

REVISED
HRSD Commission Meeting Agenda
9:00 a.m. – December 20, 2022

In-person for Commissioners and essential staff at
1434 Air Rail Avenue, Virginia Beach, VA

Electronic attendance via Zoom for all others

Public participation and observation of all HRSD Commission and committee meetings is available electronically via Zoom due to space limitations. 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 commissionsecretary@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	Rodriguez
	Roll Call of HRSD Commission	Cascio
1.	Awards and Recognition	Bernas
2.	Consent Agenda	Bernas
3.	Model 3 Billing Services Agreement City of Chesapeake	de Mik
4.	Town of Chincoteague Memorandum of Understanding	de Mik
5.	Boat Harbor Treatment Plant Pump Station Conversion Site Improvements Additional Appropriation, Contract Award, Task Order	Husselbee
6.	Eastern Shore Infrastructure Improvements – Transmission Force Main Phase I Additional Appropriation, Contract Change Order, Task Order	Husselbee
7.	Small Communities Rehabilitation Phase IV and West Point PS No. 4 Rehabilitation Additional Appropriation, Contract Award, Task Order	Husselbee
8.	Surry Hydraulic Improvements and Interceptor Force Main Reduction in Appropriation	Husselbee
9.	Surry Force Main and Pump Station – Dominion Power Extension Additional Appropriation	Husselbee
10.	Washington District Pump Station Area Sanitary Sewer Improvements Additional Appropriation, Contract Award, Task Order	Husselbee

<u>No.</u>	<u>Topic</u>	<u>Resource</u>
11.	<u>Jefferson Avenue Interceptor Force Main Replacement Phase III Easement Acquisition</u> <u>Macy's Retail Holdings, LLC</u> <u>12302 Jefferson Avenue, Newport News, Virginia 23602</u>	Husselbee
12.	<u>Jefferson Avenue Interceptor Force Main Replacement Phase III Easement Acquisition</u> <u>PR Patrick Henry, LLC</u> <u>12300 Jefferson Avenue, Newport News, Virginia 23602</u>	Husselbee
13.	<u>Middlesex Interceptor System Program Phase II - Transmission Force Main Acquisition of Real Property</u> <u>Tax Map 29-26; 29-27A/General Puller Highway, Gloucester, Virginia</u>	Husselbee
14.	<u>Suffolk Pump Station Replacement Acquisition of Real Property</u> <u>2001 Arizona Avenue, Suffolk</u>	Husselbee
15.	<u>Boat Harbor Pump Station Land Acquisition Acquisition of Real Property for a Public Purpose</u> <u>1201 Terminal Avenue, Newport News Agreement Amendment</u>	Bernas
16.	<u>Unfinished Business</u>	Bernas
17.	<u>New Business</u>	Bernas
18.	<u>Commissioner Comments</u>	
19.	<u>Public Comments</u> – A request to make public comments during the meeting via Zoom or written comments to be read into the minutes should be submitted to Jennifer Cascio by email to <u>commissionsecretary@hrsd.com</u> or by phone to 757.460.7003 and must be received by noon one business day prior to the meeting.	Cascio
20.	<u>Informational Items</u>	Bernas

Next Regular Commission Meeting Date: January 24, 2023 in Newport News

AGENDA ITEM 1. – December 20, 2022

Subject: Awards and Recognition

Recommended Action: No action is required.

Brief: HRSD is pleased to announce the following:

