

REVISED - HRSD COMMISSION MEETING AGENDA
9:00 A.M. – June 23, 2020

LOCATION: Electronic Meeting in Accordance with Chapter 1283, Virginia 2020 Acts of Assembly

Limited SKYPE observation is available by reservation on a first come, first served basis and must be received by Jennifer Cascio at jcascio@hrsd.com by noon on Monday, June 22, 2020

Public Comments to be made during the meeting should be submitted to Jennifer Cascio by email to jcascio@hrsd.com or by phone to 757.460.7003, and must be received by noon on Monday, June 22, 2020.

<u>No.</u>	<u>Topic</u>	<u>Resource</u>
	Call to Order	Elofson
	Roll Call of HRSD Commission	Cascio
1.	<u>Award and Recognition</u>	Henifin
	a. <u>Commissioner Reappointments</u>	
	b. <u>New Employee Introduction</u>	
2.	<u>Consent Agenda</u>	Henifin
	a. <u>Approval of Minutes</u>	
	b. <u>Contract Awards</u>	
	c. <u>Task Order</u>	
	d. <u>Sole Source</u>	
3.	<u>Surry Hydraulic Improvements and Interceptor Force Main Public Hearing on Determination of Public Need for Easement Acquisition</u>	Husselbee
4.	<u>Edson Manual Diaphragm Pump Out Caddy and Replacement Parts Initial Appropriation Sole Source (>\$10,000)</u>	Pletl
5.	<u>Interceptor Systems Pump Station (PS) Control and SCADA Upgrades and Enhancements Phase II Initial Appropriation</u>	de Mik

<u>No.</u>	<u>Topic</u>	<u>Resource</u>
6.	<u>Larchmont Area Sanitary Sewer Improvements Initial Appropriation, Contract Award (>\$200,000), and Agreement</u>	Husselbee
7.	<u>Willard Avenue Pump Station Replacement Acquisition of Real Property – 214 Downes Street, Hampton, Virginia</u>	Husselbee
8.	<u>Commission Governance Guidelines</u>	Henifin
9.	<u>Election of Officers</u>	
10.	<u>Finance Committee Appointment for Fiscal Year 2021</u>	Henifin
11.	<u>Unfinished Business – COVID-19 Wastewater Surveillance Study Update</u>	Henifin
12.	<u>New Business</u>	Henifin
13.	<u>Commissioner Comments</u>	
14.	<u>Public Comments Not Related to Agenda</u>	Cascio
15.	<u>Informational Items</u>	Henifin
a.	<u>Management Reports</u>	
b.	<u>Strategic Planning Metrics Summary</u>	
c.	<u>Effluent Summary</u>	
d.	<u>Air Summary</u>	
16.	<u>Closed Meeting – Actual Litigation</u>	Henifin
15.	<u>Reconvened Meeting</u>	Henifin

NEXT REGULAR COMMISSION MEETING DATE: July 28, 2020

AGENDA ITEM 1. – June 23, 2020

Subject: Awards and Recognition

Recommended Action: No action is required.

Brief:

a. Commissioner Reappointment

We are pleased to announce Governor Ralph Northam has reappointed current commission members Stephen C. Rodriguez of Chesapeake and Molly Joseph Ward of Hampton to continue service on the HRSD Commission. This is the second reappointment for Mr. Rodriguez and the first reappointment for Ms. Ward.

b. New Employee Introduction

Mr. Henifin will introduce Mr. Ted Denny who was recently hired as a Project Manager in the North Shore Design and Construction Division of Engineering and will be managing Capital Improvement and Operational Infrastructure projects. Prior to HRSD, he worked with HDR Engineering for over seven years as a Project Engineer and Construction Inspector on multiple projects in the wastewater industry. Ted holds Bachelor and Master of Science degrees in Civil and Environmental Engineering from Old Dominion University.

AGENDA ITEM 2. – June 23, 2020

Subject: Consent Agenda

Recommended Action: Approve the Consent Agenda.

Brief: The items listed below are presented on the following pages for Commission action.

a. Approval of Minutes

The draft minutes of the previous Commission Meeting were distributed electronically prior to the meeting.

b. Contract Awards

1.	General Engineering Services – Hazen & Sawyer	\$6,000,000
	General Engineering Services – HDR Engineering, Inc.	\$6,000,000
2.	James River Treatment Plant Digester No. 1 and 2 Cleaning and Residual Hauling	\$348,715
3.	Moncuin Creek Monitor Station Streamflow Site Operation and Maintenance Agreement	\$81,790
4.	Structural Services	\$6,000,000

c. Task Orders

1.	Hampton Trunk Sewer Extension Division K Gravity Improvements	\$333,497
2.	King William Treatment Plant Improvements	\$245,670
3.	Nansemond Treatment Plant Aeration Tank #6 Coatings	\$241,933
4.	South Shore High Point Air Vent Installation Phase I	\$234,080
5.	Williamsburg Treatment Plant Secondary Clarifier #2	\$228,546

d. Sole Source

1. [Enviro-Care FSM Model III Influent Screen](#)
2. [Jacobs Engineering Group](#)
3. [QX200™ Droplet Digital PCR System](#)

CONSENT AGENDA ITEM 2.b.1. – June 23, 2020

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

Recommended Actions:

- a. Award a professional services annual contract for General Engineering Services to Hazen and Sawyer, P.C. to become effective July 1, 2020 with a maximum allowable limit of \$2,500,000 per single task and accumulated \$6,000,000 per each year with four years annual renewal options.
- b. Award a professional services annual contract for General Engineering Services to HDR Engineering, Inc. to become effective July 1, 2020 with a maximum allowable limit of \$2,500,000 per single task and accumulated \$6,000,000 per each year with four years annual renewal options.

Type of Procurement: Competitive Negotiation

A Public Notice was issued on March 15, 2020. Eight firms submitted proposals on April 21, 2020 and all eight firms were determined to be responsive and deemed fully qualified, responsible and suitable to the Committee. Four firms were short listed, interviewed and technically ranked as listed below:

Proposers	Technical Points	Recommended Selection Ranking
Hazen and Sawyer, P.C.	93	1
HDR Engineering, Inc.	92	1
Jacobs Engineering Group, Inc.	76	
CDM Smith, Inc.	74	

The Professional Services Selection Committee recommends two firms whose professional qualifications and proposed services serve the interest of HRSD. Two firms are recommended due to their special expertise and ability to assist HRSD with the many unique tasks and projects which could be required in the coming year. The labor categories, labor rates, handling costs for sub-consultants and direct reimbursable costs were negotiated for the first contract year of the renewable contracts. These contracts will become effective on July 1, 2020.

Contract Description and Analysis of Cost: This contract is an agreement for engineering services to be provided by the firms listed on a task by task basis to serve the entire organization on numerous technical matters and to support the Engineering Department to deliver CIP projects. The firm to be assigned the tasks or projects will

be based on their expertise, availability and experience in similar assignments. Funding for the services will be from the Engineering Department Contractual Services budget or from the Capital Improvement budget associated with identified capital projects. The work force categories, rates, and direct reimbursable costs were negotiated for the first contract year of the renewable contract with each firm. These costs are comparable to rates used by other firms for similar efforts.

CONSENT AGENDA ITEM 2.b.2. – June 23, 2020

Subject: James River Treatment Plant Digester No. 1 & 2 Cleaning and Residual Hauling
Contract Award (>\$200,000)

Recommended Action: Award a contract to Synagro-WWT, Inc in the amount of \$348,715.

Type of Procurement: Competitive Bid

Bidder	Bid Amount
Synagro-WWT, Inc.	\$348,715
Merrell Brothers LLC	\$395,013
Bio Nomic Services Inc	\$550,666
Hepaco LLC	\$1,025,884
Anchor USA	Formal Withdrawal

HRSD Estimate: \$500,000

Contract Description: This contract is an agreement for services that include all labor, materials, equipment and supervision to clean, dewater and haul an estimated 472 tons of digested residuals from primary digester number 1 and 2 to an approved disposal location.

CONSENT AGENDA ITEM 2.b.3. – June 23, 2020

Subject: Moncuin Creek Monitor Station Streamflow Site Operation and Maintenance Agreement
Contract Award – Multi-Year Research Study

Recommended Action: Approve the multiple year agreement with the United States Department of the Interior, U.S. Geological Survey (USGS) for the continuous Operation and Maintenance of a monitoring station on Moncuin Creek. Quarterly payments of \$4,098 will be made for a total of \$16,394 annually and a total of \$81,970 over the five-year period.

Project Description: The multi-year [agreement](#) is for USGS to maintain and operate a real-time, permanent tide monitoring station on Moncuin Creek at the bridge on Mount Pleasant Road near Manquin, Virginia. The purpose of this station is to provide accurate and reliable water level and streamflow information of Moncuin Creek. The purpose of stream monitoring is to ensure that adequate flow remains in the stream during low-flow and drought conditions. Stream flow is critical to the natural ecosystem. The effluent from HRSD's King William Treatment Plant contributes to the flow of Moncuin Creek, so the diversion of this water to the Nestle' Purina Cat Litter Production Facility will reduce stream flow. The station will record flows, and if the flow drops below 0.093 cubic feet per second, HRSD is required by permit to return flow to the stream rather than conveying the water to the Nestle' Purina Cat Litter Production Facility. The location of the station was determined to provide the best opportunity to collect the most accurate data representative of local stream conditions.



United States Department of the Interior

U.S. GEOLOGICAL SURVEY
VA/WV Water Science Center
1730 E. Parham Rd.
Richmond, VA 23228

March 5, 2020

Mr. Kevin Parker
Environmental Scientist
Hampton Roads Sanitation District
1434 Air Rail Avenue
Virginia Beach, Virginia 23455

Dear Mr. Parker:

Enclosed is our standard joint-funding agreement for the operation and maintenance of a streamflow site on Moncuin Creek near Manquin, VA, during the period July 1, 2020 through June 30, 2025 in the amount of **\$81,970.00** from your agency. Please sign and return one fully-executed original to Paige Nossaman at the address above.

Federal law requires that we have a signed agreement before we start or continue work. Please return the signed agreement by **July 1, 2020**. If, for any reason, the agreement cannot be signed and returned by the date shown above, please contact Jeremy White by phone number (304) 347-5130 Ext 246 or email jswhite@usgs.gov to make alternative arrangements.

This is a fixed cost agreement to be billed quarterly via Down Payment Request (automated Form DI-1040). Please allow 30-days from the end of the billing period for issuance of the bill. If you experience any problems with your invoice(s), please contact Paige Nossaman at phone number (304) 347-5130 Ext 230 or email at pnessaman@usgs.gov.

The results of all work performed under this agreement will be available for publication by the U.S. Geological Survey. We look forward to continuing this and future cooperative efforts in these mutually beneficial water resources studies.

Sincerely,

MARK BENNETT Digitally signed by MARK BENNETT
Date: 2020.03.05 15:18:17 -05'00'

Mark Bennett
Director

Enclosure
20LMJFAVA000111

Form 9-1366
(May 2018)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000003196
Agreement #: 20LMJFAVA000111
Project #: LM009QC
TIN #: 54-6001749

Fixed Cost Agreement YES[X] NO[]

THIS AGREEMENT is entered into as of the July 1, 2020, by the U.S. GEOLOGICAL SURVEY, VA/WW Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the Hampton Roads Sanitation District party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation for the operation and maintenance of a streamflow site on Moncuin Creek near Manquin, VA, herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of \$0.00

- (a) \$0 by the party of the first part during the period
July 1, 2020 to June 30, 2025
- (b) \$81,970 by the party of the second part during the period
July 1, 2020 to June 30, 2025
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: \$0

Description of the USGS regional/national program:

- (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.
- (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (<https://www.usgs.gov/about/organization/science-support/science-quality-and-integrity/fundamental-science-practices>).

Form 9-1366
(May 2018)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 600003196
Agreement #: 20LMJFAVA000111
Project #: LM009QC
TIN #: 54-6001749

9. Billing for this agreement will be rendered quarterly. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

USGS Technical Point of Contact

Name: Jeremy White
Supervisory Hydro Tech
Address: 11 Dunbar Street
Charleston, WV 25301
Telephone: (304) 347-5130 Ext 246
Fax: (304) 347-5133
Email: jswhite@usgs.gov

Customer Technical Point of Contact

Name: Kevin Parker
Environmental Scientist
Address: 1434 Air Rail Avenue
Virginia Beach, Virginia 23455
Telephone: (757) 460-4244
Fax:
Email: kparker@hrsd.com

USGS Billing Point of Contact

Name: Paige Nossaman
Budget Analyst
Address: 11 Dunbar Street
Charleston, WV 25301
Telephone: (304) 347-5130 Ext 230
Fax: (304) 347-5133
Email: pnossaman@usgs.gov

Customer Billing Point of Contact

Name: Beverli Austin
HRSD Operations Administrative
Coordinator
Address: 1434 Air Rail Avenue
Virginia Beach, VA 23455
Telephone: (757) 355-5017
Fax: (757) 363-7189
Email: baustin@hrsd.com


U.S. Geological Survey
United States
Department of Interior

Hampton Roads Sanitation District

Signature

By MARK BENNETT Digitally signed by MARK BENNETT
Date: 2020.03.05 15:19:45
-05'00' Date: 03/05/2020
Name: Mark Bennett
Title: Director

Signatures

By  Date: 3/9/2020
Name: Kevin Parker
Title: Environmental Scientist

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

CONSENT AGENDA ITEM 2.b.4. – June 23, 2020

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

Recommended Action: Award a professional services annual contract agreement to Collins Engineers, Inc., for Structural Services, to become effective July 1, 2020, with a maximum allowable limit of \$2,500,000 per single task and accumulated \$6,000,000 per year with four annual renewal options.

Type of Procurement: Competitive Negotiation

A Public Notice was issued on April 5, 2020. Five firms submitted proposals on April 28, 2020 and four firms were determined to be responsive and deemed fully qualified, responsible, and suitable 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
Collins Engineers, Inc.	91	1
Liberty Engineering, P.C.	85	2

The Selection Committee recommends award of the Structural Services annual services contract to Collins Engineers, Inc., whose professional qualifications and proposed services best serve the interest of HRSD. The contract will become effective on July 1, 2020.

Contract Description and Analysis of Cost: This annual service contract will provide professional services for a variety of structural projects and evaluations at HRSD's treatment plants, pump stations, interceptor system structures, and administration and maintenance facilities. Funding for the 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, 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 rates used in 2019/2020 by Collins.

CONSENT AGENDA ITEM 2.c.1. – June 23, 2020

Subject: Hampton Trunk Sewer Extension Division K Gravity Improvements
Task Order (>\$200,000)

Recommended Action: Approve a task order with Rummel, Klepper & Kahl (RK&K) in the amount of \$333,497.

CIP Project: BH014900

Budget	\$4,644,400
Previous Expenditures and Encumbrances	(\$108,706)
Available Balance	\$4,535,694

Contract Status:	Amount
Original Contract with RK&K	\$73,835
Total Value of Previous Task Orders	\$34,871
Requested Task Order	\$333,497
Total Value of All Task Orders	\$368,368
Revised Contract Value	\$442,203
Engineering Services as % of Construction	5%

Project Description: This project includes the rehabilitation and/or replacement of approximately 3,700 linear feet of 30-inch gravity pipeline with associated manholes on Willard Avenue in Hampton. The project extends west from a manhole at the intersection of Taylor Street East and North Willard Avenue to the new Willard Avenue Pump Station location on the corner of South Willard Avenue and Downes Street. There is also a point repair of the gravity sewer on East Kelly Avenue.

Task Order Description: This task order will provide final Design Phase Services to replace the existing manholes and associated piping.

Analysis of Cost: The cost for this task order was negotiated between RK&K and HRSD. The task order consists of \$303,497 for final Design and \$30,000 for Additional Services. A current construction cost estimate for this project is \$8,900,000 and the current ratio of Engineering Services to Construction cost is approximately 5% which is comparable to other similar projects.

Schedule:	Design	July	2020
	Bid	October	2020
	Construction	January	2021
	Closeout	April	2022

CONSENT AGENDA ITEM 2.c.2. – June 23, 2020

Subject: King William Treatment Plant Improvements
Task Order (>\$200,000)

Recommended Action: Approve a task order with Jacobs in the amount of \$245,670.

CIP Project: MP012000

Budget	\$3,948,076
Previous Expenditures and Encumbrances	(\$ 767,124)
Available Balance	\$3,180,952

Contract Status:	Amount
Original Contract with Jacobs	\$51,410
Total Value of Previous Task Orders	\$611,090
Requested Task Order	\$245,670
Total Value of All Task Orders	\$856,760
Revised Contract Value	\$908,170
Engineering Services as % of Construction	42%

Project Description: This project allows for improvements to the King William Treatment Plant in order to continue to provide reliable treatment and capacity per regulatory requirements. The construction contract will provide the following upgrades to the plant:

1. Pumps and piping dedicated to each treatment train providing equalized influent flow.
2. A dedicated membrane cleaning tank to include automated remote backwash cleaning.
3. Replacement of the UV disinfection system.
4. A new PLC (Programable Logic Controller) for process control.

Task Order Description: This task order will provide construction phase services for this project.

Analysis of Cost: A fee of \$245,670 was negotiated with Jacobs and was based upon anticipated construction administration and inspection hours required for this effort. This cost for construction phase service is 11.5 percent of the most recent construction cost estimate and is within range of recent comparable projects. The labor rates are within the Rate Schedule included in the Professional Engineering Services Agreement for General Engineering Services, dated July 1, 2019.

<u>Schedule:</u>	Bid	August 2020
	Construction	September 2020
	Project Completion	September 2021

CONSENT AGENDA ITEM 2.c.3. – June 23, 2020

Subject: Nansemond Treatment Plant Aeration Tank #6 Coatings
Task Order (>\$200,000)

Recommended Action: Approve a task order for Nansemond Treatment Plant aeration tank #6 pipe coating restoration with Commonwealth Epoxy Coatings, Inc. in the amount of \$241,933.

Contract Status:	Amount
Original Contract with Commonwealth Epoxy Coatings, Inc.	\$0
Total Value of Previous Task Orders	\$3,079,256
Requested Task Order	\$241,933
Total Value of All Task Orders	\$3,321,189
Revised Contract Value	\$3,321,189

Task Order Description: This task order will provide material and labor for surface preparation of all immersion steel piping, supports, and straps to include all applicable coatings application for the Nansemond Treatment Plant aeration tank #6.

Analysis of Cost: The cost for this task order is based on negotiated rates and the unit rates provided in the contract with Commonwealth Epoxy Coatings, Inc.

CONSENT AGENDA ITEM 2.c.4.– June 23, 2020

Subject: South Shore High Point Air Vent Installation Phase I
Task Order (>\$200,000)

Recommended Action: Approve a task order with Hazen and Sawyer, P.C. in the amount of \$234,080.

CIP Project: GN016600

Budget	\$562,500
Previous Expenditures and Encumbrances	(\$41,092)
Available Balance	\$521,408

Contract Status:	Amount
Original Contract with Hazen and Sawyer	\$41,092
Total Value of Previous Task Orders	\$0
Requested Task Order	\$234,080
Total Value of All Task Orders	\$234,080
Revised Contract Value	\$275,172
Engineering Services as % of Construction	49%

Project Description: This project involves study and design of critical sections of the interceptor force main system and installation of new manual air vents at the most critical unvented high points in the South Shore Interceptor Force Main system.

Task Order Description: This task order will perform risk prioritization of previously identified unvented high spots and recently identified air vents within 100 feet from active terminal stations, which will include subsurface utility exploration in compliance with the Standard Guideline for Collection and Depiction of Existing Subsurface Utility Data.

Analysis of Cost: The cost for this task order is based on negotiations between Hazen and Sawyer and HRSD. The task order consists of \$224,080 for construction phase services and \$10,000 for additional services and the costs are in accordance with the projects negotiated rates for the Condition Assessment Services contract.

Schedule: Construction February 2020
Project Completion October 2020

CONSENT AGENDA ITEM 2.c.5. – June 23, 2020

Subject: Williamsburg Treatment Plant Secondary Clarifier #2
Task Order (>\$200,000)

Recommended Action: Approve a task order for Williamsburg Treatment Plant secondary clarifier #2 steel coating with Commonwealth Epoxy Coatings, Inc. in the amount of \$228,546.

Contract Status:	Amount
Original Contract with Commonwealth Epoxy Coatings, Inc.	\$0
Total Value of Previous Task Orders	\$3,079,256
Requested Task Order	\$228,546
Total Value of All Task Orders	\$3,307,802
Revised Contract Value	\$3,307,802

Task Order Description: This task order will provide material and labor for surface preparation and coatings application of all immersion steel piping, supports, and straps for the Williamsburg Treatment Plant secondary clarifier #2.

Analysis of Cost: The cost for this task order is based on negotiated rates and the unit rates provided in the contract with Commonwealth Epoxy Coatings, Inc.

CONSENT AGENDA ITEM 2.d.1. – June 23, 2020

Subject: Enviro-Care FSM Model FRS III Influent Screen
Sole Source (>\$10,000)

Recommended Actions: Approve the use of Enviro-Care FSM Model FRS III Influent Screens by EW2 Environmental, Inc. at Atlantic Treatment Plant.

CIP Project: AT014500

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 three influent screens that will match the newly installed screen at the Atlantic Treatment Plant (ATP). This new screen, installed in early May as part of the ATP Influent Screen Expansion project, has proven to be very effective.

This authorization standardizes and replaces the three remaining ineffective influent screens at the plant. These new screens will better protect downstream equipment and help ensure that the ATP is to receive flows from the Chesapeake-Elizabeth Treatment Plant when it closes.

CONSENT AGENDA ITEM 2.d.2. – June 23, 2020

Subject: Jacobs Engineering Group
Sole Source (>\$10,000)

Recommended Actions: Approve the use of Jacobs Engineering Group as the provider of professional engineering and geologist services for SWIFT Integrated Planning as HRSD's SWIFT Owner's Technical Advisor.

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: Jacobs was integral in supporting HRSD with the initiation of SWIFT. Since 2014, they have been providing Owner's Technical Advisor services to broadly support the integration of SWIFT into the all aspects of the operation of HRSD. The Jacobs team brings a very high level of institutional knowledge across the full spectrum of SWIFT-related topics including advanced treatment, aquifer recharge and hydraulic modeling, geochemical analysis, pretreatment, water quality monitoring, regulatory coordination, and public outreach.

Jacobs staff works side by side with HRSD staff, augmenting HRSD's capabilities and expertise. At this point in the integration of full-scale SWIFT, no other firm can step into this role as Owner's Technical Advisor. The Jacobs team has SWIFT experience and longevity that is similar to that of HRSD staff and cannot be transitioned at this stage of the program without significant damage and delays.

Additionally, enhanced water quality monitoring, which surpasses that required by regulation, has been critical for the demonstration of public health protection and for instilling confidence in HRSD's SWIFT program. The Jacobs team has been heavily engaged in advising and supporting HRSD in the development of this monitoring plan from the beginning. As HRSD transitions to full-scale operation, Jacobs continues to support HRSD in the evolution of this monitoring plan. Continuity in these services is critical to maintaining the regulatory and community confidence in the SWIFT program.

Providing SWIFT specific support by the Jacobs team for the duration of the SWIFT Full-scale Implementation Program will maintain the technical augmentation and continuity of owner's advisement necessary for successful integration of SWIFT.

CONSENT AGENDA ITEM 2.d.3. – June 23, 2020

Subject: QX200™ Droplet Digital PCR System
Sole Source (>\$10,000)

Recommended Action: Approve the use of QX200™ Droplet Digital PCR System by Bio Rad Laboratories Inc. at all HRSD facilities.

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 a QX200™ Droplet Digital PCR System. Bio Rad Laboratories Inc. provides the reagents, consumables and support for the QX200™ Droplet Digital PCR System. The Pathogen data generated supports the SWIFT, multiple Water Research Foundation (WRF) projects, and various HRSD facility related projects.

The existing instrument was purchased in 2016 through a competitive solicitation. Bio Rad Laboratories Inc. was the successful supplier and a contract was awarded to purchase the unit which was covered by a one-year warranty. After the warranty period ended on-going maintenance services and parts were needed and sole source was approved in 2017 to Bio Rad Laboratories Inc. for parts and services. To facilitate the increase in demand for additional testing and research a second unit is required.

AGENDA ITEM 3. – June 23, 2020

Subject: Surry Hydraulic Improvements and Interceptor Force Main
Public Hearing on Determination of Public Need for Easement Acquisition

Recommended Action: Conduct public hearing.

CIP Project: SU010200

Project Description: This project will close both the Town of Surry and Surry County Treatment Plants and construct a 20-mile long interceptor force main to connect to the existing HRSD force main in the Town of Smithfield. HRSD is a signatory to a Consent Decree with the Virginia Department of Environmental Quality to close the Town of Surry Treatment Plant and this project will eliminate this plant in-lieu of making facility improvements. To facilitate this work, HRSD has begun a project with a Design-Build Team to expedite the plant closure.

A number of options were considered as part of the initial study and it was determined that the most cost effective and flexible long-term solution would be to construct the interceptor force main through both Surry and Isle of Wight Counties. This alternative was reviewed and approved at the September 30, 2019 Commission Meeting.

