

HRSD Commission Meeting Agenda  
9:00 a.m. – September 28, 2021

Location: 1434 Air Rail Avenue, Virginia Beach, VA 23455

Public participation and observation of all HRSD Commission and committee meetings is available electronically via Zoom due to space limitations currently in place to protect the health of the Commissioners, staff and the public. To receive a link for virtual attendance/observation or to request accommodations to attend the meeting in-person, please send your request to Jennifer Cascio at [jcascio@hrsd.com](mailto:jcascio@hrsd.com) or by phone to 757.460.7003. Requests must be received by noon one business day prior to the meeting.

<u>No.</u>	<u>Topic</u>	<u>Resource</u>
	Call to Order	Elofson
	Roll Call of HRSD Commission	Cascio
1.	<a href="#">Awards and Recognition</a>	Henifin
2.	<a href="#">Consent Agenda</a>	Henifin
	a. <a href="#">Approval of Minutes</a>	
	b. <a href="#">Contract Awards</a>	
	c. <a href="#">Task Order</a>	
	d. <a href="#">Contract Change Order</a>	
	e. <a href="#">Sole Source</a>	
	f. <a href="#">HRSD Use of Existing Competitively Awarded Contract Vehicle and Contract Award</a>	
3.	<a href="#">Model 3 Billing Services Agreement Town of Smithfield</a>	Bernas
4.	<a href="#">Parallel Thimble Shoals Tunnel Project (Chesapeake Tunnel Joint Venture) Nutrient Offset Agreement Amendment</a>	Mitchell
5.	<a href="#">Center Avenue Force Main – 1207 Tyler Avenue Emergency Repairs New CIP and Initial Appropriation</a>	de Mik
6.	<a href="#">Middle Peninsula Operations Center Locker Room and Administrative Facilities Additional Appropriation and Contract Award</a>	Husselbee
7.	<a href="#">Treatment Plant Dewatering Replacement Phase I Additional Appropriation and Contract Award</a>	Husselbee
8.	<a href="#">Water Quality Department Instrumentation Equipment Initial Appropriation</a>	Pletl

No.	Topic	Resource
9.	<a href="#">Middlesex Interceptor System Program Phase II – Transmission Force Main Acquisition of Real Property – Tax Map 26-117B/John Clayton Memorial Highway, Gloucester, VA (Brenda H. Tobe)</a> <a href="#">Rangtang Road Pressure Reducing Station</a>	Husselbee
10.	<a href="#">Middlesex Interceptor System Program Phase II – Transmission Force Main Acquisition of Real Property – Tax Map 38-12-2/General Puller Highway, Middlesex County, VA (White Oak Development, LLC)</a> <a href="#">Wood Brothers Road Pump Station</a>	Husselbee
11.	<a href="#">Freedom of Information Act Policy Revision and Training</a>	Henifin
12.	<a href="#">Ethics Policy Revision and Training</a>	Henifin
13.	<a href="#">Remote Participation Policy Revision</a>	Henifin
14.	<a href="#">COVID-19 Wastewater Surveillance Study Update</a>	Gonzalez
15.	<a href="#">Executive Search Committee Report</a>	Levenston
16.	<a href="#">Staff Appointment – Assistant Commission Secretary</a>	Henifin
17.	<a href="#">Unfinished Business</a>	Henifin
18.	<a href="#">New Business</a>	Henifin
19.	<a href="#">Commissioner Comments</a>	
20.	<a href="#">Public Comments</a> - Public Comments to be made during the meeting should be submitted to Jennifer Cascio by email to <a href="mailto:jcascio@hrsdc.com">jcascio@hrsdc.com</a> or by phone to 757.460.7003, and must be received by noon one business day prior to the meeting.	Cascio
21.	<a href="#">Informational Items</a>	Henifin
	a. <a href="#">Management Reports</a>	
	b. <a href="#">Strategic Planning Metrics Summary</a>	
	c. <a href="#">Effluent and Air Summaries with Items of Interest</a>	
	d. <a href="#">Emergency Declaration – Center Avenue Force Main, 1207 Tyler Avenue, Newport News</a>	

Next Regular Commission Meeting Date: **October 26, 2021 at the North Shore Operations Complex, 2389 G. Avenue, Newport News, VA 23602**

## AGENDA ITEM 1. – September 28, 2021

**Subject:** Awards and Recognition

**Recommended Action:** No action is required.

**Brief:** Mr. Mike Martin, Chief of the Pretreatment Pollution Prevention (P3) Division will announce the **HRSD 28<sup>th</sup> Annual Pretreatment Excellence and Pollution Preventions Awards**. Each year HRSD recognizes local businesses for environmental excellence with Pretreatment Excellence and Pollution Prevention awards. This event is generally held as a luncheon with award winners and other special guests present. Unfortunately, COVID-19 forced the cancellation of the in-person for the second consecutive year. However, HRSD still publicly recognized all award winners and would like to highlight several special awards for the Commission.

**Pretreatment Excellence Awards:** There were 123 Pretreatment Excellence award winners for calendar year 2020. These facilities met 100 percent of their permit requirements. Facilities reaching major milestones included:

- **10 years of perfect compliance**

A Clean Bay Plumbing & Drain Cleaning  
J&J Enterprises of Suffolk Corporation

- **5 years of perfect compliance**

Department of Defense, AFETA Camp Peary  
Dominion Energy, Coal Combustion Byproduct Landfill Site  
Greystone of Virginia, Incorporated  
High Liner Foods – Newport News Plant  
JMS Foodservice, LLC – Suffolk  
NASA, Langley Research Center  
RILLCO, Incorporated

**Pollution Prevention (P2) Awards:** The Pollution Prevention (P2) Award distinguishes organizations for success in multi-media (air, land and water) efforts in reducing waste or its toxicity at the source. Earning Pollution Prevention (P2) awards this year were:

- **KINYO Virginia, INC.** (101-1,000 employees)

Kinyo Virginia, Inc.'s pollution prevention efforts consisted of recycling and reduction of hazardous wastes sent off site. In 2020, they focused on reducing the amount of top coating rubber waste by consolidating blanket types and streamlining production procedures to allow better scheduling of blanket types. This reduced left over rubber waste and lessened the cleaning requirements thereby reducing rubber remnants.

Kinyo Virginia Inc. maintains an Environmental Management System and their commitment is demonstrated through the mission statement of:

*Kinyo Virginia Inc. is dedicated to producing exception quality valued products to meet customer requirements while reducing environmental impacts by reducing, reusing and recycling of materials to help conserve natural resources and control emissions through compliance with governmental regulations.*

Kinyo Virginia, Inc. is ISO9001 and ISO 14001 compliant. They have also been a member of the Virginia Environmental Excellence Program at a Level 3 since 2014.

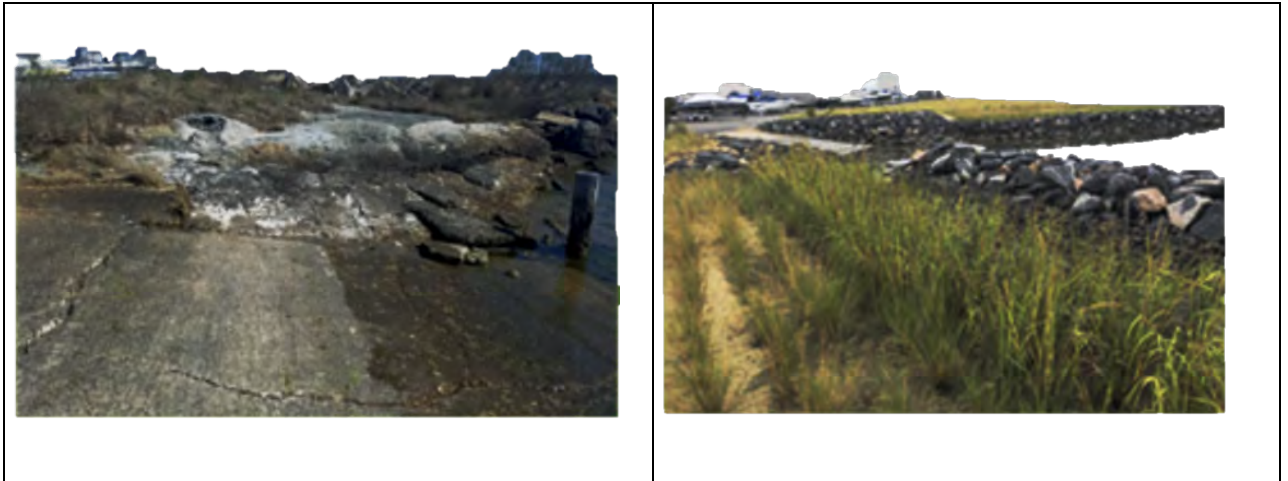
- **Department of the Air Force, Langley Air Force Base, Joint Base Langley - Eustis**  
(greater than 1,000 employees)

The Department of the Air Force, Langley Air Force Base, Joint Base Langley-Eustis project consisted of turning over 47,000 square feet of urbanized, impervious shoreline to native tidal wetland through a project completed in May 2020. This new wetland is a monumental improvement over past practices of placing large concrete barriers and debris along the bank.

Through the innovative use of existing physical concrete material and natural plant genetic material, the living shoreline was built with lower product costs, lower waste generation and higher plant diversity and genetic value. As a whole, living shorelines combine native wetland plants and rocky sills to protect coast land from erosion by building a gentle, natural slope. They are more resilient than hard shorelines such as bulkheads and can grow and adapt to changing conditions to better survive storms. They also filter water and create a vital habitat. It is estimated the living shorelines at Joint Base Langley-Eustis result in a reduction of 6,577 lbs. of sediment per year, a reduction of 85 lbs. of nitrogen per year, and a reduction of 5.3 lbs. of phosphorous per year. Recycling concrete and debris also resulted in the elimination of 125 tons of concrete and debris being sent to a landfill.

While nationally, the Air Force has a Pollution Prevention policy, Langley Air Force Base, Joint Base Langley-Eustis also their own P2 policy. It reads *“Our ability as Joint Base Langley-Eustis to conduct our mission requires daily operations in the land, sea and air environments. Protecting each is an integral and mandatory part of accomplishing our mission.”* Joint Base Langley-Eustis is committed to sustaining the installation through a CLEAN approach: Comply. Limit Impact. Execute Plans. Achieve Improvements. Notify.





All award winners were recognized in an [advertisement](#) in the July 21st edition of the Daily Press and Virginian Pilot newspapers.

P3 staff is working to hand deliver the awards to the winners, though there may be cases where awards must be mailed if the winner is outside of our Service Area (e.g. waste hauler).

## 28th Annual Pretreatment Excellence and Pollution Prevention Awards



Honors Local Businesses

*Congratulations to the following businesses for exemplary permit compliance and outstanding pollution prevention measures in 2020. These businesses pretreat their industrial wastewater before discharging it to HRSD's system. Their efforts help protect our waterways and other natural resources.*

### POLLUTION PREVENTION (P2) AWARDS

**101-1,000 EMPLOYEES:**  
KINYO VIRGINIA, INC.

**GREATER THAN 1,000 EMPLOYEES:**  
DEPARTMENT OF THE AIR FORCE, LANGLEY AIR  
FORCE BASE, JOINT BASE LANGLEY - EUSTIS

### DIAMOND EXCELLENCE AWARDS

**PERFECT COMPLIANCE (2002-2020)**  
MDM SEPTIC SERVICES, INCORPORATED

**PERFECT COMPLIANCE (2003-2020)**  
NAVAL WEAPONS STATION YORKTOWN -  
CHEATHAM ANNEX

**PERFECT COMPLIANCE (2004-2020)**  
ROYAL SILVER MANUFACTURING COMPANY,  
INCORPORATED

**PERFECT COMPLIANCE (2005-2020)**  
HAMPTON ROADS HAULING - WM OF VA, INC.  
WASTE INDUSTRIES, LLC

**PERFECT COMPLIANCE (2008-2020)**  
PARSLEY SEPTIC TANK SERVICE, INCORPORATED  
U.S. DEPARTMENT OF HOMELAND SECURITY,  
U.S. COAST GUARD, TRAINING CENTER  
YORKTOWN

**PERFECT COMPLIANCE (2009-2020)**  
NEWPORT NEWS SHIPBUILDING NORTH YARD  
RIVERSIDE REGIONAL MEDICAL CENTER  
SENTARA NORFOLK GENERAL HOSPITAL

**PERFECT COMPLIANCE (2010-2020)**  
ATLANTIC SEPTIC SYSTEMS, INCORPORATED  
BROCKWELL'S SEPTIC & SERVICE, INCORPORATED  
STIHL INCORPORATED  
U.S. NAVY, JOINT EXPEDITIONARY BASE FORT STORY

### DIAMOND AWARDS

**PERFECT COMPLIANCE (2011-2020)**  
A CLEAN BAY PLUMBING & DRAIN CLEANING  
J&J ENTERPRISES OF SUFFOLK CORPORATION

#### HRSD VISION:

*Future Generations will inherit clean  
waterways and be able to keep them clean.*

#### HRSD MISSION:

*We protect public health and the waters of  
Hampton Roads by treating wastewater effectively.*

### PLATINUM ACHIEVEMENT AWARDS

**PERFECT COMPLIANCE (2012-2020)**  
TOWN OF SMITHFIELD - REVERSE OSMOSIS PLANT

**PERFECT COMPLIANCE (2013-2020)**  
BUNDICK WELL & PUMP COMPANY

**PERFECT COMPLIANCE (2014-2020)**  
BROWN PLUMBING & SEPTIC LLC  
CITY OF NORFOLK MOORES BRIDGES  
WATER TREATMENT PLANT  
EASTERN VIRGINIA MEDICAL SCHOOL  
J.L. BISHOP CONTRACTOR, INCORPORATED  
KINYO VIRGINIA, INC.

**PERFECT COMPLIANCE (2015-2020)**  
ADVEX CORPORATION  
AUXILIARY SYSTEMS, INCORPORATED  
BALL METAL BEVERAGE CONTAINER CORPORATION  
GOODMAN'S SEPTIC TANK SERVICE  
MILLER'S SEPTIC SERVICE, INCORPORATED  
PENINSULA HOSPITAL SERVICES, INCORPORATED  
SUBURBAN PLUMBING COMPANY  
U.S. NAVY, NAVAL AIR STATION OCEANA  
U.S. NAVY, NAVAL STATION NORFOLK  
WANCHESE FISH COMPANY, INCORPORATED

### PLATINUM AWARDS

**PERFECT COMPLIANCE (2016-2020)**  
DEPARTMENT OF DEFENSE, AFETA CAMP PEARY  
DOMINION ENERGY, COAL COMBUSTION  
BYPRODUCT LANDFILL SITE  
GREYSTONE OF VIRGINIA, INCORPORATED  
HIGH LINER FOODS - NEWPORT NEWS PLANT  
JMS FOODSERVICE, LLC - SUFFOLK  
NASA, LANGLEY RESEARCH CENTER  
RILLCO, INCORPORATED

### GOLD AWARDS

A.B.A. WELL AND SEPTIC SERVICES, INCORPORATED  
ADVANCED FINISHING SYSTEMS, INCORPORATED  
ADVANCED SEPTIC AND SEWER  
ANHEUSER-BUSCH, LLC  
ARCONIC HAMPTON OPERATIONS  
ATLANTIC CONSTRUCTORS  
BAE SYSTEMS NORFOLK SHIP REPAIR, INCORPORATED  
BASF CORPORATION - WILLIAMSBURG  
BON SECOURS DEPAUL MEDICAL CENTER  
BON SECOURS MARYVIEW MEDICAL CENTER  
BOTTLING GROUP, LLC - NEWPORT NEWS  
BROWNLEY SEPTIC SERVICE, INC

### GOLD AWARDS CONT.

CANON ENVIRONMENTAL TECHNOLOGIES INCORPORATED  
CANON VIRGINIA INCORPORATED  
CB'S/TURLINGTON SEPTIC SERVICE, INCORPORATED  
CHESAPEAKE REGIONAL MEDICAL CENTER  
CHILDREN'S HOSPITAL OF THE KING'S DAUGHTERS  
CITY OF NORFOLK KRISTEN M. LENTZ WATER TREATMENT PLANT  
CITY OF VIRGINIA BEACH, LANDFILL #2  
COLONNA'S SHIPYARD, INCORPORATED  
CULLIGAN OF GREATER VIRGINIA  
DEPARTMENT OF THE AIR FORCE,  
LANGLEY AIR FORCE BASE, JOINT BASE LANGLEY - EUSTIS  
DOMINION ENERGY, CHISMAN SITE  
ELECTRIC MOTOR & CONTRACTING COMPANY, INCORPORATED  
FORREST SEWER PUMP SERVICE, INCORPORATED  
G. ROBERT HOUSE, JR WATER TREATMENT FACILITY  
GENERAL DYNAMICS NASSCO-NORFOLK  
GENERAL DYNAMICS NASSCO-NORFOLK HARPER FACILITY  
HAMPTON ROADS TRANSIT NORTH SIDE FACILITY  
HAMPTON ROADS TRANSIT SOUTHSIDE OPERATIONS COMPLEX  
HAMPTON/NASA STEAM PLANT  
HAMPTON VETERANS AFFAIRS MEDICAL CENTER  
HARWOOD'S MILL WATER TREATMENT PLANT  
HEPACO, LLC  
JBLE - FORT EUSTIS  
JERRY'S SEPTIC TANK SERVICE  
LIQUID ENVIRONMENTAL SOLUTIONS  
MOORE'S PORTABLE SOLUTIONS  
NAVAL SUPPORT ACTIVITY HAMPTON ROADS  
NAVAL SUPPORT ACTIVITY HAMPTON ROADS,  
PORTSMOUTH ANNEX  
NAVAL WEAPONS STATION YORKTOWN  
NEW REALM BREWING COMPANY  
NEWPORT NEWS SHIPBUILDING MAIN YARD  
NORFOLK AIRPORT AUTHORITY,  
NORFOLK INTERNATIONAL AIRPORT  
NORFOLK PUBLIC HEALTH CENTER  
NORFOLK SOUTHERN RAILWAY COMPANY  
PERDUE AGRIBUSINESS LLC  
PLASSER AMERICAN CORPORATION  
PORTSMOUTH MARINE TERMINAL  
QUATRA ENVIRONMENTAL SOLUTIONS, INCORPORATED  
ROYAL FLUSH LTD.  
S.B. COX INCORPORATED  
SENTARA CAREPLEX HOSPITAL  
SENTARA LEIGH HOSPITAL  
SENTARA PRINCESS ANNE HOSPITAL  
SENTARA VIRGINIA BEACH GENERAL HOSPITAL  
SENTARA WILLIAMSBURG REGIONAL MEDICAL CENTER  
SERVICE METAL FABRICATORS, INCORPORATED  
SHARED HOSPITAL SERVICES  
SMITHFIELD FRESH MEATS CORPORATION - NORTH FACILITY  
SOLENSIS LLC  
SOUTHEASTERN PUBLIC SERVICE AUTHORITY OF VIRGINIA,  
REGIONAL LANDFILL  
STEMMLE PLUMBING REPAIR, INC.  
STIHL INCORPORATED  
SUEZ WATER TECHNOLOGIES AND SOLUTIONS  
THE JULIAN COMPANIES  
TRUDY'S PORTABLE TOILETS, INC.  
U.S. NAVY, JOINT EXPEDITIONARY BASE, LITTLE CREEK  
UNITED SITE SERVICES OF MD  
UNITED STATES DEPARTMENT OF ENERGY,  
THOMAS JEFFERSON NATIONAL ACCELERATOR FACILITY  
VA BIO SUPPLY LLC  
VALLEY PROTEINS, INCORPORATED  
VIRGINIA BIODIESEL REFINERY, LLC  
VIRGINIA INTERNATIONAL GATEWAY  
VIRGINIA PUMP AND MOTOR COMPANY, INCORPORATED  
VIRGINIA SILVER PLATING, INCORPORATED  
WALTER C. VIA ENTERPRISE, INCORPORATED  
WESTERN BRANCH DIESEL, INCORPORATED  
WHEELABRATOR PORTSMOUTH INCORPORATED -  
REFUSE DERIVED FUEL FACILITY  
WHEELABRATOR PORTSMOUTH INCORPORATED -  
WASTE TO ENERGY FACILITY  
WOOD SEPTIC TANK COMPANY, INCORPORATED  
YOGI BEAR'S JELLYSTONE PARK CAMP AT GLOUCESTER POINT  
YUPO CORPORATION AMERICA

## AGENDA ITEM 2. – September 28, 2021

**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.	<a href="#">Ammonium Sulfate Blanket Purchase Agreement</a>	\$578,075
2.	<a href="#">Private Pump Station Improvements</a>	\$750,000
3.	<a href="#">StackVision Software Support</a>	\$206,250
4.	<a href="#">Williamsburg Treatment Plant Emerson Ovation Evergreen Program</a>	\$599,782

c. Task Orders

1.	<a href="#">Chesapeake-Elizabeth Treatment Plant Wastewater Process Tank Cleaning Services</a>	\$298,168
2.	<a href="#">South Norfolk Area Gravity Sewer Improvements, Phase 2</a>	\$647,450

d. Contract Change Orders

1.	<a href="#">James River Treatment Plant Digester Tank #2 Interior Steel Restoration</a>	\$46,300
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e. Sole Source

1.	<a href="#">James River Treatment Plant Advanced Nutrient Reduction Improvements</a>
2.	<a href="#">Trojan Ultraviolet Disinfection System Replacement Parts and Repairs</a>

f. HRSD Use of Existing Competitively Awarded Contract Vehicle and Contract Award

1.	<a href="#">Information Technology Consulting Services</a>	\$1,250,000
2.	<a href="#">Walk-In Payments at Retail Locations and Payment Kiosk Solution</a>	\$786,111

## CONSENT AGENDA ITEM 2.b.1. – September 28, 2021

**Subject:** Ammonium Sulfate Blanket Purchase Agreement  
Contract Award (>\$200,000)

**Recommended Action:** Award a blanket purchase contract for Ammonium Sulfate to Univar Solutions USA, Inc. in the estimated amount of \$115,615 for year one with four annual renewal options and an estimated cumulative value in the amount of \$578,075.

**Type of Procurement:** Competitive Bid

<b>Bidder</b>	<b>Bid Amount</b>
Univar Solutions USA, Inc.	\$115,615

**HRSD Estimate:** \$115,615

**Contract Description:** This contract is an agreement for Ammonium Sulfate, 38-40 percent solution. Ammonium Sulfate is used to chemically remove phosphorus in the biological process. This product is used to create a residual chlorine when ammonia levels are too low from high nitrogen removal.

**Analysis of Cost:** Unit prices submitted are in line with the FY-2022 Budget Projections and therefore match the HRSD Requisition Estimate for a new term agreement. The Solicitation was advertised to multiple Bidders, and after inquiring, it was determined that Suppliers either did not feel they could be competitive for this product or could not meet HRSD's volume requirements.



## CONSENT AGENDA ITEM 2.b.2. – September 28, 2021

**Subject:** Private Pump Station Improvements  
Contract Award (>\$200,000)

**Recommended Action:** Award contracts for private pump station improvements and maintenance to Virginia Pump and Motor Company, Inc. and Forrest Sewer Pump Service in the estimated total amount of \$500,000 for year one with one annual renewal option and an estimated cumulative value in the amount of \$750,000.

**CIP Project: CE011837**

Budget	\$1,500,000
Previous Expenditures and Encumbrances	(\$481,619)
Available Balance	\$1,018,381

**Type of Procurement:** Competitive Bid

Bidder	Bid Amount
Virginia Pump and Motor Company, Inc.	\$243,500
Forrest Sewer Pump Service	\$288,300
EMS Industrial Inc.	Non-Responsive

**HRSD Estimate:** \$750,000

**Contract Description:** This contract is an agreement for the contractors to furnish all labor, equipment, materials, and supervision required to upgrade multiple existing private wastewater pump stations located within HRSD's service area including, but not limited to, Chesapeake, Norfolk, and Virginia Beach. These pump stations range from 10 - 250 gallons per minute with the majority being less than 100 gallons per minute. Other related services include, but are not limited to, obtaining all required permits, demolition of existing related facilities, electrical service upgrades, wet well cleaning, temporary bypass pumping, and pump and haul services. Task orders will be assigned to either Virginia Pump and Motor or Forrest Pump based on HRSD needs.

**Project Description:** This project will complete upgrades on private pump stations that cannot meet the new pressure policy when the Chesapeake-Elizabeth Treatment Plant is closed, and all flow is diverted to the Atlantic Treatment Plant at the end of calendar year 2021. Approximately 50 pump stations have been identified as potential at-risk stations. HRSD and their consultant will gather more information about these stations to determine improvements needed, such as changing out pumps or pump components. The project budget includes improvements for up to forty private pumping stations, some of which may be completed in 2021, while other pump stations may be monitored after the flow diversion if these facilities are determined by our Engineer to be hydraulically adequate. HRSD will work with local maintenance service providers to make improvements now through the end of 2022, one year after the diversion is implemented.

**Analysis of Cost:** The individual labor rates were reviewed and determined to be fair and reasonable. The above bid amounts do not include any additional equipment or replacement parts that may be needed.

<b>Schedule:</b>	PER	May 2021
	Design	August 2021
	Construction	October 2021
	Project Completion	December 2022

CONSENT AGENDA ITEM 2.b.3. – September 28, 2021

**Subject:** StackVision Software Support  
Contract Award (>\$200,000)

**Recommended Action:** Award a contract to ESC Spectrum Corporation for StackVision Software Support in the amount of \$41,250 for year one with four annual renewal options and an estimated cumulative value in the amount of \$206,250.

**Type of Procurement:** Sole Source

All services were previously approved as a sole source with Environmental Systems Corporation (now known as ESC Spectrum Corporation) in January 2016.

**HRSD Estimate:** \$41,250

**Contract Description:** This contract is an agreement for annual maintenance of the ESC StackVision software. This software is installed at five incinerator plants on their Continuous Emissions monitoring systems. ESC will continue to perform engineering services to maintain the configuration of the StackVision software.

**Analysis of Cost:** ESC is providing a 25 percent discount off all support services and will be locking in their annual rate for the first two years.

CONSENT AGENDA ITEM 2.b.4. – September 28, 2021

**Subject:** Williamsburg Treatment Plant Emerson Ovation Evergreen Program  
Contract Award (>\$200,000)

**Recommended Action:** Award a contract to Emerson Process Management Power & Water Solutions, Inc. in the amount of \$599,782.

**Type of Procurement:** Sole Source

All services were previously approved as a sole source with Emerson Process Management Power & Water Solutions, Inc. in June 2016.

**HRSD Estimate:** \$599,782

**Contract Description:** This is a contract award using the Emerson Master Evergreen Program Agreement. The Ovation Evergreen offers an effective solution for managing and eliminating system obsolescence. This upgrade will be provided to the Williamsburg Treatment Plant on their Distributed Control Systems (DCS) to ensure their operating system is current and supported.

**Analysis of Cost:** Pricing structure includes a 10 percent Annual Volume and Corporate discount.

## CONSENT AGENDA ITEM 2.c.1. – September 28, 2021

**Subject:** Chesapeake-Elizabeth Treatment Plant Wastewater Process Tank Cleaning Services Task Order (>\$200,000)

**Recommended Action:** Approve a task order with Hepaco LLC in the amount of \$298,168.

<b>Contract Status:</b>	<b>Amount</b>
Original Contract with Hepaco LLC	\$0
Total Value of Previous Task Orders	\$246,429
Requested Task Order	\$298,168
Total Value of All Task Orders	\$544,597
Revised Contract Value	\$544,597

**Task Order Description:** This task order will provide wastewater tank cleaning services for three secondary clarifiers, three contact tanks and 12 aeration tanks located at the Chesapeake-Elizabeth Treatment Plant. The agreement was previously approved by Commission in July 2018. All previous task orders were below Commission approval threshold.

**Analysis of Cost:** The cost for this task order is based on the unit pricing listed the Hepaco contract.

## CONSENT AGENDA ITEM 2.c.2. – September 28, 2021

**Subject:** South Norfolk Area Gravity Sewer Improvements, Phase 2  
Task Order (>\$200,000)

**Recommended Action:** Approve a task order with Brown & Caldwell in the amount of \$647,450.

**CIP Project: AT013110**

Budget	\$10,566,000
Previous Expenditures and Encumbrances	(\$215,901)
Available Balance	\$10,350,099

<b>Contract Status:</b>	<b>Amount</b>
Original Contract with Brown & Caldwell	\$215,901
Total Value of Previous Task Orders	\$0
Requested Task Order	\$647,450
Total Value of All Task Orders	\$647,450
Revised Contract Value	\$863,351
Engineering Services as % of Construction	9.2%

**Project Description:** This project will rehabilitate and/or replace gravity sewer segments and manholes in the South Norfolk area of Chesapeake. This work is listed in Phase Two of the U.S. EPA Consent Decree Rehabilitation Action Plan and must be complete by May 5, 2025. The pipeline under I-264 in South Norfolk adjacent to State Street Pump Station was addressed under a separate CIP project, AT013100 South Norfolk Gravity Sewer Improvements, Phase 1. Condition assessment activities indicate that the project assets present a material risk of failure due to inflow/infiltration and physical condition defects.

**Task Order Description:** This task order will provide design and pre-construction phase services to competitively bid the construction project.

**Analysis of Cost:** The cost for this task order is based on hourly labor rates and an estimated number of labor hours considered reasonable as compared to other construction projects.

<b>Schedule:</b>	PER	September 2020
	Design	October 2021
	Bid	October 2022
	Construction	March 2023
	Project Completion	May 2024

## CONSENT AGENDA ITEM 2.d.1. – September 28, 2021

**Subject:** James River Treatment Plant Digester Tank #2 Interior Steel Restoration  
Contract Change Order (>25% or \$50,000)

**Recommended Action:** Approve a change order with Commonwealth Epoxy Coatings Inc. in the amount of \$46,300.

<b>Contract Status:</b>	Amount	Cumulative % of Contract
Original Contract with Commonwealth Epoxy Coatings, Inc.	\$178,635	
Total Value of Previous Change Orders	\$4,849	2.71%
Requested Change Order No. 2	\$46,300	
Total Value of All Change Orders	\$51,149	31.34%
Revised Contract Value	\$229,784	

Time (Additional Calendar Days)		28
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**Change Order Description:** This change order is to extend the life of digester tank #2. Staff at the treatment plant has asked to make repairs to try and extend the life for 10 years due to the high cost to take a digester out of service for cleaning. The contractor shall supply all material, labor, tools and equipment to replace the severely deteriorated steel and blast and coat throughout as the digester as it will be in service for 10 years before coming out of service again.

**Analysis of Cost:** The cost of this change order is based on the pre-negotiated unit rates per the Annual Coating Services contract.

CONSENT AGENDA ITEM 2.e.1 – September 28, 2021

**Subject:** James River Treatment Plant Advanced Nutrient Reduction Improvements (ANRI)  
Sole Source (>\$10,000)

**Recommended Action:** Approve the use of Partial Denitrification-Anammox (PdNA) Moving Bed Biofilm Reactor (MBBR) equipment by World Water Works, Inc.

**CIP Project:** JR013400

**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:** World Water Works, Inc. (WWW) is a licensing partner for HRSD's ammonia versus NOx (AvN) and PdNA technologies, which are patented or patent pending in the United States. WWW brings expertise and experience in aerobic and anoxic MBBR design, specifically related to AvN and PdNA, that is not available from any other sources in North America.

**Project Description:** The James River Treatment Plant (JRTP) Advanced Nutrient Reduction Improvements project will include the design, construction, and commissioning of improvements to the secondary treatment process at the JRTP. These advanced secondary treatment improvements, including new secondary clarifiers, will be required to provide stable source water quality that meets the influent requirements of the full scale JRTP SWIFT Facility.

