of December.

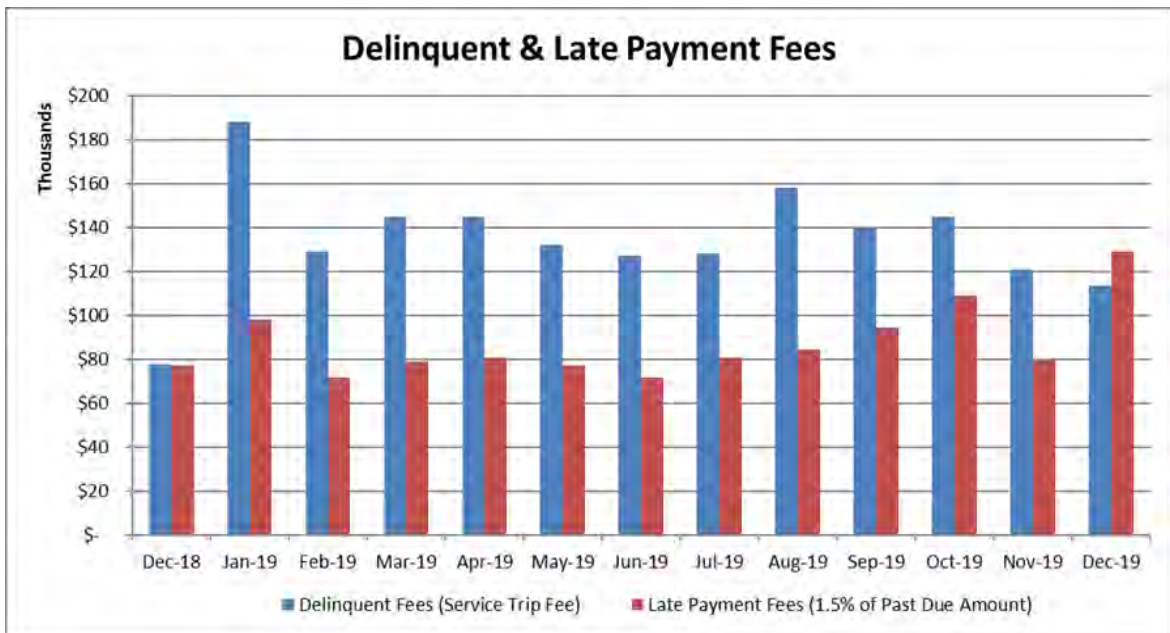
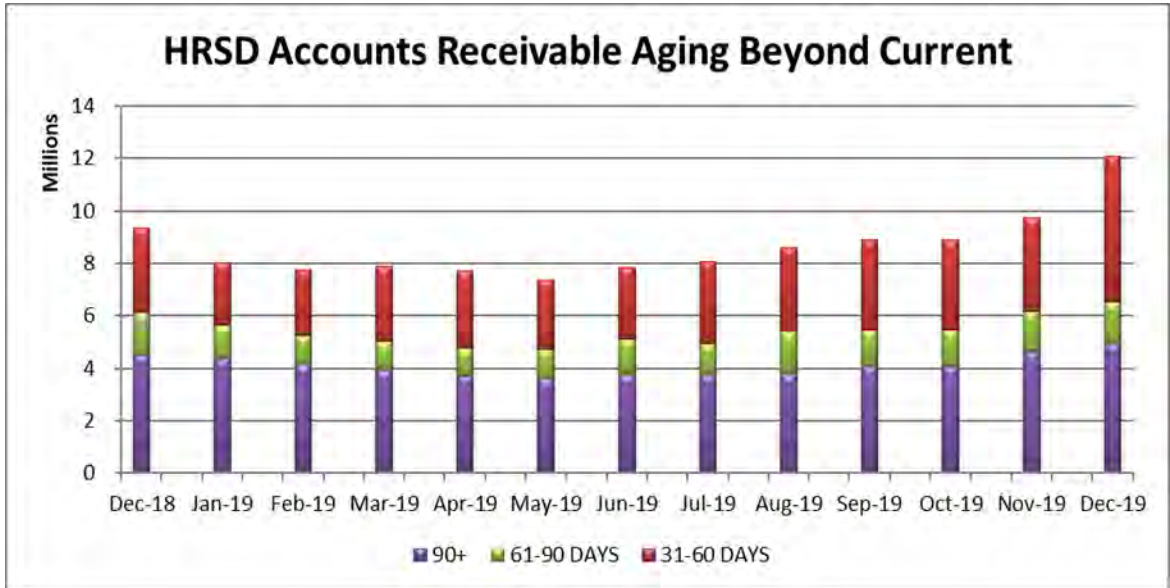
	Total	Fund Alloc
Total Primary Source	\$ 195,881,550	75.7%
Total Secondary Source	\$ 63,049,083	24.3%
TOTAL SOURCES	\$ 258,930,633	100.0%

7. Summary of Billed Consumption

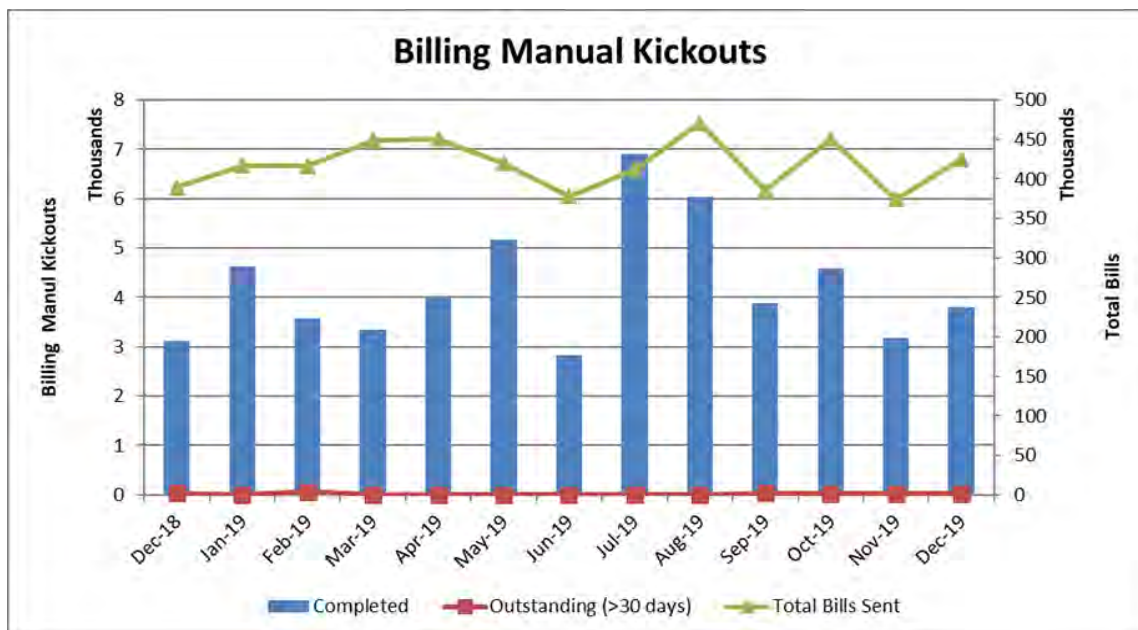
Summary of Billed Consumption (,000s ccf)							
Month	FY2020 Cumulative Budget Estimate	FY2020 Cumulative Actual	% Difference		% Difference		% Difference
			From Budget	Cumulative FY2019 Actual	From FY2019	Cumulative 3 Year Average	From 3 Year Average
July	4,845	5,135	6.0%	5,175	-0.8%	4,940	4.0%
Aug	9,649	10,009	3.7%	10,233	-2.2%	9,815	2.0%
Sept	14,488	14,571	0.6%	14,294	1.9%	14,384	1.3%
Oct	18,842	19,169	1.7%	19,087	0.4%	19,036	0.7%
Nov	22,952	23,309	1.6%	23,249	0.3%	23,278	0.1%
Dec	27,344	27,735	1.4%	27,376	1.3%	27,532	0.7%
Jan	31,535	-	N/A	32,010	N/A	32,003	N/A
Feb	36,079	-	N/A	36,551	N/A	36,443	N/A
March	40,427	-	N/A	40,187	N/A	40,480	N/A
Apr	44,149	-	N/A	44,551	N/A	44,554	N/A
May	48,421	-	N/A	48,790	N/A	48,786	N/A
June	52,985	-	N/A	53,172	N/A	53,280	N/A

