



COMMISSION MEETING MINUTES
June 27, 2023

- No. Topic
- [Call to Order](#)
- [Roll Call of HRSD Commission](#)
1. [Awards and Recognition](#)
 2. [Public Comments Not Related to the Agenda](#)
 3. [Consent Agenda](#)
 4. [46th Street Diversion Sewer Rehabilitation/Replacement Agreement – Facility Ownership Transfer](#)
 5. [Town of Chincoteague Sewer Transfer and Service Agreement](#)
 6. [Chincoteague Treatment Plant Improvements Initial Appropriation and Task Order \(>\\$200,000\)](#)
 7. [Onancock Meter Replacement Initial Appropriation](#)
 8. [Shell Road Interceptor Force Main \(SF-144\) Segmental Replacement Initial Appropriation](#)
 9. [York River Treatment Plant Primary Clarifier Influent and Effluent Pipe Rehabilitation Additional Appropriation, Contract Award \(>\\$200,000\), Task Order \(>\\$200,000\)](#)
 10. [Boat Harbor Treatment Plant Transmission Force Main Section 2 \(Land\) Conveyance of Easement Vacant Parcel off Ironside Drive, Suffolk and Tax Parcel ID: B-1B](#)
 11. [Norfolk Pump Station \(PS 57\) Interim Bypass New CIP and Initial Appropriation](#)
 12. [Election of Officers](#)
 13. [Unfinished Business](#)
 14. [New Business](#)



COMMISSION MEETING MINUTES
June 27, 2023

No. Topic

15. [Commissioner Comments](#)

16. [Informational Items](#)

17. [Closed Meeting](#)

18. [Reconvened Meeting](#)



COMMISSION MEETING MINUTES
June 27, 2023

The Commission Chair called the meeting to order, and the Commission Secretary read the roll call of HRSD Commissioners.

Name	Title	Present for Item Nos.
Rodriguez, Stephen C.	Commission Chair	1-18
Elofson, Frederick N.	Commission Vice-Chair	Absent
Glenn, Michael E.	Commissioner	1-18
Lakdawala, Vishnu K.	Commissioner	Absent
Levenston, Jr., Willie	Commissioner	1-18
Stern, Nancy J.	Commissioner	1-18
Taraski, Elizabeth	Commissioner	1-18
Templeman, Ann	Commissioner	1-18

In accordance with Virginia Code § 2.2-3708.3 (B) and the HRSD Remote Participation Commission Adopted Policy Commissioner Stern requested approval to participate in today’s meeting from Belle Haven, Virginia due to the Commissioner’s principal residence is more than 60 miles from the meeting location identified in the required notice for such meeting.

Moved: Willie Levenston

Seconded: Michael Glenn

Roll call vote:

Ayes: 6

Nays: 0

1. **Awards And Recognition**

Action: No action required.

Brief: HRSD is pleased to announce the following:

a. **Promotion Announcement**

Ms. Cassandra Pagan was recently promoted to Chief of Accounting. She was hired in 2009 as a Financial Analyst and was then promoted to Accounting Manager. She has over 30 years of experience in accounting and holds a Bachelor’s Degree in Accounting from Old Dominion University. Cassandra will be leading the accounting team in creating the Annual Comprehensive Financial Report, the Annual Budget, supervising daily financial activity including payroll and accounts payable, and providing financial knowledge to support HRSD.



COMMISSION MEETING MINUTES

June 27, 2023

b. New Employee Introductions

- Mr. Scott Howerin, Chief of Information Technology Operations and Support, was recently hired in the Information Technology Department. Scott has over 39 years of IT experience having graduated from Old Dominion University with a Bachelor of Science degree in Management Information Systems/Decision Sciences. He spent the last 19 years working for the City of Norfolk, where he spent 12 years with the Utilities department supporting SCADA systems for Water Production, Water Distribution, and Wastewater, and the last seven years with the Information Technology department as their Technology Manager for Application Services. Scott will be leading and working closely with the folks in the IT Help Desk, the Senior System Engineers and the Linux administrators.
- Ms. Beatriz Patino, was recently hired as a Project Manager in the Engineering Department. She has 10 years of experience in managing sewer and storm water projects. Beatriz graduated with a Bachelor of Science in Sanitary Engineering from University del Valle in Cali, Colombia and a Master's Degree in Environmental Engineering from ODU. She recently worked at the City of Newport News as a Project Manager for Storm Water CIP projects. Beatriz will be leading and working closely with the North Shore Design & Construction division managing CIP projects.

c. Awards

HRSD and design engineering firm Kimley-Horn were pleased to receive the 2023 National Recognition Engineering Excellence Award from the American Council of Engineering Companies (ACEC) of Virginia for the Chesapeake-Elizabeth Interceptor Diversion Improvements Program.

Kimley-Horn was the program manager for the project and led a team responsible for planning and designing more than \$100 million of sanitary sewer system improvements to allow HRSD to decommission its 24-million gallon per day Chesapeake-Elizabeth Treatment Plant (CETP) by the end of 2021. To successfully achieve this commitment while addressing current and projected service demands, a variety of interceptor system projects were identified to divert flow from CETP to other HRSD treatment plants. The program included improvements to locality force mains and federal facility pump stations, as well as HRSD pressure reducing stations and interceptor force mains. In addition, a new offline storage tank and a pressure reducing station were constructed.

The Engineering Excellence Awards are an annual celebration of engineering excellence, honoring projects worldwide that demonstrate innovation, creative



COMMISSION MEETING MINUTES
June 27, 2023

problem-solving, and engineering's unique ability to improve our world. The competition is juried by a panel of industry, government, and academic experts. All projects considered by the national competition must first be entered through one of ACEC's 51 state and metropolitan Member Organizations.



Public Comment: None



COMMISSION MEETING MINUTES
June 27, 2023

2. **Public Comments Not Related to Agenda – None**



COMMISSION MEETING MINUTES
June 27, 2023

3. **Consent Agenda**

Action: Approve the items listed in the Consent Agenda.

Moved: Michael Glenn

Seconded: Ann Templeman

Roll call vote:

Ayes: 6

Nays: 0

Brief:

a. Approval of minutes from previous meeting.

b. Contract Awards

1.	Compensation Study	\$339,000
2.	Condition Assessment Services	\$10,000,000
3.	Environmental Services	\$10,000,000
4.	Land Surveying and Related Work	\$10,000,000
5.	Continuous Emissions Monitoring System Preventive Maintenance Services	\$311,000
6.	MicroC 2000 Solution (Bulk) Blanket Purchase Agreement	\$495,000
7.	MicroC 3200 Solution Blanket Purchase Agreement	\$568,585

c. Contract Change Orders

1.	Interceptor Systems Pump Station Control and SCADA Upgrades and Enhancements	\$64,554
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d. Task Orders

1.	SWIFT Program Management (Program Management Services for FY-2024)	\$8,550,616
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e. Sole Source

- [Automated Ion Exchange Pilot Skid, Parts, and Services](#)
- [Ethernet Local Area Network \(E-LAN\) Implementation Services](#)



COMMISSION MEETING MINUTES
June 27, 2023

- 3. [Osisoft PI System Upgrade Services, Support, and Maintenance](#)

- f. HRSD Use of Existing Competitively Awarded Contract Vehicle and Contract Award
 - 1. [Chincoteague Treatment Plant - Wastewater Treatment Plant Services](#) \$189,704
 - 2. [Workplace First Aid Supplies and Safety Equipment Services Agreement](#) \$205,268

- g. Vacation of Easement
 - 1. [698 Saint Paul's Boulevard, Norfolk and Tax Parcel ID 72803501](#)

Item(s) Removed for Discussion: None

Public Comment: None



COMMISSION MEETING MINUTES
June 27, 2023

4. **46th Street Diversion Sewer Rehabilitation/Replacement Agreement – Facility Ownership Transfer**

Action: Approve the transfer of ownership of sanitary sewer assets from HRSD to the City of Newport News (City) in accordance with the terms and conditions of the Facility Ownership Transfer Agreement between HRSD and the City 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.

Moved: Willie Levenston

Seconded: Elizabeth Taraski

Roll call vote:

Ayes: 6

Nays: 0

CIP Project: BH014600

Regulatory Requirement: Rehab Action Plan Phase 2 (2025 Completion)

Project Description: This project consists of the construction of sanitary sewer flow diversions at four City of Newport News gravity sewer connections (46th Street, 38th Street, 34th Street and 31st Street) which currently contribute flow to the 46th Street Diversion Sewer, which is the sewer trunk line located within the Huntington Ingalls-Newport News Shipyard (HII-NNS). The work includes the construction of approximately 500 linear feet of 42-inch steel casing pipe and 24-inch City gravity sewer by Microtunnel installation, the construction of approximately 1,800 linear feet of City gravity sewer by open cut installation, installation and rehabilitation of City sewer laterals, the construction of a City lift station including approximately 420 linear feet of 2-inch force main and the abandonment of approximately 1,100 linear feet of gravity sewer ranging in size from 4-inches to 24-inches in diameter. The project also consists of the replacement of a section of HRSD's West Avenue and 35th Street interceptor force main to include approximately 1,000 linear feet of primarily 20-inch force main and abandonment of approximately 1,160 linear feet of primarily 20-inch HRSD force main. Additionally, four Newport News Waterworks water main offsets are included. This project will divert all public flow away from HII-NNS and infrastructure on HII-NNS property will be transferred to HII-NNS. Construction efforts are underway to complete this project with a planned completion date of 2024. Specifically, assets to be transferred include:

- Approximately 45 linear feet (LF) of 4-inch PVC sanitary sewer lateral on 48th Street.
- Approximately 25 LF of 6-inch PVC sanitary sewer lateral on 46th Street.
- Approximately 140 LF of 12-inch PVC sanitary sewer on 38th Street.
- On Washington Avenue, 10 sanitary sewer utility access holes, approximately 514 LF of 12-inch PVC sanitary sewer, 514 LF of 8-inch PVC sanitary sewer, 32 LF of 4-inch PVC sanitary and associated laterals
- Approximately 235 LF of 24-inch PVC sanitary sewer on West Avenue



COMMISSION MEETING MINUTES
June 27, 2023

- On 33rd Street, 2 sanitary sewer utility access holes, approximately 216 LF of 24-inch PVC sanitary sewer and 12LF of 12-inch PVC sanitary sewer.
- On 31st Street, approximately 20LF of 8-inch PVC sanitary sewer, 420 LF of 2-inch PVC force main, one submersible grinder lift station and associated valve vault.

Project Justification: This project will address long standing conditional, access, encroachment and jurisdictional issues related to the James River Diversion Sewer – 46th Street constructed in 1945 under the Federal Works Agency, Docket No. VA 44-264. Responsibility for maintenance and operation was assigned to HRSD in 1950 with an expiration of responsibilities in 1979 according to the easement granted to the United States of America by the City of Newport News and subsequently assigned to HRSD. Upon expiration of the easement in 1979, responsibility for maintenance and operation of the gravity line has been in question. Prior to a complete Condition Assessment report prepared by Whitman, Requardt and Associates (WRA) in June 2011, several studies of the existing system have been prepared by consultants hired by HII-NNS, all detailing limited system capacity, numerous deficiencies and missing infrastructure related to building/storage area construction.

Agreement Description: In accordance with HRSD's [Facility Transfer](#) Commission Adopted Policy, *"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."* Upon notification from HRSD to the City of Newport News of Final Construction Completion, ownership of the sanitary sewer facilities described in the attached Facility Ownership Transfer Agreement, and depicted in Exhibit 1 of the Agreement, shall automatically transfer and vest with the City, and the City will assume ownership, operation and maintenance of the transferred facilities. The attached Ownership [Transfer Agreement](#), including the [location map](#), has been reviewed by HRSD legal counsel.

<u>Schedule:</u>	Construction	August 2023
	Project Completion	June 2024

Public Comment: None



COMMISSION MEETING MINUTES
June 27, 2023

5. **Town of Chincoteague
Sewer Transfer and Service Agreement**

Action: Approve a Sewer Transfer and Service Agreement (Agreement) with the Town of Chincoteague (Town) 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.

Moved: Nancy Stern

Seconded: Elizabeth Taraski

Roll call vote:

Ayes: 6

Nays: 0

Brief: Accomack and Northampton Counties were added to the HRSD service territory in October 2020. A regional initiative to provide centralized wastewater treatment to southern Accomack County is underway. Chincoteague Island in northern Accomack County cannot be connected to the southern Accomack County wastewater system. The Town will acquire a privately held wastewater treatment plant, transfer it to HRSD, to establish a public wastewater treatment plant on the island.

Some key highlights of the [Agreement](#) are:

- The Town will convey its treatment plant and related property interests and easements to HRSD at no cost;
- The Town will contribute \$250,000 to improvements of the treatment plant;
- HRSD agrees to provide sewer treatment services to areas designated as Sewer Service Areas identified in the Agreement;
- Future expansions of the Sewer Service Areas are through the Town's Comprehensive Plan. HRSD, at its option, may elect to be alignment with the Sewer Service Area if requested by the Town; and
- If HRSD determines that any property conveyed by the Town to HRSD under this Agreement is no longer useful for HRSD to perform its obligations under the Agreement, HRSD will offer to convey the property back to the Town at no cost.

This Agreement has been reviewed by HRSD legal counsel and is in accordance with the Facility Transfer Commission Adopted Policy.

Public Comment: None



COMMISSION MEETING MINUTES
June 27, 2023

6. **Chincoteague Treatment Plant Improvements
Initial Appropriation and Task Order (>\$200,000)**

Actions:

- a. **Appropriate total project funding in the amount of \$6,710,600.**
- b. **Approve a task order with HDR, Inc. in the amount of \$934,837.**

Moved: Nancy Stern

Seconded: Michael Glenn

Roll call vote: **Ayes:** 6 **Nays:** 0

CIP Project: ES010500

Regulatory Requirement: None

Project Description: This project will include the installation of two packaged treatment plants, an outfall and appurtenances, the demolition of the two existing packaged treatment plants, and site work needed to make new connections to the treatment plants.

Project Justification: The two existing packaged treatment plants are at the end of their useful life and are at full capacity; permitted outfalls are in multiple locations and run under private buildings and private property. Additional treatment capacity is needed to provide service to properties along Main Street and Maddox Boulevard in the Town of Chincoteague. The United States Coast Guard treatment facility is interested in connecting to the HRSD treatment plant. The permitted outfall capacity should be consolidated to an accessible outfall.

Task Order Description: This task order will provide design and preconstruction phase services for the Chincoteague Treatment Plant Improvements. If approved, the Notice to Proceed will follow the approval and execution of the Town of Chincoteague Sewer Transfer and Service Agreement.

Analysis of Cost: The cost for this task order is based on the number of hours anticipated to complete this effort and the hourly rates agreed upon in the General Engineering Services annual services contract. The task order amount is reasonable for the amount of effort and complexity anticipated.

This work is in accordance with the Facility Transfer Commission Adopted Policy.



COMMISSION MEETING MINUTES
June 27, 2023

<u>Schedule:</u>	PER	July 2023
	Design	September 2023
	Bid	March 2024
	Construction	May 2024
	Project Completion	May 2025

Public Comment: None



COMMISSION MEETING MINUTES
June 27, 2023

7. **Onancock Meter Replacement
Initial Appropriation**

Action: Appropriate total project funding in the amount of \$2,767,660.

Moved: Nancy Stern

Seconded: Michael Glenn

Roll call vote:

Ayes: 6

Nays: 0

CIP Project: ES010600

Regulatory Requirement: None

Project Description: As described in the [Ownership Transfer and Service Agreement](#) with the Town of Onancock, dated February 18, 2022, HRSD has agreed to locate, inspect, and replace approximately 800 water meters in the Town of Onancock and 18 water meters in the Town of Accomac with smart technology water meters and corresponding software. The 18 water meters in the Town of Accomac will be funded by the American Rescue Plan Act (ARPA).

The attached [map](#) depicts the location of the Onancock Wastewater Treatment Plant. The locations of the water meters are located within the plant's service area. Specific water meter locations will be part of Rummel, Klepper & Kahl's, LLP (RK&K) task order to geocode and field-locate. The Town of Accomac is adjacent to the Town of Onancock.

Project Justification: The existing water meters are assumed to be outdated and in questionable condition. Upon confirming during inspection, HRSD has agreed to replace the water meters with new meters with automated reading features to ensure accurate billing moving forward.

Schedule:	PER	July 2023
	Design	July 2023
	Bid	February 2024
	Construction	March 2024
	Project Completion	September 2024

Public Comment: None



COMMISSION MEETING MINUTES
June 27, 2023

8. **Shell Road Interceptor Force Main (SF-144) Segmental Replacement Initial Appropriation**

Action: Appropriate total project funding in the amount of \$2,000,000.

Moved: Ann Templeman

Seconded: Elizabeth Taraski

Roll call vote: **Ayes:** 6 **Nays:** 0

CIP Project: NP015000

Regulatory Requirement: None

Project Description: This project will address approximately 200 feet of pipe on the 24-inch ductile iron Shell Road Interceptor Force Main (SF-144) along Shell Road in Chesapeake, VA.

The attached [map](#) depicts the project location.

Project Justification: This project will address emergency repair activities and the section of the interceptor force main identified during FY2022 condition assessment to have extensive pipe wall loss resulting from interior and exterior corrosion. The section of force main is directly downstream from two City of Chesapeake pump station connections and is centered on an existing air release valve (NA3096-1). The referenced section of force main has one previously documented failure in 1996 due to exterior corrosion. There have also been three (3) upstream interceptor failures on Shell Road in 1997, 1998, and 2010 due to interior corrosion resulting in extensive emergency pipe replacement. This project is being expedited due to another recent force main failure of this pipeline.

Analysis of Cost: The estimated cost of this work is \$2,000,000. The scope of this cost estimate from Bridgeman Civil, Inc and Hazen and Sawyer, PC includes costs for the force main condition assessment, emergency engineering design services, repair work, full replacement of the degraded pipe, and contingency. These estimates have been reviewed by staff and are considered reasonable based on the currently available information on the condition of this pipeline.

Schedule:	Emergency Declaration	June 2023
	Construction	Unknown at this time
	Project Completion	Unknown at this time

Public Comment: None



COMMISSION MEETING MINUTES
June 27, 2023

9. **York River Treatment Plant Primary Clarifier Influent and Effluent Pipe Rehabilitation Additional Appropriation, Contract Award (>\$200,000), Task Order (>\$200,000)**

Actions:

- a. **Appropriate additional funding in the amount of \$2,491,432.**
- b. **Award a contract to Structural Preservation Systems, LLC (SPS) in the amount of \$5,886,000.**
- c. **Approve a task order with Rummel, Klepper & Kahl, LLP (RK&K) in the amount of \$698,112.**

Moved: Michael Glenn
Seconded: Willie Levenston
Roll call vote:

Ayes: 6 **Nays:** 0

CIP Project: YR014800

Regulatory Requirement: None

Budget	\$4,756,000
Previous Expenditures and Encumbrances	(\$334,114)
Available Balance	\$4,421,886
Construction Contract	(\$5,886,000)
Proposed Task Order to Engineer	(\$698,112)
Proposed 5% Contingency	(\$329,206)
Project Shortage/Requested Additional Funding	(\$2,491,432)
Revised Total Project Authorized Funding	<u>\$7,247,432</u>

Type of Procurement: Competitive Bid

In accordance with HRSD’s competitive sealed bidding procedures, the Engineering Department advertised and solicited bids directly from potential bidders. The project was advertised on March 31, 2023, and two (2) bids were received on May 11, 2023. The bids received are listed below:

Bidder	Bid Amount
Structural Preservation Systems (SPS), LLC	\$5,886,000
Bridgeman Civil	\$7,960,000

Engineer Estimate: \$10,987,241



COMMISSION MEETING MINUTES
June 27, 2023

Contract Description: The design engineer, RK&K, evaluated the bids based upon the requirements in the invitation for bid and recommends award to the lowest responsive and responsible bidder Structural Preservation Systems (SPS), LLC in the amount of \$5,886,000.

Contract Status with Task Orders:	Amount
Original Contract with Rummel, Klepper & Kahl, LLP	\$106,813
Total Value of Previous Task Orders	\$227,300
Requested Task Order	\$698,112
Total Value of All Task Orders	\$925,412
Revised Contract Value	\$1,032,225
Engineering Services as % of Construction	17.5%

Project Description: This project will repair or replace corroded, primary clarifier influent and effluent, cylinder pipes from distribution chamber #1 to the aeration tanks. There are nine pipes varying in size from 36-inch to 72-inch. A by-pass pipeline and pumping will be required to maintain treatment plant operations.

Project Justification: On September 17, 2020, the 60-inch concrete, cylinder pipe between the headworks and primary clarifier distribution chamber #1, in service since 1984, failed during a significant rain event due to corrosion. The break resulted in a spill of approximately 6.8 million gallons. The break prompted the inspection of piping from primary clarifier distribution chamber #1 to the aeration tanks. These pipes are of the same construction, years of service, and operating conditions. The resulting inspection revealed corrosion and broken off sections of concrete at the crown of the pipes, like the failed 60-inch pipe.

Task Order Description: This task order will provide construction phase services for this project. A fee of \$698,112 was negotiated with Rummel, Klepper & Kahl, LLP.

Analysis of Cost: The Task Order cost was negotiated based upon anticipated construction administration and inspection hours required for this effort. This cost for construction phase service is approximately 11 percent of the total construction cost, which is within range of comparable projects. The labor rates are within the Rate Schedule included in Amendment 4 of the Professional Services Agreement for Interceptor Systems Projects, dated July 1, 2022.

This out-of-cycle CIP project was developed due to the emergency repair in September 2021 for the discharge main from Headworks to Distribution Chamber 1 that triggered a condition assessment inspection of the remaining prestressed concrete cylinder pipe. The CIP project was approved in November 2021, and the PER was finished in March 2022. The PER recommended carbon fiber rehabilitation due to concerns about Cured-in-Place Pipe (CIPP) lining not being technically feasible for the existing piping configuration.



COMMISSION MEETING MINUTES
June 27, 2023

The Operations Development staff developed the original estimate, and it was a Class 5 estimate. It assumed the replacement of all pipes and used historical costs. The original cost estimate did not consider the complexity of the necessary bypass system to accomplish this rehabilitation work. This resulted in underestimating the original budget. This Additional Appropriation request is based on a Class 1 estimate which includes the results from the bid received on May 11, 2023.

<u>Schedule:</u>	Construction	July 2023
	Project Completion	September 2024

Discussion Summary: Staff explained SPS LLC has not performed work for HRSD in the past; however, they are experts in this field and own the Patent for the carbon fiber rehabilitation technology. The Engineer confirmed their bid was accurate. Staff further explained SPS will be performing this work as a Prime, which may have resulted in the lower bid price.

Public Comment: None



COMMISSION MEETING MINUTES
June 27, 2023

10. **Boat Harbor Treatment Plant Transmission Force Main Section 2 (Land)
Conveyance of Easement
Vacant Parcel off Ironside Drive, Suffolk and Tax Parcel ID: B-1B**

Action: Approve the conveyance of a 10-foot wide (0.0366 acres +/- or 1,593 square feet +/-) permanent private utility easement located on Tax Parcel ID: B-1B and associated acquisition costs of \$15,468 in accordance with the terms and conditions of the Purchase Agreement between HRSD (Seller) and GAB, LLC. (Buyer) and authorize the General Manager to execute same and related conveyance documents in accordance with those terms and conditions substantially as presented, together with such changes, modifications and deletions as the General Manager may deem necessary.

Moved: Willie Levenston
Seconded: Elizabeth Taraski
Roll call vote:

Ayes: 6 **Nays:** 0

CIP Project: BH015720

Conveyance Details: GAB, LLC. the abutting parcel owner to HRSD's newly acquired property, seeks to acquire an easement that had been reserved from the HRSD acquisition area but was omitted during various subdivision plan revisions. GAB, LLC. needs this easement to convey their sewer service in the most direct and effective manner. This conveyance corrects the previous inadvertent omission of the planned reservation to GAB, LLC.

Agreement Description: The [Purchase Agreement](#) between HRSD and GAB, LLC. was reviewed by HRSD staff and real estate legal counsel. The project and easement locations are depicted in the [plat](#) and [map](#).

Analysis of Cost: HRSD utilized the appraisal obtained for its recent purchase of this parcel and applied that same price per square foot value to the easement acquisition. The funds received for this conveyance would be applied to the associated project's budget.

Public Comment: None



COMMISSION MEETING MINUTES
June 27, 2023

11. **Norfolk Pump Station (PS 57) Interim Bypass
New CIP and Initial Appropriation**

Actions:

- a. **Approve a new CIP project for Norfolk Pump Station (PS 57) Interim Bypass.**
- b. **Appropriate total project funding in the amount of \$500,000.**

Moved: Michael Glenn

Seconded: Willie Levenston

Roll call vote: **Ayes:** 6 **Nays:** 0

CIP Project: VP015431

Project Description: This project will install piping and temporary pumps to convey flow from the existing wet well of Pump Station No. 57 to the downstream force main exiting the pump station such that the pump station can be operationally bypassed. Ownership of this pump station was transferred from City of Norfolk to HRSD by [Facility Transfer Agreement](#) approved by the Commission on October 26, 2021. The proposed interim bypass pumping system will allow HRSD Operations staff to avoid routinely entering this pump station until safety improvements and other planned facility improvements are made under a separate CIP project that will include both Pump Station 57 and a new replacement pump station for the existing Chesapeake Boulevard Pump Station 105 anticipated to be advertised for construction bids in early 2024. Bridgeman Civil, Inc. has been requested to provide an estimate for installation of the bypass piping, valves, and HRSD furnished pumps under the current on-call construction services contract with HRSD Procurement Division.

The attached [map](#) depicts the project location.

Funding Description and Analysis of Cost: The total cost for this project is estimated at \$500,000 based on preliminary estimates from Bridgeman Civil for field services and from in-house Engineering Department budget estimates of a cost ceiling.

<u>Schedule:</u>	Construction	July 2023
	Project Completion	August 2023

Discussion Summary: Staff will work with the contractor to minimize construction related impacts to the residents.

Public Comment: None



COMMISSION MEETING MINUTES
June 27, 2023

12. **Election of Officers**

Action: Elect Stephen C. Rodriguez as Chair and Frederick N. Elofson as Vice-Chair of the Commission for the coming fiscal year.

Moved: Michael Glenn (Committee Chair)

Seconded: Not required (Motion made by Committee)

Roll call vote: **Ayes:** 6 **Nays:** 0

Brief: The Commission is required by the Enabling Act to elect a Chair and Vice-Chair each year. Chair Elofson appointed Commissioners Glenn and Levenston to the Operations and Nominations Committee in May. The Committee will make its nominating report at the June meeting.

Committee Chair Glenn said the Committee polled each Commission member to determine their willingness to serve as Chair or Vice-Chair or their recommendation to appoint another Commission member to these offices.

Commissioner Glenn then submitted the following nominations for the fiscal year beginning July 1, 2023: Chair, Stephen C. Rodriguez and Vice-Chair Frederick N. Elofson.

Public Comment: None



COMMISSION MEETING MINUTES
June 27, 2023

13. **Unfinished Business – None**

14. **New Business – None**

15. **Commissioner Comments**

Commissioner Taraski inquired about the former Lamberts Point Golf Course as mentioned in the General Manager's report. The General Manager stated the City of Norfolk, Old Dominion University (ODU) and surrounding residents are very interested in the future of the former Lamberts Point golf course. Two online citizen petitions have been filed to revitalize that property. Staff will be attending an upcoming forum on July 19 answer questions and help identify HRSD property. Chair Rodriguez asked to be kept informed of the progress of this development and suggested that the Commission may be willing to negotiate the sale of a residual portion of the property for the City's development.

Commissioner Rodriguez thanked his fellow colleagues for nomination to chair of the Commission. He is happy to continue to serve.

16. **Informational Items**

Action: No action required.

Brief: The items listed below were presented for information.

- a. [Management Reports](#)
- b. [Strategic Planning Metrics Summary](#)
- c. [Emergency Declarations](#)
 - (1) [Army Base Treatment Plant Aqueous Film Forming Foam \(AFFF\) Release](#)
 - (2) [Shell Road Interceptor Force Main \(SF-144\) Segmental Replacement](#)

Public Comment: None



COMMISSION MEETING MINUTES
June 27, 2023

17. **Closed Meeting**

Action: Approve a motion to go into closed meeting for briefing and consultation of matters concerning probable litigation as provided for in Code of Virginia §2.2-3711A7.

Moved: Willie Levenston

Seconded: Michael Glenn

Roll call vote: **Ayes:** 6 **Nays:** 0

Brief: Consultation with legal counsel and briefings by staff members or consultants pertaining to probable litigation, where such consultation or briefing in open meeting would adversely affect the negotiating or litigating posture of the public body.

18. **Reconvened Meeting**

Certification of Proceedings: Pursuant to Section 2.2-3712.D of the Code of Virginia, a roll call vote was conducted to certify that to the best of each Commission member's knowledge: (i) only public business matters lawfully exempted from open meeting requirements under this chapter, and (ii) only such public business matters as were identified in the motion by which the closed meeting was convened were heard, discussed or considered. Any Commissioner who believes there was a departure from these two requirements shall so state prior to the vote, indicating the substance of the departure.

Roll call vote: **Ayes:** 6 **Nays:** 0

Action: No action required.


Public Comment: None

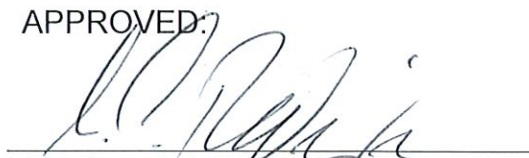
Next Commission Meeting Date: July 25, 2023 at the HRSD North Shore Operations Center, 2389 G. Avenue, Newport News, VA 23602

Meeting Adjourned: 9:50 a.m.

SUBMITTED:

APPROVED:


Jennifer L. Cascio
Commission Secretary


Stephen C. Rodriguez
Commission Chair

HRSD Commission Meeting Minutes
June 27, 2023
Attachment #1

3. Consent Agenda

CONSENT AGENDA ITEM 3.b.1. – June 27, 2023

Subject: Compensation Study
Contract Award (>\$200,000)

Recommended Action: Award a contract to Marsh & McLennan Companies, Inc. DBA Mercer (US) LLC in the amount of \$339,000.

Regulatory Requirement: None

Type of Procurement: Competitive Negotiation

A Public Notice was issued on April 4, 2023. Four firms submitted proposals on May 3, 2023, and all firms were determined to be responsive and deemed fully qualified, responsible, and suitable to the Professional Services Selection Committee (Committee) and to the requirements in the Request for Proposals. Two firms were short-listed, interviewed and technically ranked as listed below:

Proposers	Technical Points	Recommended Selection Ranking
Marsh & McLennan Companies, Inc. DBA Mercer (US) LLC	85	1
JER HR Group LLC	59	2

The Committee recommends award to Marsh & McLennan Companies, Inc. DBA Mercer (US) LLC, whose professional qualifications and proposed services best serve the interest of HRSD.

Contract Description and Analysis of Cost: This contract is an agreement for a comprehensive evaluation and market based salary survey for all positions and an evaluation of our current compensation and classification system. A similar effort was last performed in July 1987. In January 1996 an internal team was formed to manage the classification and compensation system.

The services we are seeking include but are not limited to:

- Reviewing the compensation philosophy
- Creating a market strategy
- Evaluating the internal equity classification and compensation system
- Updating and modernizing job descriptions
- Performing a market pricing compensation and benefits analysis
- Evaluating current pay structures and methodologies
- Evaluating pay policies and practices and cost modeling for implementation
- Training and Change management

This contract may be extended as needed for up to five years after award for compensation study, consulting and system services.

The cost for these services is considered fair and reasonable based on proposals received, negotiations and is in agreement with other similar efforts from other firms.

This work is in accordance with Commission Adopted Procurement Policy.

CONSENT AGENDA ITEM 3.b.2. – June 27, 2023

Subject: Condition Assessment Services
Contract Award (>\$200,000)

Recommended Action: Award a professional services annual contract for Condition Assessment Services to Hazen and Sawyer PC to become effective July 1, 2023, with a maximum allowable limit of \$2,500,000 per single task and accumulated \$10,000,000 per each year with three annual renewal options.

Type of Procurement: Competitive Negotiation

A Public Notice was issued on March 7, 2023. One firm submitted a proposal on April 6, 2023, and the firm was determined to be responsive and deemed fully qualified, responsible, and suitable to the Professional Services Selection Committee (Committee) and to the requirements in the Request for Proposals. The firm was short-listed, interviewed, and technically ranked as listed below:

Proposers	Technical Points	Recommended Selection Ranking
Hazen and Sawyer PC	96	1

The Committee recommends award to Hazen and Sawyer PC, whose professional qualifications and proposed services best serve the interest of HRSD.

Contract Description and Analysis of Cost: This annual service contract will provide professional services including infrastructure condition assessment of treatment plants, pump stations, and collection systems. Funding for the services shall be from the Engineering Department's Operating Budget or from the Capital Improvements Budget. The work force categories, rates, and direct reimbursable costs were negotiated for the first contract year of the renewable contract. These costs are comparable to rates used by other firms for similar efforts.

CONSENT AGENDA ITEM 3.b.3. – June 27, 2023

Subject: Environmental Services
Contract Award (>\$200,000)

Recommended Action: Award a professional annual services contract to Kimley Horn and Associates, Inc. for Environmental Services to become effective July 1, 2023, with a maximum allowable limit of \$2,500,000 per single task and accumulated \$10,000,000 per year with three annual renewal options.

Type of Procurement: Competitive Negotiation

A Public Notice was issued on March 13, 2023. Five (5) firms submitted proposals on April 20, 2023, and all firms were determined to be responsive and deemed fully qualified, responsible, and suitable to the Professional Services Selection Committee and to the requirements in the Request for Proposals. Three (3) firms were short-listed, interviewed, and technically ranked as listed below:

Proposers	Technical Points	Recommended Selection Ranking
Kimley Horn and Associates, Inc.	89	1
Tetra Tech, Inc.	87	2
CDM Smith, Inc.	86	

The Committee recommends award of the Environmental Services annual services contract to Kimley Horn and Associates, Inc., whose professional qualifications and proposed services best serve the interest of HRSD.

Contract Description and Analysis of Cost: This contract is an agreement for on call Environmental Services including wetlands and stream permitting, environmental compliance, environmental impact, regulatory permitting, evaluation and implementation of environmental justice requirements, water quality (VPDES) and HAZMAT investigations, aboveground and underground tank management, stormwater services, Phase I Environmental Site Assessments, and environmental health and safety services. Funding for the requested services will be from the Engineering Department Contractual Services Budget or from the Capital Improvement Budget associated with identified capital projects. The workforce categories, rates, handling costs for sub-consultants, and direct reimbursable costs were negotiated for the first contract year of the renewable contract. These costs compare favorably to other similar work efforts and the current rates in the existing Environmental Services contract.

CONSENT AGENDA ITEM 3.b.4. – June 27, 2023

Subject: Land Surveying and Related Work
Contract Award (>\$200,000)

Recommended Action: Award a professional services annual contract for Land Surveying and Related Work to Timmons Group to become effective July 1, 2023, with a maximum allowable limit of \$2,500,000 per single task and accumulated \$10,000,000 per each year with three annual renewal options.

Type of Procurement: Competitive Negotiation

A Public Notice was issued on March 27, 2023. Nine firms submitted proposals on April 27, 2023, and all firms were determined to be responsive and deemed fully qualified, responsible, and suitable to the Professional Services Selection Committee (Committee) and to the requirements in the Request for Proposals. Three firms were short-listed, interviewed, and technically ranked as listed below:

Proposers	Technical Points	Recommended Selection Ranking
Timmons Group	87	1
Johnson Miriam and Thompson Inc.	86	2
Precision Measurement Inc.	85	3

The Committee recommends award to Timmons Group, whose professional qualifications and proposed services best serve the interest of HRSD.

Contract Description and Analysis of Cost: This annual service contract will provide professional services including land surveying, mapping, global positioning system (GPS), geographical information system (GIS), light detection and ranging (LiDAR), data collection, SUE including utility locating with test holes, aerial surveying, hydrographic surveys, right-of-way and utility easements, and creation of two-dimensional (2D) and three-dimensional (3D) digital files. Funding for the services shall be from the Engineering Department's Operating Budget or from the Capital Improvements Budget. The work force categories, rates, and direct reimbursable costs were negotiated for the first contract year of the renewable contract. These costs are comparable to rates used by other firms for similar efforts.

CONSENT AGENDA ITEM 3.b.5. – June 27, 2023

Subject: Continuous Emissions Monitoring System Preventive Maintenance Services
Contract Award (>\$200,000)

Recommended Action: Award a blanket purchase contract for Continuous Emissions Monitoring System Preventive Maintenance Services to STI CEMS in the estimated amount of \$62,200 for year one with four annual renewal options and an estimated cumulative value in the amount of \$311,000.

Regulatory Requirement: Emission Reduction

Type of Procurement: Competitive Bid

In accordance with HRSD's competitive sealed bidding procedures, the Procurement Department advertised and solicited bids directly from potential bidders. The project was advertised on May 17, 2023, and three bids were received on June 1, 2023 as listed below:

Bidder	Bid Amount
STI CEMS	\$62,200
AST Source Testing LLC DBA Alliance Source Testing LLC	\$106,825
CEMTEKS Systems, Inc	\$153,600

HRSD Estimate: \$54,422

Contract Description and Analysis of Cost: This contract is an agreement for preventive maintenance services for the total hydrocarbons (THC) continuous emissions monitoring system. HRSD has multiple hearth incinerators that dispose of sewage sludge located at Army Base, Boat Harbor and Williamsburg treatment plants as well as the Virginia Initiative Plant. HRSD is required to continuously measure the THC in the incinerator stacks for compliance with environmental regulations. The cost is found to be fair and reasonable based on bids received, previous term contract estimated spend and other similar efforts from firms.

The continuous emissions monitoring systems were installed in the year 2000 by Spectrum Systems via a competitive Solicitation.

This work is in accordance with Commission Adopted Procurement Policy.

CONSENT AGENDA ITEM 3.b.6. – June 27, 2023

Subject: MicroC 2000 Solution (Bulk) Blanket Purchase Agreement
Contract Award (>\$200,000)

Recommended Action: Award a blanket purchase contract for MicroC 2000 Solution (Bulk) to Environmental Operating Solutions, Inc. in the estimated amount of \$165,000 for year one with two annual renewal options and an estimated cumulative value in the amount of \$495,000.

Regulatory Requirement: None

Type of Procurement: n/a

HRSD Estimate: \$165,000

Contract Description and Analysis of Cost: This contract is an agreement to supply and deliver MicroC 2000 solution in bulk to the James River Treatment Plant (JRTP) on an as needed basis. MicroC 2000 solution is a glycerin-based product and used in the denitrification process. JRTP is working to lower the nitrogen in the final effluent in preparation for SWIFT implementation. This contract is being established for trial period until the plant can support a pure methanol facility.

This is an estimated use contract developed and utilized in accordance with the Supplemental Carbon Policy. Per the price policy, Environmental Operating Solutions is providing a fixed unit cost for a 365 day contract. The HRSD Estimate is based on estimated annual usage during the trial period and fixed price quote.

This work is in accordance with the Commission Adopted Procurement Policy.

CONSENT AGENDA ITEM 3.b.7. – June 27, 2023

Subject: MicroC 3200 Solution Blanket Purchase Agreement
Contract Award (>\$200,000)

Recommended Action: Award a blanket purchase contract for MicroC 3200 Solution to Environmental Operating Solutions Inc. in the estimated amount of \$113,717 for year one with four annual renewal options and an estimated cumulative value in the amount of \$568,585.

Regulatory Requirement: None

HRSD Estimate: \$122,731

Contract Description and Analysis of Cost: This contract is an agreement to supply and deliver MicroC 3200 solution to the Virginia Initiative Plant and York River Treatment Plant on an as needed basis. MicroC 3200 is a waste methanol and used in the denitrification process. This is an estimated use contract developed and utilized in accordance with the Supplemental Carbon Policy. The contract will be renewed for a new five-year term until another supplier challenges the current product or the treatment plant determines this product is no longer needed.