This project is being delivered together with the James River SWIFT Facility (GN016360) project under one design-build comprehensive Agreement (contract) with the joint venture of Ulliman Schutte – Alberici (US-A JV). This sole-source will allow the US-A JV to work with directly WWW to design and construct the PdNA MBBR system for JRTP.

HRSD's development and demonstration of PdNA has been quite promising as applied in the case of the full-scale and pilot-scale York River Treatment Plant (YRTP) deep-bed denitrification filters and the JRTP pilot-scale MBBRs and integrated fixed film activated sludge (IFAS) reactors. This project will implement a polishing MBBR that will be operated in PdNA mode to provide stable influent water quality for SWIFT. Recent pilot testing at the BNR pilot facility and at JRTP has proven out this concept.

CONSENT AGENDA ITEM 2.e.2. – September 28, 2021

**Subject:** Trojan Ultraviolet Disinfection System Replacement Parts and Repairs  
Sole Source (>\$10,000)

**Recommended Action:** Approve the use of Trojan Ultraviolet (UV) Disinfection System Replacement Parts and Repairs by Heyward 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 Trojan UV Disinfection System replacement parts and associated maintenance and repairs. The Onancock Wastewater Treatment Plant was recently acquired by HRSD and has two Trojan UV Disinfection Systems currently installed. The system disinfects the effluent water which is required by permit. The system is designed and engineered to run as a unit and all replacement parts must be provided by the original manufacturer. Unless the entire system is replaced, parts are not interchangeable with other manufacturer brands.



CONSENT AGENDA ITEM 2.f.1. – September 28, 2021

**Subject:** Information Technology Consulting Services  
HRSD Use of Existing Competitively Awarded Contract Vehicle and Contract Award  
(>\$200,000)

**Recommended Actions:**

- a. Approve the use of the City of Virginia Beach's contract for Information Technology Consulting Services in accordance with the terms and conditions of the City of Virginia Beach's contract #COVB-21-100075.
- b. Award a contract to Marathon Consulting in the estimated amount of \$250,000 for one year with the option to renew for four additional years with an estimated cumulative value of \$1,250,000.

**HRSD Estimate: \$250,000**

**Contract Description:** This contract will be utilized by the Information Technology Division to provide support on an as needed basis in areas like Microsoft 365, SharePoint Online, Project Portfolio Management, and PowerBI Data Analytics. This support includes but is not limited to technical expertise and guidance on industry best practices and Information Technology Program and Project Management.

**Analysis of Cost:** By utilizing the cooperative contract through the City of Virginia Beach, HRSD is receiving fair and reasonable labor rates based upon similar contracts.

CONSENT AGENDA ITEM 2.f.2. – September 28, 2021

**Subject:** Walk-In Payments at Retail Locations and Payment Kiosk Solution  
HRSD Use of Existing Competitively Awarded Contract Vehicle and Contract Award  
(>\$200,000)

**Recommended Actions:**

- a. Approve the use of the National Cooperative Purchasing Alliance (NCPA) contract #11-53 for walk-in payments and a payment kiosk from Fiserv Inc.
- b. Approve a contract award to Fiserv Inc. in the estimated amount of \$223,723 for one year with four annual renewal options and an estimated cumulative value of \$786,111.

**HRSD Estimate:** \$197,500 (one year)

**Contract Description:** In an effort to improve customer service by providing easy and convenient payment options, HRSD is seeking to use retail outlets and a 24/7 payment kiosk at 1434 Air Rail Avenue in Virginia Beach. This contract is an agreement to provide walk-in payment services at various retail locations throughout HRSD's service area including implementation, online account reporting, and service fees. The retail locations will accept HRSD's customer payments, process, report, and remit the funds to HRSD. This contract also includes an agreement to provide an outdoor payment kiosk solution including hardware, software, implementation, integration, maintenance and support services, and transaction fees. The payment kiosk will accept cash, credit card, debit card, and e-Check payments for HRSD and HRUBS bills. It will integrate with the HRSD's Oracle Customer Care and Billing (CC&B) billing system to obtain real-time account information and real-time account updates for payments processed. Transaction and processing fees will be absorbed by HRSD and not passed on to the customer.

**Analysis of Cost:** The pricing under this cooperative contract through NCPA was found to be fair and reasonable in comparison to other providers of these types of services.

AGENDA ITEM 3. – September 28, 2021

**Subject:** Model 3 Billing Services Agreement  
Town of Smithfield

**Recommended Action:** Authorize the General Manager to execute the Model 3 Billing Services Agreement with the Town of Smithfield, substantially as presented, together with such changes, modifications and deletions as the General Manager may deem necessary.

**Brief:** HRSD provides billing services to our Localities which allows for economies of scale for software, bill print and payment services. There are four different billing models available based on Locality preferences. The Model 3 billing model is the most integrated version. This model allows Localities to use HRSD's Customer Care and Billing (CC&B) software as their billing system for no cost. Model 3 customers receive a combined Hampton Roads Utility Billing Service (HRUBS) bill with both Locality and HRSD charges. HRSD sends the bills to our print/mail/e-bill vendor and receives customer payments and allocates them between HRSD and the jurisdiction.

Staff is working on developing billing services agreements with each Locality that define roles and responsibilities for each party. This includes billing and payment services, delinquencies, fund transfers, and data security. After this agreement is executed, staff will begin integrating the Town into our system which is expected to be completed by early 2022.

This [agreement](#) with the Town of Smithfield will be the third agreement to be executed. King William County was approved by the Commission in July 2018 and the City of Suffolk approved at the November 2018 meeting.

The agreement was reviewed by general counsel.

**September 9, 2021**

**BILLING SERVICES AGREEMENT**

**Model 3**

**between**

**Hampton Roads Sanitation District**

**and**

**Town of Smithfield**

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## BILLING SERVICES AGREEMENT

THIS BILLING SERVICES AGREEMENT (this "**Agreement**"), effective as of September 9, 2021 (the "**Effective Date**"), is entered into between Hampton Roads Sanitation District ("**HRSD**") and the Town of Smithfield, Virginia ("**Locality**"), collectively the "**Parties**" and individually a "**Party**," each a political subdivision of the Commonwealth of Virginia.

### RECITALS

A. HRSD provides centralized wastewater interception and treatment services within Hampton Roads and surrounding areas (the "**Service Area**"), including such services for Locality.

B. Locality provides wastewater collection and other public services within its jurisdictional area.

C. The Parties agree that centralized billing, collection, and related services to be provided by HRSD for Locality's wastewater Customers and other utility Customers provides efficiencies and is mutually beneficial to the Parties and is in the best interests of the Parties' Customers. The Parties currently work together and participate in such a system for centralized billing and related services, and this Agreement sets forth those current practices and establishes a more explicit framework therefor. Consistent with the above, the Parties' joint intent is that the Parties will use their respective existing systems, unless inconsistent with the terms of this Agreement, and provide the services and functions accommodated thereunder.

D. Nothing in this Agreement alters or supersedes any rights or obligations of either Party under Virginia law or otherwise under their organizing documents.

**NOW, THEREFOR**, in consideration for the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, the Parties agree as follows.

### Article I Definitions

1.1 Authorized Employees shall mean employees, independent contractors and agents of a Party who are authorized by the Party to access Personal Information and other data in the HRSD Billing System or other systems of either Party to enable the Party to perform its obligations under the Agreement.

1.2 Billing Data shall mean water and any other meter readings, including the readings for any HRSD-approved Customer water and/or sewer meters and connection information, Customer identifying information, and other data and information necessary for billing and collection and customer service purposes, including the opening of new Customer accounts

(which may consist of new system connections requiring the collection of Facility Charges) and the closing of accounts.

1.3 Customer shall mean a person, corporation, or other entity who is the recipient of water, sewer, or other utility services by one or both of the Parties.

1.4 Effective Date shall mean the date first stated above.

1.5 Facility Charges shall mean HRSD charges to cover the cost of treatment and conveyance capacity consumed by new development or redevelopment and are applied to any sewer or sewer system discharging into HRSD facilities and any increase to existing service.

1.6 Highly Sensitive Personal Information shall mean Customer social security numbers, other government-issued identification numbers, passwords or PINs, credit card or debit or financial account numbers, credit report information, and answers to security questions.

1.7 HRSD Billing System shall mean HRSD's information technology and other systems for utility services billings, collections, and Customer service, including, but not limited to, the service and billing system that operates under the trade name Hampton Roads Utility Billing Service or "HRUBS."

1.8 HRSD Sewer Charges shall mean HRSD interception and treatment charges and Facility Charges..

1.9 Locality Customer Account Information shall mean a Customer's identifying information, billing information and history, and information concerning the utility services affecting the Customer, including Personal Information.

1.10 Other Locality Charges shall mean Locality charges for water service and supply, wastewater collection, solid waste collection, stormwater, any other utility services, or any Locality utility taxes assessed to a Customer.

1.11 Personal Information shall mean information pertaining to an individual that identifies or can reasonably be used to identify an individual, including, without limitation, names, addresses, and Highly Sensitive Personal Information.

1.12 Security Breach shall mean, with respect to a Party, any unauthorized access and acquisition of unencrypted and unredacted computerized data that compromises the security or confidentiality of Personal Information maintained by a Party and that causes, or the Party reasonably believes has caused, or will cause, identity theft or other fraud to any individual who is a Customer of the other Party.

1.13 Security Officer shall mean each Party's primary security contact in regard to its obligations under the Agreement.

## **Article 2**

### **Billing Services**

2.1 Services Provided by HRSD. HRSD is able to provide the following services in the Service Area, including to Locality:

- (a) Billing and collection for HRSD Sewer Charges.
- (b) Billing and collection for Other Locality Charges.
- (c) Operations of the HRUBS Customer service center.
- (d) Billing and collection of late payment charges for the Other Locality Charges.
- (e) Customer payment schedules for Other Locality Charges.
- (f) Arrangements for third-party collection efforts for delinquent Other Locality Charges for inactive accounts, and Commonwealth of Virginia state income tax refund intercept services therefor.
- (g) HRSD Billing System computers and associated maintenance limited to approximately one computer per 10,000 Locality customers to be configured to perform billing system functions only and which is remotely monitored and maintained.

#### 2.2 Locality Service Models

Understanding the ability of HRSD to provide those services set forth in Section 2.1 above, Locality may elect the types and structure of services to be provided by HRSD in accordance with established models of service. Locality elects to receive services from HRSD in accordance with, HRSD agrees to provide services to Locality in accordance with, and the Parties agree to be bound by the terms and conditions of, the elected Model \_\_\_\_ as follows:

- (1) Model 1 – See **Exhibit A.**
- (2) Model 2 – See **Exhibit B.**
- (3) Model 3 – See **Exhibit C.**
- (4) Model 4 – See **Exhibit D.**

2.3 Performance Standards. In the performance of their respective duties under this Agreement, the Parties agree to conform to the following performance standards.

- (a) **General.** In their performance under this Agreement, the Parties shall exercise due care and adhere to accepted management practices, including, but not limited to, the selection, training, and retention of their respective personnel who implement the Agreement.
- (b) **Timeliness and Accuracy of Customer Data and Billing Data.** In their performance under this Agreement, the Parties shall exercise due care and accepted management practices to



maintain the accuracy of Billing Data and Personal Information, including the timeliness of their management thereof. Parties will designate specific contacts for timely responses to inquiries between the Parties.

(c) **Timely Resolution of Disputes.** Both Parties shall exercise accepted management practices to achieve the timely resolution of Customer complaints and disputes. Each Party shall endeavor to resolve routine Customer complaints and disputes on the initial phone call or exchange of correspondence relating thereto; provide for and identify for the Customer a specific contact individual; and endeavor to promptly follow up with the Customer in those cases where subsequent communication by the Party is needed. The Parties shall keep records adequate to evaluate their consistency with these standards.

(d) **Emergency and Weather Events.** The Parties shall exercise accepted management practices in their handling of the functions addressed by this Agreement during and after emergency and extreme weather events. The Parties shall develop and implement emergency and disaster plans which address the services and functions provided for in this Agreement.

2.4 **Systems Security.** Each Party agrees to implement and maintain reasonable and appropriate administrative, technical and physical safeguards to protect the confidentiality, integrity and security of the Party's systems and data in its care, custody or control from reasonably foreseeable threats and risks. Additionally, each Party agrees:

(a) that it will ensure that only its Authorized Employees will access the other Party's systems or the Customer data maintained in the other Party's systems;

(b) that it will ensure that its Authorized Employees maintain the confidentiality of, and do not share or otherwise disclose, their authentication credentials for accessing the other Party's systems (and it will notify the other Party immediately upon discovery of any such sharing or disclosure);

(c) to be responsible for the actions of its employees, independent contractors and agents in accessing or using the other Party's systems or in accessing, updating, modifying or using Customer data maintained in the other Party's systems;

(d) to ensure that its employees, independent contractors and agents access and use Customer data only as necessary to perform the Party's responsibilities under this Agreement or to provide its services to its Customers; and

(e) to comply with applicable law in connection with its performance under this Agreement and its access to and use of Customer data.

Neither party shall have any liability to the other Party in connection with any Security Breach caused by or initially facilitated through the employees, independent contractors, agents or systems of the other Party.

## 2.5 Procedures in the Event of a Security Breach.

(a) Each Party shall provide the other Party with the name and contact information of its Security Officer and their backup who shall serve as the Party's primary security contact and who shall be available to assist the other Party in effecting and resolving obligations in the event of a Security Breach.

(b) Each Party shall take reasonable steps and use best efforts to immediately remedy any Security Breach and prevent any further Security Breach at its own expense in accordance with applicable privacy rights, laws, regulations, and standards. Notwithstanding the above, each Party (as a "Responsible Party") shall reimburse the other Party for actual, reasonable costs incurred by the other Party in responding to, and mitigating damages caused by any Security Breach or misuse of Customer data that is caused by or initially facilitated through the employees, independent contractors, agents or systems of the Responsible Party, including all costs of notice and/or remediation.

(c) Both Parties agree that they shall not make any public release of information concerning any Security Breach without first coordinating a response to the Security Breach, except as may be required by federal or Virginia law. The Parties shall coordinate messaging and contents of any notice of a Security Breach, including the effects thereof on any Customers and the nature and extent of any remediation.

(d) Both Parties agree to fully and reasonably cooperate with each other in any litigation or other formal action resulting from a Security Breach, including to protect their rights and obligations relating to the use, disclosure, protection and maintenance of Personal Information.

2.6 Return or Destruction of Personal Information. If at any time a Party requests that the other Party return or destroy Personal Information relating to any Customer or prior Customer of such Party which is no longer necessary for the purposes provided in this Agreement, the other Party shall promptly return all copies or records, whether in written, electronic, or other form or media, of Personal Information in its possession, or securely dispose of all such copies or records in accordance with the Library of Virginia's Public Utilities record retention schedules, and certify in writing to the Party that such Personal Information has been returned or disposed of securely.

2.7 Authorized Employees.

(a) Each Party shall implement within its personnel hiring and retention system appropriate personnel integrity and security procedures.

(b) Each Party shall at all times cause each of its Authorized Employees to strictly abide by the Party's obligations under the Agreement and the Party's policies and procedures implementing the Agreement.

(c) The Parties further agree that each Party shall maintain and implement a disciplinary process to address any unauthorized access, use, or disclosure of any Personal Information or data from, or associated with, the Customer billing systems and Customer data of either Party. On the request of a Party, the other Party shall provide the procedures and standards of its disciplinary process.

(d) On a Party's written request, the other Party shall promptly identify in writing all of its Authorized Employees as of the date of the request.

### **Article 3**

#### **Term**

#### 3.1 Term: Termination.

(a) Initial Term. The initial term of this Agreement shall be five (5) years from the Effective Date.

(b) Extension Terms. After the initial term, this Agreement shall be automatically extended, unless a Party provides written notice to the other Party of its intent to not extend at least twelve (12) months prior to the termination date.

3.2 Termination for Convenience. Either Party may terminate the Agreement for its own convenience by giving the other Party no less than 24 months written notice prior to its desired termination date

#### 3.3 Termination for Non-Performance.

(a) In the event of any material failure of a Party to perform its obligations under this Agreement, the other Party may provide written notice to the non-performing Party, specifying with particularity the failures to perform. In any such event, the non-performing Party shall be allowed a cure period of thirty (30) days to correct the non-performance, or if the non-performing party proceeds with diligence to cure but the cure will necessarily take longer than thirty (30) days, then the cure period shall be greater than thirty (30) days but no greater than ninety (90) days.

(b) In the event that the non-performing Party does not cure and resume acceptable performance by the end of the cure period provided in subsection (a) immediately above, the other Party may (but is not obligated to) by written notice terminate the Agreement.

3.4 Actions Upon Expiration or Termination. In the event of expiration or termination of this Agreement, the Parties shall have no further obligations hereunder, except that obligations and liabilities that accrue prior to the expiration or termination shall survive, and the confidentiality and security obligations pursuant to sections 2.23 through 2.26 shall survive to each of the Parties with respect to retained data that concerns the other Party.

3.5 Amendment. This Agreement may be amended only by a writing duly executed by both Parties.

#### **Article 4 Representations**

4.1 Representations. The Parties each represent and warrant as of the Effective Date as follows:

(a) Existence. It has the power and lawful authority to enter into and perform its obligations under this Agreement and any other documents required by this Agreement.

(b) Authorization. The execution, delivery, and performance by, of, and under this Agreement and any related agreements have been duly authorized by all necessary action on its behalf, and do not and will not violate any provision of its organizational documents or result in a material breach of, or constitute a material default under, any agreement, indenture, or instrument of which it is a party or by which it or its properties may be bound or affected.

(c) Litigation. To the best of the Party's knowledge, there are no actions, suits, or proceedings pending or threatened against it or any of its properties before any court or governmental department, commission, board, bureau, agency, or instrumentality that, if determined adversely to it, would have a material adverse effect on the transactions contemplated by this Agreement.

(d) Execution. The Party has duly executed and delivered this Agreement, and (assuming due authorization, execution and delivery by the other Party) this Agreement constitutes a legal, valid and binding obligation of the Party enforceable against it in accordance with its terms.

4.2 Reliance and Survival. Each Party acknowledges that its representations and warranties as set forth above will be relied upon by the other in entering into and performing under this Agreement.

#### **Article 5 General**

### 5.1 Liabilities.

- (a) Any financial liability of either Party to the other shall be limited to the annual billed Other Locality Charges.
- (b) Nothing herein shall constitute a waiver of sovereign immunity by either Party.

### 5.2 Internal Control Audits.

- (a) At least once every three (3) years HRSD, at its expense, shall cause a qualified third party to conduct an internal control audit ("Internal Control Audit") of its Customer billing, information technology, and information security controls for all of its facilities used in complying with its obligations under this Agreement. Such Internal Control Audit shall be based on recognized industry best practices and shall consider infrastructure and operations security; identity and access management; vulnerability management; business continuity planning; disaster recovery planning; and training. Audit reports shall be provided to Locality, and Locality shall treat such audit reports as confidential information and not further release such reports to the extent allowable under law, including the Virginia Freedom of Information Act. Any exceptions noted in the audit report shall be promptly addressed by HRSD through the development and implementation of a corrective action plan.
- (b) Locality may at any time request an Internal Control Audit by HRSD, which shall be performed by a qualified third party selected by Locality and subject to the reasonable approval of HRSD. The cost of such audit shall be borne by Locality.

### 5.3 Inspection of Books & Records.

- (a) During the term, and including any extension term(s), and for a period of three (3) years thereafter, each Party shall keep and maintain complete and accurate records and all other data required by each of them for the purposes of proper administration of this Agreement.
- (b) Subsection (a) immediately above shall not supersede other provisions herein establishing a specific retention period for Billing Data, Personal Information, or other data.
- (c) Each Party shall have the right, at its sole cost and expense during normal business hours, to examine the other Party's records to the extent necessary to verify the accuracy of any matters pursuant to this Agreement.

### 5.4 Records Management.

- (a) The Parties each shall develop and maintain procedures for the management of billing, payment, and Customer records which shall be adequate for its responsibilities under this Agreement, and which shall include records retention and disposition schedules.
- (b) The Parties each shall comply with the Library of Virginia Regulations Governing the Destruction of Public Records Containing Social Security Numbers, 17 VAC 15-120.

5.5 No Effect on Other Obligations. The Parties' obligations and rights under this Agreement shall have no effect on any utilities or other obligations and rights not specifically addressed herein.

5.6 Insurance. The Parties each shall maintain all risk, general liability, employer's liability/workers compensation, vehicle, and any other insurance coverages adequate and customary in the business of utility services, and covering and applicable to its responsibilities under this Agreement.

5.7 Disputes; Governing Law; Jurisdiction; Venue.

(a) The Parties agree that any legal action between the Parties concerning the Agreement or their duties and responsibilities thereunder shall be maintained either in the Circuit Court for the City of Virginia Beach or the Circuit Court serving Locality. In any such legal action, the Parties each shall bear the costs for their respective attorneys and other litigation expenses.

(b) The Parties acknowledge that any breach of this Agreement or failure to perform thereunder may cause the other Party irreparable harm for which monetary damages would not be adequate compensation. The Parties agree that in any such case they are entitled to seek equitable relief, including injunctive relief and specific performance, from the court. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available at law or in equity. Notwithstanding any other provision of this Agreement, financial liability of either Party shall be limited to any outstanding billed Other Locality Charges.

5.8 Force Majeure. Neither Party shall be liable to the other for delays or failures in performance resulting from causes beyond the reasonable control of the non-performing Party, including, but not limited to, acts of God, labor disputes or disturbances, material shortages or rationing, riots, acts of war, governmental regulations (other than those of the non-performing Party), or communications or utility failures (other than those of the non-performing Party).

5.9 Notices. All notices or other communications required or permitted under this Agreement shall be in writing and may be given by depositing the same in the United States mail, addressed to the Party to be notified, postage prepaid and registered or certified with return receipt requested, by overnight courier or by delivering the same in person to such Party. Notice shall be deemed given and effective the day personally delivered or the day after being sent by overnight courier, subject to signature verification. Any Party may change the address for notice by notifying the other Party of such change in accordance with this section. Such notice shall be addressed as follows:

If to HRSD:

If by U.S. Postal Service:  
General Manager  
P. O. Box 5911  
Virginia Beach, VA 23471-0911  
Telephone: (757) 460-4242  
with a copy to:

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

Robyn H. Hanson, Esq.  
Sands Anderson PC  
263 McLaws Circle, Suite 205  
Williamsburg, VA 23185  
Telephone: (757) 208-0301

If to Locality:

Town of Smithfield  
(please fill in addresses)

5.10 Headings. Headings are for convenience and reference only and shall not be used to define or modify the meaning of any term or provision.

5.11 No Waiver. Failure by either Party to enforce any provision of this Agreement shall not be deemed a waiver of future enforcement of that or any other provision. Any waiver, amendment, variation, or other modification of any provision of this Agreement shall be effective only if in writing and signed by the Parties.

5.12 Counterparts. This Agreement may be executed by the Parties in counterparts, and any such execution shall constitute a complete and effective Agreement.

5.13 Severability. If any term or provision of this Agreement shall be held to be illegal or unenforceable by a court of competent jurisdiction, the remaining terms and provisions shall remain in full force and effect.

5.14 Complete Agreement. This Agreement is the complete agreement between the Parties concerning the subject matter of this Agreement and replaces any prior oral or written communications between the Parties. There are no conditions, understandings, agreements, representations, or warranties expressed or implied that are not specified herein.

5.15 Compliance with Laws. The Parties agree to, in their implementation of this Agreement, comply with all applicable law.

5.16 Assignment; Subcontracting.

(a) Unless otherwise expressly provided under this Agreement, neither Party may assign this Agreement or assign its rights or delegate its obligations hereunder, either in whole or in part, whether by operation of law or otherwise, without the prior written consent of the other. Any attempted or purported assignment or delegation without the other Party's written consent shall be void.

(b) If a Party subcontracts any of its responsibilities under this Agreement, it shall notify the other Party of that subcontracting. In any such event, the subcontracting Party's obligations hereunder shall remain unchanged. The subcontracting Party shall further ensure that its subcontractor maintains employee policies and practices that adhere to the terms of this

Agreement; are equivalent to, or more comprehensive than, the terms contained in this Agreement; and provide safeguards and protections for the Parties and Customers at least equivalent to those contained in this Agreement.

5.18 Further Assurances. Both Parties agree to provide such further assurances, documents and documentation as may be reasonably necessary to assist the other Party in its implementation of the Agreement.

5.19 No Partnership. The Parties are independent governmental entities, their relationship hereunder is solely by contract, and there is no partnership or comparable legal relationship established by or under this Agreement.

5.20 No Third Party Beneficiaries. This Agreement is solely for the benefit of the specific Parties hereto, there are no third party beneficiaries, and no other person has a right to rely on any term or provision hereof.

5.21 Publicity; Freedom of Information.

(a) Neither party shall publish this Agreement or make any public statement concerning the Agreement other than to acknowledge its existence, without first notifying the other Party and conferring with the other Party concerning the appropriate scope of any publication and/or statement.

(b) The Parties acknowledge that they are subject to the Freedom of Information Act provisions of the Virginia Code. However, they confirm that Locality Customer Account Information, financial information, and Internal Control Audit reports may be exempt from Freedom of Information Act disclosure, and they agree to assert any reasonably available exemption when there is a good faith basis to do so. In the event any third party proceeding is filed in court to obtain the production of documents pursuant to a Virginia Freedom of Information Act request, the Party to whom the request was submitted or against whom suit was filed shall notify the other Party as soon as practicable of the pending litigation. In any such event, the Party to whom the request was submitted or against whom suit was filed shall allow the other Party as much time as practicable to respond and shall not oppose such other Party's intervention in the suit.



IN WITNESS WHEREOF, HRSD and Locality have executed this Billing Services Agreement to be effective the last date that this Agreement is executed by either party.

HRSD:

Locality:

Execution:

Execution:

By: \_\_\_\_\_

By: Michael Stallings

Name: Edward G. Henifin, P.E.

Name: Michael Stallings

Title: General Manager

Title: Town Manager

Date Signed: \_\_\_\_\_, 2021

Date Signed: September 9, 2021

Attest:

Approved as to form:

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_, 2021

Date Signed: \_\_\_\_\_, 2021

**EXHIBIT A**

**Model 1**

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**EXHIBIT B**

**Model 2**

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## EXHIBIT C

### Model 3

#### C-1. Locality Billing Data.

(a) The Billing Data shall be stored in the HRSD Billing System. Locality shall be responsible for all required readings of Locality-owned water meters, Other Locality Charges, and the development, recording, and initial management of all other Billing Data necessary or convenient to allow HRSD to bill the Customers for all services in the manner provided in this Agreement.

(b) The correction of Locality Customer Account Information and the response to, and decisions concerning, Customer exceptions and complaints relating to the Locality Billing Data shall be the responsibility of Locality.

#### C-2 HRSD Billing Functions.

(a) HRSD shall develop the Customer bills in accordance with the meter read frequency established by the Locality. The bills shall include HRSD wastewater treatment charges and may include Other Locality Charges as requested by the Locality. Any obligations hereunder of HRSD regarding billing are expressly conditioned on the provision of data by the Locality.

(b) Unless otherwise provided herein, the Customer bills shall be provided monthly by U.S. Mail, postage paid.

(c) Upon the reasonable request of the Locality, and if reasonably feasible under the HRSD Billing System, HRSD will provide special billings and special billing arrangements that differ from, and/or are in addition to, the monthly Locality billing.

(d) Except as otherwise provided herein, all bills generated by HRSD shall be payable directly to HRSD or HRUBS.

(e) The HRSD Billing System shall incorporate late payment charges and shall apply such charges to Customer bills.

#### C-3 Electronic Billing (e-Bill).

(a) At the election of individual Customers, HRSD shall provide Customer bills by email, text, or other electronic means through its e-Bill service. HRSD shall periodically notify Customers in its discretion of the Customers' option to elect e-Bill service. HRSD shall provide for Customer e-Bill sign up and withdrawal in a standard online format and through other means at the discretion of HRSD.

(b) For those Customers who elect e-Bill service, HRSD shall provide data and information concerning charges and such other information as provided in billings provided to Customers by mail. Such billing and other information shall be available for download and Customer printing.

(c) Past bills shall be available to Customers who elect to establish e-Bill accounts for a minimum of 12 months preceding the then-current billings.

(d) Online Customer access to their respective accounts shall be on a 24 hour a day, 365 days per year basis, with the exception of reasonable system maintenance periods and force majeure outages.

C-4 Auto Pay.

(a) HRSD's Billing System shall use and incorporate a Customer Auto Pay option, in which the Customer agrees to automatic payment of charges after an e-Bill notice period. Such automatic funds withdrawal shall be from the Customer's bank account, credit or debit card, or other source of funds acceptable to HRSD and capable of processing in its Billing System; and such funds withdrawals shall be processed on a periodic basis unless the Customer responds within the stated e-Bill notice period and places a hold on, or terminates, the Auto Pay option.

(b) A Customer may terminate or modify the Auto Pay authorization at any time by notice properly provided in the manner specified by HRSD.

C-5 Modes of Payment. Acceptable modes of payment, and terms for payments for utility billings, shall be as follows:

(a) Check or money order delivered through U.S. mail or private courier or delivery service.

(b) Automated Clearing House (ACH), credit, or debit card authorization either online or by telephone.

(c) By cash, check, money order, or credit or debit card authorization delivered to HRSD by walk-in payment at one or more centralized HRSD Customer service offices or at locations provided by one or more third-party retail entities, if HRSD in its discretion provides for such third-party walk-in payment options.

(d) Upon terms and in forms established by the Locality, Locality may in its discretion provide for walk in payments by its jurisdictional Customers at one or more centralized Locality Customer service offices or at locations provided by one or more third-party retail entities.

(e) In the event of a Customer payment in the form of credit or debit card, HRSD may pay the credit/debit card company service charge for both HRSD and Other Locality Charges. HRSD reserves the right to administratively set a credit card convenience fee and/or a maximum consumption (volume) or monetary amount Customer may charge on a credit or debit card to pay a bill issued by HRSD or HRUBS

(f) Other payment options will be allowed if agreed upon by both parties. HRSD reserves the right to administratively set a convenience fee and/or a maximum consumption (volume) or

monetary amount Customer may charge on the other payment option to pay a bill issued by HRSD or HRUBS.

C-6 Additional Charges. HRSD reserves the right to bill Customers directly for various service charges. These charges and their amount shall be determined and set no less than annually by the HRSD Commission. These charges may include, but are not limited to, delinquent bill charges, water service cutoff fees, water and wastewater restoration service fees, returned payment charges, and new wastewater connection service fees.

C-7 Late Payment Charges.

(a) Bills shall be defined as late and delinquent if not paid by the stated due date, irrespective of the manner in which such bill is provided to the Customer. In the case of any delinquent bill, notification thereof shall be provided to the Customer in the manner in which bills are provided. HRSD shall implement a system of escalated delinquent payment notification and warning notices.

(b) Late payment charges for HRSD's charges may be added to the remaining unpaid amounts from the previous Customer bill. The amount, calculation, and rate shall be determined no less than annually by the HRSD Commission. The principal amount upon which such interest is calculated shall include any prior unpaid late payment charges.

(c) Late payment charges for Other Locality Charges may be imposed by Locality, and any such charges shall be clearly identified and provided to HRSD.

C-8 Allocation of Partial Payment by Customers.

(a) When a customer makes a partial payment on a bill, whether the payment is made directly to HRSD, HRUBS, or to the Locality, the allocation of such partial payment shall be as follows: such partial payments shall be credited first to fees, and second on a pro rata basis to the individual HRSD and Locality service components of the bill including any late payment charges included therein. By way of example, if a customer billing includes HRSD wastewater service charges as 30% of the total amount of the bill (including any late payment charges), 30% as Other Locality Charges for Locality service "A" (including any late payment charges), and 40% for Locality service "B" (including any late payment charges), the partial payment shall be allocated 30% to HRSD and 70% to Locality.