A. **Promotions**

1. Mr. Jeff Layne was recently promoted to Chief of Design & Construction – North Shore in the Engineering Department. Jeff began his career at HRSD in 2006 as the plant manager at the Chesapeake-Elizabeth Treatment Plant and then transferring to the Atlantic Treatment Plant. Most recently, Jeff was a project manager in the Design & Construction Division. Before HRSD, Jeff worked at the City of Virginia Beach, a consulting engineering firm and the Norfolk Naval Shipyard. Jeff holds a bachelor's degree in Mechanical Engineering from Virginia Tech and earned his master's degree in Environmental Engineering from Old Dominion University. He also holds a Professional Engineer (PE) license.
2. Mr. Kevin Parker was recently promoted to Chief of Technical Services Division (TSD). Kevin was hired in 1997 as a TSD intern while completing a B.S. degree from Old Dominion University. After completing his degree, he was promoted to a TSD Specialist and then a TSD Supervising Specialist. Following the completion of an environmental science master's degree at CNU, he was promoted to a TSD Environmental Scientist, where he managed water quality monitoring projects, provided oversight to wastewater treatability studies, promoted water reclamation and reuse, and established many other technical programs. Kevin also developed and teaches a wastewater 101 class at HRSD, helping employees better understand the treatment process, sampling fundamentals, regulations, and other related topics to this industry. To enhance his skills in managing people, finances, and other business aspects at HRSD, Kevin completed his second master's degree in 2016, with an MBA from Regent University. Kevin has spent his entire 25-year career in the Technical Services Division of HRSD.

B. **Awards**

The Design-Build Institute of America (DBIA) presented two additional awards for the Providence Road Offline Storage Facility and Woodstock Park Improvements:

- 2022 DBIA Mid-Atlantic Region Honor Award for Best DB Project.
- 2022 DBIA Mid-Atlantic Region Excellence in Teaming Award



AGENDA ITEM 2. – December 20, 2022

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. Appropriation or Additional Appropriation ($\leq 5\%$ original appropriation and $< \$200,000$)
 1. [Poplar Hall Davis Corner Trunk 24-Inch Gravity Sewer Improvements \(I-264 VDOT Betterment\)](#) \$111,321
- c. Contract Awards
 1. [Coffee and Vending Services](#) \$462,850
 2. [Employee Benefit Consulting](#) \$427,500
 3. [Telephony System, Software, Implementation, Maintenance and Managed Services](#) \$764,432
 4. [Virginia Initiative Plant Incinerator Burner Replacement](#) \$3,125,000
 5. [Wilroy Pressure Reducing Station and Off-Line Storage Facility](#)

Contract Award	\$425,000
Task Order	\$3,200,159
- d. Contract Change Orders
 1. [Nansemond Treatment Plant Struvite Recovery Facility Improvements](#) \$1,332,550
- e. Task Orders
 1. [Western Branch Sewer System Gravity Improvements](#) \$278,728
- f. HRSD Use of Existing Competitively Awarded Contract Vehicle and Contract Award
 1. [Shipps Corner Pressure Reducing Station Modifications](#) \$256,610

CONSENT AGENDA ITEM 2.b.1 – December 20, 2022

Subject: Poplar Hall Davis Corner Trunk 24-Inch Gravity Sewer Improvements
 (I-264 VDOT Betterment)
 Additional Appropriation (<\$200,000)

Recommended Action: Appropriate additional funding in the amount of \$111,321.

CIP Project: CE012000

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

Budget	\$121,859
Previous Expenditures and Encumbrances	(\$111,320)
Available Balance	\$10,539
Proposed Invoice Due to VDOT	(\$121,860)
Project Shortage/Requested Additional Funding	(\$111,321)
Revised Total Project Authorized Funding	\$233,180

Project Description: The HRSD betterment portion of this project replaced approximately 250 linear feet of 24-inch gravity pipeline and associated manholes. The project is complete.

Project Justification: Condition assessment activities indicate that these assets present a material risk of failure due to physical condition defects. A VDOT project for the I-64 and I-264 Interchange Improvements presents an opportunity for HRSD to complete this work in a collaborative effort. VDOT’s contractor completed the construction of this betterment and HRSD will reimburse VDOT in accordance with an executed Utility Agreement.

Funding Description: A Utility Agreement was executed between HRSD and VDOT in April 2017. A payment of \$111,320 was made at that time based on the estimated construction cost and within the terms of the Agreement. The construction project is now complete, and the final construction costs are known. HRSD is responsible for 5.9% of the construction costs which totals \$233,180 and exceeds the current balance available for the CIP project.

Analysis of Cost: The requested appropriation reflects the difference between the estimated HRSD betterment cost from 2017 and the actual HRSD betterment cost. The cost for this project is based on the actual cost VDOT’s contractor incurred to perform the required HRSD utility work. The utility relocation sub-contractor regularly performs work for HRSD, and the final costs are reasonable.