C. Customer Care Center

1. Accounts Receivable Overview

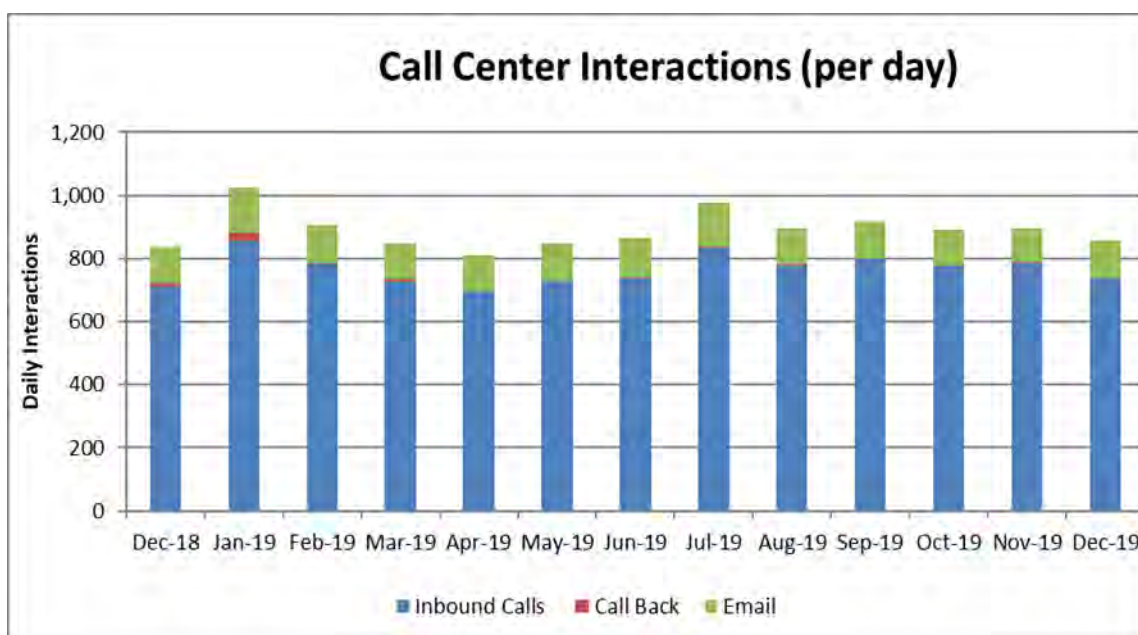


2. Customer Care Center Statistics



Jun-19 Billing Activity was affected by Virginia Beach tragedy.

Jul-19 A formatting change caused an increase in manual kickouts. We expect the levels to normalize in the next few months.



Customer Interaction Statistics	Jul	Aug	Sep	Oct	Nov	Dec
Calls Answered within 3 minutes	89%	94%	81%	86%	87%	83%
Average Wait Time (seconds)	0:64	0:63	0:81	0:71	0:65	0:83
Calls Abandoned	7%	5%	7%	7%	6%	7%

D. Procurement Statistics

ProCard Fraud	External Fraud Transactions *	Comments
July	2	Caught by Bank Immediately
August	0	
September	0	
October	1	Caught by Bank Immediately
November	0	
December	0	
Total	3	

***External Fraud:** Fraud from outside HRSD (i.e.: a lost or stolen card, phishing, or identity theft)

E. Strategic Planning Metrics Summary

1. Educational and Outreach Events: 0
2. Community Partners: 0

3. Monthly Metrics

Item #	Strategic Planning Measure	Unit	December 2019
M-1.4a	Training During Work Hours Per Full Time Employee (102) – Current Month	Hours / #FTE	0.48
M-1.4b	Total Training During Work Hours Per Full Time Employee (102) – Cumulative Fiscal Year-to-Date	Hours / #FTE	12.11
M-5.2	Educational and Outreach Events	Number	0
M-5.3	Number of Community Partners	Number	0
	Wastewater Revenue	Percentage of budgeted	104%
	General Reserves	Percentage of Operating Budget less Depreciation	118%
	Liquidity	Days Cash on Hand	497 Days
	Accounts Receivable (HRSD)	Dollars	\$27,906,138
	Aging Accounts Receivable	Percentage of receivables greater than 90 days	17%

Respectfully,

Jay A. Bernas

Jay A. Bernas, P.E.

Director of Finance

TO: General Manager
FROM: Director of Information Technology
SUBJECT: Information Technology Department Report for December 2019
DATE: January 14, 2020

A. General

1. Various software and firmware programs, including the Cisco identity services engine and the computerized maintenance management system were updated to optimize systems functionality and security.
2. An inter-divisional “contest of giving” resulted in the IT department donating a total of 3,867 meals to the Foodbank of Southeastern Virginia, helping those in need over the holiday season.
3. Staff kicked off a new security awareness program, intended to remind all HRSD employees to “Think Before You Click” on any received emails and attachments. Emails and postings throughout the organization are intended to raise awareness of the potential for inbound viruses and other forms of malware which require an end user to “click” on them to be activated. This is the first part of a security awareness campaign which will include a security assessment to determine a baseline for response vulnerability to such emails and attachments.
4. In preparation for going live with the upgraded version of the billing system, CC&B, over 238 million records were migrated to an historical archive, where they remain accessible, but no longer slow down system performance.
5. Customer Care and IT continue testing the recently installed upgrades to CC&B, including customer jurisdiction connectivity and functionality.

B. Strategic Planning Metrics Summary

1. Educational and Outreach Events: 0
2. Number of Community Partners: 0

3. Metrics Summary

Item #	Strategic Planning Measure	Unit	December 2019
M-1.4a	Training During Work Hours Per Full-Time Employee (50) – Current Month	Total Training Hours / # FTE	2.66
M-1.4b	Total Training During Work Hours Per Full-Time Employee (50) – Cumulative Fiscal Year-to-Date	Total Training Hours / # FTE	28.16
M-5.2	Educational and Outreach Events	Number	0
M-5.3	Number of Community Partners	Number	0

Respectfully,
Don Corrado

TO: General Manager
 FROM: Director of Operations
 SUBJECT: Operations Report for December 2019
 DATE: January 13, 2020

A. Energy Management

In September 2017, HRSD adopted a goal to reduce our 2005 greenhouse gas (GHG) emissions by 30% in accordance with the Paris Accord.

HRSD's three main contributors to greenhouse gasses (GHG's) are mobile sources (automotive fleet), stationary sources (incinerators and generators), and electricity consumption (Figure 1). Total GHG's contributions increased 0.3% from fiscal year (FY) 2018 to FY 2019.

The modest increase in GHG's is due to a 1.3% increase in purchased electricity, which was offset by a 5% decrease in mobile combustion and a 1.9% decrease in stationary combustion. FY 2019 GHG's are 6.9% higher than the 2005 levels.