Cost structure consists of a monthly base unit price that changes monthly based on the Methanex Index and a fixed differential (multiplier) provided by the Environmental Operating Solutions. The HRSD Estimate is based on current estimated annual usage and the FY24 Budget Projection. The projection reflects an average total annual unit price since this fluctuates on a monthly basis.

This work is in accordance with the Commission Adopted Procurement Policy.

CONSENT AGENDA ITEM 3.c.1. – June 27, 2023

Subject: Interceptor Systems Pump Station Control and SCADA Upgrades and Enhancements
Contract Change Order (>25% or \$50,000)

Recommended Action: Approve a change order with Savant Ltd in the amount of \$64,554.

CIP Project: GN012800

Regulatory Requirement: None

Budget	\$28,034,079
Previous Expenditures and Encumbrances	(\$24,185,027)
Available Balance	\$3,849,052

Contract Status:	Amount	Cumulative % of Contract
Original Contract with Name	\$257,666	
Total Value of Previous Change Orders	\$0	%
Requested Change Order No. 1	\$64,554	
Total Value of All Change Orders	\$64,554	25.05%
Revised Contract Value	\$322,220	
Time (Additional Calendar Days)		0

Project Description: The Interceptor System SCADA was implemented in the 1990's and has been maintained by HRSD staff since installation. This project will replace and improve components of the SCADA system to ensure that compliance with regulatory requirements is maintained and that supervisory control is provided. Components of the system that will be evaluated for replacement and/or improvements include: PLC control, differential pressure cells/other wet well level monitoring, CCTV security, panel gauge upgrades (digital display of WW levels), pressure switch abandonment, telemetry equipment, computer software and hardware.

Project Justification: HRSD owns and operates approximately 81 pump stations and pressure reducing stations. Local control and SCADA equipment is in need of assessment and replacement for operational improvements and in response to EPA's unilateral Administrative Order. The current system utilizes various control scenarios from advanced VFD with PLC control to maintain wet well levels and pressures to the reliable but dated technology of pressure switches for on/off stations. These systems need to be assessed and updated to meet future capacity optimization control regimes, including RTC (real time control) and/or predictive measures. The current design and operation of the pump station controls and SCADA system do not promote proper data acquisition, supervisory control, or emerging control technologies.

Change Order Description: This change order includes installation and configuration of Cisco routers for use on SCADA projects at various locations. The Cisco routers are used to maintain product conformity on all SCADA equipment.

Analysis of Cost: The cost for this project is reasonable based on previous similar projects completed by Savant Ltd.

This work is in accordance with Commission Adopted Procurement Policy.

CONSENT AGENDA ITEM 3.d.1. – June 27, 2023

Subject: SWIFT Program Management (Program Management Services for FY-2024)
Task Order (>\$200,000)

Recommended Action: Approve a task order with AECOM in the amount of \$8,550,616.

CIP Project: GN016320

Regulatory Requirement: Integrated Plan – SWIFT

Budget	\$80,000,000
Previous Expenditures and Encumbrances	(\$51,655,251)
Available Balance	\$28,344,749

Contract Status:	Amount
Original Contract with AECOM	\$5,264,440
Total Value of Previous Task Orders	\$46,049,632
Requested Task Order	\$8,550,616
Total Value of All Task Orders	\$54,600,248
Revised Contract Value	\$59,864,688

Project Description: The SWIFT Full-Scale Implementation Program (FSIP) Management team is managing the delivery of the advance water treatment facilities to take HRSD's already highly treated wastewater and produce SWIFT water. The Program Management team is also delivering conveyance, wastewater treatment plant improvements, and other such projects to support full-scale SWIFT implementation. The Program Management team will implement the processes, procedures, and systems needed to design, procure, construct, permit, manage, and integrate the new SWIFT related assets.

Task Order Description: This task order will provide professional engineering services during FY-2024 for multiple tasks associated with the program management of the SWIFT FSIP. These services will provide program administration, staff augmentation (approximately five full-time staff), program management (approximately three full-time staff), federal and state agency funding compliance support, program sustainability monitoring, program document controls and information management, public outreach, HRSD's community commitment plan support, annual industry outreach event support, risk identification and tracking, schedule and budget management, quality assurance reviews of deliverables, support of HRSD capital improvement program planning related to the SWIFT FSIP, and technical support of projects on an as needed basis.

Analysis of Cost: The professional engineering services task order includes the scope and fee for the sixth year of the program (FY-2024). It is intended that subsequent program management services scopes and fees will continue to be negotiated annually. The proposed activities and number of hours associated with each task are a reasonable estimate of the effort required. The labor rates for each staff category in the proposed fee are in accordance with the approved FY-2024 labor rates, which reflect an adjustment between three and five percent compared to FY-2023. The program management rate schedule is comparable with the typical rate schedule of HRSD's General Engineering Services providers. The proposed scope, rate schedule, and budget fee are reasonable and appropriate for the sixth year of the program. Compensation for program management services will be on a time and materials basis.

Schedule: Services for FY-2024 July 2023

CONSENT AGENDA ITEM 3.e.1. – June 27, 2023

Subject: Automated Ion Exchange Pilot Skid, Parts, and Services
Sole Source (>\$10,000)

Recommended Action: Approve the use of an Automated Ion Exchange Pilot Skid, Parts, and Services provided by Intuitech, Inc. at the SWIFT Research Center.

Regulatory Requirement: None

Sole Source Justification:

- Compatibility with existing equipment or systems is required
- Support of a special program in which the product or service has unique characteristics essential to the needs of the program
- Product or service is covered by a patent or copyright
- Product or service is part of standardization program to minimize training for maintenance and operation, and parts inventory

Details: Product includes the purchase of an automated ion exchange pilot skid and associated parts as part of SWIFT testing. This is a custom-built automated system that includes four, four-inch columns that can be operated in parallel or in pairs in series as lead-lag. The testing will include non-regenerable anion ion exchange as a polishing step downstream of the granular activated carbon and an evaluation of emerging novel sorbents that have been developed specifically for PFAS removal.

EPA recently published draft primary maximum contaminant levels (PMCLs) for PFAS in drinking water. For SWIFT, the critical contaminants for removal include PFOA and PFOS, and the PMCL was proposed at 4 ng/L each. In the scheme of SWIFT treatment, there are two approaches for cost-effectively meeting this requirement. One is operating GAC contactors with the objective of PFOA/PFOS removal in addition to TOC. This will lead to more GAC utilization and increased cost, and pilot and full-scale work is ongoing at the SRC to quantify the increase in GAC utilization that would be expected at James River and Nansemond. The other approach is to apply non-regenerable anion ion exchange (IX) as a polishing step downstream of GAC. In this case, GAC would continue to be targeted at TOC and other emerging contaminant removal, and it would also remove a large fraction of the incoming PFAS. IX would be used to polish residual PFAS. This approach has the potential to be less expensive on a life cycle basis, but pilot testing is needed to develop the data needed to perform the cost and business case analysis, to select an optimum AIX resin, and to determine appropriate design and operation conditions. In addition, pilot testing will be used to also evaluate emerging novel sorbents that have been developed specifically for PFAS removal. This pilot testing will be conducted at the SRC. While IX was not included in the James River SWIFT design, this could be considered for a future improvement. For Nansemond SWIFT, the basis of design already includes a requirement that the proposing design-build teams provide space and head that would allow for the addition of IX.

Services include general maintenance and repairs as needed.

This work is in accordance with the Commission Adopted Procurement Policy.

CONSENT AGENDA ITEM 3.e.2. – June 27, 2023

Subject: Ethernet Local Area Network (E-LAN) Implementation Services
Sole Source (>\$10,000)

Recommended Action: Approve the use of Arcus Consultants E-LAN Implementation Services for use by the Information Technology Department.

Regulatory Requirement: None

Sole Source Justification:

- Compatibility with existing equipment or systems is required
- Support of a special program in which the product or service has unique characteristics essential to the needs of the program
- Product or service is covered by a patent or copyright
- Product or service is part of standardization program to minimize training for maintenance and operation, and parts inventory

Details: Services include work on HRSD Verizon networks to upgrade treatment plants from wide area network (WAN) to ethernet local area network (E-LAN). The implementation services will provide assistance in maintaining and modernizing the WAN circuits that connect the operations centers to the treatment plants. This will provide control of IP addressing, better performance, stability and bandwidth at and between the treatment plants.

This work is in accordance with Commission Adopted Procurement Policy.

CONSENT AGENDA ITEM 3.e.3. – June 27, 2023

Subject: Osisoft PI System Upgrade Services, Support, and Maintenance
Sole Source (>\$10,000)

Recommended Action: Approve the use of Osisoft LLC's PI System Upgrade Services, Support and Maintenance for use by the Information Technology Department.

Regulatory Requirement: None

Sole Source Justification:

- Compatibility with existing equipment or systems is required
- Support of a special program in which the product or service has unique characteristics essential to the needs of the program
- Product or service is covered by a patent or copyright
- Product or service is part of standardization program to minimize training for maintenance and operation, and parts inventory

Details: Services include upgrade work to the existing Osisoft PI System. The PI System software suite is the historian software used for the HRSD historical master metering sensor data. The software archives, manages, analyzes and reports on large amounts of sensor data collected from many sources.

General support and maintenance will be provided as needed.

This work is in accordance with Commission Adopted Procurement Policy.

CONSENT AGENDA ITEM 3.f.1. – June 27, 2023

Subject: Chincoteague Treatment Plant - Wastewater Treatment Plant Services
HRSD Use of Existing Competitively Awarded Contract Vehicle and Contract Award
(>\$200,000)

Recommended Actions:

- a. Approve the use of the Virginia Association of State College and University Purchasing Professionals Contract #GMU-1631-20 for Wastewater Treatment Plant Services.
- b. Award a blanket purchase contract for Wastewater Treatment Plant Services to Environmental Systems Service, Ltd. (ESS) in the estimated amount of \$94,852 for year one with one annual renewal option and an estimated cumulative value in the amount of \$189,704.

Regulatory Requirement: None

Contract Description and Analysis of Cost: This contract is for wastewater treatment services for the Chincoteague Treatment Plant. ESS will provide all necessary qualified personnel, supervision, equipment, tools, materials, transportation, testing materials (reagents, chemicals, etc.), and incidentals (i.e. daily monitoring reports, routine inspections, and unusual discharge reports) as may be required to perform daily operations, routine maintenance, testing and repair services to ensure efficient and proper operation of the wastewater treatment plant at Sunset Bay South Property located in Chincoteague, Virginia.

ESS will ensure strict compliance with all applicable health and regulatory requirements, including, without limitation, the permit and regulatory requirements of the Virginia State Department of Health and the Virginia Department of Environmental Quality, and all other state and federal regulations. ESS will consult with and take direction from HRSD collaboratively as appropriate or as circumstances may warrant.

If approved, the Notice to Proceed will follow the approval and execution of the Town of Chincoteague Sewer Transfer and Service Agreement.

CONSENT AGENDA ITEM 3.f.2. – June 27, 2023

Subject: Workplace First Aid Supplies and Safety Equipment Services Agreement
HRSD Use of Existing Competitively Awarded Contract Vehicle and Contract Award
(>\$200,000)

Recommended Actions:

- a. Approve the use of the Virginia Department of General Services (DGS) Contract #CTR006400 for Uniforms, Shoes, First Aid, Safety, AEDs.
- b. Award a contract for Workplace First Aid Supplies and Safety Equipment Services Agreement to Cintas Corporation No. 2 in the estimated amount of \$41,054 for year one with four annual renewal options and an estimated cumulative value in the amount of \$205,268.

HRSD Estimate: \$205,268

Regulatory Requirement: None

Contract Description and Analysis of Cost: This contract is an agreement to supply and deliver comprehensive workplace first aid and safety kits for all HRSD treatment plants, main office complexes, vehicles, boats and operations challenge team. The kits will readily provide employees with prompt medical attention due general ill health or injury at the workplace. Kits include but not limited to; standard items such as bandages and generic over the counter medicine as well as critical emergency response items such as tourniquets, foil blankets, and automated external defibrillators. Items included with the kits vary by location and meet the minimum requirements of the American National Standards Institute/International Safety Equipment Association as well as the HRSD Safety Division requirements for OSHA compliance.

Services include restocking of all kits on an as needed basis for all locations.

By utilizing the cooperative contract through DGS, HRSD is receiving 40 percent cost savings.

CONSENT AGENDA ITEM 3.g.1.– June 27, 2023

Subject: Deed of Vacation - Easement
698 Saint Paul's Boulevard, Norfolk and Tax Parcel ID 72803501

Recommended Action: Authorize the vacation of an easement on a parcel owned by the City of Norfolk located at 698 Saint Paul's Boulevard, and authorize the General Manager to execute deed, substantially as presented, together with such changes, modifications and deletions as the General Manager may deem necessary.

Description: As part of the completed South Trunk Sewer Section G Interceptor Force Main Replacement project, a new pipeline was installed in the public right of way along Saint Paul's Boulevard. This project replaced an older pipeline, that crossed through several parking lots in downtown Norfolk, and was conveyed to HRSD by the City of Norfolk in 1967. This new pipeline allowed the older line to be taken out of service, filled and abandoned in-place.

The underlying fee interest is owned by the City of Norfolk, and the City reached out to HRSD asking that we vacate our rights to that easement, allowing future development opportunities.

With the abandonment of the old pipeline and the installation of the new pipeline within the St Paul's Boulevard right of way, HRSD's Operations Interceptor Systems and Planning staff have determined this easement is no longer needed.

The attached [Location Map](#) depicts the easement location.

Agreement Description: The attached [Deed of Vacation](#) has been reviewed by HRSD real estate legal counsel.

Prepared by and Return to:
D. Rossen S. Greene, Esq. (VSB No. 74940)
PENDER & COWARD, P.C.
117 Market Street
Suffolk, VA 23434
Tax Parcel Identification Number 72803501

DEED OF VACATION

THIS DEED OF VACATION is made this ___ day of _____, 2023, by and between the **HAMPTON ROADS SANITATION DISTRICT**, a political subdivision of the Commonwealth of Virginia (“HRSD”) (Grantor for indexing purposes), and the **CITY OF NORFOLK**, a Virginia municipal corporation (Grantee for indexing purposes), whose address is _____;

WITNESSETH:

WHEREAS, Grantee is the owner of certain real property located at 698 Saint Pauls Boulevard, in the City of Norfolk, Virginia, having City of Norfolk Parcel ID 72803501 (the “Property”);

WHEREAS, GRANTOR was conveyed various easements by that certain Deed of Easement, dated the 16th day of February, 1967, from the Norfolk Redevelopment and Housing Authority, a corporation and political subdivision of the Commonwealth of Virginia, and recorded the 6th day of March, 1967, in the Clerk’s Office of the Corporation Court of the City of Norfolk in Deed Book 1078 at Page 11, including an easement across a portion of the Property as item (1) in said Deed of Easement, as follows:

- (1) An easement 20 feet wide (lying in the former right of way of Cumberland Street prior to its closure by Norfolk City Council) extending from the southern line of Brambleton Avenue southwardly to the northern line of Bute Street, as shown on a plat entitled Subdivision of Property of Norfolk Redevelopment and Housing Authority, prepared by Baldwin and Gregg, Civil Engineers and Surveyors, dated

December 16, 1964, and duly recorded in the Clerk's Office of the Corporation Court of the City of Norfolk in Map Book 22 at page 28;

the above-described easement specifically being hereinafter referred to as the "Easement";

WHEREAS, in addition to the Easement being shown on the plat entitled "Subdivision of Property of Norfolk Redevelopment and Housing Authority," prepared by Baldwin and Gregg, Civil Engineers and Surveyors, dated December 16, 1964, and duly recorded in Map Book 22 at page 28 of the Clerk's Office of the Circuit Court of the City of Norfolk, the Easement also appears on the plat entitled "Subdivision of Parcel 8B Property of Norfolk Redevelopment & Housing Authority" recorded in M.B. 31 at page 57 in the aforesaid Clerk's Office, and on that certain plat of survey entitled "Subdivision City of Norfolk Parcels (M.B. 22, PG 28 AND M.B. 31, PG. 57) NORFOLK, VIRGINIA" dated February 17, 2022, and prepared by Division of Surveys Department of Public Works Norfolk Virginia, recorded as Instrument No. 220008690 in the aforesaid Clerk's Office;

WHEREAS, it is the desire and intent of HRSD to vacate the Easement;

WHEREAS, the Grantee and HRSD acknowledge and agree that such vacation is subject to any and all existing pipes, lines, facilities, or appurtenances, if any, existing within or related to the aforesaid easement, all of which HRSD intends to abandon in place and has no duty or obligation to excavate or remove;

NOW THEREFORE, in consideration of the premises and the sum of One Dollar (\$1.00), cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, HRSD does hereby VACATE, QUITCLAIM, AND RELEASE the Easement, and all pipes, lines, facilities or appurtenances, if any, existing therein unto Grantee.

The undersigned warrants that this Deed is made and executed pursuant to authority properly granted.

IN WITNESS WHEREOF, the Hampton Roads Sanitation District (HRSD) Commission has caused this Deed of Vacation to be signed on behalf of HRSD by its General Manager in accordance with authorization granted at the Hampton Roads Sanitation District Commission regular meeting held on June 27, 2023.

GRANTOR:

HAMPTON ROADS SANITATION DISTRICT,
a political subdivision of the Commonwealth of
Virginia

By: Jay A. Bernas (SEAL)
Jay A. Bernas, P.E., General Manager

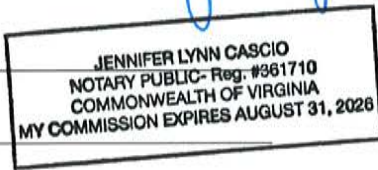
COMMONWEALTH OF VIRGINIA
CITY OF VIRGINIA BEACH; to-wit:

The foregoing instrument was acknowledged before me this 27th day of June, 2023,
by Jay A. Bernas, P.E., General Manager, Hampton Roads Sanitation District.

Jennifer Lynn Cascio
Notary Public

My Commission expires: _____

Notary Registration Number: _____



[AFFIX SEAL]

GRANTEE:

CITY OF NORFOLK,

a Virginia municipal corporation

By: _____ (SEAL)

Name: Dr. Larry H. Filer II

Title: City Manager

ATTEST:

City Clerk

COMMONWEALTH OF VIRGINIA

CITY OF NORFOLK, to-wit:

Sworn to and subscribed before me, a Notary Public in and for the City and Commonwealth aforesaid, by Dr. Larry H. Filer II, City Manager of the City of Norfolk, and by _____, City Clerk of the City of Norfolk, this ____ day of _____, 2023.

Notary Public

My Commission Expires: _____

Registration No.: _____

Approved as to Form and Correctness:

Deputy City Attorney

SURVEYOR'S NOTE
 I, MATHERIE C. MARCHELLO, A LAND SURVEYOR, DO HEREBY CERTIFY THAT THIS PLAT WAS MADE BY ME, THE UNDERSIGNED, AT THE DIRECTION OF THE OWNERS, AND THAT THIS SUBDIVISION IS ENTIRELY WITHIN THE BOUNDARIES OF LAND COVERED BY DEEDS DESCRIBED BELOW, AND THAT CONCRETED STEEL PINS, AS SPECIFIED BY THE SUBDIVISION REGULATIONS OF THE CITY OF NORFOLK, VIRGINIA, ARE ACTUALLY IN PLACE AT POINTS MARKED THIS "S" AND/OR "A" AS SHOWN ON THE ACCOMPANYING LEGEND AND THAT THEIR LOCATIONS ARE CORRECTLY SHOWN.



SIGNED: *Matherie C. Marchello*
 MATHERIE C. MARCHELLO, PLS
 DATE: 03/16/2022

SOURCE OF TITLE
 THE PROPERTY DESCRIBED WITHIN THE LIMITS OF THIS SUBDIVISION WAS CONVEYED TO CITY OF NORFOLK FROM NORFOLK REDEVELOPMENT AND HOUSING AUTHORITY BY INSTRUMENT DATED APRIL 22, 2020 AND RECORDED IN INSTRUMENT # 2201901 IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF THE CITY OF NORFOLK, VIRGINIA.

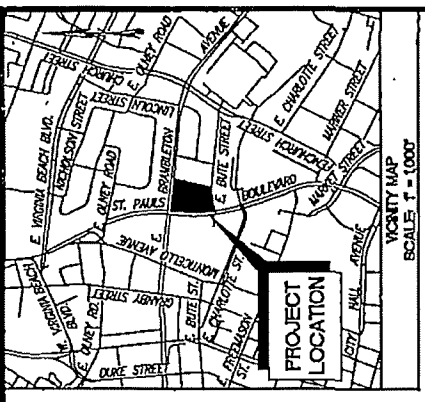
OWNER'S NOTE
 THE PLATTING OR INDICATION OF THE FOLLOWING DESCRIBED LAND, PARCELS, EAC THROUGH SL AND PART OF PARCELS, R.F. 22, PG. 28 AND PARCEL 8B-2, 31, PG. 31, LOCATED IN NORFOLK, VIRGINIA, IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRE OF THE UNDERSIGNED OWNERS.

OWNER: CITY OF NORFOLK, VIRGINIA
 SIGNED: *Patrick Roberts* DATE: 3/16/2022
 PRINTED NAME: ALIAS: *PLLS* TITLE: *CITY CLERK*
 SIGNED: *Patrick Roberts* DATE: 03/16/22
 PRINTED NAME: PATRICK ROBERTS TITLE: *CITY CLERK*

NOTARY'S NOTE
 STATE OF VIRGINIA
 CITY OF NORFOLK, TO WIT:
 I, *Mina D. Bankeris*, A NOTARY PUBLIC, IN AND FOR THE CITY AND STATE AFORESAID, DO HEREBY CERTIFY THAT THE UNDERSIGNED, DEEDLY CITY MANAGERS AND DEEDLY CITY CLERKS, WHOSE NAMES ARE SIGNED HEREON, HAVE ACKNOWLEDGED THE SAME BEFORE ME IN MY CITY AND STATE AFORESAID.

GIVEN UNDER MY HANDS THIS *16th* DAY OF *March*, 2022
 MY COMMISSION EXPIRES *August 31, 2023*
Mina D. Bankeris
 NOTARY PUBLIC
 NOTARY REGISTRATION NUMBER & SEAL
 Mina D. Bankeris
 Commission No. 22099
 My Commission Expires 08/31/2023

- GENERAL NOTES**
1. THE NEIGHBOR SOURCE AND COORDINATES SHOWN HEREON ARE BASED ON THE VIRGINIA COORDINATE SYSTEM OF 1983, SOUTH ZONE (NAD83/1983 HARN).
 2. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE SEARCH AND MAY NOT SHOW ALL EASEMENTS OR COVENANTS AND RESTRICTIONS THAT AFFECT THE PARCELS HEREON.
 3. THE TOTAL AREA ENCOMPASSED WITHIN THIS SUBDIVISION IS 121,627 SQ. FT. OR 2.819 ACRES
 4. THIS PROPERTY APPEARS TO FALL IN FLOOD ZONE X (AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD PLAIN AND ZONE X (SHADED) (0.2% ANNUAL CHANCE FLOOD HAZARD), AS SHOWN ON FLOOD INSURANCE RATE MAP # 510104 DOWNS WITH AN EFFECTIVE DATE OF FEBRUARY 17, 2017. FLOOD ZONE DETERMINATION IS BASED ON FEMA, AND DOES NOT IMPLY THAT THIS PROPERTY WILL OR WILL NOT BE FREE FROM FLOODING OR DAMAGE. CONTACT THE LOCAL COMMUNITY FLOOD OFFICIAL TO CONFIRM THE ABOVE INFORMATION.
 5. UNITS ARE IN U.S. SURVEY FEET.
 6. REFERENCES:
 SUBDIVISION OF PROPERTY OF NORFOLK REDEVELOPMENT & HOUSING AUTHORITY,
 THE CITY OF NORFOLK, VIRGINIA, PARCELS 8B-2 THROUGH 8B-7,
 THE CITY OF NORFOLK, VIRGINIA, PARCELS 8B-2 THROUGH 8B-7,
 M.B. 27, PG. 12 (RIGHT-OF-WAY TAKE),
 *SUBDIVISION OF PARCEL 8B PROPERTY OF NORFOLK REDEVELOPMENT & HOUSING AUTHORITY
 M.B. 31, PG. 87 (PARCEL 8B-7)
 7. BOUNDARY ESTABLISHED BY OCCUPYING "A" BACK SIGHTING "B" AND HOLDINGS "C" AND "T".
 8. CITY EASEMENTS MAY BE REQUIRED IF PROPERTY IS EVER CONVEYED FROM CITY OF NORFOLK OWNERSHIP.



DIRECTOR'S NOTE
 THE UNDERSIGNED CERTIFY THAT THIS SUBDIVISION, AS IT APPEARS ON THIS PLAT, CONFORMS TO THE APPLICABLE REGULATIONS RELATING TO THE SUBDIVISION OF LAND AND IS ACCORDINGLY APPROVED. BY SUCH APPROVAL, THE UNDERSIGNED DO NOT CERTIFY AS TO THE CORRECTNESS OF THE BOUNDARY, STREETS OR OTHER LINES ON THIS PLAT.

APPROVED: *[Signature]* DATE: 3/16/22
 DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT,
 NORFOLK, VIRGINIA

APPROVED: *[Signature]* DATE: 3/29/22
 DEPARTMENT OF PUBLIC WORKS, NORFOLK, VIRGINIA

APPROVED: *[Signature]* DATE: 3/16/22
 DEPARTMENT OF UTILITIES, NORFOLK, VIRGINIA

APPROVED: *[Signature]* DATE: 3/29/22
 DEPARTMENT OF TRANSPORTATION, NORFOLK, VIRGINIA

CLERK'S NOTE
 VIRGINIA
 IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF THE CITY OF NORFOLK, VIRGINIA, ON THE *31st* DAY OF *March*, 2022, AT *3:50 PM*, THIS PLAT WAS THIS DAY RECEIVED AND UPON CERTIFICATE OF ACKNOWLEDGEMENT, HERETO ANNEXED, ADMITTED TO RECORD IN INSTRUMENT NUMBER: *22,000,8690*

TESTE: *George E. Schaeffer*, CLERK BY: *George E. Schaeffer*

SHEET 1 OF 2

SUBDIVISION
CITY OF NORFOLK PARCELS
 (M.B. 22, PG. 28 AND M.B. 31, PG. 57)
 NORFOLK, VIRGINIA

DRAWING SCALE: 1"=30'
 DATE: 02/17/2022
 SCALE: 1"=30'
 DRAWN BY: RLR
 CHECKED BY: ACB

DIVISION OF SURVEYS
 DEPARTMENT OF PUBLIC WORKS
 NORFOLK, VIRGINIA

0 30' 60'

CLERK'S NOTE

IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF THE CITY OF NORFOLK, VIRGINIA, ON
 THE 23RD DAY OF NOVEMBER, 2022, AT 2:20 P.M. THIS DAY RECEIVED AND
 UPON CERTIFICATE OF ADOPTION AND ACKNOWLEDGMENT, HERETO ANNEXED, ADMITTED TO RECORD IN
 INSTRUMENT NUMBER 22-002-06-00

TESTE: George E. Schaefer, CLERK, BY George E. Schaefer, D.C.

LEGEND

- PK NAIL (SET)
- DRILL HOLE (SET)
- IRON ROD (FOUND)
- IRON SQUARE PIN (FOUND)
- ⊗ PK NAIL (FOUND)

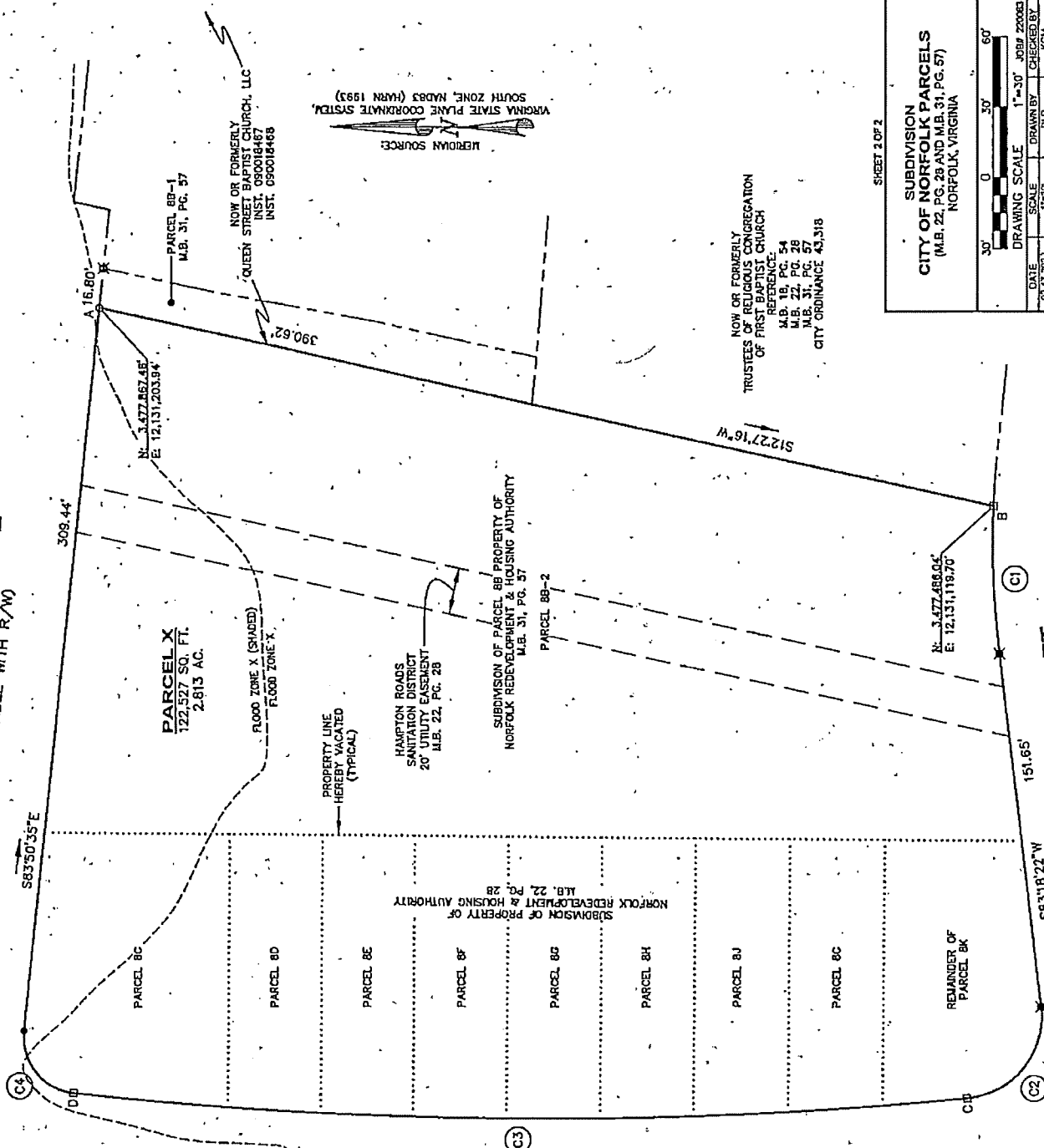
CURVE	RADIUS	LENGTH	TANGENT	DELTA	CHORD	CHORD BEARING
C1	400.00'	62.99'	31.56'	09°01'22"	82.53'	S87°49'03"W
C2	35.00'	55.72'	35.75'	91°12'40"	50.02'	N81°05'18"W
C3	1,880.00'	362.44'	191.88'	11°39'18"	381.78'	N00°20'41"E
C4	24.25'	38.09'	24.24'	85°53'08"	34.25'	N51°09'54"E

GENERAL NOTE
 1. BOUNDARY ESTABLISHED BY OCCUPANCY *; BACK SIGHTING ** AND HOLDING C AND D.

E BRAMBLETON AVENUE
 (VARIABLE WITH R/W)

SAINT PAULS BOULEVARD
 (120' R/W)

E BUTE STREET
 (VARIABLE WIDTH R/W)



SHEET 2 OF 2

SUBDIVISION
CITY OF NORFOLK PARCELS
 (M.B. 22, PG. 28 AND M.B. 31, PG. 57)
 NORFOLK, VIRGINIA

DATE	SCALE	DRAWN BY	CHECKED BY
02-17-2022	1"=30'	MR. [Name]	MR. [Name]

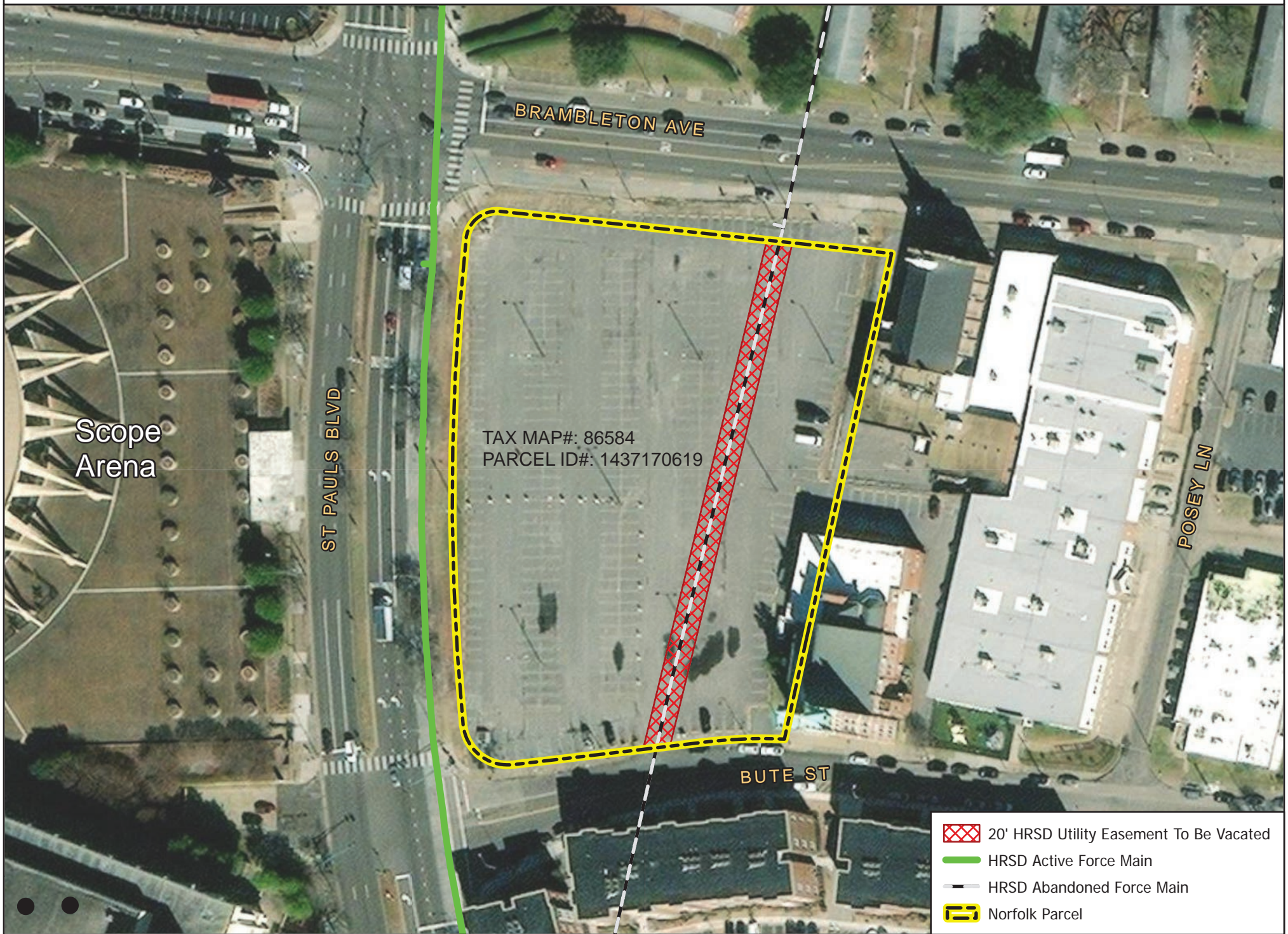
DIVISION OF SURVEYS
 PUBLIC WORKS
 NORFOLK, VIRGINIA





22014 CITY PLAN

P.8

LOCATION MAP

698 ST PAULS BLVD, NORFOLK, VA



-  20' HRSD Utility Easement To Be Vacated
-  HRSD Active Force Main
-  HRSD Abandoned Force Main
-  Norfolk Parcel

HRSD Commission Meeting Minutes
June 27, 2023
Attachment #2

4. 46th Street Diversion Sewer Rehabilitation/Replacement Agreement – Facility Ownership Transfer

AGREEMENT FOR FACILITY OWNERSHIP TRANSFER
OF THE
HAMPTON ROADS SANITATION DISTRICT
46TH STREET DIVERSION SEWER REHABILITATION/REPLACEMENT
(BH014600)

TO
CITY OF NEWPORT NEWS

THIS AGREEMENT FOR FACILITY OWNERSHIP TRANSFER (the "Agreement"), between the CITY OF NEWPORT NEWS ("CITY") and the HAMPTON ROADS SANITATION DISTRICT ("HRSD"), is entered into this 23rd day of May, 2023 (the "Effective Date").

RECITALS

R:1. HRSD is constructing its 46TH STREET DIVERSION SEWER REHABILITATION/REPLACEMENT project as shown on Exhibit 1 (the "Improvements"); and

R:2. The CITY agrees to accept ownership, operations, and maintenance of the Transfer Facilities (the "Transfer Facilities"), included in the Improvements and also shown on Exhibit 1, following final completion of construction under the terms and conditions set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the above provisions and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

I. DESIGN OF IMPROVEMENTS

A. Plans and Specifications

1. HRSD will employ Ramboll Americas Engineering Solutions, Inc. ("ENGINEER"), to prepare plans and specifications for the design of the Improvements. A location map showing both the Improvements and the Transfer Facilities is shown on Exhibit 1.
2. HRSD, in coordination with the ENGINEER, will review and approve a set of final plans and specifications for the Improvements (the "Final

Plans and Specifications”).

B. Compliance

All design work shall comply with HRSD’s Design and Construction Standards, latest edition, and the Hampton Roads Planning District Commission Regional Construction Standards, latest edition, and CITY’s Utility Policy and Design and Construction Standards, latest edition. Any changes to the Final Plans and Specifications shall be approved by HRSD.

II. CONSTRUCTION OF IMPROVEMENTS

A The current estimated total cost of the construction of Improvements (the “Improvement Costs”), as more particularly defined by the Final Plans and Specifications and Project Documents (as hereinafter defined) is \$9,419,297.00.

B. Approval of Construction Contract Documents; Contractors; Change Orders

1. Except as otherwise provided in this Agreement, HRSD shall be responsible for preparing, finalizing, and executing any and all front end documents, construction contracts, architectural contracts, engineering contracts, drawings, surveys, bidding documents, bonds, insurance documents, and all amendments, revisions and modifications thereto, relating to the construction of the project (collectively, the “Project Documents”).
2. The contractors and any subcontractors (the “Contractors”) awarded the construction contract by HRSD for the Improvements (the “Construction Contract”) shall be responsible for all necessary permits and approvals necessary for the Improvements
3. HRSD shall acquire all necessary plan approvals and property acquisitions related to the Improvements prior to the award of the Construction Contract.
4. HRSD will review and approve shop drawings related to the Improvements.
5. HRSD will review and approve the scope of work and fee for the construction administration and inspections related to the Improvements.
6. HRSD will review and approve change orders related to the Improvements.

C. Payment of Cost of Improvements

1. The Improvement Costs shall be apportioned among the parties as follows:
 - a. HRSD will administer and be responsible for bearing one hundred percent (100%) of the Improvement Costs.
 - b. Costs associated with any change to the estimated costs or scope of the Improvements shall be as follows:
 - (1) HRSD shall be solely responsible for costs due to a change order requested by HRSD; and
 - (2) City shall be solely responsible for costs due to a change order requested by City, which must be approved in writing by HRSD; and
 - (3) Change orders related to design errors, omissions or changed field conditions shall be the responsibility of HRSD.
2. During the course of construction, HRSD shall compensate the Contractors and other individuals and entities providing materials and/or services related to the Improvements for all Improvement Costs.