(b) Neither HRSD nor Locality shall permit a Customer to designate allocation of a partial payment in any way that conflicts with subsection (a) immediately above.

(c) The shared allocation of partial payments described above shall not apply in the event of third-party collections where Locality does not authorize the collection efforts, and in that case, third-party collections on behalf of HRSD shall be allocated 100% to HRSD.

C-9 Customer Payment Plans.

HRSD reserves the right to provide Customer payment plans. If Locality wishes to provide for Customer payments plans, and if HRSD agrees thereto, the Parties shall determine by separate agreement the conditions under which such payment plans shall be, on a Customer's request, offered to a Customer or declined for a Customer, and the terms of any such offered payment plans.

C-10 Customer Appeal Procedures.

The design and use of any internal administrative appeal procedures shall be at the discretion of, and upon terms established by, the Party to whom the appealed charges are owed.

C-11 Third Party Collections.

(a) HRSD may use an established third-party service provider for collections of delinquent Customer HRSD and HRUBS billings.

(b) In addition to any other collection procedure or process, HRSD may use the Commonwealth of Virginia's Debt Set Off program for collections of delinquent Customer HRSD and HRUBS billings.

(c) In addition to any other collection procedure or process, if Locality has by ordinance provided for a lien on the real property served by water and any other authorized utility services provided by Locality and HRSD Sewer Charges, HRSD may also utilize, perfect, and recover under the Locality's lien process, in accordance with Virginia law, such liens for delinquent Customer HRSD and HRUBS billings.

(d) Upon the request of the Locality, HRSD shall refer delinquent Customer Locality billings to the same service provider for collections and/or use the Commonwealth of Virginia's Debt Set Off program on behalf of Locality and the real property lien rights referred to immediately above at the time of referral of delinquent Customer HRSD and HRUBS billings. In any such case, Locality shall be responsible for its *pro rata* share of third-party charges or any charges specific to its accounts.

C-12 Write-offs of delinquent Customer accounts shall be addressed as follows.

(a) An uncollected Customer account balance shall be written off for financial reporting purposes upon the expiration of one year from the date of the final bill sent on the account.

(b) Notwithstanding subsection (a) immediately above, HRSD shall maintain delinquent accounts for a total of ten (10) years and may continue third-party collection efforts.

(c) Each Party shall absorb the loss for its unpaid bills in the event of a write-off. In the event of a partial write-off, each Party shall absorb an amount for its unpaid bills *pro rata* in the proportion of its unpaid bills (including any late payment charges) to the total amount of the partial write-off.

C-13 Service Disconnections.

(a) Prior to making utility service disconnections, HRSD shall use its reasonable efforts to allow delinquent Customers to bring their accounts current with no delinquent balance. The requirements for reasonable efforts by HRSD shall be deemed satisfied by at least two notices to the Customer of their payment delinquency, which notice shall include instructions on how the Customer may bring the account current with no delinquent balance. The notice shall be delivered to the Customer's standard billing address and shall be delivered in the manner the Customer has elected for service of HRSD bills or by other delivery method or methods approved by the Locality.

(b) HRSD will be responsible for providing to the Customer appropriate service disconnection notification as required by state or local statute or ordinance prior to any disconnection of service.

(c) The physical disconnection of Customer water service for non-payment will be by the Locality within fourteen days of eligibility defined by statute.

C-14 Service Terminations at Request of Customer. Water and wastewater service terminations requested by the Customer shall be completed by the Locality.

C-15 Service Restorations. In the event of restoration of water service after the Customer has paid the outstanding amounts for the delinquent HRSD and HRUBS billings or has made payment arrangements in accordance with the terms of this Agreement, the Locality shall make the service restoration as soon as practicable during normal business hours.

C-16 HRSD Call Center Hours of Operations.

(a) The hours of HRSD's call center operations shall be no less than HRSD's normal business hours.

(b) During the times specified in subsection (a) immediately above, the call center shall respond to billing inquiries and payment inquiries.

(c) Notwithstanding the provisions of subsection (a) above, an answering service shall be available 24 hours per day for 365 day per year to receive emergency Utility service calls (with the exception of force majeure outages), including, but perhaps not limited to, calls regarding safety inquiries and safety emergencies relating to Utility services, wastewater spills, line breakages, and Utility service outages not the result of non-payment of Utility bills.



C-17 Correction of Billing Errors. Because the correction of Customer Billing Data and the response to, and decisions concerning, Customer exceptions and complaints concerning their Billing Data are the responsibility of Locality, HRSD shall inform Customers who state such issues and complaints that they should contact Locality directly for resolution, except that concerns of wastewater-only customers solely served by HRSD and concerns of HRSD's high strength or unusual waste customers shall be addressed and resolved by HRSD.

C-18 Funds Transfers Between Parties. Both Parties shall provide for and implement a procedure for the timely and periodic electronic transfer of funds to the other when and as their respective rights to such funds are determined. For standard billing receipts, such transfers shall occur no less frequently than daily, Monday through Friday, and shall include no less than the amounts due to the receiving Party that are in the possession of the sending Party. For Facility Charges, such transfers shall occur no less frequently than weekly.

C-19 Disputed Amounts between Parties.

(a) Notwithstanding anything to the contrary herein, if a good faith dispute arises between the Parties concerning any billings or allocations of funds, that portion of the funds that are not in dispute shall be due and payable on the otherwise applicable due date; and when the dispute is resolved, the remaining portion of the payments, if any, shall be paid within 30 days of the resolution, with interest at a rate of one and one-half percent (1 ½ %) per month, compounded monthly, calculated from the date that the amount should have been paid had there been no dispute.

(b) If a dispute is resolved with a determination that one Party has overpaid the other, then such overpaid amount shall be refunded within 30 days of the resolution with interest at a rate of one and one-half percent (1 ½ %) per month, compounded monthly, calculated from the date that the excess amount was paid.

(c) All billings and requests for payments between the Parties shall be conclusively presumed to be final and accurate unless objected to in writing within six (6) months after such billings and requests.

C-20 Report Generation from HRSD Billing System.

(a) The HRSD Billing System shall provide for direct Locality access to, and generation of a standard package of reports relating to, Locality billings, Locality receipts, and other Locality data. The standard package of reports to which the Locality shall have access and be able to generate as of the Effective Date shall include, at a minimum, the following:

Daily	Weekly	Monthly	Annual
Accounts Receivable Roll Forward	Leak Cancelled Not Rebilled	Detailed Aging Report	Fiscal Year Write Offs
Bill Exceptions	Return Check Report	Unoccupied Premise with Usage	Top 20 Water & Sewer Users by Bill Metered Consumption
Bill Seg Error			Total Billed Unmetered Dollars
Broken Pay Plan			Total Metered Consumption
Freezable Bill Segments			Total Number of Customers
General Ledger Transaction Listing			Total Un-Billed Quarterly Loans by Water/Sewer
Hi/Low Meter Read Reports			
Pending Bills without Freezable Segments			
Upload Staging Error			

(b) Locality requests for reports outside of the standard reporting package shall be submitted in writing to HRSD. HRSD shall promptly respond with a determination of practicable available scope of additional reporting and the cost therefor. If Locality elects to obtain such additional reporting, HRSD shall provide the additional reporting capability and the Locality shall pay to HRSD the stated cost for the additional reporting capability.

**EXHIBIT D**

**Model 4**

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## AGENDA ITEM 4. – September 28, 2021

**Subject:** Parallel Thimble Shoals Tunnel Project (Chesapeake Tunnel Joint Venture)  
Nutrient Offset Agreement Amendment

**Recommended Action:** Approve the terms and conditions of the amended nutrient offset agreement with the Chesapeake Tunnel Joint Venture (CTJV) operating on behalf of the Chesapeake Bay Bridge and Tunnel Commission, 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.

**Brief:** The CTJV is a joint venture of Dragados USA, Inc. and Schiavone Construction Company, LLC that is expanding the Chesapeake Bay Bridge-Tunnel by constructing the Parallel Thimble Shoal Tunnel Project (“PTST Project”) on behalf of The Chesapeake Bay Bridge and Tunnel Commission (CBBTC). The Chesapeake Bay Bridge and Tunnel Commission is the governing body of the Chesapeake Bay Bridge and Tunnel District. The Commission consists of 11 members who are appointed by the Governor of the Commonwealth of Virginia. The project will add a new two-lane tunnel under the Thimble Shoal Channel of the Chesapeake Bay to carry two lanes of traffic southbound while the existing tunnel will carry two lanes of traffic northbound.

The project requires a Virginia Pollutant Discharge Elimination System (VPDES) permit for discharges to surface water resulting from construction activities. HRSD and CTJV entered into an agreement for CTJV’s initial permit term in 2019 to provide a temporary nutrient offset of 100 pounds per year (“lbs/yr”) of Total Nitrogen and 550 lbs/yr of Total Phosphorus for the duration of construction. Construction activities have been delayed and CTJV is in the process of renewing its VPDES permit for the 2022 – 2026 cycle. CTJV anticipates completing construction prior to the end of the renewed permit’s term.

Given the CBBTC is a regional public agency, the credit offset is offered at no cost. The CTJV paid attorney’s fees for the drafting of the original [agreement](#). The [amendment](#) as presented required no additional fees for development. Key elements of the original agreement remain in place:

- Credit reverts back to HRSD once the discharger no longer needs it for the purpose of constructing the PTST Project;
- In order to protect water quality, it is important that the CTJV meet all of its discharge permitted limitations associated with the PTST. If the PTST discharge is consistently violating permit conditions, HRSD reserves the right to withdraw its provision of credit.

**NUTRIENT OFFSET AGREEMENT FOR CHESAPEAKE BAY BRIDGE-TUNNEL  
PARALLEL THIMBLE SHOAL TUNNEL PROJECT**

**THIS NUTRIENT OFFSET AGREEMENT** (this "Agreement") made this 23<sup>rd</sup> day of July, 2019, by and between the Hampton Roads Sanitation District ("HRSD") and Chesapeake Tunnel Joint Venture ("CTJV") (each a "Party" and jointly the "Parties").

**BACKGROUND**

A. HRSD. HRSD owns and operates various wastewater treatment plants that are authorized to discharge the nutrients total nitrogen ("TN") and total phosphorus ("TP") to the James River in the Chesapeake Bay watershed (the "HRSD Plants"). The HRSD Plants have TN and TP waste load allocations (the "HRSD James River Basin Allocations") assigned by the State Water Control Board and the Virginia Department of Environmental Quality (jointly, "DEQ") pursuant to the Water Quality Management Planning Regulation, 9 VAC 25-720, and by the U.S. Environmental Protection Agency ("EPA") pursuant to the Chesapeake Bay Total Maximum Daily Load ("TMDL"). The HRSD Plants are subject to the General Virginia Pollutant Discharge Elimination System ("VPDES") Watershed Permit Regulation for TN and TP Discharges and Nutrient Trading in the Chesapeake Bay Watershed in Virginia, 9 VAC 25-820, most recently reissued by DEQ effective February 8, 2017, as hereafter modified or reissued from time to time (the "Watershed General Permit").

B. CTJV. CTJV is a joint venture of Dragados USA, Inc. and Schiavone Construction Company, LLC that is expanding the Chesapeake Bay Bridge-Tunnel by constructing the Parallel Thimble Shoal Tunnel Project ("PTST Project") on behalf of The Chesapeake Bay Bridge and Tunnel Commission. The project will add a new two-lane tunnel under the Thimble Shoal Channel of the Chesapeake Bay to carry two lanes of traffic southbound while the existing tunnel will carry two lanes of traffic northbound. CTJV is in the process of obtaining Watershed General Permit coverage from DEQ to authorize the discharge of TN and TP on a short-term basis for the period of construction.

C. Offset Authority. Through exceptional performance and current operating conditions at the HRSD Plants, HRSD discharges less TN and TP than the HRSD Plants are authorized to discharge under the Watershed General Permit while protecting Chesapeake Bay water quality and, therefore, HRSD currently has the ability to provide TN and TP offset allocations on a temporary basis to offset the nutrient loading associated with construction process for the Parallel Thimble Shoal Tunnel Project. Pursuant to Code of Virginia section 62.1-44.19:12 *et seq.*, 9 VAC 25-720-40 A, and 9 VAC 25-820-70, Part II A 1 b and B 1 a, HRSD is authorized to transfer in its discretion, and CTJV is authorized to acquire with HRSD's consent, a portion of the HRSD James River Basin Allocations to satisfy CTJV's temporary offset obligation under the Watershed General Permit.

## AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein, and for other good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows.

1. Transfer of Offset Allocations. Beginning for the compliance year which starts January 1, 2019 and for each compliance year thereafter through and including compliance year 2023, HRSD hereby transfers from its HRSD James River Basin Allocations to CTJV, and CTJV hereby accepts, temporary allocations of 100 pounds per year (“lbs/yr”) of TN and 550 lbs/yr of TP (the “Offset Allocations”). HRSD shall have no obligation to extend the availability of the Offset Allocations beyond December 31, 2023, but may elect to do so in its discretion following a request for such an extension from CTJV. Any such extension shall be in writing as an amendment to this Agreement pursuant to Paragraph 18 below. Notwithstanding the other provisions of this Paragraph 1, this Agreement and the Offset Allocations transfer are expressly contingent upon the continued ability of HRSD to provide the Offset Allocations with its current facilities and technology and under current operating conditions, other existing nutrient trading agreements, and current laws and regulations including without limitation the HRSD James River Basin Allocations. If, by any order, law, regulation or changes thereto, such ability ceases, HRSD’s obligation to provide the Offset Allocations shall cease and this Agreement shall be renegotiated pursuant to Paragraph 17.

2. No Monetary Cost for Offset Allocations. In consideration of the unique circumstances described above, including the temporary nature of the offset need during construction of this important regional project benefiting HRSD’s ratepayers, there shall be no monetary cost charged by HRSD to CTJV for the Offset Allocations supplied under this Agreement.

3. Limitation on Use of Offset Allocations. CTJV agrees that its sole and limited use of the Offset Allocations shall be for CTJV PTST Project discharges under the Watershed General Permit and that it shall not transfer any portion of the Offset Allocations to any other person or entity. In the event that CTJV’s operations for any compliance year generate nutrient credits as a result of discharging less TN or TP than the Offset Allocations, CTJV shall, upon request of HRSD, transfer such credits to HRSD for HRSD’s use or exchange for that compliance year.

4. CTJV’s Watershed General Permit Registration. CTJV agrees that any Watershed General Permit Registration Statement and any related offset plan that it submits to DEQ under the provisions of the Watershed General Permit shall be consistent with the provisions of this Agreement, including but not limited to the temporary nature of the Offset Allocations.

5. HRSD’s Exchange Compliance Plan Modification. HRSD is a member of the Virginia Nutrient Credit Exchange Association, Inc. (the “Nutrient Exchange”) and a participant in the Exchange Compliance Plan previously submitted by the Nutrient Exchange to DEQ pursuant to the Watershed General Permit. During the next annual update of the Exchange Compliance Plan, HRSD shall request that the Nutrient Exchange modify such plan with respect

to the HRSD James River Basin Allocations to make appropriate revisions consistent with the temporary Offset Allocations provided under this Agreement.

6. CTJV's Regulatory Compliance. Recognizing the importance of complying with all applicable VPDES discharge permit requirements and of HRSD's mission to prevent discharges contributing to water pollution in the Hampton Roads region, CTJV agrees that HRSD shall have the right to terminate this Agreement if in its sole discretion HRSD determines that (a) CTJV routinely or frequently fails to comply with its VPDES discharge permit requirements and (b) CTJV is not working or has not worked with DEQ in a reasonable and timely manner to correct such failures.

7. Term and Survival. This Agreement shall be effective as of the date first shown above and shall terminate on December 31, 2023. Notwithstanding the preceding sentence, if either Party fails to perform a material obligation hereunder, and fails to cure such failure to perform within sixty (60) days of written notice from the non-defaulting Party, the non-defaulting Party may terminate this Agreement upon written notice to the other Party. HRSD shall be under no obligation to provide, or continue to provide, the Offset Allocations after termination and, upon termination, all Offset Allocations transferred under this Agreement shall revert to HRSD.

8. Permits and Approvals. HRSD shall have no responsibility for or as a result of the failure or refusal of DEQ or any other governmental authority to approve the transfer of the Offset Allocations contemplated under this Agreement.

9. Mutual Cooperation. The Parties shall continue to cooperate with each other in any manner reasonably necessary to confirm or bring about the transfer of the Offset Allocations as provided herein.

10. No Assignment. CTJV shall not transfer or assign this Agreement, or its rights or obligations hereunder, without the prior written consent of HRSD, which consent may be withheld in HRSD's sole discretion.

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

12. Expenses. Each Party shall pay its own fees and expenses, including its own counsel fees, incurred in connection with this Agreement or any transaction contemplated hereby, except that within ten (10) days of the date of this Agreement CTJV shall reimburse HRSD's counsel fees for developing this agreement in the amount of \$3,030.00 by check made payable to HRSD. Notwithstanding any other provision of this agreement, CTJV's failure to pay such amount by such deadline shall entitle HRSD to immediately terminate this Agreement in its sole discretion.

13. Brokerage Commissions. The Parties represent and warrant to each other that they have not dealt with any business broker or agent who would be entitled to a brokerage

commission or finders fee as a result of this Agreement or any related transactions. Each Party agrees, to the extent permitted under law and without waiving sovereign immunity, to indemnify and hold the other harmless from any and all claims for commissions of broker's or finder's fees claiming by, through or under the indemnifying Party, including any losses related to any such claim.

14. Notices. All notices, requests, demands, claims and other communications hereunder shall be in writing, shall be delivered in person or by mail (first class postage pre-paid), or overnight delivery and shall be deemed given when delivered in person or, if not delivered in person, when received (or delivery is refused) by the Party to whom such notice, request, demand, claim or other communication is directed, at the following address, or at such other address as a Party shall designate by written notice to the other Party:

If to CTJV: John Hellman  
CTJV Project Executive  
2377 Ferry Road  
Virginia Beach, VA 23455

If to HRSD: General Manager  
Hampton Roads Sanitation District  
1436 Air Rail Avenue  
Virginia Beach, VA 23455-3002

with a copy to the Director of Water Quality at the same address.

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

16. No Waiver. Neither any failure to exercise or any delay in exercising any right, power or privilege under this Agreement by either Party shall operate as a waiver, nor shall any single or partial exercise of any right, power or privilege hereunder preclude the exercise of any other right, power or privilege. No waiver of any breach of any provision shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision, nor shall any waiver be implied from any course of dealing.

17. Change in Law. In the event of any material change in applicable laws or regulations, the Parties shall work together to amend this Agreement to conform to such change, while maintaining as closely as practical the provisions and intent of this Agreement. If in any such event HRSD is unable to transfer the Offset Allocations as provided herein, CTJV shall be



solely responsible for otherwise meeting its offset requirement under the Watershed General Permit.

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

19. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. The Parties further agree that a facsimile, scanned or electronic signature may substitute for and have the same legal effect as an original signature, and that any copy of this executed Agreement made by photocopy, facsimile or scanner shall be considered an original.

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

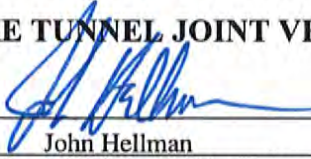
**HAMPTON ROADS SANITATION DISTRICT**

By:   
\_\_\_\_\_  
Edward G. Henifin  
General Manager

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

SIGNATURE PAGE OF NUTRIENT OFFSET AGREEMENT FOR CHESAPEAKE BAY  
BRIDGE-TUNNEL PARALLEL THIMBLE SHOAL TUNNEL PROJECT

**CHESAPEAKE TUNNEL JOINT VENTURE**

By:   
Name: John Hellman  
Title: CTJV Project Executive

[END OF SIGNATURES]

**NUTRIENT OFFSET AGREEMENT FOR CHESAPEAKE BAY BRIDGE-TUNNEL  
PARALLEL THIMBLE SHOAL TUNNEL PROJECT**

**AMENDMENT 1**

**THE NUTRIENT OFFSET AGREEMENT** (the “AGREEMENT”) made the 23rd day of July, 2019, by and between the Hampton Roads Sanitation District (“HRSD”) and Chesapeake Tunnel Joint Venture (“CTJV”) (each a “Party” and jointly the “Parties”) is hereby amended as follows:

**PARAGRAPH 1** – Delete the original paragraph 1 in its entirety and replace with the following:

1. Transfer of Offset Allocations. Beginning for the compliance year which starts January 1, 2022 and for each compliance year thereafter through and including compliance year 2026, HRSD hereby transfers from its HRSD James River Basin Allocations to CTJV, and CTJV hereby accepts, temporary allocations of 100 pounds per year (“lbs/yr”) of TN and 550 lbs/yr of TP (the “Offset Allocations”). HRSD shall have no obligation to extend the availability of the Offset Allocations beyond December 31, 2026, but may elect to do so in its discretion following a request for such an extension from CTJV. Any such extension shall be in writing as an amendment to this Agreement pursuant to Paragraph 18 below. Notwithstanding the other provisions of this Paragraph 1, this Agreement and the Offset Allocations transfer are expressly contingent upon the continued ability of HRSD to provide the Offset Allocations with its current facilities and technology and under current operating conditions, other existing nutrient trading agreements, and current laws and regulations including without limitation the HRSD James River Basin Allocations. If, by any order, law, regulation or changes thereto, such ability ceases, HRSD’s obligation to provide the Offset Allocations shall cease and this Agreement shall be renegotiated pursuant to Paragraph 17.

**PARAGRAPH 7.** Delete the original paragraph 7 in its entirety and replace with the following:

7. Term and Survival. This Agreement shall be effective as of the date first shown above and shall terminate on December 31, 2026. Notwithstanding the preceding sentence, if either Party fails to perform a material obligation hereunder, and fails to cure such failure to perform within sixty (60) days of written notice from the non-defaulting Party, the non-defaulting Party may terminate this Agreement upon written notice to the other Party. HRSD shall be under no obligation to provide, or continue to provide, the Offset Allocations after termination and, upon termination, all Offset Allocations transferred under this Agreement shall revert to HRSD.

All other terms and conditions of the AGREEMENT remain unchanged and in full effect.

This AMENDMENT may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. The Parties further agree that a facsimile, scanned or electronic signature may substitute for and have

the same legal effect as an original signature, and that any copy of this executed AMENDMENT made by photocopy, facsimile or scanner shall be considered an original.

IN WITNESS WHEREOF, the Parties hereto have caused the execution of this Amendment as of the date last party to execute below.

**HAMPTON ROADS SANITATION DISTRICT**

By: \_\_\_\_\_  
Edward G. Henifin  
General Manager

Date: \_\_\_\_\_

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

SIGNATURE PAGE OF AMEMDMENT 1  
THE NUTRIENT OFFSET AGREEMENT FOR CHESAPEAKE BAY BRIDGE-TUNNEL  
PARALLEL THIMBLE SHOAL TUNNEL PROJECT

**CHESAPEAKE TUNNEL JOINT VENTURE**

By:



John Hellman  
CTJV Project Executive

Date:

9/20/2021

[END OF SIGNATURES]

## AGENDA ITEM 5. – September 28, 2021

**Subject:** Center Avenue Force Main – 1209 Tyler Avenue Emergency Repairs  
New CIP and Initial Appropriation

**Recommended Actions:**

- a. Approve a new CIP project (**JR013900**) for the Center Avenue Force Main – 1209 Tyler Avenue Emergency Repairs
- b. Appropriate total project funding in the amount of \$300,000

**CIP Project: JR013900**

**Project Description:** This emergency repair and restoration effort is still ongoing after the declaration of emergency on August 16, 2021. The work, paid for with funds from the Operations Department Fiscal Year (FY) 2022 Operating Budget, creates significant stress on the department's budget. This proposed Commission action creates and fully funds a new CIP project that will allow all future costs as well as all costs already incurred against the Operations Department Budget for this emergency to be charged to this CIP project restoring the FY 2022 Operations Department Budget balance for use as planned for the remainder of FY 2022.

On August 14, staff responded to a force main failure. Staff isolated the force main and hired a contractor to pump and haul wastewater from a city pump station during the repair efforts. The force main failure resulted in significant site cleanup activities at several adjacent properties, including three house crawl spaces.

Contracted support efforts included pumping and hauling wastewater, repairing adjacent damaged utility conflicts and site cleanup and restoration services. Staff utilized the on-call contract with Tidewater Utility for site cleanup and restoration and Serve Pro to cleanup and restore home crawl spaces and structures.

**Funding Description:** The total cost for this project is estimated to be \$300,000 based on a Class 5 cost estimate with an appropriate contingency.

<b><u>Schedule:</u></b>	Emergency Declaration	August 2021
	Construction	August 2021
	Project Completion	November 2021

## AGENDA ITEM 6. – September 28, 2021

**Subject:** Middle Peninsula Operations Center Locker Room and Administrative Facilities  
Additional Appropriation and Contract Award (>\$200,000)

**Recommended Actions:**

- a. Appropriate additional funding in the amount of \$1,358,595.
- b. Award a contract to Henderson Inc. in the amount of \$1,645,972.

**CIP Project: MP014900**

Budget	\$700,000
Previous Expenditures and Encumbrances	(\$132,060)
Available Balance	\$567,940
Proposed Contract Award to Contractor	(\$1,645,972)
Task Order to Guernsey Tingle	(\$113,563)
Required Office Furnishings	(\$82,000)
Proposed Contingency	(\$85,000)
Project Shortage/Requested Additional Funding	(\$1,358,595)
Revised Total Project Authorized Funding	\$2,058,595

**Type of Procurement:** Competitive Bid

Bidder	Bid Amount
Henderson Inc.	\$1,645,972

**Engineer Estimate:** \$1,660,942

**Project Description:** This project consists of the design and construction of a locker, administrative areas, and heating, ventilating and air conditioning improvements within the existing footprint of the Middle Peninsula Operations Center.

**Funding Description:** The original CIP project estimate did not include some of the project features that were added after the project inception. There were two notable changes to the project scope which included additional office space and storage in the administration building. As a result, the CIP estimate was increased in the 2022 CIP Budget to \$1,587,000. Because this update to the CIP occurred after the initial appropriation, which was based on the initial scope and estimate, additional appropriation is required. The project requires \$1,358,595 in additional funding.

**Contract Description and Analysis of Cost:** In accordance with HRSD's competitive sealed bidding procedures, the Engineering Department advertised and solicited bids directly from potential bidders. The project was advertised on July 29, 2021, and one bid was received on August 31, 2021. Some of the reasons for the low response from bidders is due to the remote location of the project, volume of current workload, labor shortages and material supply interruptions. The architect, Guernsey Tingle, evaluated the bid and recommends award to the lowest responsive and responsible bidder, Henderson Inc., in the amount of \$1,645,972. Through the use of HRSD's existing Professional Services Agreement for Architectural/Mechanical/Electrical Projects, engineering services will be provided by Guernsey Tingle for construction phase services. The cost for construction phase services is below the \$200,000 Commission approval threshold.

**Schedule:** Construction September 2021  
Project Completion August 2022

## AGENDA ITEM 7. – September 28, 2021

**Subject:** Treatment Plant Dewatering Replacement Phase I  
Additional Appropriation and Task Order

**Recommended Actions:**

- a. Appropriate additional funding in the amount of \$387,704.
- b. Approve a task order for HDR Engineering Inc. in the amount of \$203,194.

**CIP Project: GN016400**

Budget	\$4,378,724
Previous Expenditures and Encumbrances	(\$4,351,176)
Available Balance	\$27,548
Proposed Change Order to Shaw Construction Corp.	(\$64,858)
Proposed Task Order to HDR Engineering, Inc.	(\$203,194)
Proposed Contingency	(\$147,200)
Project Shortage/Requested Additional Funding	(\$387,704)
Revised Total Project Authorized Funding	<u>\$4,766,428</u>

<b>Contract Status with Task Orders:</b>	<b>Amount</b>
Original Contract with Engineer	\$135,955
Total Value of Previous Task Orders	\$1,038,735
Requested Task Order	\$20,3194
Total Value of All Task Orders	\$1,241,929
Revised Contract Value	\$1,377,884
Engineering Services as % of Construction	43%

**Project Description:** This project will install a fourth centrifuge at the Atlantic Treatment Plant. The purpose of this centrifuge is to improve the reliability of the aging dewatering equipment at the Atlantic Treatment Plant. The fourth centrifuge will also increase the dewatering capacity that will be needed when the Chesapeake-Elizabeth Treatment Plant closes.

**Funding Description and Analysis of Cost:** This project was originally scheduled to be finished July 2021. However, due to piping modifications, field orders and long lead times for additional materials this project needs additional funding and additional time to complete this project by December 2021. An additional funding of \$147,200 for contingency has been requested to accommodate any future change orders that may be required to complete this project. The current change orders are 10 percent of the bid price and the contingency amount was calculated as five percent of the bid price. This project requires additional funding since the negotiated amount for this work exceeds the balance available for this CIP project.

**Task Order Description:** This task order will provide additional services required for the lengthened construction schedule. A fee of \$203,494 was negotiated, which will provide the required additional construction administration and construction inspection hours required for this effort.

**Schedule:** Project Completion December 2021



AGENDA ITEM 8. – September 28, 2021

**Subject:** Water Quality Department Instrumentation Equipment  
Initial Appropriation

**Recommended Action:** Appropriate total project funding in the amount of \$463,000.

**CIP Project:** GN018200

**Project Description:** This project will provide for analytical equipment for the Water Quality Department for Fiscal Year 2022.

**Funding Description:** The sampling and analytical equipment will support various projects and programs led by the Water Quality Department.