As part of the project, HRSD will require over 150 temporary and permanent easements. Easements on the properties listed below not been acquired at this time:

	Address	Tax ID Number
1.	13739 Rolfe Highway, Surry, VA 23883	15-7 & 28-1G
2.	Rolfe Highway, Surry, VA 23883	28-3A
3.	Rolfe Highway, Surry, VA 23883	28-4
4.	Rolfe Highway, Surry, VA 23883	40-18
5.	Rolfe Highway, Surry, VA 23883	40-19
6.	9811 Rolfe Highway, Surry, VA 23883	40-19B
7.	167 Tower Drive, Surry, VA 23883	40-22
8.	Beechland Road, Surry, VA 23883	40-59
9.	Golden Hill Road, Surry, VA 23883	41-24
10.	Edgar Lane, Surry, VA 23883	41-66
11.	8655 Colonial Trail East, Surry, VA 23883	43-66B
12.	Colonial Trail East, Surry, VA 23883	43-71
13.	Beechland Road, Surry, VA 23883	52-12H
14.	Golden Hill Road, Surry, VA 23883	52-3
15.	Whitemarsh Road, Surry, VA 23883	53-1
16.	Edgar Lane, Surry, VA 23883	53-13
17.	Colonial Trail East, Surry, VA 23883	55-1
18.	9431 Colonial Trail East, Surry, VA 23883	55-1-1A

	Address	Tax ID Number
19.	9367 Colonial Trail East, Surry, VA 23883	55-1-1
20.	9399 Colonial Trail East, Surry, VA 23883	55-1-2A
21.	9367 Colonial Trail East, Surry, VA 23883	55-1-3A
22.	Colonial Trail East, Surry, VA 23883	55-1-4
23.	Colonial Trail East, Surry, VA 23883	55-1-6
24.	9231 Colonial Trail East, Surry, VA 23883	55-1-7A
25.	9255 Colonial Trail East, Surry, VA 23883	55-1-7C
26.	Colonial Trail East, Surry, VA 23883	55-16
27.	Colonial Trail East, Surry, VA 23883	55-16A
28.	8911 Colonial Trail East, Surry, VA 23883	55-1B
29.	8857 Colonial Trail East, Surry, VA 23883	55-1C
30.	Colonial Trail East, Surry, VA 23883	55-2
31.	8967 Colonial Trail East, Surry, VA 23883	55-6
32.	Colonial Trail East, Surry, VA 23883	55-6A
33.	Colonial Trail East, Surry, VA 23883	55-6B
34.	5005 Old Stage Highway, Smithfield, VA 23430	06F-01-004
35.	N. Church Street, Smithfield, VA 23430	21A-01-004
36.	Green Run Lane, Smithfield, VA 23430	13-01-002
37.	N. Church Street, Smithfield, VA 23430	21A-01-013A
38.	4787 Old Stage Highway, Smithfield, VA 23430	06-01-002
39.	Old Stage Highway, Smithfield, VA 23430	06-01-001C
40.	5461 Georgia Lane, Smithfield, VA 23430	06F-01-002
41.	4553 Old Stage Highway, Smithfield, VA 23430	06-01-001D
42.	14317 Ferguson's Wharf Way, Smithfield, VA 23430	06-13-001
43.	5391 Old Stage Highway, Smithfield, VA 23430	06-01-031
44.	Old Stage Highway, Smithfield, VA 23430	06D-01-170
45.	Old Stage Highway, Smithfield, VA 23430	06-01-001B
46.	Old Stage Highway, Smithfield, VA 23430	06-01-001A
47.	Old Stage Highway, Smithfield, VA 23430	13-01-035A
48.	Old Stage Highway, Smithfield, VA 23430	13-01-035B
49.	Old Stage Highway, Smithfield, VA 23430	13B-03-025
50.	Old Stage Highway, Smithfield, VA 23430	13B-02-A003
51.	Old Stage Highway, Smithfield, VA 23430	13B-02-A007
52.	4841 Old Stage Highway, Smithfield, VA 23430	06F-01-001
53.	8731 Old Stage Highway, Smithfield, VA 23430	13-01-007
54.	5317 Old Stage Highway, Smithfield, VA 23430	06B-01-007
55.	9615 Old Stage Highway, Smithfield, VA 23430	13-01-048
56.	Burwell's Bay Road, Smithfield, VA 23430	06D-01-174A
57.	Old Stage Highway, Smithfield, VA 23430	06D-01-174B
58.	Burwell's Bay Road, Smithfield, VA 23430	06D-01-174C
59.	14668 Burwell's Bay Road, Smithfield, VA 23430	06D-01-092A
60.	Old Stage Highway, Smithfield, VA 23430	06D-01-173
61.	8785 Old Stage Highway, Smithfield, VA 23430	13-01-008
62.	5249 Old Stage Highway, Smithfield, VA 23430	06-01-026

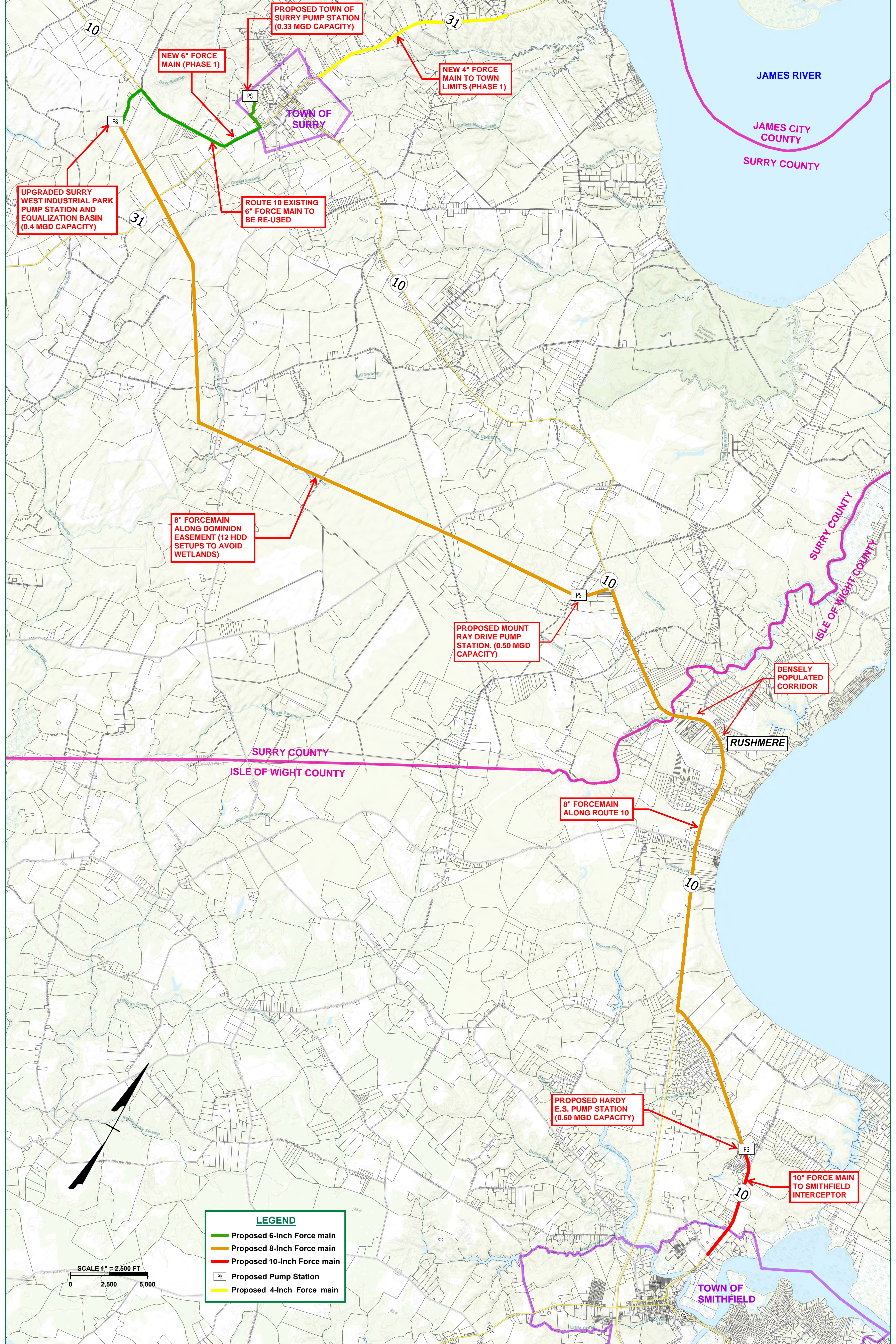
	Address	Tax ID Number
63.	5263 Old Stage Highway, Smithfield, VA 23430	06-01-026C
64.	5293 Old Stage Highway, Smithfield, VA 23430	06-01-027
65.	5069 Old Stage Highway, Smithfield, VA 23430	06-06-D001
66.	5019 Old Stage Highway, Smithfield, VA 23430	06-06-A000
67.	5011 Old Stage Highway, Smithfield, VA 23430	06F-01-005
68.	N. Church Street, Smithfield, VA 23430	21A-01-003
69.	N. Church Street, Smithfield, VA 23430	13-01-048A
70.	Old Stage Highway, Smithfield, VA 23430	06-01-039
71.	6217 Old Stage Highway, Smithfield, VA 23430	06D-01-165A
72.	8201 Clifton Lane, Smithfield, VA 23430	13-01-003
73.	14408 Holly Point Way, Smithfield, VA 23430	06-01-024
74.	7031 Old Stage Highway, Smithfield, VA 23430	06-01-041
75.	Mogart's Beach Road, Smithfield, VA 23430	13-001-006B
76.	Pagan Ridge, Smithfield, VA 23430	21A-01-002
77.	15159 Green Run Lane, Smithfield, VA 23430	13-01-001
78.	Horseshoe Point Lane, Smithfield, VA 23430	06-01-038A
79.	Old Stage Highway, Smithfield, VA 23430	13-01-048B
80.	Beechland Road, Surry, VA	52-15A

In accordance with Section 15.2-1903.B of the Code of Virginia, the Commission must hold a public hearing to determine public need prior to acquisition actions that may result in condemnation.

A [Facilities Orientation Map](#) is provided for clarification purposes.

Staff will provide a short overview for the Commission and the public immediately prior to the Public Hearing.

Procedural Note: *The purpose of this public hearing is to allow the Commission to listen to public comments and ask clarifying questions, if necessary. No action will be taken during this meeting. Commissioners will have the opportunity to discuss the details of the project, the attempts to purchase the parcel, negotiation status and other topics at a future Commission meeting. Premature comments could affect our ability to conclude negotiations currently underway.*



PROPOSED TOWN OF SURRY PUMP STATION (0.33 MGD CAPACITY)

NEW 6" FORCE MAIN (PHASE 1)

NEW 4" FORCE MAIN TO TOWN LIMITS (PHASE 1)

UPGRADED SURRY WEST INDUSTRIAL PARK PUMP STATION AND EQUALIZATION BASIN (0.4 MGD CAPACITY)

ROUTE 10 EXISTING 6" FORCE MAIN TO BE RE-USED

8" FORCEMAIN ALONG DOMINION EASEMENT (12 HDD SETUPS TO AVOID WETLANDS)

PROPOSED MOUNT RAY DRIVE PUMP STATION (0.50 MGD CAPACITY)

DENSELY POPULATED CORRIDOR

RUSHMERE

8" FORCEMAIN ALONG ROUTE 10

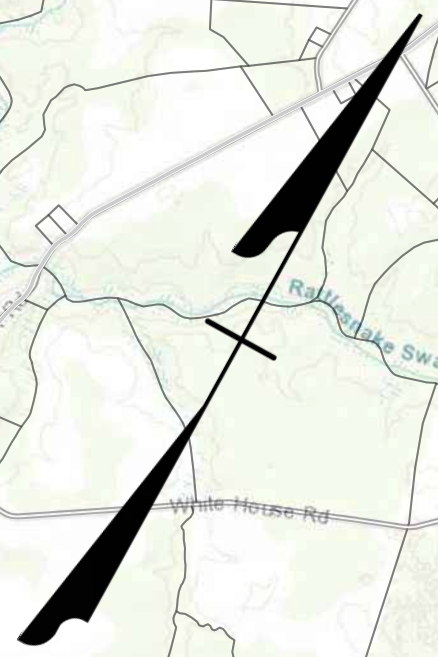
PROPOSED HARDY E.S. PUMP STATION (0.60 MGD CAPACITY)

10" FORCE MAIN TO SMITHFIELD INTERCEPTOR

LEGEND

- Proposed 6-Inch Force main
- Proposed 8-Inch Force main
- Proposed 10-Inch Force main
- PS Proposed Pump Station
- Proposed 4-Inch Force main

SCALE 1" = 2,500 FT
0 2,500 5,000



JAMES RIVER
JAMES CITY COUNTY
SURRY COUNTY

SURRY COUNTY
ISLE OF WIGHT COUNTY

TOWN OF SMITHFIELD

AGENDA ITEM 4. – June 23, 2020

Subject: Edson Manual Diaphragm Pump Out Caddy and Replacement Parts
Initial Appropriation and Sole Source (>\$10,000)

Recommended Actions:

- a. Appropriate total project funding in the amount of \$435,000.
- b. Approve the use of Edson Portable Pump Out Caddy and Accessories by Edson to use for the Pretreatment and Pollution Division.

CIP Project: GN017800

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 six manual diaphragm pump out caddies and replacement parts for use in the year-round Boater Education Pump Out Program. The portable pump out carts are critical to the program and have been modified with certain design and storage features, as well as specific holding capacities to facilitate the pump out services HRSD provides.

Project Description: This analytical equipment will support various programs in the Water Quality Department (Chlorophyll Monitoring and Assessment, Continuous Monitoring, Pathogen Source Tracking, and SWIFT) for Fiscal Year 2021.

Analysis of Cost: The cost is considered reasonable based on the price of similar equipment with custom modifications.

AGENDA ITEM 5. – June 23, 2020

Subject: Interceptor Systems Pump Station (PS) Control and Supervisory Control and Data Acquisition System (SCADA) Upgrades and Enhancements
Phase II
Initial Appropriation

Recommended Actions:

- a. Approve the Interceptor Systems PS Control and SCADA Upgrades and Enhancements Phase II and appropriate total project funding in the amount of \$10,505,000.
- b. Approve a task order to Emerson Process Management, an approved sole source vendor of Ovation Control Systems, in the amount of \$1,914,744.

CIP Project: GN017200

Project Description: This project provides for the implementation of Phase II of the Interceptor Systems SCADA and finalizes the control network necessary to ultimately establish a smart sewer system.

In December of 2018, HRSD cancelled the contract for the implementation of the SCADA system. The stoppage was due to Emerson's inability to provide a secure, functional top-end system control system. In the year that followed, much research and investigation took place to determine a path forward.

During this time, staff independently, successfully deployed the SCADA system at the Patrick Henry PS. Additional PS sites have been recently brought on-line as well. In January of this year staff and Emerson took part in a two-day workshop to review the missteps of the initial deployment. At the conclusion of these discussions, both teams understood the core failure issues with the initial deployment and resolved to come up with a plan to create a successful project. Emerson committed to resolving these issues by providing a robust testing plan and new implementation team to deliver a successful SCADA system. Staff believes that a properly implemented Emerson Ovation SCADA top-end control system continues to be HRSD's best practical solution.

To ensure success, staff will employ a start-up plan that fully evaluates Emerson's proposed networking and cyber security technologies prior to moving forward with full-scale implementation.

This task order contains milestones that provide for network & security assessment and testing. Also included are needed hardware, software, and operating systems

upgrades. Payment for work performed by Emerson is back-end weighted to ensure that the bulk of any potential liability rests on Emerson's performance.

If tests are successful, the project will move forward with the field deployment stage where the panels, programmable logic controllers, communications hardware, and remaining work from the initial phase of the SCADA project will be completed.

The timing of the implementation phase of this project is critical. The newly initiated Tabb Pressure Reducing Station and Off-line storage project will utilize this SCADA system to help stabilize daily influent flows into James River Treatment Plant and potentially eliminate or reduce the need of a 2-million-gallon on-site storage vessel.

Funding Description: The total cost for this project is estimated at \$10,505,000 based on a Class 5 cost estimate and a 15 percent contingency included in the requested appropriation.

<u>Schedule:</u>	Emerson Restart Testing	November 2021
	Phase II Construction	November 2023
	Project Completion	January 2024

AGENDA ITEM 6. – June 23, 2020

Subject: Larchmont Area Sanitary Sewer Improvements
Initial Appropriation, Contract Award (>\$200,000), and Agreement

Recommended Actions:

- a. Appropriate total project funding in the amount of \$38,734,000.
- b. Award a contract to Gannett Fleming, Inc. in the amount of \$361,938.
- c. Approve the terms and conditions of the cost sharing agreement with the City of Norfolk for the design and construction of the Larchmont Area Sanitary Improvements to be administered by HRSD 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.

CIP Project: VP015320

Type of Procurement: Competitive Negotiation

Proposers	Technical Points	Recommended Selection Ranking
Gannett Fleming, Inc.	89.5	1
Rummel, Klepper & Kahl, LLP	87.9	2
Whitman, Requardt & Associates, LLP	84.3	3

Contract Description: A Public Notice was issued on February 23, 2020. Seven firms submitted proposals on March 24, 2020 and all firms were determined to be responsive and deemed fully qualified, responsible and suitable to the requirements in the Request for Proposals. Three firms were short listed, interviewed and technically ranked. The proposal submitted by Gannett Fleming was ranked by technical points to be highest qualified.

Project Description: This project involves design and construction of five new sanitary sewer pump stations, approximately 3,700 linear feet of 6-inch, 8-inch, and 10-inch force mains, and approximately 10,000 linear feet of 8-inch and 10-inch gravity mains and appurtenances. The new infrastructure will replace:

- (1) Five existing HRSD pump stations: Monroe Place PS # 114, Powhatan Avenue PS #122, Richmond Crescent #124, Hanover Avenue PS #141, and Jamestown Crescent PS #142;
- (2) City pump stations: Larchmont Eleanor Court PS #112, Larchmont Walnut Hill Street PS #113, and Larchmont Westwood Terrace PS #114; and

- (3) Install new gravity trunk lines to divert the flow to the new pump station locations.

The two new pump stations replacing Powhatan Avenue and Monroe Place will be terminal stations and will remain under HRSD ownership while the other three new pump stations will be non-terminal and ownership will be transferred to the City at the completion of the project. This project encompasses all recommended rehabilitation/replacement improvements described in the HRSD EPA Rehabilitation Action Plan Phase 2 for the Larchmont sanitary sewer service area, designated as project VIP-R10, except for sewer manhole MH-SG-205-901. This manhole is located at the intersection of Richmond Crescent and Manchester Avenue and it was identified for rehabilitation or replacement and will be addressed under a separate construction contract.

Funding Description and Analysis of Cost: The total project cost estimate of \$38,734,000 includes approximately \$6,721,000 pre-construction phase engineering related services, approximately \$26,863,000 in construction phase costs, and \$5,100,000 of project contingency. Gannett Fleming will provide professional services including preliminary engineering report services, design services, pre-construction services, contract administration services, field engineering and inspection services, startup and testing services, operations and training services, and post-startup and certification services for this project. A fee in the amount of \$361,938 was negotiated with Gannett Fleming for Preliminary Engineering Report (PER) services. All other supplemental professional services to be provided by Gannett Fleming will be negotiated later. Funding in the amount of \$61,116 for continued Program Management support from Hazen and Sawyer is also included in this initial appropriation request.

Agreement Description: The attached [agreement](#) between HRSD and the City of Norfolk is a cost sharing agreement which allows for the replacement of both HRSD and Norfolk sanitary sewer pumping stations and related force mains and gravity sewer mains to facilitate flows to and from these new pumping stations in the Larchmont service area. This collaborative effort will result in the most cost effective, long-term solution while limiting the impacts to residents. HRSD will be financially responsible for 67 percent of the design and construction costs and Norfolk Utilities will fund 33 percent of the design and construction costs. Further, HRSD will administer all design efforts and construction work to complete this program that includes both HRSD and Norfolk facilities. As construction is completed and accepted, HRSD will transfer facilities to Norfolk that will be owned, operated and maintained by Norfolk Utilities. The agreement has been reviewed by HRSD legal counsel.

<u>Schedule:</u>	PER	June 2020
	Design	February 2021
	Bid	February 2023
	Construction	May 2023
	Project Completion	May 2026

**COST SHARING AGREEMENT
BETWEEN
THE CITY OF NORFOLK AND
HAMPTON ROADS SANITATION DISTRICT
FOR
LARCHMONT AREA SANITARY SEWER IMPROVEMENTS**

VP015320

THIS COST SHARING AGREEMENT (“Agreement”), between the CITY OF NORFOLK (“City”) and the HAMPTON ROADS SANITATION DISTRICT (“HRSD”) is entered into this ____ day of _____, 2020 (“Effective Date”).

RECITALS

R:1. The Larchmont Area Sanitary Sewer Improvements (“Improvements”) project is owned partly by HRSD and partly by the City.

R:2. HRSD is designing and constructing its portion of the Improvements as shown on **Exhibit 1** (“HRSD Facilities”).

R:3. HRSD is also designing and constructing the City’s portion of the Improvements as shown on **Exhibit 2** (“City Facilities”).

R:4. HRSD and the City agree that it is in the best interest of the parties to have the Improvements designed and constructed as one project.

R:5. HRSD agrees to include the design and construction of City Facilities with the design and construction of the HRSD Facilities, in accordance with the approved plans and specifications.

R:6. City agrees to reimburse HRSD for that portion of the costs of the design and construction of the Improvements attributable to City Facilities under the terms and conditions of this Agreement.

R:7. The “HRSD Facilities” and the “City Facilities” are collectively referred to as the “Improvements”.

TERMS

In consideration of the recitals stated above 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. Construction Contract Documents

1. HRSD will employ a professional engineering company (“Engineer”), to prepare plans and specifications and construction contract documents for the Improvements.
2. HRSD will select Engineer following procedures outlined in the Virginia Public Procurement Act and HRSD Procurement Policy. City will participate in the selection of Engineer.
3. Engineer will meet with City and HRSD staff to coordinate, review, and approve a set of final plans and specifications and construction contract documents (“Construction Contract Documents”) for the Improvements.
4. One or more contracts may be issued to efficiently complete the Improvements.

B. Payment of the Design Costs

1. HRSD will pay Engineer for all engineering design costs and any amendments for the Improvements.
2. Reimbursement by City to HRSD for all such payments shall be in accordance with Paragraph II.A.2 of this Agreement.

C. Compliance

1. All design work shall comply with:
 - a. HRSD’s *Design and Construction Standards*, latest edition, for HRSD Improvements, and
 - b. The City’s Department of Utilities’ *Design and Construction Standards*, latest edition, for City Improvements.
2. Any changes to the Construction Contract Documents shall be approved by HRSD and City.

II. CONSTRUCTION OF IMPROVEMENTS

A. Cost of Improvements

1. The total cost of the Improvements, as more particularly defined by the Final Plans and Specifications and Construction Contract Documents, prepared by Engineer for HRSD and City (the “Improvements Costs”) shall include:

- a. Cost of construction of the Improvements;
 - b. Cost of advertising for bids;
 - c. Cost of approvals and permits required for the construction of the Improvements;
 - d. Costs for construction contract administration services not rendered by HRSD or City;
 - e. Costs for inspection not rendered by HRSD or City;
 - f. Costs of construction phase services rendered by Engineer;
 - g. Costs for all temporary or permanent easements and fee simple land acquisitions; and
 - h. Any related miscellaneous essential expenses.
2. The current Opinion of Probable Design and Construction Costs for all the specified Improvements for HRSD and City is \$21,000,000 based upon AACE Class 4 estimate. The cost share for HRSD will be 67% of the total cumulative expenditures for the costs described in Paragraph I.B. and Paragraph II. A. of this Agreement and the cost share for City will be 33% of the total cumulative expenditures for the costs described in Paragraph I.B. and Paragraph II. A. of this Agreement.

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

1. Before any construction work is to begin under this Agreement, HRSD and City will jointly review and approve the Construction Contract Documents. This approval shall be in writing.
2. HRSD shall acquire all necessary plan approvals and property acquisitions and easements related to HRSD Facilities prior to the award of the construction contract with assistance from City.
3. City shall acquire all necessary property acquisitions and easements related to City Facilities prior to the award of the construction contract.
4. HRSD and City shall review and approve the Contractors' and any Subcontractors' qualifications prior to award of the Construction Contract and confirm that the Contractors meet the stated requirements.

5. Contractors shall be responsible for all necessary permits and approvals necessary for the Improvements.
6. HRSD will review and approve shop drawings related to HRSD Facilities. City will review and approve shop drawings related to City Facilities.
7. HRSD and City will jointly review and approve the scope of work and fee for the construction contract administration and inspections related to the Improvements.
8. HRSD and City will jointly review and approve partial payment applications and change orders related to the Improvements.

C. Payment of Cost of Improvements

1. The Cost of Improvements including costs associated with any change to the initial construction contract price (“Change Order”) shall be apportioned between the parties as detailed in Paragraph II.A.2 unless otherwise amended in writing by mutual consent.
2. During design and construction, HRSD shall administer all Improvement work efforts and compensate the Engineer, Contractors and other individuals and entities providing materials and/or services related to the Improvements for all Improvement Costs.
3. City shall reimburse HRSD for Improvement expenditures based upon the cost share percentage for each party as detailed in Paragraph II.A.2.
 - a. City shall reimburse HRSD as detailed above on a payment schedule on a Fiscal Year (July 1 thru June 30) basis for actual costs expended up to a maximum of \$1,500,000 per Fiscal Year or \$375,000 per Fiscal Year Quarter. HRSD and City acknowledge full reimbursement is due no later than July 31, 2027 regardless of the Fiscal Year maximum
 - b. HRSD shall provide City with a quarterly invoice detailing City’s share of the Improvement Costs and requesting reimbursement. Within thirty (30) days of its receipt of such invoice, City shall reimburse HRSD for City’s share of the Cost of Improvements as detailed in the invoice and payment schedule outlined above.
 - c. Reimbursement payments to HRSD by City shall commence and continue quarterly until City’s total share of the Improvement Costs is paid off. City shall complete all payments to HRSD after all work is satisfactorily completed but no later than July 31, 2027 unless this date is modified through an approved modification to this agreement.

D. Facility Ownership Transfer

1. Upon substantial completion of City facilities, HRSD shall transfer ownership of the following, with clear title, free and clear of any liens or encumbrances:
 - a. Wastewater pump station & force main for Service Area 5-1,
 - b. Sewer service laterals & gravity trunk sewers for Service Area 5-1,
 - c. Sewer service laterals & gravity trunk sewers for Service Area 5-2,
 - d. Wastewater pump station & force main for Service Area 5-3,
 - e. Sewer service laterals & gravity trunk sewers for Service Area 5-3,
 - f. Sewer service laterals & gravity trunk sewers for Service Area 5-4,
 - g. Wastewater pump station & force main for Service Area 5-5,
 - h. Sewer service laterals & gravity trunk sewers for Service Area 5-5.

E. Operation and Maintenance of the Improvements during and after construction

1. HRSD shall be responsible for operation and maintenance of HRSD Facilities during and after construction.
2. City shall be responsible for operation and maintenance of City Facilities after substantial completion and after ownership transfer.
3. HRSD and City agree to cooperate and coordinate the operations and maintenance of any interconnections between the HRSD Facilities and City Facilities.