D. Operation and Maintenance of the Improvements during and after Construction

1. HRSD shall be responsible for operation and maintenance of the Improvements during construction.
2. CITY shall be responsible for operation and maintenance of the Transfer Facilities upon completion of construction.
3. HRSD and the CITY agree to cooperate and coordinate for the operations and maintenance of any interconnections between the Improvements and the Transfer Facilities.

E. Facility Ownership Transfer

1. Upon construction completion of the Improvements ("Final Construction Completion"), HRSD shall transfer ownership of the following Transfer Facilities to the City:
 - a. Approximately 45 linear feet (LF) of 4-inch PVC sanitary sewer

lateral on 48th Street.

- b. Approximately 25 LF of 6-inch PVC sanitary sewer lateral on 46th Street.
 - c. Approximately 140 LF of 12-inch PVC sanitary sewer on 38th Street.
 - d. On Washington Avenue, 10 sanitary sewer manholes, approximately 514 LF of 12-inch PVC sanitary sewer, 514 LF of 8-inch PVC sanitary sewer, 32 LF of 4-inch PVC sanitary and associated laterals.
 - e. Approximately 235 LF of 24-inch PVC sanitary sewer on West Avenue.
 - f. On 33rd Street, 2 sanitary sewer manholes, approximately 216 LF of 24-inch PVC sanitary sewer and 12 LF of 12-inch PVC sanitary sewer.
 - g. On 31st Street, approximately 20 LF of 8-inch PVC sanitary sewer, 420 LF of 2-inch PVC force main, one submersible grinder lift station and associated valve vault.
2. Upon notification from HRSD to the City of Final Construction Completion, ownership of the Transfer Facilities shall automatically transfer and vest with the City, and the City will assume ownership, operation and maintenance of the Transfer Facilities. The Parties agree to execute such further documentation or instruments as are necessary to confirm, effect, and memorialize the transfer of the Transfer Facilities from HRSD to the City.

III. SCHEDULE

The construction is anticipated to begin by August 2022 and be complete by September 2023. If the construction dates listed herein are substantially delayed, HRSD reserves the right to terminate this Agreement.

IV. OBLIGATIONS OF HRSD AND THE CITY

A. Public Meetings

HRSD will be responsible for noticing and holding any public hearings or other open meetings required under applicable law. The parties agree to cooperate reasonably and assist each other in the conduct of such meetings.

B. Bidding of the Improvements

1. HRSD will issue bidding documents for construction of the Improvements. The CITY agrees to provide administrative support during the bidding phase. In particular the CITY shall:
 - a. Attend the preconstruction meeting.
2. HRSD will receive bids for construction of the Improvements. All bids received will be reviewed and approved by HRSD prior to award of the Construction Contract. HRSD shall negotiate in good faith to resolve financial matters with regards to bidding the Improvements. The bidding procedure shall be conducted in accordance with the Virginia Public Procurement Act and the HRSD Procurement Policy.

C. Administration

HRSD shall provide contract administration of the Improvements.

D. Inspection

HRSD shall provide inspection for the Improvements. The inspector(s) shall have the authority to assure the Improvements are constructed in accordance with the Project Documents.

E. Progress Meetings

ENGINEER shall arrange and conduct monthly progress meetings. HRSD and CITY shall attend and participate in these meetings.

F. Deeds and Easements

1. HRSD shall obtain any and all necessary fee simple deeds and/or deeds of easement needed for the Improvements.

G. Correction of Construction Defects in the Improvements or Breach

1. HRSD shall require the Contractors to provide a performance and payment bond for the full amount of the construction of the Improvements. The Construction Contract shall also provide for a warranty of the Contractor's work against construction defects in the Improvements and shall require the Contractor to correct such defects that are reported by HRSD or the CITY within one (1) year of Final Construction Completion. In awarding the Construction Contract, HRSD shall ensure that any such warranty is assignable to the CITY

upon transfer of ownership of the Transfer Facilities in accordance with this Agreement.

2. The Parties understand that pursuant to this Agreement, HRSD may enter into Project Documents with Contractors or other third parties who will perform work for the benefit of the CITY. In the event of the threatened or actual breach of any such Project Document by any such Contractor or third party, the Parties agree that at the request of the Party benefited by the Project Document, the Parties will work together to exercise any and all of the rights, powers and privileges conferred by the Project Documents to remedy such breach in as full and ample manner as is permitted thereunder; provided, however, nothing herein contained shall be deemed to impose upon the Party who is benefited by the Project Document any liability for the performance of any obligation of the Project Document to which they are not a party. To the extent the exercises of any such rights, powers, or privileges shall generate costs or expenses, including but not limited to attorney's fees, those costs shall be borne by the Party requesting the enforcement or other action under the Project Document. If both Parties wish to initiate enforcement or other action, the costs thereof shall be shared equally, or as otherwise agreed by the Parties.

H. Construction Record Drawings

ENGINEER shall provide HRSD and the CITY approved construction record drawings in accordance with HRSD's Design and Construction Standards, latest edition, Hampton Roads Planning District Commission Regional Construction Standards, latest edition, and CITY's Utility Policy and Design and Construction Standards, latest edition.

V. GENERAL PROVISIONS

- A. Governing Law. This Agreement shall be governed as to all matters whether of validity, interpretations, obligations, performance or otherwise exclusively by the laws of the Commonwealth of Virginia, and all questions arising with respect thereto shall be determined in accordance with such laws. Regardless of where actually delivered and accepted, this Agreement shall be deemed to have been delivered and accepted by the parties in the Commonwealth of Virginia.
- B. Termination. This Agreement may be terminated by the CITY or HRSD (i) without cause upon written notice to the other party; (ii) with cause in the event that the other party materially breaches this Agreement and such breach is not cured within sixty (60) days of the defaulting party's receipt of written notice of such breach from the non-defaulting party; or (iii) by mutual

agreement of the CITY and HRSD. Anything herein or elsewhere to the contrary notwithstanding, any such termination of this Agreement shall not relieve the parties of their obligation to pay all of the Improvement Costs incurred prior to termination, whether or not those amounts are due and payable as of the termination date. Furthermore, in the event of termination without cause, the terminating party shall reimburse the non-terminating party for its reasonable, out-of-pocket costs incurred with regard to the Project through the date of termination.

- C. Notice. Any notice, communication or request under this Agreement shall be provided in writing by either (a) a nationally recognized overnight delivery service (next business day service), (b) electronic mail with confirmation of receipt, or (c) hand-delivery, if the receipt of the same is evidenced by the signature of the addressee or authorized agent, to CITY and to HRSD at the respective addresses herein shown, unless this Agreement is modified in writing to reflect other addresses:

For: HRSD
General Manager
1434 Air Rail Avenue
Virginia Beach, VA 23455
Telephone: (757) 318-4335
Email: generalmanager@hrsd.com

With Copy to:
Robyn H. Hansen, Esquire
Sands Anderson PC
263 McLaws Circle, Suite 205
Williamsburg, VA 23185
Telephone: (757) 276-8243
Email: rhansen@sandsanderson.com

For: City of Newport News
Director of Engineering
2400 Washington Avenue, 8th Floor
Newport News, Virginia 23607
Telephone: (757) 933-2311

With Copy to:
City Attorney
2400 Washington Avenue, 9th Floor
Newport News, Virginia 23607
Telephone: (757) 926-8416

- D. Assignment. No party may assign its rights under this Agreement without the prior written consent of the other party.
- E. Amendment. This Agreement may be amended only by a written instrument duly executed by the parties.
- F. Severability. If any provision of this Agreement or the application thereof to any circumstance shall be determined to be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall continue to be valid, in effect and enforceable to the fullest extent permitted by law.
- G. Insurance. HRSD and the CITY have the right to review and approve insurance coverage in the various insurance categories that HRSD and the CITY deem necessary to be carried by the Contractor or any other parties to this Agreement. Proof of insurance shall be provided at the request of HRSD or the CITY and the insurance coverage shall be maintained during the term of this Agreement.
- H. Term of Agreement. The term of the Agreement will commence on the date the Agreement is entered into and be completed when each party has completely performed its obligations hereunder.
- I. Force Majeure. No Party shall be responsible for its failure to fulfill an obligation pursuant to this Agreement to the extent that such failure is due to acts of God; labor strikes; war or terrorism; epidemics/pandemics; fires; floods; the actions of a third party; lockouts; strikes, freight embargos, and unusually severe weather or delays of subcontractors due to such causes. A Party experiencing a force majeure event that prevents fulfillment of a material obligation hereunder shall (a) give the other Party prompt written notice describing the particulars of the event; (b) suspend performance only to the extent and for the duration that is reasonably required by the force majeure event; (c) use reasonable efforts to overcome or mitigate the effects of such occurrence; and (d) promptly resume performance of the affected obligation if and when such Party is able to do so.
- J. Waiver. No waiver of breach of any term or provision of this Agreement shall be construed to be, or shall constitute, a waiver of any other breach of this Agreement. No waiver shall be binding unless in writing and signed by the parties waiving the breach. The failure of any party to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Agreement shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation. The rights and remedies provided by this Agreement are


cumulative and the use of any one right or remedy by any party shall not preclude or waive the right to use any or all other remedies. Such rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

- K. Integration. This Agreement constitutes the entire understanding among the parties. No provision of this Agreement may be waived, modified or amended except by an instrument signed by the party against whom the enforcement of such waiver, modification or amendment is sought.
- L. Authority. CITY and HRSD both warrant that they have permission and authority derived under their respective corporate Charters and Enabling Acts to execute and undertake this Agreement. This Agreement shall apply to, and be binding upon both Parties, their elected officials, officers, agents, employees, successors, and assigns, to the maximum extent permitted by law.
- M. Compliance with Law. Each Party warrants that it has complied with all aspects of applicable federal, state, and local law in entering this Agreement and further warrants that it shall comply with all applicable federal, state, and local laws in the performance of this Agreement.
- N. Binding Effect. This Agreement shall inure to the benefit of the Parties and shall, to the maximum extent permitted by law, be binding on the Parties and their successors and assigns.
- O. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any Party whose signature appears thereon, and all of which shall together constitute one and the same instrument. A signature affixed or delivered electronically will be considered an original.

Signature pages follow

IN WITNESS WHEREOF, the Hampton Roads Sanitation District (HRSD) 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 June 27, 2023.

HAMPTON ROADS SANITATION DISTRICT

By 
Jay A. Bernas, PE, General Manager

COMMONWEALTH OF VIRGINIA,
CITY OF VIRGINIA BEACH, to-wit:

The foregoing Agreement was acknowledged before me this 27th day of June, 2023, by Jay A. Bernas, PE, HRSD General Manager.


Notary Public

My commission expires:

Registration No.:

JENNIFER LYNN CASCIO
NOTARY PUBLIC- Reg. #361710
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES AUGUST 31, 2026

IN WITNESS WHEREOF, the City of Newport News (CITY) has caused this Agreement to be signed by the City Manager on its behalf pursuant to Resolution adopted by the City Council on May 23, 2023.

CITY OF NEWPORT NEWS

By: Cynthia D. Rohlf
Name: Cynthia D. Rohlf
Title: City Manager

Attest:

Mabel Washington Jenkins
City Clerk

Approved as to Form:

Coll Shroyer
City Attorney

COMMONWEALTH OF VIRGINIA,
CITY OF NEWPORT NEWS, to-wit:

The foregoing Agreement was acknowledged before me this 6th day of June, 2023, by Cynthia D. Rohlf, City Manager, and Mabel Washington Jenkins, City Clerk.

Carol L. Nardozi
Notary Public

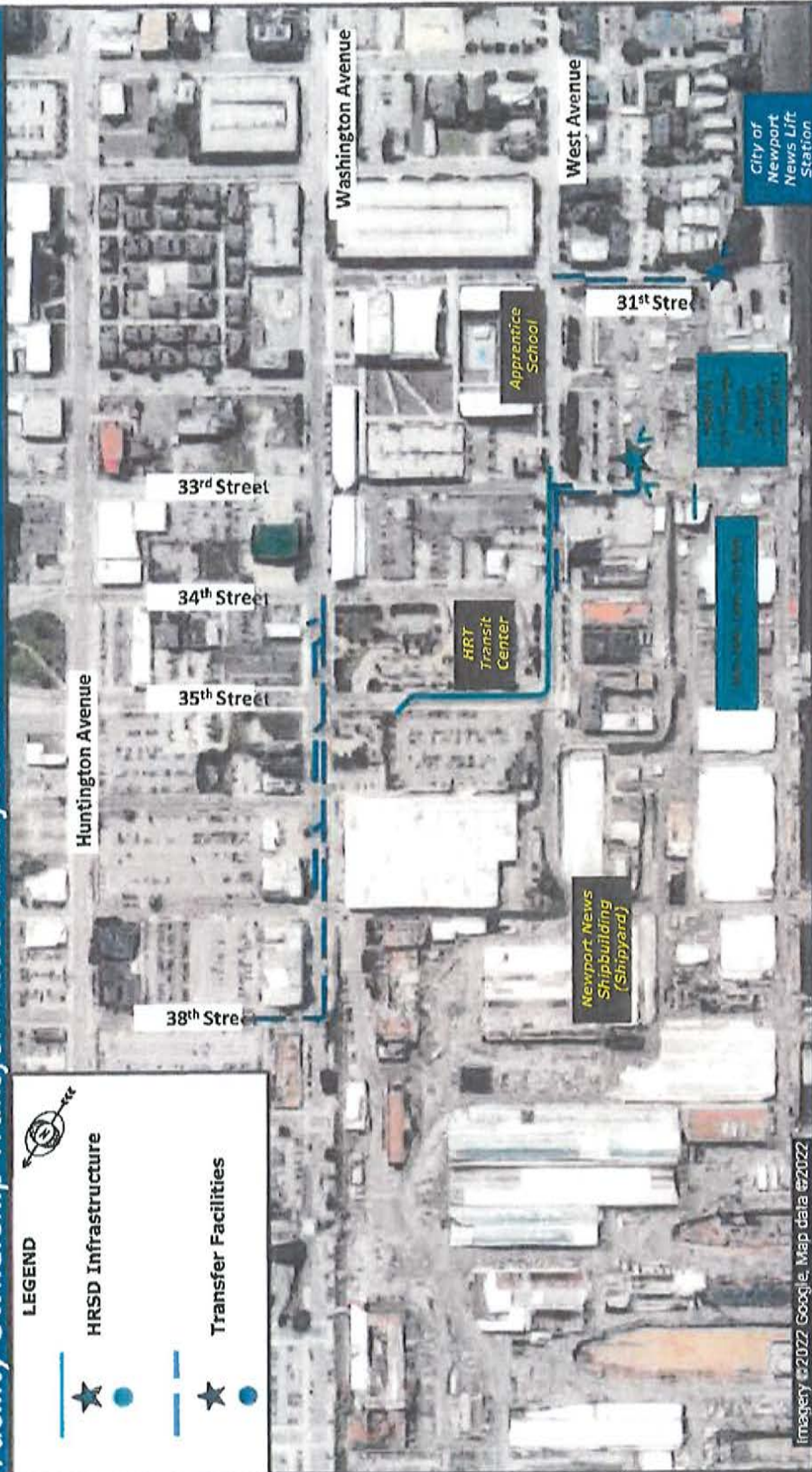
My commission expires: 9/30/2023

Registration No.: 7511821



Exhibit 1 - Improvements Detailed Description / Location Map

Exhibit 1 46th Street Diversion Sewer Rehabilitation/Replacement Facility Ownership Transfer: Asset Identification

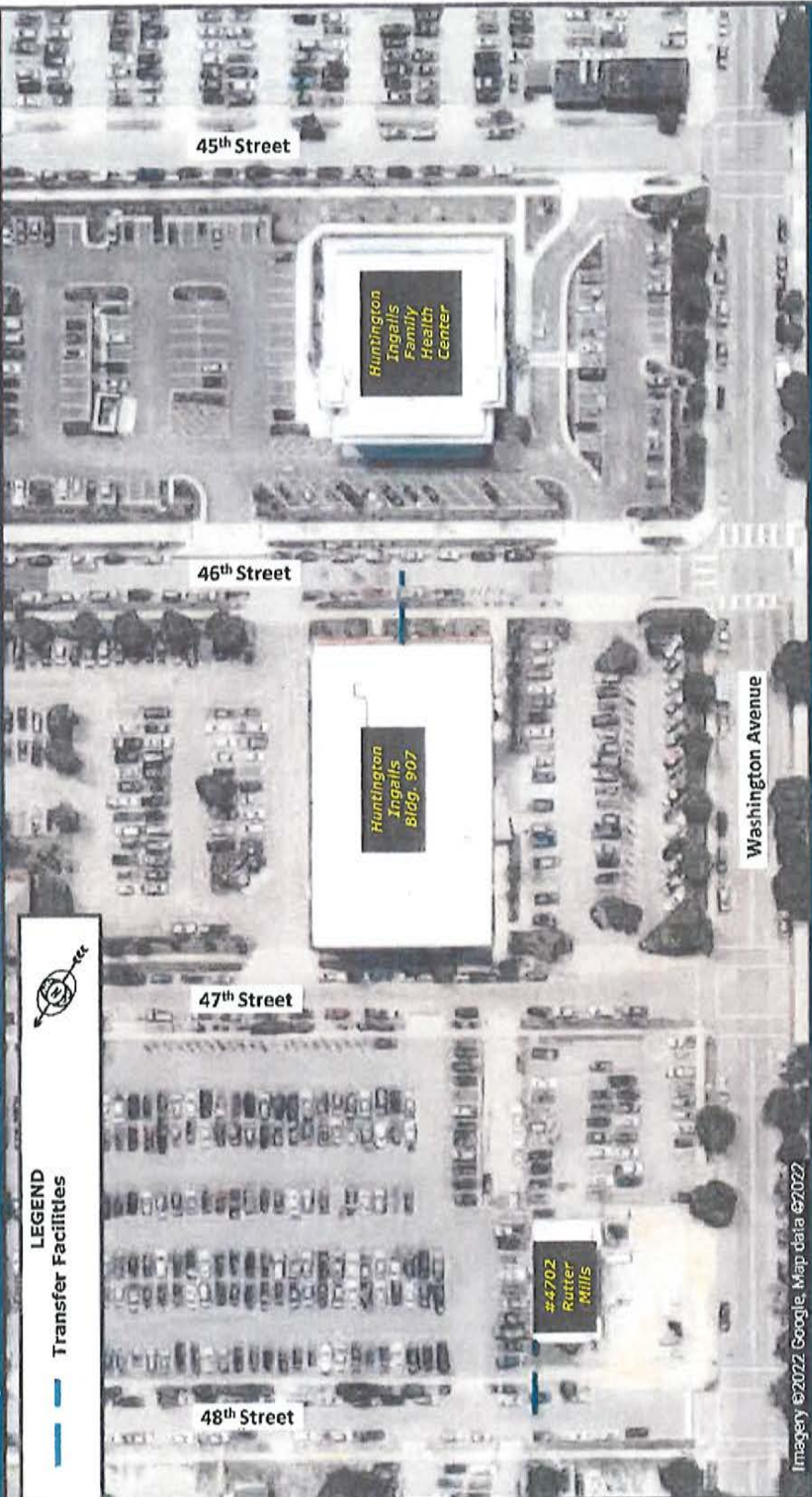


The vision of HRSD is that future generations will inherit clean waterways and be able to keep them clean.

Exhibit 1
46th Street Diversion Sewer Rehabilitation/Replacement
Facility Ownership Transfer: Asset Identification

LEGEND

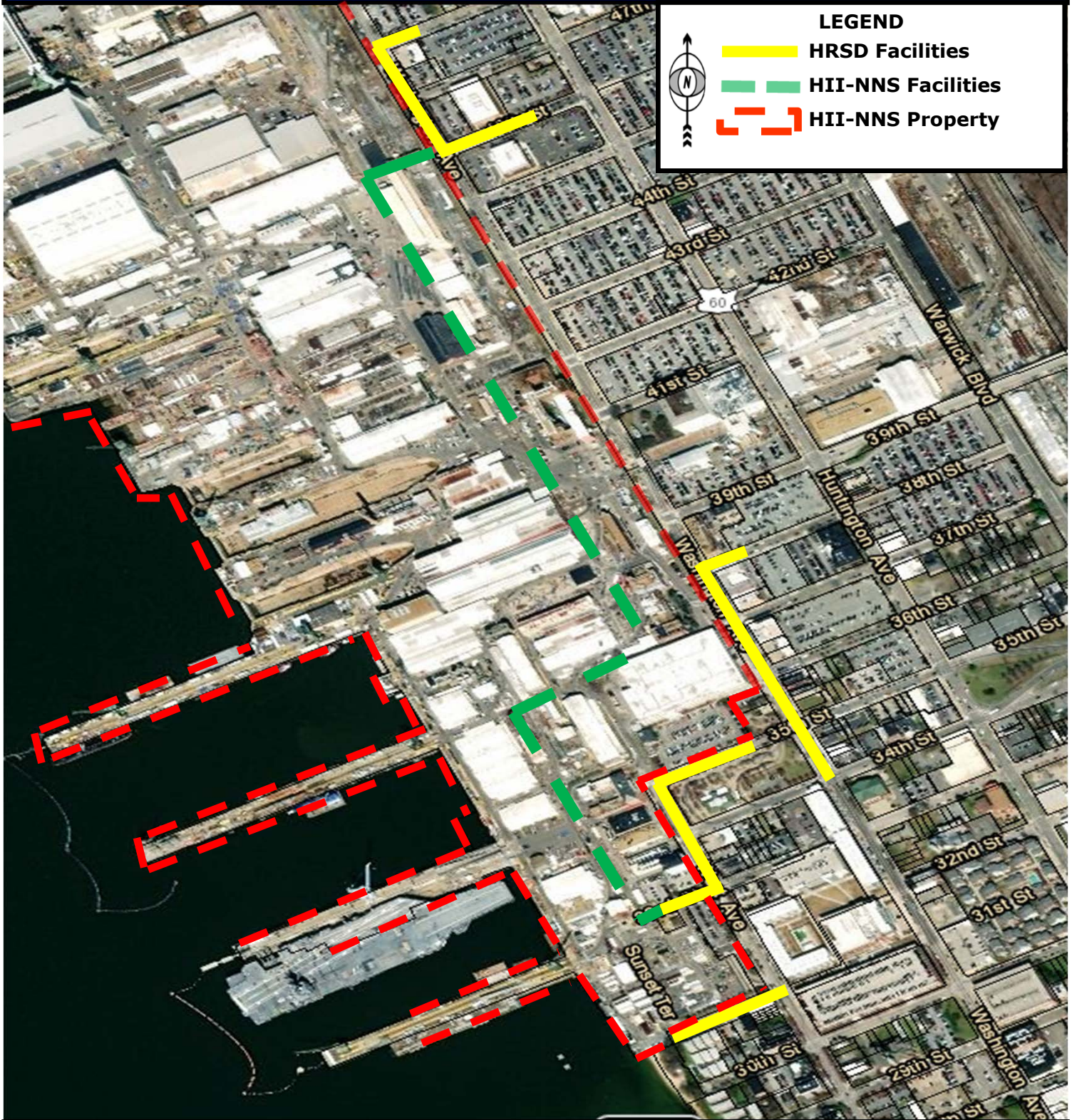
- Transfer Facilities



The vision of HRSD is that future generations will inherit clean waterways and be able to keep them clean.

EXHIBIT 1

HRSD



46th Street Diversion Sewer Rehabilitation / Replacement

HRSD Commission Meeting Minutes
June 27, 2023
Attachment #3

5. Town of Chincoteague
Sewer Transfer and Service Agreement

HRSD Commission Meeting Minutes
June 27, 2023
Attachment #4

7. Onancock Meter Replacement
Initial Appropriation

SEWER TREATMENT PLANT TRANSFER AND SERVICE AGREEMENT

This SEWER TREATMENT PLANT SEWER TRANSFER AND SERVICE AGREEMENT, is made on this 22nd day of September, 2023 (the “**Effective Date**”) by and between the TOWN OF CHINCOTEAGUE, a political subdivision of the Commonwealth of Virginia (hereinafter referred to as the “**Town**”) and HAMPTON ROADS SANITATION DISTRICT, a political subdivision of the Commonwealth of Virginia (hereinafter referred to as “**HRSD**”) (each individually a “**Party**” and collectively, the “**Parties**”).

RECITALS

R:1. The Town owns and operates two wastewater treatment plants situated in Chincoteague, Virginia, described in more detail herein and further shown on **Exhibit A** (collectively, the “**System**”). The System is located beneath, upon, and over easements, rights of way, strips of land, and other real property interests, including but not limited to fee simple interests in the real property underlying the System (the “**Property Interests**”) as further shown on that certain plat titled “Plat of Tax Map #30A5-35-CA and Tax Map #30A3-A-6,” etc., prepared by JMT and last revised August 9, 2023, a copy of which is attached hereto as **Exhibit B** (the “**Plat**”). As of the date hereof, the Property Interests and System are leased to Sunset Bay Utilities, Inc. The term of said lease will expire upon the earlier of the transfer of the System to HRSD or December 29, 2023, as provided in said lease.

R:2. The Town has determined that it would be in the best interests of its citizens to transfer ownership and operational responsibility of the System to HRSD, and has therefore requested that HRSD work with the Town to have the System and Property Interests transferred to and accepted by HRSD. HRSD has agreed to accept and operate the System and Property Interests upon the terms and conditions stated in this Agreement.

R:3. In conjunction with this transfer, the Parties entered into a Memorandum of Understanding as of December 20, 2022 with Sunset Bay Utilities, Inc., Sunset Bay South Condominium Association, Inc. (the “**Association**”), Sunset Bay, LLC, and Chincoteague Sunsets, L.L.C., stating that upon transfer of the System, the Town will reimburse HRSD the total cost of renovating and reconditioning the System up to Two Hundred and Fifty Thousand and 0/100 dollars (\$250,000) in the aggregate, to insure continued uninterrupted sewer service to the Association and Town, and the Parties desire to incorporate that commitment into this Agreement.

AGREEMENT

NOW THEREFORE, for and in consideration of the mutual covenants contained herein and the sum of Ten Dollars (\$10.00) cash in hand, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Transfer of the Facilities. The Town agrees to convey, and HRSD agrees to accept, upon the terms, provisions, and conditions hereinafter set forth, the System, as well as all Property Interests and any other Town owned real property interests within the property shown

on the Plat that the Parties have determined are needed for the operation of the System in the Town. Said Property Interests shall include the improvements thereon and fixtures thereto attached that are owned by the Town as of the date of this Agreement. The Town will acquire and convey to HRSD fee simple interests as part of the Property Interests. Furthermore, should any easement, right of way, strip of land, or other real property interest located within the property shown on the Plat necessary to operate the System be discovered at any time to be lacking from the Property Interests herein conveyed, the Town shall take the necessary action, and execute and deliver any other documents reasonably necessary or appropriate, to convey such interest to HRSD.

The Town further agrees to transfer to HRSD all easements, highway permits, and all rights, including rights for installation, operation, maintenance, repair, relocation, renewal of, and access, to the System that lie either within or without public streets or public places of rights of way, together with all documents and information in the Town's possession relating to the System and Property interests, in each case as the same exist on the date of transfer of the Facilities to HRSD. The System, Property Interests, and other associated interests, real and personal, are referred to herein as the "**Facilities**". The Parties agree to execute such further documentation or instruments as are necessary to confirm, effect, and memorialize the conveyance and transfer of the Facilities from the Town to HRSD, all of which must be consistent with this Agreement and shall not impose any material expense or liability on either party beyond what is provided for herein. Within thirty (30) days of the Effective Date, the Town will deliver to HRSD, at no cost to HRSD, without representations or warranties, true and complete copies of all documents and information relating to or affecting the Facilities that are within the Town's possession or control.

Upon transfer of the Facilities as contemplated hereunder, the Town will thereafter reimburse HRSD the total cost of HRSD's work renovating and reconditioning the System up to Two Hundred and Fifty Thousand and 0/100 dollars (\$250,000) in the aggregate, to insure continued uninterrupted sewer service to the Association and Town. HRSD shall provide the Town with periodic invoices detailing costs to be reimbursed hereunder. HRSD shall also provide with each invoice such other reasonable supporting documentation as the Town may request. Within thirty (30) days of its receipt of such invoice, the Town shall reimburse HRSD for the costs as detailed in the invoice.

Furthermore, the Town will transfer to and/or reimburse HRSD, as applicable, for the approximately \$7,600,000 in state funds requested in the Fiscal Year 2024 budget for wastewater treatment improvements to the Facilities for the Town of Chincoteague, Virginia, to the extent actually received by the Town.

2. **Title to the Facilities.** The Town represents and warrants that it owns fee simple absolute title to all of the real estate herein conveyed. The Town shall convey marketable title to the Property Interests and other property interests that are among the Facilities by special warranty deed, free and clear of any liens or encumbrances which, in the reasonable judgment of HRSD, have 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 reasonable rates. Prior to accepting the Property Interests conveyed

pursuant to this Agreement, HRSD shall have received a commitment for an owner's policy of title insurance, which commitment shall include a report of the state of title to such Property Interests showing title to be marketable, in all ways satisfactory to HRSD and free and clear of all liens and encumbrances except those that will be satisfied at closing and the usual utility easements not adversely affecting title to the Property Interests. All costs related to title examination and title insurance shall be borne by HRSD. Promptly after receiving the title commitment, HRSD shall notify the Town of any liens and encumbrances to which HRSD objects (the "**Title Objections**"). Within seven (7) days of the Town's receipt of this notice, the Town will notify HRSD whether it will cure the Title Objections. All costs related to curing the Title Objections shall be borne by the Town. If the Town does not timely respond, it will be deemed to have declined to cure the Title Objections. If the Town declines or is deemed to have declined to cure the Title Objections and the Parties cannot resolve the Title Objections through negotiation within sixty (60) days after the Town's initial title response, either Party may terminate this Agreement at any time thereafter upon written notice to the other Party. In such event, the Parties shall have no further obligation to each other.

3. **HRSD Sewer Services.** No later than sixty (60) days after the Facilities are transferred to HRSD and incorporated into its system, HRSD agrees to provide sewer treatment services to the customers shown on **Exhibit C** hereto (the "**Sewer Service Areas**"), pursuant to and in accordance with its standard practices and controlling law and the provisions stated herein. HRSD shall be responsible for and entitled to all rights, obligations, and responsibilities associated with the provision of sewer service, including but not limited to the installation, maintenance, operation, and repair of the System (except as otherwise provided herein) and the collection of payment for such services. HRSD agrees to treat the sewage generated within the areas designated as Sewer Service Areas in accordance with all applicable laws, regulations, policies of HRSD, including but not limited to HRSD's Industrial Wastewater Discharge Regulations. HRSD agrees to provide adequate capacity to treat all sewage generated within the areas currently designated as Sewer Service Areas in accordance with all applicable laws and regulations at HRSD's cost, provided HRSD has permitted treatment capacity on Chincoteague Island to treat and discharge the sewage locally. Notwithstanding the foregoing, the parties agree that permitted treatment capacity may not exist for the current Sewer Service Areas during peak periods, and HRSD agrees to nonetheless accept and treat the sewage generated therefrom, including through the use of pump and haul disposal. HRSD's determination of adequate capacity will be reasonably anticipated and based upon current and future land use as approved in the Town's Comprehensive Plan. Town agrees to notify HRSD of any proposed future changes to the Comprehensive Plan's land use designations that will impact HRSD's treatment capacity in order to allow HRSD the opportunity to evaluate and advise the Town as to whether HRSD can reasonably accommodate any such impact.

4. **Expansion of Sewer Service Area.** The Town's sewer service areas may be subsequently amended or expanded by the Town, through designation in the Town's Comprehensive Plan (including any necessary Virginia Code §15.2-2232 review) and an approved resolution of the Town Council. HRSD may expand the HRSD Sewer Service Area to be in alignment with the Town's sewer service areas if requested by the Town, and the provision of local treatment is viable as determined by HRSD. The Parties acknowledge that expansions of the Sewer Service Area are anticipated to accommodate additional developer connections, and

subsequently connections of the United State Coast Guard and Town allocated connections, all of which will be addressed in accordance with the provisions of this Agreement.

5. **Sewer Collection Systems.** HRSD is not responsible for the construction or funding of any new sewer collection systems and/or extensions of existing collection systems. The Town may enter into agreements with third parties for such purposes and may impose and collect connection and other fees for such costs in addition to any charges that may be imposed and collected by HRSD. Charges and/or connection fees due to Town resulting from agreements between Town and third parties existing on the date of this Agreement shall continue to be collected by the Town and HRSD shall have no rights or responsibilities related to such charges. The Town will be responsible for establishing all necessary new accounts for any such new or extended system. Any such new or extended sewer collection systems shall be connected to the System only upon written approval and acceptance by HRSD. For clarity, under this Agreement, HRSD will not accept, own or operate any collection systems in the Town. Before any collection systems are eligible to be conveyed to HRSD, they must meet HRSD standards. Upon meeting HRSD's standards and final inspection requirements, any such collection systems may be conveyed to HRSD upon a mutually acceptable amendment to this Agreement providing for their transfer to HRSD in the same manner and upon the same terms and conditions as prescribed for the conveyance of the System herein.

6. **HRSD Operation of Facilities.** HRSD shall maintain and operate the Facilities, including the System, in accordance with all applicable laws and regulations, with the goal of providing the following levels of service:

- a. **Treatment Facilities:** Permit compliance for ninety-nine percent (99%) of all permit parameters in a calendar year.
- b. **System Odors:** Investigation into source and/or cause of odor complaints within two (2) days of notification. Corrective action to remediate as soon as possible thereafter.

7. **HRSD Expansion / Town Cooperation.** The Town shall cooperate with and support HRSD in the planning, scheduling, locating, and constructing of new or replacement facilities, including as follows:

- a. The Town shall promptly notify HRSD in writing of any proposed changes to the Town's Comprehensive Plan, as well as any proposed developments in the Town pursuant to the existing Comprehensive Plan, with potential to add sewer flow to HRSD Facilities or require expansion of the Facilities.
- b. The determination of whether to expand the HRSD Facilities, undertake new construction, or accept new sewer flow shall be in HRSD's sole discretion. Projects requiring HRSD Facilities expansion or construction of new facilities will only be incorporated into the System once HRSD agrees to undertake and thereafter completes the work necessary to accept the proposed new sewer flow. HRSD Facilities expansion may include but is not limited to:

- i. Facilities expansion and/or construction;
 - ii. Additional treatment capacity, beyond current permitted capacity.
- c. If HRSD Facilities expansion or new construction requires Town zoning, site plan, or other administrative approvals, the Town agrees to provide reasonable cooperation and assistance with regard to the same.
- d. If Town requests and HRSD agrees to the expansion or new construction of HRSD Facilities, including pipelines and pump stations, on Town-owned real property, including easements and fee simple interests, the Town shall provide the necessary Town-owned real property to HRSD at no cost to HRSD.
- e. Any relocation of HRSD Facilities at the request of the Town shall be at the Town's cost, including facilities on Town owned land or within public rights-of way.

8. Billing. All sewer customers shall be HRSD customers and billed for services in accordance with the current HRSD Rate Schedule and applicable policies. The Town agrees to reasonably cooperate with HRSD to provide information in the Town's possession that is necessary to bill current customers, including but not limited to including HRSD bills with the bills sent by the Town for water service. The process by which new connections and customers are added to the System shall be agreed to by HRSD and the Town by separate billing agreement. If requested by HRSD, the Town agrees to assist in debt collection efforts on delinquent accounts within the Town and not to interfere with any such efforts.

9. Third Party Services. HRSD, at its sole discretion, may self-perform or contract for provision of any or all services required to fulfill HRSD's obligations under this Agreement.

10. Town Right of First Refusal. At such time as HRSD shall determine, in its sole discretion and in accordance with the HRSD Commission adopted policy for Disposition of Real Property, that any of the Property Interests are no longer useful or necessary for the purposes of HRSD, HRSD shall offer to convey to the Town, at no cost to the Town, said Property Interests, before otherwise disposing of said Property Interests pursuant to the HRSD Commission adopted policy for Disposition of Real Property. If requested by the Town, the Parties shall execute a recordable instrument containing the terms of the right of first refusal, which instrument may be recorded by the Town at its expense.

11. General Provisions.

- a. Entire Agreement. This Agreement, and any exhibits or attachments made hereto and the documents referenced in this Agreement, represent the full agreement and understanding of the Parties hereto, there being no additional agreements written, oral or otherwise.
- b. Amendment. This Agreement may be amended only with written approval of both of the parties hereto.

- c. Assignment. HRSD may assign or transfer this Agreement in whole or in part with written approval from the Town.
- d. Authority. Town and HRSD both represent and warrant that they have permission and authority derived under their respective controlling law, corporate charters, and enabling acts to execute and undertake this Agreement and that all necessary actions of the Chincoteague Town Council to allow execution of this Agreement have been completed, and that all necessary Resolutions and actions of the Commission of HRSD to allow execution of this Agreement have been completed. This Agreement shall apply to, and be binding upon both parties, their elected officials, officers, successors, and assigns, in their official capacity, to the maximum extent permitted by law.
- e. Notices. All notices, communication or request required pursuant to the terms of this Agreement shall be provided in writing by either (1) hand-delivery if the receipt of the same is evidenced by the signature of the addressee or authorized agent, (2) electronic mail with confirmation of receipt, (3) a nationally recognized overnight delivery service (next business day service), addressed to Town and to HRSD at the respective addresses herein shown, unless this Agreement is modified in writing to reflect other addresses:

Town of Chincoteague	HRSD
c/o Michael T. Tolbert PE Town Manager	c/o Jay Bernas, General Manager
6150 Community Dr.	1434 Air Rail Avenue
Chincoteague, Va. 23336	Virginia Beach, VA 23455
Email: mtolbert@Chincoteague-va.gov	Email: generalmanager@hrsd.com
Telephone: (757) 336-6519	Telephone: (757) 318-4335

With Copies to:

HRSD Counsel:
 Robyn Hansen
 Sands Anderson PC
 4801 Courthouse Street, Suite 203
 Williamsburg, VA 23188
 Email: Rhansen@sandsanderson.com

And

Michael L. Sterling
 Woods Rogers Vandevanter Black PLC
 101 W. Main Street, Suite 500
 Norfolk, VA 23510
 Email: Mike.Sterling@wrvblaw.com

- f. Compliance with Law. Each Party warrants that it has complied with all aspects of applicable federal, state, and local law in entering this Agreement and further warrants that it shall comply with all applicable federal, state, and local laws in the performance of this Agreement.
- g. No Violation. The execution of this Agreement by the Parties will not violate any covenant, condition, or contract to which the Parties hereto are subject at the time of execution.
- h. Governing Law; Venue. This Agreement shall be governed as to all matters whether of validity, interpretations, obligations, performance or otherwise exclusively by the laws of the Commonwealth of Virginia, and all questions arising with respect thereto shall be determined in accordance with such laws. Regardless of where actually delivered and accepted, this contract shall be deemed to have been delivered and accepted by the parties in the Commonwealth of Virginia.
- i. Enforcement. The failure of either Party to enforce the terms of this Agreement shall not be considered a waiver as to the enforceability of such terms. If any provision of this Agreement is found to be unenforceable, the remainder of this Agreement shall remain in full force and effect.
- j. Survival. This Agreement shall survive settlement and conveyance of title and shall terminate only upon the written agreement of both parties.
- k. Force Majeure. No Party shall be responsible for its failure to fulfill an obligation pursuant to this Agreement to the extent that such failure is due to acts of God; labor strikes; war or terrorism; the actions of another Party; lockouts; or other events not reasonably within the control of the Party claiming force majeure. A party experiencing a force majeure event that prevents fulfillment of a material obligation hereunder shall (a) give the other party prompt written notice describing the particulars of the event; (b) suspend performance only to the extent and for the duration that is reasonably required by the force majeure event; (c) use reasonable efforts to overcome or mitigate the effects of such occurrence; and (d) promptly resume performance of the affected obligation if and when such Party is able to do so.
- l. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any Party whose signature appears thereon, and all of which shall together constitute one and the same instrument. A signature affixed or delivered electronically will be considered an original.
- m. Binding Effect. This Agreement shall inure to the benefit of the parties and shall, to the maximum extent permitted by law, be binding on the Parties and their successors and assigns.