**Schedule:** Individual purchases will occur throughout the fiscal year.

AGENDA ITEM 9. – September 28, 2021

**Subject:** Middlesex Interceptor System Program Phase II – Transmission Force Main  
Acquisition of Real Property – Tax Map 26-117B/John Clayton Memorial Highway,  
Gloucester, VA (Brenda H. Tobe)  
Rangtang Road Pressure Reducing Station

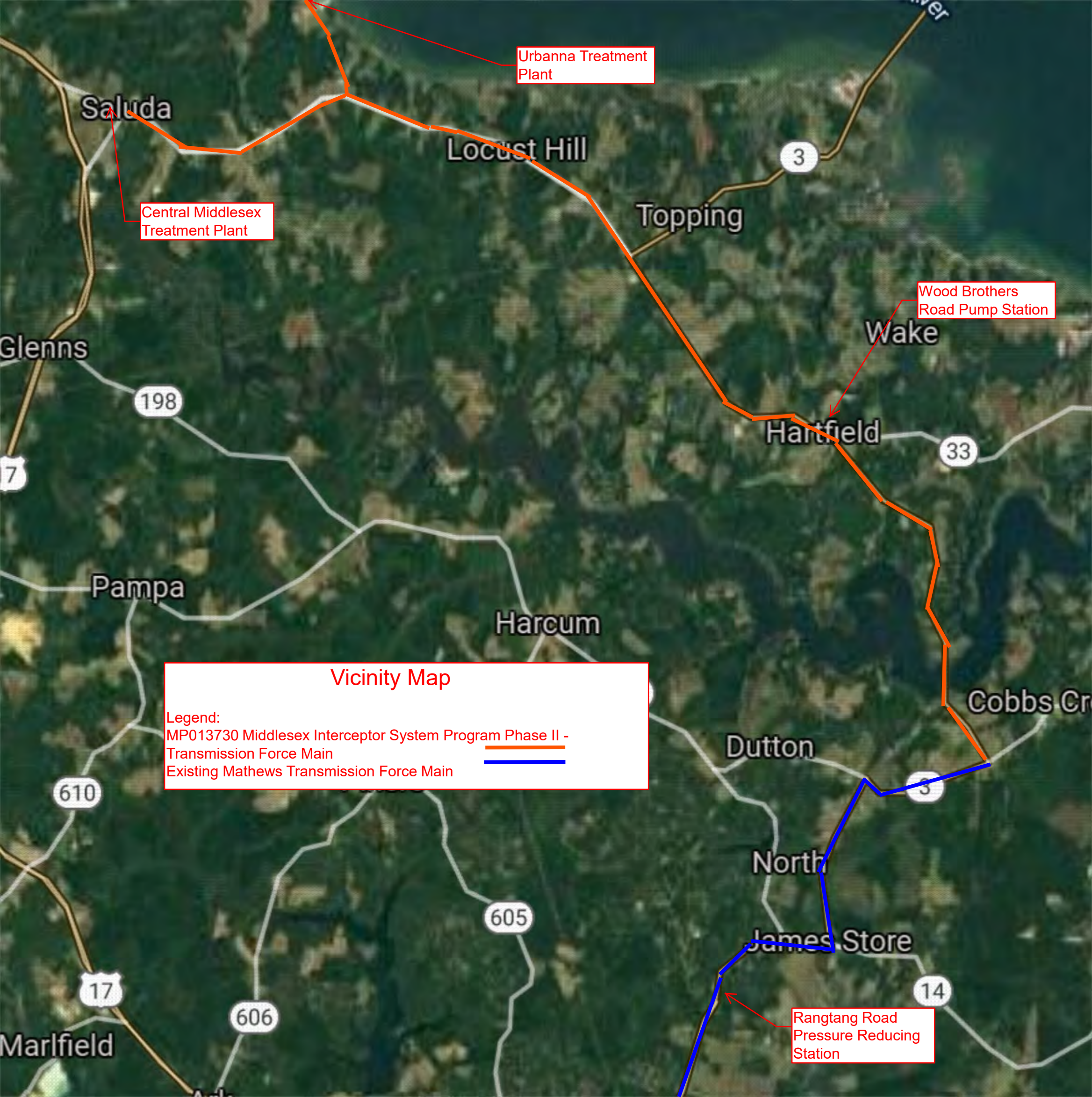
**Recommended Action:** Approve the purchase of property identified as Tax Map 26-117B (+/-2 acres), located on John Clayton Memorial Highway in Gloucester, Virginia, and associated acquisition costs for \$51,000 in accordance with the terms and conditions of the Purchase and Sale Agreement with Brenda H. Tobe, owner of subject property and authorize the General Manager to execute same, substantially as presented, together with such changes, modifications and deletions as the General Manager may deem necessary and further authorize the General Manager to execute the forthcoming deed of bargain and sale upon approval of legal counsel.

**CIP Project: MP013730**

**Project Description:** The overall purpose of this project is to develop sewer service areas in Middlesex County and includes the construction of a 3.2-mile force main from Urbanna to Cook's Corner in addition to a 13-mile force main along Route 33 in Middlesex County from Cook's Corner to the Mathews Force Main (FM). This interceptor system will convey wastewater from Middlesex County to the York River Treatment Plant (YRTP) and be able to decommission both the Urbanna Treatment Plant and Central Middlesex Treatment Plant permanently. The system consists of pump stations, potential storage, and an interceptor force main. Acquisition of the Rangtang Road Pressure Reducing Station site will facilitate this effort and was determined to be the most feasible site upon which to build.

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 property clarification purposes. A [Vicinity Map](#) is also included to show where this property is located and how the proposed facility is related to the larger Middlesex Interceptor System Program.

**Analysis of Cost:** The acquisition cost of \$45,000 is based upon an independent appraisal conducted by Dove Valuations, as well as a negotiated sales price with the landowner. The landowner will also receive \$6,000 in relocation costs.



Urbanna Treatment Plant

Central Middlesex Treatment Plant

Wood Brothers Road Pump Station

**Vicinity Map**

Legend:

MP013730 Middlesex Interceptor System Program Phase II - Transmission Force Main	
Existing Mathews Transmission Force Main	

Rangtang Road Pressure Reducing Station

**PURCHASE AND SALE AGREEMENT**

**THIS PURCHASE AND SALE AGREEMENT** (this "Agreement") made this 24<sup>th</sup> day of August, 2021, by and between **BRENDA H. TOBE**, 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 eighty-seven thousand one hundred twenty [87,120+/-] square feet in area, such property being more particularly described in Exhibit A and shown on Exhibit B, both of which are attached to and made a part of this Agreement (the "Property").
- B. HRSD desires to purchase the Property from the Seller, for the purpose of constructing a pump station on this site, located on John Clayton Memorial Highway and identified as Tax Map 26-117B.
- 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, including all personal property, attached or appurtenant to, located in or on, or used in connection with the real property, if any. The real property and the personal property are called "the Property".
- 2. **PURCHASE PRICE.** The purchase price (the Purchase Price) for the Property is Forty-Five Thousand Dollars (\$45,000.00), and the Purchase Price shall be paid to the Seller by certified check or wired funds at closing.

3. CONVEYANCE.

- a. At the Closing, Seller shall convey title to the Property in fee simple, by general warranty deed, free and clear of any and all liens, mortgages, deeds of trust, security interests, leases, covenants, conditions, restrictions, easements, rights-of-way, licenses, encroachments, judgments or encumbrances of any kind, except for the following permitted exceptions: (a) the lien of real estate taxes not yet due and payable; (b) zoning and building restrictions and other laws, ordinances, and regulations of governmental bodies having jurisdiction over the Property; and (c) matters of record affecting title to the property, as reviewed and approved (or deemed approved) by HRSD in accordance with this Agreement. Except as expressly stated in this Agreement, the Property shall be conveyed in "AS IS" condition.
- b. Title to the Property shall be good and marketable and, if HRSD chooses to obtain title insurance, insurable by a nationally recognized ALTA title insurance company of HRSD's choice at or below normal rates. In the event that a title examination discloses defects of title or other matters unsatisfactory to HRSD at HRSD's sole determination, HRSD shall notify Seller in writing (an "Objection Notice"), within 90 days of the Effective Date of such title defects or other matters to which HRSD objects. Seller covenants that it shall cure all monetary encumbrances and all title objections which may be cured by execution of a document requiring the signature of no party other than Seller (including any affidavits which may reasonably be required by the title insurer). Seller may notify HRSD in writing (an "Objection Response"), within ten (10) business days after receiving an Objection Notice if it believes that the Objection Notice makes reference to any title defect or other matter that Seller cannot or elects not to cure. Upon receipt of an Objection Response from Seller, HRSD shall have the option either to (i) terminate this Agreement by notice to Seller given within ten (10) business days of the Objection Response or (ii) accept the defects, exceptions or other matters referenced in such Objection Response and proceed to Closing hereunder with no reduction of the Purchase Price. Seller shall have the period until the Closing date within which to correct all defects, exceptions or other matters that it is required or elects to cure. Seller shall provide such documents (including evidence of authority), affidavits, and other

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

- c. Possession of the Property will be given to HRSD at Closing, except that HRSD will have access to the Property for the purposes specified herein.
  - d. Seller agrees to pay Grantor's tax, proration of real estate taxes and storm water fees and agrees to deliver possession of the Property to HRSD at settlement. HRSD will pay all other fees charged in connection with preparation and recordation of the deed and resubdivision plat.
  - e. Seller and HRSD agree that the attorney selected by HRSD shall act as the Settlement Agent at HRSD's expense. The Settlement Agent shall prepare the settlement statement, update and record the deed, collect and disburse settlement funds in accordance with this Agreement and the settlement statement, and file any required state and federal tax forms or other certifications.
  - f. As part of Seller's Relocation Assistance, HRSD will pay Seller Replacement Housing Assistance in the amount of \$6,000 for moving & 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 but not limited to the cutting of survey lines and putting up markers and driving stubs and stakes, site analysis, engineering studies, core sampling for engineering reports, and locating existing rights of way, easements, and utilities. HRSD will exercise this right of entry in such a way so as to not cause unreasonable damage to the Property. HRSD agrees to indemnify and save harmless the Seller from all claims of liability for any personal injury or property damage or otherwise to any person or property caused by any action or omission of HRSD or its agents on the Property before or after Closing.

5. CONDITIONS AND CONTINGENCIES.

- a. HRSD's obligations are expressly conditioned upon the waiver or satisfaction of each of the following conditions in the sole determination of HRSD. If any one of the following conditions cannot be met within 90 days after the Effective Date (the Effective Date being defined as the date the contract is endorsed by both HRSD and Seller), HRSD may unilaterally terminate this Agreement:
  - i. Receipt of a satisfactory title commitment with all unacceptable title exceptions, encumbrances, and conditions as deemed by HRSD removed or cured at Seller's cost; however, if Seller chooses not to remove or cure any such title exception, HRSD's sole remedy shall be to terminate this Agreement;
  - ii. Seller's compliance of all of its obligations under this Agreement.
- b. This Agreement is expressly conditioned upon the completion of all title and environmental "due diligence" by HRSD and notification to the Seller in writing of any conditions that are unsatisfactory to HRSD within the 90-day period. In the event HRSD fails to notify the Seller in writing within such 90-day period, any objection to such conditions shall be deemed waived by HRSD and the parties shall proceed to closing; provided, however, in no event shall any mortgage, deed of trust, security agreement or monetary lien against the Property be deemed waived objections and the Seller agrees that the same shall be removed and released as liens on the Property on or before Closing.
- c. This Agreement is contingent on the review and approval of the purchase by the Hampton Roads Sanitation District Commission and upon such Commission granting authorization to the General Manager to proceed under the terms of this Agreement.

6. ENVIRONMENTAL AND RELATED MATTERS.

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

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

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

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

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

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



- (ii) To the best of Seller's knowledge, no other party has any right, title or interest in the Property;
- (iv) There are no unrecorded leases, options, licenses or easements existing in connection with the property to which the Seller has knowledge;
- (v) 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.
- (vi) 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.
- (vii) 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.
- (viii) The Seller warrants that to the best of his knowledge there are no wetlands or hazardous wastes, which would prevent HRSD's intended use of the land. To the best of the Seller's knowledge: (i) none of the Property has been excavated (except for standard grading related to site development); (ii) no hazardous materials, toxic chemicals, or similar substances, as defined by 42 U.S.C. §1251, et seq. or 42 U.S.C. §6901, et seq. or 42 U.S.C. §9601, et seq., or 33 U.S.C. §1317(1), or 15 U.S.C. §2606(f), or 49 U.S.C. §1801, et seq., or regulations adopted pursuant thereto, or any similar provision of any applicable state, Federal, or local law (collectively "Hazardous Materials"), are or were stored or used on or under or otherwise were or are in existence or were in any way dealt with on or under the Property; and (iii)

no owner or occupant of the Property has received any notice from any governmental agency with regard to such Hazardous Materials.

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

HRSD: Ayanna R. Williams  
Real Estate Manager  
P.O. Box 5911  
Virginia Beach, Virginia 23471-0911

Copy to: Conway Sheild, III  
Jones, Blechman, Woltz and Kelly  
701 Town Center Dr Ste 800  
Newport News, VA 23606

Seller: Brenda H. Tobe  
1235 Delaware Ave. SW  
Washington, DC 20024

9. CLOSING. Unless this Agreement is terminated pursuant to its terms or by mutual agreement of the parties, Closing will be made at the offices of the Settlement Agent within 120 days of the Effective Date, unless extended by terms of these agreements or by mutual agreement of the parties.
10. SURVIVAL. The provisions contained in this Agreement will be true as of the date of this Agreement and as of the date of Closing.
11. PRORATIONS. All rents, interest, taxes, insurance premiums, utility bills, and fuel oil, if any, will be prorated as of the date of Closing.
12. 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.
13. FUTURE SALE BY HRSD. 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.
14. BROKERS. Seller and HRSD both represent and warrant to the other that it has not hired, engaged, or consulted with any broker or agent in regard to this transaction. Each party agrees to indemnify and hold harmless the other from any and all costs, expenses, or damages resulting from any claim for brokerage fees or other similar forms of compensation made by any real estate broker or other person or entity with whom a party has dealt, and who is not expressly named herein.
15. 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.
16. 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.
17. 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.
18. 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.
19. 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.
20. CAPTIONS. Captions are used in this Agreement for convenience only and will not be used to interpret this Agreement or any part of it.
21. GOVERNING LAW. This Agreement is to be construed in accordance with the laws of the Commonwealth of Virginia.
22. CHOICE OF FORUM/JURISDICTION. The parties hereby consent to the jurisdiction and venue of the courts of the Commonwealth of 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 same.

23. 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.
24. 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.
25. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each will be considered an original, and together they will constitute one Agreement.
26. FACSIMILE SIGNATURES. Facsimile signatures will be considered original signatures for the purpose of execution and enforcement of the rights delineated in this Agreement.
27. ETHICS IN PUBLIC CONTRACTING. By executing this Agreement, the undersigned Seller or its representative, and the representative of HRSD, certify that the prices agreed to in this Agreement were arrived at without collusion or fraud and that they have not offered or received any payment, kickbacks or other inducement from any other party to this Agreement or its agent or employee in connection with this Agreement, and that they have not conferred on any public employee having responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services (or anything of more than nominal value, present or promised) unless disclosed in this Agreement.

(Remainder of page intentionally left blank – Signature Pages follow)

**SELLER:**

**BRENDA H. TOBE**

Brenda H. Tobe  
(Signature)

IN WITNESS WHEREOF, the Hampton Roads Sanitation District Commission has caused this Agreement to be signed on its behalf by its General Manager in accordance with authorization granted at its regular meeting held on September 21, 2021. 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 \_\_\_\_\_, 2021, by Edward G. Henifin, P.E., General Manager, Hampton Roads Sanitation District.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_  
Registration No: \_\_\_\_\_

EXHIBIT A

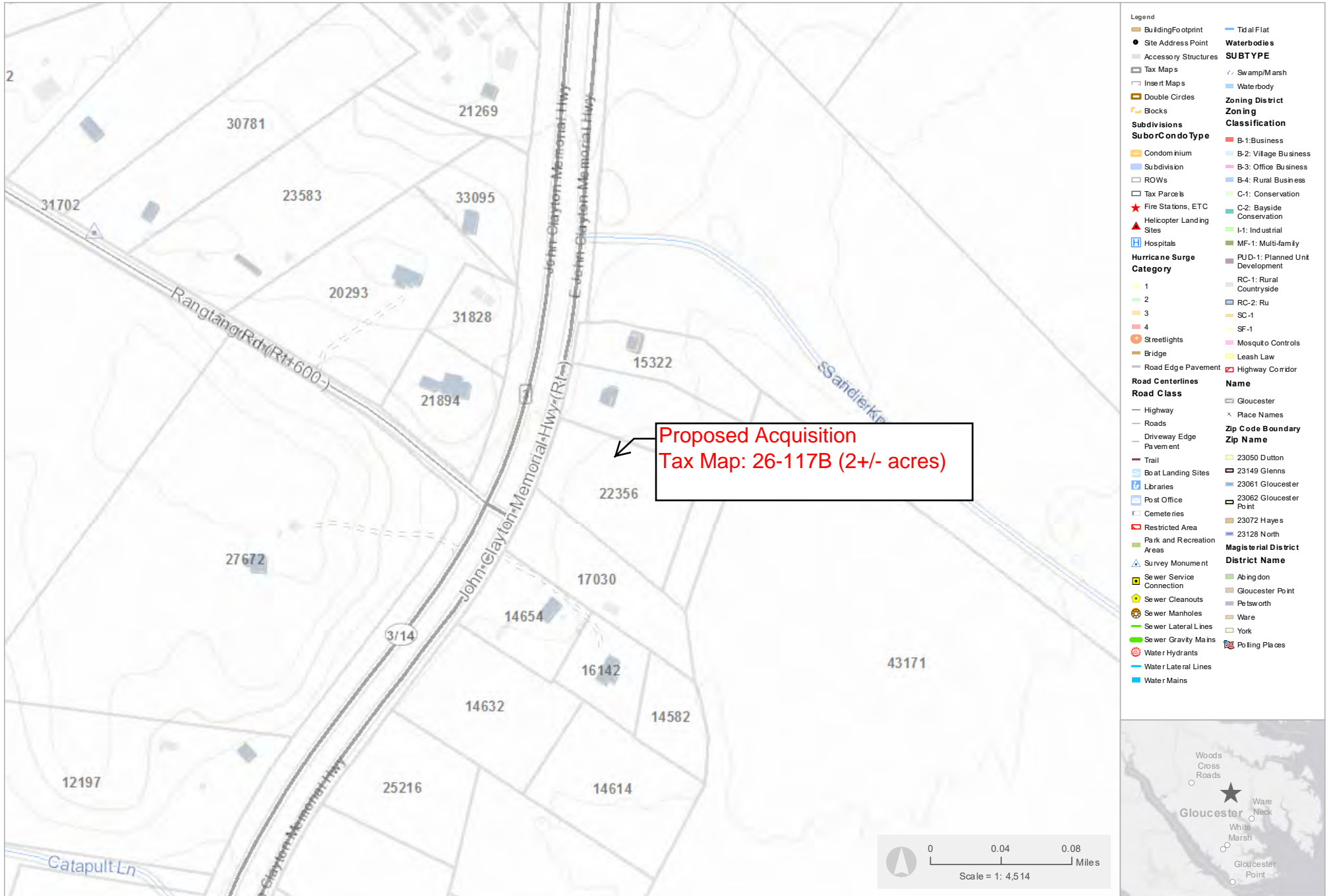
(Legal description forthcoming)

EXHIBIT B

(Boundary Line or Resub Plat forthcoming)



# Proposed Acquisition



AGENDA ITEM 10. – September 28, 2021

**Subject:** Middlesex Interceptor System Program Phase II – Transmission Force Main  
Acquisition of Real Property – Tax Map 38-12-2/General Puller Highway, Middlesex  
County, VA (White Oak Development, LLC)  
Wood Brothers Road Pump Station

**Recommended Action:** Approve the purchase of property identified as Tax Map 38-12-2 (+/- 41,251SF), located on General Puller Highway in Middlesex County, Virginia, for \$30,000 in accordance with the terms and conditions of the Purchase and Sale Agreement with White Oak Development, LLC, owner of subject property and authorize the General Manager to execute same, substantially as presented, together with such changes, modifications and deletions as the General Manager may deem necessary and further authorize the General Manager to execute the forthcoming deed of bargain and sale upon approval of legal counsel.

**CIP Project: MP013730**

**Project Description:** The overall purpose of this project is to develop sewer service areas in Middlesex County and includes the construction of a 3.2-mile force main from Urbanna to Cook's Corner in addition to a 13-mile force main along Route 33 in Middlesex County from Cook's Corner to the Mathews Force Main (FM). This interceptor system will convey wastewater from Middlesex County to the York River Treatment Plant (YRTP) and be able to decommission both the Urbanna Treatment Plant and Central Middlesex Treatment Plant permanently. The system consists of pump stations, potential storage, and an interceptor force main. Acquisition of the Wood Brothers Road Pump Station site will facilitate this effort and was determined to be the most feasible site upon which to build.

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 acquisition cost of \$30,000 is based upon an independent appraisal conducted by Dove Valuations, as well as a negotiated settlement with the landowner.

**PURCHASE AND SALE AGREEMENT**

**THIS PURCHASE AND SALE AGREEMENT** (this "Agreement") made this 27<sup>th</sup> day of July, 2021, by and between **WHITE OAK DEVELOPMENT LLC**, 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 forty-one thousand two hundred fifty-one [41,251+/-] square feet in area, such property being more particularly described in Exhibit A and shown on Exhibit B, both of which are attached to and made a part of this Agreement (the "Property").
- B. HRSD desires to purchase the Property from the Seller, for the purpose of constructing a pump station on this site, and identified as Tax Map 38-12-2.
- 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, including all personal property, attached or appurtenant to, located in or on, or used in connection with the real property, if any. The real property and the personal property are called "the Property".
- 2. **PURCHASE PRICE.** The purchase price (the Purchase Price) for the Property is ~~Twenty-Nine Thousand Nine Hundred Dollars (\$29,900.00)~~ Thirty Thousand and 00/100 30,000.00 and the Purchase Price shall be paid to the Seller by certified check or wired funds at closing. V.R.V.

3. CONVEYANCE.

- a. At the Closing, Seller shall convey title to the Property in fee simple, by general warranty deed, free and clear of any and all liens, mortgages, deeds of trust, security interests, leases, covenants, conditions, restrictions, easements, rights-of-way, licenses, encroachments, judgments or encumbrances of any kind, except for the following permitted exceptions: (a) the lien of real estate taxes not yet due and payable; (b) zoning and building restrictions and other laws, ordinances, and regulations of governmental bodies having jurisdiction over the Property; and (c) matters of record affecting title to the property, as reviewed and approved (or deemed approved) by HRSD in accordance with this Agreement. Except as expressly stated in this Agreement, the Property shall be conveyed in "AS IS" condition.
  
- b. Title to the Property shall be good and marketable and, if HRSD chooses to obtain title insurance, insurable by a nationally recognized ALTA title insurance company of HRSD's choice at or below normal rates. In the event that a title examination discloses defects of title or other matters unsatisfactory to HRSD at HRSD's sole determination, HRSD shall notify Seller in writing (an "Objection Notice"), within 90 days of the Effective Date of such title defects or other matters to which HRSD objects. Seller covenants that it shall cure all monetary encumbrances and all title objections which may be cured by execution of a document requiring the signature of no party other than Seller (including any affidavits which may reasonably be required by the title insurer). Seller may notify HRSD in writing (an "Objection Response"), within ten (10) business days after receiving an Objection Notice if it believes that the Objection Notice makes reference to any title defect or other matter that Seller cannot or elects not to cure. Upon receipt of an Objection Response from Seller, HRSD shall have the option either to (i) terminate this Agreement by notice to Seller given within ten (10) business days of the Objection Response or (ii) accept the defects, exceptions or other matters referenced in such Objection Response and proceed to Closing hereunder with no reduction of the Purchase Price. Seller shall have the period until the Closing date within which to correct all defects, exceptions or other matters that it is required or elects to cure. Seller shall provide such documents (including evidence of authority), affidavits, and other instruments that may be reasonably required for the issuance of a title insurance policy to HRSD.

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

as deemed by HRSD removed or cured at Seller's cost; however, if Seller chooses not to remove or cure any such title exception, HRSD's sole remedy shall be to terminate this Agreement;

- ii. Seller's compliance of all of its obligations under this Agreement.
  - b. This Agreement is expressly conditioned upon the completion of all title and environmental "due diligence" by HRSD and notification to the Seller in writing of any conditions that are unsatisfactory to HRSD within the 90-day period. In the event HRSD fails to notify the Seller in writing within such 90-day period, any objection to such conditions shall be deemed waived by HRSD and the parties shall proceed to closing; provided, however, in no event shall any mortgage, deed of trust, security agreement or monetary lien against the Property be deemed waived objections and the Seller agrees that the same shall be removed and released as liens on the Property on or before Closing.
  - c. This Agreement is contingent on the review and approval of the purchase by the Hampton Roads Sanitation District Commission and upon such Commission granting authorization to the General Manager to proceed under the terms of this Agreement.
6. ENVIRONMENTAL AND RELATED MATTERS.
- a. As a condition precedent to HRSD's obligation to purchase, HRSD, at HRSD's expense, may have a Phase I Environmental Assessment of the Property performed by a qualified environmental consultant (the Consultant) selected by HRSD and reasonably acceptable to Seller, conducted in accordance with standard commercial practice at the time of the assessment. A copy of the Phase I Environmental Assessment will be made available to Seller, together with copies of any supplemental reports or assessments.
  - b. If the Consultant recommends soil, water, or structural remediation or further assessment activity after or as a result of performing a Phase I Environmental Assessment or if HRSD otherwise determines, in its reasonable judgment, that further assessment activity (including, but not limited to, a Phase II Environmental Assessment) is desirable, HRSD may at its option:

- (i) Terminate this Agreement; or
- (ii) Extend the time for closing for an additional period of sixty (60) days in order to perform any such additional assessment at HRSD's expense; or
- (iii) Waive the environmental defect and proceed to Closing.

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

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

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

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

- (i) Other than this Agreement, there are no other contracts for sale or options involving the Property now in effect;
- (ii) To the best of Seller's knowledge, no other party has any right, title or interest in the Property;
- (iv) There are no unrecorded leases, options, licenses or easements existing in connection with the property to which the Seller has knowledge;
- (v) 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.
- (vi) 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.

- (vii) 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.
  - (viii) The Seller warrants that to the best of his knowledge there are no wetlands or hazardous wastes, which would prevent HRSD's intended use of the land. To the best of the Seller's knowledge: (i) none of the Property has been excavated (except for standard grading related to site development); (ii) no hazardous materials, toxic chemicals, or similar substances, as defined by 42 U.S.C. §1251, et seq. or 42 U.S.C. §6901, et seq. or 42 U.S.C. §9601, et seq., or 33 U.S.C. §1317(1), or 15 U.S.C. §2606(f), or 49 U.S.C. §1801, et seq., or regulations adopted pursuant thereto, or any similar provision of any applicable state, Federal, or local law (collectively "Hazardous Materials"), are or were stored or used on or under or otherwise were or are in existence or were in any way dealt with on or under the Property; and (iii) no owner or occupant of the Property has received any notice from any governmental agency with regard to such Hazardous Materials.
8. NOTICES. All notices to the parties hereto will be delivered by hand, via certified mail return receipt requested, or via facsimile and all be deemed effective upon delivery if by hand and upon confirmation of receipt if by other means, to the following address until the address is changed by notice in writing to the other party:

HRSD: Ayanna R. Williams  
Real Estate Manager  
P.O. Box 5911  
Virginia Beach, Virginia 23471-0911



Copy to: Conway Sheild, III  
Jones, Blechman, Woltz and Kelly  
701 Town Center Dr Ste 800  
Newport News, VA 23606

Seller: White Oak Development LLC  
PO Box 130  
Hartfield, VA 23071

9. CLOSING. Unless this Agreement is terminated pursuant to its terms or by mutual agreement of the parties, Closing will be made at the offices of the Settlement Agent within 120 days of the Effective Date, unless extended by terms of these agreements or by mutual agreement of the parties.
10. SURVIVAL. The provisions contained in this Agreement will be true as of the date of this Agreement and as of the date of Closing.
11. PRORATIONS. All rents, interest, taxes, insurance premiums, utility bills, and fuel oil, if any, will be prorated as of the date of Closing.
12. 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.
13. FUTURE SALE BY HRSD. 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.
14. BROKERS. Seller and HRSD both represent and warrant to the other that it has not hired, engaged, or consulted with any broker or agent in regard to this transaction. Each party agrees to indemnify and hold harmless the other from any and all costs, expenses, or damages resulting from any claim for brokerage fees or other similar forms of compensation made by

any real estate broker or other person or entity with whom a party has dealt, and who is not expressly named herein.

15. 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.
16. 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.
17. 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.

18. 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.
19. 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.
20. CAPTIONS. Captions are used in this Agreement for convenience only and will not be used to interpret this Agreement or any part of it.
21. GOVERNING LAW. This Agreement is to be construed in accordance with the laws of the Commonwealth of Virginia.
22. CHOICE OF FORUM/JURISDICTION. The parties hereby consent to the jurisdiction and venue of the courts of the Commonwealth of 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 same.
23. 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.
24. 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.

25. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each will be considered an original, and together they will constitute one Agreement.
26. FACSIMILE SIGNATURES. Facsimile signatures will be considered original signatures for the purpose of execution and enforcement of the rights delineated in this Agreement.
27. ETHICS IN PUBLIC CONTRACTING. By executing this Agreement, the undersigned Seller or its representative, and the representative of HRSD, certify that the prices agreed to in this Agreement were arrived at without collusion or fraud and that they have not offered or received any payment, kickbacks or other inducement from any other party to this Agreement or its agent or employee in connection with this Agreement, and that they have not conferred on any public employee having responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services (or anything of more than nominal value, present or promised) unless disclosed in this Agreement.

(Remainder of page intentionally left blank – Signature Pages follow)

**SELLER:**

**WHITE OAK DEVELOPMENT LLC**



\_\_\_\_\_  
(Signature)

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

**HAMPTON ROADS SANITATION DISTRICT**

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

EXHIBIT A

(Legal description forthcoming)

EXHIBIT B

(Boundary Line or Resub Plat forthcoming)



White Oak

Show search results for White ...

10,715.00

10,680.00

10,801.00

10,859.00

10,860.00

10,880.00

10,876.00

10,946.00

10,966.00

10,984.00

10,982.00

11,002.00

11,007.00

10,999.00

11,067.00

11,071.00

11,102.00

11,128.00

11,140.00

11,144.00

11,290.00

11,320.00

Proposed Acquisition  
Tax Map: 38-12-2  
(White Oak Dev.)

300ft

-76.444 37.553 Degrees



AGENDA ITEM 11. – September 28, 2021

**Subject:** Freedom of Information Act Policy and Training  
Commission Adopted Policy

**Recommended Action:** Approve revised policy.

**Brief:** The HRSD Freedom of Information Act Policy (FOIA) is not a policy that requires annual review by the Operations and Nomination Committee in accordance with the Commission Governance Guidelines. This policy is reviewed periodically by Counsel when preparing for the annual Freedom of Information Act (FOIA) training for Commissioners.

In preparation for the FOIA Training to be provided at the September Commission meeting, Counsel has reviewed the policy and made minor housekeeping changes in the attached [revised policy](#). Counsel will provide an overview of the Freedom of Information Act laws about meetings that must be followed by public servants. The presentation will include an explanation of what constitutes a meeting, proper notice of meetings, minutes and the appropriate use of emails by commission members.

## **1.0 Purpose and Need**

HRSD is occasionally requested to provide records in accordance with the Freedom of Information Act (FOIA), Code of Virginia §§ 2.2-3700 through 2.2-3715. Information may be requested verbally in person or over the phone, in writing, by fax, by email or other electronic communications. While not required to do so, HRSD will make every attempt to obtain records prepared by consultants, contractors, suppliers and vendors working directly for HRSD as part of a specific project or contract and share this information in response to a FOIA request, except in such cases where said records are protected as trade secrets or proprietary information of consultants, contractors, suppliers and vendors in accordance with Code of Virginia §2.2-4342.F. While we will make every attempt to obtain records requested of consultants, contractors, suppliers and vendors within the same response time as HRSD, they are not legally bound to meet the same time restrictions.

## **2.0 Definitions**

- 2.1 ***Public Records*** – all writings and recordings that consist of letters, words or numbers, or their equivalent, set down by handwriting, typewriting, printing, photostating, photography, magnetic impulse, optical or magneto-optical form, mechanical or electronic recording or other form of data compilation, however stored, and regardless of physical form or characteristics, prepared or owned by, or in the possession of a public body or its officers, employees or agents in the transaction of public business.
- 2.2 ***Records Held by Others*** – records consisting of studies, reports, plans, specifications and other project-related information prepared by consultants, contractors, suppliers and vendors working directly for HRSD as part of a specific project or service contract.
- 2.3 ***Working Papers*** – records prepared by or for certain executive level public officials for their personal or deliberative use.

## **3.0 Guiding Principles**

Code of Virginia, [Chapter 37 of Title 2.2 The Virginia Freedom of Information Act](#), the [Virginia Freedom of Information Advisory Council](#) and the [Virginia Coalition for Open Government](#).

#### **4.0 Procedures**

Any requests for information should be immediately forwarded to the FOIA Officer (Commission Secretary), who will log when and by whom the request was received. The FOIA Officer will provide the General Manager with a copy of each request and seek his guidance on obtaining legal counsel, if necessary, and determining who should respond. The FOIA Officer will coordinate the response and assure the request is acted upon in the prescribed amount of time, logging the response date. The Director of Communications will serve as backup FOIA Officer when necessary.