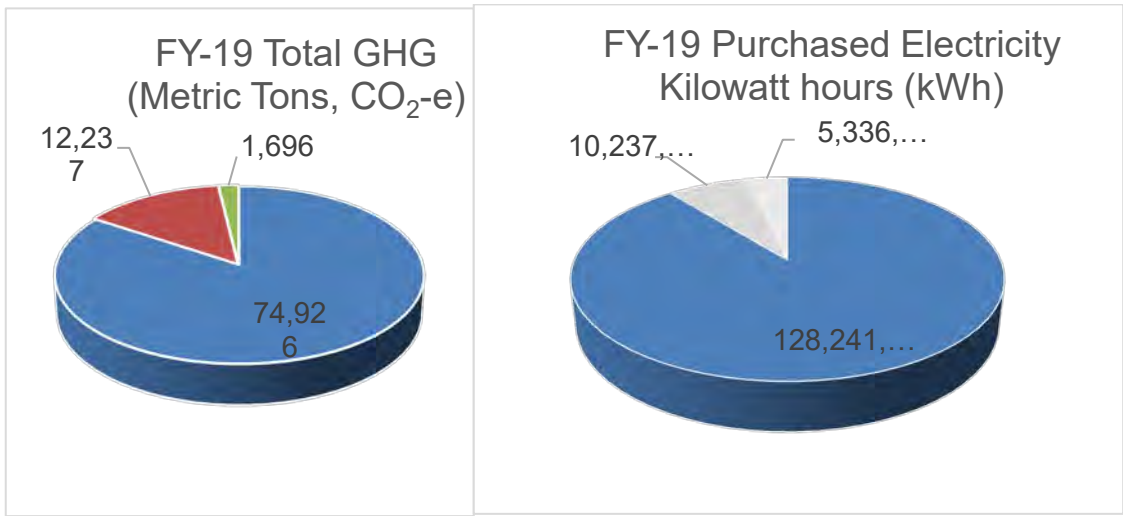
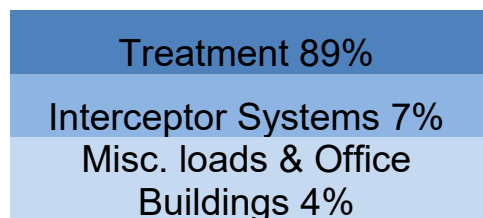
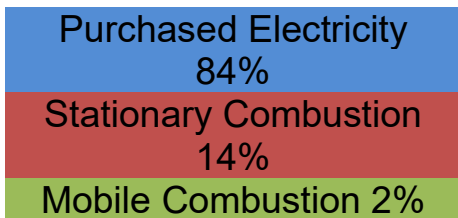


Figure 1

Figure 2



Purchased electricity (kilowatt hours (kWh)) continues to represent the majority (84%) of total GHG contributions (Figure 1) and the treatment plants continue to use the majority of purchased electricity (89%, Figure 2). Treatment consumption and interceptor consumption increased 1.3% and 11.9% respectively, while miscellaneous loads and office buildings decreased 3.2%. Even with all the treatment plant expansions since 2005, the FY 2019 purchased electricity is only 1.9% higher than it was in 2005.

Staff continues to look for opportunities to cost effectively reduce GHG emissions while trying to improve treatment operations or reduce regulatory risk exposure. Staff is currently evaluating the below list of projects that should provide opportunities to improve systems efficiencies and subsequently help reduce the GHG emissions:

- Shutting down the Army Base Treatment Plant (ABTP) incinerator
- Improving the efficiency of our aeration systems
- Adding solar panels at select locations
- Closure of the CETP
- Closure and repurposing of the BHTP

While these conservation and energy efficiency efforts can help us achieve some of our GHG reduction goals, we continue to purchase green power from Dominion Energy Virginia to meet the GHG reduction goals. We currently spend \$116,000 annually (.002/kWh) to purchase 58 million kWh. Supporting third-party efforts through the purchase of green power to reduce GHG's emissions remains a cost-effective way for HRSD to meet its stated objectives.

B. Interceptor Systems

1. South Shore (SS) Interceptor Systems

- a. There were two Sanitary Sewer Overflows (SSOs) reported this month.
- b. On December 5, the City of Norfolk reported a force main break near the intersection of Hampton Boulevard and W. Little Creek Road. The 10-inch cast iron pipeline failed, which staff believes is due to a 12-inch Virginia Natural Gas pipeline sitting on the force main with no clearance. The line failure leaked approximately 500 gallons into a nearby storm drain. Staff isolated the flows, removed approximately eight feet of cast iron pipeline, and installed a ductile iron offset to create one foot of clearance between the pipelines.

- c. On December 12, the City of Chesapeake reported a force main failure near the intersection of Cedar Road and Country Club Boulevard. Staff found a circumferential crack on the 12-inch ductile iron pipe which is highly unusual for that pipe type. The cause of the failure is unknown. The line break leaked approximately 100 gallons into a nearby storm drain. Staff isolated the flows and installed a repair clamp around the fracture.
- d. On December 30, staff received a complaint about odors in a building near an HRSD manhole on Newtown Road in Virginia Beach. Staff investigated and found the gravity system working properly. Staff worked with the business owner and found an issue with the building's plumbing.

C. Major Treatment Plant Operations

1. Army Base Treatment Plant (ABTP)

Staff programmed a differential control program for the plant's influent screens. This program monitors the water level on both sides of the influent screens and starts the equipment when the differential setpoint is reached. This control program is intended to reduce the run time and maintenance costs of the influent screens.

2. Atlantic Treatment Plant (ATP)

- a. There were two odor exceptions in December. On December 12th and 14th when high loads of hydrogen sulfides (H₂S) overloaded the carbon's capacity resulting in a high exhaust reading. Staff resolved the issue by replacing the carbon in the odor unit.
- b. Staff worked with contractors to remove the rags from the primary influent channel for primaries 5 & 6. The channel was filled with rags that the influent screens do not remove. The accumulation of rags also destroyed the air header in the channel.
- c. Contractors completed plantings to beautify the corridor leading to the plant along Firefall Drive in Virginia Beach. 235 trees and 140 shrubs of varying native species were planted.

3. Boat Harbor Treatment Plant (BHTP)

On December 17, preventative maintenance was done on a submersible gasmaster mixer used to distribute hypochlorite (hypo) to the secondary

effluent flow. As the mixer was removed for inspection and repair, it was placed on the active hypo tubing feed. The pressure buildup caused the tubing to burst, and hypo was released into the secondary well below and down the secondary effluent chamber wall and onto the ground. Hypo was switched to the bypass line, the mixer tubing was repaired and placed back into service, and absorbent was used to collect some of the chemical. Approximately 8.5 gallons of hypo mixed with rainwater and was not recoverable.

4. Ches-Eliz Treatment Plant (CETP)

On December 5, a non-potable water (NPW) hydrant leaked. The in-ground supply valve was closed, and a sign was placed on the valve. The leak was repaired. Approximately 100 gallons of NPW entered a storm drain leading to the onsite stormwater holding pond.

5. James River Treatment Plant (JRTP)

Staff completed installation of stainless-steel plates on the wall separating the anaerobic and anoxic zones and modified the Nitrified Recycle (NRCY) pipe at the discharge point in Integrated Fixed Film Activated (IFAS) tanks #1 and #2.

6. Nansemond Treatment Plant (NTP)

a. Both Secondary Clarifiers #4 & #5 were repaired and placed back into service.

b. SWIFT Research Center (SWIFT RC)

- (1) On December 6, while staff took apart the drain line from the SWIFT RC, there was a continual flow of water coming from the pipe spilling onto the ground. It was discovered that the non-potable water (NPW) line from the SWIFT RC also ties into the drain line. The line was closed until the NPW source was secured. This resulted in an unrecoverable NPW spill of 1,000 gallons.
- (2) The total volume of SWIFT recharge into the Potomac aquifer for the month of December was 16.4 MG.
- (3) The injection pressure at the well went up (higher than 10 psi) indicating that we might be losing injectivity. In order to lower the injection pressure, a total of 30 pulsed backflushes were performed in 2 consecutive days. Afterwards, staff decided to perform a backflush every 12 hours instead of every 24 hrs.