- n. Survival. All representations and warranties contained herein shall survive closing and conveyance of the Property Interests.
- o. Reservation. Except as expressly provided herein, nothing in this Agreement shall be construed to limit or otherwise affect the authority, rights, or responsibilities of the parties.
- p. Regulatory Approvals. Notwithstanding anything in this Agreement to the contrary, HRSD approval is contingent on receipt of a release, in a form satisfactory to HRSD, of any and all security interests in the Facilities related to grants and/or loans from USDA, VRA and DEQ. Failure to provide this release shall nullify this Agreement.
- q. Commission Approval. This Agreement is contingent on the review and approval by Hampton Roads Sanitation District Commission and upon such Commission granting authorization to the General Manager to proceed under the terms of this Agreement.
- r. Town Approval. The Agreement is contingent on approval by majority vote of the Chincoteague Town Council and the granting of authority to the Town Manager or designee to take such action as may be necessary to implement the terms of this Agreement, provided that any proposed conveyance of property shall be approved by the Chincoteague Town Council in accordance with state law.


[Signatures on following pages]

Signature page to Sewer Treatment Plant Transfer and Service Agreement

IN WITNESS WHEREOF, the Town has caused this Agreement to be signed on its behalf by its duly authorized officers in accordance with authorization granted at meetings held on January 3, 2023 and September 21, 2023.

TOWN:

Approved as to form:



Michael L. Sterling, Esq.
Outside Counsel for the Town

Date:

9/22/23

Town of Chincoteague, Virginia

By:



Title: Michael T. Tolbert, Town Manager

Date:

9/22/23

Signature page to Sewer Treatment Plant Transfer and Service Agreement

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 June 27, 2023.

HRSD:

By:  _____
Jay Bernas, General Manager

Date: 8/15/2023

EXHIBIT A

DEPICTION OF EXISTING WASTEWATER TREATMENT PLANT

[See attached.]

Exhibit A "The System"

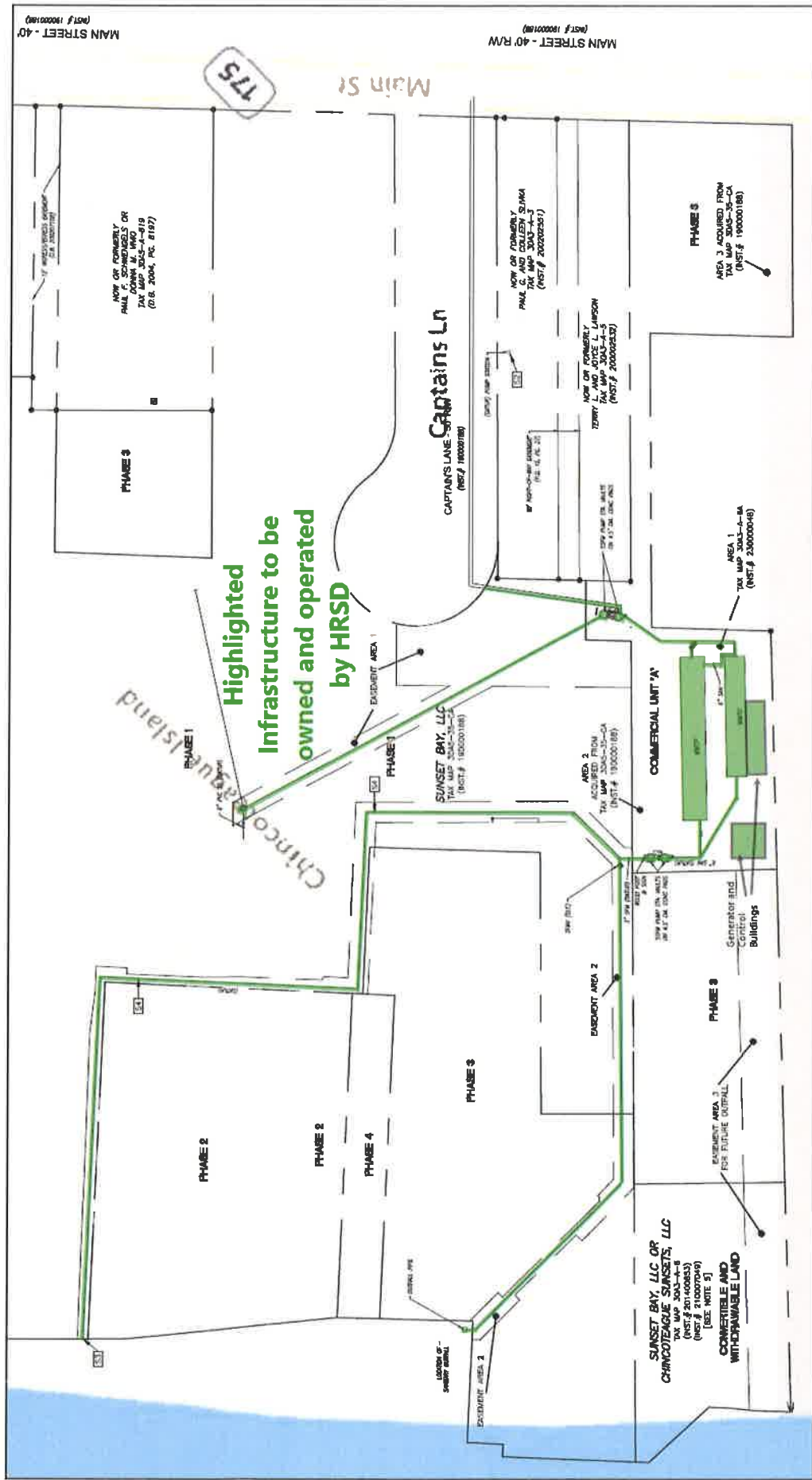
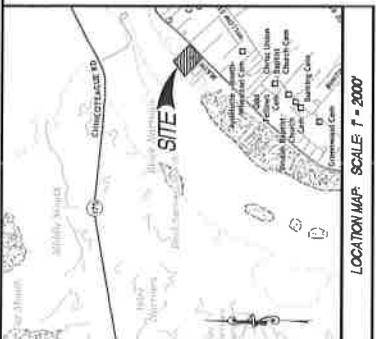


EXHIBIT B

PLAT

[See attached.]



SURVEY NOTES:

- THIS LIMITED LOCATION SURVEY WAS COMPLETED UNDER THE DIRECT AND RESPONSIBLE CHARGE OF MARK A. HASKETT, L.S. #1728 FROM AN ACTUAL GROUND SURVEY. THE ORIGINAL DATA WAS OBTAINED DURING MAY 2022, AND THIS MAP OR DIGITAL GEOSPATIAL DATA INCLUDING METADATA MEETS MINIMUM ACCURACY STANDARDS UNLESS OTHERWISE NOTED.
- THE MERIDIAN SOURCE FOR THIS SURVEY IS BASED ON THE VIRGINIA STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NAD 1983. ALL LOCATIONS ARE GPS DERIVED.
- BUILDINGS SHOWN HEREON ARE APPROXIMATE ONLY AND BASED ON LIMITED FIELD LOCATION AND PLANS RECORDED IN INSTRUMENT #190000188.
- CAPTAIN'S LAKE IS MAINTAINED PRIVATELY PER INSTRUMENT #190000188.
- SUNSET BAY SOUTH CONDOMINIUM UNIT OWNERS ASSOCIATION, INC.'S AGREEMENT TO THE AGREEMENT AFTER CERTIFICATE AND DOCUMENTS IN CONNECTION THEREWITH AND THE INCLUSION OF THIS PLAT AS EXHIBIT A THERETO DOES NOT REFLECT AGREEMENT OR ANY ADMISSION BY THE SUNSET BAY SOUTH CONDOMINIUM ASSOCIATION, INC. THAT THE PARCEL IDENTIFIED AS TAX MAP 30A5-A-6 AND 30A5-35-CA ARE OWNED BY CHINCOTEAGUE SUNSETS, LLC, SUNSET BAY, LLC, OR ANY OTHER ENTITY.
- THE "SUNSET BAY SOUTH CONDOMINIUM" LABEL MEANS THAT THE PROPERTY SO LABELED IS COMMON ELEMENT OWNED BY THE UNIT OWNERS IN PROPORTION TO THE COMMON ELEMENT INTEREST ASSIGNED TO THEIR RESPECTIVE UNITS BY THE CONDOMINIUM INSTRUMENTS.
- SUNSET BAY, LLC WAS THE DECLARANT FOR SUNSET BAY SOUTH CONDOMINIUM CREATED AND RECORDED ON MARCH 12, 2007 (INSTRUMENT # 200701300).

UTILITY DESIGNATION NOTES

- GENERAL NOTES:**
 GNT. An underground utility investigation was performed by Johnson, Mirmiran & Thompson, Inc., dated May 27, 2022. JMT designated and marked conductive underground utilities at specific points at the property utilizing industry standard indicated hence, interpretation and the accurate signals are indicated hence.
- GN2. The utility sizes indicated in the designation information are based on information supplied by the utility owner (either by written records or by verbal information).
- GN3. Complete utility records were not available for all of the utilities. As such, other utilities may be present within the limits and not shown. Due to the non-conductive nature of some utilities, JMT is unable to guarantee that all utilities have been designated and accounted for. JMT cautions that additional underground utilities may be present within the project limits.

SEWER NOTES:

- S1. The alignment of the sanitary lines is based on field investigations and verbal owner information only. No plans available to confirm alignment.
- S2. Residential sewer pump station. No records obtained for this system. No electronic signal could be obtained to/from the pump station for the sewer force main. Unable to depict the alignment of the sewer force main from the structure.
- S3. Records indicate a "Future WWP Offfall 3\" Force Main" in this area.
- S4. Records indicate the presence of a 3\" force main in this area. Unable to determine if this facility was installed or remains as "future". See Note S3.

NEW PARCEL AREA TABLE

PARCEL	TAX MAP	AREA	PROPERTY TO BE ACQUIRED	RESIDUAL AREA
ACQUISITION AREA 1 TOWN OF CHINCOTEAGUE	30A3-A-6A	5,664 SQ. FT. 0.130± AC	5,664 SQ. FT. 0.130 AC	0 SQ. FT. 0.0 AC
ACQUISITION AREA 2 CONDOMINIUM	30A5-35-CA	247,633 SQ. FT. 5.68± AC	2,529 SQ. FT. 0.0581 AC	234,787 SQ. FT. 5.380± AC
ACQUISITION AREA 3 SUNSET BAY SOUTH CONDOMINIUM		247,633 SQ. FT. 5.68± AC	10,317 SQ. FT. 0.237 AC	
TOTAL (AREAS 1, 2 AND 3)				
TOWN OF CHINCOTEAGUE	30A3-A-6A	18,504± SQ. FT. 0.424± AC	18,510 SQ. FT. 0.424 AC	0 SQ. FT. 0.00± AC

EASEMENT TABLE

PARCEL	TAX MAP	AREA
EASEMENT AREA 1 SUNSET BAY SOUTH CONDOMINIUM	30A5-35-CA	5,919 SQ. FT. 0.136± AC
EASEMENT AREA 2 SUNSET BAY SOUTH CONDOMINIUM	30A5-35-CA	6,160 SQ. FT. 0.141± AC
EASEMENT AREA 3 SUNSET BAY SOUTH CONDOMINIUM	30A5-35-CA	3,043 SQ. FT. 0.0698± AC
EASEMENT AREA 3 SUNSET BAY, LLC OR CHINCOTEAGUE SUNSETS, LLC	30A3-A-6	2,224 SQ. FT. 0.0510± AC
TOTAL		
TOWN OF CHINCOTEAGUE	N/A	17,346± SQ. FT. 0.396± AC

- REFERENCE DEEDS**
- 070001300 - DECLARATION OF CONDOMINIUM
 - PB 2007 PGS 35-41
 - 070001301 - AMENDMENT NO. 1 PHASE 2
 - PB 2007 PG 42
 - 08000789 - AMENDMENT NO. 2 PHASE 3
 - PB 2008 PGS 31 & 32
 - PB 2008 PG 26
 - 08005554 - AMENDMENT PURCHASE OF BOAT SLIPS
 - 090005536 - AMENDMENT, PHASE 1 LEGAL DESCRIPTIONS, AND PHASE 2, BOAT SLIPS
 - 090005537 - AMENDMENT, PHASE 3 AND PHASE 4
 - 100001643 - DEED OF CONVEYANCE, COMMERCIAL UNIT A
 - 140000853 - AMENDMENT, PHASE 5
 - 140000854 - AMENDMENT, PHASE 6
 - 170000318 - AMENDMENT; WITHDRAWAL OF CONVERTIBLE AND WITHDRAWABLE LAND (SEE NOTE 5)
 - 170004553 - AMENDMENT; WITHDRAWABLE LAND, PHASE 7
 - 180000187 - AMENDMENT; WITHDRAWABLE LAND, PHASE 8
 - 180000187 - AMENDMENT; PHASE 8 PLAT
 - 190000188 - CORRECTIVE AMENDMENT, WITHDRAWN LAND, PHASE 8
 - 190000189 - SPECIAL WARRANTY DEED, SALE OF WITHDRAWN LAND
 - 210007050 - DEED, TRANSFER OF COMMERCIAL UNIT A
 - 2-300000048 - DEED OF GIFT, COMMERCIAL UNIT A TO TOWN

TAX MAP #30A5-35-CA & TAX MAP #30A3-A-6A
 (INST.# 200701300) & (INST.# 2300000048)

PLAT OF
 FOR
 TOWN OF CHINCOTEAGUE

TOWN OF CHINCOTEAGUE, ACCOMACK COUNTY, VIRGINIA
 AUGUST 9, 2023
 SHEET 1 OF 2

JOHNSON, MIRMIAN & THOMPSON
 Engineering & Brighter Future
 273 BENS ROAD, SUITE 400, VECOM BEACH, VA 23682
 (804) 695-1000 • (804) 695-5060 • FAX

SURVEY LEGEND

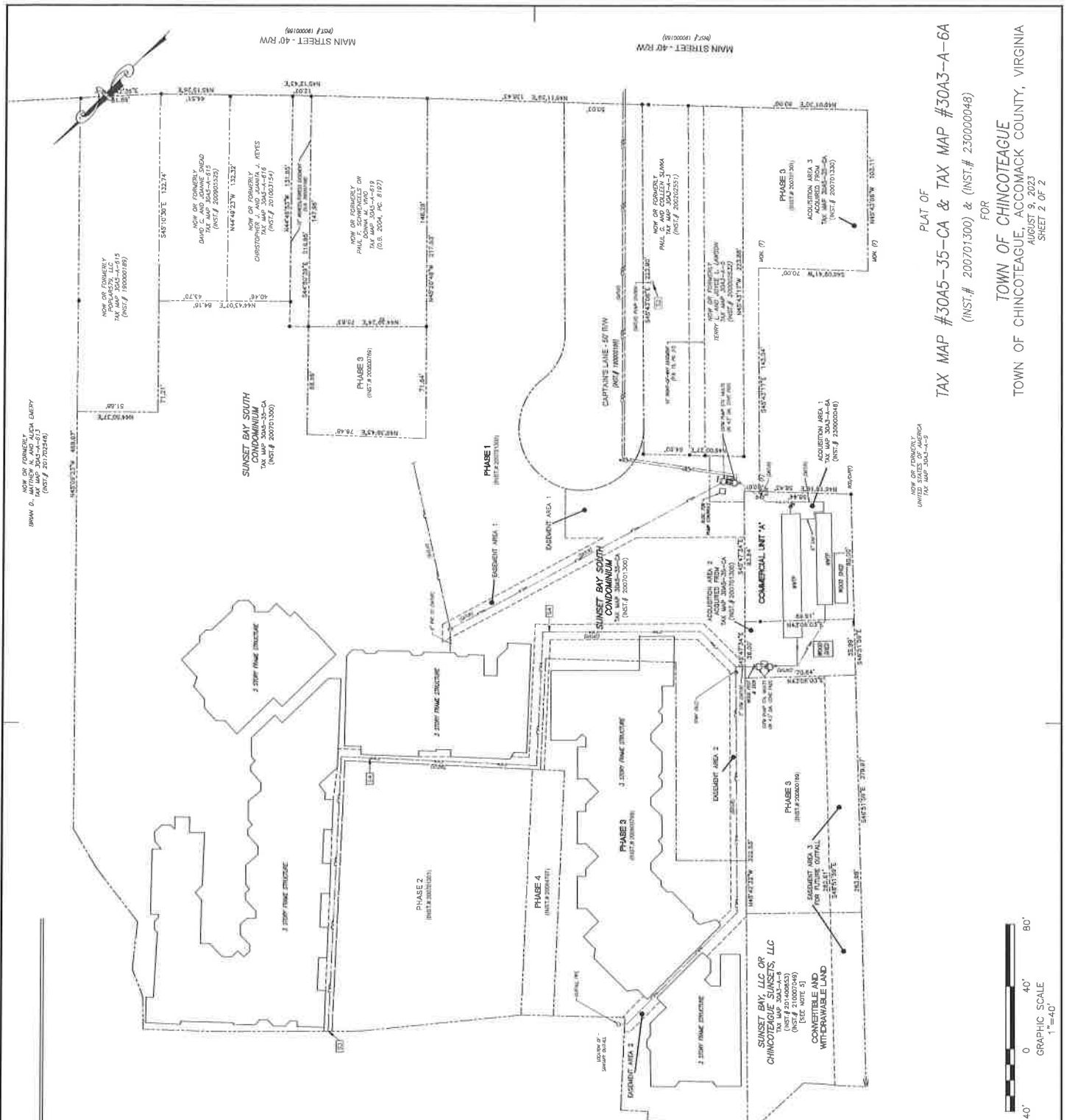
These standard symbols and abbreviations will be found in the drawings.

- BUILDING FACE**
- UP - SANITARY SEWER
 - UG - 8" SANITARY FORCE MAIN
 - UG - 2 1/2" SANITARY FORCE MAIN
 - UG - 1" SANITARY FORCE MAIN
 - UG - 6" SANITARY FORCE MAIN
 - UG - 8" SANITARY FORCE MAIN



EXISTING CONCRETE SURFACE

- EO - END OF INSULATION
- SEWER CLEAN OUT
- PERMANENT LINE PIN FOUND
- EB - ELECTRIC JUNCTION BOX
- EM - ELECTRIC METER
- L/P - LIGHT POLE
- P/P - POWER POLY/UTILITY POLE
- GUT WIRE
- SEWER - SEWER FORCE MAIN VALVE
- SSWM - SEWER MANHOLE
- INDICATES PIPE THAT IS UNABLE TO DETERMINE END OF PIPE LOCATION
- EXCEPT SEE "UTILITY REVISIONS NOTES"
- BDK - BUILDING
- CMP - CORRUGATED METAL PIPE
- CONC - CONCRETE
- DM - STORM DRAIN DROP INLET
- TRMS - TRANSFORMER
- EBJ - ELECTRIC JUNCTION BOX
- ELEC - ELECTRIC
- SD - STORM DRAIN
- STA - STATION
- CONC - CONCRETE
- CMP - CORRUGATED METAL PIPE
- EPP - EXTRUDATED POLYSTYRENE
- OH - OVERHEAD
- P.B. - PAINT BOX
- PS - PAVE
- PPC - POLYPROPYLENE CHLORIDE
- INSTR. - INSTRUMENT
- UNK - UNKNOWN
- UG - UNDERGROUND
- W - WITH

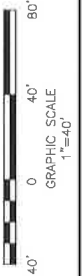


NOW OR FORMERLY
UNITED STATES OF AMERICA
TAX MAP 30A3-A-5

PLAT OF

TAX MAP #30A5-35-CA & TAX MAP #30A3-A-6A
(INST. # 200701300) & (INST. # 230000048)

FOR
TOWN OF CHINCOTEAGUE
AUGUST 9, 2023
SHEET 2 OF 2

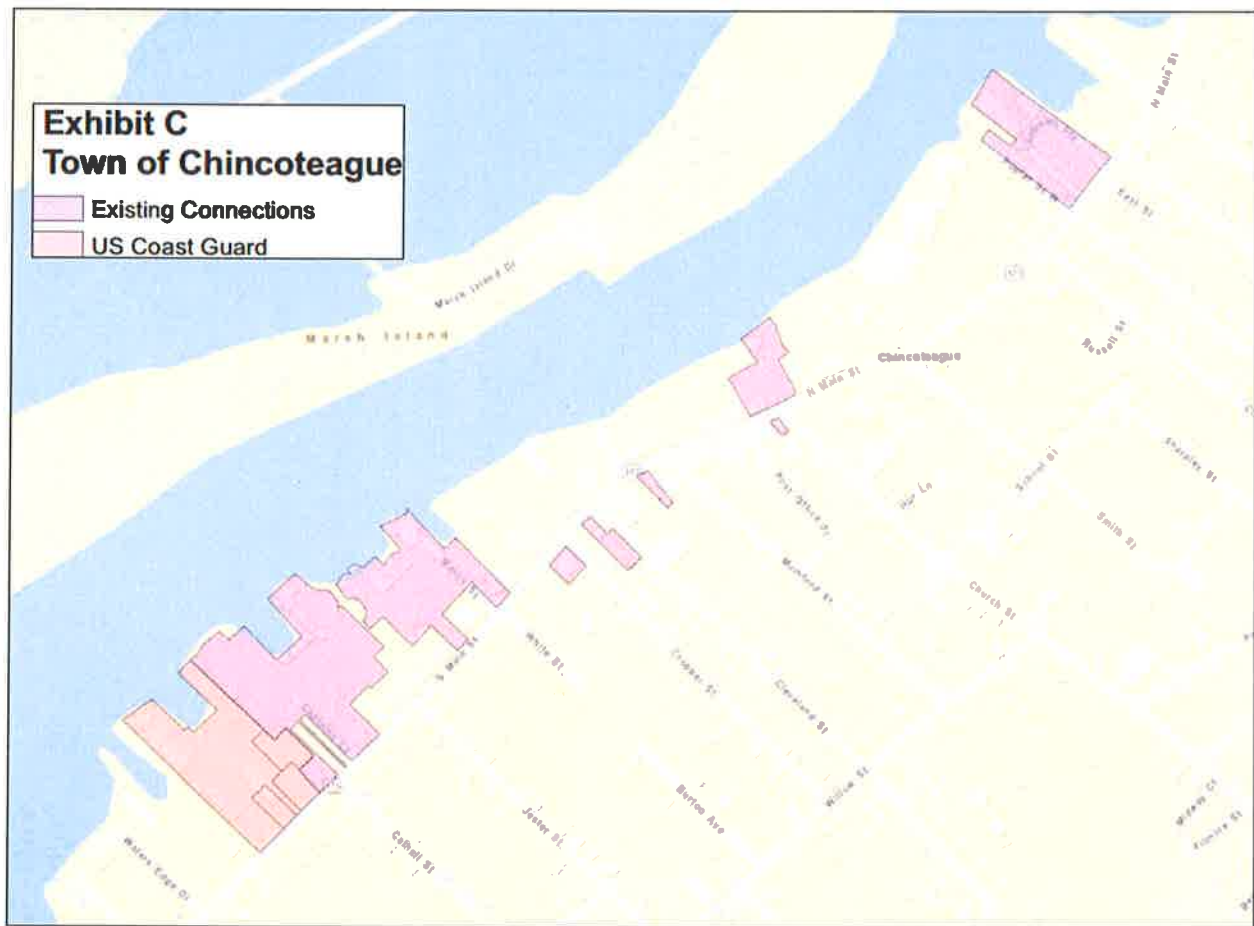


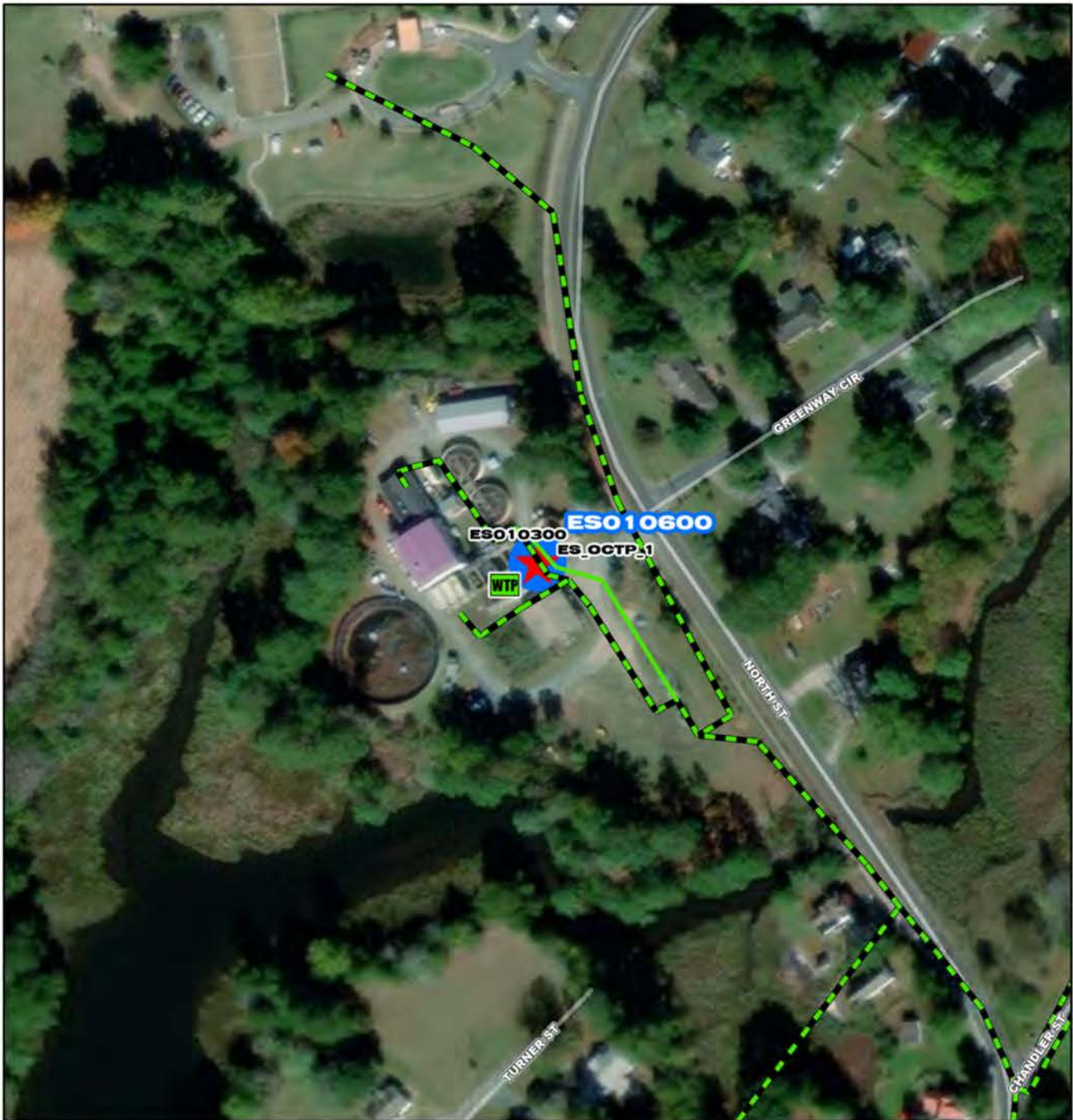
JMT
JOHNSON, MERRIFAN & THOMPSON
Engineering A Brighter Future
221 WESLEY HILL, SUITE 200, WESLEY CHURCH, VA 22150
(703) 608-9858 | (703) 312-5500 | FAX

EXHIBIT C
SEWER SERVICE AREAS

1. Users connected to the System as of the Effective Date of this Agreement.
2. Key West Cottages.
3. Bill's Restaurant.

as shown on the below:



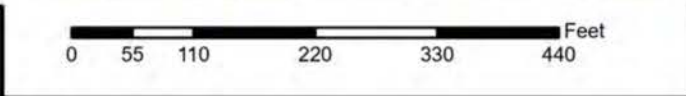


ESO 10600

- Project Interceptor Line
- Project Interceptor Point
- Project Pump Station Point
- Project Area

Legend

- CIP Interceptor Point
- CIP Pump Station Point
- CIP Interceptor Line
- CIP Abandonment
- CIP Project Area
- HRSD Interceptor Force Main
- HRSD Interceptor Gravity Main
- HRSD Treatment Plant
- HRSD Pressure Reducing Station
- HRSD Pump Station



ESO 10600

Onancock Meter Replacement

N
W E
S

CIP Location

HRSD Commission Meeting Minutes
June 27, 2023
Attachment #5

8. Shell Road Interceptor Force Main (SF-144) Segmental Replacement
Initial Appropriation



NPO 15000

- Project Interceptor Line
- Project Interceptor Point
- Project Pump Station Point
- Project Area

Legend

- CIP Interceptor Point
- CIP Pump Station Point
- CIP Interceptor Line
- CIP Abandonment
- CIP Project Area
- HRSD Interceptor Force Main
- HRSD Interceptor Gravity Main
- HRSD Treatment Plant
- HRSD Pressure Reducing Station
- HRSD Pump Station

Feet

0 65 130 260 390 520

NPO 15000

Shell Road Interceptor Force Main (SF-144) Segmental Replacement

N
W —+— E
S

CIP Location

HRSD Commission Meeting Minutes
June 27, 2023
Attachment #6

10. Boat Harbor Treatment Plant Transmission Force Main Section 2 (Land)
Conveyance of Easement
Vacant Parcel off Ironside Drive, Suffolk and Tax Parcel ID: B-1B

TAX PARCEL NO.: 6*35*B1*1
PROJECT: The Point at Harbour View – Private Utility Easement
PARCEL: B-1B
ROUTE/STREET: Ironside Drive
CITY/COUNTY: Suffolk, VA

PURCHASE AGREEMENT

THIS CONTRACT FOR PURCHASE AND SALE, made this 10 day of ~~September~~ 2023, by and among **GAB, LLC**, a Virginia limited liability company, located at 3212 Stone Harbour Court, Suffolk, VA 23435 (the “Buyer”), and **HAMPTON ROADS SANITATION DISTRICT** (“HRSD”), a political subdivision of the Commonwealth of Virginia, located at 1434 Air Rail Avenue, Virginia Beach, Virginia 23455 their successors and/or assigns (the “Landowner”). Collectively, Buyer and Landowner shall be referred to as the “Parties.”

WITNESSETH: Landowner agrees to convey to Buyer the perpetual non-exclusive right, privilege, easement, and right of ingress/egress over, across under and through, for the purpose of laying, erecting, constructing, operating, and maintaining underground wastewater gravity main together with above and/or below ground equipment, accessories, and appurtenances (the “Project”), the following described property of the Landowner, by deed of easement, substantially in the form attached hereto as **Exhibit A**, properly executed, acknowledged, and delivered.

The property to be encumbered with the proposed non-exclusive private gravity sewer easement (hereinafter referred to as "the Property") is described as follows:

That certain cross-hatched area of property referred to as “10’ Private Utility Easement Area” on a plat prepared by Land Planning Solutions, entitled “10’ PRIVATE GRAVITY WASTEWATER EASEMENT EXHIBIT FOR GAB, LLC THE POINT AT HARBOUR VIEW SUFFOLK, VA” and dated May 5, 2023, containing 0.0366 acres (1,593 square feet), more or less, for the proposed non-exclusive private gravity sewer easement, a copy of said exhibit being attached hereto and made a part hereof.

The total consideration for the conveyance provided for herein is **Fifteen Thousand Four Hundred Sixty-Eight and 75/100 Dollars (\$15,468.75)**.

Buyer will restore Landowner’s land and parcel affected as a result of construction of the Project as closely as is reasonably possible to its pre-construction condition or better upon completion of the Project including replacing any landscaping with landscaping acceptable to Landowner. Prior to any work in the Easement the Buyer shall coordinate with and provide notice to Landowner’s staff, and that any work to be performed in the easement must be approved prior thereto by Landowner’s staff.

Buyer hereby agrees that it will perform all such measures in a manner causing as little inconvenience and disruption to the Landowner, and Landowner's invitees, licensees, and occupants as is reasonably possible. Buyer shall indemnify, defend, and hold Landowner harmless from and against any and all losses, costs, damages, liens, claims, liabilities, or expenses (including, but not

limited to, reasonable attorneys' fees, court costs, and disbursements) incurred by Landowner arising from or by reason of Buyer's access to, or use of the area of the Easement. In no event shall Landowner be liable for any damage to, or loss of personal property or equipment sustained by Buyer, whether or not it is insured. Buyer, or its successors shall maintain, at its expense, or cause to be maintained, and keep in force at all times during the term of the Easement, a policy of comprehensive general liability insurance, including a contractual liability endorsement, and personal injury liability coverage, from an insurer reasonably acceptable to Landowner, in an amount of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate, which shall include coverage against claims for any injury, death, or damage to persons or property occurring on, in, or about the area of the Easement and Buyer's use thereof. Landowner shall be named as an additional insured on such insurance policies. Prior to entry onto the property, Buyer shall furnish to Landowner a certificate of insurance evidencing the foregoing coverages, and providing that such insurance policy may not be cancelled on less than thirty (30) days prior written notice to Landowner.

Buyer will maintain the area of the Easement and all facilities that are installed by or on behalf of the Buyer in the Easement. Buyer may not use the Easement in any way that will interfere with the construction, maintenance, or operation of any HRSD operations or projects. Buyer shall have the right to trim, cut and remove trees, shrubbery or other obstructions which interfere with or threaten the efficient and safe construction, operation, and maintenance of said facilities. All brush, branches, and other debris resulting from any cutting, trimming, or clearing of said right of way shall be removed by Buyer from the lands of Landowner for disposal.

Landowner may use the area of the easement for any purpose which is not inconsistent with the rights granted to Buyer, including but not limited to granting utility easements and installing or allowing installation of other utilities in the same area. Without limitations of the foregoing, Landowner may install buildings, structures, and permanent improvements necessary for Landowner's operation or projects, as well as fences, driveways, pavement, signs, parking areas and landscaping. All structures and appurtenant facilities which are installed or placed in the Easements by or on behalf of the Landowner shall be and remain the property of the Landowner, its successors, or assigns.

This conveyance is to be made subject to any easements, restrictions and reservations contained in duly recorded deeds, plats and other instruments constituting constructive notice in the chain of title, which have not expired by a time limitation contained therein or have otherwise become ineffective, and to matters visible upon inspection.

The terms, covenants, and provisions of the Easement shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors, and assigns of the parties.

ETHICS IN PUBLIC CONTRACTING: By executing this Agreement, the undersigned Landowner or its representative, and the representative of Buyer, certify that the compensation agreed to in this Agreement was 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.

This Agreement is contingent on the review and approval of the sale, and of the proposed deed of easement, 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 and to execute said deed of easement. If the proposed deed of easement is not satisfactory to Landowner in Landowner's sole discretion, Landowner may terminate this agreement with no liability to Landowner. This Agreement is expressly contingent on the transaction being to the satisfaction of Landowner in Landowner's sole discretion.

Landowner and Buyer both represent and warrant to the other that they have not hired, engaged, or consulted with any broker or agent regarding this transaction.

Settlement shall be within ninety (90) days, or as soon thereafter, allowing a reasonable time to correct any title defects reported by the title examiner and preparation and signing of the necessary documents to enable Buyer to take proper title. HRSD is not responsible for correction of any such title defects, and any such correction, if any, will be at Buyer's expense.

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: Jay A. Bernas, P.E., M.B.A.
General Manager
P.O. Box 5911
Virginia Beach, Virginia 23471-0911

Copy to: D. Rossen S. Greene, Esq.
Pender & Coward, P.C.
117 Market Street
Suffolk, VA 23434

Buyer: _____

Copy to: _____


This Agreement may not be modified, amended, or terminated except in a writing signed by each party hereto.

This Agreement may be executed in any number of counterparts, each will be considered an original, and together they will constitute one Agreement. Facsimile, photocopied, or electronic signatures will be considered original signatures for the purpose of this Agreement.

WITNESS the following signatures and seals:

BUYER:

GAB, LLC

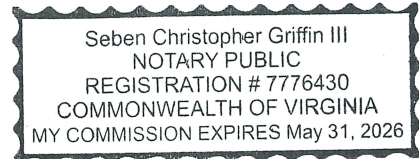
BY: 
NAME: Stephen Palazzotto
ITS: Manager

COMMONWEALTH OF VIRGINIA

City/County of SUFFOLK . to-wit:

The foregoing Purchase Agreement was acknowledged before me this 10TH
day of September, 2023, by Stephen Palazzotto, as Manager of GAB, LLC.


Notary Public
Notary Public Registration No. 7776430
My commission expires: 5-31-2026



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 June 27, 2023. This Agreement is expressly subject to approval by the HRSD Commission

LANDOWNER:

HAMPTON ROADS SANITATION DISTRICT (HRSD)

By: [Signature]
Date: 6/27/2023

Name: Jay Bernas, P.E.
Title: General Manager
Contact Address: 1434 Air Rail Avenue, Virginia Beach, Virginia 23455

COMMONWEALTH OF VIRGINIA
City of Virginia Beach, to-wit:

The foregoing Purchase Agreement was acknowledged before me this 27th day of June, 2023, by Jay Bernas, P.E., General Manager, Hampton Roads Sanitation District.

[Signature]

Notary Public
Notary Public Registration No. _____
My commission expires: _____

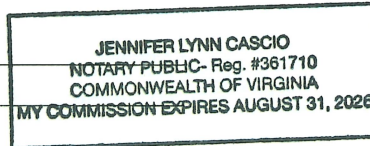


EXHIBIT A

TAX PARCEL NO.: 6*35*B1*1
PROJECT: The Point at Harbour View – Private Utility Easement
PARCEL: B-1B
ROUTE/STREET: Ironside Drive
CITY/COUNTY: Suffolk, VA
CONSIDERATION: \$15,468.75

DEED OF EASEMENT

THIS DEED OF EASEMENT is made this 10 day of September 2023, by and between **HAMPTON ROADS SANITATION DISTRICT** (“HRSD” or “Grantor”) a political subdivision of the Commonwealth of Virginia, and **GAB, LLC**, a Virginia limited liability company (the “Grantee”);

WITNESSETH: That for and in consideration of ten dollars (\$10.00) and other valuable consideration, receipt of which is hereby acknowledged, the GRANTOR hereby conveys to GRANTEE a perpetual, non-exclusive, right, privilege, easement, and right of ingress/egress over, across, under, and through, for the purpose of laying, erecting, constructing, operating, and maintaining underground private wastewater gravity main together with above and/or below ground equipment, accessories, and appurtenances (the “Project”), the following described property of the GRANTOR:

The property to be encumbered with the proposed non-exclusive private gravity sewer easement (hereinafter referred to as "the Property") is described as follows:

That certain cross-hatched area of property referred to as “10’ Private Utility Easement Area” on a plat prepared by Land Planning Solutions, entitled “10’ PRIVATE GRAVITY WASTEWATER EASEMENT EXHIBIT FOR GAB, LLC THE POINT AT HARBOUR VIEW SUFFOLK, VA” and dated May 5, 2023, containing 0.0366 acres (1,593 square feet), more or less, for the proposed non-exclusive private gravity sewer easement, a copy of said exhibit being attached hereto and made a part hereof.

GRANTEE will restore HRSD’s land and parcel affected as a result of construction of the Project as closely as is reasonably possible to its pre-construction condition or better upon completion of the Project including replacing any landscaping with landscaping acceptable to HRSD. Prior to any work in the Easement the GRANTEE shall coordinate with and provide notice to HRSD’s staff, and that any work to be performed in the easement must be approved prior thereto by HRSD’s staff.