CONSENT AGENDA ITEM 2.c.1. – December 20, 2022

Subject: Coffee and Vending Services
Contract Award (>\$200,000)

Recommended Action: Award a contract for Coffee and Vending services to Bayshore Beverages Inc. DBA Cardinal Canteen Food Services in the estimated amount of \$92,570 for year one with four annual renewal options and an estimated cumulative value in the amount of \$462,850.

Regulatory Requirement: None

Type of Procurement: Competitive Negotiation

A Public Notice was issued on September 8, 2022. Four firms submitted proposals on September 22, 2022, and three firms were determined to be responsive and deemed fully qualified, responsible, and suitable to the Professional Services Selection Committee (Committee) and to the requirements in the Request for Proposals. Three firms were short-listed, interviewed, and technically ranked as listed below:

Proposers	Technical Points	Recommended Selection Ranking
Bayshore Beverages Inc. DBA Cardinal Canteen Food Services	86	1
Aramark Refreshments	84	2
Old Dominion Tobacco Company, Inc. DBA Atlantic Dominion Distributors	Withdrawal after interview	
Ayman Nureddin DBA Numen Ramen LC	Non-responsive	

The Committee recommends award to Bayshore Beverages Inc. DBA Cardinal Canteen Food Services, whose professional qualifications and proposed services best serve the interest of HRSD.

Contract Description and Analysis of Cost: This contract is an agreement for complete coffee services throughout all HRSD locations and vending services for various locations (except for Eastern Shore due to location).

In accordance with HRSD competitive negotiation procedures, the Procurement Division advertised and solicited proposals from potential Offerors. A total of four proposals were received and three were evaluated based upon the requirements of the Request for Proposal.

Independent negotiations were held with the two top ranked Offerors to negotiate a fair and reasonable cost. The proposal submitted by Cardinal Canteen Food Services was ranked by technical points to be highest qualified.

Cardinal Canteen Food Services' proposal features improved inventory management with online real time data. Cardinal's Lavazza Recycle program aligns with HRSD's sustainability initiative such as providing the ability to recycle their coffee products. In addition, Cardinal's healthy vending options align with HRSD's Wellness initiative by offering HRSD employees a wide variety of healthy snacks, drinks, and fresh food items. Other areas of improvement include newer model coffee machines that reduce dispenser waste and improve cleanliness.

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

CONSENT AGENDA ITEM 2.c.2. – December 20, 2022

Subject: Employee Benefit Consulting
Contract Award (>\$200,000)

Recommended Action: Award a contract for employee benefit consulting services to Marsh and McLennan Agency, LLC in the estimated amount of \$67,500 for year one with four annual renewal options and an estimated cumulative value in the amount of \$427,500.

Regulatory Requirement: None

Type of Procurement: Competitive Negotiation

A Public Notice was issued on September 29, 2022. Four firms submitted proposals on October 20, 2022, and all firms were determined to be responsive and deemed fully qualified, responsible, and suitable to the Selection Committee (Committee) and to the requirements in the Request for Proposals. Four firms were short-listed, interviewed, and technically ranked as listed below:

Proposers	Technical Points	Recommended Selection Ranking
Marsh and McLennan Agency, LLC	100	1
USI Insurance Services	89	2
Bolton Partners Inc	71	3
Gallagher Benefit Services Inc.	71	3

The Committee recommends award to Marsh and McLennan Agency, LLC, whose professional qualifications and proposed services best serve the interest of HRSD.

Contract Description and Analysis of Cost: This contract is an agreement for employee benefits consulting services. Services include benefits program management, annual renewal services and negotiations, benefit plan design, funding, accounting, employee benefit communications development and other advisory services as requested. In addition, during this term contract Marsh and McLennan Agency, LLC will provide review of Employee Benefit statement of need and offeror proposals for a new competitive negotiation process for employee benefits, including health, vision, dental insurance and other employee benefits.

The cost for these services is based on negotiated rates and is in line with previous contract pricing and other similar efforts from other firms. Negotiated pricing includes the first three months of service provided free of charge, reducing the first year's annual cost by \$22,500. The annual fee for each subsequent year will be \$90,000.