Injectivity has remained constant for now but to be able to understand better the cause, the plan moving forward is to perform:

- Manual MFI (membrane filtration index) tests to determine if routine operation has different water quality after it has aged.
- Collection of GAC samples after being offline for more than 24 hours to understand MFI during GAC-restart

7. Virginia Initiative Plant (VIP)

Staff continues to work with the Department of Water Quality to locate the source of elevated influent phosphorus levels coming into the plant. The total phosphorus and total nitrogen effluent values for December are below target levels.

8. York River Treatment Plant (YRTP)

A contractor completed removing grit and digested solids from digester #1. The digester cover was found to be serviceable and will not have to be replaced at this time.

9. Incinerator Operations Events Summary

There were no deviations from the required minimum operating parameters and three minor (less than 60 minutes) non-reportable bypass events.

D. Small Communities (SC)

1. Middle Peninsula Small Communities Treatment and Collections - West Point System

- a. The West Point Treatment Plant exceeded the weekly BOD average concentration permitted value of 45 mg/l with a value of 47 mg/l during the week of December 22-28. BOD treatment continues to be hampered by the reduction in biomass growth on the biological trickling filters suffered from the industrial discharge from West Rock June 27-28. Additionally, influent BOD concentrations were elevated on December 24 and more than double the monthly average on December 25. This increase in influent BOD levels resulted in effluent BOD concentrations of 53 mg/L and 87 mg/L on December 25 and 26, respectively. Staff could not determine the source of the elevated BOD concentration since the BOD test results take about a week to process and by the time results were received the BOD

concentrations had normalized. Before this event, final effluent BOD averaged 24 mg/L for the week and 25 mg/L for the month. The increased influent BOD concentration, coupled with the plant's reduced treatment capability, resulted in an exceedance.

- b. Staff continues to optimize recycle flow for the trickling filters. However, cooler weather hampers the biofilm development rate.

2. Small Communities – Surry Systems

Mechanical float balls at the county plant experienced multiple failures this year. As a result, staff will replace these floats with level transducers this year. It should be noted that Sussex Service Authority (SSA's) staff performed intensive manual operations of the plant as a result of these failures over the holidays. It was their efforts that helped HRSD remain in compliance and fully treating during these times.

E. Electrical and Instrumentation

There was a failure within the Distributed Control System (DCS) at WBTP. After several attempts to resolve the issue, the contractor, Emerson, was notified. It was determined that when patches were installed, a few of the patches did not install. To correct the problem, the Ovation software had to be uninstalled and reinstalled. All other sites were checked. BHTP was the only other plant that experienced the same problem. Staff corrected and fixed the problem at BHTP.

F. Water Technology and Research

The Chesapeake-Elizabeth Treatment Plant (CETP) preliminary treatment building has served as the home for the biological nutrient removal (BNR) pilot facility for the last eight years. With the coming closure of CETP, the BNR pilot facility must also be abandoned in this location, because raw influent sewage will not be available. Space for a new pilot facility has been reallocated at the VIP Treatment Plant within the existing incinerator building in a room that was formerly used for managing Norfolk Water Plant solids (NWS). NWS is now stored in a tank and fed directly to the VIP dewatering centrifuges, so this space is no longer needed. Demolition work to remove old equipment and steel structures is complete, and construction of the new pilot and office area is beginning.

G. MOM reporting numbers

MOM Reporting #	Measure Name	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
2.7	# of PS Annual PMs Performed (NS)	1	4	8	4	2	3						
2.7	# of PS Annual PMs Performed (SS)	6	5	4	5	4	5						
2.7	# of Backup Generator PMs Performed (Target is 4.6)	10	13	17	11	9	9						
2.8	# of FM Air Release Valve PMs Performed (NS)	209	77	70	127	139	111						
2.8	# of FM Air Release Valve PMs Performed (SS)	311	318	365	334	97	247						
2.9	# of Linear Feet of Gravity Clean (NS) (Target is 2,417 for HRSD)	6,248	2,681	1,426	638	2,079	3,459						
2.9	# of Linear Feet of Gravity Clean (SS) (Target is 2,417 for HRSD)	1,064	13,240	1,551	1,365	4,365	3,454						
2.9	# of Linear Feet of Gravity CCTV Inspection (HRSD Target 3,300 LF)	610	0	0	0	0	0						

H. Strategic Measurement Data

1. Education and Outreach Events:

- a. Invited seminar presentation, Department of Civil and Environmental Engineering, Virginia Military Institute - Bott
- b. SWIFT Research Center update presentation for Potomac Aquifer Recharge Oversight Committee meeting - Bott
- c. Invited seminar presentation, Department of Civil and Environmental Engineering, Virginia Military Institute - Bott

2. Community Partners:

- a. Jefferson Lab
- b. ODU
- c. Chesapeake Bay Foundation – oyster cage maintenance at BHTP for oyster gardening program

3. Monthly Metrics

Item #	Strategic Planning Measure	Unit	December 2019
M-1.4a	Training During Work Hours per Full Time Employee (FTE) (516) – Current Month	Hours / FTE	2.34
M-1.4b	Total Training During Work Hours per FTE (516) – Cumulative Year-to-Date	Hours / FTE	19.29
M-2.3a	Planned Maintenance Total Maintenance Hours	Total Recorded Maintenance Labor Hours	26,350.8
M-2.3b	Planned Maintenance – Preventive and Condition Based	% of Total Maintenance Hours	61.15%
M-2.3c	Planned Maintenance - Corrective Maintenance	% of Total Maintenance Hours	15.93%

Item #	Strategic Planning Measure	Unit	December 2019
M-2.3d	Planned Maintenance - Projects	% of Total Maintenance Hours	22.92%
M- 4.1a	Energy Use: Treatment *reported for November 2019	kWh/MG	2,474
M-4.1b	Energy Use: Pump Stations *reported for November 2019	kWh/MG	165
M-4.1c	Energy Use: Office Building *reported for November 2019	kWh/MG	111
M-5.2	Educational and Outreach Events	Number	27
M-5.3	Number of Community Partners	Number	3

Respectfully submitted,
Steve de Mik
 Director of Operations

TO: General Manager

FROM: Director of Talent Management (TM)

SUBJECT: Monthly Report for December 2019

DATE: January 15, 2020

A. Talent Management Executive Summary

1. Recruitment

New Recruitment Campaigns	10
Job Offers Accepted – Internal Selections	4
Job Offers Accepted – External Selections	2
Average Days to Fill Position	56

2. Wellness Program Participation

Participation Activities	Unit	December 2019	Year to Date (March 2019–February 2020)
Biometric Screenings	Number	6	29
Preventive Health Exams	Number	22	96
Preventive Health Assessments	Number	35	271
Online Health Improvement Programs	Number	91	405
Online Health Tracking	Number	83	897
Flu Vaccines	Number	0	386
Tetanus Vaccines	Number	0	82

3. The Retiree Supplemental Medical Plan open enrollment period closed. Staff worked with the medical plan provider to finalize enrollment activities for the plan year beginning January 1, 2020.
4. The Workers Compensation annual claims review meeting was held with the insurance broker, provider, Human Resources (HR) and Finance staff to review claims status and discuss administrative processes. Process improvements implemented by HR and the provider have streamlined the claims process and resulted in a reduction of extended open claim periods.