GRANTEE hereby agrees that it will perform all such measures in a manner causing as little inconvenience and disruption to HRSD, and HRSD’s invitees, licensees, and occupants as is reasonably possible. GRANTEE shall indemnify, defend, and hold HRSD harmless from and against any and all losses, costs, damages, liens, claims, liabilities, or expenses (including, but not limited to, reasonable attorneys' fees, court costs, and disbursements) incurred by HRSD arising from or by

reason of GRANTEE's access to, or use of the area of the Easement. In no event shall HRSD be liable for any damage to, or loss of personal property or equipment sustained by GRANTEE, whether or not it is insured. GRANTEE, or its successors shall maintain, at its expense, or cause to be maintained, and keep in force at all times during the term of the Easement, a policy of comprehensive general liability insurance, including a contractual liability endorsement, and personal injury liability coverage, from an insurer reasonably acceptable to HRSD, in an amount of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate, which shall include coverage against claims for any injury, death, or damage to persons or property occurring on, in, or about the area of the Easement and GRANTEE's use thereof. HRSD shall be named as an additional insured on such insurance policies. Prior to entry onto the property, GRANTEE shall furnish to HRSD a certificate of insurance evidencing the foregoing coverages, and providing that such insurance policy may not be cancelled on less than thirty (30) days prior written notice to HRSD.

GRANTEE will maintain the area of the Easement and all facilities that are installed by or on behalf of the GRANTEE in the Easement. GRANTEE may not use the Easement in any way that will interfere with the construction, maintenance, or operation of any HRSD operations or projects. GRANTEE shall have the right to trim, cut and remove trees or shrubbery which interfere with or threaten the efficient and safe construction, operation, and maintenance of said facilities. All brush, branches, and other debris resulting from any cutting, trimming, or clearing of said right of way shall be removed by GRANTEE from the lands of HRSD for disposal.

HRSD may use the area of the easement for any purpose which is not inconsistent with the rights granted to GRANTEE, including but not limited to granting utility easements and installing or allowing installation of other utilities in the same area. Without limitation of the foregoing, HRSD may install buildings, structures, and permanent improvements necessary for HRSD's operation or projects, as well as fences, driveways, pavement, signs, parking areas, and landscaping. All structures and appurtenant facilities which are installed or placed in the Easements by or on behalf of HRSD shall be and remain the property of the HRSD, its successors, or assigns.

This conveyance is made subject to any easements, restrictions and reservations contained in duly recorded deeds, plats and other instruments constituting constructive notice in the chain of title, which have not expired by a time limitation contained therein or have otherwise become ineffective, and to matters visible upon inspection.

The terms, covenants, and provisions of the Easement shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors, and assigns of the parties.

WITNESS the following signatures and seals:

GAB, LLC

BY: 

NAME: Stephen Palazzotto

ITS: Manager

COMMONWEALTH OF VIRGINIA

City/County of SUFFOLK to-wit:

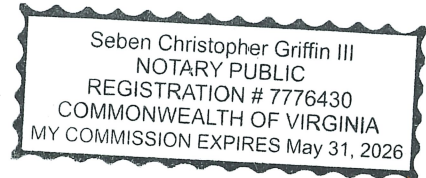
The foregoing instrument was acknowledged before me this 10 day of SEPTEMBER,
2023, by Stephen Palazzotto, as Manager of GAB, LLC.




Notary Public

Notary Public Registration No. 7776430

My commission expires: 5-31-2026




HAMPTON ROADS SANITATION DISTRICT (HRSD)

By: 
Date: 6/27/2023

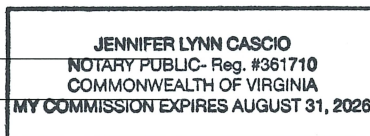
Name: Jay Bernas, P.E.
Title: General Manager
Contact Address: 1434 Air Rail Avenue, Virginia Beach, Virginia 23455

COMMONWEALTH OF VIRGINIA
City of Virginia Beach, to-wit:

The foregoing instrument was acknowledged before me this 27th day of June,
2023, by Jay Bernas, P.E., General Manager, Hampton Roads Sanitation District.



Notary Public
Notary Public Registration No. _____
My commission expires: _____




NOTES

1. HORIZONTAL DATUM IS BASED ON VIRGINIA COORDINATE SYSTEM OF 1983, SOUTH ZONE (NAD83)(1993 HARN).
2. THIS EXHIBIT WAS PREPARED TO ACCOMPANY A DEED OF EASEMENT AND MAY NOT DEPICT ALL MATTERS THAT MAY AFFECT THIS PARCEL.
3. THIS EXHIBIT IS NOT INTENDED TO BE A SUBDIVISION OF LAND.



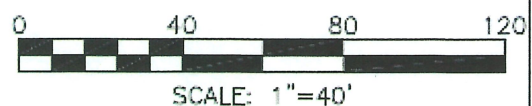
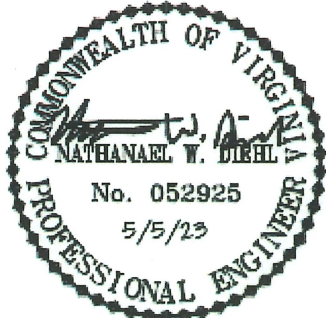
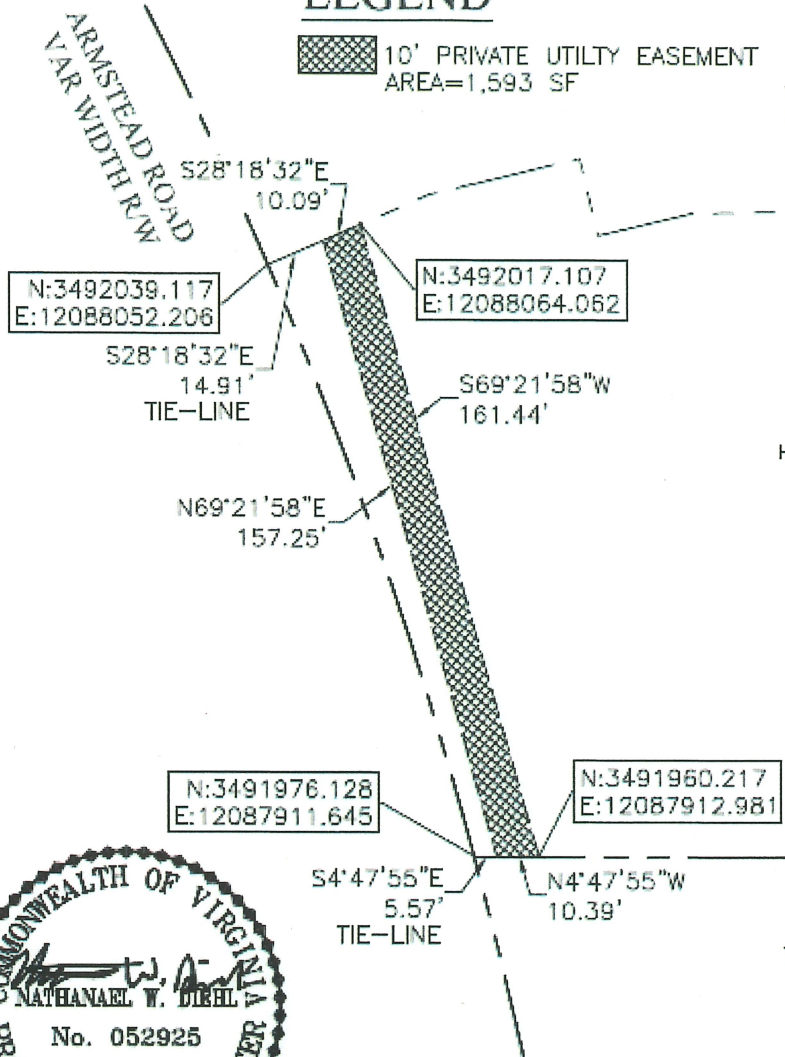
LEGEND

 10' PRIVATE UTILITY EASEMENT
 AREA=1,593 SF


EXISTING
 PARCEL B-1A
 TAX MAP# 6*35*B1
 ACCT# 306003944
 1.269 AC
 ZONED: MUD

EXISTING
 PARCEL B-1B
 HAMPTON ROADS SANITATION
 DISTRICT
 INST.# 220008946
 TAX MAP# 6*35*B1*1
 ACCT# 306004804
 0.729 AC
 ZONED: MUD

EXISTING
 PARCEL BMP2
 TAX MAP# 6*35*BMP2
 ACCT# 306003950
 1.36 AC
 ZONED: MUD







C:\Briechy\Case_Creation\GEP035 - Parcel B-1 - THE POINT AT HARBOUR VIEW - SUFFOLK Co., State 2 - PC - May 05, 2023 - 12:45pm

	LAND PLANNING SOLUTIONS 1403 Greenbrier Pkwy. STE. 205 Chesapeake, VA. 23320 O 757.935.9014 F 757.935.9015 www.landplanningsolutions.com	10' PRIVATE GRAVITY WASTEWATER EASEMENT EXHIBIT FOR GAB, LLC THE POINT AT HARBOUR VIEW SUFFOLK, VIRGINIA	PROJECT NO. GEE035 DATE 5MAY23 DR. RLR SHT. # 1 of 1
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LOCATION MAP

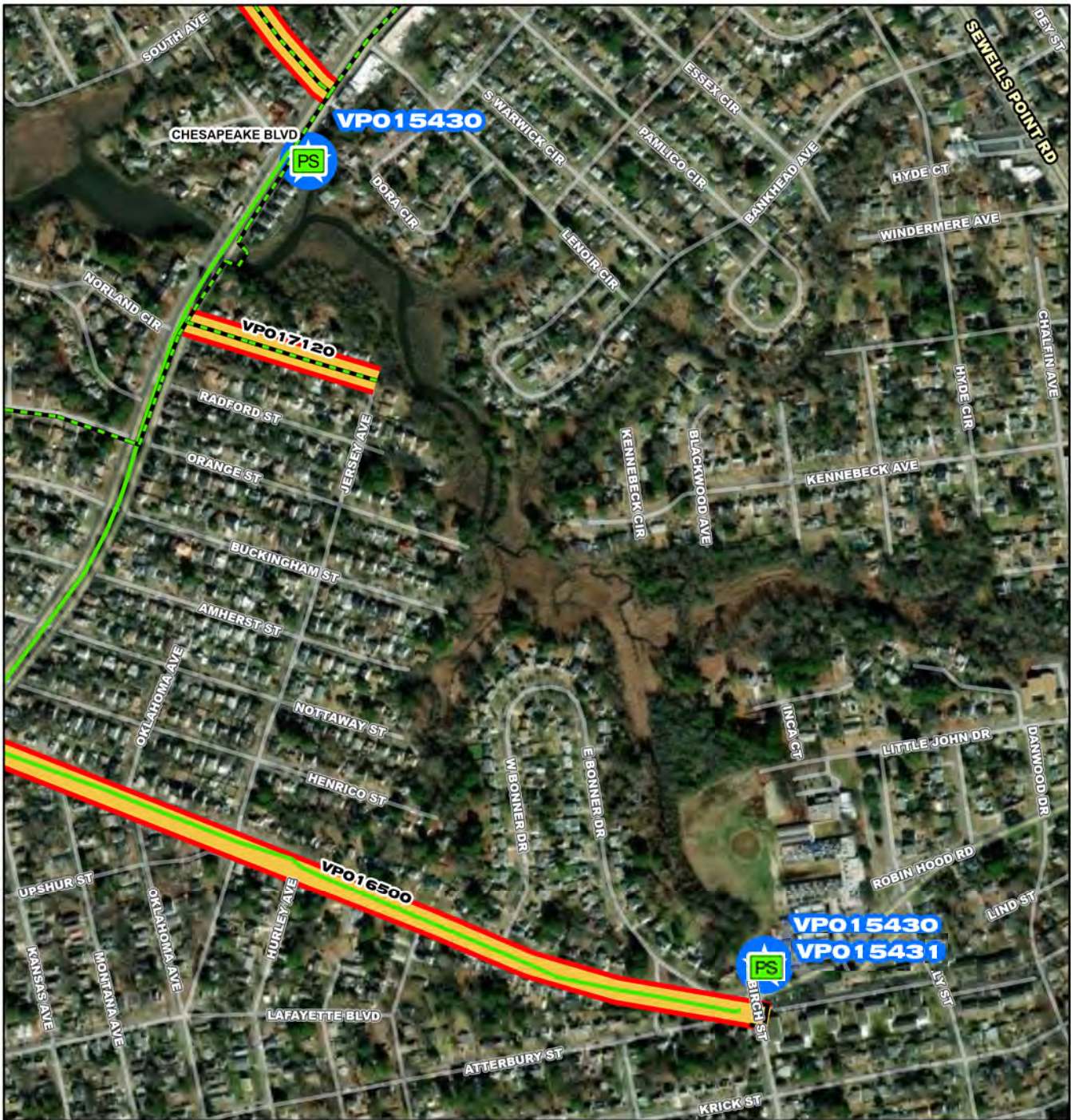
SUFFOLK, VA



-  10' Private Utility Easement
-  HRSD Parcel
-  Parcel Boundary
-  Right of Way

HRSD Commission Meeting Minutes
June 27, 2023
Attachment #7

11. Norfolk Pump Station (PS 57) Interim Bypass

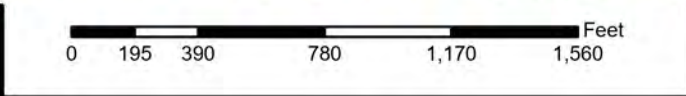


VPO15430

- Project Interceptor Line
- Project Interceptor Point
- Project Pump Station Point
- Project Area

Legend

- CIP Interceptor Point
- CIP Pump Station Point
- CIP Interceptor Line
- CIP Abandonment
- CIP Project Area
- HRSD Interceptor Force Main
- HRSD Interceptor Gravity Main
- HRSD Treatment Plant
- HRSD Pressure Reducing Station
- HRSD Pump Station



VPO 15431

Norfolk Pump Station (PS 57) Interim Bypass

CIP Location

HRSD Commission Meeting Minutes
June 27, 2023
Attachment #8

16. Informational Items

AGENDA ITEM 16. – June 27, 2023

Subject: Informational Items

Recommended Action: No action is required.

Brief: The following items listed below are presented for information.

- 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. Emergency Declarations
 - (1) [Army Base Treatment Plant Aqueous Film Forming Foam \(AFFF\) Release](#)
 - (2) [Shell Road Interceptor Force Main \(SF-144\) Segmental Replacement](#)



June 14, 2023

Re: General Manager's Report

Dear Commissioners:

The City of Norfolk, Old Dominion University (ODU) and surrounding residents are very interested in the future of the former Lamberts Point golf course. The City is planning a design charrette on July 19 that staff will attend. I reminded the City that we purchased a large portion of this property and that it would only be appropriate to include the 125-foot easement HRSD dedicated along the shoreline for public access in the process. In addition, staff has video of motorbikes on our property at night. We are planning to fence our property to prevent trespassing.

HRSD continues to receive Low-Income Household Water Assistance Program (LIHWAP) payments. As of the end of the month, a total of \$6,280,457.24 has been applied to over 10,000 low-income qualified customer accounts for water, sewer and wastewater charges, of this amount \$3,089,117.90 has been used to offset HRSD charges. Unfortunately, with the passing of the Fiscal Responsibility Act, unobligated funds were returned, which means the additional \$2.4 million Virginia was slated to receive is uncertain.

The highlights of May's activities are below. The detailed version is in the attached monthly reports.

- A. **Treatment Compliance and System Operations:** There was an accidental Aqueous Film Forming Foam (AFFF) release at the Army Base Treatment Plant (ABTP) due to faulty pull switches. The switches have been replaced.
- B. **Water Quality:** No civil penalties were issued this month.
- C. **Internal Communications:** I participated in the following meetings/activities with HRSD personnel:
 - 1. Held a grievance meeting with an employee
 - 2. Attended the Sustainable Water Initiative For Tomorrow (SWIFT) Research Center's 5-year anniversary celebration
 - 3. Held a Q&A session with Pretreatment and Pollution Prevention (P3)
 - 4. Lunch with new Chief of Information Technology
- D. **External Communications:** I participated in the following meetings/activities:
 - 1. Met with Dr. Marcia Conston, TCC President, to discuss our proposed land and easement acquisition for Nansemond SWIFT
 - 2. Attended the Regional Stormwater workgroup meeting as the Localities were interested in the status of the nutrient trading agreements and HRSD's microbial source tracking program

PO Box 5911, Virginia Beach, VA 23471-0911 • 757.460.7003

3. Attended the monthly Director of Utilities meeting and updated them on Water Week congressional meetings
4. Had lunch with Citi to discuss the potential for eliminating our BABS bonds and other finance issues
5. Attended the Virginia Investment Pool board meeting
6. Helped to organize the ODU Civil Engineering alumni tour of SWIFT

Thanks for your continued dedicated service to HRSD, the Hampton Roads region, the Commonwealth, and the environment. **I look forward to seeing you in person in Virginia Beach at 9 am on Tuesday, June 27, 2023.**

Respectfully submitted,

Jay Bernas, P.E.
General Manager

TO: General Manager
 FROM: Director of Communications
 SUBJECT: Monthly Report for May 2023
 DATE: June 16, 2023

A. Publicity and Promotion

1. HRSD and/or SWIFT were mentioned or featured in five news stories or media/social media mentions. Topics included:
 - a. General Manager’s letter to the editor for Infrastructure Week
 - b. Wastewater Surveillance for COVID and other health threats
 - c. Land subsidence occurring twice as fast as sea level rise
 - d. HRSD mentioned in story about Portsmouth Condominium Association utility bill payment issues

2. Analysis of media coverage

What are the top entities and keywords?

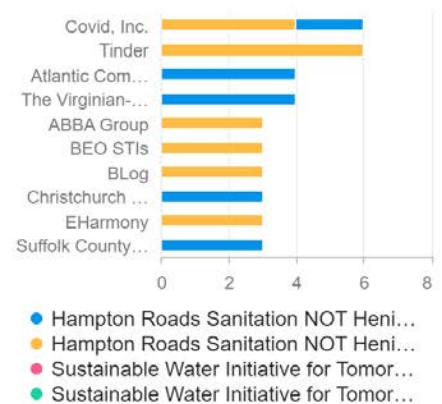
Top Entities



Top Keywords




Top Organizations






What is the top performing news content?

Top Article by Reach

 **The Virginian-Pilot**
 Editorial | US | May 20 · 6:00 PM

Letters for May 21: The federal government must invest in water if America is to thrive economically

... -income households. Jay Bernas, P.E., **Hampton Roads Sanitation District** general manager, Virginia Beach Doctor shortage Re " The answ...

Social Echo  0  0  0

Top Article by Reach and Volume

 **The Virginian-Pilot · Natalie An...**
 Editorial | US | May 2 · 9:13 AM

A Portsmouth condo association is behind \$700,000 on utility bills. The city is working on next steps.

... directly to the city and other agencies such as the **Hampton Roads Sanitation District** and the state's Common Interest Community Board, W...

Top Article by Social Echo

 **WHRO-FM · Katherine Hafner**
 Editorial | US | May 2 · 1:25 PM

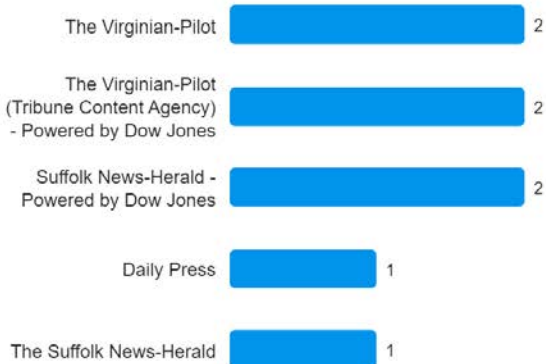
A "hidden vulnerability:" Land in Hampton Roads is sinking twice as fast as sea levels are rising

... local project can start reversing that, albeit slowly: the **Hampton Roads Sanitation District** has been pumping a million gallons of treat...

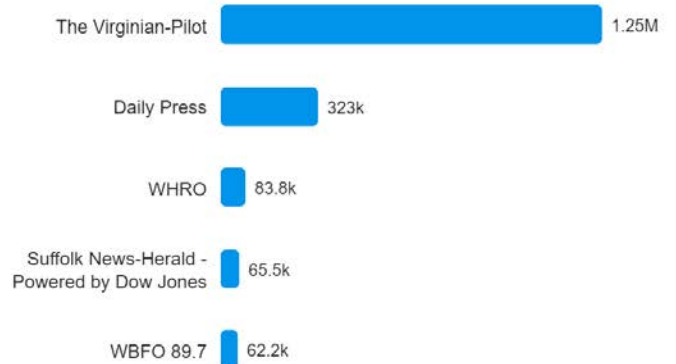
Social Echo  63  20  5

What are the top publishers?

Top Publications by Volume

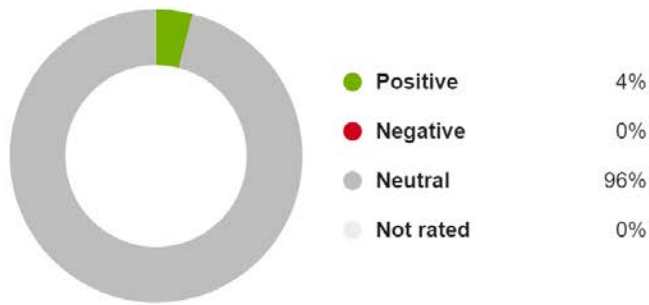


Top Publications by Reach

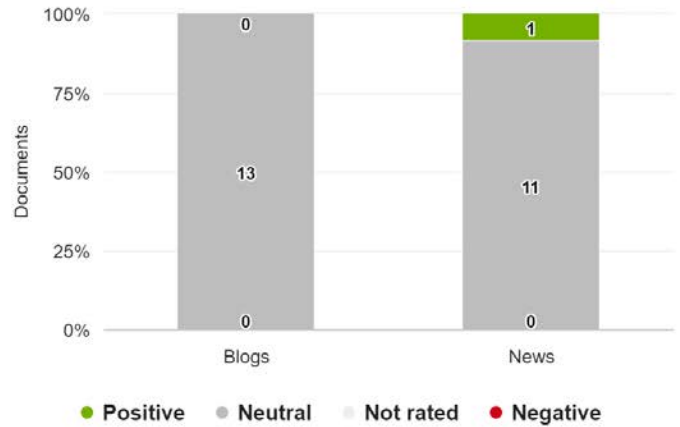


How favorable is the content?

Sentiment Share of Voice

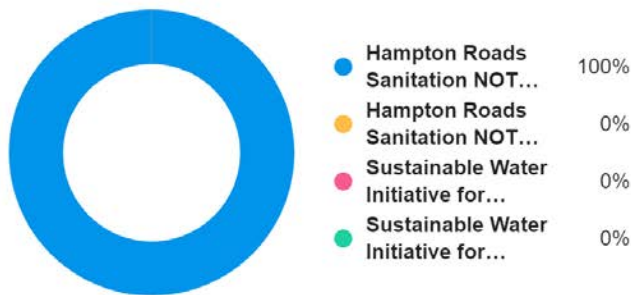


Sentiment by Source Type

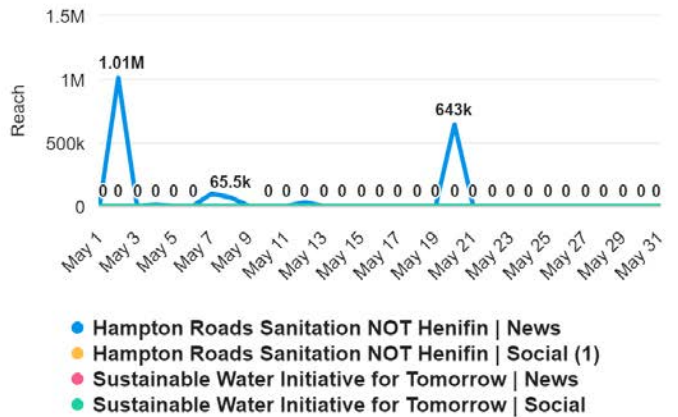


What is the potential reach?

Share of Voice by Reach

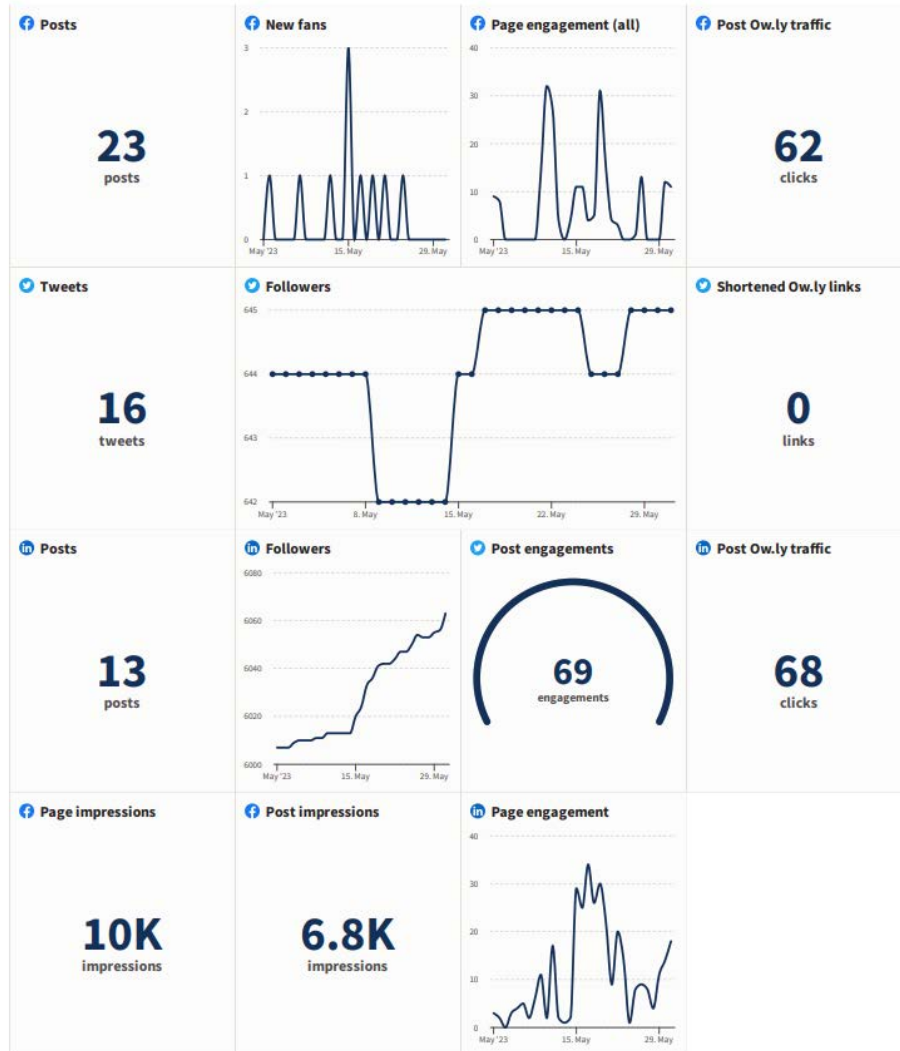


Potential News Reach



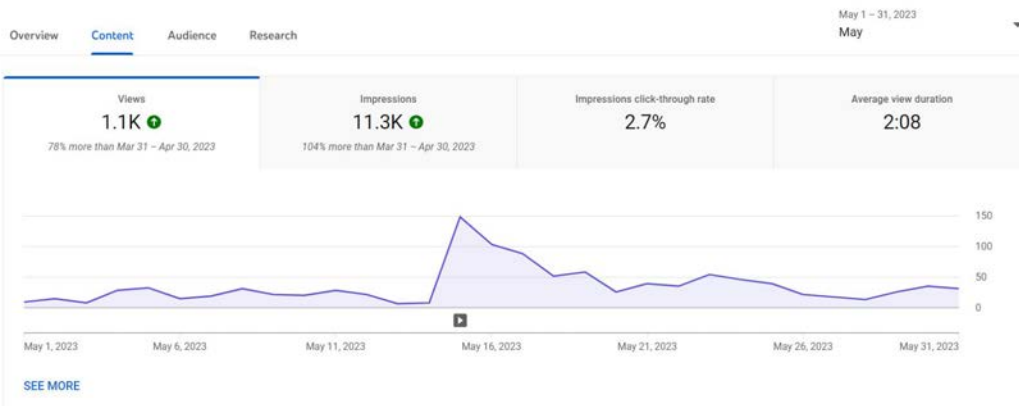
B. Social Media and Online Engagement

1. Metrics – Facebook, Twitter and LinkedIn



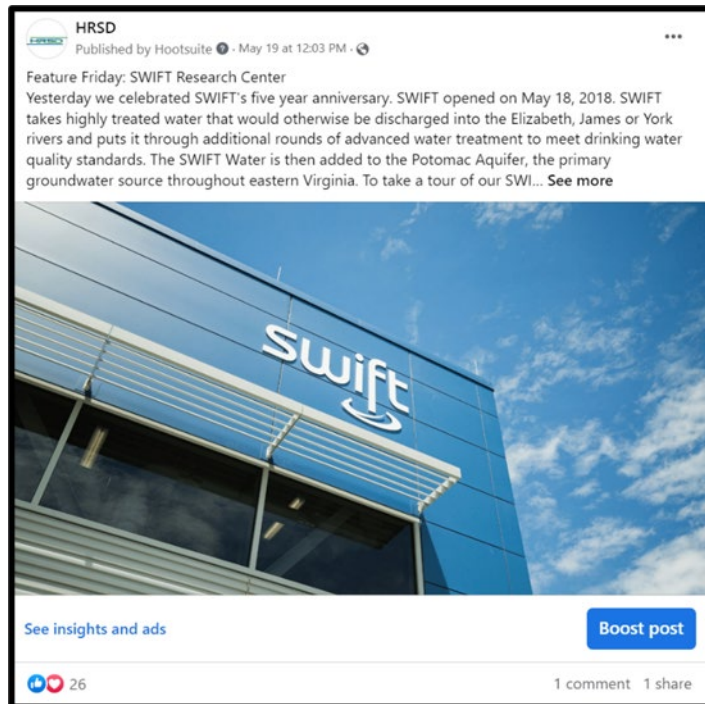
2. YouTube

Channel analytics



3. Top posts on Facebook, Twitter, and YouTube

a. Top Facebook post



b. Top Tweet



c. Top YouTube Videos

- [National Infrastructure Week: James River SWIFT](#) (345)
- [The Wastewater Treatment Process](#) (287 views)
- [SWIFT Research Center: What is the Potomac Aquifer?](#) (80 views)
- [HRSD Atlantic Treatment Plant Cambi Tour](#) (73 views)
- [What is Asset Management](#) (30 views)

4. Website and Social Media Impressions and Visits
 - a. Facebook:
 - 10,464 page impressions
 - 6,752 post impressions reaching 6,377 users
 - Facebook Engagement of 219 (192 reactions, 14 shares, and 13 comments)
 - b. Twitter:
 - 2,263 tweet impressions
 - 110 profile visits
 - 5 mentions
 - c. HRSD.com/SWIFTVA.com: 1,291 page visits
 - d. LinkedIn Impressions:
 - 12,063 page impressions
 - 11,789 post impressions
 - e. YouTube: 1,1087 views
 - f. Next Door unique impressions: 23,857 post impressions from 17 targeted neighborhood postings and one region-wide posting shared with 647,701 total residents
 - g. Blog Posts: (1) [Infrastructure Works: Surry and Eastern Shore Project Highlights](#)
 - h. Construction Project Page Visits – 2,188 total visits (not including direct visits from home page, broken down as follows:
 - 1,776 visits to individual pages
 - 412 to the status page

C. News Releases, Advisories, Advertisements, Project Notices, Community Meetings and Project Web Postings:

1. News Releases: 0
2. Traffic Advisories: 1
3. Construction Notices and/or notices to neighbors: 14
4. Advertisements: 0
5. Project Notices: (via 16 door hangings and email reaching 868 residents)
6. Project/Community Meetings: 0
7. New Project Web Pages: 1 [York County and Hampton Pipe Valve Installation and Replacement](#)

8. New Project Videos: 0

D. Special Projects and Highlights

1. Staff participated in the Mathews County May Faire event by staffing an informational table with educational games and outreach materials.
2. Staff assisted in preparation for and participation in Earth Action Day for Ocean Lakes High School students at the Atlantic Treatment Plant.
3. Staff represented HRSD at the United Way Centennial Celebration.
4. Director attended the quarterly WateReuse Education and Advisory Group meeting.
5. Director coordinated and attended an interview with HRSD subject matter expert and a Washington Post reporter related to a story about land subsidence and SWIFT's potential role in slowing or reversing it in Hampton Roads.

E. Internal Communications

1. Director participated in the following internal meetings and events:
 - a. Infrastructure Week planning meeting
 - b. SWIFT Community Commitment Plan Dashboard development meeting
 - c. SWIFT Community Commitment Plan Steering Committee meeting
 - d. Crisis communication plan preparation meetings with consultant
 - e. May Design and Construction staff meeting
 - f. Website refresh pre-planning meetings
 - g. Architectural review meeting
 - h. UNIFIED Council ASK session featuring the HRSD Employee Association
 - i. Security Update meetings
 - j. HRSD Strategic Plan final review and action launch
 - k. HRSD LIFE post attendee survey review
 - l. Pre-proposal conference for Hampton Roads Utility Billing Service (HRUBS) rebrand consideration
 - m. Bi-weekly GM briefings
 - n. HRSD security assessment meeting
 - o. Discharge Monitoring Report (DMR), SWIFT Quality Steering Team (QST) and HRSD QST meetings
2. Director also conducted biweekly Communications department status meetings and weekly one-on-one check-in meetings.
3. Staff attended 16 project progress and outreach development meetings with various project managers.

F. Metrics

1. Educational and Outreach Activities: 48 (39 virtual, 9 in-person)
 - a. Self-guided SWIFT Virtual Tours – 39 views (analytics specify number of times “Take a Tour” button was selected)
 - b. 05/04/2023 – SWIFT Tour | Harbourview Community | 18 attendees
 - c. 05/06/2023 – SWIFT Presentation to Rotary Club of North Suffolk | 30 attendees
 - d. 05/10/2023 – SWIFT Tour, Suffolk Public Schools 4Sales | 3 attendees

- e. 05/11/2023 – SWIFT Tour, Christopher Newport University (CNU) Lifelong Learning group | 20 attendees
 - f. 05/13/2023 – Harbourview Craft Fair Event | 250 attendees
 - g. 05/15/2023 – Girl Scout Troop Water Talk | 20 attendees
 - h. 05/17/2023 – SWIFT Tour, Princess Anne Plaza Civic League | 4 attendees
 - i. 05/18/2023 – HRSD/SWIFT presentation to Landstown High School students | 50 attendees
 - j. 05/23/2023 – Earth Action Day at Atlantic Treatment Plant | 60 attendees
2. Number of Community Partners: 7
- a. Harbourview Homeowners Association
 - b. Rotary Club of North Suffolk
 - c. Suffolk Public Schools
 - d. Christopher Newport University
 - e. Girl Scouts
 - f. Virginia Beach Public Schools
 - g. Princess Anne Plaza Civic League
3. Additional Activities Coordinated by Communications Department: 2
- a. 05/11/2023 – SWIFT presentation and tour for Williamsburg staff
 - b. 05/05/2023 – City and County of Honolulu ATP Tour
4. Monthly Metrics Summary

Item #	Strategic Planning Measure	Unit	May 2023
M-1.4a	Total Training Hours per Full Time Employee (4) - Current Month	Hours / #FTE	3.06
M-1.4b	Total Training Hours per Full Time Employee (4) - Cumulative Fiscal Year-to-Date	Hours / #FTE	13.41
M-5.2	Educational and Outreach Events	Number	48
M-5.3	Number of Community Partners	Number	7

Respectfully,

Leila Rice, APR
 Director of Communications

TO: General Manager
FROM: Director of Engineering
SUBJECT: Engineering Monthly Report for May 2023
DATE: June 13, 2023

A. General

1. Capital Improvement Program (CIP) spending for the 10th month of Fiscal Year (FY) 2023 was above the planned spending target.

CIP Spending (\$M):

	Current Period	FYTD
Actual	35.72	277.26
Plan	34.25	322.50

2. Staff retention and recruitment remain significant priorities for the Engineering Department. Three positions are needed to fully staff the Engineering Department. Ms. Beatriz Patino joined the Engineering Department as a Design & Construction Project Manager. We have made an offer to a candidate for the Real Estate Manager position and hope to have this individual on board in July. Finding qualified candidates remains challenging, but we are making progress to reduce the number of open positions in the Engineering Department.

B. Asset Management Division

1. The Condition Assessment Annual Services contract will be expiring on June 30. This contract is used to augment in-house capabilities to assess the condition of HRSD's infrastructure assets. This contract is often used when an emergency occurs and a damaged section of buried pipe must be repaired/replaced. Interviews for this four-year contract were held and a recommendation will be made at the June Commission Meeting.
2. An important aspect of the Asset Management Plan (AMP) is the ability to accurately estimate replacement cost values. A cost modeling tool is included in the AMP to provide users with ready information when considering options to repair or replace an asset. This tool is being enhanced to include replacement cost data on assets that vary in price depending on a specific unit of measure. This enhancement will provide a more robust method for calculating the replacement cost of assets and will result in better decision making for users considering future investments in these assets.

C. North Shore, South Shore, Special Projects, and SWIFT Design & Construction Divisions

1. Construction continues on the Hampton Trunk Sewer Division I & J Relocation. A long crossing of the Hampton River has been completed using the horizontal directional drilling process. Installation across I-64 in the vicinity of the Hampton Roads Bridge Tunnel construction has also been completed. The next phase of this project involves construction on the Hampton University property. A time of year restriction was included with this project to limit this portion of the work to the summer months to minimize

impacts to the school. This is one of the more challenging force main replacement projects we have completed in recent years and the Project Team is doing an excellent job working with the many stakeholders impacted by this work.

2. Design continues for the Larchmont Area Sanitary Sewer Improvements project. Property acquisitions for the new pump station sites are complete, which will allow the design efforts to be completed. The Project Team is considering the appropriate architectural features needed for each new pump station. It is important that these structures blend into this well-established community. The current design will be presented to the Larchmont/Edgewater Civic League in June, and an Open House describing the project will be held later this year for citizens to weigh in on the proposed design. This project is also being closely coordinated with the City of Norfolk since an agreement is in place to replace certain sewer assets for them while the work in this area is underway.
3. Design of the Great Bridge Interceptor Force Main Emergency Replacement project have begun. Surveying and permitting activities are underway. A horizontal directional drilled crossing of the Elizabeth River in Chesapeake is planned to replace the damaged pipe. Continued coordination with HRSD's Insurance Representative is underway to address replacement of the damaged pipe.
4. Construction continues on the James River Advanced Nutrient Reduction Improvements & SWIFT project. Construction includes foundation work, utility piping, electrical and sitework. The new entrance road to serve the adjacent Newport News will be completed in the coming month. Work for the new Administration Building has also begun and includes the surcharge work necessary for the building foundation. Related work including the trails project and the recharge well installation project is also underway. The Design-Build Team is working closely with the City of Newport News and the local residents to limit impacts from this significant construction effort.

D. Planning & Analysis Division

1. Staff began the annual update of the Regional Hydraulic Model. This includes working with each City and County in the region to get updated information on their sewer assets. This data gathering exercise includes updating both pipe information and new pump station data and is needed to accurately calibrate the hydraulic model. HRSD's Geographic Information System (GIS) is used to accurately locate new information provided by each City and County.
2. Staff have updated the information for HRSD's Hurricane Readiness and Recovery Plan. One important aspect of this plan is HRSD's ability to assess damage after an event. A Post-Storm Damage Assessment mobile application has been created to facilitate needed field efforts. The application includes two data input tools for either treatment plant or interceptor system data entry. Training sessions will be provided to Operations Department staff in the coming month to familiarize individuals with the use of this mobile application in the case of a storm requiring post-event assessment.