This work is in accordance with Commission Adopted Procurement Policy.

CONSENT AGENDA ITEM 2.c.3. – December 20, 2022

Subject: Telephony System, Software, Implementation, Maintenance and Managed Services Contract Award (>\$200,000)

Recommended Action: Award a blanket purchase contract for telephony system, software, implementation, maintenance, and managed services to Voxai Solutions Inc. in the estimated amount of \$323,984 for year one with four annual renewal options and an estimated cumulative value in the amount of \$764,432.

Regulatory Requirement: None

Type of Procurement: Competitive Negotiation

A Public Notice was issued on June 22, 2022. Three firms submitted proposals on July 21, 2022, and all firms were determined to be responsive and deemed fully qualified, responsible, and suitable to the Selection Committee (Committee) and to the requirements in the Request for Proposals. Three firms were short-listed, interviewed, and technically ranked as listed below:

Proposers	Technical Points	Recommended Selection Ranking
Voxai Solutions Inc.	83	1
Content Guru	75	2
NetMaker Communications, LLC	50	3

The Committee recommends award to Voxai Solutions Inc., whose qualifications and proposed services best serve the interest of HRSD.

Contract Description and Analysis of Cost: This contract is an agreement to replace the current call center system with a new cloud based hosted contact center solution to include but not limited to system installation and configuration for both hardware and software, end user and administrative and technical support training. This solution will support remote access for customer service staff when working offsite. The system will be integrated with HRSD's current Oracle Customer Care and Billing system (CC&B). This solution aligns with HRSD's strategic plan in improving community engagement by providing a current call center platform and best practices in call center management, including forecast planning, interactive voice response (IVR), automatic call distribution (ACD) queue management, quality monitoring, outbound call and SMS campaigns, reporting and analytics. Managed services will provide functional and technical resources to support HRSD staff to solve production system issues, software upgrades and patches, future enhancements, training, and other services as required.

The cost for this cloud based contact center system solution and support is based on the final negotiated cost and was determined to be fair and reasonable compared to similar efforts from other firms.

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

CONSENT AGENDA ITEM 2.c.4. – December 20, 2022

Subject: Virginia Initiative Plant Incinerator Burner Replacement
Contract Award (>\$200,000)

Recommended Action: Award a contract to Industrial Furnace Co. Inc. in the amount of \$3,125,000.

CIP Project: VP019100

Regulatory Requirement: None

Budget	\$5,330,000
Previous Expenditures and Encumbrances	(\$310,620)
Available Balance	\$5,019,380

Type of Procurement: Competitive Bid

In accordance with HRSD’s competitive sealed bidding procedures, the Procurement Department advertised and solicited bids directly from potential bidders. The project was advertised on October 10, 2022, and two bids were received on December 2, 2022, as listed below:

Bidder	Bid Amount
Industrial Furnace Co. Inc.	\$3,125,000
Albertus Energy Inc.	\$5,992,000

Engineer Estimate: \$5,200,000

The design engineer, HDR Engineering, Inc., evaluated the bids based upon the requirements in the invitation for bid and recommends award to the lowest responsive and responsible bidder, Industrial Furnace Co. Inc., in the amount of \$3,125,000. The engineer’s estimate is an AACE Class 5 estimate, with an estimated accuracy within the window of -30% and +50%. The engineer developed the bid specifications which contained a mix of performance and prescriptive requirements. The project specifications designate the general contractor responsible for designing the system required to provide the Owner with a fully functioning installation. This designation has influenced the level of detail and contingency that the engineer has provided in their cost estimate. The Engineer’s Estimate contains a 20% contingency and a 12% escalation factor.

Project Justification: The existing Hauck burners and controls are obsolete making it difficult to find replacement parts. The burners are 40 years old, and in some instances, the burner pilots have been unsafe to light-up. The proposed North American Burners are reliable with a proven record at HRSD. The specified proposed burners are low-NOx and are necessary for future incinerator compliance. The new burners and controls will increase VIP incinerator capacity from 30 to 36 dry tons per day which is a requirement when the Army Base Treatment Plant incinerator goes off-line.