5. Dorissa Pitts-Paige, Human Resources Business Partner, was inducted into the Hampton Roads Society of Human Resources Management (HR-SHRM) Board of Directors as Director of Workforce Development.
6. Organizational Development & Training (OD&T) staff worked with the new OD&T Professional Services Consultants on a needs analysis. Several employee focus groups were convened to gather information.
7. The first of a three phase Virginia Department of Labor Apprenticeship Program audit was successfully completed with no significant findings. The first phase focused on Instructor Selection and Policies and Procedures. The second phase is expected to occur later in 2020.
8. The Training Resource Specialist completed an e-learning initiative, *HRSD Pro-Card Policy*.
9. OD&T conducted half-day *Your Role in Quality* training.
10. Safety Division completed administrative requirements and participated in Instructor audits to realign HRSD's Cardio Pulmonary Resuscitation (CPR)/First Aid and Automated External Defibrillator (AED) classes with Eastern Virginia Medical School's Tidewater Life Support Program.
11. Mishaps and Work-Related Injuries Status to Date (OSHA Recordable)

	<u>2018</u>	<u>2019</u>
Mishaps	45	35
Lost Time Mishaps	6	6
<i>Numbers subject to change pending HR review of each case.</i>		

12. Safety Division Monthly Activities

Safety Training Classes	8
Work Center Safety Inspections	7
Reported Accident Investigations	6
Construction Site Safety Evaluations	28
Contractor Safety Briefings	5
Hot Work Permits Issued	10
Confined Space Permits Issued/Reviewed	310
Occupational Health Testing	5
Industrial Hygiene Monitoring Events	1

B. Monthly Strategic Planning Metrics Summary

1. Education and Outreach Events: (3)

- a. 12/10/19 – Instructed Hampton Roads Public Works Academy Subject Matter Expert Class, *You're Hired, What's Next* at New Horizons Regional Education Center
- b. 12/11/19 – Lake Taylor High School Career Fair
- c. 12/18/19 – City of Newport News One City Celebration North District Job Fair

2. Community Partners: (3)

- a. Hampton Roads Public Works Academy
- b. City of Norfolk Public Schools
- c. City of Newport News

3. Monthly Metrics

Item #	Strategic Planning Measure	Unit	December 2019
M-1.1a	Employee Turnover Rate (Total)	Percentage	1.12%
M-1.1b	Employee Turnover - Service Retirements	Percentage	0.56%
M-1.4a	Total Training Hours Per Full Time Employee (17) – December	Total Training Hours/ FTE	0.59
M-1.4b	Total Training During Work Hours Per Full Time Employee (17) – Cumulative Fiscal Year-to-Date	Hours / FTE	30.18
M-5.2	Educational and Outreach Events	Number	3
M-5.3	Community Partners	Number	3

Respectfully submitted,
Paula A. Hogg
Director of Talent Management

TO: General Manager
FROM: Director of Water Quality (WQ)
SUBJECT: Monthly Report for December 2019
DATE: January 15, 2020

A. General

Pretreatment and Pollution Prevention (P3) division staff assessed no civil penalties this month.

B. Quality Improvement and Strategic Activities

1. The Sustainability Environment Advocacy (SEA) Group reported no activities for the month of December.
2. The WQ Communication Team continues monitoring and measuring inter-divisional communication issues within the WQ Department.

C. Municipal Assistance

1. HRSD provided sampling and analytical services to Northumberland County, Westmoreland County, and Stafford County to support monitoring required for their respective Virginia Pollution Discharge Elimination System (VPDES) permits.
2. The [Municipal Assistance Billed Reimbursements](#) per service collected between October 1 and December 31, 2019 are attached.
3. The [Municipal Assistance Invoice Summary](#) for the fourth quarter of the 2019 calendar year is attached.

D. Strategic Planning Metrics Summary

1. Educational and Outreach Events: 3
 - a. 12/06/2019 – The Chief of the Central Environmental Laboratory (CEL) provided a tour to an employee from the Virginia Department of Health.
 - b. 12/06/2019 – Technical Services Division (TSD) staff participated in a public outreach event with the Communications Department at the Continental Automotive Energy and Environment Outreach Day
 - c. 12/17/19 – CEL staff provided three days of coliphage analytical training to a lab analyst from the Clean Water Services Laboratory in Oregon.

2. Community Partners: 7

- a. City of Chesapeake
- b. City of Hampton
- c. City of Newport News
- d. City of Suffolk
- e. City of Virginia Beach
- f. Virginia Department of Health Division of Shellfish Sanitation
- g. Hampton Roads Planning District Commission

3. Odor Complaints: 2

- a. On December 10 North Shore Operations received an email from Cortez Management at 100 Bridge Street in Hampton, regarding sewer odors in their building. North Shore Operations and TSD performed an inspection and found that the odors were due to system gas pressurization of Cortez Management's building. The building is at the base of Bridge Street where the air jumper carries system gases across the bridge to the Bridge Street Pump Station (BSPS). The pump station's sewage grinder failed, requiring a standard bar screen to be installed. A rain event blinded the screen causing flow to backup into the line, thus cutting off the gas flow across the bridge going to the station and increasing the gas pressure on Cortez Management's building. The bar screen was cleaned to restore normal wastewater and system gas flows through the pipes. A new carbon manhole insert was also installed at the gravity manhole outside of the Cortez Management building to help minimize gas pressure on that building. These actions have corrected the problem and no further complaints have been received. A new sewage grinder has been ordered to replace the failed unit.
- b. On December 30, HRSD Customer Service received an odor complaint from a tenant regarding sewer odors in their building at 412 Newtown Road in Virginia Beach. South Shore Operations and P3 responded and determined that the system and the gravity manhole operating outside the building were flowing normally. The odor problem is currently believed to be due to compromised building plumbing (e.g., dry/damaged traps and/or cracked vent pipes). The individual registering the complaint agreed to contact the building owner to address the potential plumbing issue with the leased space.