E. Strategic Planning Metrics Summary

1. Educational and Outreach Events: 6
 - a. 05/09/2023 – Staff co-presented at the VWEA Webinar on the use of Envision.

- b. 05/10/2023 – Staff presented use of the Enviroscape Watershed Model at the Old Donation Episcopal Church Day School.
 - c. 05/11/2023 – Staff presented details about HRSD’s SWIFT Program to the LEAD Greater Williamsburg Group.
 - d. 05/16/2023 – Staff presented details of HRSD’s Capital Improvement Program to the American Society of Highway Engineers (ASHE) Annual Banquet.
 - e. 05/17/2023 – Staff assisted with the Nansemond Suffolk Academy Engineer Shadowing Day.
 - f. 05/17/2023 – Staff presented HRSD’s Collaborative Project Delivery efforts at the Old Dominion University Civil and Environmental Engineering Conference.
2. Number of Community Partners: 6
- a. VWEA
 - b. Old Donation Episcopal Church
 - c. LEAD Greater Williamsburg Group
 - d. ASHE
 - e. Nansemond Suffolk Academy
 - f. Old Dominion University – Civil and Environmental Engineering
3. Number of Research Partners: 0
4. Monthly Metrics Summary:

Item #	Strategic Planning Measure	Unit	May 2023
M-1.4a	Total Training Hours per Full Time Employee (53) - Current Month	Hours / #FTE	2.43
M-1.4b	Total Training Hours per Full Time Employee (53) - Cumulative Fiscal Year-to-Date	Hours / #FTE	33.65
M-5.2	Educational and Outreach Events	Number	6
M-5.3	Number of Community Partners	Number	6
M-5.4	Number of Research Partners	Number	0

Bruce W. Husselbee

Bruce W. Husselbee, PhD, P.E., DBIA

TO: General Manager
 FROM: Director of Finance
 SUBJECT: Monthly Report for May 2023
 DATE: June 19, 2023

A. General

1. The FY-2024 Annual Budget, Rate Schedule and Capital Improvement Plan (CIP) were all approved by the Commission this month.
2. The following is a summary of active grants applied for this fiscal year and their respective award amounts.

Active Capital Grants						
Grant Name	FundSource	Project	CIP #	Application Submitted	Amount Requested	HRSD Award Amount
American Rescue Plan Act (ARPA)	ARPA	Eastern Shore Infrastructure Improvements - Transmission Force Main Phase II (Accomac Sewer Collection System)	ES010200	11/28/2022	\$ 8,367,000	\$ 4,183,500
American Rescue Plan Act (ARPA)	ARPA	James River Treatment Plant Advanced Nutrient Reduction Improvements	JR013400	10/7/2022	\$ 50,000,000	\$ 16,940,000
American Rescue Plan Act (ARPA)	ARPA	Nansemond Treatment Plant Advanced Nutrient Reduction Improvements Phase II	NP013820	10/7/2022	\$ 50,000,000	\$ 14,640,000
FY2024 Congressionally Directed Funding, Warner-Kaine	CDS	Eastern Shore Wastewater Improvements	ES010100	3/9/2023	\$ 9,677,112	\$ -
Water Quality Improvement Fund, Conveyance	WQIF	Chesapeake-Elizabeth Treatment Plant Conveyance	Multiple	2/7/2023	\$ 100,647,746	\$ -
Water Quality Improvement Fund, Conveyance	WQIF	Eastern Shore TFM Phase 1	ES010100	5/2/2022	\$ 12,086,231	\$ -
Water Quality Improvement Fund, Nutrient Reduction	WQIF	James River SWIFT - Advanced Nutrient Reduction Improvements	JR013400	3/23/2023	\$ 344,741,547	\$ -
					\$ 575,519,636	\$ 35,763,500

3. HRSD continues to receive Low-Income Household Water Assistance Program (LIHWAP) payments. As of the end of the month, a total of \$6,280,457.24 has been applied to over 10,000 low-income qualified customer accounts for water, sewer and wastewater charges, of this amount \$3,089,117.90 has been used to offset HRSD charges. The following is a total breakout of combined water, sewer, and wastewater treatment assistance received for all HRSD and locality HRUBS charges:

	HRSD	City/County	TOTAL LIHWAP
Norfolk	\$ 907,451.76	\$ 2,130,759.18	\$ 3,038,210.94
Newport News	\$ 898,834.75		\$ 898,834.75
Virginia Beach	\$ 379,548.65		\$ 379,548.65
Portsmouth	\$ 347,565.27		\$ 347,565.27
Chesapeake	\$ 257,155.04	\$ 372,929.41	\$ 630,084.45
Suffolk	\$ 234,713.34	\$ 636,038.10	\$ 870,751.44
James City	\$ 28,753.17	\$ 37,459.38	\$ 66,212.55
Smithfield	\$ 6,499.66	\$ 9,924.27	\$ 16,423.93
King William	\$ 5,600.12	\$ 1,621.08	\$ 7,221.20
Aqua	\$ 4,784.06		\$ 4,784.06
Urbanna	\$ 4,032.53	\$ 1,706.41	\$ 5,738.94
Isle of Wight	\$ 3,714.25		\$ 3,714.25
Windsor	\$ 3,200.74		\$ 3,200.74
Gloucester	\$ 3,189.56		\$ 3,189.56
Surry County	\$ 2,208.48	\$ 756.10	\$ 2,964.58
Town of Surry	\$ 1,754.72	\$ 145.41	\$ 1,900.13
Williamsburg	\$ 111.80		\$ 111.80
	\$ 3,089,117.90	\$ 3,191,339.34	\$ 6,280,457.24

4. Field staff delivered 4,516 warning door tags and disconnected water service to 1,575 accounts during May 2023, over 1,500 more field service orders than in April 2023 with an emphasis on warning tags in the Newport News and Hampton areas to promote LIHWAP availability. The Debt Solutions team continues to creatively work with available resources, promoting LIHWAP, pay plans and Help to Others.
5. Except for interest income which far exceeds budgetary projections, revenues are generally in line with budgetary expectations. Expenses are consistent with expense levels in prior fiscal years.

B. Interim Financial Report

1. Operating Budget for the Period Ended May 31, 2023

	Amended Budget	Current YTD	Current YTD as % of Budget (92% Budget to Date)	Prior YTD as % of Prior Year Budget
Operating Revenues				
Wastewater	\$ 366,882,000	\$ 340,040,833	93%	93%
Surcharge	1,755,000	1,444,385	82%	90%
Indirect Discharge	3,200,000	4,030,481	126%	96%
Fees	2,910,000	3,128,014	107%	7%
Municipal Assistance	800,000	593,100	74%	138%
Miscellaneous	1,254,000	1,548,340	123%	170%
Total Operating Revenue	376,801,000	350,785,153	93%	93%
Non Operating Revenues				
Facility Charge	7,150,000	6,582,873	92%	86%
Interest Income	1,570,000	5,666,420	361%	-121%
Build America Bond Subsidy	2,026,000	2,026,619	100%	51%
Other	302,000	1,358,604	450%	192%
Total Non Operating Revenue	11,048,000	15,634,516	142%	63%
Total Revenues	387,849,000	366,419,669	94%	92%
Transfers from Reserves	18,868,701	17,296,309	92%	92%
Total Revenues and Transfers	\$ 406,717,701	\$ 383,715,978	94%	92%
Operating Expenses				
Personal Services	\$ 63,288,297	\$ 58,076,326	92%	91%
Fringe Benefits	26,520,561	24,016,117	91%	87%
Materials & Supplies	13,385,885	10,767,603	80%	86%
Transportation	1,797,226	1,344,760	75%	74%
Utilities	15,055,652	14,381,849	96%	96%
Chemical Purchases	13,026,120	12,136,644	93%	89%
Contractual Services	57,808,888	35,658,493	62%	64%
Major Repairs	12,409,035	7,295,524	59%	50%
Capital Assets	625,737	237,106	38%	69%
Miscellaneous Expense	3,657,334	2,639,160	72%	75%
Total Operating Expenses	207,574,735	166,553,582	80%	79%
Debt Service and Transfers				
Debt Service	69,470,000	65,831,786	95%	92%
Transfer to CIP	129,412,966	129,412,966	100%	96%
Transfer to Risk management	260,000	238,337	92%	92%
Total Debt Service and Transfers	199,142,966	195,483,089	98%	95%
Total Expenses and Transfers	\$ 406,717,701	\$ 362,036,671	89%	87%

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**, and 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 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 May 31, 2023

HRSD - RESERVE AND CAPITAL ACTIVITY

May 31, 2023

	General Reserve				Capital		
	General	CARES - ARPA	Debt Service	Risk Mgmt Reserve	Paygo	Debt Proceeds	
	Unrestricted	Restricted	Restricted	Unrestricted	Unrestricted	Restricted	
Beginning - July 1, 2022	\$ 189,168,885	\$ 420	\$ 33,134,065	\$ 4,279,547	\$ 32,535,033	\$ -	
Current Year Sources of Funds							
Current Receipts	377,523,261						
Line of Credit							
VRA Draws					73,727,492		
WIFIA Draws					67,990,734		
Transfers In	-			238,337	129,412,966		
Sources of Funds	377,523,261	-	-	238,337	271,131,192	-	
Total Funds Available	\$ 566,692,146	\$ 420	\$ 33,134,065	\$ 4,517,884	\$ 303,666,225	\$ -	
Current Year Uses of Funds							
Cash Disbursements	242,707,527				299,960,149		
CARES Adjustment		(4,015)					
Transfers Out	129,651,303						
Uses of Funds	372,358,830	(4,015)	-	-	299,960,149	-	
End of Period - May 31, 2023	\$ 194,333,316	\$ 4,435	\$ 33,134,065	\$ 4,517,884	\$ 3,706,074	\$ -	
Unrestricted Funds	\$ 202,557,274						

4. Capital Improvements Budget and Activity Summary for Active Projects for the Period Ended May 31, 2023

HRSD - PROJECT ANALYSIS

May 31, 2023

Classification/ Treatment Service Area	Appropriated Funds	Expenditures prior to 7/1/2022	Expenditures Year to Date FY2023	Total Project Expenditures	Encumbrances	Available Funds
Administration	73,738,240	24,017,666	5,088,923	29,106,589	1,758,909	42,872,742
Army Base	163,448,800	124,990,776	680,334	125,671,110	841,114	36,936,576
Atlantic	240,329,164	79,425,640	3,156,427	82,582,067	18,333,049	139,414,048
Boat Harbor	516,164,791	55,428,123	35,202,139	90,630,262	340,619,999	84,914,530
Ches-Eliz	183,518,801	118,083,285	3,581,602	121,664,887	4,294,975	57,558,939
Eastern Shore	52,597,632	3,409,844	18,328,296	21,738,140	21,003,861	9,855,631
James River	349,972,248	40,526,157	56,350,765	96,876,922	226,222,497	26,872,829
Middle Peninsula	103,516,303	19,904,529	8,012,688	27,917,217	10,393,035	65,206,051
Nansemond	495,486,169	41,289,643	46,346,612	87,636,255	325,404,094	82,445,820
Surry	60,391,465	38,362,111	2,391,869	40,753,980	11,600,573	8,036,912
VIP	181,408,482	17,792,976	16,132,437	33,925,413	40,062,390	107,420,679
Williamsburg	28,535,758	20,517,874	4,356,346	24,874,220	933,165	2,728,373
York River	79,741,086	13,910,493	5,040,409	18,950,902	13,655,313	47,134,871
General	1,148,512,984	153,413,076	91,241,032	244,654,108	317,355,527	586,503,349
	3,677,361,923	751,072,193	295,909,879	1,046,982,072	1,332,478,501	1,297,901,350

5. Debt Management Overview

HRSD - Debt Outstanding (\$000's)

May 31, 2023

	Principal Apr 2023	Principal Payments	Principal Draws	Principal May 2023	Interest Payments
Fixed Rate					
Senior	165,093	-	-	165,093	(3,016)
Subordinate	714,344	-	25,917	740,261	-
Variable Rate					
Subordinate	50,000	-	-	50,000	(110)
Line of Credit	33,721			33,721	(126)
Total	\$ 963,158	\$ -	\$ 25,917	\$ 989,075	\$ (3,252)

HRSD- Series 2016VR Bond Analysis

June 2, 2023

	SIFMA Index	HRSD	Spread to SIFMA
Maximum	4.71%	4.95%	0.24%
Average	0.75%	0.64%	-0.11%
Minimum	0.01%	0.01%	0.00%
As of 06/02/23	3.56%	3.30%	-0.26%

* Since October 20, 2011 HRSD has averaged 64 basis points on Variable Rate Debt

6. Financial Performance Metrics for the Period Ended May 31, 2023

HRSD - UNRESTRICTED CASH

Can be used for any purpose since it is not earmarked for a specific use and is extremely liquid

		Days Cash on Hand	Adjusted Days Cash on Hand
Total Unrestricted Cash	\$ 202,557,274		356
Risk Management Reserve	\$ (4,517,884)	(8)	348
Capital (PAYGO only)	\$ (3,706,074)	(6)	342
Adjusted Days Cash on Hand	\$ 194,333,316		342

Risk Management Reserve as a % of Projected Claims Cost is 25% YTD compared to 25% Policy Minimum
Adjusted Days Cash on Hand Policy Minimum is 270-365 days.

HRSD - SOURCES OF FUNDS

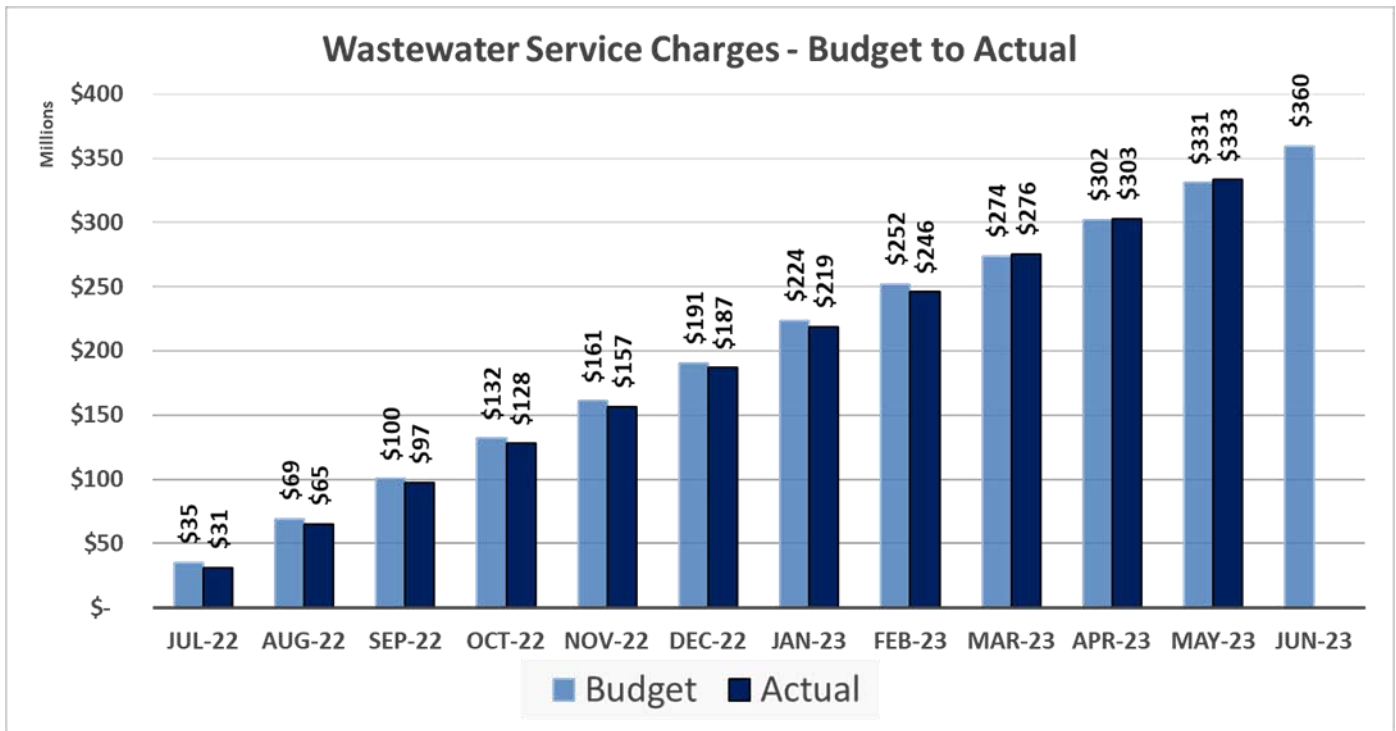
May 31, 2023

Primary Source	Beginning	YTD		YTD	Ending		Allocation of Funds	Credit Quality	Current Mo Avg Yield
	Market Value July 1, 2022	Contributions	Withdrawals	Income Earned	Market Value May 31, 2023				
BAML Corp Disbursement Account	25,498,734	535,881,059	529,307,593	437,931	32,510,131	20.1%	N/A	0.55%	
VIP Stable NAV Liquidity Pool	144,268,153	10,000,000	30,000,000	4,685,447	128,953,600	79.9%	AAAm	5.15%	
Total Primary Source	\$ 169,766,887	\$ 545,881,059	\$ 559,307,593	\$ 5,123,378	\$ 161,463,731	100.0%			

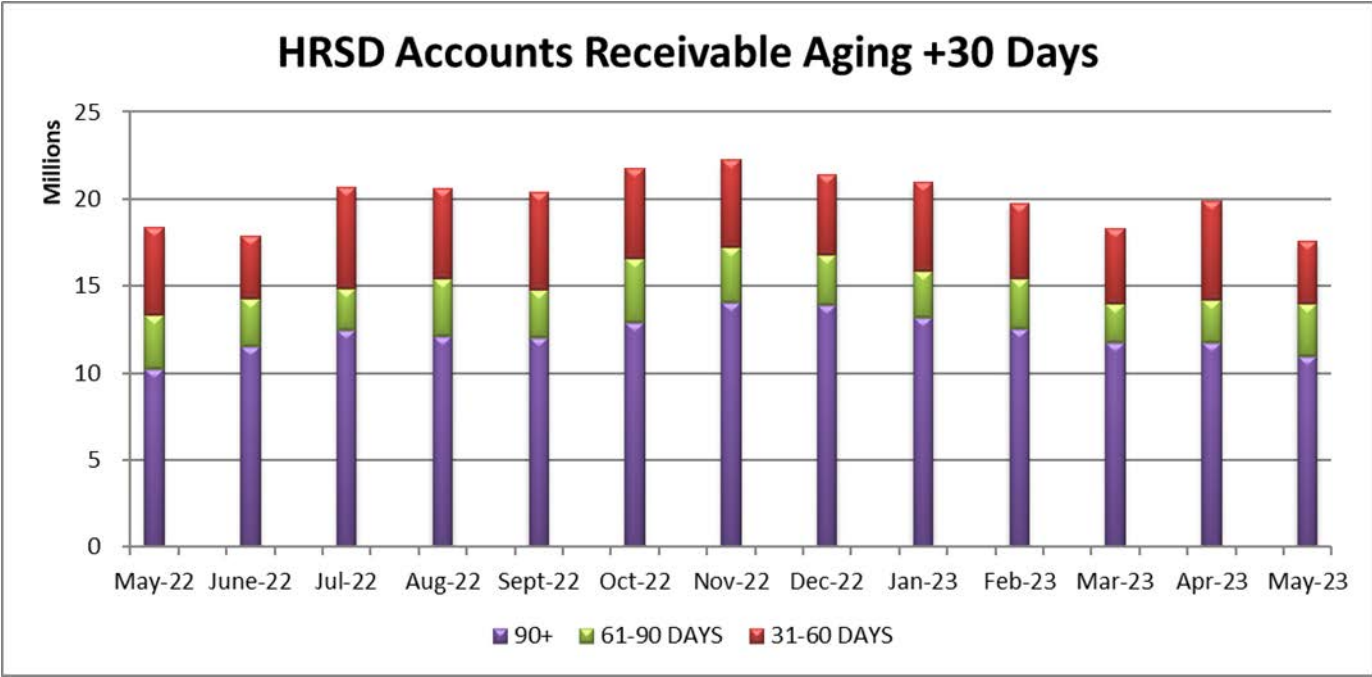
Secondary Source	Beginning	YTD		YTD	Ending		LTD Mkt Adj	Yield to Maturity at Market
	Market Value July 1, 2022	Contributions	Withdrawals	Income Earned & Realized G/L	Market Value May 31, 2023	Ending Cost		
VIP 1-3 Year High Quality Bond Fund	62,932,017	-	11,467	1,010,660	63,379,404	64,743,210	(1,363,807)	
Total Secondary Source	\$ 62,932,017	\$ -	\$ 11,467	\$ 1,010,660	\$ 63,379,404	\$ 64,743,210	\$ (1,363,807)	

	Total	Fund Alloc
Total Primary Source	\$ 161,463,731	71.8%
Total Secondary Source	\$ 63,379,404	28.2%
TOTAL SOURCES	\$ 224,843,135	100.0%

7. Summary of Billed Consumption

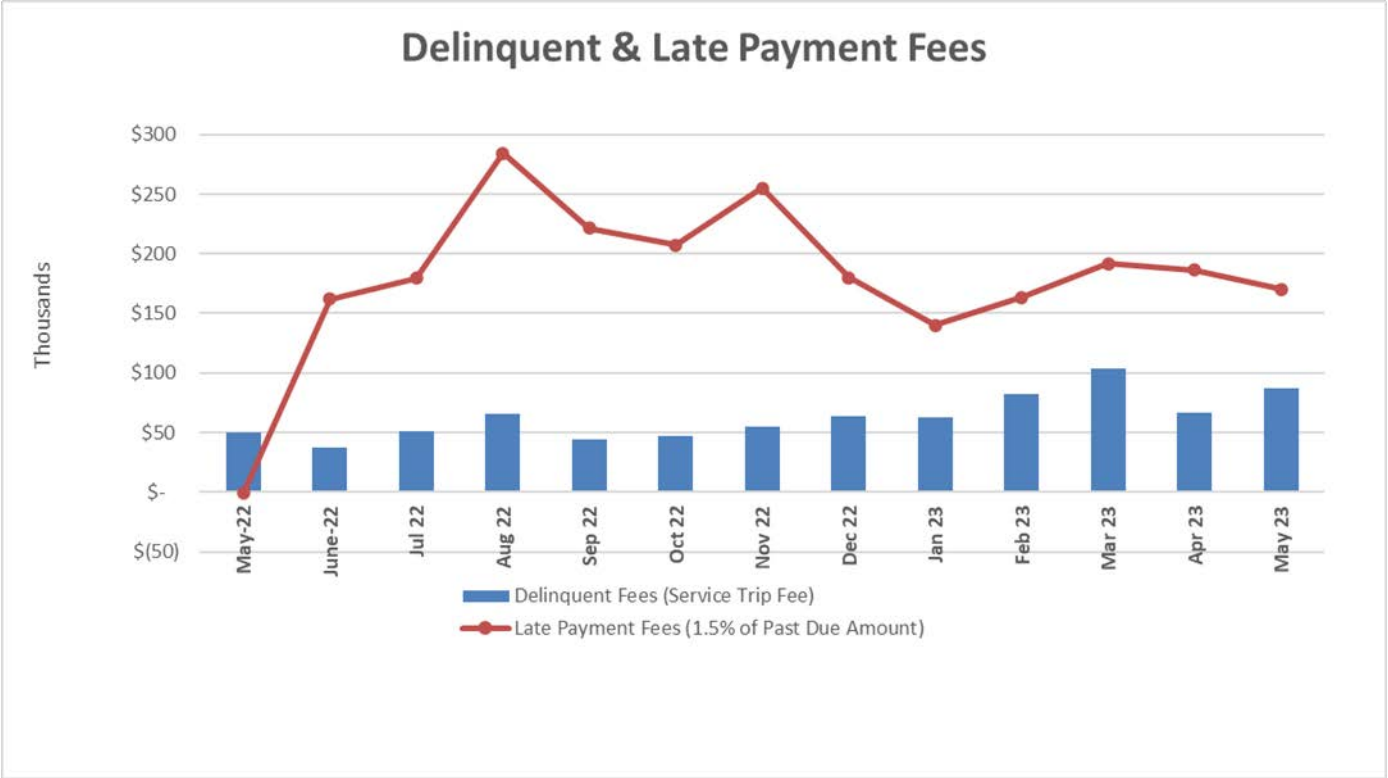


Month	FY2023 Cumulative Budget Estimate	FY2023 Cumulative Actual	% Difference		% Difference		% Difference
			From Budget	Cumulative FY2022 Actual	From FY2022	Cumulative 3 Year Average	From 3 Year Average
July	5,015	4,682	-6.6%	4,976	-5.9%	4,947	-5.4%
Aug	9,883	9,651	-2.3%	9,518	1.4%	9,641	0.1%
Sept	14,413	14,207	-1.4%	14,347	-1.0%	14,345	-1.0%
Oct	18,892	18,679	-1.1%	19,048	-1.9%	18,955	-1.5%
Nov	23,125	22,776	-1.5%	22,953	-0.8%	22,412	1.6%
Dec	27,336	27,133	-0.7%	27,541	-1.5%	27,558	-1.5%
Jan	32,088	31,669	-1.3%	31,865	-0.6%	32,148	-1.5%
Feb	36,182	35,601	-1.6%	36,188	-1.6%	36,087	-1.3%
March	39,309	39,806	1.3%	40,229	-1.1%	40,452	-1.6%
Apr	43,360	43,734	0.9%	44,569	-1.9%	44,644	-2.0%
May	47,508	48,071	1.2%	48,315	-0.5%	48,656	-1.2%
June	51,620	-	N/A	53,243	N/A	53,324	N/A



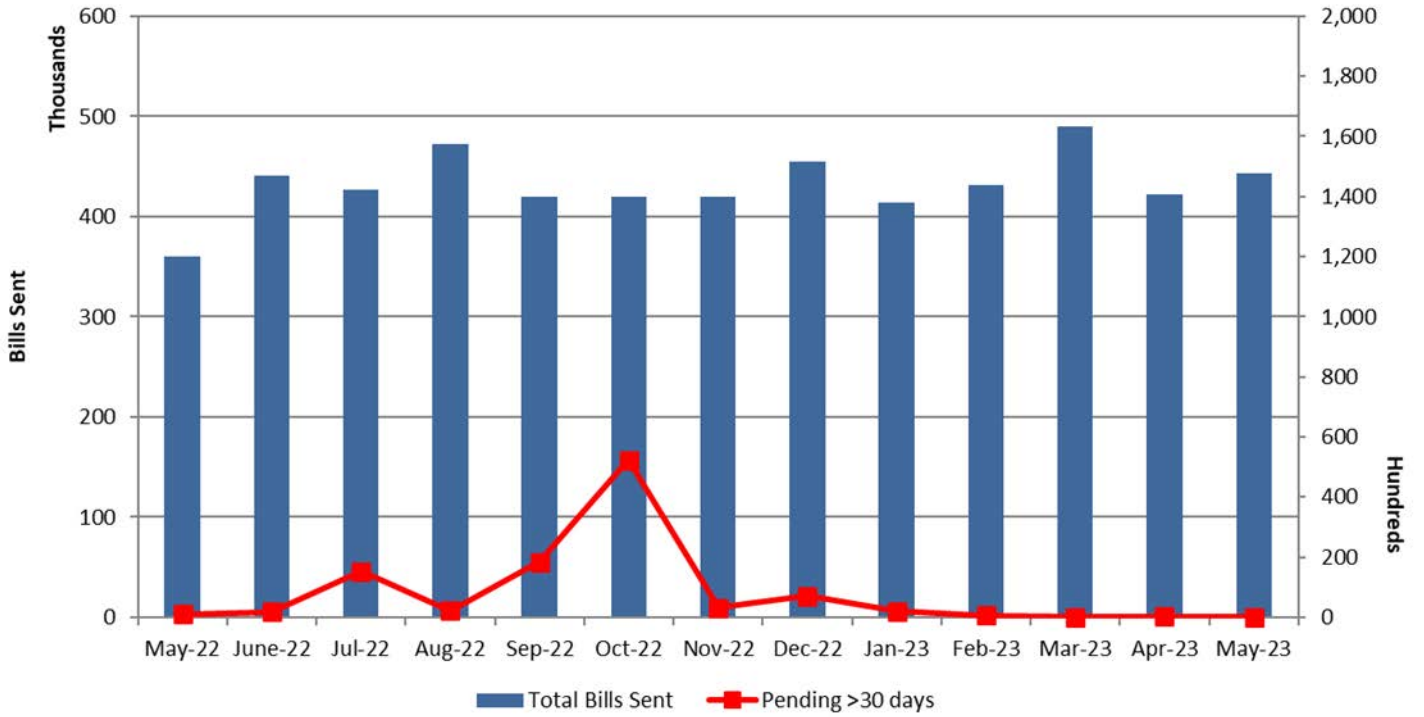
C. Customer Care Center

1. Accounts Receivable Overview

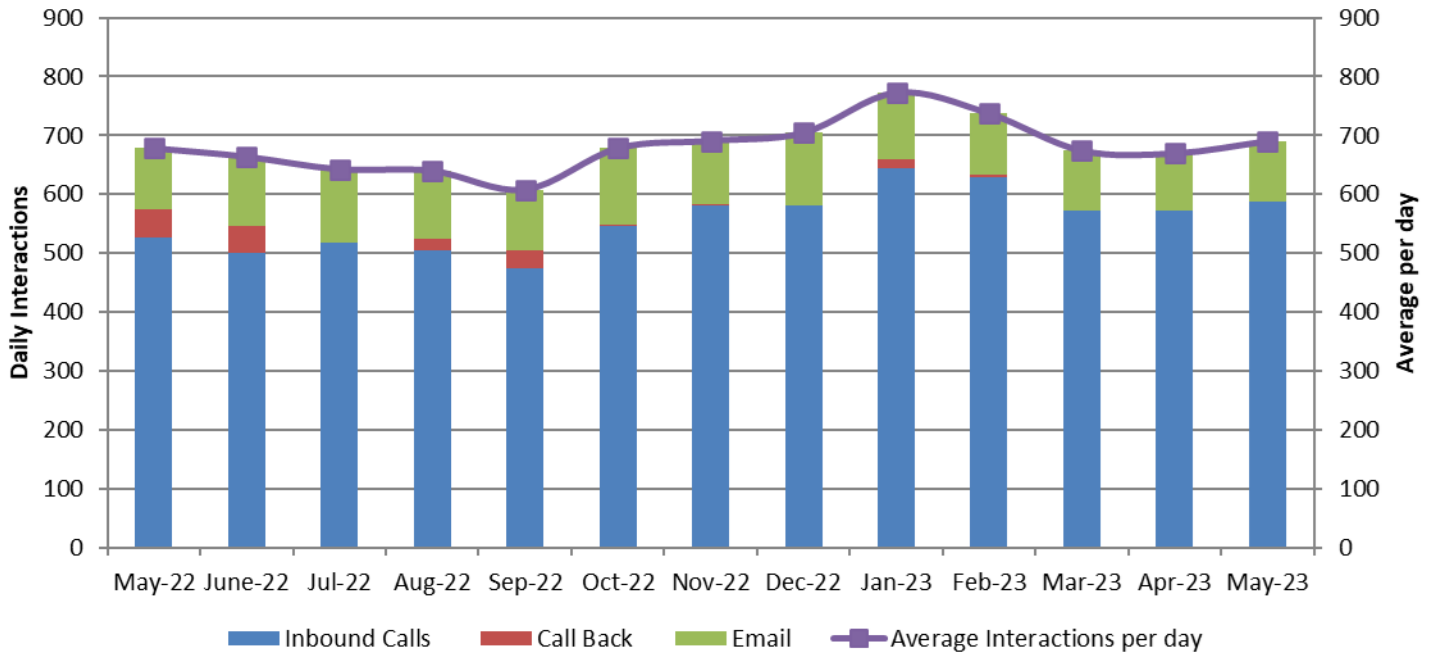


Apr 20-Feb 22 Field Activity was suspended late March 2020 in response to COVID-19

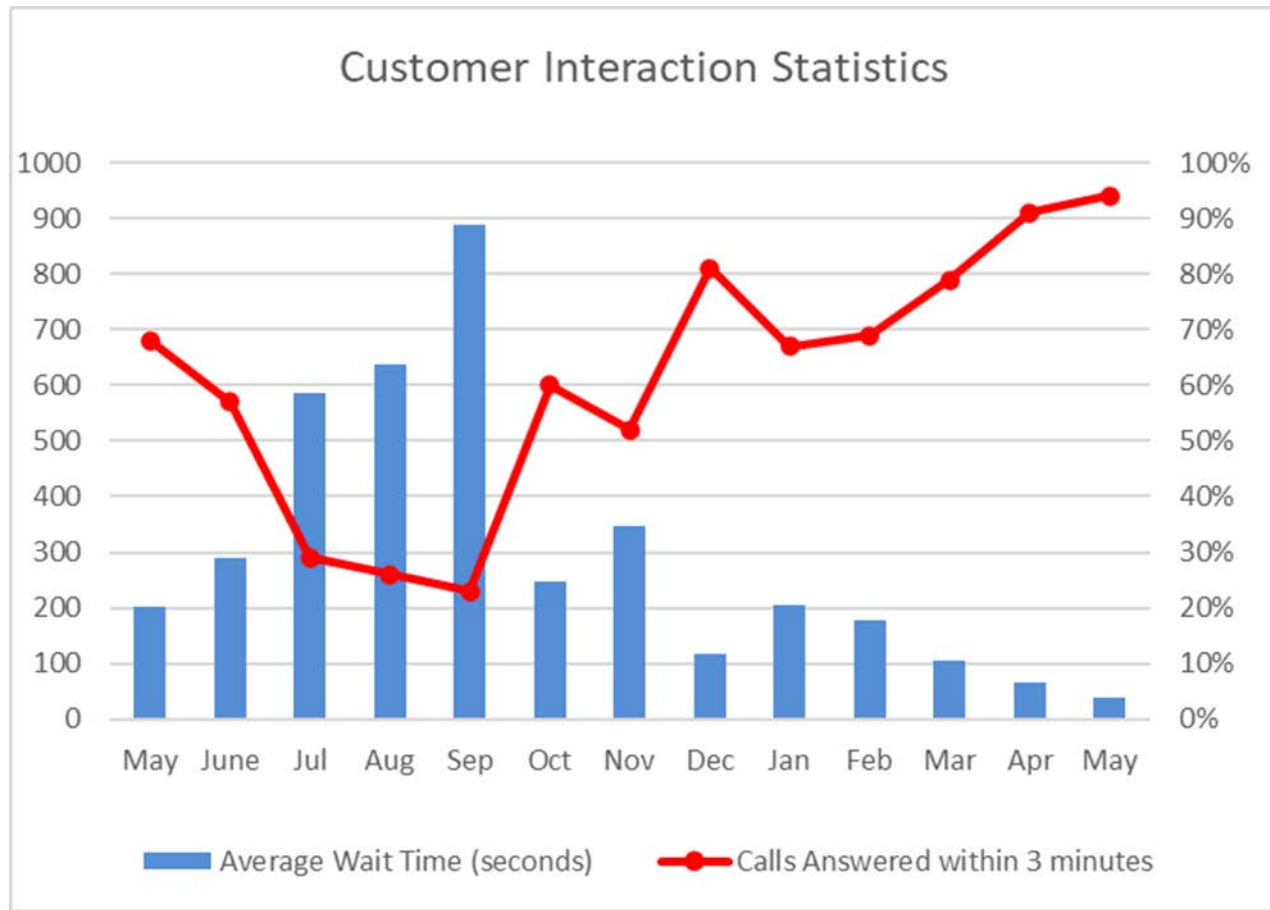
Billing Summary



Call Center Interactions (per day)

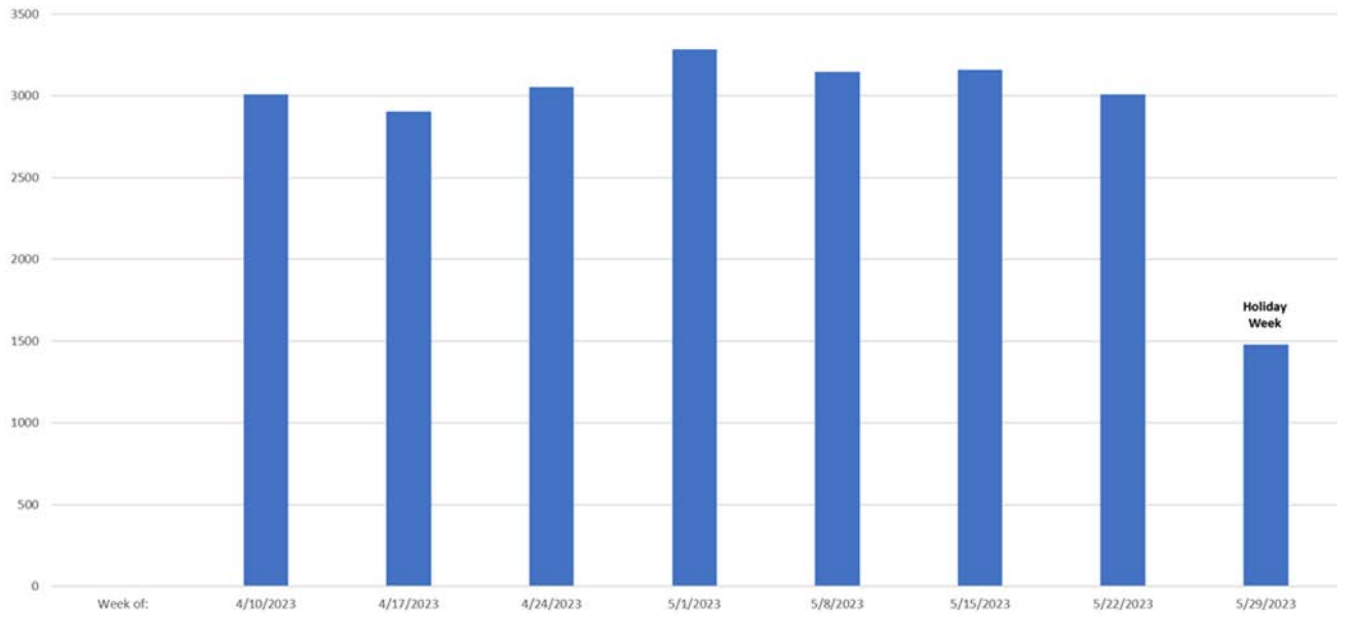


2. Customer Care Center Statistics



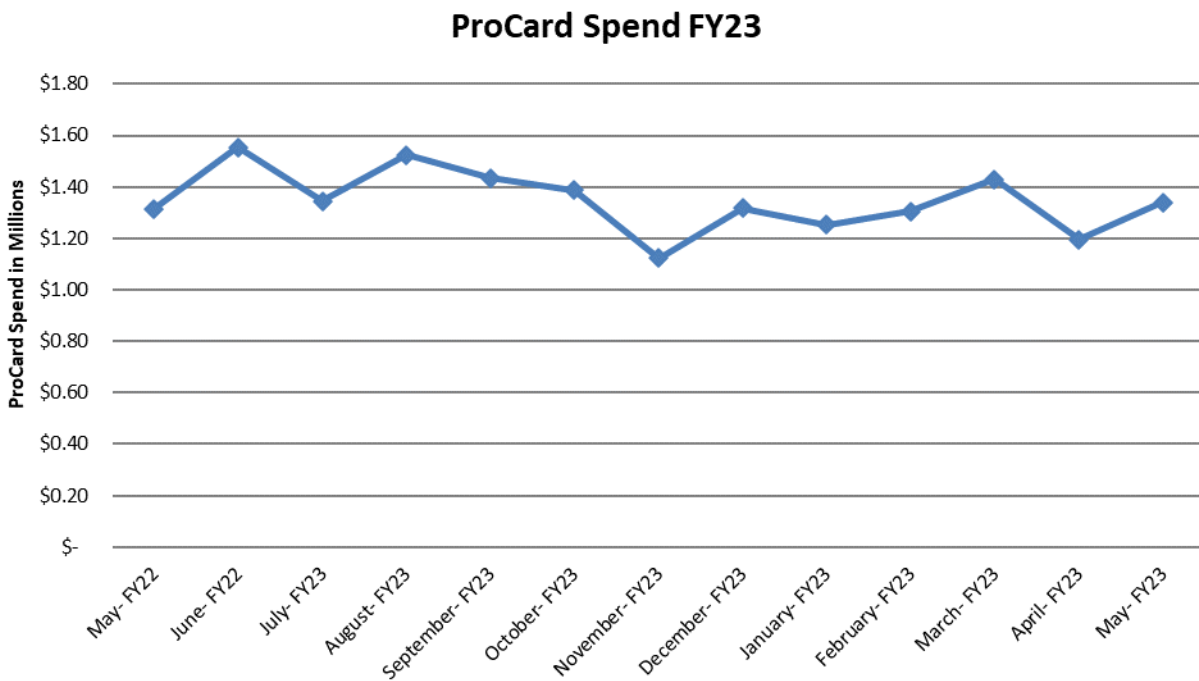
Customer Interaction Statistics	May	June	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May
Calls Answered within 3 minutes	68%	57%	29%	26%	23%	60%	52%	81%	67%	69%	79%	91%	94%
Average Wait Time (seconds)	203	291	587	638	887	246	347	117	206	177	105	66	37
Calls Abandoned	12%	15%	25%	25%	31%	14%	18%	8%	12%	11%	7%	5%	4%

Total Calls Received by Week



D. Procurement Statistics

Savings	Current Period	FYTD
Competitive Savings ¹	\$174,860	\$3,947,339
Negotiated Savings ²	\$881	\$74,445
Salvage Revenues	\$2875	\$33,134
Corporate VISA Card - Estimated Rebate	\$19,980	\$218,309



¹ Competitive savings are those savings obtained through the informal/formal bidding process. All bids received (except for the lowest responsive/responsible bid) added together and averaged. The average cost is subtracted from the apparent low responsive/responsible bidder.