Contract Description and Analysis of Cost: This contract is an agreement for the burner replacement including designing, furnishing, installing, and testing on two existing sludge multiple hearth incinerators at the Virginia Initiative Plant. The cost for this is based on the engineers review and is in agreement with other efforts of similar size and complexity.

This work is in accordance with Commission Adopted Procurement Policy.

<u>Schedule:</u>	PER	July 2021
	Design	July 2021
	Bid	December 2022
	Construction	July 2023
	Project Completion	December 2024

CONSENT AGENDA ITEM 2.c.5. – December 20, 2022

Subject: Wilroy Pressure Reducing Station and Off-Line Storage Facility
Contract Award (>\$200,000), Task Order (>\$200,000)

Recommended Actions:

- a. Award a contract to Crowder Construction Company in the amount of \$425,000.
- b. Approve a task order with Brown and Caldwell in the amount of \$3,200,159.

CIP Project: NP014000**Regulatory Requirement:** Integrated Plan - HPP1 (2030 Completion)

Budget	\$34,302,000
Previous Expenditures and Encumbrances	(\$646,127)
Available Balance	\$33,655,873

Contract Status with Task Orders:	Amount
Original Contract with Brown and Caldwell	\$604,435
Total Value of Previous Task Orders	\$40,447
Requested Task Order	\$3,200,159
Total Value of All Task Orders	\$3,240,606
Revised Contract Value	\$3,845,041
Engineering Services as % of Construction	10.9%

Type of Procurement: RFQ/RFP

A Public Notice was issued on August 4, 2022. Five firms submitted proposals on September 6, 2022, and all firms were determined to be responsive and deemed fully qualified, responsible, and suitable as per the requirements in the Request for Qualifications. Three firms were short-listed, and those firms received Requests for Proposals, submitted Technical Proposals, were interviewed, and submitted price proposals.

Proposers	SOQ	Technical Proposal	Price Proposal	Total Points	Recommended Selection Ranking
Crowder Construction Company	21.80	19.81	46.55	88.16	1
MEB General Contractors, Inc.	18.84	19.05	50.00	87.89	2
Clark Construction Company	19.36	17.95	47.33	84.64	3

The Committee recommends award to Crowder Construction Company, whose combination of professional qualifications, proposed services and price best serve the interest of HRSD.

Project Description: This project will install a new pressure reducing station and a new 3-million gallon storage tank. These facilities are required as part of the Integrated Plan and are needed to reduce the likelihood of sanitary sewer overflows (SSO) in the Cities of Chesapeake and Suffolk.