III. SCHEDULE

The construction is anticipated to begin by November 2021 and be complete by March 2026.

IV. OBLIGATIONS OF HRSD AND THE CITY

A. Public Hearings or Meetings

HRSD and City will be responsible for attending and presenting at civic league meetings and may be responsible for conducting public hearings or meetings if required. City will coordinate and reserve the location and assist HRSD in such public hearings.

B. Bidding of the Improvements

1. HRSD will issue bid documents for construction of the Improvements. City and HRSD will provide administrative support during the bidding phase including:

- a. Attendance at the preconstruction meeting.
 - b. Provision of timely responses to Engineer for any questions, requests for clarification, or addenda during the bidding phase.
 - c. Provision of miscellaneous support as required during the bidding phase.
2. HRSD will receive bids for construction of the Improvements. All bids received will be reviewed and approved by City and HRSD prior to award of the construction contract(s). City and 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 project. HRSD and City shall adhere to the cost share percentage for each party as detailed in Paragraph II.A.2 for the cost of this service.

D. Inspection and Progress Meetings

1. HRSD shall provide full-time inspection for the Improvements. HRSD and City shall adhere to the cost share percentage for each party as detailed in Paragraph II.A.2 for the cost of this service. The inspector(s) shall have the authority to assure the Improvements are constructed in accordance with the Construction Contract Documents.
2. City's inspectors' presence at, and input concerning, City Facilities shall be welcome.
3. HRSD's inspector(s) shall arrange and conduct monthly progress meetings for each construction contract. HRSD and City shall attend and participate in these meetings.

E. Deeds and Easements

1. HRSD shall obtain any and all necessary fee simple deeds and/or deeds of easement needed for HRSD Facilities.
2. City shall obtain any and all necessary fee simple deeds and/or deeds of easements for City Facilities.

F. Correction of Construction Defects in the Improvements

HRSD shall require the Contractors to provide a performance and payment bond for the full amount of the construction of the Improvements. The construction contracts shall also provide for a warranty of the Contractor's work against construction defects in the Improvements and shall require the Contractors to correct such defects that are reported by HRSD or City within twelve (12) months of the substantial completion of the Improvements.

G. Construction Record Drawings

Engineer shall provide HRSD and City with approved construction record drawings in accordance with HRSD's *Design and Construction Standards*, latest edition, and City of Norfolk's Utility Policy and *Design and Construction Standards*, latest edition.

V. GOVERNING LAW

This Agreement shall be deemed to be a Virginia Contract and 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. Venue shall be in the courts of the City of Norfolk.

VI. TERMINATION

Anything to the contrary notwithstanding, this Agreement and the obligations of the parties hereunder may be terminated by City or HRSD in the event that the other party breaches or violates any material provision of this Agreement or fails to perform any material covenant or agreement to be performed by either party under the terms of this Agreement and such breach, violation or failure 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 by mutual agreement of City and HRSD.

VII. NOTICE

Any notice, communication or request under this Agreement shall be provided in writing by either (a) certified mail, return receipt requested, postage prepaid, or (b) a nationally recognized overnight delivery service (next business day service), or (c) hand-delivery, if the receipt of the same is evidenced by the signature of the addressee or authorized agent, and addressed to the following:

TO HRSD

If by U.S. Postal Service:
General Manager
P. O. Box 5911
Virginia Beach, VA 23471-0911

If by Overnight Mail:
General Manager
1434 Air Rail Avenue
Virginia Beach, VA 23455

With Copy to:

Janice P. Anderson
Kellam, Pickrell, Cox & Anderson PC
403 Boush Street, Suite 300
Norfolk, VA 23510

TO City of Norfolk

Director
City of Norfolk Department of Utilities
401 Monticello Avenue
Norfolk, VA. 23510

With copy to:

City Attorney
9th Floor – City Hall
810 Union Street
Norfolk, VA 23510

VIII. ASSIGNMENT

No party may assign its rights under this Agreement without the prior written consent of the other party.

IX. AMENDMENT

This Agreement may be amended only by a written instrument duly executed by the parties.

X. SEVERABILITY

If any provision of this Agreement shall be determined to be invalid, illegal or unenforceable to any extent, the remainder of this Agreement shall not be affected and shall continue to be valid, in effect and enforceable to the fullest extent permitted by law.

XIII. 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.

XIV. FORCE MAJEURE

In the event of enforced delay in the performance of such obligations due to unforeseeable causes beyond the control of City or HRSD and without their fault or negligence, including, but not restricted to, acts of God or of the public enemy, acts of the government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargos, and unusually severe weather or delays of subcontractors due to such causes; it being the purpose and intent of this provision that in the event of the occurrence of any such enforced delay, the time or times for performance of the obligations of the parties shall be extended for the period of the enforced delay.

XVII. 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.

XVIII. INTEGRATION

This Agreement constitutes the entire understanding between 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. No waiver by either party of any failure or refusal by the other party to comply with its obligations hereunder shall be deemed a waiver of any other or subsequent failure or refusal to comply.

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 23, 2020.

HAMPTON ROADS SANITATION DISTRICT

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

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

The foregoing Agreement was acknowledged before me this _____ day of _____, 2020, by Edward G. Henifin, HRSD General Manager.

Notary Public

My commission expires:

Registration No.:

IN WITNESS WHEREOF, the City of Norfolk has caused this Agreement to be signed by the City Manager on its behalf pursuant to Ordinance Number _____ adopted by the City Council on _____, 2020,

CITY OF NORFOLK

DR. Larry H. Filer II, City Manager

ATTEST:

City Clerk

STATE OF VIRGINIA
CITY OF NORFOLK, to-wit:

I, _____, a Notary Public in and for the City of Norfolk, in the State of Virginia, whose term of office expires on the _____ day of _____, 20____, do hereby certify that Dr. Larry H. Filer II, City Manager and R. Allan Bull, City Clerk, respectively, of the City of Norfolk, whose names as such are signed to the foregoing deed dated the _____ day of _____, 2020, have acknowledged the same before me in my City and State aforesaid.

Given under my hand this _____ day of _____, 2020.

Notary Public [SEAL]

Approved as to Content:

Director of Utilities

Approved as to Form and Correctness:

Deputy City Attorney

CERTIFICATE OF FUNDING

I hereby certify that the money required for this Agreement is in the City Treasury to the credit of the fund from which it is to be drawn and not appropriated for any other purpose.

ACCOUNT: _____
AMOUNT: _____
VENDOR CODE: _____
CONTRACT NO.: _____

Director of Finance Date

Exhibit 1 - HRSD Facilities Location Map

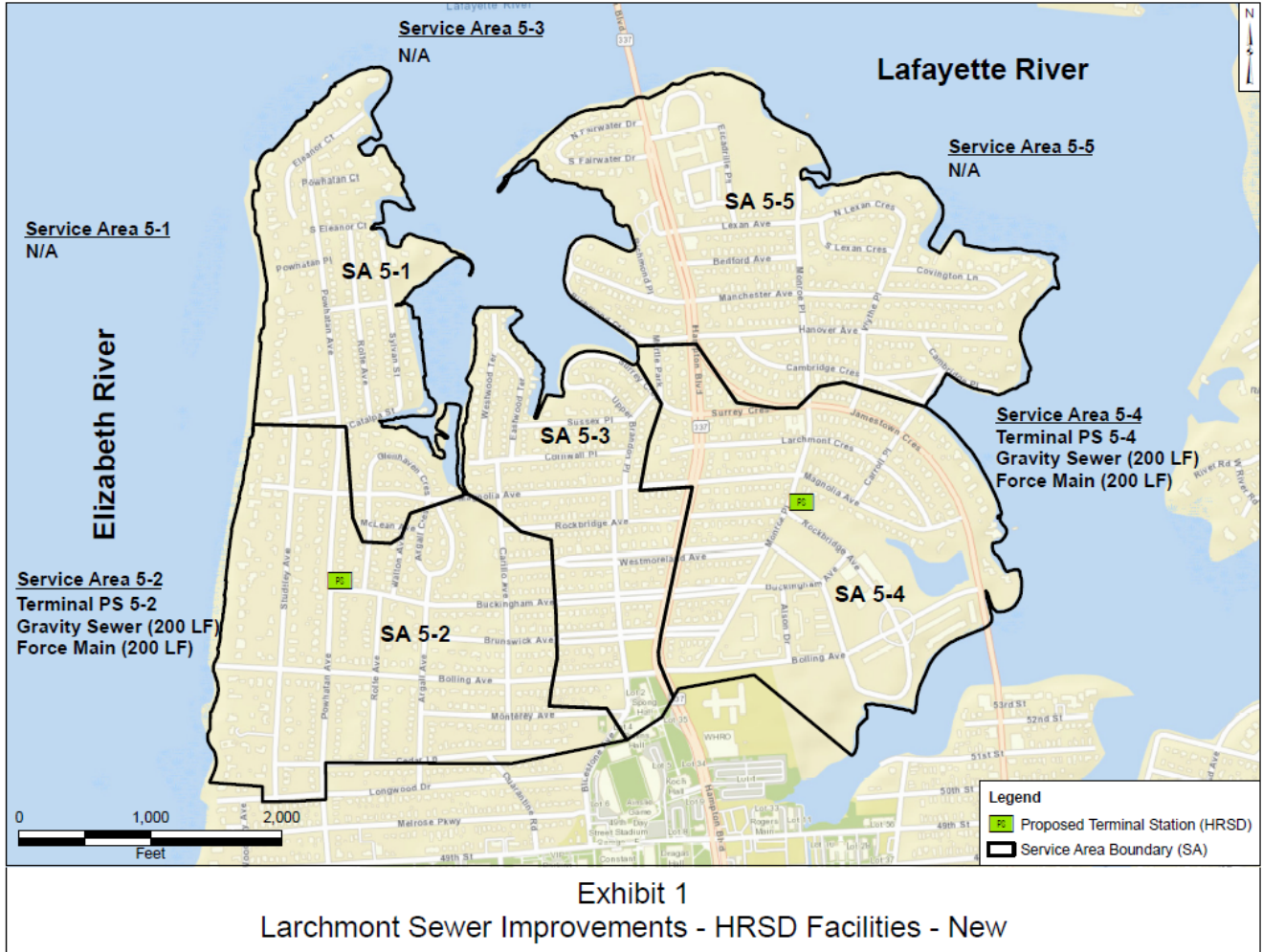
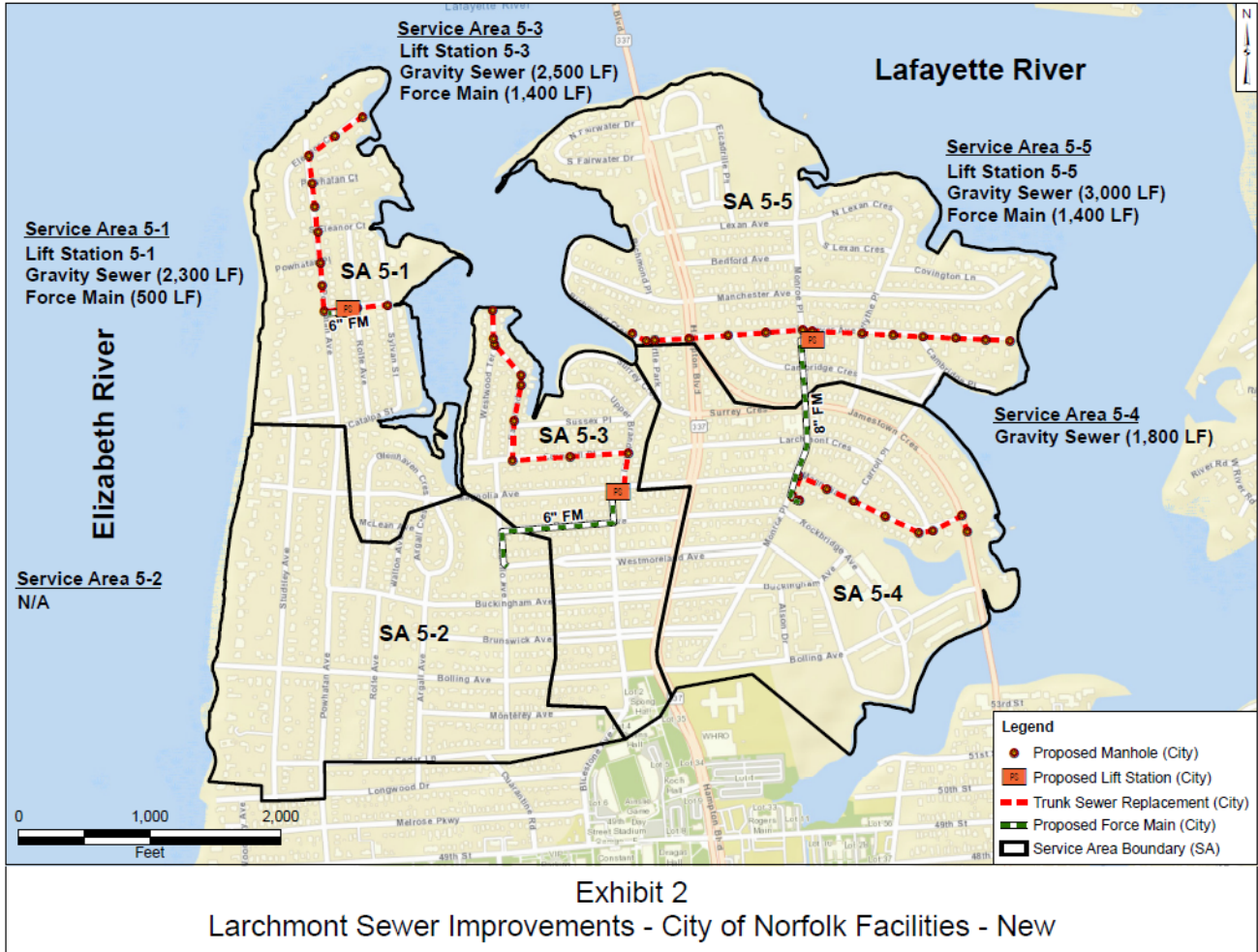


Exhibit 2 - CITY Facilities Location Map



AGENDA ITEM 7. – June 23, 2020

Subject: Willard Avenue Pump Station Replacement
Acquisition of Real Property – 214 Downes Street, Hampton, Virginia

Recommended Action: Approve the purchase of property at 214 Downes Street (0.13-acre), and associated acquisition costs for \$247,500 in accordance with the terms and conditions of the Purchase and Sale Agreement with Lorie Sellers, owner of subject property in Hampton, Virginia and authorize the General Manager to execute same, substantially as presented, together with such changes, modifications and deletions as the General Manager may deem necessary and further authorize the General Manager to execute the forthcoming deed of bargain and sale upon approval of legal counsel.

CIP Project: BH013020

Project Description: The purpose of this project is to design and construct a replacement pump station for the existing station located at 219 National Avenue in Hampton. The current pump station is undersized for the current and future development in the Phoebus area and the proposed pump station will be designed to accommodate the planned new development in this part of Hampton.

After a preliminary engineering, location and cost evaluation, HRSD staff and engineering consultants selected 12 potential sites based on size, location, aesthetics and engineering feasibility considerations. Locations were all within approximately six blocks of the existing station at 219 National Avenue. Letters of interest were sent to 12 property owners and three of the 12 expressed an interest to sell. 302 South Willard Avenue was determined to be the most feasible site upon which to build. After further engineering and feasibility studies, staff also determined that additional area was needed to facilitate the construction of the site while remaining aesthetically consistent with the neighborhood. As such, 218 Downes Street was purchased, and the acquisition of 214 Downes Street will provide sufficient space for the pump station as well as an adequate buffer between the station and the next homeowner at 210 Downes Street.

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

Analysis of Cost: The cost of the acquisition will total \$247,500. This amount includes the purchase of the property at 214 Downes Street for the negotiated price of \$150,000 and relocation/replacement housing and moving costs totaling \$97,500. (Note: The offer amount of \$150,000 for the property is consistent with sales of single-family homes and current listings in the area).

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") made this 8 day of June, 2020, by and **LORIE SELLERS**, hereinafter referred to as Seller, and **HAMPTON ROADS SANITATION DISTRICT**, a political subdivision of the Commonwealth of Virginia ("HRSD"), Purchaser.

RECITALS

- A. Seller is the owner in fee simple absolute of a certain parcel of property approximately .13 acres in area (more or less), located at 214 Downes Street in the City of Hampton, such property being more particularly described in Exhibit A which is attached to and made a part of this Agreement (the "Property").
- B. HRSD desires to purchase the Property from the Seller for the purpose of the Willard Avenue Pump Station Replacement Project.
- C. Seller is willing to sell the Property to HRSD subject to the terms and conditions set forth in this Agreement.
- D. These recitals are incorporated by this reference into this Agreement.

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

- 1. SALE. Seller agrees to sell and HRSD agrees to purchase the Property, together with all rights and appurtenances thereto, including all right, title and interest of Seller in and to any land lying in the bed of any highway, street, road, or avenue, open or proposed, in front of or abutting, or adjoining such tract or piece of land and any riparian rights, if any, and any rights, easements, and appurtenances pertaining thereto, and any building and other property situated thereon, (excluding personal property except to the extent that Seller chooses to leave on premises upon vacation) attached or appurtenant to, located in or on, or used in connection with the real property, if any. The real property and the personal property are called "the Property".
- 2. PURCHASE PRICE. The purchase price ("Purchase Price") for the Property is ONE HUNDRED, FIFTY THOUSAND and 00/100 DOLLARS (\$150,000.00); and shall be paid by HRSD to the Seller at Settlement by cash or certified funds.

3. CONVEYANCE.

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

- b. Title to the Property shall be good and marketable and, if HRSD chooses to obtain title insurance, insurable by a nationally recognized ALTA title insurance company of HRSD's choice at or below normal rates. In the event that a title examination discloses defects of title or other matters unsatisfactory to HRSD, HRSD shall notify Seller in writing (an "Objection Notice"), within 15 days of the Effective Date, of such title defects or other matters to which HRSD objects. Seller covenants that it shall cure all monetary encumbrances and all title objections which may be cured by execution of a document requiring the signature of no party other than Seller (including any affidavits which may reasonably be required by the title insurer). Seller may notify HRSD in writing (an "Objection Response"), within ten (10) business days after receiving an Objection Notice if it believes that the Objection Notice makes reference to any title defect or other matter that Seller cannot or elects not to cure. Upon receipt of an Objection Response from Seller, HRSD shall have the option either to (i) terminate this Agreement by notice to Seller given within ten (10) business days of the Objection Response or (ii) accept the defects, exceptions or other matters referenced in such Objection Response and proceed to Closing hereunder with no reduction of the Purchase Price. Seller shall have the period until the Closing date within which to correct all defects, exceptions or other matters that it is required or elects to cure. Seller shall provide such documents (including evidence of authority), affidavits, and other instruments that may be reasonably required for the issuance of a title insurance policy to HRSD.

- c. Possession of the Property will be given to HRSD at Closing, per attached Possession Agreement (attached as Exhibit B) except that HRSD will have access to the Property for the purposes specified herein.
 - d. Seller agrees to pay proration of real estate taxes and storm water fees and agrees to deliver possession of the Property to HRSD at settlement, or as per Exhibit B. HRSD will pay all other fees charged in connection with preparation and recordation of the deed, including grantor's tax and other applicable closing costs.
 - e. Seller and HRSD agree that the attorney selected by HRSD shall act as the Settlement Agent at HRSD's expense. The Settlement Agent shall prepare the settlement statement, update and record the deed, collect and disburse settlement funds in accordance with this Agreement and the settlement statement, and file any required state and federal tax forms or other certifications.
 - f. As part of Seller's Relocation Assistance, HRSD will pay Seller Replacement Housing Assistance in the amount of \$90,000 needed to purchase a replacement dwelling in addition to \$7,500 for moving and related expenses.
** Note: Per 49 CFR § 24.209, of the Uniform Relocation and Assistance Act, Relocation Assistance payments for displaced persons are not considered as income.*
4. RIGHT OF ENTRY. HRSD and HRSD's authorized representatives may at any reasonable time and after giving reasonable notice to Seller, enter upon the Property for the purpose of making inspections, appraisals, surveys, including the cutting of survey lines and putting up markers and driving stubs and stakes, site analysis, engineering studies, core sampling for engineering reports, and locating existing rights of way, easements, and utilities. HRSD will exercise this right of entry in such a way so as to not cause unreasonable damage to the Property. HRSD agrees to indemnify and save harmless the Seller from all claims of liability for any personal injury or property damage or otherwise to any person or property caused by any action or omission of HRSD or its agents on the Property before or after Closing.

5. CONDITIONS PRECEDENT.

- a. Seller hereby acknowledges that Buyer is acquiring the property for the purpose of operating twenty-four hours a day a pump station for use and the infrastructure of the HRSD sewage treatment facilities, in accordance with the ordinances of the City of Hampton, and the parties agree that all Conditions Precedent that are relevant to the Buyer must be satisfied within 180 days of the effective date of this Agreement. Should the Conditions Precedent mentioned herein not be satisfied within the 180-day timeframe, Seller may keep the deposit as liquidated damages, and shall have no other remedies should Buyer terminate this Agreement. Accordingly, during the period of 180 days from the date of the full execution of this Agreement, or as such period may be extended in accordance with the mutual extension agreement of the parties to this Agreement, the parties shall use commercially reasonable efforts to satisfy the following Conditions Precedent: (i) the receipt of satisfactory construction bids and/or cost estimates for Buyer's construction in connection with Buyer's intended use of the property having been obtained which in Buyer's sole opinion makes Buyer's construction and use for its intended use of the property economically feasible; (ii) all permits, licenses, and approvals with conditions acceptable to Buyer required for the construction or installation of Buyer's pump station in accordance with its intended use of the property having been obtained at the expense of Buyer, including without limitation, approvals required under all applicable zoning, environmental, wetlands, subdivision control, sanitary, health, safety and land-use law and regulations of the City of Hampton; (iii) all other operational licenses City and Governmental approvals and conditions acceptable to Buyer required for the completion of construction and operation of the pump station anticipated in accordance with Buyer's intended use; (iv) environmental testing to include wetlands delineation, which reports are satisfactory, in Buyer's sole discretion, to the completion of Buyer's intended use of the property.
- b. In the event these initial Conditions Precedent have not been satisfied or waived by Buyer on or before the conclusion of the 180th day from the effective date of this Agreement, this Agreement may be terminated in its entirety by Buyer sending written notice to Seller of the same in accordance with the Notices paragraph in this Agreement (Paragraph 7).

- c. This Agreement is contingent on the review and approval of the Hampton Roads Sanitation District Commission and upon such Commission granting authorization to the General Manager to proceed under the terms of this Agreement.

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

Seller further represents and warrants and shall deliver to HRSD at or prior to the Settlement, an Owner's Affidavit (prepared by HRSD) and all other documents required by the title company to issue an owner's policy evidencing the following facts:

- (i) Other than this Agreement, there are no other contracts for sale or options involving the Property now in effect;
- (ii) To the best of Seller's knowledge, no other party has any right, title or interest in the Property; other than deeds of trust or other documents of record.
- (iii) There are no unrecorded leases, options, licenses or easements existing in connection with the property to which the Seller has knowledge;
- (iv) There are no adverse government notifications or proceedings and there is no pending or threatened litigation or any other potentially adverse claims affecting the property to which the Seller has knowledge.
- (v) Foreign Status. Seller is not a foreign corporation, person or entity and is a "United States Corporations, Person or Entity" as such terms is defined in Section 1445 and in Section 7701 (a)(30) of the Internal Revenue Code of 1986, as amended (the "Code") and shall deliver to HRSD at or prior to the Settlement an Affidavit prepared by HRSD evidencing such fact and such other documents as may be required under the Code.

(vi) From and after the date of this Agreement, Seller shall not transfer any interest in, or grant any easements or enter into any contractual agreement or understanding, written or oral, with respect to the Property or any portion thereof or make any changes at all that require recordation and therefore modifications to title, without the prior written consent of HRSD.

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

HRSD: Ayanna R. Williams, R.E. Manager
1434 Air Rail Avenue
Virginia Beach, Virginia 23471-0911

Copy to: Conway Sheild, III, Esq.
Jones, Blechman, Woltz & Kelly, P.C.
701 Town Center Drive, Suite 800
Newport News, Virginia 23606

Seller: Lorie Sellers
214 Downes Street
Hampton, VA 23663

8. CLOSING. Unless this Agreement is terminated pursuant to its terms or by mutual agreement of the parties, Closing will be made at the offices of the Settlement Agent on or about June 24, 2020.

9. SURVIVAL. The provisions contained in this Agreement will be true as of the date of this Agreement and as of the date of Closing.

10. PRORATIONS. All rents, interest, taxes, insurance premiums, utility bills, and fuel oil, if any, will be prorated as of the date of Closing.

11. RISK OF LOSS. All risk of loss or damage to the Property by fire, windstorm, casualty, or other cause is assumed by Seller until Closing. In the event of substantial loss or damage to the Property before Closing, HRSD will have the option of either:

a. Terminating this Agreement, or

- b. Affirming this Agreement and proceeding to Closing.
12. RIGHT OF FIRST REFUSAL. In the event that HRSD shall determine to sell all or a portion of the property for private development within two (2) years of the Settlement Date, it agrees to notify Seller and give Seller first opportunity to purchase the property on such terms as the parties shall mutually agree. Such notice shall be writing addressed in accordance with the provisions of Section 8 herein or such other address provided to HRSD by the Seller and shall provide Seller with at least thirty (30) calendar days to present HRSD with an offer to purchase the property.
13. CONDEMNATION. Seller covenants and warrants that Seller has not heretofore received any notice of any condemnation proceeding or other proceeding in the nature of eminent domain in connection with the Property. If prior to Settlement any such proceeding is commenced or any change is made, or proposed to be made, to the current means of ingress and egress to the Property or to the roads or driveways adjoining the Property, or to change such ingress or egress or to change the grade thereof, Seller agrees immediately to notify HRSD thereof. HRSD then shall have the right, at HRSD's option, to terminate this Agreement by giving written notice to Seller within thirty (30) days after receipt of such notice.
14. DEFAULT AND REMEDIES.
- a. If the sale and purchase contemplated by this Agreement is not consummated because of Seller's or HRSD's default, the non-defaulting party may elect to:
- i Terminate this Agreement;
 - ii Seek and obtain specific performance of this Agreement; or
 - iii Pursue all other rights or remedies available at law or in equity, including an action for damages.
- b. If either Seller or HRSD defaults under this Agreement, the defaulting party will be liable for any expenses incurred by the non-defaulting party in connection with the enforcement of its rights under this Agreement.