² Negotiated savings are savings obtained during a Request for Proposal process, or if all bids received exceed the budgeted amount, or if only one bid is received.

E. Monthly Strategic Planning Metrics Summary

1. Educational and Outreach Events: 0
2. Community Partners: 0
3. Monthly Metrics

Item #	Strategic Planning Measure	Unit	May 2023
M-1.4a	Training During Work Hours Per Full Time Employee (103) – Current Month	Hours / #FTE	2.05
M-1.4b	Total Training During Work Hours Per Full Time Employee (103) – Cumulative Fiscal Year-to-Date	Hours / #FTE	8.22
M-5.2	Educational and Outreach Events	Number	0
M-5.3	Number of Community Partners	Number	0
	Wastewater Revenue	Percentage of budgeted	101%
	General Reserves	Percentage of Operating Budget less Depreciation	110%
	Liquidity	Days Cash on Hand	342 Days
	Accounts Receivable (HRSD)	Dollars	\$36,239,538
	Aging Accounts Receivable	Percentage of receivables greater than 90 days	30.2%

Respectfully,

Steven G. de Mik

Steven G. de Mik
Deputy General Manager/CFO

Attachments: [Quarterly Performance 3rd Quarter FY23](#)
[HRSD's Operating Cash Strategies and Retiree Health Trust \(OPEB\)](#)

Hampton Roads Sanitation District
Qtrly Performance Report
For the Quarter Ending March 31, 2023

Total Portfolio Summary

Operating Strategies	March 31, 2023	December 31, 2022
Primary Source	\$ 148,170,542	\$ 166,043,343
Secondary Source	63,378,993	62,423,112
	<u>\$</u> <u>211,549,535</u>	<u>\$</u> <u>228,466,456</u>

Primary Source Summary

The Primary Source Portfolio consists of BAML Corp Disbursement Account \$10.35m and VaCo/VML VIP Stable NAV Liquidity Pool \$137.82m. BAML Corp Disbursement Account returned 0.55% for the quarter ending March 31, 2023. VIP LIQ Pool Fund 30 Day Avg Net Yield was 4.84% as of March 31, 2023. VIP Stable NAV Liquidity Pool performed 0.01% above Va Local Government Investment Pool's (the market benchmark) in the month of March 2023. VaCo/VML VIP Stable NAV Liquidity Pool's weighted average credit rating was A-1 for the quarter.

Secondary Source Summary

The Secondary Source Portfolio consists of VaCo/VML VIP 1-3 Year High Quality Bond Fund. VIP 1-3 Year High Quality Bond Fund performed 0.01% above ICE BofA ML 1-3 yr AAA-AA Corp/Gov Index (the market benchmark) in March 2023. The weighted average credit rating for VaCo/VML VIP 1-3 Year High Quality Bond Fund's portfolio was AA for the quarter.

Retirement Health Plan Trust	March 31, 2023	December 31, 2022
Investment Assets	65,310,526	62,514,012
Liquidity Assets	46,489	46,007
Combined Assets	<u>\$</u> <u>65,357,015</u>	<u>\$</u> <u>62,560,019</u>

Retiree Health Plan Trust Summary

The Retiree Health Plan Trust portfolio returned 4.49% (investment assets) for the quarter ended March 31, 2023, below the 5.43% return of the Blended Benchmark.* Over the quarter, the Multi-Asset Class Investment Committee ("the Committee") sought to add value to the portfolio by increasing allocations to Domestic Equity, International Equity, and Fixed Income, while decreasing allocations to Money Market Funds.

*Performance is unreconciled and does not include funds from Boyd Watterson.

	Total Portfolio Value	
	March 31, 2023	December 31, 2022
Investment Assets	\$ 65,310,526	\$ 62,514,012
Combined Assets	\$ 65,357,015	\$ 62,560,019

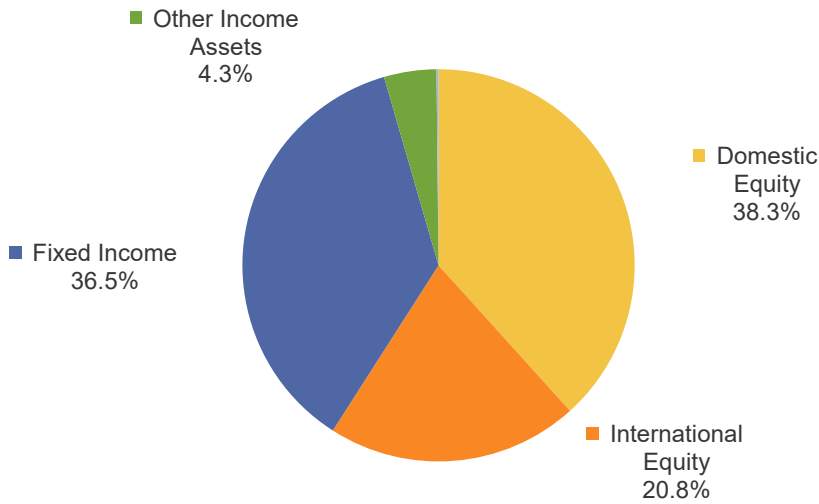
Portfolio Recap & Strategy

- The Retiree Health Plan Trust portfolio returned 4.49% (investment assets) for the quarter ended March 31, 2023, below the 5.43% return of the Blended Benchmark.* Over the quarter, the Multi-Asset Class Investment Committee (“the Committee”) sought to add value to the portfolio by increasing allocations to Domestic Equity, International Equity, and Fixed Income, while decreasing allocations to Money Market Funds.
- In March, the Federal Reserve (Fed) made the decision to raise the benchmark Fed Funds rate, bumping it up by 25 bps to a range of 4.75-5.00%. Looking forward, the Fed’s latest Summary of Economic Projections suggests rates will tick slightly higher in 2023, with the median expectation for the target rate to peak at 5.1% this year.
- Supporting expectations of a possible rate increase is the continued strength in the labor market, as the March employment report saw unemployment falling back down to 3.5%. Total payrolls increased by 236,000 on the month, a slight slowdown from last month but overall continuing the trend of strong readings from the beginning of the quarter. Wage growth, however, slowed in March, at 4.2% year over year, down from 4.6% in February, a possible sign of easing inflationary pressures.
- Despite strong employment numbers and easing inflation, consumer sentiment declined for the first time in four months. The Michigan Consumer Sentiment Index fell to 62 in March 2023, down from 67 last month, as consumers increasingly expect a recession ahead.
- Domestic equity markets, as represented by the S&P 500 Index (S&P), returned 3.67% in March. Within the S&P, seven of the 11 sectors posted positive returns. The Information Technology sector was the best performer of the month, returning 10.93%. Telecommunications was second best, posting a return of 10.39%. Financials was the worst-performing sector, posting a return of -9.55%. Negative returns were seen across smaller market capitalizations, with small-caps (Russell 2000) returning -4.78%, while mid-caps (Russell Mid Cap Index) returned -1.53%, while large-caps (Russell 1000 Index) saw a positive return of 3.16%. Growth stocks outperformed value stocks across all capitalizations.
- Non-U.S. equity markets, represented by the MSCI ACWI ex-U.S., returned 2.45%. Developed markets, represented by the MSCI EAFE Index, saw returns of 2.48%, and emerging markets (EM), represented by the MSCI Emerging Markets Index, saw returns of 3.03% in March. Within the ACWI ex-U.S. Index, eight of the 11 sectors posted positive returns. Information Technology was the best-performing sector internationally, with a return of 6.76%. Telecommunications was second best, posting a return of 5.88%. Financials was the worst performer, posting a return of -4.01%.
- The Bloomberg U.S. Aggregate Index (Aggregate) returned 2.54% in March. Investment-grade (IG) credit as a whole returned 2.74%, AAA-rated bonds returned 2.70%, AA-rated bonds returned 3.10%, A-rated bonds returned 2.68%, and BBB-rated bonds returned 2.73%. High yield corporates saw a return of 1.07% during the month.
- Real estate investment trusts (REITs), represented by the FTSE NAREIT Index, returned -2.54%. Performance was mixed, with three of the nine real estate sectors seeing positive returns. Data Centers did the best, returning 2.14%. The worst performing sector of the month was Office, returning -15.32%.

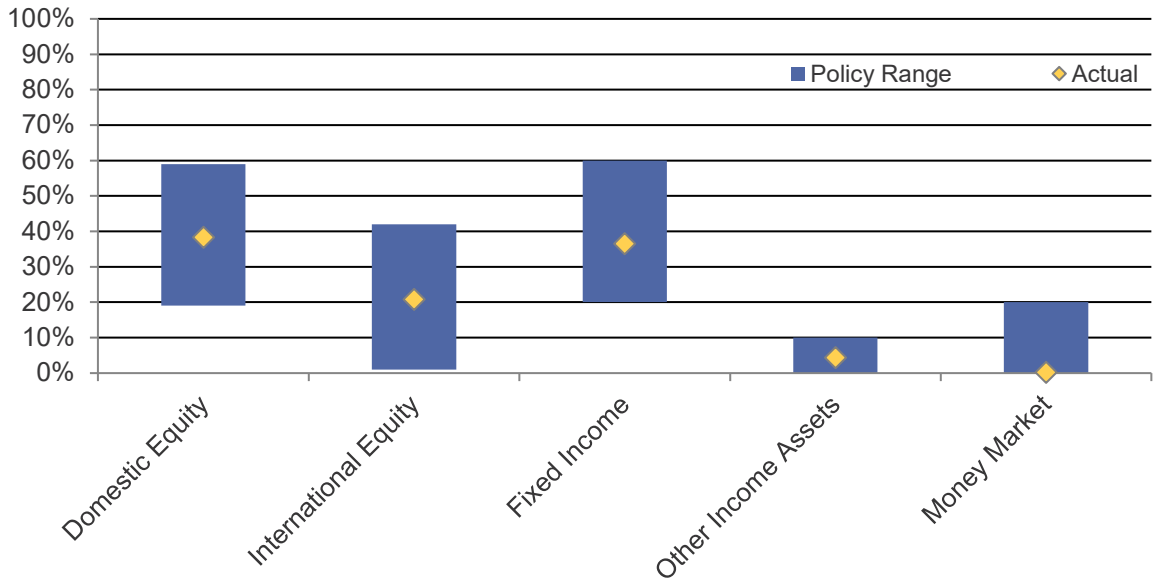
*Performance is unreconciled and does not include funds from Boyd Watterson. See page 3 for detailed information about the Blended Benchmark.

Security Type	March 31, 2023	% of Portfolio	December 31, 2022	% of Portfolio	Permitted by Policy
Domestic Equity	\$ 25,035,267	38.3%	\$ 23,362,605	37.3%	19% - 59%
International Equity	\$ 13,564,145	20.8%	\$ 12,320,423	19.7%	1% - 41%
Fixed Income	\$ 23,826,084	36.5%	\$ 20,257,535	32.4%	20% - 60%
Other Income Assets	\$ 2,821,798	4.3%	\$ 2,821,798	4.5%	0% - 10%
Money Market Funds	\$ 109,721	0.2%	\$ 3,797,657	6.1%	0% - 20%
Totals	\$ 65,357,015	100.0%	\$ 62,560,019	100.0%	

Portfolio Composition (as of 3/31/23)



Asset Allocation (as of 3/31/23)

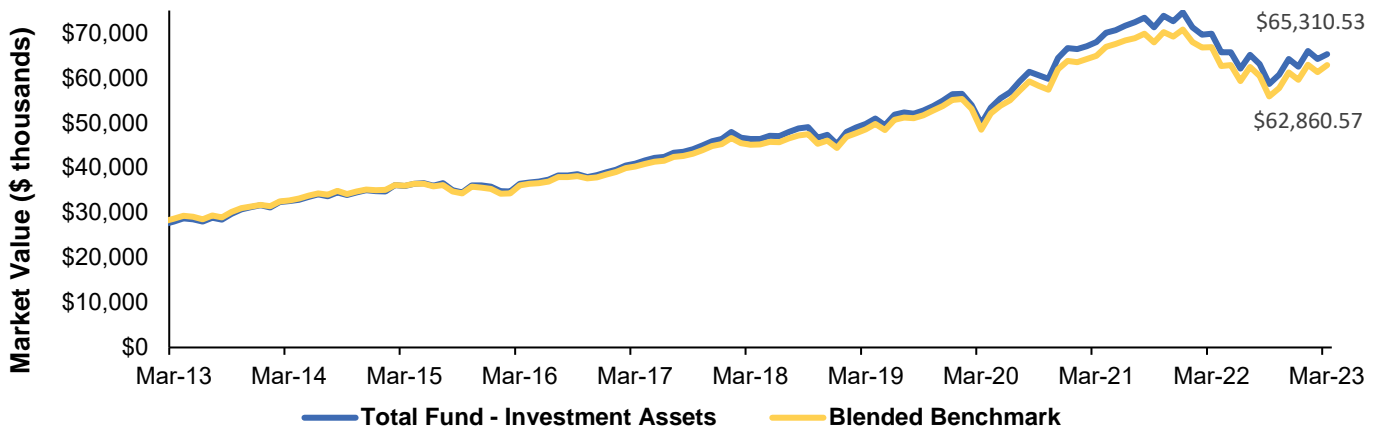


Index	Market Values	%	1 Quarter	Year to Date	Trailing 1 Year	Trailing 3 Years	Trailing 5 Years	Apr-2013 To Dec-2022*	Since Inception	Inception Date
Domestic Equity	\$ 25,035,267	38.33								
Vanguard Total Stock Market ETF	\$ 14,158,009	21.68	7.15%	7.15%	-8.77%	18.36%	10.36%	11.68%	18.36%	4/1/2020
<i>Russell 3000 Index</i>			7.18%	7.18%	-8.58%	18.48%	10.45%	11.73%	18.48%	4/1/2020
Invesco S&P 500 Equal Weight ETF	\$ 2,473,580	3.79	2.89%	2.89%	-6.47%	21.82%	9.78%	11.10%	-3.77%	3/1/2022
<i>S&P 500 Equal Weighted</i>			2.93%	2.93%	-6.31%	22.06%	9.96%	11.40%	-3.59%	3/1/2022
Jensen Quality Growth Fund	\$ 2,676,509	4.10	4.60%	4.60%	-5.35%	17.79%	12.40%	12.98%	11.19%	4/1/2019
<i>S&P 500</i>			7.50%	7.50%	-7.73%	18.60%	11.19%	12.24%	11.61%	4/1/2019
iShares Core S&P Mid-Cap ETF	\$ 2,888,347	4.42	3.81%	3.81%	-5.13%	22.05%	7.62%	9.73%	-1.72%	10/1/2021
<i>S&P MidCap 400</i>			3.81%	3.81%	-5.12%	22.10%	7.67%	9.80%	-1.70%	10/1/2021
iShares Core S&P Small-Cap ETF	\$ 2,838,822	4.35	2.57%	2.57%	-8.90%	21.61%	6.24%	9.83%	-6.29%	2/1/2022
<i>S&P SmallCap 600</i>			2.57%	2.57%	-8.82%	21.71%	6.30%	9.87%	-6.21%	2/1/2022
International Equity	\$ 13,564,145	20.77								
Vanguard Total International Stock ETF	\$ 6,785,419	10.39	6.65%	6.65%	-4.61%	12.72%	2.53%	4.45%	12.72%	4/1/2020
<i>MSCI AC World ex USA (Net)</i>			6.87%	6.87%	-5.07%	11.80%	2.47%	4.17%	11.80%	4/1/2020
J. O. Hambro International Select	\$ 670,250	1.03	8.35%	8.35%	-14.51%	7.07%	1.84%	6.18%	5.41%	1/1/2016
<i>MSCI AC World ex USA (Net)</i>			6.87%	6.87%	-5.07%	11.80%	2.47%	4.17%	5.60%	1/1/2016
Harding Loevner International Equity	\$ 1,350,515	2.07	7.77%	7.77%	-3.43%	11.66%	3.69%	5.99%	6.10%	7/1/2020
<i>MSCI AC World ex USA (Net)</i>			6.87%	6.87%	-5.07%	11.80%	2.47%	4.17%	6.96%	7/1/2020
Vanguard FTSE Developed Markets ETF	\$ 3,396,287	5.20	7.77%	7.77%	-2.91%	13.86%	3.45%	5.26%	-2.38%	3/1/2022
<i>MSCI EAFE (net)</i>			8.47%	8.47%	-1.38%	12.99%	3.52%	5.00%	-0.69%	3/1/2022
Hartford Schroders Emerging Markets Equity	\$ 1,361,674	2.08	5.09%	5.09%	-10.44%	7.64%	-0.74%	2.54%	-0.83%	3/1/2018
<i>MSCI EM (net)</i>			3.96%	3.96%	-10.70%	7.83%	-0.91%	2.00%	-1.26%	3/1/2018
Fixed Income	\$ 23,826,084	36.48								
Baird Core Plus	\$ 6,573,712	10.07	3.04%	3.04%	-4.34%	-1.13%	1.44%	2.00%	2.07%	5/1/2014
<i>Bloomberg, U.S. Aggregate</i>			2.96%	2.96%	-4.78%	-2.77%	0.90%	1.36%	1.45%	5/1/2014
DoubleLine Core Fixed Income	\$ 2,869,584	4.39	3.56%	3.56%	-5.03%	-0.56%	0.68%	1.70%	0.49%	9/1/2017
PGIM Total Return Bond	\$ 5,230,518	8.01	3.17%	3.17%	-6.05%	-1.14%	1.00%	2.07%	0.78%	9/1/2017
<i>Bloomberg, U.S. Aggregate</i>			2.96%	2.96%	-4.78%	-2.77%	0.90%	1.36%	0.53%	9/1/2017
Voya Intermediate Bond	\$ 2,857,663	4.38	3.23%	3.23%	-5.46%	-1.21%	1.10%	N/A	-1.58%	1/1/2020
<i>Bloomberg, U.S. Aggregate</i>			2.96%	2.96%	-4.78%	-2.77%	0.90%	1.36%	-1.63%	1/1/2020
iShares Core US Aggregate Bond ETF	\$ 2,932,505	4.49	3.13%	3.13%	-4.75%	-2.77%	0.88%	1.32%	-0.11%	2/1/2023
<i>Bloomberg, U.S. Aggregate</i>			2.96%	2.96%	-4.78%	-2.77%	0.90%	1.36%	-0.11%	2/1/2023
iShares Intermediate-Term Corporate Bond ETF	\$ 1,242,873	1.90	3.94%	3.94%	-3.93%	0.36%	2.14%	1.98%	-0.70%	10/1/2019
<i>ICE BofAML U.S. Corporate 5-10 Year Index</i>			3.65%	3.65%	-4.04%	0.42%	2.11%	2.56%	-0.65%	10/1/2019
BBH Limited Duration	\$ 1,054,920	1.62	1.68%	1.68%	1.97%	2.78%	2.19%	1.87%	0.35%	2/1/2023
<i>Bloomberg, U.S. Treasury: 1-3 Year</i>			1.59%	1.59%	0.23%	-0.84%	1.09%	0.80%	0.85%	2/1/2023
MainStay MacKay High Yield Corp Bond Fund	\$ 1,064,308	1.63	3.92%	3.92%	-1.03%	6.71%	3.51%	N/A	-1.01%	6/1/2021
<i>ICE BofAML High Yield Master II</i>			3.72%	3.72%	-3.60%	5.82%	3.04%	4.02%	-2.88%	6/1/2021
Other Income	\$ 2,821,798	4.32								
Boyd Waterson GSA Fund	\$ 2,821,798	4.32	0.00%	0.00%	2.89%	6.01%	N/A	N/A	5.99%	7/1/2019
<i>NCREIF Property Income</i>			N/A	N/A	N/A	N/A	N/A	N/A	N/A	7/1/2019
Cash Equivalent										
First American Government Obligation - Z	\$ 63,231	0.10	1.03%	1.03%	2.54%	0.87%	1.28%	0.77%	1.27%	1/1/2004
Retiree Health Plan Trust	\$ 65,310,526	100.00	4.49%	4.49%	-6.48%	8.95%	5.53%	6.49%	7.34%	9/1/2009
Blended Benchmark*			5.43%	5.43%	-6.00%	8.51%	5.27%	5.83%	7.03%	9/1/2009

Data as of March 31, 2023.

N/A refers to performance that is not applicable.

Growth of Invested Assets: Actual v. Benchmark



*Active Strategy implemented April 1, 2013. Since inception to June 30, 2017, the Blended Benchmark was 33% Russell 3000 / 21% MSCI ACWI ex USA net) / 3% FTSE NAREIT Equity REITs / 3% Bloomberg Commodity TR / 40% Bloomberg Barclays Aggregate. From July 1, 2017 to present, the Blended Benchmark was 39% Russell 3000 / 21% MSCI ACWI ex USA net) / 40% Bloomberg Barclays Aggregate.

TO: General Manager
FROM: Director of Information Technology
SUBJECT: Information Technology Department Report for May 2023
DATE: June 20, 2023

A. General

1. ITD staff welcomes Mr. Scott Howerin, our new Chief of IT Operations and Support. Scott is a graduate of Old Dominion University, and brings with him decades of knowledge and experience, having served most recently as the Technology Manager for Application Services at the City of Norfolk.
2. ITD staff is working on the implementation of Customer Care Center's new cloud-based telephony software (Call Center & IVR). Go live is expected to be November 2023.
3. ITD staff continues working with Customer Care and Chesapeake Public Utilities staff in preparation of converting Chesapeake to a HRUBS model 3 billing partner. Go Live is October 1, 2023.
4. The IT Help Desk processed 423 work orders and requests for assistance in May, ensuring availability of computing resources to those working locally and remotely.
5. ITD staff is working on the Meridian software replacement with Adept software, used for CAD document storage.
6. ITD staff is working on the CMMS upgrade with a go-live expected later this summer.

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	May 2023
M-1.4a	Training During Work Hours Per Full-Time Employee (54) – Current Month	Total Training Hours / # FTE	5.05
M-1.4b	Total Training During Work Hours Per Full-Time Employee (54) – Cumulative Fiscal Year-to-Date	Total Training Hours / # FTE	33.60
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 May 2023
DATE: June 20, 2023

A. Interceptor Systems

1. North Shore (NS)

- a. There was one odor complaint, three interceptor complaints, and three system alarms during the month. The odor and interceptor complaints were all investigated and found not to be on HRSD's infrastructure. The system alarms were all minor and fully resolved by NS Operations staff.
- b. NS operations and engineering staff continue to support the numerous capital projects under design and construction. Staff participated in several professional services selection committees. Both the Linear Asset and the Condition Assessment Annual Services Contracts will be filled from these committees.
- c. Continued to spearhead HRSD's efforts to review and improve HRSD's marker signs program for water crossings.
- d. Supervisory Control and Data Acquisition (SCADA) Implementation – several site cutovers and global changes were completed during the month. Additional Emerson staff joined the project and progress has been made on the Cyber Security implementation of Dragos Sensor installs.

2. South Shore (SS)

- a. There was one Sanitary Sewer Overflow reported this month. On May 24, an HRSD contractor working at the intersection of Effingham Street and Green Street in Portsmouth mistakenly spilled approximately 500 gallons of sewage from a vactor truck. The contractor recovered approximately 400 gallons and the remaining 100 gallons leaked into a storm inlet that drains to Scotts Creek, a tributary of the Elizabeth River.
- b. There were six interceptor complaints reported this month. Two were associated with the City of Norfolk Department of Utilities and one was associated with the City of Portsmouth Department of Public Utilities.
 - (1) On May 9, the City of Chesapeake Department of Public Utilities called about a depressed casting that was causing a low area in the street at the intersection of George Washington Highway and Shell Road. Staff raised the casting to grade.
 - (2) The City of Chesapeake Department of Public Utilities also called about a missing casting lid at the intersection of Erik Paul Drive and Fentress Road. Staff replaced the lid and sealed them with an epoxy.

- (3) On May 9, the City of Norfolk Department of Utilities called about two missing cathodic protection test station lids in the intersection of Virginia Beach Boulevard and Raby Road. Staff replaced the lids and sealed them with an epoxy.

B. Major Treatment Plant Operations

1. Army Base Treatment Plant (ABTP), Virginia Initiative Plant (VIP), Treatment Projects Team (TPT) (ACV Group)

a. ABTP

- (1) The treatment plant had three incinerator air deviations. One occurred on May 26 for failing to record two valid Total Hydrocarbon (THC) readings in one hour. The cause was instrumentation failure. Two deviations occurred on May 2 and May 9 for not maintaining a minimum three-hour scrubber pH. Both times were caused by a pump failure.
- (2) The treatment plant had an accidental Aqueous Film Forming Foam (AFFF) release. A fault in the west remote fire suppression pull switch activated the foam cannons, which emptied the tank of its contents. Once the foam tank was emptied the Non Potable Water (NPW) that carries the AFFF to the cannons stayed spraying until treatment plant personnel were able to secure it. Both remote pull switches were replaced to avoid future incidents of this nature.
- (3) Staff installed rebuilt rag compactor in the preliminary treatment facility (PTF).
- (4) Staff installed new upper and lower seals in the #4 secondary clarifier.

b. VIP

- (1) There were two reportable incinerator air events for use of the incinerator bypass stack on May 24 due to a variable frequency drive fault on the induced draft fan.
- (2) There were four incinerator air deviations for invalid THC readings from the incinerator off-gas monitoring system on May 24, 27, 29 and 31, all caused by malfunction of the THC analyzer. The analyzer was replaced with a spare unit from ABTP.
- (3) There was one odor scrubber deviation for main odor control exhaust sulfides greater than 2 parts per million (ppm) on May 18. High hydrogen sulfide (H₂S) loading from the first stage scrubber caused high exhaust H₂S readings from the second stage scrubber. The situation was resolved by switching first stage scrubbers.
- (4) Ammonia-Based Aeration Control is operating at a dissolved oxygen low-end setpoint of 0.5 mg/L, ortho-phosphate setpoint of 2.5 mg/L and

ammonia setpoint of 1.25 mg/L. The average dissolved oxygen level in the aeration tanks was 0.7 mg/L for April. No supplemental carbon chemical addition was used for denitrification.

- (5) Staff completed the annual inspection of one odor control scrubber tower, placed it in service, and removed another scrubber from service for cleaning and inspection.

c. TPI

- (1) Supported Onancock TP a couple of days a week with maintenance activities.
- (2) Completed installation of a 2-inch hydrant on at the gravity thickener building at JRTP.
- (3) Completed rerouting of the digester basement sump pump discharge piping at JRTP.
- (4) Completed installation of nitrification enhancement facility return pump at VIP.

2. Atlantic (ATP), Boat Harbor (BHTP), and Nansemond (NTP) Treatment Plant (ABN Group)

a. ATP

- (1) Earth Action Day was held on May 23, where HRSD hosted more than 60 students, plus their teachers, from Ocean Lakes High School. HRSD volunteers included staff from the Atlantic Treatment Plant, Water Quality, and Communications Departments. The event was very well received and we look forward to expanding the activities for next year.
- (2) Staff assisted the contractor conducting the condition assessments on treatment plant influent lines. Contractors exposed part of the Dam Neck influent line and checked the integrity on the pipe.
- (3) Work by the contractors on restoring Odor D train #1, which caught fire last summer, is ongoing with anticipated start up in early July. The Design and Construction Project team took the lead on this effort last year and has done an excellent job in getting this completed as quickly as possible. In July, the treatment plant will conduct much needed cleaning on each of the odor scrubber trains now that redundancy will be available again.
- (4) The last available live bottom screw, associated with the cake hopper at pre-dewatering, failed this month. Staff is working with the installation contractor to get parts needed to repair these screws. So far, the treatment plant has had only a few issues in getting cake out of this hopper without the screws.

- (5) The Virginia Beach Fire Department came out for their annual walk through. This walk through allows the firefighters to get familiar with the hazards on treatment plant site.

b. BHTP

- (1) There were three THC deviations. All three events occurred due to a failed calibration. The first event occurred on May 5, lasted 41 minutes, and only needed a manual calibration. The second event occurred on the 16th and lasted over a week. The original issue may have been a bad Flame Ionization Detector fuel bottle, which feeds the flame on the THC unit. It is believed that the bottle was bad when it was changed out right before the THC meter started reading off. Treatment plant, Electrical and Instrumentation (E&I), South Shore E&I specialists, and an outside contractor were all called to troubleshoot the THC meter. Multiple parts were replaced, and an adjustment made in the programming to remedy the issues. On May 25, another adjustment was made to the programming allowing the THC meter to pass calibration and show valid readings. On May 27, the third event occurred. The unit started giving odd readings and a manual calibration was performed to which it failed. Investigations into the cause of the odd readings and failed calibration are still ongoing.
- (2) Staff began nitrification efforts by making major process changes to create a suitable environment for nitrifier organism growth. All six aeration tanks are in service with two of the tanks being used as sidestream SBRs (sequencing batch reactor) to help reduce cyanide inhibition of the nitrifiers from the incinerator off-gas scrubber water. The SBRs are a new mode of sidestream operation for BHTP, which was designed internally, and constructed over the past year by a contractor. This new process is critical in Boat Harbor being successful in nutrient reduction during the last year BHTP is in service. Chemically Enhanced Primary Treatment continues to be utilized to reduce the amount of BOD going to the aeration tanks, which will help promote nitrifier growth. Treatment plant staff completed all necessary steps to initiate nitrification, and now it is a wait-and-see as to when nitrification begins, and to what level of nitrogen removal will be accomplished.
- (3) The remaining parts for the Foreign Biosolids finally arrived. The pump was damaged late last year by the hauling contractor, reducing the amount of biosolids the treatment plant could receive from the other treatment plants to one load per day. Once the parts were received, staff immediately rebuilt the pump, and returned it to service. It is now back up to receiving two loads a day.
- (4) Staff replaced the ash bucket elevator top sprocket due to the teeth being worn. The ash elevator is a critical piece of equipment for ash removal and transport of ash to the ash hopper, from the incineration process.

c. NTP/Sustainable Water Initiative for Tomorrow (SWIFT) Research Center

- (1) There was one reportable event for the month. During a rain event, the operator opened the drain valve from the Regional Residual Facility pad to stormwater pond, draining approximately 300 gallons of rainwater mixed with pumpstation residuals to the stormwater pond, none of which was able to be recovered.
- (2) The total volume of SWIFT recharge into the Potomac aquifer for the month of May was 18.0 million gallons. This was 62.5% Recharge Time based on 650 gpm.
- (3) SWIFT staff continued feeding alum as a coagulant to only one flocculation/sedimentation train. Staff continues to collect data for the different doses to perform a side-by-side comparison in operation performance, and to learn if there is any opportunity to save money while not impacting downstream processes like ozonation and biofiltration.
- (4) There were a couple of instances that prevented SWIFT aquifer recharge for the month of May. These were:
 - a. High Total Inorganic Nitrogen (5/1, 5/18)
 - b. NPW shutdown for construction (5/3)
 - c. High influent turbidity (5/4-5/5)
 - d. Issues with polymer system (5/24)
 - e. Ultraviolet reactor ballast failed (5/31)

3. James River (JRTP), Williamsburg (WBTP), and York River (YRTP) Treatment Plant (JWY Group)

a. JRTP

- (1) There were no reportable wastewater events and three odor scrubber deviations. The three odor scrubber deviations were scrubber effluent exhaust readings over ppm. Two were due to the hydrogen sulfide set point between the dual stage scrubber set too high and one was due to an off-line chemical feed pump.
- (2) Staff completed modifications to the #1 primary clarifier scum system to better remove scum. Modifications included extending the raceway skirt about four feet farther down into the tank, modifying the scum trough, and installing adjustable weir gates.
- (3) Staff replaced all five caustic feed pumps used for odor and pH control with new peristaltic pumps. These pumps are in the solids handling building and feed caustic to the odor scrubbers, centrate treatment influent and effluent, and contact tanks.
- (4) A contractor replaced the #4 cast iron primary effluent pipe with High-Density Polyethylene (HDPE) pipe after the crown of the pipe was found to be corroded. While in the primary effluent distribution chamber, the #3 primary effluent pipe was inspected and found to be in the same condition

as #4. This pipe was slip lined with an HDPE pipe to keep the primary clarifier influent overflow channel intact.

b. WBTP

- (1) There were no reportable wastewater or air events, seven incinerator deviations, two odor scrubber deviations, and one odor complaint. The seven incinerator deviations were a failure of the total hydrocarbon meter to record two valid readings per an hour due to calibration issues. The odor scrubber deviations were effluent hydrogen sulfide readings above 5 ppm due operational issues with scrubber pumps. The odor complaint was from local resident who noticed a strong odor on the day an oxidation tower was taken out of service for cleaning and inspection.
- (2) Staff completed repairs to #1 primary clarifier. Repairs included installing a new effluent pipe and weirs, replacing the main shaft bearing, and installation of a new speed reducer. A contractor will be used to coat the inside of the effluent pipe before the tank is placed back in service.
- (3) The contractor for Virginia Natural Gas (VNG) installed the natural gas line. The new line is sized to meet the treatment plant's natural gas needs and includes branch lines serving the incinerator, dewatering, and the administration building and a new meter. All that remains is for VNG to tie in the new line to their system.

c. YRTP

- (1) There was one reportable wastewater event and one odor scrubber deviation. The wastewater event was a low effluent chlorine residual of 0.09 milligrams per liter due to high nitrate and low ammonia in the final effluent. This caused an increase in hypochlorite demand. The odor scrubber deviation was an odor scrubber effluent exhaust reading over 5 ppm due pH setpoints too low.
- (2) Plumbing and electrical work on the Administration Building Renovation project is almost complete in the northwest expansion and installation of drywall has started. A portion of the existing outside wall between the old building and the expansion area was demolished for the hallway between the two areas. The contractor cleaned up and graded outside the expansion area.

d. Multiple Hearth Incinerator (MHI) Operations Events Summary

- (1) All treatment plants (Army Base, Boat Harbor, Virginia Initiative, and Williamsburg) met the 100 PPM THC limit with continuous emissions monitoring valid data captured of greater than 60%.
- (2) The MHIs had two deviations from the required 129 Sewage Sludge Incineration (SSI) rule minimum operating parameters and four minor bypass events (<60 minute).

C. Small Communities Division (SCD)

1. Middle Peninsula

There were seven new single-family home connections.

a. West Point Treatment Plant (WPTP)

Staff and TPE have been working on fine-tuning overall treatment plant performance.

b. West Point Collection System

Pump Stations Pamunkey Street and Dogwood were cut over to the new Ovation system.

c. King William Treatment Plant

Programming changes with the equalization tanks along with more routine membrane maintenance and equipment optimization has increased treatment plant performance significantly. We increased average effluent amounts by over 15% from 52 gallons per minute (gpm) to 65 gpm and have been able to eliminate contractual and most of the in-house pump and haul efforts at the treatment plant. Comparing current operation to just a month ago we are saving an average of \$10,000 a week by not having to contract out dozens of loads a week to prevent a spill at the treatment plant.

2. Surry Systems

a. Pump Stations Dendron A and Dendron B were both switched to the new Ovation system this month.

b. Marina Drive pump station and force main went online this month and have eliminated costly pump and haul to Surry County.

3. Lawnes Point

Pump and haul operations continue at Lawnes Point. The contractor, Atlantic Heating and Cooling, performed four days of pump and haul of the SBR tank this month.

4. Eastern Shore (ES)

a. Onancock Treatment Plant

Rehabilitated chemical injection system for membranes. Work included rebuilding the chemical injection pump, replacement of high-flow air regulators, and installation of new lines off the discharge side of the pump to recirculate chemical flow back to the day tank so that pump calibrations, tests, and drawdowns could be accomplished without injecting chemicals into membranes.

b. Onancock Collection System

Factory Acceptance Testing was conducted for Carolyn Avenue and Nassawadox Pump Stations.

c. Chincoteague Treatment Plant

Planning is underway for HRSD to assume ownership of the package plant.

D. Electrical & Instrumentation (E&I)

1. The flow meters in the Odor D scrubber drain were upgraded at ATP. The older "non-direct burial type" Foxboro flow meters experienced signal loss issues, due to flooding in the trough. This flooding led to terminal corrosion that resulted in inaccurate flow measurements. Staff ordered new "direct burial type" magnetic flow meters that are not susceptible to water intrusion. They worked with treatment plant staff to install the Magnetic Flow Tubes and Transmitter for Odor Control Trains #1 and #4, and plan to complete Odor Control Train #3 next month.
2. Staff worked with a contractor and Interceptors Division to update the existing controls to the new SCADA Remote Terminal Unit controls at Ingleside, Marina Drive and Granby Street Pump Stations. These stations were successfully cutover to the new controls.
3. Staff participated in the successful completion of testing for the new Ovation SCADA System at Ingleside Road, Fort Eustis, Dendron A, Dendron B, Marina Drive, Granby Street, Rappahannock, Dogwood Drive, and Pamunkey Street Pump Station. The final site testing was completed by SEI, CEC, Emerson, Industrial Automation Programmers, E&I, and Interceptor Systems staff. These sites are now active on the new Ovation SCADA systems.
4. Staff participated in the successful application and testing of Global Changes for SCADA at Langley Circle, Colonial Williamsburg, Williamsburg, and Rolling Hills PS's. SEI, IAP, E&I, and Interceptor System staff completed the final site testing. These changes further standardize the system between sites and within the Ovation software to enhance future support and maintenance of the system.
5. Staff assisted Automotive Shop staff with diesel generator load bank testing at Bloxom's Corner, Cedar Lane, Colley Avenue, Hilton School, Suffolk, and Washington Street PSs, Terminal Boulevard, Quail Avenue and Taussig PRSs. The generators operated as designed and were returned to service.
6. Staff coordinated and participated in a demonstration of the Energy CAP and XEBEC energy management and accounting software packages, respectively. The demonstration was facilitated by energy managers from Chesterfield County and the City of Virginia Beach. The goal is to explore and leverage solutions that streamline our processes of receiving, codifying, analyzing, and managing monthly electric utility invoices.