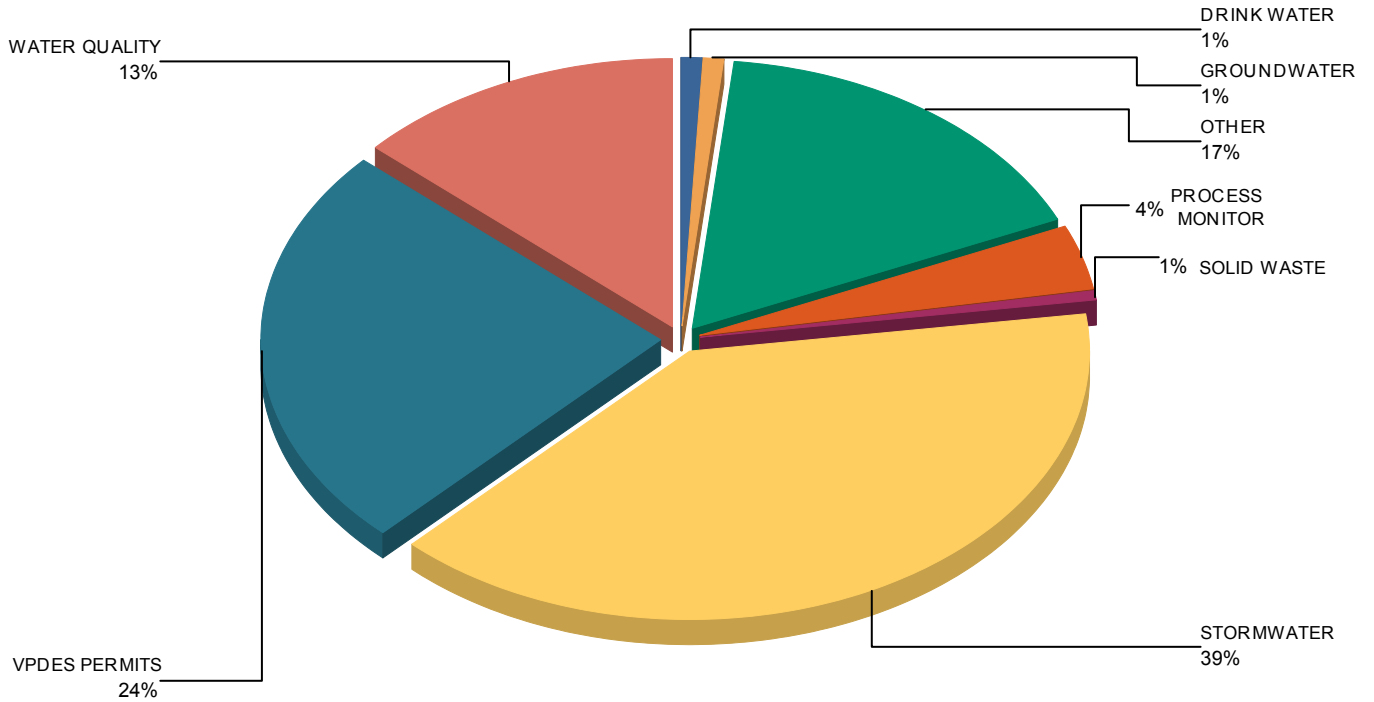
4. Monthly Metrics

Item #	Strategic Planning Measure	Unit	December 2019
M-1.4a	Training During Work Hours Per Full Time Employee (114) (Current Month)	Total Hours / # FTE	3.53
M-1.4b	Total Training During Work Hours Per Full Time Employee (114) (Cumulative Fiscal Year-to-Date)	Total Hours / # FTE	31.35
M-2.5	North Shore/South Shore Capacity Related Overflows	# within Level of Service	0
M-3.1	Permit Compliance	# of Exceedances: # of Permitted Parameters	4:30,440
M-3.2	Odor Complaints	#	2
M-3.4	Pollutant Removal	Total Pounds Removed	95,880,970
M-3.5	Pollutant Discharge	% Pounds Discharged/ Pounds Permitted	16%
M-5.2	Educational and Outreach Events	#	3
M-5.3	Community Partners	#	7
	Average Daily Flow	Total MGD for all Treatment Plants	134.61
	Pretreatment Related System Issues	#	0

Respectfully submitted,
James Plett, Ph.D
 Director of Water Quality

Municipal Assistance Billed Reimbursements per Service From 10/01/2019 to 12/31/2019

Attachment 1



Notes: Other = Equipment purchase, consultation, validation studies, boater pump-out program, etc.

Municipal Assistance Invoice Summary

From 10/01/2019 - 12/31/2019

Municipality	Reimbursements
Accomack County	\$1,035.66
Augusta DOC WWTP	\$475.86
Buckingham County	\$405.99
Chesapeake Public Works	\$125.06
City of Chesapeake	\$1,285.15
City of Emporia	\$224.16
City of Hampton	\$5,536.22
City of Norfolk	\$6,380.98
City of Portsmouth	\$6,550.29
City of Roanoke	\$1,127.98
City of Suffolk	\$5,374.98
City of Virginia Beach	\$5,213.83
Deerfield Corrections Center	\$834.64
HRPDC	\$53,796.49
Hanover County	\$460.44
Hopewell RWTF	\$4,427.68
King George County	\$13,947.06
New Kent County	\$11,360.30
Northampton County WWTP	\$1,399.97
Northumberland Co. - Callao WWTP	\$1,607.04
Spotsylvania County	\$1,004.28
Stafford County	\$94.11
Town of Cape Charles	\$5,060.29
Town of Lawrenceville	\$515.88
Virginia Department of Health	\$7,785.41
Westmoreland County	\$995.77
Totals:	<u>\$137,025.52</u>



The following Internal Audit Status document has been prepared by SC&H for the HRSD Commission. Below is a summary of projects in process, upcoming audits, and the status of current management action plan (MAP) monitoring.

Notification of Change to Audit Team: The current project manager, Ryan Kohan, will be leaving SC&H to pursue other opportunities. In the month of January 2020, Ryan will be transitioning responsibilities to SC&H Senior Manager Ed Mikhail, CIA, CFE. Matt Simons will continue as the Principal in charge of the engagement and our experienced team will remain staffed on all current and upcoming projects. Both Matt and Ed will be at the January 28 Commission meeting, and the Commission meeting/Finance Committee meeting in February 2020. We anticipate a smooth transition with no delay in SC&H's continued progress.

I. Projects in Process

Permitting

- **Tasks Completed (December 2019)**
 - Reviewed and incorporated report edits and management action plans
- **Upcoming Tasks (January 2020)**
 - Obtain management action plan implementation timelines
 - Issue final report

Payroll/ Timekeeping

- **Tasks Completed (December 2019)**
 - Obtained additional requested sample documentation
 - Conducted fieldwork testing procedures
- **Upcoming Tasks (January 2020)**
 - Finalize fieldwork testing procedures
 - Document testing results and confirm understanding with process owners
 - Draft internal audit report

Pollution Source Control

- **Tasks Completed (December 2019)**
 - Performed onsite walkthrough discussions
 - Documented process understanding
 - Drafted planning documentation
- **Upcoming Tasks (January 2020)**
 - Finalize planning documentation
 - Prepare fieldwork audit objectives
 - Begin fieldwork testing procedures

Risk Assessment Refresh

- **Tasks Completed (December 2019)**
 - Completed risk assessment discussions with process owners
 - Documented risk assessment results
 - Updated overall risk assessment documentation



- **Upcoming Tasks (January 2020)**
 - Finalize risk assessment documentation
 - Prepare 2020 audit program
 - Draft risk assessment results Commission presentation

Business Continuity and Disaster Recovery (Audit Fieldwork Complete/ Management Response in Process)

- HRSD management has communicated its continued progress to develop a plan to address the recommendations included in the BC/DR report. SC&H will continue to work with HRSD process owners and management to finalize the audit report, incorporating management action plans. A specific completion date has not been identified at this time.

II. Upcoming Projects (FY2020)

SC&H’s next audit will pertain to the SWIFT functions at HRSD and is scheduled to begin in Q1 (February) of calendar year 2020.

III. Management Action Plan (MAP) Monitoring

SC&H is performing on-going MAP monitoring for internal audits previously conducted for HRSD. SC&H begins MAP follow-up approximately one year following the completion of each audit and will assess bi-annually.

For each recommendation noted in an audit report, SC&H gains an understanding of the steps performed to address the action plan and obtains evidence to confirm implementation, when available.

The following describes the current project monitoring status. This listing does not include audits which were determined by HRSD Management and the Commission to include confidential or sensitive information.

Audit	Report Date	Next Follow-up	Recommendations		
			Closed	Open	Total
D&C: CIP Project Management	5/11/2016	February 2020	11	2	13
Biosolids Recycling	10/8/2016	Pending Permit	7	1	8
HR Benefits	11/22/2016	Closed	15	0	15
Inventory	4/20/2017	February 2020	1	4	5
Procurement/ ProCard	8/23/2017	In process	8	3	11
Engineering Procurement	4/20/2018	February 2020	4	4	8
Corporate Governance: Ethics Function	3/21/18	June 2020	3	2	5
Treatment Plant Operations*	10/15/18	In process	0	9	9
Customer Care Division*	7/26/19	August 2020	0	4	4
Safety Division*	9/12/19	September 2020	0	3	3
Totals			49	32	81

*SC&H has not yet performed formal follow-up procedures for the implementation status of these MAPs. Actual status may vary within the associated process areas and will be updated upon follow-up.