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

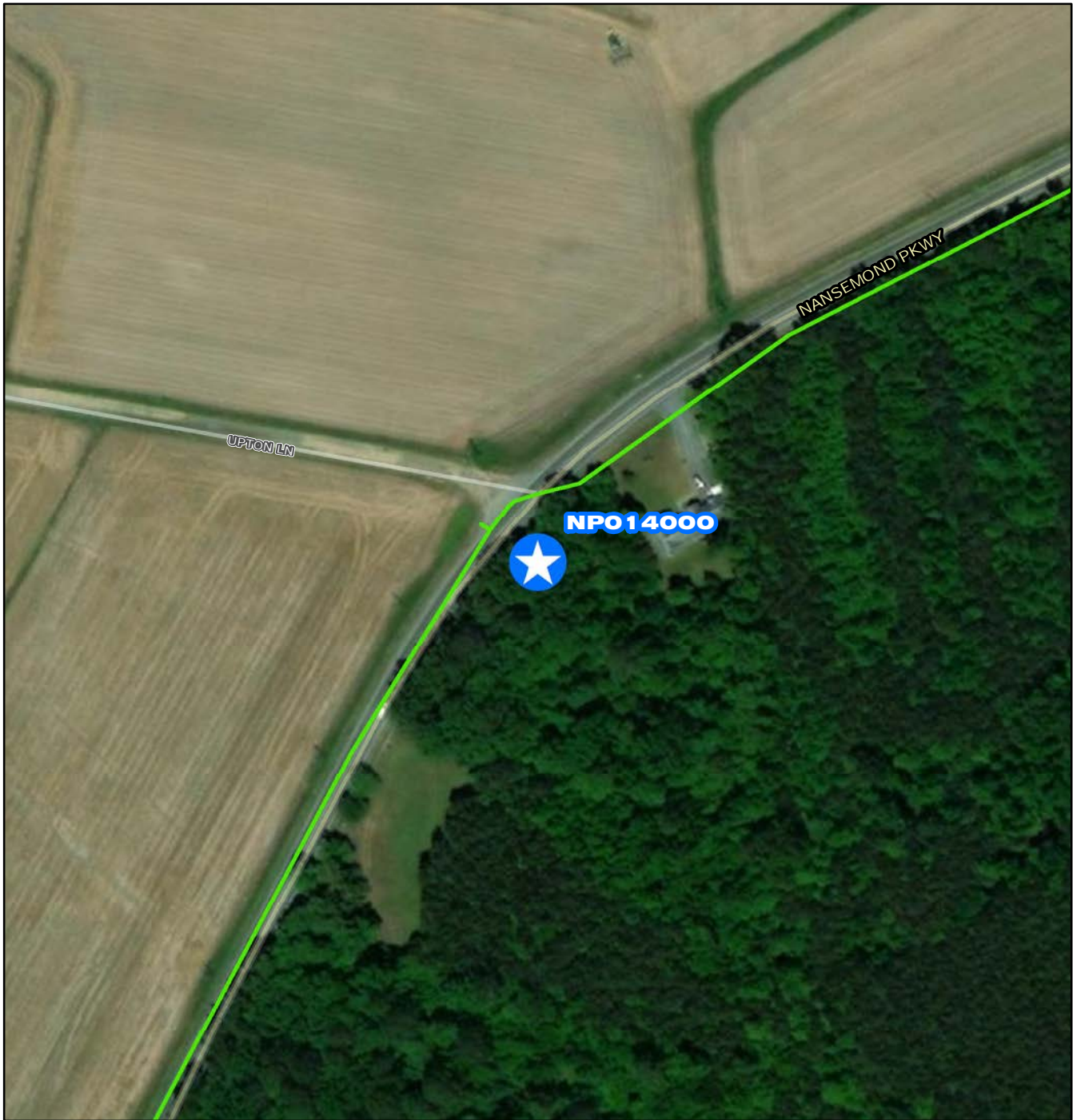
Project Justification: As part of HRSD's Integrated Plan, a program of High Priority RWWMP Projects (HPP) will be constructed through 2030. These projects were selected based on their ability to provide the greatest environmental and human health benefits. Further, this \$200+ million investment will reduce SSO volume at the 5-year level of service by 47%.

Contract Description and Analysis of Cost: This selection is for a Construction Manager to enter into a contract for pre-construction services for this project. Construction and post-construction phase services will be added to this contract by amendment following negotiation of the guaranteed maximum price (GMP) at the final design phase.

Task Order Description: This task order will provide design and bid phase services for this project. The bid phase services will support the Construction Manager's competitive sealed bidding process and qualifications-based selection.

Analysis of Cost: The cost for this effort is based on the number of hours anticipated to complete this effort and the consultant's hourly rates. The average hourly rate has been compared to other projects and determined to be fair. The task order amount is in agreement with other efforts of similar size and complexity.

<u>Schedule:</u>	PER	January 2022
	Design	January 2023
	Bid	January 2024
	Construction	March 2024
	Project Completion	June 2026

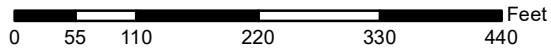


NPO 14000

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

Legend

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



NPO 14000

Wilroy Pressure Reducing Station and Off-line Storage Facility



CIP Location



CONSENT AGENDA ITEM 2.d.1. – December 20, 2022

Subject: Nansemond Treatment Plant Struvite Recovery Facility Improvements
Contract Change Order (>25% or \$50,000)

Recommended Action: Approve a change order with Ostara USA LLC in the amount of \$1,332,550.