- c. These remedies are cumulative and non-exclusive and may be pursued at the option of the non-defaulting party without a requirement of election of remedies.
15. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties and will supersede the terms and conditions of all prior written and oral agreements, if any, concerning the matters it covers. The parties acknowledge there are no oral agreements, understandings, representations, or warranties that supplement or explain the terms and conditions contained in this Agreement. This Agreement may not be modified except by an agreement in writing signed by the parties.
16. WAIVER. Failure to insist upon strict compliance with any of the terms, covenants, or conditions hereof will not be deemed a waiver of the term, covenant, or condition, nor will any waiver or relinquishment of any right or power at any one time or more times be deemed a waiver or relinquishment of the right or power at any other time or times.
17. SEVERABILITY. This Agreement will be construed in its entirety and will not be divisible, except that the invalidity or unenforceability of any provision hereof will in no way affect the validity or enforceability of any other provision.
18. CAPTIONS. Captions are used in this Agreement for convenience only and will not be used to interpret this Agreement or any part of it.
19. GOVERNING LAW. This Agreement is to be construed in accordance with the laws of the Commonwealth of Virginia.
20. CHOICE OF FORUM/JURISDICTION. The parties hereby consent to the jurisdiction and venue of the courts of the Commonwealth of Virginia, specifically to the courts of the City of Hampton, Virginia, and to the jurisdiction and venue of the United States District Court for the Eastern District of Virginia in connection with any action, suit, or proceeding arising out of or relating to this Agreement and further waive and agree not to assert in any action, suit, or proceeding brought in the City of Hampton, Virginia, or the Eastern District of Virginia that the parties are not personally subject to the jurisdiction of these courts, that the action, suit, or proceeding is brought in an inconvenient forum or that venue is improper.
21. WAIVER OF TRIAL BY JURY. THE PARTIES WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY

EITHER PARTY AGAINST THE OTHER ON ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR ANY RELATED AGREEMENTS OR INSTRUMENTS AND THE ENFORCEMENT THEREOF, INCLUDING ANY CLAIM OF INJURY OR DAMAGE TO ANY PARTY OR THE PROPERTY OF ANY PARTY.

22. SUCCESSOR/ASSIGNMENT. This Agreement will be binding upon and the obligations and benefits hereof will accrue to the parties hereto, their heirs, personal representatives, successors, and assigns. This Agreement is assignable by HRSD only upon written consent of the Seller, which consent will not be unreasonably withheld. If this Agreement is assigned by HRSD with Seller's consent, HRSD will nevertheless remain fully liable for its performance.
23. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each will be considered an original, and together they will constitute one Agreement.
24. FACSIMILE SIGNATURES. Facsimile signatures will be considered original signatures for the purpose of execution and enforcement of the rights delineated in this Agreement.

[SIGNATURE PAGES TO FOLLOW]

SELLER:

Lorie Sellers
Lorie Sellers (signature)

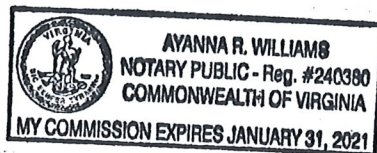
COMMONWEALTH OF VIRGINIA
CITY OF Hampton, to-wit:

I, Ayanna R. Williams, do hereby certify that Lorie Sellers, Seller herein, whose name is signed to the foregoing Purchase and Sale Agreement, has acknowledged the same before me in my City and State aforesaid.

Given under my hand this 8th day of June, 2020.

Ayanna R. Williams
Notary Public

My Commission Expires: 1/31/2021
Registration Number: #240380



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 23, 2020. This Agreement is expressly subject to approval by the HRSD Commission.

HAMPTON ROADS SANITATION DISTRICT

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

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

The foregoing Purchase and Sale Agreement was acknowledged before me this _____ day of _____, 2020, by Edward G. Henifin, P.E., General Manager, Hampton Roads Sanitation District.

Notary Public

My Commission Expires: _____
Registration No.: _____

Exhibit "A"

Legal Property Description

ALL THOSE certain lots, pieces or parcels of land, with the buildings and improvements thereon, situate, lying and being in the City of Hampton, State of Virginia, known and designated as Part of Lot "B", as shown on that certain plat entitled "Plat of the Property of John & Cathleen M. Gemmell, Northerly one-half of Lot "B", located on Downes St., City Hampton, VA, " made by Becouvarakis and Assoc., Land Surveying, dated December 4, 1984 a copy of which plat is attached to that certain deed dated December 19, 1984, from Sidney J. Line, Jr., unmarried to John Gemmell and Cathleen M. Gemmell, and recorded in the Clerk's Office of the Circuit Court of the City of Hampton, Virginia, in Deed Book 704, at page 681.

Together with all and singular the buildings and improvements thereon, rights, and privileges, tenements, hereditaments, easements and appurtenances unto the said land belonging or in anywise appertaining.

Subject, however, to any and all easements, restrictions and provisions of record affecting the same property.

It being the same property conveyed Grantors herein by deed dated December 19, 1984 from Sidney J. Kline, Jr. and recorded in the aforesaid Clerk's Office in Deed Book 704, page 681.

Exhibit "B"

Post-Closing Agreement

HRSD/AGREEMENTS/PURCHASE AND SALE AGREEMENT HRSD AND LANDOWNER/SELLER

POST-CLOSING POSSESSION AGREEMENT

PURCHASER: HAMPTON ROADS SANITATION DISTRICT (HRSD), a political subdivision of the Commonwealth of Virginia

SELLER: LORIE SELLERS

PROPERTY: 214 Downes Street, Hampton, VA 23663
Parcel Identification: 12001209

DATES OF

POSSESSION: June 24, 2020 to August 31, 2020

WHEREAS, the Seller has entered into a Contract for the purchase of the above captioned property from the Purchaser, which contract is dated June 8th, 2020; and

WHEREAS, the Seller wishes to possess and occupy the property after the closing date; June 24, 2020.

NOW, THEREFORE, in consideration of mutual promises, the parties agree as follows:

1. During the Dates of Possession, June 24, 2020 to August 31, 2020, Seller may occupy the property at the rate of \$ 0.00 per day.
2. The Seller agrees to procure and maintain in effect, prior to entering into possession, a policy or policies of insurance adequately covering the subject property satisfactory to Purchaser and insuring against fire and any casualty and/or public liability which may arise out of or by virtue of the use and occupancy of the subject property by the Seller.
3. The Seller hereby agrees to indemnify and hold the Purchaser harmless from any and all claims, demands, action, causes of action, damages, expenses, losses, attorney's fees or liabilities arising in any way from or out of this occupancy, use or enjoyment of the subject property after closing.
4. The Seller accepts the subject property "as is" as of the Date of Possession, and will take no action to damage the property during Seller's tenancy. If damage occurs to the property, or any deterioration which is beyond reasonable wear and tear, the Seller shall remediate the property immediately, at his expense.
5. Should Seller maintain possession, or not turn possession over to Purchaser on or before September 15, 2020, Seller owes Purchaser \$50.00 per day for rent. Further should Seller not vacate the premises by September 30, 2020, Seller agrees to be responsible for the expenses of Purchaser in any legal

proceedings to evict Seller from premises, to include attorney's fees and costs.

6. The Seller agrees to pay all expenses in connection with his occupancy of the subject property, including, but not limited to, utilities and fuel during possession.
7. This agreement may be executed in counterparts.

IN WITNESS WHEREOF, the parties have caused their hands and seals to be affixed this 10th day of June, 2020.

Purchaser: **HAMPTON ROADS SANITATION
DISTRICT**

By: Ayanna R. Williams
Ayanna R. Williams, SR/WA
Real Estate Manager, HRSD

Seller: Lorie Sellers
Lorie Sellers

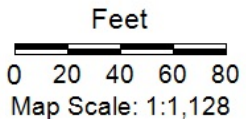
Legend

-  Parcels
-  Lot Lines
-  Boundary



Title:

Date: 6/10/2020



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

AGENDA ITEM 8. – June 23, 2020

Subject: Commission Governance Guidelines

Recommended Action: Approve changes to the HRSD Commission Governance Guidelines proposed by the Operations and Nominations (O&N) Committee.

Brief: The O&N Committee regularly reviews the Commission Governance Guidelines. Proposed [changes](#) by staff related to Commission approval of real property transfer of ownership, disposition of easement, easement vacation, service area expansion and clarification of change orders are under review by the Committee. The Committee will present their recommended changes to the full Commission during the meeting.

HRSD Commission Governance Guidelines

The Commission is charged with managing and controlling the functions, affairs and property of the Hampton Roads Sanitation District (HRSD). HRSD's operation is accomplished by its employees under the direct supervision of the General Manager. These governance guidelines are intended to support the Commission in its oversight role, which is set forth in the Acts of Assembly. Some additional Commission responsibilities are specified in HRSD's Trust Agreements, required by federal law or mandated by the Virginia Public Procurement Act.

The Commission and HRSD's management recognize that the interests of HRSD are advanced by responsibly addressing the concerns of other constituencies, including employees, customers and the communities in which HRSD provides services. The Commission will review these guidelines regularly in its continuing effort to achieve this goal.

SECTION 1. ROLE AND FUNCTION OF THE COMMISSION

A. Composition

1. The Commission consists of eight members appointed by the Governor of Virginia to four-year terms.
2. At the time of their appointment, Commissioners shall reside in the locality from which they were appointed. Moving from this locality terminates the appointment.
3. With the exception of the aforementioned residency restriction, a Commissioner's term continues until the successor is appointed. Any person appointed to fill a vacancy shall serve for the unexpired term.
4. Commissioners are eligible for reappointment without limitation to the number of terms. Members may be suspended or removed at the Governor's pleasure.

B. Structure

1. The Commission shall annually elect one of its members as chair and another as vice-chair.
2. The Commission's committees are (1) Finance and (2) Operations and Nominations (O&N). These committees report as needed to the full Commission. The Commission may elect to form a new standing or special committee or to disband an existing committee.
 - a. The Finance Committee shall review the Comprehensive Annual Financial Report; ensure the annual audit is completed and receive the audit report from the external auditor; review the work plan and receive reports from the audit firm performing internal audits; review the financial forecast and the annual operating and capital budgets and

HRSD Commission Governance Guidelines

report out to the full Commission prior to Commission action on the annual budgets; participate in selection of internal and external auditors; and other financial related matters as may be referred to the committee by the chair.

- b. The O&N Committee shall prepare a slate of officers for Commission consideration annually; review the Governance Guidelines on a regular basis; review the Remote Participation Policy annually; review the Ethics Policy; and review other Commission policies as required or directed by the chair.
3. The Commission chair annually appoints the committee members and chairs. Committees are composed of two Commissioners and both are required for a quorum. All Commissioners are invited to participate in all Committee meetings.

C. Operation

1. The Commission has the authority to adopt bylaws and to make rules and regulations for the management of its affairs and the conduct of its business.
2. Unless otherwise announced, the Commission meets on the fourth Tuesday of each month January through November and on the third Tuesday of December. Special meetings are held when necessary. The General Manager sets the meeting agendas with advice from the Department Directors and the chair. Agendas, with any relevant accompanying information or reports, are distributed to the Commissioners prior to meetings for review. When circumstances require, items may be added to the agenda after it has been distributed.
3. Four members shall constitute a quorum.
4. The rules contained in the current edition of *Rosenberg's Rules of Order* shall govern the Commission in all cases to which they are applicable and in which they are not inconsistent with state law or any special rules of order the Commission may adopt.

D. Commissioner Policies

1. Newly appointed Commissioners will receive a briefing from the General Manager and Department Directors regarding matters related to HRSD's mission and core services. At a minimum, Commissioners are briefed on operations, financial matters and strategic directions. The Commission Secretary will provide information related to [Virginia's Freedom of Information Act](#) and Commission membership. In addition, new Commissioners shall tour HRSD facilities as their schedules permit and be introduced to the chief elected officials of their localities as appropriate and practical to facilitate effective working relationships.

HRSD Commission Governance Guidelines

2. Commissioners are expected to devote as much time and attention as necessary to discharge their duties. This includes attending all monthly Commission meetings and the meetings of any committees on which they may serve. Commissioners should notify the Commission Secretary whenever they are unable to attend a scheduled meeting. Commissioners may participate remotely in accordance with the Remote Participation Policy. Commissioners must notify the Chair of their desire to participate remotely prior to the meeting. Commissioners also may be asked to participate in special events and to represent HRSD at public meetings.
3. Commissioners shall be mindful of the best interest of the HRSD service area at large as opposed to those of the localities in which they reside.
4. At the request of the Commission, individual Commissioners may serve as liaisons to officials in the communities in which they reside or other localities within HRSD's service area.
5. Commissioners receive no salary but are compensated for travel and expenses associated with meeting attendance at the rate paid to members of the Commonwealth Transportation Board.
6. Each Commissioner shall be covered by a public official's liability policy paid for by HRSD.
7. Commissioners are expected to recuse themselves from discussion and abstain from voting on matters in which they may have a personal or professional conflict, and to announce the recusal or abstention in advance.

E. Responsibilities

The Acts of Assembly authorize and empower the Commission to perform a variety of specified acts by means of its own officers, agents and employees or by contracts with any persons. Some of the most significant functions are:

1. To construct, improve, extend, enlarge, reconstruct, maintain, equip, repair and operate a sewage disposal system or systems.
2. To issue revenue bonds, notes or other obligations.
3. To fix and collect rates, fees and other charges for the services.
4. To acquire land, structures, property, rights, rights-of-way and easements by purchase, lease, grant or the exercise of the right of eminent domain.

HRSD Commission Governance Guidelines

5. To employ, in its discretion, consulting engineers, attorneys, accountants, construction and financial experts, managers and other such officers, employees and agents as may be necessary, and to fix their compensation.
6. To sue and to be sued.
7. To prevent any person, jurisdiction or corporation from discharging into District waters any sewage, industrial wastes or other refuse that would pollute these waters.
8. To seek civil penalties or civil charges against owners in violation of pretreatment standards in permits.
9. To make and enter into all contracts and agreements necessary or incidental to the performance of its duties and execution of its powers.
10. The Commission does not have the power to mortgage, pledge, encumber or otherwise dispose of any part of the sewerage system except that which may no longer be necessary or useful.

SECTION 2. HRSD MANAGEMENT AND THE COMMISSION

Commissioners have complete access to the General Manager, who may refer them to Department Directors or other appropriate resources for assistance. The Commission Secretary shall assist Commissioners with matters related to scheduling, expense reimbursement, access to information and meeting attendance.

A. Staff Relations

1. The Commission appoints a General Manager, who serves at the pleasure of the Commission. As the chief administrative officer, the Commission delegates day-to-day operations to the General Manager within the broad framework of Commission established policies and strategies. The Commission shall review the General Manager's performance and set compensation at least annually.
2. The Commission appoints a Secretary and a Treasurer who serve in these roles at the pleasure of the Commission. These appointments are made from existing staff positions. The Commission fixes their compensation through the annual budget process as these positions are in the HRSD position classification and compensation system.
3. The Commission periodically reviews and assesses the compensation paid to all HRSD employees as part of the annual budget process.

HRSD Commission Governance Guidelines

4. Establishment and maintenance of appropriate human resource policies have been delegated to the General Manager.

B. Financial Oversight

1. The Commission approves HRSD's Financial Policy.
2. The Commission approves the Annual Budget, Capital Improvement Program (CIP), Financial Plan and Schedule of Rates.
3. The Finance Committee meets as required to perform their financial oversight duties, including overseeing the Financial and Internal Auditors, and reports to the Commission regarding these activities.

SECTION 3. COMMISSION ACTIONS

A. Commission Approval Items

1. Policies – All policies that govern HRSD business processes, financial practices, service to localities, etc.
2. Annual Operating Budget – Budget policy allows General Manager to transfer between budget object codes within total approved budget without further Commission action. Additional action is only required if total annual operating budget is amended.
3. Capital Improvement Program
 - a. 10-year program without authorization of specific projects
 - b. Authorization of projects in first year without appropriation
 - c. Changes in program that impact first-year projects previously authorized
4. Capital Improvement Projects
 - a. Appropriation of full project funding specific to each project at time first dollar is to be spent
 - b. Changes requiring additional funding
 - c. Changes resulting in significant reduction in scope (greater than 25 percent of appropriation)
5. Schedule of rates including facility charges
6. Resolutions authorizing issuance of definitive bonds, interim receipts or temporary bonds, notes or other obligations

HRSD Commission Governance Guidelines

7. Acceptance or award of grants
8. Procurement
 - a. The HRSD Procurement Policy
 - b. Use of alternative project delivery methods prior to solicitation (Design-Build, Construction Management, etc.)
 - c. Agreements – Contracts, task orders or purchase orders where the total value is projected to exceed \$200,000
 - d. Rejection of bids for all contracts where total value is projected to exceed \$200,000
 - e. Change orders to contracts (**exclusive of increases to individual task orders**) that will result in changing the total value of the contract inclusive of all change orders to either 125 percent or more of the original contract award amount or \$50,000, whichever is greater
 - f. HRSD use of an existing competitively awarded contract vehicle (State contract, cooperative procurement, General Services Administration, etc.,) where the total value of HRSD participation is projected to exceed \$200,000
 - g. Sole Source Procurement – Initial sole source determination for specific vendor, item(s) and location(s) where total value is projected to exceed \$10,000
 - h. Debarment – Review staff recommendation and make the final determination of all firm/contractor debarment, the conditions and length of term for the debarment.

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- i. Real Property
 - (1) Acquisition by condemnation in accordance with the Code of Virginia §15.2
 - (2) Acquisitions by purchase, lease, grant or conveyance
 - (3) Sale, lease or permanent encumbrance of HRSD property
 - (4) Easements or Right of Entry Agreements (temporary or permanent) with value in excess of \$25,000
 - ~~(4)~~(5) *Transfer of ownership, disposition of easements and easement vacation*

- 9. Intellectual Property (IP)
 - a. IP rights agreements
 - b. Royalty distribution agreements

- 10. Personnel
 - a. Compensation of General Manager
 - b. Compensation of Treasurer, Secretary and other employees through annual budget process

- 11. Regulations
 - a. HRSD Industrial Wastewater Discharge Regulations
 - b. Enforcement Response Plan

- 12. Selection of Commission consultants
 - a. Legal
 - b. Auditors
 - (1) Financial Auditors
 - (2) Internal Auditors

- 13. Agreements with other entities meeting one of the following criteria:
 - a. Design or construction of infrastructure with a constructed value in excess of \$50,000
 - b. Provides use of real property for temporary (greater than one year) or permanent use
 - c. Provides use of personal property valued at more than \$50,000 for temporary (greater than one year) or permanent use

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- d. Provides a service or other benefit that spans multiple years
- e. Obligates significant financial resources (\$200,000 or more)
- f. Obligates significant personnel resources (one full time employee or more)
- g. Is or has the potential to be politically significant

B. Commission Recognition Items

- 1. Employees celebrating length of service 20 years and above (in increments of 5)
- 2. New employees Grade 9 and above
- 3. Awards and recognition earned by HRSD
- 4. Awards and recognition granted by HRSD

C. Commission Information Items

- 1. Monthly reports from General Manager and each Department Director
- 2. Monthly Interim Financial Report (included in Director of Finance report)
- 3. Notice of declaration of emergency
- 4. Internal Audit Reports and updates
- 5. Quarterly Investment Report
- 6. Quarterly CIP Update

SECTION 4. COMMISSION MEETINGS

All meetings of the Commission shall be held in accordance with the Virginia Freedom of Information Act. Remote participation in meetings shall be in accordance with the Remote Participation policy.

A. Commission Meeting Agenda

The Commission meeting agenda shall be prepared by the General Manager and distributed to the Commission typically five calendar days prior to the meeting date. Public notice of the meeting and posting of the agenda shall be in accordance with the

HRSD Commission Governance Guidelines

Virginia Freedom of Information Act (§ 2.2-3700 et. Seq. of the Code of Virginia). The General Manager shall review the agenda with the chair prior to the meeting.

The agenda shall be structured to ensure efficient and effective use of Commissioner's time and expertise.

1. Full agenda items with briefings may be provided for the following items and other items as deemed appropriate:
 - a. Annual Budget
 - b. Capital Improvement Program
 - c. Individual Capital Improvement Projects when requesting appropriation or additional appropriations to individual Capital Improvement Projects
 - d. Changes in CIP that impact first-year projects
 - e. Schedule of Rates
 - f. Resolutions related to bonds, notes or other obligations
 - g. Resolutions related to certain employee benefit plans
 - h. Acceptance or award of grants
 - i. New, modified, amended or reissued Commission approved policies
 - j. Use of alternative project delivery methods for contracts
 - k. Agreements
 - l. Rejection of bids for contracts
 - m. Real estate acquisitions by condemnation including requisite public hearings
 - n. Real estate acquisitions
 - o. Sale, lease or conveyance of HRSD property
 - p. Intellectual property agreements
 - q. Patent applications

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- r. Changes, amendments or reissuance of the Industrial Wastewater Discharge Regulations or Enforcement Response Plan
 - s. Selection of Commission consultants
 - t. Agreements requiring Commission approval
2. Consent agenda items shall be limited to items meeting the requirements for Commission approval as detailed herein but not typically warranting of a full briefing due to the nature of the action or previous communication with the Commission.
- a. Contract awards
 - b. Contract Change orders
 - c. Task orders
 - d. HRSD use of existing competitively awarded contract vehicle
 - e. Sole source procurement
 - f. *Transfer of Ownership of Sanitary Sewer Facilities*
 - g. *Vacation of Easement*
 - e-h. *Service Area Expansion*
3. Informational agenda items (with or without briefings) may be presented with the agenda as appropriate.
- a. Monthly reports
 - b. Quarterly investment reports
 - c. Emergency declarations
 - d. CIP update
 - e. Strategic Planning Metrics Summary
 - f. Effluent Summary (Monthly and Annual)
 - g. Air Summary (Monthly and Annual)
 - h. Other items as needed

B. Commission Workshops

Workshops shall be scheduled as needed to allow informal dialogue on a topic or narrow range of topics. Appropriate staff shall be available to brief and facilitate as well as provide subject matter expertise. No official actions shall be taken during workshops. Workshops are public meetings and shall be held in conformance with Virginia's Freedom of Information Act.

C. Committee Meetings

Committee meetings shall be scheduled as needed. Committee meetings are public meetings and shall be held in conformance with Virginia's Freedom of Information Act.

HRSD Commission Governance Guidelines

Remote participation in committee meetings is not allowed. The Commission Chair shall be an ex-officio member of all committees, with voice and vote. However, the Commission Chair shall not be counted in determining the number required for a Committee quorum or in determining whether or not a quorum is present.

SECTION 5. ANNUAL CALENDAR OF COMMISSION ACTIONS

Action	Schedule
Quarterly CIP Update	January
Finance Committee Meeting to Review Operating Budget	March
Quarterly CIP Update	April
Receive Finance Committee report	April
Appoint Operations & Nominations (O&N) Committee	May
Approve Annual Budget, CIP, Financial Plan and Schedule of Rates	May
O&N Committee Meeting after Regular Meeting	May
O&N Committee Meeting before Regular Meeting	June
Elect Officers	June
Appoint Finance Committee	June-July
Quarterly CIP Update	July
Finance Committee Meeting to Review Comprehensive Annual Financial Report (CAFR)	September -October
Accept CAFR	September-October
Quarterly CIP Update	October
Diversity Procurement Report	October
Evaluate General Manager's Performance	October

SECTION 6. ADVISORY ROLE OF FORMER COMMISSIONERS

So as not to lose the benefit of the insights gained during their years of service, former Commissioners may be asked to serve in an advisory role following the end of their term. Equipment required to facilitate communications with the General Manager and Commission officers may be provided to those serving in an advisory role.

SECTION 7. MODIFICATIONS

The operation of HRSD is a dynamic and evolving process. As such, the O&N Committee annually reviews these Guidelines and recommends proposed modifications to the Commission when appropriate and when statutes or regulations dictate changes.

The O&N Committee also annually reviews the schedule of items to be considered by the Commission to ensure effective oversight and efficient meetings.

HRSD Commission Governance Guidelines

SECTION 8. APPENDIX

The most current versions of the following documents are available on HRSD.com or, upon request, in hard copy.

- Budget
- Capital Improvement Program
- Comprehensive Annual Financial Report
- Enabling Act
- Schedule of Rates
- Trust Agreements

AGENDA ITEM 9. – June 23, 2020

Subject: Election of Officers

Recommended Action: Elect a Chair and Vice-Chair of the Commission for the coming fiscal year.

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.

AGENDA ITEM 10. – June 23, 2020

Subject: Finance Committee Appointment
Fiscal Year 2021

Recommended Action: Chair to appoint Finance Committee.

Brief: In accordance with the HRSD Commission Governance Guidelines (adopted October 2013), the Commission maintains two standing committees: (1) Finance and (2) Operations and Nominations. These committees report as needed to the full Commission.

The Finance Committee meets periodically to review HRSD's financing activities, budgets and annual audits. Two members of the Commission are appointed each year by the Chair to serve on the Finance Committee for a one-year term beginning July 1.

The Finance Committee will meet as follows in FY-2021:

- | | |
|------------------------------------------------------------|------------------|
| • Comprehensive Annual Financial Report (CAFR) review | Sep/Oct 2020 |
| • Commissioner budget work session (after regular meeting) | January 26, 2021 |
| • First CIP review and prioritization meeting | TBD March 2021 |
| • Commissioner budget work session (after regular meeting) | March 23, 2021 |
| • Final CIP review meeting | TBD March 2021 |
| • Preliminary annual operating budget review | March/April 2021 |
| • Other financial issues | As needed |

All meetings of the Finance Committee are public meetings subject to the Virginia Freedom of Information Act (FOIA) requirements. Committee members serve at the pleasure of the Chair without limitation as to the number of one-year terms. Committee members continue serving until a replacement is appointed by the Chair.