Public Records Maintained by HRSD will be provided under the following limitations:

- 4.1 Labor for production of documents will be charged to the requestor at the actual wage cost.
- 4.2 Costs for copies will be based on prices established in HRSD's copier contracts and paper costs. Larger drawings and blueprints will be done by outside contractors and charged at their usual rate. Postage and other material fees will be charged at their actual costs. Costs for providing electronic records will be charged at the usual rate for the staff person responding to the request.
- 4.3 Time necessary to locate, retrieve and/or reproduce documents or records will be charged at the usual rate for the staff person responding to the request. Documents can be provided on digital media, if requested.
- 4.4 Only documents that exist will be made available. It is not the responsibility of HRSD to create any documents.
- 4.5 There will be no mark-up or profit charged to the above-mentioned costs.
- 4.6 HRSD will provide the material requested within five working days or notify the requestor within five working days that an additional seven days is required and the reason. Additional time may be negotiated for large requests.
- 4.7 If the cost is expected to exceed \$200, HRSD may require payment of a deposit in advance in an amount not to exceed the estimated cost. The time required to fill the request stops until the payment is made.

The requestor may request an estimate of charges in advance. If so, HRSD must provide the estimate, and the period of time for HRSD's response to the records request does not begin until it receives a response from the requester regarding

**COMMISSION ADOPTED POLICY**  
***Freedom of Information Act***



Adopted: December 21, 2004

Revised: September 28, 2021

Page 3 of 4

the estimate. If there is no response from the requester within 30 days following provision of the estimate, HRSD may consider the request withdrawn.

- 4.8 All public records shall be open to the citizens of the Commonwealth, representatives of newspapers and magazines with circulation in the Commonwealth, and representatives of radio and television stations broadcasting in or into the Commonwealth during HRSD's regular office hours. Access to such records shall be provided by the FOIA Officer by inspection or by providing copies of the requested records, at the option of the requestor. HRSD may require the requester to provide their name and legal address. The FOIA Officer shall take all necessary precautions for preservation and safekeeping of the records.
- 4.9 If an exemption from mandatory is applicable, the exemption may be exercised.
- 4.10 Email and other electronic records may be public records subject to FOIA.
- 4.11 Only HRSD employees will access electronic information. No direct access to electronic files will be granted to requesting parties.
- 4.12 All working papers of the General Manager are exempt from FOIA.
- 4.13 The FOIA Officer shall be trained annually by legal counsel or the Virginia Freedom of Information Advisory Council.

**5.0 Responsibility and Authority**

In an effort to increase awareness of the public's right to information, Virginia now requires all public agencies to make their FOIA compliance doctrine available on their websites. The compliance doctrine entitled "[FOIA Rights and Responsibilities: The Rights of the Requesters and the Responsibilities of HRSD](#)" is available on HRSD.com and includes the following:

- A "plain language" explanation of the rights of the requestor under FOIA, the procedure to obtain records and the responsibilities of the agency in complying with FOIA;
- Information on how to reach the agency's designated FOIA contact person; and
- The agency's policy on records it routinely withholds as permitted by FOIA.

Approved:

**COMMISSION ADOPTED POLICY**  
*Freedom of Information Act*



Adopted: December 21, 2004	Revised: September 28, 2021	Page 4 of 4
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Frederick N. Elofson  
Commission Chair

Date

Attest:

\_\_\_\_\_  
Jennifer L. Cascio  
Commission Secretary

\_\_\_\_\_  
Date

**FOIA Rights and Responsibilities:  
The Rights of Requesters and the Responsibilities of HRSD**

Adopted: June 28, 2016

The Virginia Freedom of Information Act (FOIA), found in § 2.2-3700 et seq. of the *Code of Virginia*, guarantees citizens of the Commonwealth and representatives of the media access to public records held by public bodies, public officials and public employees.

A public record is any writing or recording -- regardless of whether it is a paper record, electronic file, audio or video recording, or any other format -- that is prepared by, owned by, or in the possession of a public body or its officers, employees or agents in the transaction of public business. All public records are presumed to be open, and may only be withheld if a specific, statutory exemption applies.

The purpose of FOIA is to promote an increased awareness by all persons of governmental activities. In furthering this policy, FOIA requires that the law be interpreted liberally, in favor of access, and that any exemption allowing public records to be withheld be interpreted narrowly.

### **Your FOIA Rights**

You have the right to request to inspect and/or receive copies of public records.

You have the right to request that any charges for the requested records be estimated in advance.

If you believe that your FOIA rights have been violated, you may file a petition in district or circuit court to compel compliance with FOIA. Alternatively, you may contact the Virginia FOIA Council for a nonbinding advisory opinion.

### **Making a Request for Records from HRSD**

You may request records by U.S. Mail, fax, email, in person or over the phone. FOIA does not require that your request be in writing, nor must you specifically state that you are requesting records under FOIA. From a practical perspective, written requests are preferred; they provide us with a clear statement of what records you are requesting and allow you to create a record of your request. However, we cannot refuse to respond to your FOIA request if you elect not to submit it in writing.

Your request must identify the records you are seeking with "reasonable specificity." This is a common-sense standard. It does not refer to or limit the volume or number of records that you are requesting; instead, it requires you to be specific enough to allow us to identify and locate the records that you are seeking.

HRSD is only required to provide [or...FOIA provides public access only to] existing records or documents. FOIA gives you a right to inspect or copy **records**; it does not apply to a situation where you are asking general questions about the work of HRSD, nor does it require HRSD to create a record that does not exist.

You may choose to receive electronic records in any format used by HRSD in the regular course of business. For example, if you are requesting records maintained in an Excel spreadsheet, you may elect to receive those records electronically, via email, on a computer disk or to receive a printed copy of those records.

If we have questions about your request, please cooperate with staff's efforts to clarify the type of records that you are seeking, or to attempt to reach a reasonable agreement about a response to a large request. Making a FOIA request is not an adversarial process, but we may need to discuss your request with you to ensure that we understand what records you are seeking.

To request records from HRSD or ask questions about requesting records, you may contact the designated FOIA officer:

Jennifer Cascio  
Commission Secretary  
HRSD  
PO Box 5911  
Virginia Beach, Virginia, 23471-0911  
757.460.7003  
[jcascio@hrsd.com](mailto:jcascio@hrsd.com)

If you wish to make your request in person, you may do so at: 1434 Air Rail Avenue, Virginia Beach, Virginia.

In addition, the Freedom of Information Advisory Council is available to answer any questions you may have about FOIA. The Council may be contacted by email at [foiacouncil@dls.virginia.gov](mailto:foiacouncil@dls.virginia.gov), or by phone at 804.225.3056 or [toll free] 866.448.4100.

### **HRSD's Responsibilities in Responding to Your Request**

HRSD must respond within five working days of receiving your request. "Day One" is considered the day after your request is received. The five-day period does not include weekends or state holidays.

The reason for your request for public records from HRSD is irrelevant, and you are not obligated to state why you want the records before we respond to your request. FOIA does, however, allow HRSD to require you to provide your name and legal address.

FOIA requires HRSD to make one of the following responses to your request within the five-day time period:

- (1) We provide you with the requested records in their entirety.
- (2) We withhold all of the requested records because they are subject to a specific statutory exemption. If all of the records are being withheld, we must send you a written response identifying the volume and subject matter of the records being withheld and stating the specific section of the *Code of Virginia* that allows us to withhold them.

- (3) We provide some of the requested records, but withhold other records. We cannot withhold an entire record if only a portion of it is subject to an exemption. In this instance, we may redact the portion of the record that may be withheld and provide you with the remainder of the record. We must provide you with a written response stating the specific section of the *Code of Virginia* that allows portions of the requested records to be withheld.
- (4) We inform you in writing that the requested records cannot be found or do not exist. However, if we know that another public body has the requested records, we must include contact information for the other public body in our response.
- (5) If it is practically impossible for HRSD to respond to your request within the five-day period, we must state this in writing and explain the conditions that make the response impossible. This will grant us seven additional working days, for a total of 12 working days, to respond to your request.

If you make a request for a very large number of records, and we believe that we cannot provide the records to you within 12 working days without disrupting our other organizational responsibilities, we may petition the court for additional time to respond to your request. However, FOIA requires that we make a reasonable effort to reach an agreement with you concerning the production of the records before we petition the court for additional time.

## **Costs**

A public body may make reasonable charges not to exceed its actual cost incurred in accessing, duplicating, supplying, or searching for the requested records. No public body shall impose any extraneous, intermediary, or surplus fees or expenses to recoup the general costs associated with creating or maintaining records or transacting the general business of the public body. Any duplicating fee charged by a public body shall not exceed the actual cost of duplication. All charges for the supplying of requested records shall be estimated in advance at the request of the citizen as set forth in subsection F of § 2.2-3704 of the Code of Virginia.

Costs for copies will be \$0.10 per sheet for photo-copied or printed 8" x 11" sheets. Larger drawings and blueprints will be done by outside contractors and charged at their usual rate. Postage and other material fees will be charged at their actual costs. Costs for providing electronic records will be charged at the usual rate for the staff person responding to the request and shall not include general overhead costs.

If we estimate that it will cost more than \$200 to respond to your request, we may require you to pay a deposit, not to exceed the amount of the estimate, before proceeding with your request. The five working days that we are granted to respond to your request do not include the time between when we ask for a deposit and when you respond.

You may ask that we estimate in advance the charges for supplying the requested records. This will inform you of charges upfront and/or give you the opportunity to modify your request in an attempt to lower the estimated costs. The statutory time limits for response provided by FOIA do not begin until you grant HRSD the permission to proceed by approving the estimate



or paying the deposit as required above. Your failure to respond within 30 days of HRSD providing a requested estimate of costs allows HRSD to consider your request withdrawn.

All deposits shall be paid by check or money order payable to HRSD and mailed or delivered to HRSD's office at 1434 Air Rail Avenue in Virginia Beach. Checks and money orders will only be deposited once the FOIA request is complete. Any outstanding balance due must be paid before or as the responding records are released. Any balance remaining from the deposit shall be returned to the requester.

If you owe HRSD money from a previous FOIA request that has remained unpaid for more than 30 days, we may require payment of the past-due bill before responding to your new FOIA request.

### **Types of Records**

Records maintained by HRSD include, for example, personnel records, record drawings and contracts into which HRSD has entered. If you are unsure whether HRSD has the record(s) you seek, please contact the HRSD FOIA officer directly.

### **Commonly Used Exemptions**

The *Code of Virginia* allows any public body to withhold certain records from public disclosure in its discretion. Exemptions HRSD may use include, but are not limited to, the following:

- Personnel records § **2.2-3705.1(1)**
- Records subject to attorney-client privilege § **2.2-3705.1(2)**
- Vendor proprietary information § **2.2-3705.1 (6)**
- Appraisals and cost estimates of real property subject to a proposed purchase, sale or lease, prior to the completion of such purchase, sale or lease § **2.2-3705.1 (8)**
- Negotiation and award of a contract, prior to a contract being awarded § **2.2-3705.1 (12)**
- The portions of records that contain account numbers or routing information for any credit card, debit card or any other account with a financial institution of any person or public body § **2.2-3705.1(13)**
- General Manager's working papers § **2.2-3705.7(2)**
- Information, such as social security numbers, made confidential under other laws.

For a full list of exemptions, see the *Code of Virginia* § 2.2-3705.1 et seq.

### **Policy Regarding the Use of Exemptions**

It is HRSD's policy to exempt any and all records that are allowed to be exempted, redacted or excluded from production by law. [Note: Consider whether you wish to retain this language. It seems categorically contrary to the underlying spirit of FOIA under which exercise of discretionary exemptions is implicitly expected to be done on a case-by-case basis.]

AGENDA ITEM 12. – September 28, 2021

**Subject:** Ethics Policy and Training  
Commission Adopted Policy

**Recommended Action:** Approve revised policy.

**Brief:** The Ethics Policy is one of two policies specifically identified as requiring annual review by the Operations and Nominations Committee in the Commission Governance Guidelines. When the O&N Committee met this year, the Virginia Public Procurement Act (VPPA) impact was still being reviewed by Counsel and the Committee reported out that staff would bring the revised policy to the Commission at the time the next scheduled Ethics Training was provided.

The Commission approved the original Ethics Policy in October 2015 in response to the Ethics Reform Bill passed during the 2015 session. An argument could be made (and has in the past) that Chapter 31 of Title 2.2, the State and Local Government Conflict of Interests Act does not apply to HRSD as we fall somewhere between a state agency and a local government. Despite this ambiguity, given the political climate at the time and HRSD's desire to continue to operate as a model governmental entity, staff proposed the policy and the Commission adopted it.

Changes to the Virginia Public Procurement Act have been incorporated into the attached revised [Ethics Policy](#) including:

- Revised definitions for: Not a Gift and Immediate Family
- New definitions for: Official Responsibility, Pecuniary Interest Arising from the Procurement, Procurement Transaction, and Public Employee
- Updated Guiding Principles related to employee official responsibility

Changes to this policy will be incorporated into the biannual training for employees, as required by the policy, which is due in January 2022. The Commission General Counsel, Ms. Robyn Hansen, of Sands Anderson will provide an overview of ethics and conflict of interest for the Commission, meeting the periodic training requirement per the policy.

## 1.0 Purpose and Need

As a public body, gaining and keeping the trust of the public is paramount. HRSD Commissioners and employees are committed to maintaining high ethical standards in every aspect of their business as members of a public body. As a political subdivision of the Commonwealth, HRSD Commissioners and employees are committed to complying with all applicable laws and regulations governing ethics and conflicts of interest. **This policy is applicable to all HRSD Commissioners and employees.**

## 2.0 Definitions

**Conflict of Interest** – A situation in which a person is in a position to derive personal benefit from actions or decisions made in their official capacity.

**Gift** – Any goods, meals, services, loans, tickets to events, greens fees, travel, lodging or similar items with monetary value or discounts, favors, gratuities, hospitality, forbearance, etc. This includes prizes awarded from drawings or similar games of chance at events attended in an official capacity. This also includes wreaths, candy, cookies, fruit baskets, etc., whether addressed to an individual or to HRSD.

**Not a Gift** – For the purposes of this policy the following are not considered gifts:

- Offer of a ticket, coupon, admission or pass if such item is **not** used;
- Honorary degrees;
- Food or beverage consumed and mementos received at an event at which an individual is performing official duties or is a speaker;
- Registration or attendance fees (not travel costs) at an event at which individual is a speaker or event coordinator;
- Unsolicited awards of appreciation or recognition (plaque, trophy, wall or desk memento);
- Gifts from relatives or Personal Friends;
- Travel paid for by the United States government of the or any of its territories, or any state or political subdivision of such state;
- Travel, meals and activities directly associated with and paid for by a professional association that HRSD pays dues to on behalf of the agency or individual as part of their official duties;
- Scholarships awarded competitively;
- Travel related to an official meeting of HRSD; and
- Travel, lodging, meals, activities and logo clothing and related similar items associated with recruitment activities for permanent employment outside of HRSD while employed in an intern position

**HRSD Commissioner** – A non-salaried citizen member of the HRSD Commission.

**Immediate Family** – Includes spouse, children, parents, brothers and sisters, and any other person living in the same household as the employee. (*Code of Virginia*, § 2.2-4368).

**Intern Positions** – On-the-job experience for high school students, college and university students, or post-graduate adults, hired on a part-time seasonal or part-time temporary basis.

**Official Responsibility** - Administrative or operating authority, whether intermediate or final, to initiate, approve, disapprove or otherwise affect a procurement transaction, or any claim resulting therefrom.

**Pecuniary Interest arising from the Procurement** - A personal interest in a contract as defined in the State and Local Government Conflict of Interests Act (§ [2.2-3100](#) et seq.).

**Personal Friend** – An individual whose relationship with an HRSD employee or HRSD Commissioner pre-dates employment/appointment with HRSD and the relationship has a history of gift exchange or with whom a personal relationship developed totally unrelated to the employee’s or HRSD Commissioner’s position with HRSD.

**Procurement Transaction** - All functions that pertain to the obtaining of any goods, services or construction, including description of requirements, selection and solicitation of sources, preparation and award of contract, and all phases of contract administration.

**Public employee** - Any person employed by a public body, including elected officials or appointed members of governing bodies.

**Widely Attended Event** – An event to which at least 25 persons have been invited or there is a reasonable expectation that at least 25 persons will attend the event and the event is open to individuals (i) who are members of a public, civic, charitable or professional organization, (ii) who are from a particular industry or profession, or (iii) who represent persons interested in a particular issue. Golf outings are never considered a widely attended event or a part of a widely attended event.

### 3.0 Guiding Principles

All HRSD employees having official responsibility for Procurement Transactions shall conduct business in a fair and impartial manner with the avoidance of any impropriety or appearance of impropriety. Transactions relating to the expenditure of public funds require the highest degree of public trust.

Except as may be specifically allowed by the *Code of Virginia* § 2.2-3112, subdivisions B 1, 2, and 3, no HRSD employee having official responsibility for a Procurement Transaction shall participate in that transaction on behalf of HRSD when the employee knows that:

- The employee is contemporaneously employed by a bidder, offeror, or contractor involved in the Procurement Transaction; or,
- The employee, the employee's partner, or any member of the employee's immediate family holds a position with a bidder, offeror, or contractor such as an officer, director, trustee, partner or the like, or is employed in a capacity involving personal and substantial participation in the Procurement Transaction, or owns or controls an interest of more than five percent; or
- The employee, the employee's partner, or any member of the employee's immediate family has a pecuniary interest arising from the Procurement Transaction; or
- The employee, the employee's partner, or any member of the employee's immediate family is negotiating, or has an arrangement concerning prospective employment with a bidder, offeror, or contractor.

No HRSD employee having administrative or operating authority, whether intermediate or final, to initiate, approve, disapprove, or otherwise affect a Procurement Transaction, or any claim resulting there from:

- Shall solicit, demand, accept, or agree to accept from a bidder, offeror, contractor, or subcontractor any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal or minimal value present or promised, unless consideration of substantially equal or greater value is exchanged; (*Code of Virginia*, § 2.2-4371)
- Shall accept employment from any bidder, offeror, or contractor with whom the employee dealt in an official capacity concerning Procurement Transactions for a period of one year from the cessation of employment by HRSD unless the employee or former employee provides written

notification to HRSD prior to commencement of employment by that bidder, offeror, or contractor. (*Code of Virginia, § 2.2-4370*)

HRSD Commissioners and employees shall conduct themselves beyond reproach. Improprieties or the appearance of improprieties will not be tolerated. The following prohibitions apply to HRSD Commissioners, employees and their Immediate Families:

- Soliciting, accepting or receiving any Gift from any entity or person seeking to contract with HRSD subject to exemptions for Gifts from relatives or Personal Friends.
- Having a Personal Interest in or benefiting from any contract with HRSD other than the employee's own employment contract. Where such interest pre-exists, it shall be disclosed and the HRSD Commissioner or employee shall refrain from voting on or acting on behalf of HRSD in any manner in relation to the contract.
- Participating in a transaction with HRSD where the employee has a Personal Interest in or may benefit from the transaction.. Such interest shall be disclosed and the HRSD Commissioner or employee shall refrain from voting on or acting on behalf of HRSD in any manner in relation to the transaction.
- Engaging in transactions (excluding those associated with connection, payment or maintenance of a sewer service account or related activities available to all HRSD customers) with HRSD for a period of 12months post-employment or appointment (excluding employees in Intern Positions).

Food, beverages, mementos, entertainment or the cost of admission may be accepted when such a Gift is accepted or received while in attendance at a Widely Attended Event and is associated with the event.

Gifts shall be returned whenever practicable. If return is not practicable, perishable gifts may be shared with the entire work center. Non-perishable gifts shall be collected and distributed to local charities as appropriate.

#### **4.0 Procedures**

This policy shall be communicated and provided to all HRSD Commissioners and employees upon commencement of appointment/employment and an acknowledgement of such shall be retained permanently in each employee's personnel file [Enterprise Resource Planning (ERP) System]. HRSD

**COMMISSION ADOPTED POLICY**  
*Ethics*



**Adopted: October 27, 2015**

**Revised: September 28, 2021**  
**Effective: October 1, 2021**

**Page 5 of 6**

Commissioners' acknowledgements shall be retained by the Commission Secretary.

HRSD Commissioners or employees who have a Personal Interest in a company doing business with HRSD, or believe they have any other conflict requiring disclosure, shall disclose those interests immediately upon discovery of the personal interest in a company doing business with HRSD or other potential conflict. The Conflict of Interest Disclosure Form will include name and address of company doing business with HRSD, name and position of person at the company, as well as start and end date of the conflict.

HRSD Commissioners or employees who receive gifts at widely attended events that exceed \$100 in value shall disclose those gifts within 60 days of receiving a gift. The Gift Disclosure Form will include the name of the company/vendor giving the gift, estimated value and date received.

Employee disclosure forms will be available in the ERP system. HRSD Commissioner disclosure forms shall be obtained through, filed with and retained by the Commission Secretary. All disclosure forms may be reviewed by legal counsel.

Training on the Ethics Policy shall be provided to all HRSD employees on a biannual basis with records of attendance maintained in the ERP system. Training on the Ethics Policy will be provided to HRSD Commissioners at time of appointment and periodically thereafter.

**COMMISSION ADOPTED POLICY**  
*Ethics*



Adopted: October 27, 2015

Revised: September 28, 2021  
Effective: October 1, 2021

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**5.0 Responsibility and Authority**

This policy shall be reviewed annually by the Operations and Nominations Committee and revised as required to conform to current law and regulations.

Approved:

\_\_\_\_\_  
Frederick N. Elofson, CPA  
Commission Chair

\_\_\_\_\_  
Date

Attest:

\_\_\_\_\_  
Jennifer L. Cascio  
Commission Secretary

\_\_\_\_\_  
Date



AGENDA ITEM 13.– September 28, 2021

**Subject:** Remote Participation  
Revised Policy

**Recommended Action:** Approve the revised Remote Participation Policy.

**Brief:** The Commission formally adopted a Remote Participation Policy on July 28, 2015. There have been several changes to the Code of Virginia related to remote participation since that time, the most recent during the 2021 Special Session I. The proposed revisions bring the HRSD Remote Participation into compliance with these changes including the ability for a Commissioner to participate remotely should their principal residence be 60 miles away from the noticed meeting location.

The Remote Participation Policy is one of the two specific policies that are required to be reviewed by the Operations and Nominations Committee on an annual basis. This year's review took place prior to the publication of the most recent Code of Virginia changes and as such, no revisions were deemed necessary at that time.

Staff recently recognized the new provisions within the Code for regional public bodies could ease the physical attendance burden (due to extreme travel distance) on Commissioners residing in remote parts of our service area. The October meeting scheduled for Newport News may create the first opportunity for a Commissioner to exercise this new option and there was not time to convene the Operations and Nominations Committee and allow the Commission to consider these changes at the September meeting. As such staff has worked with counsel to revise the Remote Participation Policy to incorporate these changes and is presenting it to the full Commission without the benefit of review by the Operations and Nominations Committee

The attached revised [policy](#) is based on guidance provided by HRSD's General Counsel.

## **1.0 Purpose and Need**

In accordance with Virginia Code §2.2-3708.2(B), HRSD as a regional public body desires to afford a Commissioner the opportunity to participate remotely in a Commission meeting when the Commissioner's principal residence is more than sixty (60) miles from the meeting location identified in the required notice for such meeting. Additionally, on occasion a Commissioner may be unable to attend a meeting of the Commission due to a physical disability or medical condition of the Commissioner or a family member of the Commissioner for whom the Commissioner is required to provide care, or an emergency or personal situation. This policy covers how a Commissioner may still participate from a remote location in meetings of the HRSD Commission by electronic means as permitted by Virginia Code § 2.2-3708.2 (A) and (B).

## **2.0 Definitions**

***Emergency or personal matter*** – Examples include but are not limited to car trouble on the way to the meeting; traffic congestion or stoppage; personal, family or business emergency; blizzard, flood or other sudden severe weather conditions that prevent travel to the meeting location.

***Physical disability or other medical condition of Commissioner*** – Examples include but are not limited to temporary hospitalization or confined to home, contagious illness, any permanent physical disability that prevents travel to the meeting location by the Commissioner.

***Physical disability or other medical condition of a family member of a Commissioner***- is limited to those situations in which the family member's disability or medical condition requires the Commissioner to provide care for the family member and thus prevents the Commissioner from physically attending the meeting.

***Quorum*** - Four members of the Commission physically assembled in one location shall constitute a quorum.

## **3.0 Guiding Principles**

The HRSD Commission practices open and transparent governance in full compliance with the Virginia Freedom of Information Act ("FOIA") and other applicable laws and regulations.

**COMMISSION ADOPTED POLICY**  
*Remote Participation*



Adopted: July 28, 2015

Revised: September 28, 2021

Page 2 of 3

Remote participation in committee or subcommittee meetings, as a committee member, shall not be permitted.

This policy shall apply to the entire membership and without regard to the identity of the member requesting remote participation or the matters that will be considered or voted on at the meeting.

Use of a mobile device while driving should be avoided.

Remote participation due to an emergency or personal matter is limited to two meetings per member per year out of the twelve required meetings of the Commission held each year. This limit does not apply to remote participation due to a physical disability, other medical condition of a Commissioner or a Commissioner's family member or because the Commissioner's principal residence is more than 60 miles from the identified meeting location.

Commissioners with temporary or permanent disability or other medical condition that prevents the Commissioner's physical attendance or a Commissioner who cannot attend due to the need to care for a family member's temporary or permanent disability or other medical condition that prevents the Commissioner's physical attendance may participate remotely in accordance with this policy. Additionally, a Commissioner whose principal residence is located more than 60 miles from the identified noticed meeting location may participate remotely in accordance with this policy.

#### **4.0 Procedures**

In order to permit a Commissioner to participate in a meeting by electronic means, a quorum of the HRSD Commission must be physically assembled at the noticed meeting location. Arrangements also must be made for the voice of the remote participant to be heard by all persons at the noticed meeting location.

**Unable to attend pursuant to §2.2-3708.2(A).** On or before the day of a properly noticed meeting, a Commissioner who is unable to attend shall notify the Chair of one of the following reasons the Commissioner cannot attend: (1) Commissioner has a disability/medical condition that prevents the Commissioner from physically attending the meeting, (2) a family member of the Commissioner has a disability/medical that requires the Commissioner to provide care and prevents the Commissioner from attending the meeting, or (3) the Commissioner has a personal matter which prevents the Commissioner from attending the meeting. The Commissioner shall identify with specificity the nature of the personal reason the Commissioner cannot attend.

**COMMISSION ADOPTED POLICY**  
*Remote Participation*



Adopted: July 28, 2015

Revised: September 28, 2021

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**Unable to attend pursuant to §2.2-3708.2(B).** On the day of a properly noticed meeting, a Commissioner notifies the Chair that the Commissioner's principal residence is located more than 60 miles from the meeting location identified in the required notice for the meeting and the Commissioner accordingly desires to participate remotely.

The specific reason that the Commissioner is unable to attend the meeting and the remote location from which the Commissioner participates will be recorded in the meeting minutes.

Individual participation from a remote location must be approved by majority vote of the Commissioners physically assembled at the noticed meeting location. If the HRSD Commission votes to disapprove of a Commissioner's participation from a remote location because such participation would violate this policy, such disapproval will be recorded in the minutes with specificity.

**5.0 Responsibility and Authority**

This policy shall be reviewed annually by the Operations and Nominations Committee and revised as required to conform to current law and regulations.

Approved:

\_\_\_\_\_  
Frederick N. Elofson, CPA  
Commission Chairman

\_\_\_\_\_  
Date

Attest:

\_\_\_\_\_  
Jennifer L. Cascio  
Commission Secretary

\_\_\_\_\_  
Date

AGENDA ITEM 14. – September 28, 2021

**Subject:** COVID-19 Wastewater Surveillance Study Update

**Recommended Action:** No action is required.

**Brief:** Staff will present the latest data and status of the COVID-19 surveillance work.

AGENDA ITEM 15. – September 28, 2021

**Subject:** Executive Search Committee Report

**Recommended Action:** Receive the Executive Search Committee's Report on recruitment efforts for General Manager.

**Brief:** Commissioners Levenston (committee chair), Rodriguez and Taraski met on September 28, 2021 to review the draft of the recruitment brochure. Commissioner Levenston will provide an update to the full Commission at its regular meeting on September 28, 2021.

AGENDA ITEM 16. – September 28, 2021

**Subject:** Staff Appointment  
Assistant Commission Secretary

**Recommended Action:** Appoint Ms. Diane Wishart as the Assistant Commission Secretary

**Brief:** The Enabling Act requires the Commission to appoint a secretary. In 2008, the Commission recognized the duties for the Secretary as specified in the Enabling Act (see excerpt below) can be time sensitive, depending on the requested information.

Excerpt from the Enabling Act:

*“The Commission shall appoint a secretary, who may or may not be a member of the Commission, and a treasurer, who shall not be a member of the Commission. The compensation of the secretary and of the treasurer shall be fixed by the Commission. The secretary and the treasurer shall serve at the pleasure of the Commission.*

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

The Commission previously appointed Ms. Bobbi Hermans in June of 2019 as the Assistant Commission Secretary to perform the duties of the Secretary when the Secretary is unavailable to perform the required duties. Ms. Hermans has been promoted to a new position in the Finance Department. Consequently, she is no longer readily available to perform the duties of Assistant Commission Secretary.

Ms. Diane Wishart, Water Quality Department Administrative Coordinator, has the skills and is available to perform the duties of the Secretary when warranted. Originally coming from the Virginia Department of Taxation, she was hired in June of 2008 as the Water Quality Administrative Coordinator. She has served on numerous teams at HRSD to include the Sustainable Environment Advocacy (SEA) Team where she serves as a co-captain leading three committees, served on the board for the organization’s Toastmaster’s Club earning many awards in the program, and serves as a founding member of the HRSD SharePoint Governance Team. She serves on three committees as a volunteer for the Virginia Water Environment Association (VWEA) and is directly involved with the annual WaterJAM conference.

Diane holds a Business Administration with a focus in Management Bachelor’s degree from Saint Leo University and a Paralegal Associates of Applied Science degree from Tidewater Community College. She has been a notary of the State of Virginia for fifteen years, has a professional designation as a Certified Administrative Professional (CAP), is a certified Litigation Specialist, and is licensed with the Virginia Department of Criminal Justice Services as a Private Investigator.

Staff recommends the Commission appoint Ms. Diane Wishart as the Assistant Commission Secretary with the specific duty of fulfilling the role of Secretary to the Commission when the Secretary is unavailable to perform required duties.

AGENDA ITEM 17. – September 28, 2021

**Subject:** Unfinished Business



AGENDA ITEM 18. – September 28, 2021

**Subject:** New Business

AGENDA ITEM 19. – September 28, 2021

**Subject:** Commissioner Comments

AGENDA ITEM 20. – September 28, 2021

**Subject:** Public Comments Not Related to Agenda

AGENDA ITEM 21. – September 28, 2021

**Subject:** Informational Items

**Recommended Action:** No action is required.

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

- a. Management Reports
  - (1) [General Manager](#)
  - (2) [Communications](#)
  - (3) [Engineering](#)
  - (4) [Finance](#)
  - (5) [Information Technology](#)
  - (6) [Operations](#)
  - (7) [Talent Management](#)
  - (8) [Water Quality](#)
  - (9) [Report of Internal Audit Activities](#)
- b. [Strategic Planning Metrics Summary](#)
- c. [Effluent and Air Summaries with Items of Interest](#)
- d. [Emergency Declaration – Center Avenue Force Main Failure – 1209 Tyler Avenue, Newport News](#)



September 21, 2021

Re: General Manager's Report

Dear Commissioners:

COVID remains a challenging issue to manage with a large workforce of essential workers. August saw a significant increase in confirmed cases among employees as well as community exposures, quarantines, and the associated contact tracing. The steep increase in COVID-related issues was really felt by the Talent Management staff as they experienced flashbacks to the peak contact tracing and exposure investigation workload of December and January. While we are not back to those levels, the numbers are increasing significantly.