Annual Metrics													
Item	Strategic Planning Measure	Unit	Target	FY-10	FY-11	FY-12	FY-13	FY-14	FY-15	FY-16	FY-17	FY-18	FY-19
M-1.1a	Employee Turnover Rate (Total)	Percentage	< 8%	5.63%	4.09%	6.64%	7.62%	8.22%	9.97%	6.75%	6.66%	9.99%	6.63%
M-1.1b	Employee Turnover Rate within Probationary Period		0%		2.22%	8.16%	14.58%	9.68%	0.66%	0.13%	0.90%	1.01%	2.10%
M-1.2	Internal Employee Promotion Eligible	Percentage	100%		59%	80%	69.57%	71.43%	64.00%	69.00%	68.00%	85.00%	85.00%
M-1.3	Average Time to Fill a Position	Calendar Days	< 30		70	60	52	43.76	51	56	67	67	66
M-1.4	Training Hours per Employee - cumulative fiscal year-to-date	Hours	> 40		30.0	43.8	37.5	35.9	42.8	49.0	48.4	41.1	40.9
M-1.5a	Safety OSHA 300 Incidence Rate Total Cases	# per 100 Employees	< 3.5	6.57	6.15	5.8	11.2	5.07	3.87	7	5.5	5.7	4.1
M-1.5b	Safety OSHA 300 Incidence Rate Cases with Days Away	# per 100 Employees	< 1.1	0.74	1.13	1.33	0.96	1.4	0.82	1.9	1	1.1	0.8
M-1.5c	Safety OSHA 300 Incidence Rate Cases with Restriction, etc.	# per 100 Employees	< 0.8	3.72	4.27	2.55	4.5	2	1.76	3.6	2.8	2.8	1.8
M-2.1	CIP Delivery - Budget	Percentage			113%	96%	124%	149%	160%	151%	156%	160%	170%
M-2.2	CIP Delivery - Schedule	Percentage			169%	169%	161%	150%	190%	172%	173%	167%	159%
M-2.3a	Total Maintenance Hours	Total Available Mtc Labor Hours Monthly Avg			16,495	22,347	27,615	30,863	35,431	34,168	28,786	28,372	31,887
M-2.3b	Planned Maintenance	Percentage of Total Mtc Hours Monthly Avg			20%	27%	70%	73%	48%	41%	43%	44%	59%
M-2.3c	Corrective Maintenance	Percentage of Total Mtc Hours Monthly Avg			63%	51%	12%	10%	18%	25%	25%	24%	18%
M-2.3d	Projects	Percentage of Total Mtc Hours Monthly Avg			18%	22%	20%	18%	32%	34%	32%	32%	27%
M-2.4	Infrastructure Investment	Percentage of Total Cost of Infrastructure	2%		8.18%	6%	6%	4%	7%	7%	5%	5%	4
M-3.3	Carbon Footprint	Tons per MG Annual Total			1.61	1.57	1.47	1.46	1.44	1.45	1.58	1.66	1.58
M-3.6	Alternate Energy (Incl. Green Energy as of FY19)	Total KWH			0	0	0	5,911,289	6,123,399	6,555,096	6,052,142	5,862,256	47,375,940
M-4.1a	Energy Use: Treatment	kWh/MG Monthly Avg			2,473	2,571	2,229	2,189	2,176	2,205	2,294	2,395	2,277
M-4.1b	Energy Use: Pump Stations	kWh/MG Monthly Avg			197	173	152	159	168	163	173	170	181
M-4.1c	Energy Use: Office Buildings	kWh/MG Monthly Avg			84	77	102	96	104	97	104	104	95
M-4.2	R&D Budget	Percentage of Total Revenue	> 0.5%		1.0%	1.4%	1.0%	1.3%	1.0%	0.8%	1.3%	1.4%	1.8%
M-4.3	Total Labor Cost/MGD	Personal Services + Fringe Benefits/365/5-Year Average Daily Flow		\$1,028	\$1,095	\$1,174	\$1,232	\$1,249	\$1,279	\$1,246	\$1,285	\$1,423	\$1,348
M-4.4	Affordability	8 CCF Monthly Charge/ Median Household Income	< 0.5%		0.48%	0.48%	0.41%	0.43%	0.53%	0.55%	0.59%	0.60%	0.64%
M-4.5	Total Operating Cost/MGD	Total Operating Expense/ 365/5-Year Average Daily Flow		\$2,741	\$2,970	\$3,262	\$3,316	\$3,305	\$3,526	\$3,434	\$3,592	\$3,959	\$3,823
M-5.1	Name Recognition	Percentage (Survey Result)	100%	67%	71%	N/A	62%	N/A	60%	N/A	N/A	53%	N/A
M-5.4	Value of Research	Percentage - Total Value/HRSD Investment			129%	235%	177%	149%	181%	178%	143%	114%	117%
M-5.5	Number of Research Partners	Annual Total Number			42	36	31	33	28	35	15	20	26
	Rolling 5 Year Average Daily Flow	MGD		157.8	155.3	152	154.36	155.2	151.51	153.09	154.24	152.8	152.23
	Rainfall	Annual Total Inches		66.9	44.21	56.21	46.65	46.52	51.95	54.14	66.66	49.24	53.1
	Billed Flow	Annual Percentage of Total Treated		71.9%	82.6%	78%	71%	73%	74%	72%	73%	76%	72%
	Senior Debt Coverage	Net Revenue/Senior Annual Debt Service	> 1.5	2.51%	2.30%	2.07%	1.88%	1.72%	1.90%	2.56%	3.10%	3.59%	4.84%
	Total Debt Coverage	Net Revenue/Total Annual Debt	>1.4	1.67%	1.67%	1.46%	1.45%	1.32%	1.46%	1.77%	1.93%	2.03%	2.62%

Monthly Updated Metrics														FY-20	FY-20
Item	Strategic Planning Measure	Unit	Target	FY-10	FY-11	FY-12	FY-13	FY-14	FY-15	FY-16	FY-17	FY-18	FY-19	Nov-19	Dec-19
	Average Daily Flow	MGD at the Plants	< 249		136	146.5	158.7	156.3	153.5	155.8	153.5	145.8	152.7	128.5	134.6
	Industrial Waste Related System Issues	Number	0		3	6	6	6	2	4	7	4	7	0	0
	Wastewater Revenue	Percentage of budgeted	100%		97%	96%	98%	107%	102%	104%	103%	103%	104%	102%	104%
	General Reserves	Percentage of Operating and Improvement Budget	75% - 100%		72%	82%	84%	92%	94%	95%	104%	112%	117%	115%	118%
	Accounts Receivable (HRSD)	Dollars (Monthly Avg)			\$17,013,784	\$17,359,488	\$18,795,475	\$20,524,316	\$20,758,439	\$22,444,273	\$22,572,788	\$22,243,447	\$23,900,803	\$28,437,590	\$27,906,138
	Aging Accounts Receivable	Percentage of receivables greater than 90 days			21%	20%	18%	19%	21%	20%	18%	18%	17%	16%	17%
M-2.5	Capacity Related Overflows	Number within Level of Service	0		25	1	30	5	11	16	6	10	5	0	0
M-3.1	Permit Compliance	# of Exceedances to # of Permitted Parameters	0		12:55,045	1:51995	2:52491	1:52491	2:52491	2:52,491	9:53236	9:58338	2:60879	3:25366	4:30440
M-3.2	Odor Complaints	Number	0		6	2	7	11	5	9	7	6	9	3	2
M-3.4	Pollutant Removal (total)	Total Pounds Removed			178,163,629	171,247,526	176,102,248	185,677,185	180,168,546	193,247,790	189,765,922	190,536,910	187,612,572	79,934,096	95,880,970
M-3.5	Pollutant Discharge (% of permitted)	Pounds Discharged/Pounds Removed	< 40%		25%	22%	25%	22%	22%	20%	22%	17%	17%	16%	16%
M-5.2	Educational and Outreach Events	Number			302	184	238	322	334	443	502	432	367	31	20
M-5.3	Number of Community Partners	Number			280	289	286	297	321	354	345	381	293	28	19