AGENDA ITEM 11. – June 23, 2020

Subject: Unfinished Business - COVID-19 Wastewater Surveillance Study Update

AGENDA ITEM 12. – June 23, 2020

Subject: New Business

AGENDA ITEM 13. – June 23, 2020

Subject: Commissioner Comments

AGENDA ITEM 14. – June 23, 2020

Subject: Public Comments Not Related to Agenda

AGENDA ITEM 15. – June 23, 2020

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](#)
 - (10) [Internal Audit – Pollution Source Control](#)
- b. [Strategic Planning Metrics Summary](#)
- c. [Effluent Summary](#)
- d. [Air Summary](#)



June 17, 2020

Re: General Manager's Report

Dear Commissioners:

It seems HRSD finally fully adjusted to the “new normal” in May. Virtual meetings, socially distanced new employee orientations and mask wearing all became second nature. Those working from home continued to demonstrate that high productivity and great work product do not depend on the location the work is accomplished. It is all about the people doing the work, whether on site or at home, and we have great people.

While there are many reasons HRSD has been able to continue to fully operate throughout the pandemic response, a primary reason is the support being provided by our Talent Management Department. Paula Hogg and her team have been able to learn and adapt on the fly, providing services as our COVID-19 clearinghouse, contact tracers and policy authors all while continuing to recruit and on-board new employees, address performance and discipline issues, transition training to virtual platforms, and incorporate COVID-19 protection into our already robust safety program. We really do have great people.

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

- A. **Treatment Compliance and System Operations:** All plants met permit with one mechanical failure-related spill in the interceptor system. Other highlights for the month are included in the attached monthly reports.
- B. **Internal Communications:** I participated in the following meetings/activities (all virtual unless otherwise noted) with HRSD personnel:
 - 1. Toured the thermal hydrolysis process project at the Atlantic Treatment Plant
 - 2. A meeting to discuss nutrient credit trading with the Fort Monroe Authority
 - 3. A meeting to review funding and billing for the Potomac Aquifer Recharge Monitoring Lab
 - 4. A meeting to review groundwater modeling scenarios with SWIFT
 - 5. A meeting to review next steps with SCADA

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Commissioners: Frederick N. Elofson, CPA, Chair • Maurice P. Lynch, PhD, Vice-Chair • Vishnu K. Lakdawala, PhD
Michael E. Glenn • Stephen C. Rodriguez • Willie Levenston, Jr. • Elizabeth A. Taraski, PhD • Molly Joseph Ward
www.hrsd.com

6. An architectural review meeting for the new pump station on Willard Avenue in Hampton
7. A meeting to review property acquisitions in Surry and Isle of Wight
8. A meeting to review progress on land acquisition from Newport News related to SWIFT at James River
9. Weekly meetings of all HRSD leaders (everyone with direct reports) via Zoom to provide information and guidance on HRSD COVID-19 response

C. **External Communications:** I participated in the following meetings/activities (all virtual unless otherwise noted):

1. The annual board planning retreat for the Virginia Association of Municipal Wastewater Agencies (VAMWA)
2. A review of COVID-19 actions with the Director of the Madison Metropolitan Sewer District (Wisconsin)
3. Multiple meetings with the regional directors of utilities to coordinate COVID-19 response actions across the region
4. An in-person meeting with representatives from Northern Accomack County to discuss development plans associated with Wallops Island
5. A fundraising cabinet meeting for the Elizabeth River Project's planned resilience center in Norfolk
6. A discussion with the City of Norfolk regarding exercising the option on the Lamberts Point Golf Course purchase
7. Multiple meetings planning a workshop for WEFTEC
8. A discussion with meeting planners regarding the joint annual meeting of VWEA and AWWA (Water JAM)
9. A planning meeting for a webinar hosted by US EPA regarding financial resiliency
10. Chaired the monthly meeting of the US Water Alliance's One Water Council
11. A meeting to discuss NACWA awards considering the virtual format of future meetings
12. Participated in a meeting regarding COVID-19 surveillance in wastewater among NACWA members
13. A meeting with the Water Agency Leaders Alliance to review COVID-19 response strategies and target of Federal advocacy efforts
14. Attended (via telephone) the first COVID-19 regional Directors of Utilities coordination meeting

D. Consent Decree Update:

DOJ/EPA continue to review the Integrated Plan submittal. In response to a request for a status update from Paul Calamita (counsel at AquaLaw) we received the following from Nancy Flickinger (DOJ lawyer) on May 27:

Thanks for the update, Paul. We are working on our response which will be in the form of a draft consent decree amendment, as per our term sheet, understanding there are scheduling matters that we will need to discuss further as per your emails.

I anticipate we will get a draft document to you and HRSD at some point in June. Regards -- Nancy

The meeting next week will be another fully electronic meeting using Skype as we have done for the past two meetings. The Governor has extended the declared state of emergency indefinitely and as such we will continue to meet in this fashion until that executive order is lifted.

Internally I have stepped up communication with the entire staff. I am providing updates on COVID-19 related issues twice each week. Based on the responses I have received, the increased level of communications is appreciated. I realize I have not increased my communication frequency with you. I have continued to try and keep you informed of hot topics, newsworthy events, and similar items with a goal of not letting you be surprised whether in a pandemic response or under normal operations. Please let me know if the current frequency and level of detail are meeting your needs.

The leadership and support you provide are the keys to our success as an organization. Thanks for your continued dedicated service to HRSD, the Hampton Roads region, the Commonwealth and the environment. **I look forward to seeing you (virtually) on Tuesday, June 23, 2020.**

Respectfully submitted,

Ted Henifin, P.E.
General Manager

TO: General Manager
 FROM: Director of Communications
 SUBJECT: Monthly Report for May 2020
 DATE: June 9, 2020





A. Publicity and Promotion

HRSD and or/SWIFT were mentioned or featured in 26 news stories and editorials on topics that included:

1. HRSD providing one of three locations in the state to sanitize Personal Protective Equipment (PPE)
2. HRSD decision not to raise rates for Fiscal Year 2021
3. Wastewater testing for COVID-19 markers
4. State Supreme Court to hear Oysterman’s case against City of Suffolk, HRSD

B. Social Media and Online Engagement

1. Metrics

Social Media Metrics May 2020				
METRIC	 FACEBOOK	 LINKEDIN	 TWITTER	 YOUTUBE
Number of Posts *number of published posts	29 -9	2 +2	22 -11	1:36 average view duration
Number of Followers/Likes *total number of fans	1,314 +2	4,921 +25	441 +10	183 +4
Engagement *sum of reactions comments and shares	1,925 -789	29 +29	99 -55	933 unique viewers -423
Traffic *total clicks on links posted	2,371 +2,276	66 +42	25 -13	4.7% click through +.4%

2. Top posts on Facebook, Twitter and YouTube

HRSD
Published by Hootsuite [?] · May 11 at 3:30 PM

All week we'll be posting a daily dose of **THANK YOU** to our HRSD employees for their continued hard work and dedication to maintaining public health during the pandemic.
<https://youtu.be/jnMFTqC1ZXo>

1,064 People Reached
299 Engagements
Boost Post

Christel Dyer, Leila Easmeil Rice and 43 others
1 Comment 4 Shares

Top Tweet earned 3,312 impressions

Happy Friday! Just a fun reminder to everyone working from home.
 💧 Drink Water
 😊 Get Sunlight
 #ValueWater pic.twitter.com/qrthZpmpJZ

DRINK WATER. GET SUNLIGHT. YOU'RE BASICALLY A HOUSE PLANT WITH MORE COMPLICATED EMOTIONS.

9 Retweets 36 Likes

View Tweet activity View all Tweet activity

Video	Average view duration	Views
1 The Wastewater Treatment Process Oct 22, 2019	1:45 (55.7%)	619
2 HRSD Thank You Video Apr 29, 2020	1:35 (64.4%)	323
3 HRSD Employee Testimonials - Robert Jan 9, 2017	0:17 (95.2%)	39
4 HRSD's Woodstock Park West Weather Storage Tank Oct 15, 2017	0:47 (75.2%)	33
5 SWIFT Research Center: What is the Potomac Aquifer? Jan 8, 2019	3:07 (97.4%)	31
6 Virtual Tour of HRSD's Virginia Initiative Plant Nutrient Reduction Improvement Pr... May 13, 2018	1:49 (45.3%)	26
7 It's Time To Build Our Economy, Our Region, Our Infrastructure. May 18, 2017	1:01 (22.6%)	18
8 SWIFT Research Center Ribbon Cutting Ceremony, May 2018 Jul 3, 2018	1:33 (54.7%)	14
9 SWIFT on WVEC, 13 News Now with Regina Mobley Feb 22, 2017	1:26 (51.7%)	13
10 Overview of HRSD's Sustainable Water Initiative for Tomorrow Pilot Project Nov 26, 2016	2:10 (54.2%)	10

3. Impressions and Visits

- a. Facebook: 19,516 page impressions, 15,506 post impressions reaching 13,440 users and Facebook engagement of 1,925 (1,404 reactions, 215 shares and 306 comments).
- b. Twitter: 14,900 tweet impressions; 112 profile visits and 12 mentions
- c. HRSD.com/SWIFTVA.com: 802 page visits

- d. LinkedIn Impressions: 1,623 page impressions and 1,403 post impressions
- e. YouTube: 1,1,227 views
- f. Next Door unique impressions: 259 post impressions
- g. Blog Posts: 0
- h. Construction Project Page Visits – 928 total visits (not including direct visits from home page, broken down as follows:
 - (1) 367 visits to individual pages
 - (2) 561 to the status page

B. News Releases, Advisories, Advertisements, Project Notices, Community Meetings and Project Websites

- 1. News Releases/Traffic Advisories/Construction Notices: 2 (three construction notices, two news releases and one public meeting notice)
- 2. Advertisements: 0
- 3. Project Notices: seven (via door hanging/door knocking reaching approximately 148 residents)
- 4. Project/Community Meetings: 0
- 5. New Project Web Pages /Videos: 1 project page
 - a. [Shingle Creek Sewer Improvements](#)

C. Special Projects and Highlights

Director participated in the Hampton Roads Planning District Commission (HRPDC) Regional Public Information subcommittee biweekly calls, providing updates to participating localities and regional partners.

Director attended the Potomac Aquifer Recharge Oversight Committee meeting.

Director participated in the NACWA Communications Committee monthly meeting.

Director and staff met with project consultants and City of Chesapeake public information officer to plan public outreach strategies for the Ferebee and Park Pump Station Project.

Director participated in the Water Research Foundation (WRF) Water Reuse Project Steering Committee's first meeting, serving as a member of the committee for the development, identification and review of educational materials and collateral related to water reuse, with the purpose of improving, enhancing and growing these educational resources and improving their efficacy.

Director and finance leadership met with representatives from Southeastern Institute of Research (SIR) to finalize HRSD's biannual customer service survey. The survey will be implemented in late June/early July.

Staff attended the HRPDC askHRGreen FOG and Water Awareness meetings.

D. Internal Communications

1. Director participated in the following internal meetings and events:
 - a. Weekly Leadership and COVID-19 meetings
 - b. Planning meeting to review interpretive elements for the Atlantic Treatment Plant Park
 - c. Weekly status calls with IT for phase two web updates
 - d. DMR, SWIFT QST and QST meetings
 - e. Architectural review meeting
 - f. SWIFT Community Commitment Plan review and next steps as we move into full-scale implementation at the James River Treatment Plant (JRTP)
 - g. Pharmacy Take-back program pre-proposal conference call
2. Director conducted bi-weekly communications department status meetings and one-on-one weekly staff check in meetings.

E. Metrics

1. Educational and Outreach Activities: 1 activity developed and shared on social media, "Density Column" reaching 515 people and shared 4 times
2. Number of Community Partners: 2
 - a. askHRGreen
 - b. Newport News Waterworks
3. Additional Activities Coordinated by Communications Department: 0

4. Monthly Metrics Summary

Item #	Strategic Planning Measure	Unit	May 2020
M-1.4a	Total Training Hours per Full Time Employee (3) - Current Month	Hours / #FTE	4.67
M-1.4b	Total Training Hours per Full Time Employee (3) - Cumulative Fiscal Year-to-Date	Hours / #FTE	71.70
M-5.2	Educational and Outreach Events	Number	1
M-5.3	Number of Community Partners	Number	2

Respectfully,

Leila Rice, APR
Director of Communications

TO: General Manager

FROM: Director of Engineering

SUBJECT: Engineering Monthly Report for May 2020

DATE: June 9, 2020

A. General

1. Capital Improvement Program (CIP) spending for the tenth month of Fiscal Year (FY) 2020 was below planned spending target. Year-to-date spending is still below the targeted amount for FY 2020.

CIP Spending (\$M):

	Current Period	FYTD
Actual	12.48	124.04
Plan	21.00	165.00

2. The Engineering Department added two new staff members in May. Mr. Richard Moore will work in the Planning & Analysis Division as the new Data Analyst. Richard brings a wealth of experience and will work closely with our staff to continue to develop the Geographic Information System (GIS). Mr. Ted Denny was also hired this month as a project manager at the North Shore Design & Construction Division. Ted is an experienced engineer and has worked with a local consulting firm on many HRSD projects. He will assist with the growing number of CIP efforts planned in the coming years. The On-Boarding process for these new employees is challenging due to the work-at-home status of the Engineering Department. We are offsetting this challenge with a detailed Orientation Plan for new employees and regular virtual meetings to review the progress and provide guidance.

B. Asset Management Division

1. Staff has begun updating the Hurricane Readiness and Recovery Plan. FEMA is predicting an above-average year for the number of storms to impact the United States and there have already been three named storms this year. Input from each work center has been received and the plan is being updated to be ready for release in June. The document is available on the HRSD SharePoint site with other important Emergency Preparedness information.

2. Key staff members reviewed the annual survey of force main failures. This survey describes pipe failures that occurred in the past calendar year and lists other failures in the past 10 years for reference. Although the number of pipe failures is small, a trend of metallic pipe problems (both cast and ductile iron) have been observed. These failures are caused by both internal and external corrosion on unprotected metallic pipe. The other area of concern is related to the external corrosion of bolts connecting buried pipe fittings and appurtenances. This annual survey is helpful to assess future inspections and improve standards for new work.

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

1. The Orcutt Avenue and Mercury Boulevard Gravity Sewer Improvements project is substantially complete. This has been a very challenging project due to location of the work within busy roadways. The project also included work completed for the City of Hampton to limit impacts to citizens with the use of a single construction contract. This effort was part of the Consent Decree to reduce sanitary sewer overflows in the region and was included in the Rehabilitation Plan Phase I work. A final inspection is planned for June and restoration work is underway to return the area to pre-construction conditions.
2. Construction remains on schedule for the Providence Road Off-line Storage Facility. Most of the concrete work associated with the tank construction is complete. The contractor is beginning the process to fill the tanks with water to verify water-tightness. The Design-Build Team's skate park designer will be revealing the final design to the public later this summer. The project is on schedule to be completed in February 2021.
3. The SWIFT Technical Advisor, Jacobs Engineering, held a workshop with HRSD staff to review water quality issues associated with groundwater recharge. The discussions focused on water quality parameters such as pH, alkalinity and soil transmissivity. Being able to successfully recharge the local groundwater without negatively impacting the aquifer is a very critical aspect of the overall success of the SWIFT Program. Many groundwater injection projects have struggled due to groundwater chemistry problems that have negatively impacted well recharge capabilities. This issue will continue to be closely monitored as the SWIFT Full-Scale Implementation Program continues.

D. Planning & Analysis Division

1. Discussions have begun over the potential of directing flow from the HRSD King William Treatment Plant to Hanover County. With the Commission's approval, HRSD staff is coordinating with County representatives to negotiate a possible agreement to deliver flow to Hanover's Totopotomoy Treatment Plant. This plant has available capacity and meets all state discharge requirements. Interim improvements at the King William Treatment Plant will be completed while negotiations continue and any infrastructure needed to convey flow to this plan is constructed.
2. The Hydraulic Analysis Section has recently begun developing a hydraulic model to address the interceptor improvements planned in Middlesex County. This hydraulic modeling effort will allow HRSD to verify pipe sizing, pump station design and flow capacity in the area. This effort will be done in conjunction with the design efforts underway to be sure the model includes the latest pipeline features and verifies that all design and construction efforts will meet all current and future sewer needs.

E. Strategic Planning Metrics Summary

1. Educational and Outreach Events: 2
 - a. 05/01/2020 – Participated as a panelist in a virtual meeting conducted by the Design-Build Institute of America (DBIA) on the subject of Public Sector Challenges Related to COVID-19.
 - b. 05/06/2020 – Participated as a judge for the Virginia Stockholm Junior Water Prize administered by the Water Environment Federation (WEF).
2. Number of Community Partners: 2
 - a. DBIA
 - b. WEF
3. Number of Research Partners: 1
 - a. Virginia Tech Sustainable Water Infrastructure Management Center

4. Metrics Summary:

Item #	Strategic Planning Measure	Unit	May 2020
M-1.4a	Total Training Hours per Full Time Employee (44) - Current Month	Hours / #FTE	4.14
M-1.4b	Total Training Hours per Full Time Employee (44) - Cumulative Fiscal Year-to-Date	Hours / #FTE	35.84
M-5.2	Educational and Outreach Events	Number	2
M-5.3	Number of Community Partners	Number	2
M-5.4	Number of Research Partners	Number	1

Bruce W. Husselbee, P.E.

Bruce W. Husselbee, P.E.

TO: General Manager
FROM: Director of Finance
SUBJECT: Monthly Report for May 2020
DATE: June 13, 2020

A. General

1. Customer Care continues to serve our customers daily during the COVID-19 pandemic. All Field Activities, including termination of service and door tag payment reminders remain suspended. Balances for accounts with amounts overdue more than 90 days has increased by \$750,000 since the pandemic began. Each month, additional customers will move into the 90+ days category and the total balance due will continue to increase (assuming no payments are being made). Customers with financial hardship as a result of COVID-19 are being set up with a flexible payment plan. Customer Care continues to monitor accounts receivable and develop proactive plans to assist our customers with these financial challenges.
2. The region continues to feel the economic impacts of COVID-19. The Hampton Roads Planning District Commission found the monthly initial unemployment claims showed an increase of nearly 1,000 percent from recent highs in 2009, and over 3,400 percent increase from the previous year. The three keys sectors seeing the highest levels of year-over-year employment declines are Leisure and Hospitality, Administrative Support, and Retail. Air travel was also hit hard as there was a 96 percent decrease in April compared to the previous year. Car sales experienced a 42 percent year-over-year decline, which is an indicator of failing consumer confidence.
3. Cash-based Total Revenues are above budget even with the higher than normal delinquent balances due. One of the reasons is that water consumption continues to track slightly higher than budget but slightly lower than Fiscal Year 2019 Actual. As a reminder, staff assumes a regression-based water consumption decline each budget cycle. HRSD also received a \$700,000 refund from the City of Virginia Beach in April as a result of a stormwater fee audit the City conducted. This was posted under Miscellaneous Operating Revenue. Facility Charges continue to be strong, even with the pandemic, as record-low mortgage rates drive demand. This may change as mortgage rates rise and other regional economic data suggests a downward trend in new single-family housing permits. Personal services and fringe benefit expenses are generally on

budget at 95 percent and 93 percent, respectively, roughly consistent with the prior year. Transportation costs are lower than budget due to more meetings being held by video-conferencing due to COVID-19 restrictions. Major repairs and capital assets expenses continue to be significantly lower than budget at this time, since many purchases earlier in the fiscal year related to prior year encumbrances and spending has been lower than anticipated. Miscellaneous expense is driven by the cost of issuance from the August 2019 refunding that saved \$3.8 million gross in FY 2020 and almost \$30 million net present value. Overall, we expect revenues to exceed expenses by the end of the fiscal year.

B. Interim Financial Report

1. Operating Budget for the Period Ended May 31, 2020

	Amended Budget	Current YTD	Current YTD as % of Budget (92% of Budget to Date)	Prior YTD as % of Prior Year Budget
Operating Revenues				
Wastewater	\$ 316,217,000	\$ 289,645,429	92%	92%
Surcharge	1,500,000	1,458,734	97%	98%
Indirect Discharge	2,750,000	2,833,146	103%	100%
Fees	2,858,000	2,580,005	90%	93%
Municipal Assistance	725,000	595,261	82%	65%
Miscellaneous	600,000	1,296,963	216%	173%
Total Operating Revenue	324,650,000	298,409,538	92%	92%
Non Operating Revenues				
Facility Charge	6,160,000	5,759,805	94%	99%
Interest Income	4,000,000	5,767,339	144%	311%
Build America Bond Subsidy	2,400,000	2,215,848	92%	94%
Other	595,000	829,948	139%	182%
Total Non Operating Revenue	13,155,000	14,572,940	111%	149%
Total Revenues	337,805,000	312,982,478	93%	94%
Transfers from Reserves	10,857,750	9,952,938	92%	92%
Total Revenues and Transfers	\$ 348,662,750	\$ 322,935,416	93%	94%
Operating Expenses				
Personal Services	\$ 57,346,225	\$ 54,208,915	95%	94%
Fringe Benefits	24,232,400	22,437,396	93%	92%
Materials & Supplies	8,838,801	7,833,913	89%	90%
Transportation	1,579,921	1,049,593	66%	85%
Utilities	12,774,299	11,108,971	87%	92%
Chemical Purchases	10,979,218	7,866,278	72%	71%
Contractual Services	45,953,753	28,009,827	61%	61%
Major Repairs	11,267,604	5,641,447	50%	60%
Capital Assets	458,825	174,825	38%	41%
Miscellaneous Expense	3,085,523	3,872,306	125%	81%
Total Operating Expenses	176,516,569	142,203,471	81%	81%
Debt Service and Transfers				
Debt Service	63,544,841	57,684,183	91%	96%
Transfer to CIP	108,341,340	99,312,895	92%	92%
Transfer to Risk management	260,000	238,337	92%	92%
Total Debt Service and Transfers	172,146,181	157,235,415	91%	94%
Total Expenses and Transfers	\$ 348,662,750	\$ 299,438,886	86%	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; expenses are generally recorded on a cash basis. No provision is made for non-cash items such as depreciation and bad debt expense.

This interim report does not reflect financial activity for capital projects contained in HRSD's Capital Improvement Program (CIP).

Transfers represent certain budgetary policy designations as follows:

- a. Transfer to CIP: represents current period's cash and investments that are designated to partially fund HRSD's capital improvement program.
- b. Transfers to Reserves: represents the current period's cash and investments that have been set aside to meet HRSD's cash and investments policy objectives.

3. Reserves and Capital Resources (Cash and Investments Activity) for the Period Ended May 31, 2020

HRSD - RESERVE AND CAPITAL ACTIVITY

May 31, 2020

	General Reserve			Reserve	Capital	
	General	Debt Service	Risk Mgmt Reserve		Paygo	Debt Proceeds
	Unrestricted	Restricted	Unrestricted		Unrestricted	Restricted
Beginning - July 1, 2019	\$ 178,937,154	\$ 28,553,343	\$ 3,499,535	\$ 15,266,324	\$ 86,279,809	\$ 14,334,553
Current Year Sources of Funds						
Current Receipts	254,058,998					
Capital Grants						
VRA Draws					29,186,556	
Bond Proceeds (includes interest)						36,364
Transfers In	66,355,163		238,337		99,312,895	
Sources of Funds	320,414,161	-	238,337	-	128,499,451	36,364
Total Funds Available	\$ 499,351,315	\$ 28,553,343	\$ 3,737,872	\$ 15,266,324	\$ 214,779,260	\$ 14,370,917
Current Year Uses of Funds						
Cash Disbursements	140,152,627				127,866,428	14,370,917
Series 2019A Refunding	66,355,163					
Transfers Out	99,551,232				66,355,163	
Uses of Funds	306,059,022	-	-	-	194,221,591	14,370,917
End of Period - May 31, 2020	\$ 193,292,293	\$ 28,553,343	\$ 3,737,872	\$ 15,266,324	\$ 20,557,669	\$ -
Unrestricted Funds	\$ 232,854,158					

4. Capital Improvements Budget and Activity Summary for Active Projects for the Period Ended May 31, 2020

Classification/ Treatment Service Area	Budget	Expenditures prior to 6/30/2019	Year to Date FY 2020 Expenditures	Total Expenditures	Outstanding Encumbrances	Available Balance
Administration	\$ 75,199,313	\$ 43,226,275	\$ 5,213,102	\$ 48,439,377	\$ 13,693,758	\$ 13,066,178
Army Base	158,584,000	125,110,560	524,160	125,634,720	2,386,012	30,563,268
Atlantic	132,843,059	88,977,628	17,472,603	106,450,231	3,941,669	22,451,160
Boat Harbor	147,344,220	60,512,133	14,466,956	74,979,089	11,184,305	61,180,826
Ches-Eliz	193,819,583	21,557,919	43,792,186	65,350,105	58,685,475	69,784,003
James River	288,758,687	58,557,889	4,019,009	62,576,898	6,723,774	219,458,015
Middle Peninsula	92,351,760	10,996,758	4,676,341	15,673,099	6,631,769	70,046,892
Nansemond	92,993,127	42,439,857	3,322,990	45,762,847	17,413,091	29,817,189
Surry	45,747,598	1,905,064	8,044,854	9,949,918	28,664,188	7,133,492
VIP	333,887,273	259,851,080	2,586,744	262,437,824	4,633,297	66,816,152
Williamsburg	36,212,622	12,215,242	5,043,925	17,259,167	16,093,843	2,859,612
York River	72,798,339	44,185,737	2,536,979	46,722,716	872,097	25,203,526
General	697,921,094	233,236,782	12,331,465	245,568,247	35,219,291	417,133,556
	<u>\$ 2,368,460,675</u>	<u>\$ 1,002,772,924</u>	<u>\$ 124,031,314</u>	<u>\$ 1,126,804,238</u>	<u>\$ 206,142,569</u>	<u>\$ 1,035,513,869</u>

5. Debt Management Overview

HRSD - Debt Outstanding (\$000's) May 31, 2020

	Principal Apr 2020	Principal Payments	Principal Draws	Trust Agreement	Principal May 2020	Interest Payments
Fixed Rate						
Senior	\$ 214,212	\$ -	\$ -		\$ 214,212	\$ (3,323)
Subordinate	546,305	-	2,510		548,815	-
Variable Rate						
Subordinate	50,000	-	-		50,000	(35)
Line of Credit						
Total	<u>\$ 810,517</u>	<u>\$ -</u>	<u>\$ 2,510</u>	<u>\$ -</u>	<u>\$ 813,027</u>	<u>\$ (3,358)</u>

HRSD- Series 2016VR Bond Analysis May 29, 2020

	SIFMA Index	HRSD	Spread to SIFMA
Maximum	4.71%	4.95%	0.24%
Average	0.56%	0.57%	0.01%
Minimum	0.01%	0.01%	0.00%
As of 05/29/20	0.14%	0.09%	-0.05%

* Since October 20, 2011 HRSD has averaged 57 basis points on Variable Rate Debt

6. Financial Performance Metrics for the Period Ended May 31, 2020

HRSD - UNRESTRICTED CASH

May 31, 2020

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

		Days Cash on	
		Hand	Days Cash on Hand
Total Unrestricted Cash	\$ 232,854,158		481
Risk Management Reserve	\$ (3,737,872)	(7)	474
Reserve	\$ (15,266,324)	(32)	442
Capital (PAYGO only)	\$ (20,557,669)	(42)	400
Net Unassigned Cash	\$ 193,292,293		400

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

HRSD - SOURCES OF FUNDS

May 31, 2020

Primary Source	Beginning		YTD			Ending		Allocation of Funds	Credit Quality	Current Mo Avg Yield
	Market Value	YTD	YTD	YTD	Market Value	Allocation of Funds				
	July 1, 2019	Contributions	Withdrawals	Income Earned	May 31, 2020					
BAML Corp Disbursement Account	7,755,006	486,177,268	481,545,808	57,037	12,443,503	6.6%	N/A	0.55%		
VIP Stable NAV Liquidity Pool	163,658,801	146,355,162	136,355,162	2,938,062	176,596,863	93.4%	AAAm	0.70%		
Total Primary Source	\$ 171,413,807	\$ 632,532,430	\$ 617,900,970	\$ 2,995,099	\$ 189,040,366	100.0%				

VIP Stable NAV Liquidity Pool out performance Va Local Government Investment Pool (the market benchmark) by 0.03% in the month of May.