The operational impact of the increased number of COVID exposures and cases has been tempered by the high vaccination rate of our workforce. With 77 percent fully vaccinated, the need to quarantine has been significantly reduced; however, we remain at risk with the nearly 200 HRSD employees unvaccinated as of the end of August.

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

- A. **Treatment Compliance and System Operations:** During the week of August 15, a weekly maximum concentration exceedance for the final effluent TSS limit occurred at the Town of Surry facility. All other plants met permit. Two pipe failures and one contractor error were causes of the three spills reported in the Interceptor System in August.
- B. **Internal Communications:** I participated in the following meetings/activities with HRSD personnel:
1. A meeting to define the objectives of a northern Accomack County sewer masterplan study
  2. One new employee orientation session
  3. A meeting to review plans for the 2021 United Way Campaign
  4. A meeting to review the Urbanna property acquisition for a new pump station
  5. A meeting to review sanitary sewer overflows included in the latest DOJ/EPA stipulated penalty demand
  6. A review of well locations proposed for the Nansemond full-scale SWIFT project
  7. A planning meeting for the Tabb PRS open house
  8. A meeting to plan the WIFIA loan closing event with the US EPA Assistant Administrator for Water



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C. **External Communications:** I participated in the following meetings/activities:

1. Attended the Utility Management Conference
2. A meeting with the Chesapeake Bay Foundation staff to discuss potential advocacy efforts related to the wastewater funding included in the recent budget for the Commonwealth
3. A meeting of the US EPA Environmental Financial Advisory Board
4. Hosted a tour of the SWIFT Research Center for Congresswoman Luria's District Director, Dr. Charles Stuppard
5. Met with KANDO, an Israeli firm developing collection system monitoring technology
6. A meeting with planners of the US EPA Water Security Summit
7. The US Water Alliance's resilience workshop

D. **Consent Decree Update:**

- We are still waiting for final signatures from US EPA and DOJ on the Fifth Amendment.
- We made a counter proposal to DOJ/EPA regarding the latest demand for stipulated penalties from calendar year 2020 and January 2021. We have not received a response as of the end of August.

On September 9<sup>th</sup> President Biden issued an executive order requiring employers with more than 100 employees to mandate their employees be fully vaccinated or regularly tested. This order will be executed through the Department of Labor, Occupational and Health Administration. Robyn and I briefed the Commission on vaccine mandates several months ago. At the time, we decided to hold off on the mandate and continue our efforts to provide information and incentives that would allow employees to make an informed decision and get vaccinated voluntarily. With the President's order, we have decided to move forward with requiring all HRSD employees to get vaccinated or receive an approved medical or religious exemption. This is an important step in insuring we can continue to provide our critical services with adequate staffing as COVID continues to ebb and flow throughout our communities.

At our meeting next week, staff will be presenting a revised Remote Participation Policy that offers some new flexibility for remote participation. Although these changes will provide some flexibility, the need to meet in-person remains and we will continue to refine our meeting practices to balance the need to protect public health and allow full public participation. We will be meeting as we did last month, in the VIP Conference Room at 1434 Air Rail Avenue in Virginia Beach. Each Commissioner will have their individual device connected to Zoom (muted) and a centralized microphone and speaker for audio on Zoom. Zoom will be displayed on the screens in the meeting as well.

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 in person on Tuesday, September 28, 2021.**

Respectfully submitted,

Ted Henifin, P.E.  
General Manager

TO: General Manager  
 FROM: Director of Communications  
 SUBJECT: Monthly Report for August 2021  
 DATE: September 16, 2021





A. Publicity and Promotion

HRSD and/or SWIFT were mentioned or featured in eight news stories or media mentions on topics that included:

1. Stern appointed to HRSD Commission
2. Urbanna Pump Station
3. COVID-19 tracking through wastewater (HRSD works with City of Chesapeake)

B. Social Media and Online Engagement

1. Metrics

Social Media Metrics August 2021				
METRIC	 FACEBOOK	 LINKEDIN	 TWITTER	 YOUTUBE
Number of Posts *number of published posts	11	2	9	2:17 average view duration
Number of Followers/Likes *total number of fans	1,610	5,302	570	237
Engagement *sum of reactions comments and shares	154	36	46	895 unique viewers
Traffic *total clicks on links posted	29	32	51	3.5% click-through



## 2. Top posts on Facebook, Twitter, and YouTube

### a. Top Facebook post

**Post Details**

**HRSD**  
August 25

Looking for a paid internship this fall? The Boater Pump Out Program is hiring for the off season (September - May)!  
Share this paid opportunity with anyone who may be interested!  
Apply here: <http://ow.ly/OtDI50FXWDb>

**Performance for Your Post**

<b>1,318</b> People Reached		
<b>33</b> Likes, Comments & Shares (g)		
15 Likes	9 On Post	6 On Shares
11 Comments	3 On Post	8 On Shares
7 Shares	7 On Post	0 On Shares
<b>98</b> Post Clicks		
3 Photo Views	17 Link Clicks (g)	78 Other Clicks (g)

**NEGATIVE FEEDBACK**

0 Hide Post	0 Hide All Posts
0 Report as Spam	0 Unlike Page

Reported stats may be skittayed from what appears on posts

**Get More Likes, Comments and Shares**  
When you boost this post, you'll show it to more people.

1,318 People Reached      131 Engagements      **Boost Post**

askhrgreen.org, Amanda Albright and 7 others      2 Comments 7 Shares

Like      Comment      Share

### b. Top Tweet

**Top Tweet** earned 1,464 impressions

Watch how HRSD is testing wastewater to understand COVID-19 trends in Hampton Roads! [youtu.be/w9SntZKf0aU](https://youtu.be/w9SntZKf0aU)  
[@AboutChesapeake](https://twitter.com/AboutChesapeake)  
[pic.twitter.com/4ASLUzybKF](https://pic.twitter.com/4ASLUzybKF)

1      3      7

### c. Top YouTube Videos

- (1) [The Wastewater Treatment Process](#) (628 views)
- (2) [Tabb Pressure Reducing Station](#) (140 views)
- (3) [What is Asset Management? HRSD Celebrates Infrastructure Week | United for Infrastructure](#) (122 views)
- (4) [HRSD Atlantic Treatment Plant Cambi Tour](#) (42 views)

(5) [SWIFT Research Center: What is the Potomac Aquifer?](#) (32 views)

3. Impressions and Visits

- a. Facebook: 7,232 page impressions, 5,476 post impressions reaching 5,283 users and Facebook engagement of 154 (122 reactions 16 shares and 16 comments) and 103 link clicks
- b. Twitter: 10,800 tweet impressions; 1,093 profile visits and 29 mentions
- c. HRSD.com/SWIFTVA.com: 1,010 page visits
- d. LinkedIn Impressions: 1,772 page impressions and 1,655 post impressions
- e. YouTube: 1,123 views
- f. Next Door unique impressions: 2,273 post views from six targeted neighborhood postings
- g. Blog Posts: 0
- h. Construction Project Page Visits – 1,421 total visits (not including direct visits from home page, broken down as follows:
  - (1) 939 visits to individual pages
  - (2) 482 to the status page

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

1. News Releases: 0
2. Traffic Advisories: 4
3. Construction Notices and or notices to neighbors: 6
4. Advertisements: 0
5. Project Notices: 5 (via door hangings and/or mailing reaching approximately 1,613 residents)
6. Project/Community Meetings: 0
7. New Project Web Pages: 1
8. New Project Videos: 0

D. Special Projects and Highlights

1. Director participated in the Water Reuse Education & Advisory Group meeting.
2. Director participated in the Water Research Foundation Steering Committee meeting.
3. Director attended a meeting with EPA and WIFIA communications staff to discuss a September event recognizing HRSD's receipt of the second tranche of its WIFIA loan.

E. Internal Communications

1. Director participated in the following internal meetings and events:
  - a. Coordination meeting with operations staff to develop reporting structure for treatment plant incidents
  - b. SWIFT Community Commitment Plan Steering Committee meeting
  - c. HRSD 2021 United Way Campaign meeting
  - d. Design meeting with operations staff and graphic designer for commemorative poster for Chesapeake-Elizabeth Treatment Plant decommissioning
  - e. Meeting to plan second WIFIA check award event
  - f. Planning meetings for Tabb Pressure Reducing Station open house event
  - g. Meeting with engineering staff related to Town of Urbanna pump station
  - h. Discharge Monitoring Report (DMR), SWIFT Quality Steering Team (QST) and QST meetings
2. Director conducted biweekly communications department status meetings and weekly one-on-one and team check-in meetings.
3. Staff attended project progress meetings and presentation and outreach development meetings with various project managers.

F. Metrics

1. Educational and Outreach Activities (all virtual unless otherwise noted): 2
  - a. Self-guided SWIFT Virtual Tours – 52 views (analytics specify number of times the “Take a Tour” button was selected)
  - b. 08/31 – What to Flush (Pee, Poop, and Toilet Paper) educational poster developed and shared via website and social media: 331 people reached; 5 clicks; 11 reactions, comments and shares
2. Number of Community Partners: 0
3. Additional Activities Coordinated by Communications Department: 0

4. Monthly Metrics Summary

<b>Item #</b>	<b>Strategic Planning Measure</b>	<b>Unit</b>	<b>August 2021</b>
M-1.4a	Total Training Hours per Full Time Employee (3) - Current Month	Hours / #FTE	1.5
M-1.4b	Total Training Hours per Full Time Employee (3) - Cumulative Fiscal Year-to-Date	Hours / #FTE	4.5
M-5.2	Educational and Outreach Events	Number	2
M-5.3	Number of Community Partners	Number	0

Respectfully,

Leila Rice, APR  
Director of Communications

TO: General Manager  
FROM: Director of Engineering  
SUBJECT: Engineering Monthly Report for August 2021  
DATE: September 14, 2021

A. General

1. Capital Improvement Program (CIP) spending for the first month of Fiscal Year (FY) 2022 was below planned spending target. The first month of the fiscal year is typically lower than planned due to accounting adjustments for projects associated with the previous fiscal year.

CIP Spending (\$M):

	Current Period	FYTD
Actual	6.84	6.84
Plan	19.60	19.60

2. The Engineering Department held its annual Consultant Coordination Meeting virtually on August 6 with 70 individuals in attendance. We use this meeting to review issues of common concern and provide updates to HRSD's standards and procedures. Issues discussed at the meeting included updates to HRSD's Design & Construction Standards, concerns with construction cost volatility, design errors and omissions, COVID-19 concerns, and other internal programs of interest to consultants doing work with HRSD. This meeting is a good way to share information, and the use of a virtual meeting platform allowed more individuals to attend.

B. Asset Management Division

1. Biennial cathodic protection (CP) system inspection field work was completed in August. This work involves the inspection of existing cathodic protection systems designed to address corrosion of pipes of the interceptor sewer system. Staff reviewed the findings of the CP inspections of the North Shore system. Some CP systems require anode replacements and a few CP systems require redesign. Next steps will be to review the CP inspections of the South Shore system and recommend repairs and potentially new projects to design new CP systems for undersized systems.
2. Asset Management Division Staff are working with Operations Department Staff to review and update existing Preventive Maintenance (PM) procedures. Using data from the Asset Management System, optimization of PM Programs at each treatment plant is under review. Maintenance Planners and Condition Assessment Managers will review each PM schedule and make modifications based on new guidelines and asset criticality criteria.

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

1. The construction efforts continue for the Surry Hydraulic Improvements and Interceptor Force Main project. Approximately 89,000 linear feet of force main pipe has been installed to date. Two construction crews are laying pipe, one construction crew is filling the 8-inch force main between the Industrial Park Pump Station and Mt. Ray Pump Station for pressure testing, and the final two construction crews are completing site restoration work. The four pump stations are currently under construction. The pre-fabricated pump station building for the Hardy Elementary School Pump Station was delivered and set in place. The Design-Build Team is ahead of schedule and construction should be complete before the regulatory deadline of March 2023.
2. The Virginia Beach Boulevard Force Main Phase VI project reached an important milestone in August. The contractor connected the new 42-inch force main to the existing system in late August and has reached contract substantial completion. The contractor will be completing the remaining City of Virginia Beach gravity sewer work in September and October and will be restoring the disturbed areas between North Lynnhaven Road and Great Neck Road, including paving, curb and gutter, landscaping, and general clean-up. HRSD and the City are still negotiating the terms and conditions for a maintenance agreement related to leaving steel sheeting in place around a section of newly installed HDPE pipe and a repaired electrofusion coupling. Changes in work, due to unknown field conditions, account for less than one percent of the original contract value. This project is an important step as part of the Chesapeake-Elizabeth Treatment Plant closure initiative.
3. The procurement effort is underway for the Boat Harbor Treatment Plant Transmission Force Main Section 1 – Subaqueous Portion project. This procurement will select a Design-Build Team to deliver this important project. The request for qualifications was advertised on June 6, 2021, with the pre-qualification conference held on June 30. Statements of qualifications were received on July 13. The short-list was completed in August. The next stage in the procurement process will involve the request for proposals phase. The procurement effort will extend through the end of the calendar year due to the size and complexity of this selection. This project will allow for the closure of the Boat Harbor Treatment Plant and provide for the conveyance of flows from Newport News to Suffolk.

D. Planning & Analysis Division

1. Staff are developing a Technical Memorandum for the Boat Harbor Pump Station Conversion project. This memorandum will address future operational needs and the numerous hydraulic conditions that will be considered as part of the final design for the new pump station. This analysis is challenging due to the impacts of converting a treatment plant into a pump station. Hydraulic capacity for a treatment plant considers the hydraulic grade through the plant and the conveyance through the plant outfall pipe to the receiving waters. This project will include flow equalization that will account for the ability of the existing plant to equalize flows during wet weather events. The sizing of the new pumps, equalization and pipe sizing is a significant and challenging hydraulic balance.

2. Staff are developing new dashboards to provide data in more useable forms at HRSD. HRSD uses the Microsoft PowerBI software program to link large databases with easy-to-use visualization screens. Numerous dashboards have already been created and the new dashboards will allow for the visualization of Sanitary Sewer Overflow (SSO) data and Pathogen Source Tracking data. These dashboards allow staff to quickly review large quantities of data and turn it into actionable information. These dashboards can also be viewed simultaneously to compare related data and allow for the user to make informed decisions.

E. Strategic Planning Metrics Summary

1. Educational and Outreach Events: 2
  - a. 08/03/2021 – Presented a technical paper entitled, “Digital Twins and Virtualization at HRSD,” at the Utility Management Conference co-sponsored by WEF and AWWA.
  - b. 08/27/2021 – Assisted with a field effort to label existing storm drain inlets to provide awareness to citizens about the proper use of these systems in the City of Virginia Beach.
2. Number of Community Partners: 2
  - a. Water Environment Federation/American Water Works Association (WEF/AWWA)
  - b. City of Virginia Beach Dept. of Public Works
3. Number of Research Partners: 1
  - Water Research Foundation (WRF) – Practical Framework for Resiliency Planning
4. Monthly Metrics Summary:

Item #	Strategic Planning Measure	Unit	August 2021
M-1.4a	Total Training Hours per Full Time Employee (45) - Current Month	Hours / #FTE	1.01
M-1.4b	Total Training Hours per Full Time Employee (45) - Cumulative Fiscal Year-to-Date	Hours / #FTE	3.81
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

TO: General Manager  
FROM: Director of Finance  
SUBJECT: Monthly Report for August 2021  
DATE: September 15, 2021

A. General

1. PromisePay was rolled out in August 2020 and has been very successful. PromisePay developed an easy-to-use app to gather COVID attestations, which is required prior to applying Municipal Utility Relief to customer accounts. Any remaining arrearage amount is placed into a payment plan. Even though staff are working hard to get these funds to COVID impacted customers, unspent Municipal Utility Relief funds must be returned to the Commonwealth on November 1, 2021. Since the City of Norfolk is our fiduciary agent, HRSD must send any remaining funds to the City by October 15<sup>th</sup>. Staff will provide a more detailed update to the Commission in October.
2. The past month's water consumption was lower than August's ten-year average of 5.0 million ccf, but in line with the previous year. Since the monthly financial report assumes a 12-month average of 4.3 million ccf, billed revenues are higher than budget as August is typically the second highest water usage month of the year and in line with the previous year. Facility Charges are surprisingly lower than expected for a summer construction month especially compared to last year, but it may be indicative of material and labor shortages in the housing market. Operating Expenses are generally in line with the previous year. Debt Service is higher than budget as the scheduled semi-annual payments vary each month depending on the debt issue. This variance over budget is not due to our variable rate debt or Line of Credit as the rates are very low, 0.01 percent and 0.40 percent respectively.
3. There was a small spike in Call Center Interactions as letters went out to delinquent accounts about our collections process resuming. This was timed after the initial PromisePay letters went out to ensure customers knew that it was a legitimate company partnership to help customers and not a scam. As part of the collections process, reminder notices are sent out first, tags are placed, then water is shut-off for non-payment. Based on the required notification timelines, HRSD is planning to resume field work in October/November.
4. As outlined in our Financial Policy, valid, outstanding encumbrances (those for which performance under a contract is expected in the next year) are re-appropriated without further approval by the Commission and become part of the subsequent year's budget (reported as the Amended Budget). For the August Financial Report, the Amended budget includes \$17.3 million in Transfers from Reserves that represents a carry-forward amount from the previous year and is offset by an equivalent increase in Total Operating Expenses. Accounting works with Procurement to evaluate outstanding contracts to determine the carry-forward amounts and applies those to the appropriate expense items in the Amended Budget. An example is a tank repair (Major Repairs) that has money planned to be spent between February and November, so the encumbered, contractually obligated funds would carry over into the next fiscal year.



<b>Operating Expenses</b>	Adopted Budget	Amended Budget	Increase	% Increase
Personal Services	\$ 62,776,055	\$ 62,776,055	\$ -	
Fringe Benefits	\$ 25,156,745	\$ 25,173,707	\$ 16,962	0.1%
Materials & Supplies	\$ 8,756,429	\$ 9,509,735	\$ 753,306	8.6%
Transportation	\$ 1,498,806	\$ 1,555,282	\$ 56,476	3.8%
Utilities	\$ 12,289,261	\$ 12,350,061	\$ 60,800	0.5%
Chemical Purchases	\$ 8,651,935	\$ 9,249,441	\$ 597,506	6.9%
Contractual Services	\$ 44,503,594	\$ 55,345,089	\$ 10,841,495	24.4%
Major Repairs	\$ 11,349,820	\$ 16,056,857	\$ 4,707,037	41.5%
Capital Assets	\$ 470,000	\$ 655,963	\$ 185,963	39.6%
Miscellaneous Expense	\$ 3,010,225	\$ 3,137,304	\$ 127,079	4.2%
<b>Total Operating Expenses</b>	<b>\$ 178,462,870</b>	<b>\$ 195,809,494</b>	<b>\$ 17,346,624</b>	<b>9.7%</b>

B. Interim Financial Report

1. Operating Budget for the Period Ended August 31, 2021

	Amended Budget	Current YTD	Current YTD as % of Budget (17% Budget to Date)	Prior YTD as % of Prior Year Budget
<b>Operating Revenues</b>				
Wastewater	\$ 336,455,000	\$ 60,209,146	18%	18%
Surcharge	1,600,000	217,544	14%	20%
Indirect Discharge	3,200,000	541,873	17%	16%
Fees	3,020,000	21,322	1%	11%
Municipal Assistance	700,000	136,900	20%	19%
Miscellaneous	1,285,000	62,055	5%	5%
Total Operating Revenue	<u>346,260,000</u>	<u>61,188,840</u>	18%	18%
<b>Non Operating Revenues</b>				
Facility Charge	7,320,000	1,053,300	14%	25%
Interest Income	1,210,000	124,870	10%	11%
Build America Bond Subsidy	2,095,000	-	0%	0%
Other	610,000	362,598	59%	12%
Total Non Operating Revenue	<u>11,235,000</u>	<u>1,540,768</u>	14%	17%
<b>Total Revenues</b>	357,495,000	62,729,608	18%	18%
Transfers from Reserves	17,346,624	2,891,104	17%	67%
<b>Total Revenues and Transfers</b>	<u>\$ 374,841,624</u>	<u>\$ 65,620,712</u>	18%	22%
<b>Operating Expenses</b>				
Personal Services	\$ 62,776,055	\$ 11,736,944	19%	19%
Fringe Benefits	25,173,707	4,312,090	17%	17%
Materials & Supplies	9,509,735	968,244	10%	10%
Transportation	1,555,282	199,737	13%	8%
Utilities	12,350,061	1,468,738	12%	10%
Chemical Purchases	9,249,441	1,286,420	14%	13%
Contractual Services	55,345,089	5,563,835	10%	10%
Major Repairs	16,056,857	868,287	5%	6%
Capital Assets	655,963	94,504	14%	16%
Miscellaneous Expense	3,137,304	423,652	14%	13%
<b>Total Operating Expenses</b>	<u>195,809,494</u>	<u>26,922,451</u>	14%	14%
<b>Debt Service and Transfers</b>				
Debt Service	64,308,209	20,529,043	32%	28%
Transfer to CIP	114,463,921	24,077,320	21%	28%
Transfer to Risk management	260,000	43,334	17%	17%
Total Debt Service and Transfers	<u>179,032,130</u>	<u>44,649,697</u>	25%	28%
<b>Total Expenses and Transfers</b>	<u>\$ 374,841,624</u>	<u>\$ 71,572,148</u>	19%	20%

2. Notes to Interim Financial Report

The Interim Financial Report summarizes the results of HRSD's operations on a basis of accounting that differs from generally accepted accounting principles. **Revenues are recorded on an accrual basis, whereby they are recognized when billed**, and expenses are generally recorded on a cash basis. No provision is made for non-cash items such as depreciation and bad debt expense.

This interim report does not reflect financial activity for capital projects contained in HRSD's 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 August 31, 2021

HRSD - RESERVE AND CAPITAL ACTIVITY								August 31, 2021	
	General Reserve					Capital			
	General	CARES - HRSD	CARES - JCSA	Debt Service	Risk Mgmt Reserve	Paygo	Debt Proceeds		
	Unrestricted	Restricted	Restricted	Restricted	Unrestricted	Unrestricted	Restricted		
<b>Beginning - July 1, 2021</b>	\$ 182,380,923	\$ 1,373,428	\$ 168,124	\$ 30,454,700	\$ 4,019,543	\$ 6,033,913	\$ -		
<b>Current Year Sources of Funds</b>									
Current Receipts	60,558,586	49,659							
Line of Credit								18,422,172	
VRA Draws						20,907,935			
CARES Transfer In	339,031								
Days Cash on Hand Transfer In									
Transfers In	-				43,334	24,077,320			
<b>Sources of Funds</b>	<b>60,897,617</b>	<b>49,659</b>	<b>-</b>	<b>-</b>	<b>43,334</b>	<b>44,985,255</b>	<b>18,422,172</b>		
<b>Total Funds Available</b>	<b>\$ 243,278,540</b>	<b>\$ 1,423,087</b>	<b>\$ 168,124</b>	<b>\$ 30,454,700</b>	<b>\$ 4,062,877</b>	<b>\$ 51,019,168</b>	<b>\$ 18,422,172</b>		
<b>Current Year Uses of Funds</b>									
Cash Disbursements	55,127,031	339,031	17,692				32,758,282	18,422,172	
CARES Transfer Out									
Days Cash on Hand Transfer Out									
Transfers Out	24,120,654								
<b>Uses of Funds</b>	<b>79,247,685</b>	<b>339,031</b>	<b>17,692</b>	<b>-</b>	<b>-</b>	<b>32,758,282</b>	<b>18,422,172</b>		
<b>End of Period - August 31, 2021</b>	<b>\$ 164,030,855</b>	<b>\$ 1,084,056</b>	<b>\$ 150,432</b>	<b>\$ 30,454,700</b>	<b>\$ 4,062,877</b>	<b>\$ 18,260,886</b>	<b>\$ -</b>		
Unrestricted Funds	\$ 186,354,618								

4. Capital Improvements Budget and Activity Summary for Active Projects for the Period Ended August 31, 2021

**HRSD - PROJECT ANALYSIS**

August 31, 2021

Classification/ Treatment Service Area	Appropriated Funds	Expenditures prior to 7/1/2021	Expenditure Year to Date FY2022	Total Project Expenditures	Encumbrances	Available Funds
Administration	47,227,240	27,658,581	986,500	28,645,081	946,685	17,635,474
Army Base	163,448,800	123,537,916	206,387	123,744,303	1,654,621	38,049,876
Atlantic	142,562,683	82,877,498	291,599	83,169,097	5,833,294	53,560,292
Boat Harbor	288,504,388	52,827,281	1,022,925	53,850,206	9,986,494	224,667,688
Ches-Eliz	166,407,309	105,212,456	6,280,104	111,492,560	12,190,647	42,724,102
Eastern Shore	17,643,040	68,570	16,349	84,919	15,984,115	1,574,006
James River	312,952,591	49,601,157	3,646,544	53,247,701	211,786,236	47,918,654
Middle Peninsula	91,819,227	13,511,974	1,657,837	15,169,811	6,344,215	70,305,201
Nansemond	355,543,533	41,212,618	1,377,880	42,590,498	7,938,092	305,014,943
Surry	55,505,027	26,875,712	4,514,722	31,390,434	10,262,313	13,852,280
VIP	304,952,874	183,421,754	1,749,406	185,171,160	6,794,686	112,987,028
Williamsburg	39,061,010	27,900,712	735,117	28,635,829	4,098,897	6,326,284
York River	81,379,847	30,364,487	903,040	31,267,527	2,594,787	47,517,533
General	791,258,315	213,776,988	7,650,245	221,427,233	283,462,484	286,368,598
	<u>\$ 2,858,265,884</u>	<u>\$ 978,847,704</u>	<u>\$ 31,038,655</u>	<u>\$ 1,009,886,359</u>	<u>\$ 579,877,566</u>	<u>\$ 1,268,501,959</u>

5. Debt Management Overview

**HRSD - Debt Outstanding (\$000's)**

August 31, 2021

	Principal July 2021	Principal Payments	Principal Draws	Principal August 2021	Interest Payments
<b>Fixed Rate</b>					
Senior	190,600	-	-	190,600	-
Subordinate	569,936	(6,446)	17,460	580,950	(4,498)
<b>Variable Rate</b>					
Subordinate	50,000	-	-	50,000	(1)
<b>Line of Credit</b>	33,721	-	-	33,721	(12)
<b>Total</b>	<u>\$ 844,257</u>	<u>\$ (6,446)</u>	<u>\$ 17,460</u>	<u>\$ 855,271</u>	<u>\$ (4,511)</u>

**HRSD- Series 2016VR Bond Analysis**

September 3, 2021

	SIFMA Index	HRSD	Spread to SIFMA
Maximum	4.71%	4.95%	0.24%
Average	0.37%	0.50%	0.13%
Minimum	0.01%	0.01%	0.00%
As of 09/03/21	0.02%	0.01%	-0.01%

\* Since October 20, 2011 HRSD has averaged 50 basis points on Variable Rate Debt

## 6. Financial Performance Metrics for the Period Ended August 31, 2021

### HRSD - UNRESTRICTED CASH

August 31, 2021

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

		Days Cash on Hand	Adjusted Days Cash on Hand
Total Unrestricted Cash	\$ 186,354,618		347
Risk Management Reserve	\$ (4,062,877)	(7)	340
Capital (PAYGO only)	\$ (18,260,886)	(34)	306
Adjusted Days Cash on Hand	\$ 164,030,855		306

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

### HRSD - SOURCES OF FUNDS

August 31, 2021

Primary Source	Beginning	YTD			Ending	Allocation of Funds	Credit Quality	Current Mo Avg Yield
	Market Value July 1, 2021	Contributions	Withdrawals	Income Earned	Market Value August 31, 2021			
BAML Corp Disbursement Account	30,017,420	114,313,640	123,765,145	8,305	20,574,220	14.2%	N/A	0.55%
VIP Stable NAV Liquidity Pool	108,890,465	30,000,000	15,000,000	12,023	123,902,488	85.8%	AAAm	0.07%
<b>Total Primary Source</b>	<b>\$ 138,907,885</b>	<b>\$ 144,313,640</b>	<b>\$ 138,765,145</b>	<b>\$ 20,328</b>	<b>\$ 144,476,708</b>	<b>100.0%</b>		

VIP Stable NAV Liquidity Pool out performed Va Local Government Investment Pool (the market benchmark) by 0.01% in the month of August 2021.

Secondary Source	Beginning	YTD			Ending	LTD Mkt Adj	Yield to Maturity at Market	
	Market Value July 1, 2021	Contributions	Withdrawals	Income Earned & Realized G/L	Market Value August 31, 2021			
VIP 1-3 Year High Quality Bond Fund	65,054,203	-	2,177	53,799	65,154,051	63,451,166	1,702,885	0.21%
<b>Total Secondary Source</b>	<b>\$ 65,054,203</b>	<b>\$ -</b>	<b>\$ 2,177</b>	<b>\$ 53,799</b>	<b>\$ 65,154,051</b>	<b>\$ 63,451,166</b>	<b>\$ 1,702,885</b>	

VIP 1-3 Year High Quality Bond Fund and ICE BofA ML 1-3 yr AAA-AA Corp/Gov Index (the market benchmark) performed at the same level in August 2021.