E. Support Systems

1. Facilities Maintenance (FM)

- a. FM staff renovation of the Electrical shop at ATP continues. The locker room sink vanity along with associated plumbing has been completed. New urinals, commodes, and partitions have been installed. The ceiling grid, tiles, and new cassette heating ventilation and air conditioning unit have been installed in the Industrial and Automation Programmer (IAP) workspace. Workstations have also been installed in the E&I and IAP office areas.
- b. The Carpentry Shop (CS) has completed the installation of vinyl tile on the window ledges and is finishing the counter trim and punch list. The CS staff has also repaired and refurbished the east entrance double door center post at building 1434.
- c. The Machine Shop had a total of 20 projects with eight pump rebuilds. There were two notable projects this month. One project was working with HRSD's Technical Services Division (TSD) to make a stormwater baffle to help build up the water levels in stormwater pipes for submerging their instruments. This required fieldwork of making entry into the piping to take measurements of the concrete elliptical bottom surface. Staff was able to use these measurements to construct a baffle system that allowed water to not only back up, but also flow through, which keeps the water from becoming stagnate. Another notable project is where staff worked with NS to make two 90-degree pipe supports for the main header at the Claremount PS. This required parts to be fabricated in-house along with welding to support the piping. These two supports help with cavitation and vibration of the new pump station design.

2. Infrastructure Assessment (IA)

The Concrete Coatings staff oversaw several coating and concrete rehabilitation projects at NTP, NTP and South Shore complex Central Environmental Lab building, SS Interceptors Cedar Lane PS, VIP, and WBTP.

F. Resource Recovery

1. There is a considerable amount of work being done by staff to optimize power, reduce chemical usage, and specifically reduce Sodium Hypochlorite (Hypo). Due to Hypo's drastically increased unit cost, staff focused on reducing process chemicals and specifically for odor control. Controls and operation of the odor control system will be optimized, and internal guidelines will be updated. To achieve this goal without causing off-site odors, the chemical reduction is treatment plant specific. For instance, ATP, due to its location will not undergo any changes. A change may be made at other locations based on measured odor levels, on-site and off-site.
2. Staff purchased a flare commonly used in landfills. For a pilot test, we identified ideal locations. An air vent that produces a high amount of methane and PS that produces a high number of sulfides would be suitable candidates. A PS is an interesting concept, where excessive sulfides along with methane will be continuously combusted. As a result, the sulfides in the wet well will be reduced, the well will be continuously scrubbed, and the methane will be flared. Sulfides and methane are no longer harmful

at temperatures above 500 degrees Fahrenheit. Adding a fuel source to the wet well will be determined based on the methane content of the well. A pilot study is necessary because numerous questions remain unanswered. To ensure safe testing, safety staff will be included in the pilot installation.

G. Water Technology and Research

EPA recently published draft primary maximum contaminant levels (PMCLs) for PFAS in drinking water. For SWIFT, the critical contaminants for removal include PFOA and PFOS, and the PMCL was proposed at 4 ng/L each. In the scheme of SWIFT treatment, there are two approaches for cost-effectively meeting this requirement. One is operating granular activated carbon (GAC) contactors with the objective of PFOA/PFOS removal in addition to total organic carbon (TOC). This will lead to more GAC utilization and increased cost, and pilot and full-scale work is ongoing at the SRC to quantify the increase in GAC utilization that would be expected at James River and Nansemond. The other approach is to apply non-regenerable anion ion exchange (IX) as a polishing step downstream of GAC. In this case, GAC would continue to be targeted at TOC and other emerging contaminant removal, and it would also remove a large fraction of the incoming PFAS. IX would be used to polish residual PFAS. This approach has the potential to be less expensive on a life cycle basis, but pilot testing is needed to develop the data needed to perform the cost and business case analysis, to select an optimum AIX resin, and to determine appropriate design and operation conditions. In addition, pilot testing will be used to also evaluate emerging novel sorbents that have been developed specifically for PFAS removal. This pilot testing will be conducted at the SRC While IX was not included in the James River SWIFT design, this could be considered for a future improvement. For Nansemond SWIFT, the basis of design already includes a requirement that the proposing design-build teams provide space and head that would allow for the addition of IX.

H. 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)	4	3	4	3	2	3	5	4	3	4	0	
2.7	# of PS Annual PMs Performed (SS)	3	6	7	8	3	1	2	2	5	13	4	
2.7	# of Backup Generator PMs Performed (Target is 4.6)	17	15	10	13	16	12	15	12	12	10	15	
2.8	# of FM Air Release Valve PMs Performed (NS)	105	192	136	181	403	337	184	305	225	236	111	
2.8	# of FM Air Release Valve PMs Performed (SS)	8	193	135	98	149	131	258	241	189	97	411	
2.9	# of Linear Feet of Gravity Clean (NS) (Target is 2,417 for HRSD)	2,685	4,501	4,298	2,197	3,549	3,935	5,602	1,553	2,512	1,161	1,139	
2.9	# of Linear Feet of Gravity Clean (SS) (Target is 2,417 for HRSD)	0	6130	7044	14,051	6,967	0	8,964	13,303	8,515	17,055	6,772	
2.9	# of Linear Feet of Gravity CCTV Inspection (HRSD Target 3,300 LF)	0	10,896	11,845	17,293	0	0	2,274	0	0	0	0	

I. Strategic Measurement Data

1. Education and Outreach Events: 11

- a. 05/09/2023 - WEF Water Leadership Institutes (WLI) training – Christel Dyer
- b. 05/10/2023 - WEF Steering Subcommittee meeting - Germano Salazar
- c. 05/12/2023 - Tour to Old Dominion University (ODU) Civil and Environmental Engineering (CEE) Alumni
- d. 05/15/2023 - Cambi tour to City of Honolulu – Dana Gonzalez
- e. 05/15/2023 – “The 5 Dysfunctions of a team” by Patrick Lencioni, for the VWEA leadership Academy. – Laura Jones
- f. 05/15/2023 - VIP Tour for Technical Services Division Intern – Josh Coyle
- g. 05/17/2023 – Swift tour for HRSD P3 Staff - Germano Salazar
- h. 05/23/2023 - Earth Action Day with Ocean Lake High School
- i. 05/24/2023 – Borchardt Conference presentation for success at pilot-scale leads to the full-scale application of PdNA in MBBR and IFAS and the inadvertent development of mainstream PNA along the way – Megan Bachmann
- j. 05/24/2023 – Borchardt Conference presentation for Cometabolic removal of 1,4-dioxane in biologically active carbon filtration at concentrations relevant to drinking water and indirect potable reuse – Hannah Stohr
- k. 05/31/2023 – Meeting with Mayor and City Manager of Poquoson to discuss CIP YR0143 Bethel-Poquoson Force Main Phase II Replacement – Jeremiah Burford

2. Community Partners: 13

- a. Chesapeake Department of Public Utilities
- b. DOE Jefferson Lab
- c. Gloucester County
- d. King William County
- e. Middlesex County
- f. Norfolk Department of Public Utilities
- g. Ocean Lake High School
- h. Old Dominion University

- i. Portsmouth Department of Public Utilities
- j. Suffolk Department of Public Utilities
- k. Town of Onancock
- l. Virginia Beach Department of Public Utilities
- m. Virginia Department of Transportation

3. Monthly Metrics

Item #	Strategic Planning Measure	Unit	May 2023
M-1.4a	Training During Work Hours per Full Time Employee (FTE) (524) – Current Month	Hours / FTE	3.38
M-1.4b	Total Training During Work Hours per FTE (524) – Cumulative Year-to-Date	Hours / FTE	34.53
M-2.3a	Planned Maintenance Total Maintenance Hours	Total Recorded Maintenance Labor Hours	31,882.60
M-2.3b	Planned Maintenance – Preventive and Condition Based	percent of Total Maintenance Hours	60.70%
M-2.3c	Planned Maintenance - Corrective Maintenance	percent of Total Maintenance Hours	17.17%
M-2.3d	Planned Maintenance - Projects	percent of Total Maintenance Hours	22.13%
M- 4.1a	Energy Use: Treatment	kWh/MG	*
M-4.1b	Energy Use: Pump Stations	kWh/MG	*
M-4.1c	Energy Use: Office Building	kWh/MG	*
M-5.2	Educational and Outreach Events	Number	11
M-5.3	Number of Community Partners	Number	13

*Not available due to Dominion Energy system upgrades. Will provide in a future report

Respectfully submitted,
Robert Joseph Rutherford
 Acting Director of Operations

TO: General Manager

FROM: Director of Talent Management (TM)

SUBJECT: Monthly Report for May 2023

DATE: June 14, 2023

A. Talent Management Executive Summary

1. Recruitment Summary

Current Vacancies	50
New Recruitment Campaigns	12
Job Offers Accepted – Internal Selections	8
Job Offers Accepted – External Selections	23
Internal Applications	23
External Applications	180
Average Days to Fill Position	123.54*

*Number is not reflective of the true time to fill due to the Operations Pipeline positions which are posted continuously.

2. Employee Separation Summary

	May 2023	Total (April 2022-May 2023)
Career/Better Opportunity	2	25
Content of work	0	5
Family circumstances	0	5
Dismissal	2	14
Going to school	0	1
Lack of Opportunity for Advancement	0	1
Moving from the area	0	6
Salary	2	7
Retirement	3	20
End of Assignment (PT)	1	25
Administrative Separation	0	2
Unknown	1	2

3. Enterprise Resource Planning (ERP)

- a. HRSD continued working with the consultant on system enhancements and changes to benefit interfaces.
- b. Worked with Mid-Atlantic CORE User Group planning team to organize registration and event setup for their annual meeting. HRSD and the City of Virginia Beach are co-hosting the event.

4. Benefits and Compensation

- a. Open enrollment ended on May 31, 2023. The virtual open enrollment meetings were attended by 497 employees and spouses.
- b. The vendor for the compensation study has been selected pending Commission approval.

5. Wellness Program

a. Participation

Year Ten Participation Activities	Unit	May 2023	Year to Date (March 2023– May 2024)
My Spark Central Registrations	Number	19	55
Biometric Screenings	Number	7	14
Biometric Outcomes	Number	4	10
Annual Physicals	Number	7	14
Preventive Health Exams	Number	15	38
Preventive Health Assessments (PHA)	Number	38	144
Health coaching	Number	7	12
Age-appropriate vaccine	Number	4	7
Complete Smoke Attestation	Number	37	220
HRSD Lunch & Learns	Number	52	284
Wellness Activity/Challenges	Number	53	295

- b. The WellSpark Wellness Specialist did one onsite visit this month at the Virginia Initiative Plant (VIP), Small Communities, West Point (SCD) North Shore Interceptors, South Shore Interceptors, Williamsburg Treatment Plant (WTP) and Army Base Treatment Plant (ABTP).
- c. May was Mental Health Awareness Month. Weekly emails, resources, and flyers from WellSpark and Optima EAP was sent out to the organization.
- d. The Wellness Specialist met with the Wellness Committee.

- e. The Wellness Specialist presented the Wellness Program at open enrollment meetings and at New Employee Orientation.
6. Organizational Development and Training (ODT):
- a. Conducted third LAMA cohort orientation. This year we have 18 participants.
 - b. Conducted TAPS training for 25 participants.
 - c. Conducted Your Role in Quality training for 26 new employees.
 - d. Conducted the second half of supervisor training, LEAP. We have 22 new supervisors.
 - e. Continued working on the 2023 Workcenter Planning Day initiative.
 - f. Continued work with the Customer Care Division to curate online learning paths, and integration of available Corporate Training courses.
 - g. Continued work with the Water Quality Department to increase quality assurance training courses.
 - h. Continued work on the Corporate Training software.
 - i. Continued to work with the SharePoint Governance Team.

7. Apprenticeship Program

Work continued on the following:

- a. Apprenticeship Mentoring Program
- b. Building and structuring an Apprenticeship daytime program
- c. Developing Standard Operating Procedures for ODT responsibilities
- d. Trade curricula revisions and course development to update and enhance course offerings in Catalog

8. Safety Mishaps and Work-Related Injuries Status to Date (OSHA Recordable)

	<u>2022</u>	<u>2023</u>
Mishaps	36	10
Lost Time Mishaps	4	3
<i>Numbers subject to change pending HR review of each case.</i>		

9. Safety Division Monthly Activities

Safety Training Classes	18
Work Center Safety Inspections	9
Reported Accident Investigations	2
Construction Site Safety Evaluations	10
Contractor Safety Briefings	8
Hot Work Permits Issued	0

Confined Space Permits Issued/Reviewed	58
Industrial Hygiene Monitoring Events	2

B. Monthly Strategic Planning Metrics Summary

1. Education and Outreach Events: (4)
 - a. 5/16/2023 Hire Our Grads, Norfolk Vocational and Technical School
 - b. 5/17/2023 Virginia Beach Housing and Resource Center Job Fair
 - c. 5/19/2023 VEC Veteran/Spouse Military Hiring Event
 - d. 5/23/2023 Earth Action Day at Ocean Lakes High School

2. Community Partners: (5)
 - a. CIVIC Leadership Institute
 - b. City of Virginia Beach Public Schools
 - c. City of Virginia Beach
 - d. Virginia Employment Commission
 - e. City of Norfolk Public Schools

3. Monthly Metrics

Item #	Strategic Planning Measure	Unit	May 2023
M-1.1a	Employee Turnover Rate (Total)	Percentage	1.08%
M-1.1b	Employee Turnover - Service Retirements	Percentage	0.2%
M-1.4a	Total Training Hours Per Full Time Employee (18)	Total Training Hours/ FTE	2.67
M-1.4b	Total Training During Work Hours Per Full Time Employee (18) – Cumulative Fiscal Year-to-Date	Hours / FTE	30.19
M-5.2	Educational and Outreach Events	Number	4
M-5.3	Community Partners	Number	5

Respectfully submitted,

Dorissa Pitts-Paige
 Director of Talent Management

TO: General Manager
FROM: Director of Water Quality (DWQ)
SUBJECT: Monthly Report for May 2023
DATE: June 14, 2023

A. General

1. No civil penalties were issued by the Pretreatment and Pollution (P3) Division in May.
2. WQ continued to support Operations staff in odor surveillance as part of the biosolids curing studies and to address odor complaints as needed. Further information on odor complaints for HRSD facilities can be found in the [Effluent and Air Emissions Summary](#).
3. Ashley Roberts accepted a nomination for the National Environmental Laboratories Accreditation Conference (NELAC) Institute Chemistry Expert Committee as an associate member. Kim Fielder accepted a nomination to The NELAC Institute Quality System Expert Committee as an associate member. Both roles involve participation in the development of standards for laboratory accreditation and will most likely lead to leadership roles in each committee.
4. The Chief of P3 presented at the National Association of Clean Water Agencies (NACWA) Pretreatment Workshop in Boise, ID. The topic of the presentation was the transition of HRSD's Industrial Pretreatment Program to Enhanced Source Control and included several case studies of HRSD successfully working with industries to address problematic pollutants.
5. The Chief of P3 participated in a radio interview on WMBG 93.5 giving an overview of HRSD.
6. The Water Quality Department submitted comments on the Environmental Protection Agency's (EPA) proposed National Primary Drinking Water Regulation (NPDWR) for per- and polyfluoroalkyl substances (PFAS). Specifically, the proposal called for the regulation of PFOA and PFOS in drinking water and introduced a novel approach for regulating mixtures of four additional PFAS (PFHxS, PFBS, PFNA and Gen-X compounds). This mixture-based proposal has not previously been included in any Safe Drinking Water Act (SDWA) regulations. Comments focused on the need to prioritize source control for PFAS ahead of costly treatment technologies which burden communities, the need for phased implementation to prioritize resources for the most impacted water systems, and suggested policy adjustments that can reduce the capital and Operations and Maintenance (O&M) costs for water systems. These comments included HRSD experience related to granular activated carbon use and constraints within the current construction environment.

7. DWQ participated in the following HRSD activities:
 - a. HRSD Quality Steering Team (QST)
 - b. Strategic Plan Key Performance Indicator Development
 - c. SWIFT QST

8. Advocacy and external activities:
 - a. Attended the annual MissionH2O meeting for the Virginia Department of Health (VDH) and Department of Environmental Quality (DEQ) briefing on activities and regulations related to water supply
 - b. Attended the Virginia Water Environment Association (VWEA) Education Conference on Biosolids
 - c. Co-chaired the NACWA Biosolids Committee meeting
 - d. Elizabeth River Project (ERP) Knitting Mill Creek Steering Committee meeting
 - e. EPA's Mid-Atlantic Region 3 Summit
 - f. Presented on SWIFT and nutrient trading for the Hampton Roads Planning District Commission (HRPDC) stormwater workgroup
 - g. Virginia Biosolids Council (VBC) monthly meeting

B. Quality Improvement and Strategic Activities

The Sustainability Environment Advocacy (SEA) Group participated in Earth Action Day at the Atlantic Treatment Plant on May 23. This event hosted students from Ocean Lakes High School where they participated in a plant tour, received a demonstration from Water Quality staff, heard about careers at HRSD, created wildflower seed "bombs", and assembled cedar birdhouses for *Sialia sialis* (Eastern Bluebird).

C. Municipal Assistance Program (MAP)

HRSD provided sampling and analytical services to the following to support monitoring required for their respective VPDES permits:

1. City of Hopewell
2. Northumberland County
3. Spotsylvania County
4. Westmoreland County

D. Microbial Source Tracking (MST)

Hampton Roads Projects - HRSD provided sampling and analytical services to:

1. City of Chesapeake (Southern Branch)
2. City of Hampton (New Market Creek)
3. City of Newport News (Southeast Newport News)
4. City of Norfolk (Mason Creek)
5. City of Suffolk (downtown)
6. City of Virginia Beach (Thalia Creek)
7. James City County

E. Strategic Planning Metrics Summary

1. Educational and Outreach Events: (4)
 - a. 05/10/2023 – Chesapeake Bay Foundation – Clean the Bay Day Zone Captain Training
 - b. 05/13/2023 – Boater Education display at Harbor View Fair
 - c. 05/15–17/2023 Student mentoring and tours for Nansemond Suffolk Academy student as part of their Junior Mentorship Program
 - d. 05/23/2023 – HRSD and Ocean Lakes High School Earth Action Day

2. Community Partners: (9)
 - a. City of Chesapeake
 - b. City of Virginia Beach
 - c. ERP Knitting Mill Creek Steering Committee
 - d. Hampton Roads Planning District Commission (HRPDC) Fats, Oils & Grease (FOG) Subcommittee
 - e. Lynnhaven River Now Citizen Monitoring project
 - f. US Fish and Wildlife Service
 - g. VDH – Chesapeake Local Health District
 - h. VDH – Division of Shellfish Sanitation
 - i. VDH – Wastewater Surveillance Program

3. Discharge Monitoring Report (DMR) Summary and Items of Interest:
[Effluent and Air Emissions Summary](#)

4. Monthly Metrics

Item #	Strategic Planning Measure	Unit	May 2023
M-1.4a	Training During Work Hours Per Full Time Employee (120) (Current Month)	Total Hours / # FTE	5.98
M-1.4b	Total Training During Work Hours Per Full Time Employee (120) (Cumulative Fiscal Year-to-Date)	Total Hours / # FTE	58.53
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	10:56,549
M-3.2	Odor Complaints	#	6
M-3.4	Pollutant Removal (Cumulative Fiscal Year-to-Date)	Total Pounds Removed	203,810,540
M-3.5	Pollutant Discharge (Cumulative Fiscal Year-to-Date)	% Pounds Discharged/ Pounds Permitted	17%
M-5.2	Educational and Outreach Events	#	4
M-5.3	Community Partners	#	9
	Average Daily Flow	Total MGD for all Treatment Plants	136.62
	Pretreatment Related System Issues	#	0

Respectfully submitted,

Jamie Heisig-Mitchell

Director of Water Quality

EFFLUENT SUMMARY FOR MAY 2023

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	CONTACT TANK EX
ARMY BASE	8.46	47%	3	5.4	3	1	1.1	0.55	4.2	3.7	21
ATLANTIC	41.28	76%	18	13	3	2	NA	NA	NA	NA	21
BOAT HARBOR	10.31	41%	10	5.0	4	1	0.38	0.43	29	26	7
CENT. MIDDLESEX	0.010	38%	<2	1.3	<1	<1	NA	NA	NA	NA	NA
JAMES RIVER	12.03	60%	8	4.8	2	3	0.30	0.46	12	11	21
KING WILLIAM	0.076	76%	<2	<1.0	NA	1	0.11	0.048	1.6	1.8	NA
NANSEMOND	15.75	52%	3	5.8	2	1	0.51	0.53	3.6	4.2	4
NASSAWADOX	0.014	14%	1	12	1	1	0.36	0.38	16	16	NA
ONANCOCK	0.197	26%	<2	<1.0	1	1	0.40	0.16	1.8	1.5	NA
URBANNA	0.056	56%	6	11	5	6	5.3	3.9	12	12	NA
VIP	27.99	70%	2	2.3	2	1	0.47	0.29	4.1	3.9	5
WEST POINT	0.373	62%	17	6.8	1	1	3.0	3.0	16	19	0
WILLIAMSBURG	7.76	35%	5	3.7	6	2	0.45	0.72	5.7	3.3	10
YORK RIVER	12.31	82%	2	0.74	<1	3	0.36	0.28	4.4	4.9	1
	<u>136.62</u>										

	% of Capacity
North Shore	51%
South Shore	66%
Small Communities*	42%

	Tributary Summary					
	<u>Annual Total Nitrogen</u>			<u>Annual Total Phosphorus</u>		
	Discharged		Operational	Discharged		Operational
	YTD	Projection CY23	Projection CY23	YTD	Projection CY23	Projection CY23
Tributaries	%	Lbs	%	%	Lbs	%
James River	24%	1,728,596	49%	16%	187,711	60%
York River	30%	154,975	54%	32%	10,967	57%
Rappahannock	24%	NA	NA	26%	NA	NA

Permit Exceedances: Total Possible Exceedances, FY23 to Date: 10:56,549
Pounds of Pollutants Removed in FY23 to Date: 203,810,540
Pollutant Lbs Discharged/Permitted Discharge FY23 to Date: 17%

	Rainfall (inch)		
	<u>North Shore (PHF)</u>	<u>South Shore (ORF)</u>	<u>Small Communities (FYJ)</u>
Month	3.33"	2.71"	3.87"
Normal for Month	3.93"	4.03"	4.19"
Year to Date Total	17.28"	14.29"	14.55"
Normal for YTD	18.38"	16.72"	17.94"

*Small Communities includes Eastern Shore

AIR EMISSIONS SUMMARY FOR MAY 2023

	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	0	0	0	0	2	2	50	97	0
BOAT HARBOR	0	0	0	n/a	0	0	0	0	18	60	0
VIP	0	0	0	n/a	0	0	0	2	19	94	0
WILLIAMSBURG	0	0	0	n/a	0	0	0	0	16	95	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:	6
HRSD Odor Scrubber H2S Exceptions:	18

Items of Interest – May 2023

MULTIPLE HEARTH INCINERATION (MHI)

Total Hydrocarbon (THC) monthly averages (not to exceed 100 ppm) were met by all four MHI plants (Army Base, Boat Harbor, Virginia Initiative, and Williamsburg) with a THC continuous emissions monitoring (CEM) valid data captured of greater than 60%.

The MHIs had two (2) deviations from the required 129 SSI rule minimum operating parameters and four (4) minor bypass events (<60 minute).

Army Base received the lab results and a compliant draft stack test report. MHI # 1 met all 129 emissions limits including HCl via both Method 320 and M26A.

AIR PERMITS and ODOR CONTROL.

Submitted to DEQ additional information for the Army Base Title V air permit application. DEQ draft permit is still pending their internal review.

DEQ issued VIP's Title V draft air permit. HRSD agreed to the draft with minor modifications.

Eighteen (18) odor control scrubber system hydrogen sulfide (H₂S) exceptions were measured and documented in May.

Atlantic Plant received three (3) odor complaints from Ocean Lakes neighbors. Plant Staff and TSD responded to all complaints and followed up with our neighbors with investigation results as documented and relayed to them accordingly.

Two (2) additional complaints were received on the Atlantic plant outreach email that were unrelated to odor from the plant. In response from continued extraneous contacts on the outreach line, Communications and Operations set up an initial auto-email response to better address the contact being made by the Hampton Roads community.

Williamsburg received one odor complaint that occurred when excess odors were released while taking an oxidation tower out of service for annual maintenance. The plant took corrective actions to help abate odors during the rest of the maintenance period. They now have a plan for abating odors for future such work.

TREATMENT

DEQ was notified of the following reportable events:

Army Base

On May 10, fire suppression cannons malfunctioned and activated causing a 200-gallon tank of Aqueous Film Forming Foam (AFFF) to empty and mix with approximately 15,000 gallons of Non-Potable Water (NPW). Plant personnel began sand bagging the storm drains to contain the discharge and secured NPW flow to the cannons. Emergency cleanup was provided by HEPACO to remove residual AFFF and NPW from the Methanol Facility, street, and the ground surrounding the area; 25 gallons of AFFF was recovered. Summit Fire Safety arrived to trouble shoot the problem and the system was reset. Approximately 175 gallons of AFFF and 15,000 gallons of NPW entered a storm drain to the Elizabeth River.

Army Base, Cont.

On the following day a residual amount of AFFF and NPW was released when the fire suppression cannons activated while contractors were removing a faulty pull switch. This release was ceased within seconds and was fully recovered.

Nansemond

On May 17, a Regional Residual Facility (RRF) Operator opened the drain valve from the RRF pad to the stormwater pond, draining approximately 300 gallons of rainwater mixed with pumpstation residuals, none of which was able to be recovered. When discovered, the Operator was educated on stormwater ponds and when to send or not send water accumulated on the RRF pad to the stormwater pond.

York River

On May 29, the Sodium Hypochlorite demand increased due to high Nitrite (NO₂) and low ammonium (NH₄) present in the contact tank, causing a low contact tank effluent residual of 0.09 mg/l at 12:06 PM. To correct the problem the Operator increased the Sodium Hypochlorite feed rate.

SYSTEM

On May 24, a contractor released approximately 500 gallons of sewage onto the roadway at the corner of Green and Effingham Streets in Portsmouth when the vector hatch lid was not fully secured. The sewage material was waste product from cleaning the Effingham line in preparation for condition assessment work and was mostly water, debris and grit that was removed from the pipe. A second vector was used to collect approximately 400 gallons from the road and storm drain and the area was treated with lime and bleach. The remaining 100 gallons entered a storm drain leading to Scotts Creek/Elizabeth River.

2023 Metals, Ammonia, and TKN

		Limit	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sep	Oct	Nov	Dec
Central	Ammonia	0.56	0.02	NA	NA	0.06	NA							
Middlesex	TKN	3.0	NA	<0.50	NA	1.7	NA							
King William	Zinc	*	54	NA	NA	35	NA							
	TKN	3.0	1.9	1.1	1.6	0.763	0.61							
	Cadmium	2.0	<0.50	<0.50	<0.50	<0.50	<0.50							
Nassawadox	Copper	23	<5.0	<5.0	<5.0	5.2	<5.0							
Riverside	Nickel	38	14	18	14	<10	<10							
	Zinc	150	<50	<50	<50	<50	<50							
	Ammonia	1.7	0.31	0.67	0.44	0.14	0.19							
Onancock	Copper	12	2.2	NA	NA	0.80	NA							
	Ammonia	0.90, 2.0	0.04	0.03	0.03	0.08	0.04							
	Copper	5.9	2.0	NA	NA	NA	NA							
Surry County	Zinc	56	24	NA	NA	NA	NA							
	Ammonia	0.77	NA	NA	NA	NA	NA							
	TKN	3.0	NA	NA	NA	NA	NA							
Urbanna	Ammonia	3.83, 9.08	0.04	0.16	0.02	0.023	0.92							

*No limit. Treatment objective 53 ug/L

Units: TKN, Ammonia: mg/L. Metals: ug/L

2023 MONTHLY FLOW AVERAGES

	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	YR AVG	FY AVG
Army Base	9.10	9.87	9.09	8.47	8.46								9.00	8.32
Atlantic	44.58	46.31	43.65	41.11	41.28								43.39	43.56
Boat Harbor	11.60	12.95	11.16	10.39	10.31								11.28	10.53
C.Middlesex	0.013	0.013	0.013	0.010	0.010								0.012	0.011
James River	12.46	13.31	11.87	12.13	12.03								12.36	12.02
King William	0.070	0.065	0.058	0.062	0.076								0.066	0.069
Lawnes Point	0.000	0.000	0.000	0.000	0.000								0.000	0.000
Nansemond	15.97	16.61	15.77	15.59	15.75								15.94	15.31
Nassawadox	0.016	0.015	0.013	0.013	0.014								0.014	0.014
Onancock	0.170	0.194	0.207	0.208	0.197								0.195	0.177
Surry, County	0.011	0.000	0.000	0.000	0.000								0.002	0.021
Surry, Town	0.000	0.000	0.000	0.000	0.000								0.000	0.014
Urbanna	0.035	0.039	0.046	0.050	0.056								0.045	0.055
VIP	27.26	30.12	27.54	27.47	27.99								28.08	24.21
West Point	0.466	0.470	0.389	0.359	0.373								0.411	0.358
Williamsburg	7.73	8.09	7.96	8.48	7.76								8.00	8.66
York River	12.69	13.74	12.00	12.37	12.31								12.62	11.50
North Shore	44.47	48.09	42.99	43.36	42.42								44.26	42.72
South Shore	96.91	102.91	96.06	92.64	93.47								96.40	91.40
Small Communities	0.78	0.80	0.73	0.70	0.72								0.75	0.72
TOTAL	142.16	151.79	139.78	136.70	136.62								141.41	134.83

Bold values indicate monthly plant flow average >95% of permitted design flow



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 projects, and the status of current management action plan monitoring.

I. Projects in Process

Personally Identifiable Information

- **Tasks Completed (May 2023)**
 - Followed up with POCs regarding documentation requested.
 - Continued fieldwork procedures.
 - Continued drafting report.
 - Conducted on-site physical access review.
- **Upcoming Tasks (June 2023)**
 - Send out follow up questions.
 - Finalize fieldwork procedures.
 - Continue drafting report.

Remote Access

- **Tasks Completed (May 2023)**
 - Followed up on initial document request.
 - Continued drafting risk and control matrix.
 - Drafted report background.
- **Upcoming Tasks (June 2023)**
 - Finalize fieldwork program.
 - Schedule fieldwork discussion meeting.

II. Upcoming Projects

- Accounts Payable and ProCards: June 2023
- Design and Construction Estimating: September 2023

III. Management Action Plan Status

SC&H performs on-going management action plan (MAP) monitoring for completed internal audits/projects. SC&H begins MAP follow-up approximately one year following the completion of each audit and periodically follows up until conclusion.

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
Succession Planning	6/4/2021	July 2023	1	3	4
Safety Division	9/12/19	September 2023	2	1	3
Freedom of Information Act	12/21/2022	December 2023	0	1	1
Family Medical Leave Act (FMLA)	4/18/2023	April 2024	0	4	4
D&C: CIP Project Management	5/11/16	Closed	13	0	13
HR Benefits	11/22/16	Closed	15	0	15
Inventory	4/20/17	Closed	5	0	5
Procurement/ProCard	8/23/17	Closed	11	0	11
Engineering Procurement	4/20/18	Closed	8	0	8
Corporate Governance: Ethics Function	3/21/18	Closed	5	0	5
Treatment Plant Operations	10/15/18	Closed	9	0	9
Permitting	2/4/20	Closed	2	0	2
Payroll	3/27/20	Closed	3	0	3
Customer Care Division	7/26/19	Closed	4	0	4
Pollution Source Control	6/2/20	Closed	8	0	8
Fleet Services	2/24/2021	Closed	17	0	17
Biosolids Recycling	10/8/16	Closed	8	0	8
Unifier/ERP Integration	6/27/2022	Closed	4	0	4
Emergency Repairs	1/18/2022	Closed	3	0	3
SWIFT Program	2/24/2021	Closed	12	0	12
Totals			130	9	139

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	FY-20	FY-21	FY-22
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%	6.78%	6.31%	16.04%
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%	3.08%	5.44%	1.64%
M-1.2	Internal Employee Promotion Eligible	Percentage	100%		59%	80%	70%	71%	64%	69%	68%	85%	63%	63%	78%	65%
M-1.3	Average Time to Fill a Position	Calendar Days	< 30		70	60	52	43.76	51	56	67	67	66	60	95	74.52
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	39.3	28.2	32.3
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	4.8	4.1	4.53
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	1.34	1.3	1.09
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	1.6	4.1	3.43
M-2.1	CIP Delivery - Budget	Percentage			113%	96%	124%	149%	160%	151%	156%	160%	170%	170%	123%	120%
M-2.2	CIP Delivery - Schedule	Percentage			169%	169%	161%	150%	190%	172%	173%	167%	159%	159%	155%	152%
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	29,596	28,722	28,030
M-2.3b	Planned Maintenance	Percentage of Total Mtc Hours Monthly Avg			20%	27%	70%	73%	48%	41%	43%	44%	59%	59%	62%	61%
M-2.3c	Corrective Maintenance	Percentage of Total Mtc Hours Monthly Avg			63%	51%	12%	10%	18%	25%	25%	24%	18%	19%	16%	15%
M-2.3d	Projects	Percentage of Total Mtc Hours Monthly Avg			18%	22%	20%	18%	32%	34%	32%	32%	27%	25%	22%	24%
M-2.4	Infrastructure Investment	Percentage of Total Cost of Infrastructure	2%		8.18%	6%	6%	4%	7%	7%	5%	5%	4	5%	7%	6%
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	1.7	1.75	1.89
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	56,473,800	58,044,110	53,931,273
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	2,408	2,459	2,439
M-4.1b	Energy Use: Pump Stations	kWh/MG Monthly Avg			197	173	152	159	168	163	173	170	181	174	170	218
M-4.1c	Energy Use: Office Buildings	kWh/MG Monthly Avg			84	77	102	96	104	97	104	104	95	102	82	136
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%	1.3%	1.4%	1.4%
M-4.3	Total Labor Cost/MGD	Average Daily Flow		\$1,028	\$1,095	\$1,174	\$1,232	\$1,249	\$1,279	\$1,246	\$1,285	\$1,423	\$1,348	\$1,487	\$1,545	\$1,542
M-4.4	Affordability	Median Household Income	< 0.5%		0.48%	0.41%	0.43%	0.53%	0.55%	0.59%	0.60%	0.64%	0.71%	0.67%	0.65%	
M-4.5	Total Operating Cost/MGD	365/5-Year Average Daily Flow		\$2,741	\$2,970	\$3,262	\$3,316	\$3,305	\$3,526	\$3,434	\$3,592	\$3,823	\$3,823	\$4,048	\$4,311	\$4,436
M-5.1	Name Recognition	Percentage (Survey Result)	100%	67%	71%	N/A	62%	N/A	60%	N/A	N/A	53%	N/A	53%	N/A	N/A
M-5.4	Value of Research	Percentage - Total Value/HRSD Investment			129%	235%	177%	149%	181%	178%	143%	114%	117%	143%	138%	128%
M-5.5	Number of Research Partners	Annual Total Number			42	36	31	33	28	35	15	20	26	32	27	39
	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	149.84	149.72	145.75
	Rainfall	Annual Total Inches		66.9	44.21	56.21	46.65	46.52	51.95	54.14	66.66	49.24	53.1	48.49	54.04	38.18
	Billed Flow	Annual Percentage of Total Treated		71.9%	82.6%	78%	71%	73%	74%	72%	73%	76%	72%	78%	72%	84%
	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%	5.80%	6.03%	7.55%
	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%	2.81%	2.66%	3.04%

*to be reported

Monthly Updated Metrics																	FY-23	FY-23
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	FY-20	FY-21	FY-22	Apr-23	May-23
	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	141.5	155.3	131.3	136.7	136.6
	Industrial Waste Related System Issues	Number	0		3	6	6	6	2	4	7	4	7	1	2	4	0	0
	Wastewater Revenue	Percentage of budgeted	100%		97%	96%	98%	107%	102%	104%	103%	103%	104%	106%	106%	106%	101%	101%
	General Reserves	Percentage of Operating and Improvement Budget	75% - 100%		72%	82%	84%	92%	94%	95%	104%	112%	117%	119%	108%	106%	111%	110%
	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	\$27,335,100	\$34,060,154	\$39,539,639	\$38,120,278	\$36,239,538
	Aging Accounts Receivable	Percentage of receivables greater than 90 days			21%	20%	18%	19%	21%	20%	18%	18%	17%	18%	29%	33%	31%	30%
M-2.5	Capacity Related Overflows	Number within Level of Service	0		25	1	30	5	11	16	6	10	5	2	25	0	1	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	9:60879	23:60879	9:60879	10:51408	10:56549
M-3.2	Odor Complaints	Number	0		6	2	7	11	5	9	7	6	9	15	31	51	18	6
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	182,759,003	183,123,855	177,322,331	186,727,985	203,810,540
M-3.5	Pollutant Discharge (% of permitted)	Pounds Discharged/Pounds Removed	< 40%		25%	22%	25%	22%	22%	20%	22%	17%	17%	17%	14%	14%	16%	17%
M-5.2	Educational and Outreach Events	Number			302	184	238	322	334	443	502	432	367	256	145	687	79	73
M-5.3	Number of Community Partners	Number			280	289	286	297	321	354	345	381	293	230	128	125	25	39

AGENDA ITEM 16.c.1. – June 27, 2023

Subject: Army Base Treatment Plant Aqueous Film Forming Foam (AFFF) Release
Emergency Declaration

Recommended Action: No action is required. Information Only.

Regulatory Requirement: None.

Brief: An emergency declaration was authorized on May 10, 2023, due to the failure of the AFFF fire suppression system at Army Base Treatment Plant methanol building that resulted in a 200-gallon AFFF spill. The failure was due to a faulty, corroded pull station. The situation was deemed an emergency due to the lack of a fire suppression system that is critical for the methanol building. As a result of the spill, Summit Fire and Security LLC was called on-site to assess the situation. Upon the clean-up of the spill, a hole was discovered in the tank bladder. The only option available was to replace the existing 200-gallon tank with a new, readily available 100-gallon tank. The cost of labor, materials, equipment, and supplies required to clean up the spill and to install the new tank was \$21,103.

Analysis of Cost: The cost for this emergency response is based on the pre-negotiated rates under the Fire Suppression Systems Inspection, Maintenance & Repair Services Agreement.

This work is in accordance with Commission Adopted Asset Management and Procurement Policies.

AGENDA ITEM 16.c.2. – June 27, 2023

Subject: Shell Road Interceptor Force Main (SF-144) Segmental Replacement
Emergency Declaration

Recommended Action: No action is required. Information Only

CIP Project: NP015000

Regulatory Requirement: None

Brief: An emergency declaration was authorized on June 8, 2023 due to a force main failure in the City of Chesapeake that occurred on June 6, 2023. The failure is believed to be caused by pipe wall thickness degradation due to external and internal corrosion.

On June 6, 2023, at approximately 2:45 PM, the City of Chesapeake notified HRSD about a potential force main failure near the intersection of Shell Road and Hopewell Drive in the Deep Creek area of Chesapeake. When HRSD Interceptor Operations crews arrived on site at approximately 3:30 PM, sewage was visible in the southbound lane in front of 920 Shell Road. Initial discharges were estimated to be 10-15 gallons per minute. Some of this flow drained into a nearby storm drain that ultimately drains to the Deep Creek Canal, a tributary of the Elizabeth River. A total of 3,400 gallons of sewage were spilled during this event.

Staff activated the Deep Creek PRS at 4:21 PM on June 6, 2023 to reduce pressure at the break site and control the leak. By 6:30 PM that evening, the overflow had stopped, the road was dry, and the ground next to the road was mostly dry. With the PRS keeping the leak undetectable, HRSD staff decided not to excavate on the pipe to make the repair until an effective plan and contingencies were established.

HRSD staff will use Hazen and Sawyer (Hazen) and Bridgeman Civil, Inc. (BCI) to perform additional condition assessment, temporary repair work on the leak, and complete the replacement of the 24-inch ductile iron (DI) force main described in the existing CIP NP015000 (and beyond if it is determined to be needed).

The attached [Map](#) depicts the break and CIP project location.

Analysis of Cost: The estimated cost of this work is \$2,000,000 and will be funded by the CIP NP015000 appropriation. The cost estimate includes the force main condition assessment, emergency engineering design services, repair work, full replacement of the degraded pipe, and contingency. These estimates have been reviewed by staff and are considered reasonable.

<u>Schedule:</u>	Emergency Declaration	June 2023
	Construction	Unknown at this time
	Project Completion	Unknown at this time