Secondary Source	Beginning		YTD			Ending		LTD Mkt Adj	Yield to Maturity at Market
	Market Value	YTD	YTD	YTD	Market Value	Ending Cost			
	July 1, 2019	Contributions	Withdrawals	& Realized G/L	May 31, 2020				
VIP 1-3 Year High Quality Bond Fund	128,529,607	-	66,370,498	1,645,668	64,858,805	62,642,931	2,215,874	0.33%	
Total Secondary Source	\$ 128,529,607	\$ -	\$ 66,370,498	\$ 1,645,668	\$ 64,858,805	\$ 62,642,931	\$ 2,215,874		

VIP 1-3 Year High Quality Bond Fund out performed ICE BofA ML 1-3 yr AAA-AA Corp/Gov Index (the market benchmark) by 0.11% in the month of May.

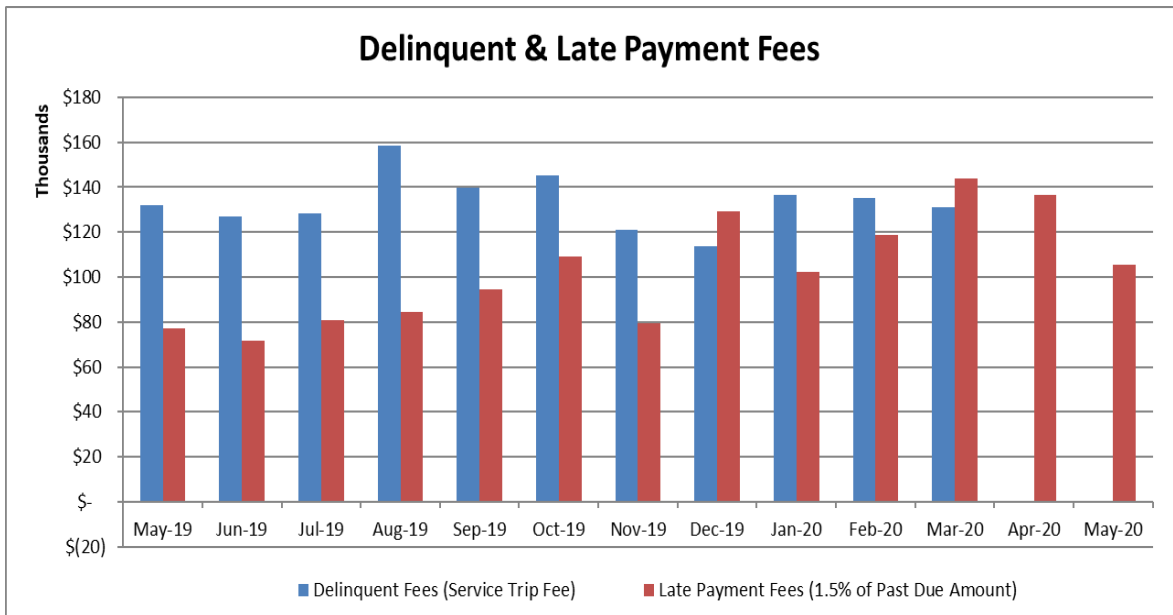
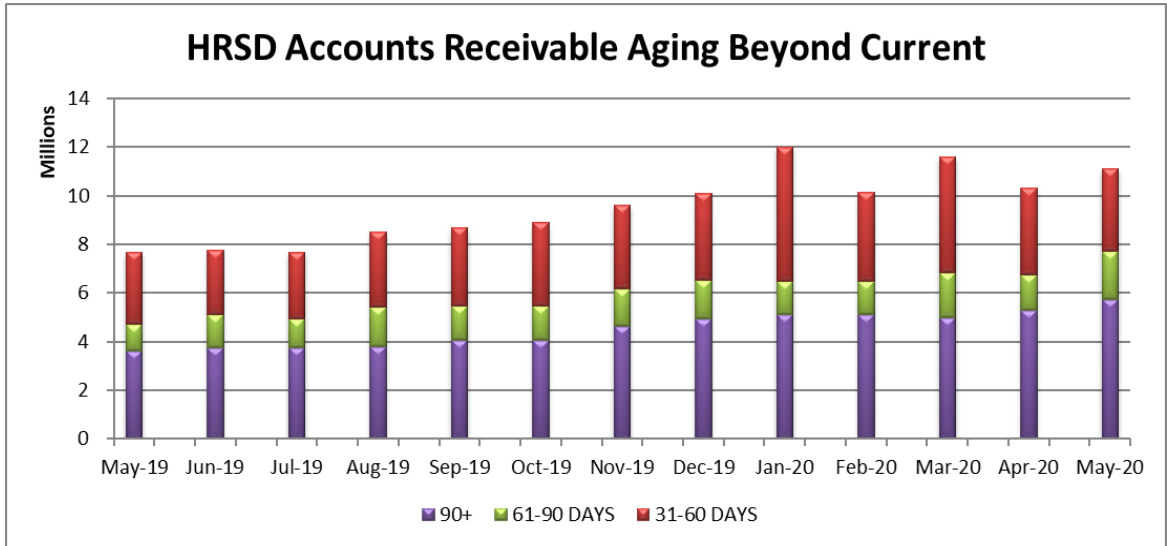
	Total	Fund Alloc
Total Primary Source	\$ 189,040,366	74.5%
Total Secondary Source	\$ 64,858,805	25.5%
TOTAL SOURCES	\$ 253,899,171	100.0%

7. Summary of Billed Consumption

Summary of Billed Consumption (,000s ccf)							
Month	FY2020 Cumulative Budget Estimate	FY2020 Cumulative Actual	% Difference		% Difference		% Difference
			From Budget	Cumulative FY2019 Actual	From FY2019	Cumulative 3 Year Average	From 3 Year Average
July	4,845	5,135	6.0%	5,175	-0.8%	4,940	4.0%
Aug	9,649	10,009	3.7%	10,233	-2.2%	9,815	2.0%
Sept	14,488	14,571	0.6%	14,294	1.9%	14,384	1.3%
Oct	18,842	19,169	1.7%	19,087	0.4%	19,036	0.7%
Nov	22,952	23,309	1.6%	23,249	0.3%	23,278	0.1%
Dec	27,344	27,735	1.4%	27,376	1.3%	27,532	0.7%
Jan	31,535	32,318	2.5%	32,010	1.0%	32,003	1.0%
Feb	36,079	36,222	0.4%	36,551	-0.9%	36,443	-0.6%
March	40,427	40,325	-0.3%	40,187	0.3%	40,480	-0.4%
Apr	44,149	44,463	0.7%	44,551	-0.2%	44,554	-0.2%
May	48,421	48,614	0.4%	48,790	-0.4%	48,786	-0.4%
June	52,985	-	N/A	53,172	N/A	53,280	N/A

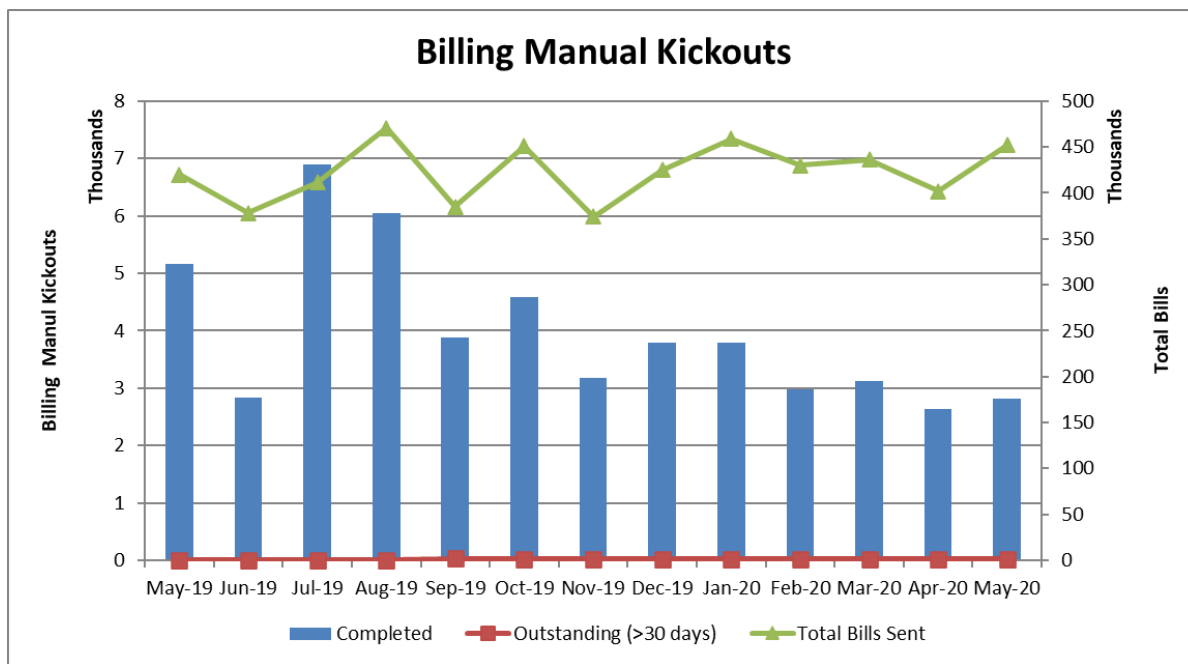
C. Customer Care Center

1. Accounts Receivable Overview



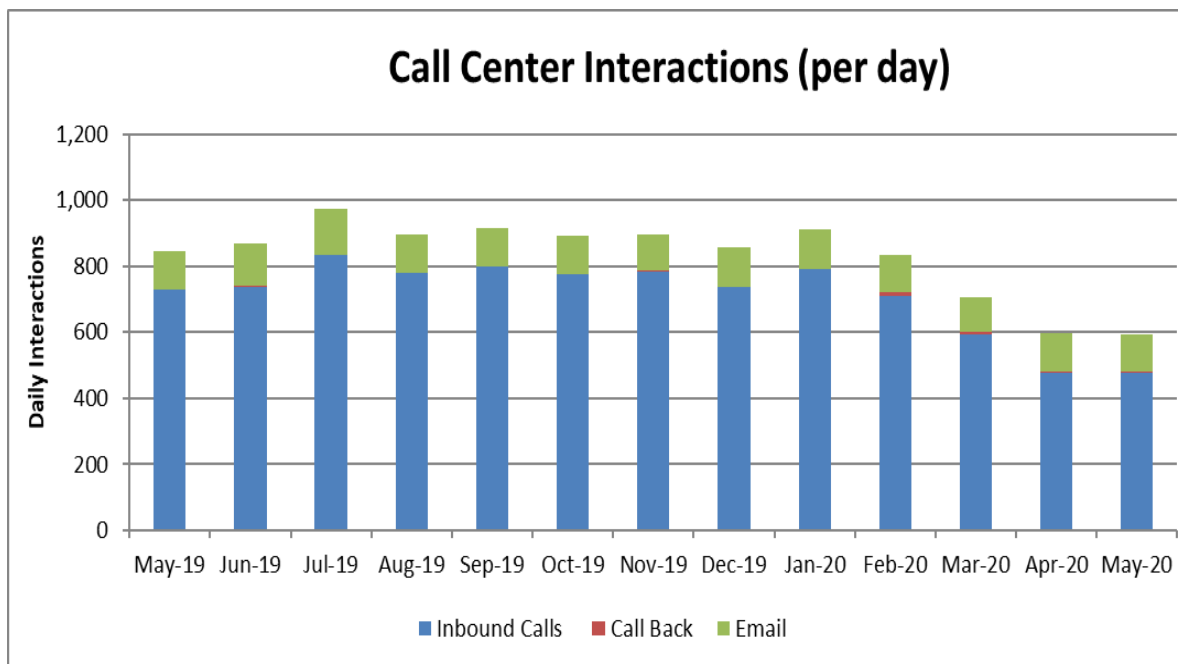
Apr-May 20 Field Activity was suspended late March in response to COVID-19

2. Customer Care Center Statistics



Jun-19 Billing Activity was affected by Virginia Beach tragedy.

Jul-19 A formatting change caused an increase in manual kickouts. We expect the levels to normalize in the next few months.



Customer Interaction Statistics	Dec	Jan	Feb	Mar	Apr	May
Calls Answered within 3 minutes	83%	83%	86%	90%	97%	95%
Average Wait Time (seconds)	0:83	0:78	0:68	0:51	0:22	0:28
Calls Abandoned	7%	7%	6%	5%	3%	4%

D. Procurement Statistics

ProCard Fraud	External Fraud Transactions *	Comments
July	2	Caught by Bank Immediately
August	0	
September	0	
October	1	Caught by Bank Immediately
November	0	
December	1	Employee caught during reconciliation
January	1	Caught by Bank Immediately
February	0	
March	0	
April	3	
May	4	Caught by Bank Immediately
Total	12	

***External Fraud:** Fraud from outside HRSD (i.e.: a lost or stolen card, phishing, or identity theft)

E. Strategic Planning Metrics Summary

1. Educational and Outreach Events: 0
2. Community Partners: 0

3. Monthly Metrics

Item #	Strategic Planning Measure	Unit	May 2020
M-1.4a	Training During Work Hours Per Full Time Employee (102) – Current Month	Hours / #FTE	0.60
M-1.4b	Total Training During Work Hours Per Full Time Employee (102) – Cumulative Fiscal Year-to-Date	Hours / #FTE	18.32
M-5.2	Educational and Outreach Events	Number	0
M-5.3	Number of Community Partners	Number	0
	Wastewater Revenue	Percentage of budgeted	100%
	General Reserves	Percentage of Operating Budget less Depreciation	126%
	Liquidity	Days Cash on Hand	481 Days
	Accounts Receivable (HRSD)	Dollars	\$26,073,893
	Aging Accounts Receivable	Percentage of receivables greater than 90 days	22%

Respectfully,

Jay A. Bernas

Jay A. Bernas, P.E.

Director of Finance

TO: General Manager
FROM: Director of Information Technology
SUBJECT: Information Technology Department Report for May 2020
DATE: June 10, 2020

A. General

1. Work on the HRSD website continues which, when complete, will provide a user friendly and legally compliant method of conducting online public meetings. This capability will add a “public meetings tool” to the website, and is expected to go live in July 2020.
2. Integration of field-deployed instrumentation data with the Geospatial Information System (GIS) and the PI data historian platform is an ongoing effort that facilitates graphical depiction of HRSD’s infrastructure and how it is performing.
3. Staff completed a system performance assessment and health check of the SharePoint platform in preparation for the upcoming migration from on-premise to the cloud (SharePoint Online). The migration is tentatively scheduled for December 2020.
4. Phase one of the core switch replacement is complete. This phase involved a complete upgrade of the core switch components which handle all network traffic and data management for HRSD. The near flawless execution of this project required staff to coordinate with all departments to ensure that systems availability and application functionality was maintained throughout the upgrade process, and thoroughly tested upon completion. Phases two and three involve patching firmware and completing systems documentation for the newly installed hardware and software, with no interruption of service anticipated.
5. User acceptance testing is ongoing for the Customer Care and Billing platform upgrade. Testing and acceptance has been delayed due the COVID-19 impact on resource availability and staff scheduling with our jurisdiction business partners.

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 2020
M-1.4a	Training During Work Hours Per Full-Time Employee (50) – Current Month	Total Training Hours / # FTE	1.27
M-1.4b	Total Training During Work Hours Per Full-Time Employee (50) – Cumulative Fiscal Year-to-Date	Total Training Hours / # FTE	37.01
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 2020
DATE: June 10, 2020

A. Interceptor Systems

1. North Shore (NS) Interceptor Systems

Staff spent a significant amount of time repairing the emergency pump connection at Copeland Park Pump Station (PS) where substantial corrosion of the bolts was discovered.

2. South Shore (SS) Interceptor Systems

- a. On May 28, a City of Norfolk resident reported a Sanitary Sewer Overflow (SSO) from a discharge pipe that had loosened from a bypass pump at Powhatan Pump Station. The clamp holding the connection had failed. The failure leaked approximately 1,700 gallons into a nearby storm drain. Staff replaced the clamp and installed wire to secure it in place.
- b. On May 15, staff received a complaint about odors near an air vent on Etheridge Manor Boulevard in Chesapeake. Staff inspected the area and cleaned out the vent housing.
- c. There were eight interceptor complaints reported this month. One issue was associated with City of Norfolk, one with the City of Chesapeake and two with the City of Virginia Beach. Staff corrected a leaking valve in Virginia Beach and a broken valve lid in Chesapeake. One complaint was associated with the bypass pump at Powhatan Pump Station in Norfolk. Finally, on May 12, the City of Suffolk reported a tractor trailer carrying hogs turned over on its side and collided with HRSD's vault and electrical panel. As a result, two hogs fell into the vault and had to be removed by emergency rescue crews.

B. Major Treatment Plant Operations

1. Army Base Treatment Plant (ABTP)

Staff installed multiple auto-samplers in pursuit of moving to a more automated plant operation.

2. Atlantic Treatment Plant (ATP)

- a. On May 12, Odor Control Station C had high hydrogen sulfide (H₂S) levels due to a prolonged scrubber shut-down for a non-potable water (NPW) tie-in. The issue was resolved once the NPW was back online.
- b. Odor Control Station B was shut down on May 15 for five hours to perform a scrubber line tie-in to the Pre-dewatering building.
- c. Seeding of Digester #1 with solids from DC Water occurred from May 18 - May 22. The Thermal Hydrolysis Process (THP) was initiated on May 26 with the initial run times lasting eight hours each day. This was done to slowly bring the digester up to acceptable solids concentration levels. Staff believes Digester #1 will be fed 24-hours a day beginning in early June. Once Digesters 1& 2 are fully online, Acid Phase digestion and the gas phase digesters will be taken offline and those solids will be dewatered. Downstream disinfection of the digesters will continue with a final class A product expected to be produced by late summer. Construction of the Fats Oils and Grease (FOG) facility continues and should be complete late summer as well.
- d. The new influent screen was put into service. The new screen is running as expected, resulting in a significant improvement in rag removal.

3. Boat Harbor Treatment Plant (BHTP)

- a. Staff planned, scheduled, and executed several successful shutdowns of substations 4 and 5 and substations 1 and 2. These shutdowns allowed an outside contractor safe access to substation 5 and Substations 1 and 2 for critical work to be done during the switchgear upgrade.
- b. Nitrification efforts began as staff made process changes to create a suitable environment for nitrifier organism growth.

- c. A contractor completed the concrete removal on top of the secondary clarifiers. The concrete was causing a safety hazard. It was also shifting the electrical wiring underneath, causing damage to the wiring and making the electrical unreliable.

4. Chesapeake-Elizabeth Treatment Plant (CETP)

Staff installed delay close switches on the main utility electrical breaker and the generator breaker. These switches allow staff to open and close these breakers outside of the arc flash blast zone.

5. James River Treatment Plant (JRTP)

Staff started construction on the Moving Bed Bio Reactor (MBBR) pilot. The pilot will be used to determine optimal operation of the MBBR proposed in the James River Upgrade/SWIFT Project to remove nutrients.

6. Nansemond Treatment Plant (NTP)

- a. Staff repaired bar screen #3 and placed it back into service on May 19, after experiencing a failure due to an increase in rags in the raw influent. The increase in rags is believed to correlate with the toilet paper shortage that began in early March.
- b. SWIFT Research Center (SWIFT RC)
 - (1) The total volume of SWIFT recharge into the Potomac aquifer for the month of May was 13.9 MG.
 - (2) Staff performed a step drawdown test to help diagnose the clogging issue at the well. This test consists of pumping a well at progressively higher rates over identical time intervals (steps). Sampling took place concurrently in order to characterize the water quality and capacity loss.
 - (3) Contractors completed the installation of the second Total Organic Carbon (TOC) analyzer; now both units are online and reading accurately.

7. Virginia Initiative Plant (VIP)

Staff installed one rebuilt influent pump motor and removed another for inspection and repairs. Three influent pumps are now available for service. The rental pumps installed for high flow events will be removed in June.

8. Williamsburg Treatment Plant (WBTP)

- a. On May 21, approximately 5,200 gallons of gravity belt-thickened solids from the gravity belt thickeners (GBT) building spilled into a ravine leading to Grove Creek. The spill occurred when a mechanical joint failed on the discharge side of a GBT thickened solids pump. Solids exited the building through a door on the north side. All but approximately 500 gallons were recovered through staff and a contractor's extensive cleanup efforts.
- b. The contractor for the switchgear project erected all precast concrete walls and roofs for the switchgear-generator building. Construction continued on electrical duct banks to various power distribution locations throughout the plant.

9. York River Treatment Plant (YRTP)

- a. Work on the improvements associated with optimizing nutrient removal across the aeration tanks continues.
- b. The pilot plant for testing nutrient removal through filtration was received from DC Water. Staff began setting up the pilot plant for its anticipated startup in June.
- c. A contractor completed "warranty" related coating repairs to digester #2 where the coating had blistered along weld joints due to heat.

10. Incinerator Operations Events Summary

Total Hydrocarbon (THC) monthly averages (not to exceed 100 ppm) were met by all five plants with incinerators. Certified THC valid data capture for the month exceeded 97 percent for all facilities.

- a. On May 1 at CETP there was an opacity event that lasted over an hour resulting in a reportable air permit violation. This event was caused by a malfunction in the dewatering chemical feed system. Staff ceased incinerator operations until the chemical feed system was repaired.

- b. Williamsburg's ash handling system exceeded the fugitive dust standard for four minutes and 12 seconds. Corrective action was taken and DEQ was notified.

C. Small Communities (SC)

1. Middle Peninsula Small Communities Treatment and Collections

Several cBOD and BOD samples did not meet QA/QC method requirements for the CEL and were deemed invalid this month. HRSD consistently collects additional samples where possible, and the required frequency of valid cBOD/BOD sample analysis was met at all facilities with the exception of: King William, Outfall, week of May 3, King William, Reuse, week of May 3, and West Point, week of May 3.

2. West Point System

- a. The demolition of drying bed #1 began this month for the construction of the mobile dewatering pad.
- b. A service lateral was replaced this month at 512 Main Street after an attempted jet rodding resulted in partial collapse of the pipe; the resident was happy to have the issue resolved.

3. Urbanna Treatment Plant (UBTP)

The secondary clarifier drive sprocket for the rake arm on Train #1 failed this month; it was replaced, but the resulting clarifier down time caused higher than normal turbidity and total suspended solids (TSS) issues to manifest temporarily.

4. King William Treatment Plant (KWTP)

Total flow for the month of May was 1.773 MGD of which 1.158 MGD was pumped to Nestle-Purina as reuse/reclaimed water and 0.62 MGD was effluent flow to the outfall.

5. Matthews System

The new Mathews Vacuum Station was placed in service. Three of the five vacuum lines were connected to the new main vacuum station. The project has gone well and is HRSD's only vacuum PS.

6. Small Communities – Surry Systems

On April 30, a rain event occurred in Surry and flows remained high at the Surry County Plant thereafter. Staff investigated the Industrial Park Pump Station gravity service area and found broken pipe and sand in the collection system where a subcontractor for Dominion Energy recently performed a directional drill. Staff repaired the pipe.

D. Support Systems

1. Facilities Maintenance

- a. Staff is working on the relocation of the Chesapeake-Elizabeth Pilot to VIP. Framing for the office and restroom is completed. Drywall installation began and the project is 35 percent complete.
- b. Installation of new ductwork and HVAC unit at the NTP Hypo Building is 60 percent complete.

2. Electrical & Instrumentation (E&I)

- a. Staff worked with a contractor to repair a failed medium voltage (MV) breaker feeding a Motor Control Center (MCC) at the WBTP.
- b. Staff is working with contractors to install oxidation catalysts on the ATP and YRTP diesel generators (DGs). Oxidation catalysts were installed on DGs at BHTP and NTP last year allowing additional hours of operation and the ability to support demand response.
- c. Staff constructed and installed a Nitrite (NO_2), Nitrate (NO_3), and Ammonia (NH_4) wet chemical analyzer at BHTP. This analyzer will be used for aeration control when the plant is nitrifying. A special filter holder tank was installed to ease sampling and maintenance activities.
- d. Staff continues to manage Light Emitting Diode (LED) lighting replacement projects at JRTP and NTP. The first phase of LED lighting installations at YRTP and VIP have been completed.
- e. EIS Team worked with VIP staff to start up the repaired 600-horsepower (HP) Raw Waste Influent (RWI) motor #4. All wiring and programming modifications have been implemented, and the motor and controllers are operating as designed. Staff will now focus their efforts on performing identical repairs and modifications for RWI #2

motor and controllers, respectively. Inspection and repairs have been ongoing for all four RWI motors and controllers, after RWI #1 & #3 motors failed unexpectedly.