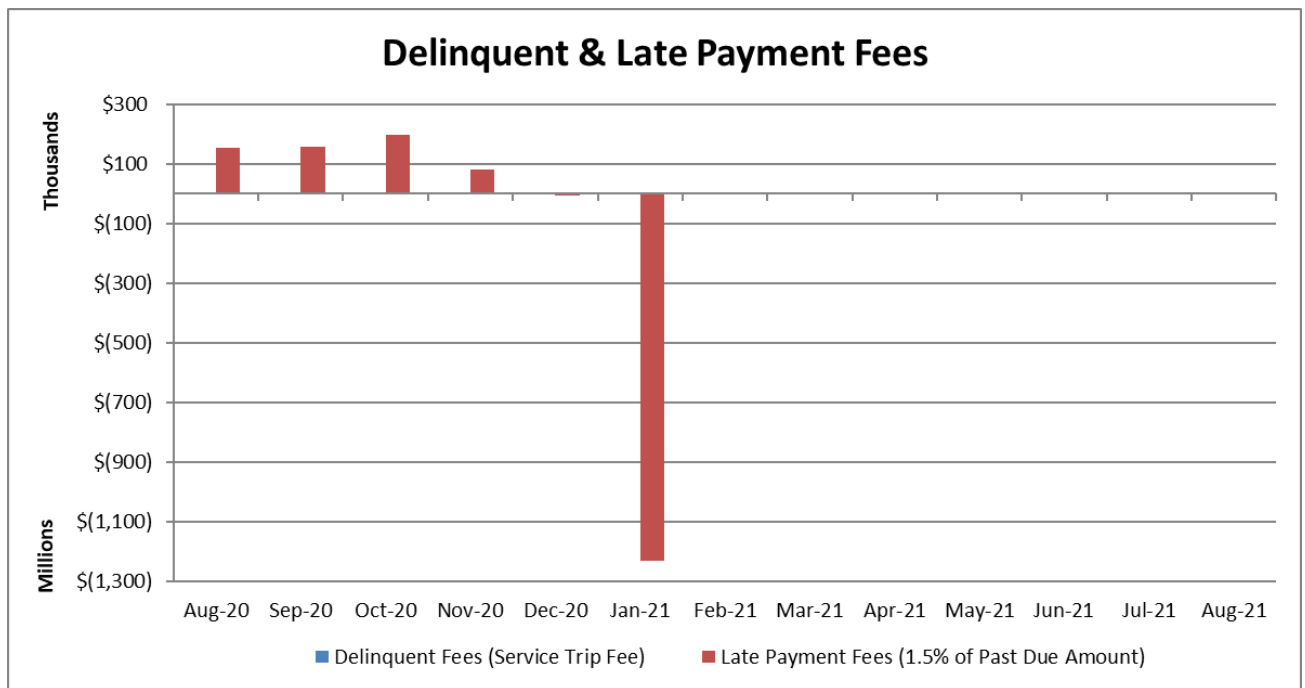
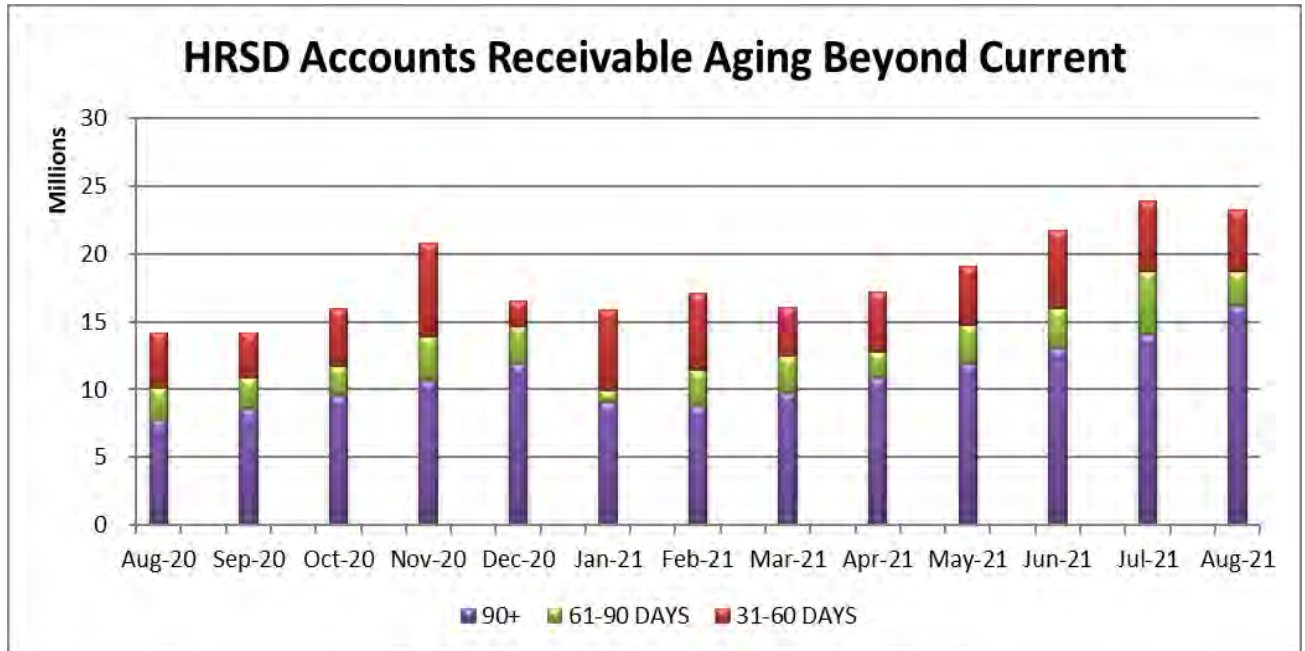
	Total	Fund Alloc
Total Primary Source	\$ 144,476,708	68.9%
Total Secondary Source	\$ 65,154,051	31.1%
<b>TOTAL SOURCES</b>	<b>\$ 209,630,759</b>	<b>100.0%</b>

## 7. Summary of Billed Consumption

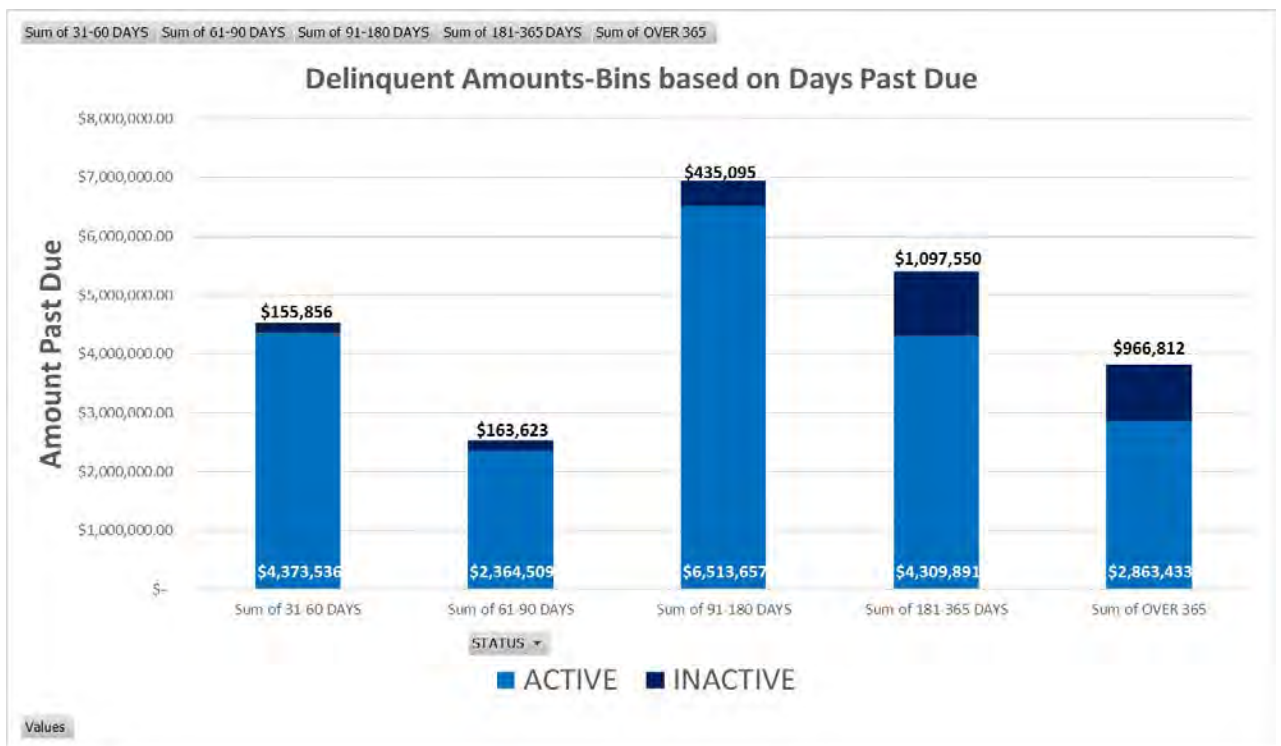
Summary of Billed Consumption (,000s ccf)							
Month	FY2022 Cumulative Budget Estimate	FY2022 Cumulative Actual	% Difference		% Difference		% Difference
			From Budget	Cumulative FY2021 Actual	From FY2021	Cumulative 3 Year Average	From 3 Year Average
July	5,015	4,976	-0.8%	4,751	4.7%	5,006	-0.6%
Aug	9,883	9,517	-3.7%	9,459	0.6%	9,866	-3.5%
Sept	14,413	-	N/A	14,335	N/A	14,303	N/A
Oct	18,892	-	N/A	18,863	N/A	18,931	N/A
Nov	23,125	-	N/A	21,192	N/A	22,474	N/A
Dec	27,336	-	N/A	27,614	N/A	27,458	N/A
Jan	32,088	-	N/A	32,478	N/A	32,116	N/A
Feb	36,182	-	N/A	36,068	N/A	36,110	N/A
March	39,309	-	N/A	41,018	N/A	40,340	N/A
Apr	43,360	-	N/A	45,116	N/A	44,540	N/A
May	47,508	-	N/A	49,256	N/A	48,716	N/A
June	51,620	-	N/A	54,195	N/A	53,202	N/A

C. Customer Care Center

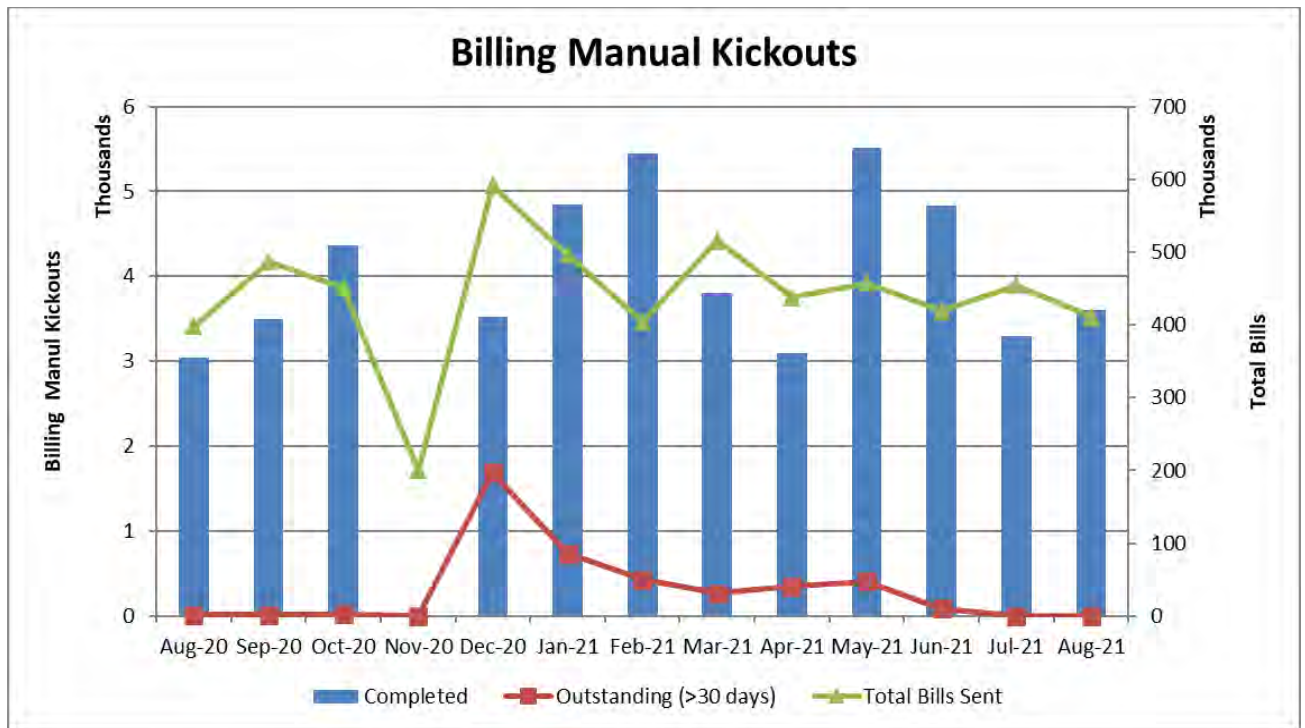
1. Accounts Receivable Overview



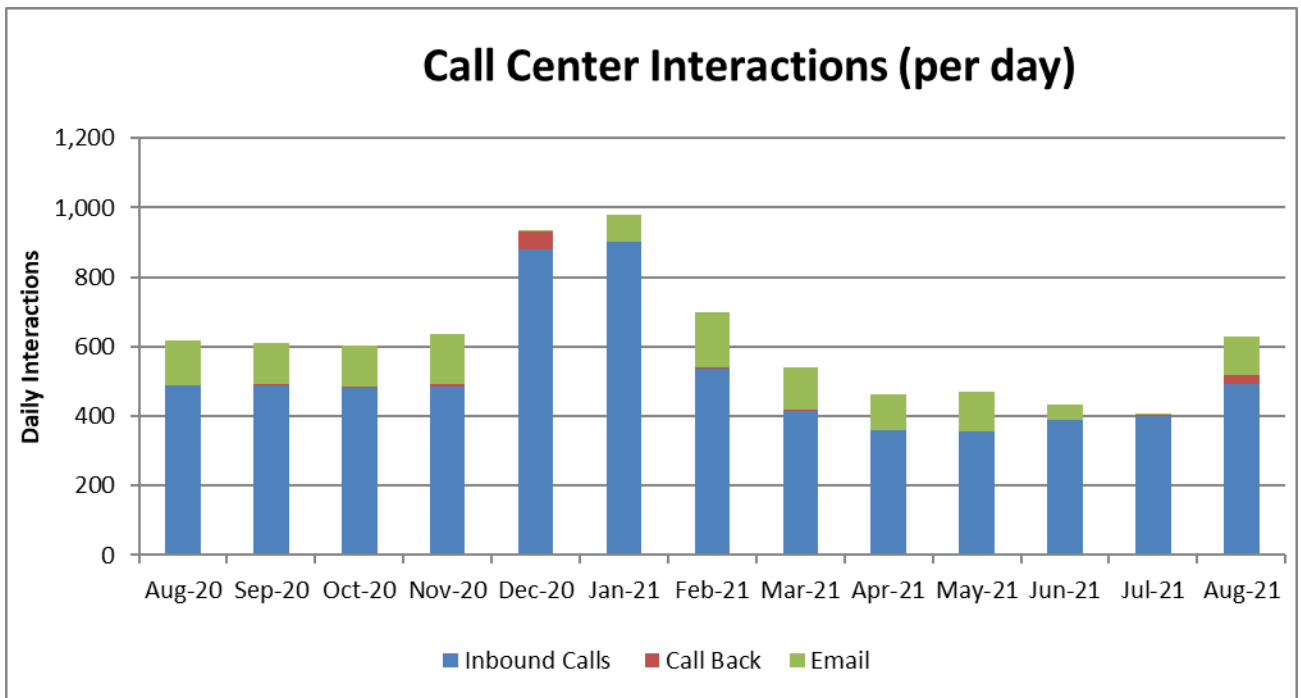
Apr 20-Aug 21 Field Activity was suspended late March 2020 in response to COVID-19.



2. Customer Care Center Statistics



November data not available due to Ransomware attack



Customer Interaction Statistics	Mar	Apr	May	Jun	Jul	Aug
Calls Answered within 3 minutes	97%	98%	98%	98%	96%	65%
Average Wait Time (seconds)	26	20	16	16	30	433
Calls Abandoned	3%	3%	2%	3%	4%	23%

D. Procurement Statistics

ProCard Fraud	External Fraud Transactions *	Comments
July	0	
August	0	
<b>Total</b>	<b>0</b>	

\***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: 1  
8/23/2021-8/26/201 - Virtual NIGP Forum
2. Community Partners: 0
3. Monthly Metrics

<b>Item #</b>	<b>Strategic Planning Measure</b>	<b>Unit</b>	<b>August 2021</b>
M-1.4a	Training During Work Hours Per Full Time Employee (102) – Current Month	Hours / #FTE	1.99
M-1.4b	Total Training During Work Hours Per Full Time Employee (102) – Cumulative Fiscal Year-to-Date	Hours / #FTE	3.93
M-5.2	Educational and Outreach Events	Number	1
M-5.3	Number of Community Partners	Number	0
	Wastewater Revenue	Percentage of budgeted	106%
	General Reserves	Percentage of Operating Budget less Depreciation	99%
	Liquidity	Days Cash on Hand	347 Days
	Accounts Receivable (HRSD)	Dollars	\$41,271,806
	Aging Accounts Receivable	Percentage of receivables greater than 90 days	39%

4. Annual Metrics

Item #	Strategic Planning Measure	Unit	FY-2021
M-2.4	Infrastructure Investment	Percentage of Total Cost of Infrastructure	*
M-4.3	Labor Cost/MGD	Personal Services + Fringe Benefits/365/5-Year Average Daily Flow	*
M-4.4	Affordability	6.5 CCF Monthly Charge/Median Household Income <sup>1</sup>	*
M-4.5	Operating Cost/MGD	Total Operating Expense /365/5-Year Average Daily Flow	*
	Billed Flow	Percentage of Total Treated	*
	Senior Debt Coverage	Cash Reserves/ Senior Annual Debt Service	*
	Total Debt Coverage		*

\* These metrics will be reported upon completion of the annual financial statements.

Respectfully,  
*Jay A. Bernas*  
 Jay A. Bernas, P.E.  
 Director of Finance

<sup>1</sup> Median Household Income is based on the American Community Survey (US Census) for Hampton Roads

TO: General Manager

FROM: Director of Information Technology

SUBJECT: Information Technology Department Report for August 2021

DATE: September 8, 2021

A. General

1. As part of HRSD's cybersecurity strategy, the department continues to rollout multi-factor network authentication across the organization. The majority of all users have enrolled. Staff are following up with those who have yet to enroll, and will assist them in doing so.
2. The database and Unix systems administrators are presently upgrading the Oracle e-Business Suite application and database servers. Upgrade of the Oracle Business Intelligence reporting servers is complete.
3. In August, the IT Help Desk processed 403 work orders, ensuring availability of computing resources to those working locally and remotely.
4. Microsoft OneDrive and Teams are deployed. Staff are working on training videos for new Teams features, and will make them available, starting next month.
5. Staff are currently working on a new feature for the Customer Care and Billing application which will permit users to establish online payment arrangements, rather than have to make arrangements through the customer contact center.
6. OTIS, the infrastructure reference application for HRSD's facilities, was revamped and migrated to Microsoft SharePoint Online.

B. Strategic Planning Metrics Summary

1. Educational and Outreach Events: 1  
  
08/19/2021 - Roger Caslow provided a Cybersecurity presentation at ePlus FORTINET's CIS event.
2. Number of Community Partners: 0
3. Metrics Summary:

Item #	Strategic Planning Measure	Unit	July 2021
M-1.4a	Training During Work Hours Per Full-Time Employee (51) – Current Month	Total Training Hours / # FTE	0.45

<b>Item #</b>	<b>Strategic Planning Measure</b>	<b>Unit</b>	<b>July 2021</b>
M-1.4b	Total Training During Work Hours Per Full-Time Employee (51) – Cumulative Fiscal Year-to-Date	Total Training Hours / # FTE	2.98
M-5.2	Educational and Outreach Events	Number	1
M-5.3	Number of Community Partners	Number	0

Respectfully,

*Don Corrado*

TO: General Manager  
FROM: Director of Operations  
SUBJECT: Operations Report for August 2021  
DATE: September 15, 2021

A. Interceptor Systems

1. North Shore (NS) Interceptor Systems

A sanitary sewer overflow occurred when a 20-inch force main behind 1209 Taylor Avenue in Newport News failed. Staff repaired the force main. This force main was originally installed with a full circle clamp in lieu of an asbestos cement coupling to allow for greater deflection at this particular joint. The hardware on the clamp had corroded leading to the pipe failure. This is the second time this force main has failed within the last year because of the same root cause. Staff is evaluating options to locate and perform condition assessments on similar installations. A total of 297,408 gallons of sewage was lost.

2. South Shore (SS) Interceptor Systems

- a. On August 2, the City of Virginia Beach reported a force main failure near the intersection of Cape Henry Drive and West Great Neck Road. Staff isolated the force main and hauled the raw wastewater from five city pump stations. A contractor found a circumferential crack midspan on the 16-inch asbestos cement (AC) pipe. The pipe appears to have failed due to a significant amount of strain from an adapter connecting the AC pipe to the adjacent ductile iron (DI) pipe. The contractor replaced the broken AC pipe with a section of DI pipe. The failure spilled approximately 1,500 gallons into a nearby storm culvert that drains to Broad Bay.
- b. On August 31, a business owner reported a manhole overflowing at the intersection of Pearl Street and Ligon Street in Norfolk. Staff checked downstream gravity manholes between the spill location and the manhole near State Street Pump Station where a contractor was bypassing the station due to another emergency project. Staff found that the contractor's bypass pumps had failed causing the upstream spill; staff managed to get one of the pumps operational, resolving the overflow. The contractor's lead pump had a dead battery, which prevented the pump from starting and the alarms from functioning. The contractor will now be required to check the pumps regularly to ensure the problem does not occur again. The overflow spilled approximately 10,000 gallons into a nearby storm culvert that drains to the Eastern Branch of the Elizabeth River.

## B. Major Treatment Plant Operations

### 1. Army Base Treatment Plant (ABTP)

- a. On August 23, there were three consecutive low contact tank residual samples. The exceptions were reported to Virginia Department of Environmental Quality (DEQ). Staff was re-trained in how to utilize Sodium Hypochlorite help to prevent low residuals.
- b. Staff continues to deal with intermittent high salinity levels in the plant's influent flow that resulted in higher Aluminum Sulfate feed rates.

### 2. Atlantic Treatment Plant (ATP)

- a. Staff received an odor complaint on August 7 from a resident in the Ocean Lakes neighborhood. Staff discovered that the #2 waste gas burner was not staying lit, allowing unburnt digester gas to be released. The burner was relit and as a precautionary measure, staff is augmenting the gas going to the waste burner with natural gas to ensure it remains lit. For now, staff are also visually checking the flares every hour.
- b. In anticipation of Class A biosolids, staff started cleaning the north pad to clear any residual solids.

### 3. Boat Harbor Treatment Plant (BHTP)

- a. The total hydrocarbon (THC) Unit failed the daily calibration four times during the month of August. Plant E&I staff continue troubleshooting with the maintenance provider of the unit for possible causes.
- b. Due to excellent nitrogen removal during the months of July and early August, staff decided to gradually stop nitrification efforts by increasing the waste rate slowly throughout the month, to bring down the nitrifier population levels without putting a strain on the solids handling process.

### 4. Chesapeake-Elizabeth Treatment Plant (CETP)

- a. In preparation for plant closure, staff pumped out old, unused secondary clarifiers.
- b. Staff replaced a pH probe for incinerator off-gas scrubber water.
- c. The air header on aeration tanks #3 and #4 failed during a draining process. Staff are evaluating if the baffle wall needs be repaired in aeration tank #3.

### 5. James River Treatment Plant (JRTP)

- a. Staff completed construction of the centrifuge centrate foam control system in the thickening building. The new system includes a contained storage area for defoamer totes and defoamer feed pumps. Defoamer chemicals are fed upstream of the main grinders serving the centrifuge feed pumps.

- b. A contractor began constructing and installing fiberglass walls in reactor #5 of the Integrated Fixed Film Activated Solids (IFAS) tank #8 for the testing of nutrient removal improvements. Fixed media mounted within the walled area along with control of oxygen will be used to promote the growth of annamox bacteria. The same contractor will also modify reactor #5 of IFAS tank #5 for testing of nutrient removal improvements using moving media.

6. Nansemond Treatment Plant (NTP)

- a. Contractors completed installation of the aeration tank big bubble mixers on August 12. This is the second of four tanks to have the mixers installed. This project should allow for a lower dissolved oxygen setpoint to be reached in the aeration tanks while still maintaining adequate mixing, increasing the efficiency of nutrient removal. This project should also result in a reduction of both chemical and energy costs.
- b. Staff secured feed to the Struvite Recovery Facility (SRF) on July 30, in preparation for upgrades. Contractors are expected to start Phase 1 of the SRF upgrade in early August, which will include a new programmable logic controller (PLC), a new product dryer, new harvest lines, a new and improved operator workspace, as well as other minor upgrades. A larger upgrade is planned to begin in April 2022 which will incorporate additional loadings as a result of the closure of BHTP.
- c. Sustainable Water Initiative For Tomorrow (SWIFT) Research Center (RC)
  - (1) The total volume of SWIFT recharge into the Potomac aquifer for the month of August was 14.08 million gallons (MG) (63.6% Recharge Time based on 500 gpm).
  - (2) Staff decreased the recharge flow rate setpoint from 550 gallons per minute (gpm) to 500 gpm to extend recharge operations. This change was made based on a recharge water level threshold of -12 ft within the well. On August 5, the recharge water level was reading -9.6 ft after 12 hours of operation before a backflush. In which case a change was needed to continue with recharge operations as explained above.
  - (3) Staff finished testing the effect of recirculating the solids waste coming from the sedimentation tank back to the first flocculation basin on August 9. Once the data is reviewed, a summary will be shared with the design team to inform them of this feature. If successful, this could reduce operation & maintenance (O&M) cost for chemical usage for full-scale SWIFT.
  - (4) Contractors completed ozone system corrective and preventative maintenance work during the week of August 16. Ozone off-gas analyzers were calibrated, the nitrogen boost system was repaired, and PLC program updates were made.

- (5) On Sunday, August 29 both drain pumps at the SWIFT RC failed. Biofilter #2 was wasting 200 gpm to the drain pump station, causing the drain pump station to overflow and spill approximately 15,000 gallons into the grassy area behind the RC with none recovered. Biofilter effluent is secondary clarifier effluent treated by flocculation/sedimentation, ozonation and biofiltration with a turbidity less than 0.15 nephelometric turbidity units (NTU), with no added chemicals.

7. Virginia Initiative Plant (VIP)

There was a reportable odor event when two consecutive exhaust hydrogen sulfide readings were greater than five parts per million at the headworks odor scrubber.

8. Williamsburg Treatment Plant (WBTP)

- a. Staff replaced a failed air combustion fan on incinerator #1. The fan was original to the incinerator so new mounting and piping was needed for the new fan.
- b. Discharge of fats, oil, and grease (FOG) by haulers, for the most part, remained suspended while contractors performed repairs to the FOG system. Staff, however, installed a four-inch pipeline to the FOG water tank so that some of the FOG load could be taken off the other treatment plants. The FOG that is currently being accepted is highly concentrated, thick FOG from one discharger.
- c. Work continued on the High-Performance Graphics (HPG) initiative. This project is a complete overhaul of our existing operator-machine interface system that will allow operators to focus more quickly and efficiently in areas of the plant needing attention. HPG minimizes and provides consistent graphics and colors, distinguishes between colors and alerts, and allows for abnormal conditions to stand out. HPG should provide for a less stressful interface with the plant control system.

9. York River Treatment Plant (YRTP)

- a. Staff completed cleaning aeration tanks #1 and #2 and started work on air control improvements for enhanced nutrient removal.
- b. Staff completed repairs on the main drive bearing for the #2 secondary clarifier.

10. Incinerator Operations Events Summary

- a. Total Hydrocarbon (THC) monthly averages (not to exceed 100 parts per million) were met by all five treatment plants with incinerators with a THC continuous emissions monitoring (CEM) valid data captured of greater than 89 percent.
- b. There were two deviations from the required 129 SSI rule minimum operating parameters and five minor bypass events (<60 minute).



C. Small Communities (SC)

1. Middle Peninsula Communities Treatment and Collections

a. Urbanna Treatment Plant (UBTP) and Collections

Staff noticed a “slime” layer on the dissolved oxygen (DO) probes at the plant. To resolve, over the summer staff slowly reduced the amount of polymer used which improved performance of the DO probes without sacrificing settling performance.

b. King William System

- (1) During a routine quality control laboratory inspection on August 10, it was discovered that the calibration for the DO meter was out of the acceptable range. A review of the calibrations from the previous week noted that the calibration performed on August 9 was outside of the acceptable range by +0.21mg/L. The sample analyzed on August 9, with a result of 7.34, was, therefore, invalid and was reported to DEQ. Treatment operations that day were normal.
- (2) Due to Nestle-Purina’s three-week extended maintenance shutdown, most of the flow was sent to the outfall this month. Total flow for the month was 2.181 million gallons (MG) of which 0.522 MG was pumped to Nestle-Purina as reuse/reclaimed water and 1.66 MG was sent to the outfall.
- (3) A submersible pump at the Acquinton Church Road Pump Station was replaced this month when a bearing failed.

2. Small Communities – Surry Systems

Town of Surry

The Town Plant exceeded the monthly maximum total suspended solids (TSS) limit of 29 milligrams per liter (mg/L) by 1mg/l on August 17 when a value of 30mg/L was collected. A second sample was performed on August 24, with a value of only 13 mg/L. The drum filter screen replacement project completed at the end of August should help lower future TSS values at the Town Plant.

3. Eastern Shore

a. Onancock Treatment Plant (OTP)

- (1) In preparation for HRSD taking over the OTP, staff conducted critical safety and new employee training.
- (2) Staff calibrated influent and effluent flow meters.

b. Riverside Treatment Plant (RTP)

Staff installed an influent pump control panel to provide for alternation of pumps.

E. Electrical & Instrumentation (E&I)

1. Staff worked with contractors on the Capital Improvement Project involving the replacement and upgrade of two digester gas blower control panels at ATP and facilitated the integration of the distributed control system with the new blower controls.
2. Staff worked with contractors to install conduit for the primary tanks scum actuator at ATP. This will allow the plant operators to open and close the scum trough actuators automatically.
3. Staff completed the final walkthrough and closeout for the generator and switchgear replacement project at the WBTP.

F. Water Technology and Research

HRSD has been pursuing the development and deployment of wet chemical analyzers for the online measurement of ammonia, nitrite, nitrate, and orthophosphate. The motivation for doing this was the consistent dissatisfaction with commercially available probes and analyzers in terms of reliability, cost, maintenance requirements, training, and precision/accuracy. The primary developers of the new HRSD system include Electrical and Instrumentation Specialists, Josh Walker and Arba Williamson. The new analyzer is affectionately known among HRSD work centers as a "Jarbalyzer" in their honor. The instrument is modular, expandable, normally operates unattended for more than a month without maintenance (and with automatic calibration), integrates directly with plant distributed control systems, is easily maintained, includes a robust sample filtration and delivery, and is cost-effective compared to commercially available products. Although the development and testing effort has taken a few years, the system is now mature and being deployed, though design improvements continue to be made. Jarbalyzers are in place and are being used for process monitoring and control at York River, Boat Harbor, and Nansemond Treatment Plants, and soon will be installed at several other facilities. In addition, a Jarbalyzer is being used in the interceptor system to provide an early warning for and help track down the source of periodically high loads of phosphorus.