EFFLUENT SUMMARY FOR DECEMBER 2019

PLANT	FLOW mgd	% of Design	BOD mg/l	TSS mg/l	FC #/UBI	ENTERO #/UBI	TP mg/l	TP CY Avg	TN mg/l	TN CY Avg	TKN mg/l	NH3 mg/l	CONTACT TANK EX
ARMY BASE	9.18	51%	3	4.3	6	3	2.0	0.68	5.0	3.8	NA	NA	13
ATLANTIC	23.49	43%	17	7.8	10	1	NA	NA	NA	NA	NA	NA	8
BOAT HARBOR	12.72	51%	8	7.8	3	1	0.65	0.67	24	20	NA	NA	8
CENT. MIDDLESEX	0.009	35%	<2	2.1	<1	<1	NA	NA	NA	NA	NA	NA	NA
CHES-ELIZ	17.89	75%	13	12	25	9	0.99	1.2	34	32	NA	NA	10
JAMES RIVER	12.00	60%	5	2.7	1	1	0.72	0.36	11	7.7	NA	NA	2
KING WILLIAM	0.057	57%	<2	0.39	NA	<1	0.016	0.060	0.70	0.94	0.61	NA	NA
NANSEMOND	15.14	50%	6	6.2	2	2	0.63	0.87	4.5	4.3	NA	NA	8
SURRY, COUNTY	0.057	88%	5	2.3	NA	NA	NA	NA	NA	NA	NA	NA	0
SURRY, TOWN	0.050	84%	8	16	NA	81	NA	NA	NA	NA	1.8	0.15	NA
URBANNA	0.038	38%	3	6.3	4	4	4.0	5.8	8.1	18	NA	1.74	NA
VIP	23.42	59%	2	3.2	1	<1	0.26	0.80	3.4	3.6	NA	NA	2
WEST POINT	0.380	63%	30	17	2	2	2.8	2.7	18	17	NA	NA	0
WILLIAMSBURG	7.53	33%	3	2.5	3	3	1.1	0.59	4.8	3.3	NA	NA	1
YORK RIVER	12.65	84%	1	0.12	1	<1	0.19	0.29	5.4	5.2	NA	NA	0
	134.61												

Tributary Summary

	%
	Capacity
North Shore	54%
South Shore	54%
Small Communities	59%

Tributaries	Annual Total Nitrogen			Annual Total Phosphorus		
	Discharged	Operational		Discharged	Operational	
	YTD	Projection CY19		YTD	Projection CY19	
	%	Lbs	%	%	Lbs	%
James River	79%	3,580,662	79%	77%	246,327	77%
York River	78%	222,753	77%	73%	14,125	73%
Rappahannock	223%	NA	NA	990%	NA	NA

Rainfall (inch)

North Shore (PHF)	South Shore (ORF)	Small Communities (FYJ)
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Permit Exceedances: Total Possible Exceedances, FY20 to Date: 4:30,440

Pounds of Pollutants Removed in FY20 to Date: 95,880,970

Pollutant Lbs Discharged/Permitted Discharge FY20 to Date: 16%

Month	3.53"	2.03"	3.28"
Normal for Month	3.76"	3.42"	3.59"
Year to Date Total	47.87"	46.18"	47.61"
Normal for YTD	50.98"	50.06"	48.76"

2019 EFFLUENT SUMMARY

PLANT	FLOW MGD	BOD MG/L	TSS MG/L	FC #/100 ML	ENTERO #/100 ML	TP MG/L	TN MG/L	CONTACT TANK EX	NH3 MG/L
ARMY BASE	10.62	3	4.4	5	2	0.68	3.8	16	NA
ATLANTIC	26.17	14	7.6	5	1	NA	NA	NA	NA
BOAT HARBOR	14.16	6	7.3	3	1	0.67	20	14	NA
C. MIDDLESEX	0.009	0	0.69	1	1	NA	NA	NA	0.06
CHES-ELIZ	17.32	14	13	16	5	1.2	32	13	NA
JAMES RIVER	12.76	4	3.0	2	1	0.36	7.7	2	NA
KING WILLIAM	0.059	<2	0.03	NA	1	0.061	0.94	NA	NA
LAWNES POINT	NA	NA	NA	NA	NA	NA	NA	NA	NA
NANSEMOND	16.04	5	5.6	3	2	0.87	4.3	5	NA
SURRY, COUNTY	0.061	3	1.8	NA	2	NA	NA	NA	0.01
SURRY, TOWN	0.059	6	11	NA	23	NA	NA	NA	0.17
URBANNA	0.048	4	13	6	3	5.8	18	NA	0.61
VA INITIATIVE	26.98	2	3.0	2	1	0.80	3.6	1	NA
WEST POINT	0.446	26	17	6	4	2.6	17	0	NA
WILLIAMSBURG	8.08	2	2.8	5	4	0.59	3.3	5	NA
YORK RIVER	12.49	3	0.82	1	2	0.29	5.2	3	NA

Permit Exceedences:

June, 2019: West Point (WP) daily pH (1)

July, 2019: WP BOD monthly average concentration (1)

October, 2019: WP BOD monthly average concentration (1)

November, 2019: WP BOD monthly average concentration (1)

December, 2019: WP BOD weekly average concentration (1)

AIR EMISSIONS SUMMARY FOR DECEMBER 2019

MHI PLANT	No. of Permit Deviations below 129 SSI Rule Minimum Operating Parameters								Part 503e Limits		
	Temp 12 hr ave (F)	Venturi(s) PD 12 hr ave (in. WC)	Precooler Flow 12 hr ave (GPM)	Spray Flow 12 hr ave (GPM)	Venturi Flow 12 hr ave (GPM)	Tray/PBs Flow 12 hr ave (GPM)	Scrubber pH 3 hr ave	Any Bypass Stack Use	THC Mo. Ave (PPM)	THC DC (%)	BZ Temp Daily Ave Days >Max
ARMY BASE	0	0	0	0	0	0	0	2	41	100	0
BOAT HARBOR	0	0	0	n/a	0	0	0	0	6	78	0
CHES-ELIZ	0	0	0	0	0	0	0	1	27	99	0
VIP	0	0	0	n/a	0	0	0	0	71	100	0
WILLIAMSBURG	0	0	0	n/a	0	0	0	0	20	98	0

ALL OPERATIONS

DEQ Reportable Air Incidents:	0
DEQ Request for Corrective Action:	0
DEQ Warning Letter:	0
DEQ Notice of Violation:	0
Other Air Permit Deviations:	0
Odor Complaints Received:	2
HRSD Odor Scrubber H2S Exceptions:	4

AIR EMISSIONS SUMMARY FOR CY 2019

	No. of Permit Deviations below 129 SSI Rule Minimum Operating Parameters								Part 503e Limits		
	Temp 12 hr ave (F)	Venturi(s) PD 12 hr ave (in. WC)	Precooler Flow 12 hr ave (GPM)	Spray Flow 12 hr ave (GPM)	Venturi Flow 12 hr ave (GPM)	Tray/PBs Flow 12 hr ave (GPM)	Scrubber pH 3 hr ave	Any Bypass Stack Use	THC Mo. Ave (PPM)	THC DC (%)	BZ Temp Daily Ave Days >Max
MHI PLANT											
ARMY BASE	0	0	1	0	1	0	2	20	30	98	0
BOAT HARBOR	2	0	0	n/a	1	1	4	20	21	96	0
CHES-ELIZ	0	4	1	1	1	1	0	12	26	97	0
VIP	0	0	0	n/a	0	0	6	7	70	99	0
WILLIAMSBURG	0	0	0	n/a	0	0	0	6	15	98	0

ALL OPERATIONS

DEQ Reportable Air Incidents:	4
DEQ Request for Corrective Action:	3
DEQ Warning Letter:	0
DEQ Notice of Violation:	1
Other Air Permit Deviations:	0
Odor Complaints Received:	12
HRSD Odor Scrubber H2S Exceptions:	31