- f. Staff discovered the meter base was damaged due to a vehicle accident at Powhatan Pump Station (PS). The damage required disconnection of power by Dominion Energy (DE) to perform the necessary repairs. The EIS Team set up emergency bypass pumping alarms and coordinated meter base replacement with REW, the electrical contractor. Power was successfully restored to the PS within three days.

E. Water Technology and Research

The thermal hydrolysis process (THP) is now being started up at ATP. Except for a few relatively minor equipment issues and needed process optimization, all of the new systems are operating as expected and digester feeding with thermally hydrolyzed solids has commenced. The process of transitioning from “Class B” to “Class A” digestion involves starting up two THP digesters and slowly ramping down solids feed to existing conventional processes, while increasing the load through the THP and Class A digester.

F. MOM reporting numbers

MOM Reporting #	Measure Name	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
2.7	# of PS Annual PMs Performed (NS)	1	4	8	4	2	3	5	2	8	5	1	
2.7	# of PS Annual PMs Performed (SS)	6	5	4	5	4	5	5	4	7	2	0	
2.7	# of Backup Generator PMs Performed (Target is 4.6)	10	13	17	11	9	9	9	14	12	13	3	
2.8	# of FM Air Release Valve PMs Performed (NS)	209	77	70	127	139	111	157	168	412	304	226	
2.8	# of FM Air Release Valve PMs Performed (SS)	311	318	365	334	97	247	300	199	409	355	326	
2.9	# of Linear Feet of Gravity Clean (NS) (Target is 2,417 for HRSD)	6,248	2,681	1,426	638	2,079	3,454	7,161	4,149	4,070	2,832	1,007	
2.9	# of Linear Feet of Gravity Clean (SS) (Target is 2,417 for HRSD)	1,064	13,240	1,551	1,365	4,365	3,454	3,415	3,714	7,196	4,800	3,500	
2.9	# of Linear Feet of Gravity CCTV Inspection (HRSD Target 3,300 LF)	305	0	0	0	0	0	0	2,694	31,665	0	6,632	

G. Strategic Measurement Data

1. Education and Outreach Events:

- a. 5/4/2020: Staff met with City of Chesapeake Public Utilities Operations staff to collaborate and discuss locality issues – quarterly meeting.
- b. 5/14/2020: Staff met with City of Norfolk Utilities Operations staff to collaborate and discuss locality issues – quarterly meeting.
- c. 5/20/2020: Staff met with City of Suffolk Public Utilities Operations staff to collaborate and discuss locality issues – quarterly meeting.
- d. 5/20/2020: Kelly Lamp participated in creating the HRSD Water Heroes fundraiser team for the Foodbank of Southeastern Virginia and the Virginia Peninsula Foodbank.

2. Community Partners:

- a. Chesapeake Bay Foundation – oyster cage maintenance at BHTP for oyster gardening program
- b. United Way
- c. DOE Jefferson Lab

3. Monthly Metrics

Item #	Strategic Planning Measure	Unit	May 2020
M-1.4a	Training During Work Hours per Full Time Employee (FTE) (516) – Current Month	Hours / FTE	3.85
M-1.4b	Total Training During Work Hours per FTE (516) – Cumulative Year-to-Date	Hours / FTE	33.79
M-2.3a	Planned Maintenance Total Maintenance Hours	Total Recorded Maintenance Labor Hours	30,079

Item #	Strategic Planning Measure	Unit	May 2020
M-2.3b	Planned Maintenance – Preventive and Condition Based	% of Total Maintenance Hours	57%
M-2.3c	Planned Maintenance - Corrective Maintenance	% of Total Maintenance Hours	15%
M-2.3d	Planned Maintenance - Projects	% of Total Maintenance Hours	28%
M- 4.1a	Energy Use: Treatment *reported for April 2020	kWh/MG	2,443
M-4.1b	Energy Use: Pump Stations *reported for April 2020	kWh/MG	187
M-4.1c	Energy Use: Office Building *reported for April 2020	kWh/MG	81
M-5.2	Educational and Outreach Events	Number	4
M-5.3	Number of Community Partners	Number	3

Respectfully submitted,
Steve de Mik
 Director of Operations

TO: General Manager
FROM: Director of Talent Management (TM)
SUBJECT: Monthly Report for May 2020
DATE: June 10, 2020

A. Talent Management Executive Summary

1. Recruitment

a. Summary

New Recruitment Campaigns	12
Job Offers Accepted – Internal Selections	3
Job Offers Accepted – External Selections	5
Average Days to Fill Position	84

b. Human Resources (HR) staff participated in interviews for selection of Hampton Roads Public Works Academy (HRPWA) interns. Eighteen candidates were selected for summer internships at eight work centers. HRSD has been a program partner for thirteen years and 27 percent of internships have led to HRSD employment opportunities.

2. The following was performed in response to the COVID-19 pandemic:

- a. Finalized and implemented COVID-19 Pandemic temporary policies, including *Employee Student Loan Assistance* and *Employee Return to Work Following Personal Travel*
- b. Continued addressing suspected employee COVID-19 cases and potential close contact exposures based on Virginia Department of Health (VDH) recommendations
- c. Worked with Procurement staff to establish occupational health services for employee COVID-19 testing
- d. Continued refining Recruitment processes including virtual skills testing to minimize frequency of in-person interactions
- e. Continued to adapt training, testing, evaluations and inspections to ensure work activities meet VDH guidelines.

3. The following was performed for the Succession Planning Internal Audit:
 - a. TM, HR and Organizational Development and Training (OD&T) staff attended the opening meeting to discuss process, roles and requested documentation.
 - b. Requested documentation was compiled and uploaded onto the internal audit team site. Staff worked with IT to establish internal auditor access to the TM SharePoint site.
4. HR staff worked with the Benefits consultant and Health and Wellness plan representatives to conduct nine virtual Open Enrollment meetings with two hundred employees attending. Feedback was positive and participants were highly engaged in all meetings.
5. TM staff participated in Boater Education Program intern orientation to provide organization and policy information and safety orientation.
6. Three Virginia Retirement System information sessions were held for Chesapeake-Elizabeth Treatment Plant (TP) employees.
7. Wellness Program Participation

Participation Activities	Unit	May 2020	Year to Date (March 2020–February 2021)
Biometric Screenings	Number	0	65
Preventive Health Exams	Number	0	95
Preventive Health Assessments	Number	27	60
Online Health Improvement Programs	Number	14	37
Online Health Tracking	Number	82	249
Challenges (In Progress)	Number	0	116
Fit-Bit Promotion	Number	7	26

8. Weekly *Mindful Monday* and *Wellness Wednesday* emails were distributed with tips on emotional wellbeing, nutrition and physical activity. A virtual *Walk the Watershed Challenge* was promoted.
9. Work continued with the OD&T consultant to develop timelines, training materials, and formats for several programs including the Division Leaders Forum, Interview Training, Operations Retreat, and Supervisor Training.

10. An organization-wide pilot team participated in a three-day online workshop with the OD&T staff and consultants to review content and materials for development of an updated Supervisor Training Program.
11. OD&T worked with internal and external presenters to develop a virtual Learning Week, *2020 VISION*, scheduled in June.
12. The Apprenticeship Committee appointed several new committee members to serve three-year terms. The Training Superintendent met with each new member to discuss roles and responsibilities.
13. Staff conducted a kickoff meeting with Subject Matter Experts to introduce the new simulation software, *Hyromantis*.
14. The Safety Manager provided a virtual presentation of annual work-related accidents and injuries, claims, data trends, safety activities and recognition programs to the Operations Quality Steering Team.
15. Staff met to review an online Safety Skills training software demonstration and to discuss integration into the Safety Training Program.
16. The Safety Manager addressed questions and provided safety program-related information to several insurance carriers. HR and Safety staff participated in a virtual risk assessment survey with HRSD's insurance carrier and broker.
17. The Safety Manager escorted Virginia Occupational Safety and Health Administration (OSHA) representatives on a compliance inspection of construction activities at the Atlantic Pressure Reducing Station.
18. Mishaps and Work-Related Injuries Status to Date (OSHA Recordable)

	<u>2019</u>	<u>2020</u>
Mishaps	37	11
Lost Time Mishaps	6	1
<i>Numbers subject to change pending HR review of each case.</i>		

19. Safety Division Monthly Activities

Safety Training Classes	15
Work Center Safety Inspections	8
Reported Accident Investigations	1
Construction Site Safety Evaluations	38
Contractor Safety Briefings	12
Hot Work Permits Issued	60
Confined Space Permits Issued/Reviewed	150
Industrial Hygiene Monitoring Events	1

B. Monthly Strategic Planning Metrics Summary

1. Education and Outreach Events: (1)

- a. 5/28-29/2020 – HRPWA Cadet interviews at Virginia Beach Vocational and Technical Education Center.

2. Community Partners: (1)

- a. HRPWA

3. Monthly Metrics

Item #	Strategic Planning Measure	Unit	May 2020
M-1.1a	Employee Turnover Rate (Total)	Percentage	0.01
M-1.1b	Employee Turnover - Service Retirements	Percentage	0.20
M-1.4a	Total Training Hours Per Full Time Employee (17) – April	Total Training Hours/ FTE	1.88
M-1.4b	Total Training During Work Hours Per Full Time Employee (17) – Cumulative Fiscal Year-to-Date	Hours / FTE	46.99
M-5.2	Educational and Outreach Events	Number	1
M-5.3	Community Partners	Number	1

Respectfully submitted,
Paula A. Hogg
 Director of Talent Management

TO: General Manager
FROM: Director of Water Quality (WQ)
SUBJECT: Monthly Report for May 2020
DATE: June 14, 2020

A. General

1. Pretreatment and Pollution Prevention division staff assessed two civil penalties this month.

Chesapeake Bay Bridge Tunnel - Thimble Shoal Tunnel Project, Virginia Beach

An Enforcement Order was issued to Chesapeake Bay Bridge Tunnel - Parallel Thimble Shoal Tunnel Project in March 2020 for technical violations associated with the Portal Island 1 sample point. The Order contained an invoice for a \$5,000 Civil Penalty. The permittee exceeded the monthly average permit limit for chromium for three consecutive months: December 2019, January 2020 and February 2020. A Show Cause meeting was held on March 19, 2020 to discuss measures to prevent recurrence and the associated penalty.

As a result of the meeting, the permittee evaluated alternative ion exchange resins that will target chromium more effectively. Additionally, the permittee is ensuring that pH levels remain between the 6.0-9.0 SU range in their treatment system. The Enforcement Order was accepted and the Civil Penalty was paid in full on April 13, 2020.

Atlantic Heating and Cooling – Virginia Beach

An Enforcement Order was issued to Atlantic Heating and Cooling in March 2020 for failure to pay any and all costs as determined by HRSD, failure to follow the special conditions of their permit, and failure to follow requirements of their Best Management Practice. Multiple violations began in September 2019 leading to an accumulation of over 4.0 points through January 8, 2020. The Order contained an invoice for a \$2,250 Civil Penalty. There were two incidents of accounts delinquent greater than 60 days, an unauthorized vehicle discharged at the Nansemond Treatment Plant and a Vactor truck failed to decant prior to discharging at the Regional Residuals Facility (RRF).

The accounts have been paid in full, the vehicle in question has since been authorized for discharge and personnel were retrained on RRF discharge procedures. The Enforcement Order was accepted and the Civil Penalty was paid in full on May 7, 2020.

2. The Director participated in a two-day virtual meeting of the Water Research Foundation's (WRF) Research Advisory Committee (RAC) as a member of the RAC. The purpose of the meeting was to identify and prioritize areas of research important to WRF subscribers. The research area ranking first in importance to subscribers was the same area that the Director has been emphasizing with WRF for several years now - the need to link surface water quality goals with the uses of those surface waters. Uses include support of aquatic life, recreation, fishing and in some cases, drinking water. Developing these linkages is important to realizing improvements in water quality goals given the millions or billions of dollars of investment in many cases.
3. The Director led a conference call of the National Association of Clean Water Agencies' (NACWA) Water Quality Committee as chair of the Committee. Topics discussed include the management of nutrient discharge issues across the country, the regulation of per- and polyfluoroalkyl substances (PFAS) compounds, and wastewater SARS-CoV-2 monitoring.
4. The Director participated in a one-day virtual meeting of the Virginia Department of Environmental Quality's (DEQ) Regulatory Advisory Panel responsible for addressing updates to the Virginia Water Quality Management Planning Regulation. This regulation will define the nitrogen and phosphorous requirements for HRSD for the immediate future. DEQ's current approach will require a shift from load-based nutrient targets to a concentration-based target. The effect of this shift will force HRSD facilities to maintain lower nutrient effluent concentrations than required today and will either force more costly capital improvements, or the purchase of nutrient credits from dischargers (some may be industrial) upstream. Several more meetings are planned for the next 6-8 weeks. HRSD will continue to engage with DEQ to adopt a solution that relies on sound science, minimizes cost to rate payers and protects the environment.

B. Quality Improvement and Strategic Activities

1. The Sustainability Environment Advocacy (SEA) Group reported the following activities for the month of May:
 - a. Learning Week: The SEA Team developed their presentation for the annual HRSD Learning Week event

2. The WQ Communication Team continues monitoring and measuring inter-divisional communication issues within the WQ Department.

C. Municipal Assistance

HRSD provided sampling and analytical services to Spotsylvania County, Northumberland County, and Westmoreland County to support monitoring required for their respective Virginia Pollution Discharge Elimination System (VPDES) permits.

D. Strategic Planning Metrics Summary

1. Educational and Outreach Events: 0

2. Community Partners: 4

- a. American Red Cross
- b. Elizabeth River Project
- c. Hampton Roads Planning District Commission (HRPDC)
- d. United Way

3. Odor Complaints: 1

- a. South Shore Operations (SS Ops) received a complaint on May 15 that is thought to be a product of force main gas coming from one or both air vents AT- 8115 #1 or AT-8117 #2 located on FM-276 along Etheridge Manor Boulevard in Chesapeake. The SS Ops Duty Supervisor went to the location of the odor complaint and checked both automatic bleed off valves in that area. There was an odor of H₂S when the lid from each casting was removed. Neither auto bleed was releasing air at that time, but there was a significant accumulation of waste inside the casting, stemming from when the automatic bleed off is removed for weekly cleaning and maintenance. The ball valve to each air vent auto was closed for the remainder of the weekend. A Vactor Crew was already scheduled for Monday May 18 to clean and spray out both castings, after which an Interceptor Crew cleaned out both auto bleeds and placed them back into service. No further complaints have been received.

4. Monthly Metrics

Item #	Strategic Planning Measure	Unit	May 2020
M-1.4a	Training During Work Hours Per Full Time Employee (114) (Current Month)	Total Hours / # FTE	5.41
M-1.4b	Total Training During Work Hours Per Full Time Employee (114) (Cumulative Fiscal Year-to-Date)	Total Hours / # FTE	56.78
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	9:55,806
M-3.2	Odor Complaints	#	1
M-3.4	Pollutant Removal	Total Pounds Removed	167,658,596
M-3.5	Pollutant Discharge	% Pounds Discharged/ Pounds Permitted	19%
M-5.2	Educational and Outreach Events	#	0
M-5.3	Community Partners	#	4
	Average Daily Flow	Total MGD for all Treatment Plants	141.02
	Pretreatment Related System Issues	#	0

Respectfully submitted,

James Platt, PhD

Director of Water Quality



The following Internal Audit Status document has been prepared by SC&H for the HRSD Commission. Below is a summary of projects in process, upcoming audits, and the status of current management action plan (MAP) monitoring.

I. Projects in Process

Pollution Source Control

- **Tasks Completed (May 2020)**
 - Reviewed management action plans
 - Finalized audit report

SWIFT Program Management Plan

- **Tasks Completed (May 2020)**
 - Scheduled and conducted Entrance Meeting with HRSD and AECOM
 - Began planning phase of the audit
 - Reviewed SWIFT Program Management Plan and drafted preliminary risk and control matrix
- **Upcoming Tasks (June 2020)**
 - Schedule and conduct process understandings meetings
 - Update and work towards finalizing draft planning documentation

Fleet Services

- **Tasks Completed (May 2020)**
 - Scheduled and conducted Entrance Meeting
 - Began planning phase of the audit
 - Received and reviewed initial documentation requests
 - Scheduled process understanding meetings
- **Upcoming Tasks (June 2020)**
 - Conduct process understanding meetings
 - Draft process workflows and risk and control matrix
 - Review available system reports

Succession Planning

- **Tasks Completed (May 2020)**
 - Drafted Entrance Meeting Materials
 - Scheduled and conducted Entrance Meeting
 - Began planning phase of the audit
 - Received and reviewed initial documentation requests
 - Scheduled process understanding meetings
- **Upcoming Tasks (June 2020)**
 - Conduct additional process understanding meetings
 - Perform planning retirement analytics
 - Research and develop survey questionnaire to be issued to department leadership



Business Continuity and Disaster Recovery (Audit Fieldwork Complete/ Management Response in Process)

- HRSD management has communicated its continued progress to develop a plan to address the recommendations included in the BC/DR report. SC&H will continue to work with HRSD process owners and management to finalize the audit report, incorporating management action plans. A specific completion date has not been identified at this time.

II. Upcoming Projects (FY2020)

All planned upcoming projects have been initiated and are now in progress.

III. Management Action Plan (MAP) Monitoring

SC&H is performing on-going MAP monitoring for internal audits previously conducted for HRSD. SC&H begins MAP follow-up approximately one year following the completion of each audit and will assess bi-annually.

For each recommendation noted in an audit report, SC&H gains an understanding of the steps performed to address the action plan and obtains evidence to confirm implementation, when available.

The following describes the current project monitoring status. This listing does not include audits which were determined by HRSD Management and the Commission to include confidential or sensitive information.

Audit	Report Date	Next Follow-up	Recommendations		
			Closed	Open	Total
D&C: CIP Project Management	5/11/2016	September 2020	11	2	13
Biosolids Recycling	10/8/2016	Pending Permit	7	1	8
HR Benefits	11/22/2016	Closed	15	0	15
Inventory	4/20/2017	Closed	5	0	5
Procurement/ ProCard	8/23/2017	June 2020	8	3	11
Engineering Procurement	4/20/2018	In process	4	4	8
Corporate Governance: Ethics Function	3/21/18	June 2020	3	2	5
Treatment Plant Operations	10/15/18	In process	0	9	9
Customer Care Division*	7/26/19	August 2020	0	4	4
Safety Division*	9/12/19	September 2020	0	3	3
Permitting*	2/4/20	August 2020	0	2	2
Payroll*	3/27/20	November 2020	0	1	1
Totals			53	31	84

*SC&H has not yet performed formal follow-up procedures for the implementation status of these MAPs. Actual status may vary within the associated process areas and will be updated upon follow-up.



Expertise that Works

Internal Audit

Pollution Source Control

Hampton Roads Sanitation District

June 2, 2020

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I. Executive Summary

Background

SC&H conducted an internal audit of Hampton Roads Sanitation District's (HRSD) Pollution Source Control (PSC) function. HRSD's PSC function is managed by the Pretreatment & Pollution Prevention (P3) division within the Water Quality Department.

P3 is responsible for ensuring industrial permit compliance according to the HRSD Industrial Wastewater Discharge Regulations and monitoring wastewater through toxic and surcharge surveys and sampling. P3 conducts regular inspections at industrial sites, issues permits to required facilities, calculates surcharge fees for industrial/commercial users and investigates/enforces permit violations in accordance with the P3 Enforcement Response Plan (ERP). The ERP outlines enforcement mechanisms for violations of HRSD's Industrial Wastewater Discharge Regulations.

In order to legally discharge water, HRSD treatment plants must comply with the Federal Clean Water Act and the Virginia State Water Control Law. These regulations empower the Commonwealth of Virginia (Virginia) Department of Environmental Quality (DEQ) to establish effluent characteristics, discharge limitations, monitoring frequencies, and other regulatory requirements for facilities that discharge effluent. A vital step to ensuring HRSD treatment plants comply with federal and state regulations is P3's role in identifying, permitting, and enforcing industrial user (IU) behavior before their wastewater reaches the HRSD treatment plants.

Permits are issued to IUs or facilities grouped by industrial or commercial processes or business, size, location within sewer sheds, or other factors that subject it to pretreatment standards and limits. P3 regulates three major types of IUs; categorical industrial users (CIUs), significant industrial users (SIUs) and non-significant industrial users (NSIU). Additionally, P3 issues permits to waste haulers which are considered indirect users.

Per the Virginia DEQ regulations, HRSD is only required to regulate SIUs. However, P3 takes a proactive approach and regulates additional IUs. The number of active permits for each type of IU are: 19 CIUs, 37 SIUs, and 70 NSIUs. There are 46 active waste hauler permits. SIU and CIU permits are valid for three calendar years from the date they are signed, while NSIU and waste hauler permits are valid for 5 years.

The following provides a summary of the three major IUs.

Categorical Industrial User

A categorical industrial user is a facility where an industrial activity is performed and is regulated by one or more federal regulations, discharges process wastewater to a treatment plant, or performs a categorical activity that is assigned pretreatment limitations, reporting requirements, or both.

Significant Industrial User

A significant industrial user is an industrial user that meets at least one of the following:

1. Subject to categorical pretreatment standards
2. Discharges an average of 25,000 gallons per day or more of process wastewater to a publicly owned treatment works (POTW)
3. Contributes a process waste stream which makes up five percent (5%) or more of the average dry weather hydraulic or organic capacity of the POTW
4. Is designated by HRSD on the basis that the IU has a reasonable chance for adversely affecting the POTW's operation or for violating any pretreatment standard or requirement

Non-Significant Industrial User

A non-significant industrial user is an industrial user who has less potential for adversely affecting the POTW's operation or for violating any pretreatment standard or requirement. Examples of IUs include smaller business facilities or facilities discharging minimal process wastewater.

Objectives

The following audit objectives were established based on the internal audit planning procedures:

- A. Verify issued permits are appropriately reviewed and approved by P3 Management.
- B. Assess the completeness and accuracy of residential account classifications within Oracle Customer Care and Billing (CC&B).
- C. Evaluate IU and P3 compliance with permit sampling requirements for completeness and timeliness.
- D. Evaluate the surcharge billing methodology and calculation for completeness, accuracy, and appropriateness.
- E. Evaluate waste hauler billing performance for completeness, accuracy, and timeliness.
- F. Review enforcement actions taken by P3 and assess compliance with the ERP.

Scope

The internal audit initiated in November 2019. Fieldwork procedures began in February 2020 and were completed in April 2020. The internal audit focused on the policies, procedures, and controls in place at the time of the audit. Documentation sample selections were examined for the period of January 1, 2019 through February 12, 2020.

Methodology and Approach

SC&H performed the following procedures:

Process Walkthrough and Flowchart Creation

SC&H obtained and reviewed current pollution source control policy and procedural documentation, which includes methods to identify new IUs, permitting functions, sampling documentation, and enforcement procedures. SC&H also met with members of the P3 team to conduct detailed process understanding discussions of the pollution source control functions.

Based on the discussions and review of the procedural documentation, SC&H created flowcharts to document each key process in scope. The processes identified and documented include:

- Identification and Permitting Process
- Self-Monitoring Sampling
- Survey/Grab Sampling
- Enforcement Response
- Surcharge Billing
- Waste-Hauler Billing

Risk Ranking and Creation of Project Plan

Following the documentation of process steps, SC&H developed a pollution source control risk and control matrix (RCM). The RCM aligns risks with controls to analyze the control environment and ranks the risks on perceived likelihood and severity. Based on the understanding of the processes, risks, and related controls, SC&H developed an audit program to achieve the objectives described above. This program includes detailed steps to address each objective with the goal of verifying the existence of sound internal controls and identifying opportunities for improvement.

Audit Program Execution

SC&H executed the audit program by completing the following tasks:

- Ensured active issued permits are not expired and are appropriately reviewed and approved by P3 Management.
- Performed data analytics of CC&B billing data to identify potentially misclassified billing accounts as residential. Selected and reviewed a sample of 25 billing accounts.
- Performed data analytics to select a sample of self-monitoring samples to obtain supporting documentation and confirm the completeness and timeliness of testing and reporting by the IU. Selected a sample of 16 IUs and reviewed 60 self-monitoring reports/results.
- Reviewed a sample of nine completed surveys and verified the following:
 - Surveys were completed and documented in a timely manner
 - Conducted surveys aligned with the required survey duration
 - Survey results were reviewed and approved
- Reviewed a sample of 25 active IUs within the grab sampling requirement group and verified samples were completed and documented in a timely manner.
- Performed data analytics to reconcile spot check facilities to the spot check schedule for completeness and accuracy.
- Reviewed a sample of 12 facilities to ensure a spot check inspection was completed within a three year time period.
- Reviewed procedural/methodology documentation detailing the non-permitted surcharge billing average calculation process for reasonableness. Selected a sample of three North American Industry Classification System (NAICS) categories to obtain supporting documentation and verify averages were accurately determined for billing purposes.
- Reviewed a sample of 25 waste hauler bills and verified the following:

- Charges were calculated completely and accurately
- Charges are supported by an electronic SCALE report (SCALE is a system used by P3 to manage waste hauler transactions) or manual receipt
- Reviewed a sample of 27 violations assigned to eight IUs and verified the following:
 - Violation is supported and points given to IU align with the ERP for the violation code
 - Notification of Violation (NOV) letter was communicated in a timely manner
 - IU responded to the NOV within the 15-day requirement
- Reviewed a sample of six pending violations and verified P3 researched and resolved the case timely.

Summary of Work

SC&H concludes that the HRSD P3 division is a mature and organized function which maintains quality standards through policies/procedures related to permitting, sampling, reporting, and violation enforcement. These processes appear to incorporate effective controls to ensure accurate and timely reporting to manage pretreatment & pollution prevention responsibilities.

SC&H identified four observations that can be incorporated into the P3 operations. The following section provides detailed observations and recommendations regarding these topics.

We appreciate the assistance and cooperation of the management and staff involved in HRSD's pollution source control function. Please contact us if you have any questions or comments regarding any of the information contained in the internal audit report.

SC&H Group, Inc.



Matthew Simons, CPA, CIA, CGAP
Principal

II. Detailed Observations and Recommendations

Observation 1

A process is not in place to periodically review the accuracy of CC&B billing account classifications initiated by local jurisdictions.