## H. Strategic Measurement Data

### 1. Education and Outreach Events: 4

- a. 08/01/2021 – VWEA-WaterJAM: Continue working on WaterJAM Technical Program as part of the Technical Program Committee, including 296 Abstracts. The Technical Program Committee also put together the Moderator documentation for the conference.
- b. 08/05/2021 – Plant tour for Ocean Lakes residences (4 people) – Dave Ewing
- c. 08/22/2021 - Workshop Moderator at IWA WRRmod 2021 virtual conference: *Mainstream Shortcut Nitrogen Removal Modelling: From research to full-scale implementation, do we have what we need?* – Stephanie Klaus
- d. 08/23/2021 - Poster Presentation at IWA WRRmod 2021 virtual conference: *Modelling Partial Heterotrophic Denitrification in Mainstream Nitrogen Removal Processes – Model Development and Evaluation* – Kester McCullough

### 2. Community Partners: 4

- a. Chesapeake Bay Foundation-Oyster Cage Maintenance at BHTP for Oyster Garden Project
- b. DOE Jefferson Lab
- c. Old Dominion University (ODU)
- d. United Way Williamsburg House

3. Monthly Metrics

<b>Item #</b>	<b>Strategic Planning Measure</b>	<b>Unit</b>	<b>August 2021</b>
M-1.4a	Training During Work Hours per Full Time Employee (FTE) (526) – Current Month	Hours / FTE	2.06
M-1.4b	Total Training During Work Hours per FTE (526) – Cumulative Year-to-Date	Hours / FTE	4.40
M-2.3a	Planned Maintenance Total Maintenance Hours	Total Recorded Maintenance Labor Hours	30,065.53
M-2.3b	Planned Maintenance – Preventive and Condition Based	% of Total Maintenance Hours	58.40%
M-2.3c	Planned Maintenance - Corrective Maintenance	% of Total Maintenance Hours	16.90%
M-2.3d	Planned Maintenance - Projects	% of Total Maintenance Hours	24.70%
M- 4.1a	Energy Use: Treatment *reported for August 2021	kWh/MG	2,698
M-4.1b	Energy Use: Pump Stations *reported for August 2021	kWh/MG	180
M-4.1c	Energy Use: Office Building *reported for August 2021	kWh/MG	110
M-5.2	Educational and Outreach Events	Number	4
M-5.3	Number of Community Partners	Number	4

4. Annual Metrics

Item #	Strategic Planning Measure	Unit	FY-2021
M-2.3a	Planned Maintenance Total Maintenance Hours	Total Recorded Maintenance Labor Hours(average)	28,722.07
M-2.3b	Planned Maintenance – Preventive and Condition Based	% of Total Maintenance Hours (average)	62.94%
M-2.3c	Planned Maintenance-Corrective Maintenance	% of Total Maintenance Hours (average)	16.89%
M-2.3d	Planned Maintenance-Projects	% of Total Maintenance Hours (average)	20.17%
M-3.6	Alternate Energy	Total kWh	*
M- 4.1a	Energy Use: Treatment	kWh/MG	*
M-4.1b	Energy Use: Pump Stations	kWh/MG	*
M-4.1c	Energy Use: Office Building	kWh/MG	*

\* Will update once data is reported

Respectfully submitted,  
Steve de Mik  
 Director of Operations

TO: General Manager  
 FROM: Director of Talent Management (TM)  
 SUBJECT: Monthly Report for August 2021  
 DATE: September 15, 2021

A. Talent Management Executive Summary

1. Recruitment Summary

New Recruitment Campaigns	16
Job Offers Accepted – Internal Selections	14
Job Offers Accepted – External Selections	7
Average Days to Fill Position	63

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

- a. Continued addressing and monitoring suspected COVID-19 cases and potential exposures based on Virginia Department of Health (VDH) guidelines:

Description	August 2021	Total (March 2020 – August 2021)
Quarantines due to illness or direct exposure (household or external)	12	346
Work Related Quarantines	4	54
Personal Travel Quarantines	1	54
Confirmed Employee COVID-19 Cases	10	82
Work Related COVID-19 Cases	0	2
Contractor COVID-19 Cases on Work Sites*	0	11
Vaccine Acknowledgements	5	659

\*No direct exposure to HRSD employees

- b. Human Resources (HR) staff surveyed several localities regarding vaccine and testing requirements.
- c. Staff continued review of Virginia Occupational Safety and Health Administration (VOSHA) Final Permanent Standard for COVID-19 amendments to incorporate changes into *HRSD's Infectious Disease Preparedness and Response Plan*.
- d. *A Mandatory COVID-19 Vaccination Policy for New Employees* was developed and implemented.
3. HR conducted a virtual New Employee Onboarding for Onancock employees to provide information on benefits, policies, and Enterprise Resource Program (ERP) procedures. Safety provided New Employee Safety training, with portions held virtually and on-site.

4. TM staff met to begin planning and coordinating an HRSD Compensation study in accordance with the Commission Adopted Compensation policy.
5. The HR Business Analyst continued generating weekly Employee Vaccine Acknowledgement reports for Data Analysts to update the Vaccine Status Dashboard.
6. Wellness Program
  - a. Participation

Year Nine Participation Activities	Unit	August 2021	Year to Date (March 2021–February 2022)
Biometric Screenings	Number	2	195
Preventive Health Exams	Number	1	172
Preventive Health Assessments	Number	26	92
Online Health Improvement Programs	Number	18	82
Web-MD Online Health Tracking	Number	47	211
Challenges: <i>N/A</i>	Number	0	249
Fit-Bit Promotion	Number	11	28

- b. The Wellness Specialist began work on a part-time basis and began training Maureen Longbottom, a second Wellness Specialist who will focus on clinical aspects of Wellness. Wellness Specialist roles were restructured to accommodate job sharing and remote work.
    - c. A virtual lunchtime presentation was held, *Smart Food Hacks*, with 89 employees participating.
7. HR, Safety and Procurement staff met with a vendor to clarify offerings to continue evaluation of Occupational Health Medical Provider proposals.
8. Work Continued with OD&T consultant, Hicks Carter Hicks in the following areas:
  - a. The *Supervisory Knowledge and Information Program (SKIP)*
  - b. Development of a virtual coaching program
  - c. Work with HRSD Leadership on several Diversity Equity & Inclusion (DE&I) actions and strategies, including recruitment of DE&I Council members
  - d. Work with the Customer Care Division to curate staff online learning paths
  - e. Work with Electrical & Instrumentation staff on a team-building initiative
  - f. Development of a Time Mastery Coach/Mentor Program



9. The Facilitator team conducted the eighth Leadership and Management Academy (LAMA) workshop, *Strengths Finder*.
10. Conversion of the instructor-led Project Management 101 workshop into a virtual format continued. Several employees were selected to pilot the course.
11. Recruitment continued for one additional Leadership facilitator. Two members for the Teams and Problem Solving (TAPS) team were recruited: Theresa Black, Accounts Payable Associate and Suzanne Adams, Lab Specialist.
10. *Canvas Learning Management System Instructor* training continued.
11. Mishaps and Work-Related Injuries Status to Date (OSHA Recordable)

	<u>2020</u>	<u>2021</u>
<b>Mishaps</b>	32	25
<b>Lost Time Mishaps</b>	8	9
<i>Numbers subject to change pending HR review of each case.</i>		

12. The Safety and HR Managers met with HRSD's Workers Compensation Technical Consultant to review claims and discuss information regarding machine safety.
13. Safety Division Monthly Activities

Safety Training Classes	25
Work Center Safety Inspections	6
Reported Accident Investigations	7
Construction Site Safety Evaluations	12
Contractor Safety Briefings	11
Hot Work Permits Issued	0
Confined Space Permits Issued/Reviewed	165
Industrial Hygiene Monitoring Events	5

14. Staff participated in the following external activities:
  - a. Virginia Water Environment Association (VWEA)/ Virginia AWWA Diversity Equity and Inclusion (DE&I) Task Force Monthly Meeting
  - b. SWIFT Community Commitment Plan Steering Committee

**B. Monthly Strategic Planning Metrics Summary**

1. Education and Outreach Events: (1)
  - a. Presented American Water Works Association (AWWA)/ Water Environment Federation (WEF) Utility Management Conference Workshop, *Human Resources and Operations Partnership Strategies*

2. Community Partners: (0)

3. Monthly Metrics

<b>Item #</b>	<b>Strategic Planning Measure</b>	<b>Unit</b>	<b>August 2021</b>
M-1.1a	Employee Turnover Rate (Total)	Percentage	0.99%
M-1.1b	Employee Turnover - Service Retirements	Percentage	0.37%
M-1.4a	Total Training Hours Per Full Time Employee (17)	Total Training Hours/ FTE	5.41
M-1.4b	Total Training During Work Hours Per Full Time Employee (17) – Cumulative Fiscal Year-to-Date	Hours / FTE	9.82
M-5.2	Educational and Outreach Events	Number	1
M-5.3	Community Partners	Number	0

Respectfully submitted,

**Paula A. Hogg**

Director of Talent Management

TO: General Manager  
FROM: Director of Water Quality (WQ)  
SUBJECT: Monthly Report for August 2021  
DATE: September 13, 2021

A. General

Pretreatment and Pollution Prevention (P3) division staff assessed no civil penalties this month.

B. Quality Improvement and Strategic Activities

1. The Sustainability Environment Advocacy (SEA) Group reported no activities for the month of August.
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 the City of Chesapeake, Hanover County, Northumberland County, Westmoreland County, and the Town of Lawrenceville 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: 1
  - Hampton Roads Planning District Commission
3. Odor Complaints: 1
  - On August 18, the Hampton Roads Academy (HRA) in Newport News, VA contacted HRSD regarding odors from a nearby pump station. North Shore Operations identified the station in question as belonging to the City of Newport News and contacted the city accordingly for them to address. No further complaints or contact received from the HRA.

4. Monthly Metrics

<b>Item #</b>	<b>Strategic Planning Measure</b>	<b>Unit</b>	<b>August 2021</b>
M-1.4a	Training During Work Hours Per Full Time Employee (119) (Current Month)	Total Hours / # FTE	4.31
M-1.4b	Total Training During Work Hours Per Full Time Employee (119) (Cumulative Fiscal Year-to-Date)	Total Hours / # FTE	7.12
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	1:10,147
M-3.2	Odor Complaints	#	1
M-3.4	Pollutant Removal	Total Pounds Removed	33,573,630
M-3.5	Pollutant Discharge	% Pounds Discharged/ Pounds Permitted	13%
M-5.2	Educational and Outreach Events	#	0
M-5.3	Community Partners	#	1
	Average Daily Flow	Total MGD for all Treatment Plants	144.50
	Pretreatment Related System Issues	#	0

5. Annual Metrics

Item #	Strategic Planning Measure	Unit	FY-2021
M-3.3	Carbon Footprint	Tons per MG	1.75
M-4.2	R & D Budget	Percentage of Total Revenue	1.4%
M-5.4	Value of Research	Number	138%
M-5.5	Number of Research Partners	Number	27
	Rolling 5 Year Average Daily Flow	MGD	149.72
	Rainfall reported at Norfolk International Airport	Inches	54.04"

Respectfully submitted,  
*James Plett, Ph.D*  
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**

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### **WIFIA Compliance**

- **Tasks Completed (August 2021)**
  - Continued drafting summary memo
  - Conducted close-out meeting with HRSD
- **Upcoming Tasks (September 2021)**
  - Finalize summary memo based on close-out meeting
  - Proceed based on HRSD's direction regarding next steps

### **Emergency Repairs**

- **Tasks Completed (August 2021)**
  - Conducted meetings to discuss documentation requests
  - Communicated test sample selection to HRSD
  - Began report draft
- **Upcoming Tasks (September 2021)**
  - Continue testing
  - Update and refine report

### **Model 3 Billing**

- **Tasks Completed (August 2021)**
  - Finalized scope and approach with HRSD
  - Conducted first entrance meeting with initial HRSD points of contact
- **Upcoming Tasks (September 2021)**
  - Schedule secondary entrance meeting with additional HRSD point of contact
  - Perform planning procedures

### **Unifier/ERP**

- **Tasks Completed (August 2021)**
  - Conducted entrance meeting with HRSD
  - Reviewed initial documentation
  - Scheduled first process understanding meeting with HRSD
- **Upcoming Tasks (September 2021)**
  - Hold process understanding meetings with HRSD
  - Draft planning documentation

### **Business Continuity and Disaster Recovery**

- SC&H is working with HRSD management to finalize the audit report, incorporating management action plans.



**II. 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	5/11/16	Closed	13	0	13
Biosolids Recycling	10/8/16	Pending Permit	7	1	8
HR Benefits	11/22/16	Closed	15	0	15
Inventory	4/20/17	Closed	5	0	5
Procurement/ ProCard	8/23/17	In process*	8	3	11
Engineering Procurement	4/20/18	Closed	8	0	8
Corporate Governance: Ethics Function	3/21/18	Closed	5	0	5
Treatment Plant Operations	10/15/18	9/8/21 (completed)	5	4	9
Customer Care Division	7/26/19	December 2022	2	2	4
Safety Division	9/12/19	February 2022	0	3	3
Permitting	2/4/20	Closed	2	0	2
Payroll	3/27/20	Closed	3	0	3
Pollution Source Control	6/2/20	January 2022	3	5	8
SWIFT Program	2/24/2021	February 2022	0	12	12
Fleet Services	2/24/2021	February 2022	0	17	17
<b>Totals</b>			76	47	123

\*Indicates follow-up is ongoing and has been sent to Management for comment.

Annual Metrics															
Item	Strategic Planning Measure	Unit	Target	FY-10	FY-11	FY-12	FY-13	FY-14	FY-15	FY-16	FY-17	FY-18	FY-19	FY-20	FY-21
M-1.1a	Employee Turnover Rate (Total)	Percentage	< 8%	5.63%	4.09%	6.64%	7.62%	8.22%	9.97%	6.75%	6.66%	9.99%	6.63%	6.78%	6.31%
M-1.1b	Employee Turnover Rate within Probationary Period		0%		2.22%	8.16%	14.58%	9.68%	0.66%	0.13%	0.90%	1.01%	2.10%	3.08%	5.44%
M-1.2	Internal Employee Promotion Eligible	Percentage	100%		59%	80%	70%	71%	64%	69%	68%	85%	85%	63%	78%
M-1.3	Average Time to Fill a Position	Calendar Days	< 30		70	60	52	43.76	51	56	67	67	66	60	95
M-1.4	Training Hours per Employee - cumulative fiscal year-to-date	Hours	> 40		30.0	43.8	37.5	35.9	42.8	49.0	48.4	41.1	40.9	39.3	28.2
M-1.5a	Safety OSHA 300 Incidence Rate Total Cases	# per 100 Employees	< 3.5	6.57	6.15	5.8	11.2	5.07	3.87	7	5.5	5.7	4.1	4.8	4.1
M-1.5b	Safety OSHA 300 Incidence Rate Cases with Days Away	# per 100 Employees	< 1.1	0.74	1.13	1.33	0.96	1.4	0.82	1.9	1	1.1	0.8	1.34	1.3
M-1.5c	Safety OSHA 300 Incidence Rate Cases with Restriction, etc.	# per 100 Employees	< 0.8	3.72	4.27	2.55	4.5	2	1.76	3.6	2.8	2.8	1.8	1.6	4.1
M-2.1	CIP Delivery - Budget	Percentage			113%	96%	124%	149%	160%	151%	156%	160%	170%	170%	123%
M-2.2	CIP Delivery - Schedule	Percentage			169%	169%	161%	150%	190%	172%	173%	167%	159%	159%	155%
M-2.3a	Total Maintenance Hours	Total Available Mtc Labor Hours Monthly Avg			16,495	22,347	27,615	30,863	35,431	34,168	28,786	28,372	31,887	29,596	27,654
M-2.3b	Planned Maintenance	Percentage of Total Mtc Hours Monthly Avg			20%	27%	70%	73%	48%	41%	43%	44%	59%	59%	62%
M-2.3c	Corrective Maintenance	Percentage of Total Mtc Hours Monthly Avg			63%	51%	12%	10%	18%	25%	25%	24%	18%	19%	16%
M-2.3d	Projects	Percentage of Total Mtc Hours Monthly Avg			18%	22%	20%	18%	32%	34%	32%	27%	27%	25%	22%
M-2.4	Infrastructure Investment	Percentage of Total Cost of Infrastructure	2%		8.18%	6%	6%	4%	7%	7%	5%	5%	4	5%	*
M-3.1	Carbon Footprint	Tons per MG Annual Total			1.61	1.57	1.47	1.46	1.44	1.45	1.58	1.66	1.58	1.7	1.75
M-3.6	Alternate Energy (Incl. Green Energy as of FY19)	Total KWH			0	0	0	5,911,289	6,123,399	6,555,096	6,052,142	5,862,256	47,375,940	56,473,800	*
M-4.1a	Energy Use: Treatment	kWh/MG Monthly Avg			2,473	2,571	2,229	2,189	2,176	2,205	2,294	2,395	2,277	2,408	*
M-4.1b	Energy Use: Pump Stations	kWh/MG Monthly Avg			197	173	152	159	168	163	173	170	181	174	*
M-4.1c	Energy Use: Office Buildings	kWh/MG Monthly Avg			84	77	102	96	104	97	104	104	95	102	*
M-4.2	R&D Budget	Percentage of Total Revenue	> 0.5%		1.0%	1.4%	1.0%	1.3%	1.0%	0.8%	1.3%	1.4%	1.8%	1.3%	1.4%
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	\$1,487	*
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%	0.71%	*
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	\$4,048	*
M-5.1	Name Recognition	Percentage (Survey Result)	100%	67%	71%	N/A	62%	N/A	60%	N/A	N/A	53%	N/A	53%	N/A
M-5.4	Value of Research	Percentage - Total Value/HRSD Investment			129%	235%	177%	149%	181%	178%	143%	114%	117%	143%	138%
M-5.5	Number of Research Partners	Annual Total Number			42	36	31	33	28	35	15	20	26	32	27
	Rolling 5 Year Average Daily Flow	MGD		157.8	155.3	152	154.36	155.2	151.51	153.09	154.24	152.8	152.23	149.84	149.72
	Rainfall	Annual Total Inches		66.9	44.21	56.21	46.65	46.52	51.95	54.14	66.66	49.24	53.1	48.49	54.04
	Billed Flow	Annual Percentage of Total Treated		71.9%	82.6%	78%	71%	73%	74%	72%	73%	76%	72%	78%	*
	Senior Debt Coverage	Net Revenue/Senior Annual Debt Service	> 1.5	2.51%	2.30%	2.07%	1.88%	1.72%	1.90%	2.56%	3.10%	3.59%	4.84%	5.80%	*
	Total Debt Coverage	Net Revenue/Total Annual Debt	> 1.4	1.67%	1.67%	1.46%	1.45%	1.32%	1.46%	1.77%	1.93%	2.03%	2.62%	2.81%	*

\*to be reported

Monthly Updated Metrics															FY-22	FY-22	
Item	Strategic Planning Measure	Unit	Target	FY-10	FY-11	FY-12	FY-13	FY-14	FY-15	FY-16	FY-17	FY-18	FY-19	FY-20	FY-21	Jul-21	Aug-21
	Average Daily Flow	MGD at the Plants	< 249		136	146.5	158.7	156.3	153.5	155.8	153.5	145.8	152.7	141.5	155.3	133.9	144.5
	Industrial Waste Related System Issues	Number	0		3	6	6	6	2	4	7	4	7	1	2	0	0
	Wastewater Revenue	Percentage of budgeted	100%		97%	96%	98%	107%	102%	104%	103%	103%	104%	104%	106%	113%	106%
	General Reserves	Percentage of Operating and Improvement Budget	75% - 100%		72%	82%	84%	92%	94%	95%	104%	112%	117%	119%	108%	110%	99%
	Accounts Receivable (HRSD)	Dollars (Monthly Avg)			\$17,013,784	\$17,359,488	\$18,795,475	\$20,524,316	\$20,758,439	\$22,444,273	\$22,572,788	\$22,243,447	\$23,900,803	\$27,335,100	\$34,060,154	\$43,776,044	\$41,271,806
	Aging Accounts Receivable	Percentage of receivables greater than 90 days			21%	20%	18%	19%	21%	20%	18%	18%	17%	18%	29%	32%	39%
M-2.5	Capacity Related Overflows	Number within Level of Service	0		25	1	30	5	11	16	6	10	5	2	25	0	0
M-3.1	Permit Compliance	# of Exceedances to # of Permitted Parameters	0		12:55,045	1:51995	2:52491	1:52491	2:52491	2:52,491	9:53236	9:58338	2:60879	9:60879	23:60879	0:5073	1:10147
M-3.2	Odor Complaints	Number	0		6	2	7	11	5	9	7	6	9	15	31	0	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	182,759,003	183,123,855	17,456,687	33,573,630
M-3.5	Pollutant Discharge (% of permitted)	Pounds Discharged/Pounds Removed	< 40%		25%	22%	25%	22%	22%	20%	22%	17%	17%	18%	12%	13%	
M-5.2	Educational and Outreach Events	Number			302	184	238	322	334	443	502	432	367	256	145	47	63
M-5.3	Number of Community Partners	Number			280	289	286	297	321	354	345	381	293	230	128	8	7



**EFFLUENT SUMMARY FOR AUGUST 2021**

PLANT	FLOW mgd	% of Design	BOD mg/l	TSS mg/l	FC #/UBI	ENTERO #/UBI	TP mg/l	TP CY Avg	TN mg/l	TN CY Avg	CONTACT TANK EX
ARMY BASE	8.92	50%	3	5.4	2	1	0.79	0.59	4.9	4.3	6
ATLANTIC	30.34	56%	9	9.0	9	2	NA	NA	NA	NA	11
BOAT HARBOR	11.27	45%	5	5.3	8	1	0.45	0.41	16	18	4
CENT. MIDDLESEX	0.009	36%	<2	<1.0	1	<1	NA	NA	NA	NA	NA
CHES-ELIZ	13.35	56%	10	8.4	6	1	0.49	0.89	23	29	14
JAMES RIVER	14.37	72%	3	2.2	1	1	0.42	0.34	4.7	6.0	7
KING WILLIAM	0.070	70%	<2	<1.0	NA	2	<0.05	0.034	2.6	2.2	NA
NANSEMOND	18.40	61%	3	2.8	3	3	0.66	0.70	2.6	4.2	0
NASSAWADOX	0.012	12%	<2	7.2	1	1	0.94	NA	18	NA	NA
SURRY, COUNTY	0.048	74%	5	1.7	NA	NA	NA	NA	NA	NA	0
SURRY, TOWN	0.038	64%	5	22	NA	36	NA	NA	NA	NA	NA
URBANNA	0.058	58%	1	4.6	4	3	6.0	1.7	11	10	NA
VIP	26.60	66%	1	1.0	2	1	0.43	0.43	3.4	3.3	1
WEST POINT	0.440	73%	14	4.5	1	1	2.9	2.8	14	15	0
WILLIAMSBURG	9.13	41%	3	3.0	25	11	1.2	0.69	1.8	3.7	10
YORK RIVER	11.44	76%	2	1.6	1	3	0.31	0.23	5.3	5.2	0
	<u>144.50</u>										

	<b>Tributary Summary</b>						
	% of Capacity	<u>Annual Total Nitrogen</u>			<u>Annual Total Phosphorus</u>		
		Discharged	Operational		Discharged	Operational	
			YTD	Projection		YTD	Projection
<b>Tributaries</b>	%	Lbs	%	%	Lbs	%	
James River	45%	3,234,196	71%	41%	217,809	69%	
York River	55%	244,098	85%	46%	14,535	75%	
Rappahannock	40%	NA	NA	23%	NA	NA	

Permit Exceedances: Total Possible Exceedances, FY22 to Date: 1:10,147  
Pounds of Pollutants Removed in FY22 to Date: 33,573,630  
Pollutant Lbs Discharged/Permitted Discharge FY22 to Date: 13%

	<b>Rainfall (inch)</b>		
	<u>North Shore (PHF)</u>	<u>South Shore (ORF)</u>	<u>Small Communities (FYJ)</u>
Month	8.45"	6.23"	6.81"
Normal for Month	6.42"	6.20"	5.19"
Year to Date Total	41.34"	30.47"	39.07"
Normal for YTD	35.43"	33.79"	34.04"

\*Small Communities includes Eastern Shore

**AIR EMISSIONS SUMMARY FOR AUGUST 2021**

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	0	0	0	0	0	1	0	59	100	0
BOAT HARBOR	0	0	0	n/a	0	0	0	1	15	89	0
CHES-ELIZ	0	0	0	0	0	0	0	0	17	100	0
VIP	0	0	0	n/a	0	0	0	2	18	99	0
WILLIAMSBURG	1	0	0	n/a	0	0	0	2	58	97	0

**ALL OPERATIONS**

DEQ Reportable Air Incidents:	0
DEQ Request for Corrective Action:	0
DEQ Warning Letter:	0
DEQ Notice of Violation:	0
Other Air Permit Deviations:	0
Odor Complaints Received:	1
HRSD Odor Scrubber H2S Exceptions:	8

## Items of Interest – August 2021

### **MULTIPLE HEARTH INCINERATION (MHI)**

Total Hydrocarbon (THC) monthly averages (not to exceed 100 ppm) were met by all five MHI plants (Army Base, Boat Harbor, Chesapeake-Elizabeth, Virginia Initiative, and Williamsburg) with a THC continuous emissions monitoring (CEM) valid data captured of greater than 89%.

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

DEQ annual air emission and permit maintenance fees were paid for all nine of HRSD's air permitted wastewater treatment plants.

### **AIR PERMITS and ODOR CONTROL**

HRSD received one odor complaint and eight hydrogen sulfide (H<sub>2</sub>S) plant odor wet scrubber exceptions in August.

The Hampton Roads Academy (HRA) in Newport News, VA contacted HRSD regarding odors from a nearby pump station. NS Operations identified the station in question as belonging to the City of Newport News and contacted the city accordingly for them to address. No further complaints or contact received from the HRA.

### **TREATMENT**

DEQ was notified of the following reportable events:

#### Army Base

On August 23, more than three consecutive chlorine residuals (TRC) below 0.50 mg/L (the permitted low end limit) were recorded. The sodium hypochlorite demand vastly increased during this period, and though the setpoint was increased to counter demand, it was not sufficient. This event began at 14:00 when the first TRC below 0.50 mg/L was recorded (0.43 mg/L) and was resolved at 20:04 with a TRC recorded value of 1.58 mg/L.

#### Nansemond

On August 29, both drain pumps failed and stopped running due to a sudden influx of flow causing an increase in pressure on the discharge line at the SWIFT facility. BAF#2 was in filter to waste and was pumping biofilter effluent to the drain pump station. Once the drain pump station filled due to the failed pumps, it overflowed releasing water into the grass behind the SWIFT building. The breaker for the drain pumps was reset and the drain pumps operated without further issue. Approximately 15,000 gallons of biofilter effluent (Secondary Clarifier Effluent treated by flocculation/sedimentation, ozonation and biofiltration with a turbidity less than 0.15 NTU, with no added chemicals) soaked into the ground.

## **SYSTEM**

On August 2, sewage was observed coming up through the joint between the asphalt and concrete curb near 2251 W. Great Neck Road in Virginia Beach. Vactors were used to capture and recover sewage before it entered the storm system. Five City pump stations were pump and hauled, the break was isolated, and the broken pipe was repaired. Approximately 2,625 gallons were released, with 1,100 recovered; the remaining 1,525 gallons entered a storm culvert leading to Broad Bay.

On August 14, a full circle clamp used at a joint failed near 1209 Tyler Avenue in Newport News. The full circle clamp was replaced, and the system was returned to normal operation. Approximately 297,408 gallons were released and entered a storm drain to Lake Maury (Mariners' Lake).

On August 31, sewage was observed coming from a manhole at the intersection of Pearl Street and Ligon Street in Norfolk. Staff checked downstream gravity manholes between the spill location and an existing contractor bypass setup near HRSD's State St PS and realized that the contractor's bypass pumps were not working. This caused the gravity sewer to back up and spill. HRSD got one bypass pump to operate, ceasing the overflow. The contractor was notified and mobilized to the site to fix their bypass pumps. HRSD staff used a vactor to recover sewage that was ponded in the area near the spill location. Approximately 10,800 gallons were released, with 600 gallons recovered; the remaining 10,200 gallons soaked into the ground in the Eastern Branch of the Elizabeth River watershed.

## **SYSTEM/TREATMENT, SMALL COMMUNITIES, SURRY, AND EASTERN SHORE** Town of Surry

During the week of August 15, 2021, a weekly maximum concentration exceedance for the final effluent TSS limit occurred at the Town of Surry facility. On August 17 a TSS sample was taken, with a result of 30 mg/L, 1 mg/L over the interim limit of 29 mg/L. A second sample collected on August 24 had a reported result of 13mg/L. The facility met weekly and monthly loading as well as monthly concentration limits. The drum filter screen was replaced at the end of August.

## King William

During a routine QA/QC lab inspection on August 10 it was discovered that the calibration performed for the D.O. meter on Aug 9th was outside of the acceptance range by +0.21mg/L. The sample analyzed on August 9, with a result of 7.34, was invalid. Plant operations that day were normal. Supervisory staff discussed the importance of proper calibration process with plant operator(s). Additionally, the operator will be retrained on the calibration process.

HRSD received a warning letter on September 8, 2021 for the Nassawadox Riverside facility permit exceedances reported in May and June 2021.

### 2021 Metals, Ammonia, and TKN

		Limit	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sep	Oct	Nov	Dec
Central Middlesex	Ammonia	0.56							0.03	NA				
	TKN	3.0							0.60	NA				
King William	Zinc	*							NA	NA				
	TKN	3.0							<0.50	0.09				
	Cadmium	2.0							<0.50	<0.50				
Nassawadox	Copper	23							9.1	9.8				
Riverside	Nickel	38							<10	<10				
	Zinc	150							<50	<50				
	Ammonia	1.7							<0.10	<0.10				
	Copper	5.9							4.0	4				
Surry County	Zinc	56							19	21				
	Ammonia	0.77	NA	NA	NA	NA	NA		<0.10	<0.10			NA	NA
	TKN	3.0							<0.50	NA		NA		NA
	Copper	12							4.0	4				
Town of Surry	Zinc	39							13	22				
	Ammonia	4.5							0.16	<0.10				
	TKN	6.7							1.6	2.0				
Urbanna	Ammonia	3.83, 9.08							0.13	0.13				

\*No limit. Treatment objective 53 ug/L

## 2021 MONTHLY FLOW AVERAGES

	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	YR AVG	FY AVG
Army Base	12.50	16.33	9.51	8.30	7.50	8.51	9.06	8.92					10.08	8.99
Atlantic	26.17	30.15	26.78	30.65	28.66	32.11	29.08	30.34					29.24	29.71
Boat Harbor	15.39	<b>24.61</b>	15.55	13.06	10.70	11.40	10.62	11.27					14.07	10.95
C.Middlesex	0.009	0.010	0.008	0.010	0.010	0.013	0.010	0.009					0.010	0.009
Ches-Eliz	19.57	<b>24.32</b>	16.75	10.79	9.75	11.00	12.93	13.35					14.81	13.14
James River	15.72	<b>20.76</b>	15.42	14.14	11.60	12.19	12.34	14.37					14.57	13.35
King William	0.067	0.070	0.071	0.077	0.070	0.068	0.069	0.070					0.070	0.069
Lawnes Point	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000					0.000	0.000
Nansemond	18.99	22.52	17.66	16.64	14.62	17.31	16.49	18.40					17.83	17.44
Nassawadox							0.015	0.012					0.013	0.013
Surry, County	0.054	<b>0.073</b>	0.051	0.046	0.038	0.046	0.046	0.048					0.050	0.047
Surry, Town	<b>0.080</b>	<b>0.106</b>	<b>0.072</b>	<b>0.078</b>	0.044	0.052	0.047	0.038					0.065	0.043
Urbanna	0.064	0.058	0.049	0.050	0.054	0.060	0.064	0.058					0.057	0.061
VIP	31.75	<b>44.41</b>	29.39	26.90	22.34	26.20	23.04	26.60					28.83	24.82
West Point	<b>0.710</b>	<b>0.958</b>	<b>0.737</b>	0.536	0.351	0.416	0.469	0.440					0.577	0.454
Williamsburg	8.65	10.73	9.16	8.49	7.54	8.84	9.00	9.13					8.94	9.06
York River	<b>15.60</b>	<b>19.40</b>	<b>14.75</b>	13.30	10.68	10.89	10.61	11.44					13.33	11.02
North Shore	55.36	75.50	54.88	48.98	40.53	43.32	42.56	46.21					50.92	44.39
South Shore	108.98	137.72	100.10	93.28	82.86	95.14	90.60	97.61					100.79	94.10
Small Communities	0.98	1.28	0.99	0.80	0.57	0.65	0.72	0.68					0.83	0.70
TOTAL	165.32	214.50	155.96	143.06	123.96	139.11	133.88	144.50					152.54	139.19

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

AGENDA ITEM 21.d. – September 28, 2021

**Subject:** Center Avenue Force Main – 1209 Tyler Avenue Emergency Repair  
Emergency Declaration

**CIP Project:** JR013900

**Recommended Action:** No action is required. Information Only

**Brief:** On August 14, 2021, staff responded to a force main failure at 1209 Tyler Avenue in Newport News. Staff isolated the force main and hired a contractor to pump and haul wastewater from a city pump station during the repair efforts. The force main failure resulted in significant site cleanup activities at several adjacent properties, including three house crawl spaces.

An emergency declaration was authorized by the General Manager on August 16, 2021, to provide engineering assistance and all necessary support to complete the repair and restoration efforts. The additional support included pumping and hauling wastewater, repairing adjacent damaged utility conflicts and site cleanup and restoration services. Staff utilized the on-call contract with Tidewater Utility for site cleanup and restoration and Serve Pro to cleanup and restore home crawl spaces and structures.

The estimated cost of this work is \$300,000.