Observation Detail

Local jurisdictions are responsible for classifying billing accounts as either "Residential" or "Commercial". Jurisdictions submit billing and account data to HRSD, which is then used to populate CC&B accounts. Currently, there are 10 billing jurisdictions captured within CC&B. P3 relies primarily on jurisdictional classifications to identify potential commercial IUs that should be considered for permits and/or surcharge billing. Additional methods performed by P3 to identify new IUs include the following:

1. Monitoring publications (economic planning)
2. Development Services/Flow acceptance communications (may learn of new IU from the Engineering Department who are responsible for overseeing sewer connectivity)
3. Windshield investigations (P3 staff who are in the field who physically observe a new facility)

SC&H obtained a CC&B Billing Cycle Report containing 546,305 unique account IDs. Of these accounts, 501,030 are classified as 'Residential'.

Per discussion with P3 Management, a threshold of 1,000 gallons or higher of water flow a day should be used as means for identifying potential commercial accounts misclassified as a residential property. SC&H performed calculations and analytics to convert the data measurement of water discharge from hundred cubic foot (CCF) to gallons. SC&H identified 451 billing accounts labeled as 'Residential' which use more than 1,000 gallons of water a day. SC&H reviewed a sample of 25 account addresses through the use of Google Maps to assess the reasonableness of the classification. The review identified 16 of the 25 accounts that appeared to be misclassified within CC&B (churches, doctor offices, preschool, dry cleaner, car wash, and stores/professional centers). Of these 16 accounts:

1. Two are hotels and should be subject to surcharge billing.
2. One is a juice bar retail location and could be subject to surcharge billing.

Risk

Misclassifications of billing account types can result in missed IUs requiring permits and non-compliance with standards and regulations. Additionally, there is the potential of increased water treatment costs and lost surcharge billing revenue.

Recommendation 1.1

HRSD P3 Management should consider performing a periodic (recurring) review of billing accounts (e.g. on a sample basis, based on HRSD's risk tolerance). The objective of the review should be to identify residential accounts with high (determined by Management) water usage. A

representative sample of outlier accounts (e.g. based on volume or percentage) should be selected and reviewed for permit consideration, surcharge billing, and appropriateness. The review should be documented and retained.

Management's Action Plan

P3 agrees with this recommendation. P3 will coordinate with the Finance Department to be included on the semi-annual distribution of a CC&B Billing Cycle Report. The report will be filtered, and flagged accounts will be further researched for inspection and/or surcharge purposes. This report can be used for both misclassification of residential accounts and verification that commercial accounts have been adequately reviewed.

Implementation Date

Quarter 4 of Calendar Year 2020. The billing cycle report is produced five (5) months after the close of the fiscal year (June 30) and calendar year (December 31). This would make the first report available around November 2020.

Recommendation 1.2

In the event an error is identified, P3 Management should consider coordinating internally within HRSD and communicating to the applicable jurisdiction. The CC&B account classification should be corrected. Further, HRSD should consider monitoring errors by jurisdiction in an effort to correct the behavior and reduce the number of misclassified accounts by holding the jurisdictions accountable.

Management's Action Plan

P3 agrees with the recommendation and will work with the HRSD Customer Care Center (CCC) to ensure identified classification errors are corrected either by P3 staff (Administrative Technician) or by CCC staff. Errors will be tracked by jurisdiction and the information relayed to CCC staff for coordination with jurisdictional contacts.

Implementation Date

Quarter 4 of Calendar Year 2020.

Observation 2

A process is not in place to maintain a log of received and issued Indirect Discharge Manual Tickets for non-electronic waste hauler transactions.

Observation Detail

HRSD issues Indirect Wastewater Discharge Permits enabling waste haulers to discharge at six authorized HRSD treatment plants. Authorized waste haulers are given an access ID card, which is issued by HRSD Human Resources (HR). With guidance from P3, HR configures and issues access ID cards by waste hauler company, permit number, and specific waste hauler truck information (e.g. owner truck number and maximum volume). When a waste hauler is ready to discharge at a HRSD treatment plant, they are required to swipe their access ID card to gain entry, and drive their truck to the scale (exception is Boat Harbor Treatment Plant which does not have a scale). Once on the scale, the waste hauler scans their badge and selects the discharge type. At that time, the SCALE system (hereby referred to as SCALE) records the inbound arrival time, waste type, and inbound weight of the truck prior to discharge. The waste hauler then drives off the scale and to the waste/grease receiving station to begin discharging. Once the discharge process is complete, the driver is expected to clean the discharge area, drive back to the scale to scan their badge, and have SCALE record their outbound weight. SCALE takes these weights and creates an electronic record of the transaction. SCALE then generates a receipt for the waste hauler to have a record of the transaction.

In the event that the scale is operational, but the badge reader or printer are not, a back-up manual ticket process is in place. P3 issues pre-numbered indirect discharge manual tickets to each of the treatment plants. An indirect waste hauler manually records the inbound and outbound weights of the discharge along with the date, time, company name, permit number, and truck identifiers (i.e. owner truck number and HRSD access badge number) on to a manual ticket. Prior to exiting the plant, the indirect hauler signs the indirect discharge manual ticket and obtains a signature from an HRSD employee. The hauler is provided a carbon copy of the indirect discharge manual ticket. The indirect discharge manual ticket is to be entered into the scale database within 48 hours by an HRSD treatment plant employee. The ticket is then sent to P3 for reconciling and billing.

If the scale is not operational then a treatment plant employee inspects the truck's sight glass on the tank for an estimated measure. If a sight glass does not exist, the waste hauler is charged for a full load. If the volume falls between sight glasses, the next higher volume sight glass is used. An indirect discharge manual ticket is completed noting the volume in gallons and is signed by both the hauler representative and an HRSD employee. The treatment plant employee also provides the waste hauler a carbon copy of the indirect discharge manual ticket. The indirect discharge manual tickets are to be entered into the scale database within 48 hours and are to be sent by the treatment plant staff to P3 on a weekly basis for reconciling and billing.

SC&H performed the following:

1. Conducted a walkthrough and observed the waste hauler indirect discharge process at the Chesapeake Elizabeth treatment plant

2. Obtained a Waste Hauler Billing Report from CC&B along with a Waste Hauler Transactions Report from SCALE
3. Performed analytics and identified 46 unique waste haulers within this report
4. Selected a sample of one billing month for 25 unique waste haulers to reconcile monthly billing statements to the SCALE Waste Hauler Transactions Report

Based on procedures performed, the following was identified:

1. A process is not in place to maintain a log of received and issued Indirect Discharge Manual Tickets for non-electronic waste hauler transactions.
2. A process is not in place to reconcile the Indirect Discharge Manual Tickets for unaccounted ticket numbers upon entry into SCALE.
3. SCALE is not configured to automatically notate a transaction as manually entered. As a result, the only available method to do so is by the user entering a manual comment.
4. Six SCALE transactions across four waste haulers did not have supporting documentation of the manual activity.
5. Two Indirect Manual Discharge Tickets were not signed by an HRSD representative at the time of the transaction.
6. A process is not in place to reconcile waste hauler swipe access reports to transaction activity for completeness and compliance.

Risk

Lack of a documented sequential tracking system for manual waste hauler tickets can result in unbilled waste hauler transactions, unrealized revenue, or lack of supporting documentation.

Recommendation 2.1

HRSD P3 Management should consider implementing a ledger book at each applicable treatment plant to track and account for all manual tickets received, voided, issued, etc. Additionally, P3 Management should consider implementing a periodic (recurring) ledger review to ensure all manual tickets are accounted for, retained, completed accurately, and are entered into SCALE accurately and timely.

Management's Action Plan

P3 agrees with the recommendation and will issue ledger books, containing 50 numbered tickets each, as the Treatment Plants request additional manual tickets. A recurring review will be implemented to reconcile each manual ticket and ensure the disposition of each manual ticket (entered, voided, etc.).

Implementation Date

January 1, 2021

Recommendation 2.2

HRSD P3 Management should consider exploring the functionality of SCALE to determine whether it can be configured to automatically identify and label waste hauler transactions that are

manually entered.

Management’s Action Plan

P3 agrees with the recommendation and will explore enhancements to the database system with the Operations and Information Technology (IT) Departments.

Implementation Date

June 30, 2022 – Database enhancements will need to be budgeted for in the Fiscal Year 2022 budget. If money becomes available before this time, the item can be completed sooner.

Recommendation 2.3

HRSD P3 Management should consider periodically reconciling waste hauler access card activity at each treatment plant to the waste hauler billing report to investigate instances in which a waste hauler may have bypassed the weigh station or manual ticket process.

Management’s Action Plan

P3 does not agree with this recommendation. The risk of this occurring is very low and the effort to sort and reconcile access card records at the gate to transactions and closed-circuit television (CCTV) would be intensive with not much gain. There are measures in place to limit access to the treatment plant, all discharges are recorded by CCTV, and the recordings are reviewed on a weekly basis. A hauler would also risk losing their Permit for these unauthorized discharges. Reviewing the records would still not guarantee all transactions as a hauler could “piggy-back” behind someone else.

Implementation Date

N/A

Observation 3

Access to SCALE is not appropriately restricted.

Observation Detail

SC&H conducted a walkthrough to observe the Waste Hauler Indirect Discharge process at the Chesapeake Elizabeth treatment plant. As part of the walkthrough, SC&H followed a “test” waste discharge transaction through its entirety. The transaction was deleted before a screen-shot could be captured and there was no way to recover the transaction. While a formal access review was not completed of SCALE, the ability to completely delete transactions was noted. Additionally, per discussion with P3 Management, one generic access user ID is shared among all P3 staff.

Risk

Inappropriate access can result in reduced accountability, inaccurate records, and misappropriation of transactions.

Recommendation 3.1

HRSD P3 Management should consider removing the ability to completely delete transactions from SCALE. One method for updating unwanted records is to implement a process which required zeroing out or negating any incorrect or erroneous transaction within SCALE rather than deleting the transaction completely.

Management’s Action Plan

P3 agrees with this recommendation and will work with the Operations and Information Technology Departments to discuss avenues for removing the delete option. Until the database functionality can be modified, policy direction will be for users not to delete transactions but to zero out or negate any incorrect and erroneous transaction with an appropriate comment.

Implementation Date

June 30, 2022 – Database enhancements will need to be budgeted for in the Fiscal Year 2022 budget. If money becomes available before this time, the item can be completed sooner.

The policy direction option will occur by July 1, 2020.

Recommendation 3.2

HRSD P3 Management should consider working collaboratively with the IT Department to create separate account/user IDs for each user with a business need in SCALE. It should also be considered to determine if SCALE has the ability to implement an audit log to track which users created/edited each transaction within the system.

Management’s Action Plan

P3 agrees with this recommendation and will work with the Operations and Information Technology (IT) Department on options to limit access to the database. The options of audit logs will also be explored.

Implementation Date

June 30, 2022 – Database enhancements will need to be budgeted for in the Fiscal Year 2022 budget. If money becomes available before this time, the item can be completed sooner.

Observation 4

A process is not in place to review the completeness and accuracy of the spot check facility group within iPACS for appropriateness and completeness.

Observation Detail

Each permitted facility is responsible to self-monitor as dictated in their permit and submit certified results to P3 for verification. Sampling and analysis must be performed according to HRSD, state, and federal regulations by an in-house or contracted laboratory. Testing of pH can be performed by industrial users and do not require accredited laboratory testing. In addition to self-monitoring sampling, P3 also performs independent sampling of permitted facilities. There are two different methods as described below:

1. Survey Sample: Work week long sampling exercise performed by P3 for permitted and/or non-permitted facilities. The field surveys are performed once or twice a year and each HRSD field office is responsible to schedule their own field visits to ensure each permitted facility has been sampled. Typically, the Field Office Manager schedules site visits for Technicians within the Internet-based Publicly Owned Treatment Works Administration and Compliance System (iPACS).
2. Grab Sample: Monthly, a schedule is made for IUs to be sampled outside of the survey program. Supervising Specialists set the schedules for staff in order to complete the grab program. Technicians have the authority to perform additional tests, if necessary.

If a facility is classified by P3 as non-permitted, either through the discontinuance of a Permit or a decision not to permit in general, it may be added to the spot check group. Facilities in the spot check group are reviewed every three years by P3 staff to ensure that the non-permitted status still applies after the initial review. The spot check program is not a regulatory requirement, but was implemented by P3 as an additional monitoring control.

SC&H obtained an iPACS Report of all active facilities within the non-permitted spot check group as of February 19, 2020. iPACS is the permitting and monitoring system used for all identified industrial users. The population of facilities was 151. SC&H reconciled the 151 facilities to the north and south shore spot check schedules. Based on the review, 43 facilities were not listed on either spot check schedule; 23 north shore and 20 south shore.

Risk

Inconsistent or inaccurate tracking of non-permitted facilities can result in missed IUs requiring permits and non-compliance with standards and regulations. Additionally, there is a potential of increased water treatment costs and lost surcharge billing revenue.

Recommendation 4.1

P3 Management should formally define explicit criteria that would make a facility subject to spot

check inspections. Should the new criteria result in the removal of facilities from the group, the designation in iPACS should be updated to reflect the changes.

As a result of the internal audit, P3 Management stated that the spot check program is currently under review in order to revise the process of defining the factors on whether or not a facility should be within the spot check group.

Management's Action Plan

P3 agrees with the recommendation. Specific criteria for placing/removing a facility from the spot check program will be developed. All current facilities designated as spot check will be evaluated to determine if they should remain in the grouping. All future inspection planning for spot check group facilities will occur through iPACS eliminating the need for a shadow system.

Implementation Date

End of Fiscal Year 2021 (June 30, 2021)

Annual Metrics													
Item	Strategic Planning Measure	Unit	Target	FY-10	FY-11	FY-12	FY-13	FY-14	FY-15	FY-16	FY-17	FY-18	FY-19
M-1.1a	Employee Turnover Rate (Total)	Percentage	< 8%	5.63%	4.09%	6.64%	7.62%	8.22%	9.97%	6.75%	6.66%	9.99%	6.63%
M-1.1b	Employee Turnover Rate within Probationary Period		0%		2.22%	8.16%	14.58%	9.68%	0.66%	0.13%	0.90%	1.01%	2.10%
M-1.2	Internal Employee Promotion Eligible	Percentage	100%		59%	80%	69.57%	71.43%	64.00%	69.00%	68.00%	85.00%	85.00%
M-1.3	Average Time to Fill a Position	Calendar Days	< 30		70	60	52	43.76	51	56	67	67	66
M-1.4	Training Hours per Employee - cumulative fiscal year-to-date	Hours	> 40		30.0	43.8	37.5	35.9	42.8	49.0	48.4	41.1	40.9
M-1.5a	Safety OSHA 300 Incidence Rate Total Cases	# per 100 Employees	< 3.5	6.57	6.15	5.8	11.2	5.07	3.87	7	5.5	5.7	4.1
M-1.5b	Safety OSHA 300 Incidence Rate Cases with Days Away	# per 100 Employees	< 1.1	0.74	1.13	1.33	0.96	1.4	0.82	1.9	1	1.1	0.8
M-1.5c	Safety OSHA 300 Incidence Rate Cases with Restriction, etc.	# per 100 Employees	< 0.8	3.72	4.27	2.55	4.5	2	1.76	3.6	2.8	2.8	1.8
M-2.1	CIP Delivery - Budget	Percentage			113%	96%	124%	149%	160%	151%	156%	160%	170%
M-2.2	CIP Delivery - Schedule	Percentage			169%	169%	161%	150%	190%	172%	173%	167%	159%
M-2.3a	Total Maintenance Hours	Total Available Mtc Labor Hours Monthly Avg			16,495	22,347	27,615	30,863	35,431	34,168	28,786	28,372	31,887
M-2.3b	Planned Maintenance	Percentage of Total Mtc Hours Monthly Avg			20%	27%	70%	73%	48%	41%	43%	44%	59%
M-2.3c	Corrective Maintenance	Percentage of Total Mtc Hours Monthly Avg			63%	51%	12%	10%	18%	25%	25%	24%	18%
M-2.3d	Projects	Percentage of Total Mtc Hours Monthly Avg			18%	22%	20%	18%	32%	34%	32%	32%	27%
M-2.4	Infrastructure Investment	Percentage of Total Cost of Infrastructure	2%		8.18%	6%	6%	4%	7%	7%	5%	5%	4
M-3.3	Carbon Footprint	Tons per MG Annual Total			1.61	1.57	1.47	1.46	1.44	1.45	1.58	1.66	1.58
M-3.6	Alternate Energy (Incl. Green Energy as of FY19)	Total KWH			0	0	0	5,911,289	6,123,399	6,555,096	6,052,142	5,862,256	47,375,940
M-4.1a	Energy Use: Treatment	kWh/MG Monthly Avg			2,473	2,571	2,229	2,189	2,176	2,205	2,294	2,395	2,277
M-4.1b	Energy Use: Pump Stations	kWh/MG Monthly Avg			197	173	152	159	168	163	173	170	181
M-4.1c	Energy Use: Office Buildings	kWh/MG Monthly Avg			84	77	102	96	104	97	104	104	95
M-4.2	R&D Budget	Percentage of Total Revenue	> 0.5%		1.0%	1.4%	1.0%	1.3%	1.0%	0.8%	1.3%	1.4%	1.8%
M-4.3	Total Labor Cost/MGD	Personal Services + Fringe Benefits/365/5-Year Average Daily Flow		\$1,028	\$1,095	\$1,174	\$1,232	\$1,249	\$1,279	\$1,246	\$1,285	\$1,423	\$1,348
M-4.4	Affordability	8 CCF Monthly Charge/Median Household Income	< 0.5%		0.48%	0.48%	0.41%	0.43%	0.53%	0.55%	0.59%	0.60%	0.64%
M-4.5	Total Operating Cost/MGD	Total Operating Expense/365/5-Year Average Daily Flow		\$2,741	\$2,970	\$3,262	\$3,316	\$3,305	\$3,526	\$3,434	\$3,592	\$3,959	\$3,823
M-5.1	Name Recognition	Percentage (Survey Result)	100%	67%	71%	N/A	62%	N/A	60%	N/A	N/A	53%	N/A
M-5.4	Value of Research	Percentage - Total Value/HRSD Investment			129%	235%	177%	149%	181%	178%	143%	114%	117%
M-5.5	Number of Research Partners	Annual Total Number			42	36	31	33	28	35	15	20	26
	Rolling 5 Year Average Daily Flow	MGD		157.8	155.3	152	154.36	155.2	151.51	153.09	154.24	152.8	152.23
	Rainfall	Annual Total Inches		66.9	44.21	56.21	46.65	46.52	51.95	54.14	66.66	49.24	53.1
	Billed Flow	Annual Percentage of Total Treated		71.9%	82.6%	78%	71%	73%	74%	72%	73%	76%	72%
	Senior Debt Coverage	Net Revenue/Senior Annual Debt Service	> 1.5	2.51%	2.30%	2.07%	1.88%	1.72%	1.90%	2.56%	3.10%	3.59%	4.84%
	Total Debt Coverage	Net Revenue/Total Annual Debt	>1.4	1.67%	1.67%	1.46%	1.45%	1.32%	1.46%	1.77%	1.93%	2.03%	2.62%

Monthly Updated Metrics														FY-20	FY-20
Item	Strategic Planning Measure	Unit	Target	FY-10	FY-11	FY-12	FY-13	FY-14	FY-15	FY-16	FY-17	FY-18	FY-19	Apr-20	May-20
	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	149.0	141.0
	Industrial Waste Related System Issues	Number	0		3	6	6	6	2	4	7	4	7	0	0
	Wastewater Revenue	Percentage of budgeted	100%		97%	96%	98%	107%	102%	104%	103%	103%	104%	101%	100%
	General Reserves	Percentage of Operating and Improvement Budget	75% - 100%		72%	82%	84%	92%	94%	95%	104%	112%	117%	122%	126%
	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	\$26,089,125	\$26,073,893
	Aging Accounts Receivable	Percentage of receivables greater than 90 days			21%	20%	18%	19%	21%	20%	18%	18%	17%	20%	22%
M-2.5	Capacity Related Overflows	Number within Level of Service	0		25	1	30	5	11	16	6	10	5	0	0
M-3.1	Permit Compliance	# of Exceedances to # of Permitted Parameters			12:55,045	1:51995	2:52491	1:52491	2:52491	2:52,491	9:53236	9:58338	2:60879	9:50733	9:55806
M-3.2	Odor Complaints	Number	0		6	2	7	11	5	9	7	6	9	2	1
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	152,314,145	167,658,596
M-3.5	Pollutant Discharge (% of permitted)	Pounds Discharged/Pounds Removed	< 40%		25%	22%	25%	22%	22%	20%	22%	17%	17%	19%	19%
M-5.2	Educational and Outreach Events	Number			302	184	238	322	334	443	502	432	367	6	4
M-5.3	Number of Community Partners	Number			280	289	286	297	321	354	345	381	293	12	11

EFFLUENT SUMMARY FOR MAY 2020

PLANT	FLOW mgd	% of Design	BOD mg/l	TSS mg/l	FC #/UBI	ENTERO #/UBI	TP mg/l	TP CY Avg	TN mg/l	TN CY Avg	TKN mg/l	NH3 mg/l	CONTACT TANK EX
ARMY BASE	10.47	58%	3	3.1	13	1	0.67	0.72	2.8	3.9	NA	NA	5
ATLANTIC	23.89	44%	12	8.4	3	1	NA	NA	NA	NA	NA	NA	1
BOAT HARBOR	14.25	57%	6	5.1	2	1	0.42	0.49	26	21	NA	NA	4
CENT. MIDDLESEX	0.011	43%	<2	2.7	<1	<1	NA	NA	NA	NA	NA	NA	NA
CHES-ELIZ	16.96	71%	15	9.0	16	12	1.2	1.4	33	33	NA	NA	7
JAMES RIVER	12.57	63%	3	2.9	1	1	0.39	0.45	8.6	9.4	NA	NA	0
KING WILLIAM	0.057	57%	<2	<1.0	NA	1	0.055	0.033	0.45	1.8	0.17	NA	NA
NANSEMOND	16.74	56%	4	4.4	3	<1	0.78	0.66	3.6	3.9	NA	NA	4
SURRY, COUNTY	0.075	116%	9	14	NA	NA	NA	NA	NA	NA	<0.50	NA	0
SURRY, TOWN	0.061	102%	7	10	NA	55	NA	NA	NA	NA	1.5	0.15	NA
URBANNA	0.048	48%	2	6.8	2	2	4.9	3.7	20	13	NA	0.03	NA
VIP	26.01	65%	2	3.4	2	1	0.19	0.31	2.5	2.9	NA	NA	3
WEST POINT	0.428	71%	20	19	1	7	2.8	2.4	18	16	NA	NA	0
WILLIAMSBURG	6.84	30%	1	1.7	4	6	0.71	0.56	1.8	3.0	NA	NA	7
YORK RIVER	12.62	84%	3	0.76	1	<1	0.21	0.28	5.7	5.0	NA	NA	0
	<u>141.02</u>												

	% of Capacity
North Shore	56%
South Shore	57%
Small Communities	68%

Tributaries	Tributary Summary					
	Annual Total Nitrogen			Annual Total Phosphorus		
	Discharged	Operational		Discharged	Operational	
	YTD	Projection CY20		YTD	Projection CY20	
	%	Lbs	%	%	Lbs	%
James River	36%	3,950,737	87%	30%	272,952	86%
York River	35%	253,997	88%	34%	16,111	83%
Rappahannock	52%	NA	NA	201%	NA	NA

Permit Exceedances: Total Possible Exceedances, FY20 to Date: 9:55,806
Pounds of Pollutants Removed in FY20 to Date: 167,658,596
Pollutant Lbs Discharged/Permitted Discharge FY20 to Date: 19%

	Rainfall (inch)		
	<u>North Shore (PHF)</u>	<u>South Shore (ORF)</u>	<u>Small Communities (FYJ)</u>
Month	3.62"	2.56"	3.08"
Normal for Month	4.05"	4.15"	4.33"
Year to Date Total	20.85"	20.40"	18.89"
Normal for YTD	18.37"	16.72"	18.08"

AIR EMISSIONS SUMMARY FOR MAY 2020

MHI PLANT	No. of Permit Deviations below 129 SSI Rule Minimum Operating Parameters								Part 503e Limits		
	Temp	Venturi(s) PD	Precooler Flow	Spray Flow	Venturi Flow	Tray/PBs Flow	Scrubber	Any	THC	THC	BZ Temp
	12 hr ave (F)	12 hr ave (in. WC)	12 hr ave (GPM)	12 hr ave (GPM)	12 hr ave (GPM)	12 hr ave (GPM)	pH 3 hr ave	Bypass Stack Use	Mo. Ave (PPM)	DC (%)	Daily Ave Days >Max
ARMY BASE	0	1	0	0	0	0	0	2	28	90	0
BOAT HARBOR	0	0	0	n/a	0	0	0	3	16	96	0
CHES-ELIZ	0	0	0	0	0	0	0	0	24	100	0
VIP	0	0	0	n/a	0	0	1	1	45	98	0
WILLIAMSBURG	0	0	0	n/a	0	0	0	3	18	99	0

ALL OPERATIONS

DEQ Reportable Air Incidents:	2
DEQ Request for Corrective Action:	0
DEQ Warning Letter:	0
DEQ Notice of Violation:	0
Other Air Permit Deviations:	0
Odor Complaints Received:	1
HRSD Odor Scrubber H2S Exceptions:	1

AGENDA ITEM 16. –June 23, 2020

Subject: Closed Meeting

Recommended Action: In accordance with Section 2.2-3712A of the Code of Virginia, a motion is needed that we go into a closed meeting to consider legal matters concerning actual litigation as provided for in Section 2.2-3711A:

Purpose : Briefing and consultation
Specific Exemptions : (Va. Code §2.2-3711.A7)

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

AGENDA ITEM 17. – June 23, 2020

Subject: Reconvened Meeting

Recommended Action: Pursuant to Section 2.2-3712.D of the Code of Virginia, we will now have a roll call vote 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.

THE COMMISSION SECRETARY WILL CALL ON EACH MEMBER FOR THEIR VOTE.

1. Rick Elofson
2. Mike Glenn
3. Vishnu Lakdawala
4. Willie Levenston
5. Mo Lynch
6. Stephen Rodriguez
7. Elizabeth Taraski
8. Molly Ward