CIP Project: NP013700

Regulatory Requirement: None

Budget	\$41,727,911
Previous Expenditures and Encumbrances	(\$37,424,697)
Available Balance	\$4,303,214

Contract Status:	Amount	Cumulative % of Contract
Original Contract with Name	\$2,139,792	
Total Value of Previous Change Orders	\$1,151,341	54%
Requested Change Order No. 4	\$1,332,550	
Total Value of All Change Orders	\$2,483,891	116%
Revised Contract Value	\$4,623,683	

Project Description: This project involves the implementation of the WASSTRIP® (Waste Activated Sludge Stripping to Remove Internal Phosphorous) process and improvements to the Struvite Recovery Facility (SRF). The WASSTRIP process consists of the storage of thickened WAS in a tank for a period sufficient to allow phosphorus and magnesium release, followed by post thickening, and transfer of thickened solids to digestion. The thickening filtrate (WASSATE) will be transferred to the SRF separate from the centrate stream. This project also includes the addition of a solids removal step for centrate/WASSATE and a small equalization tank for the WASSATE. The SRF upgrade includes improvement of the chemical system and system controls, additional reactor capacity, and replacement of the struvite product drying equipment. The majority of this project is in design and will be completed as one construction project in unison with the digester improvements effort.

Project Justification: This project will achieve the following improvements for Nansemond Treatment Plant: Improve biological phosphorus removal reliability and decrease effluent phosphorus concentrations, which is important for the decrease in the James River waste load allocation; Allow for treatment of all centrate flow through the SRF and overcome capacity limitations that currently require bypassing of some centrate; Provide SRF reactor redundancy to allow for maintenance activities; Improve solids dewatering performance and decrease polymer demand; Nearly double facility production of Crystal Green which increases operating revenue; Decrease the frequency of digester cleaning due to less struvite accumulation; and Decrease operational costs associated with nuisance accumulation of struvite in piping and equipment upstream of the struvite recovery facility.

Change Order Description: This change order includes the removal of one old Pearl 500 reactor, installation of one new Pearl 2K reactor to accommodate Boat Harbor Treatment Plant (BHTP) flows at the Nansemond Treatment Plant SRF, as well as pumps, valves, and other ancillary equipment. Also included is the installation of a new MgO dosing system to replace the existing MgCl₂/NaOH systems and support for transition of the control system from local PLC to HRSD DCS system (actual programming work performed by others).

Changed conditions: Loading conditions for the Nansemond Treatment Plant SRF are expected to increase significantly with HRSD diverting additional flows to the facility, as well as an increase in potential phosphorus available for recovery due to implementation of the WASSTRIP process. As a result of these increases, the existing three Pearl 500 reactor capacity, even with presumed increases in loading capacity due to use of magnesium oxide, is not expected to be sufficient. To increase reactor capacity onsite, two new Pearl 2K struvite recovery reactors are planned, along with other improvements. As a result of limited space in the existing building, one of the three existing Pearl 500 reactors will be removed, such that following the upgrade project there will be two Pearl 2K reactors and two Pearl 500 reactors in the building, configured for use with MgO addition and WASSTRIP feed.

Analysis of Cost: The cost for these services is based on the engineer's review and is in agreement with previous contract pricing for similar efforts.

This work is in accordance with Commission Adopted Procurement Policy.

<u>Schedule:</u>	PER	August 2017
	Design	April 2018
	Bid	April 2018
	Construction	June 2022
	Project Completion	June 2024

CONSENT AGENDA ITEM 2.e.1. – December 20, 2022

Subject: Western Branch Sewer System Gravity Improvements
Task Order (>\$200,000)

Recommended Action: Approve a task order with Rummel, Klepper & Kahl, LLP (RK&K) in the amount of \$278,728.

CIP Project: NP012400

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

Budget	\$5,100,000
Previous Expenditures and Encumbrances	(\$ 89,388)
Available Balance	\$5,010,612

Contract Status:	Amount
Original Contract with RK&K	\$0
Total Value of Previous Task Orders	\$89,388
Requested Task Order	\$278,728
Total Value of All Task Orders	\$368,116
Revised Contract Value	\$368,116
Engineering Services as % of Construction	11.9%

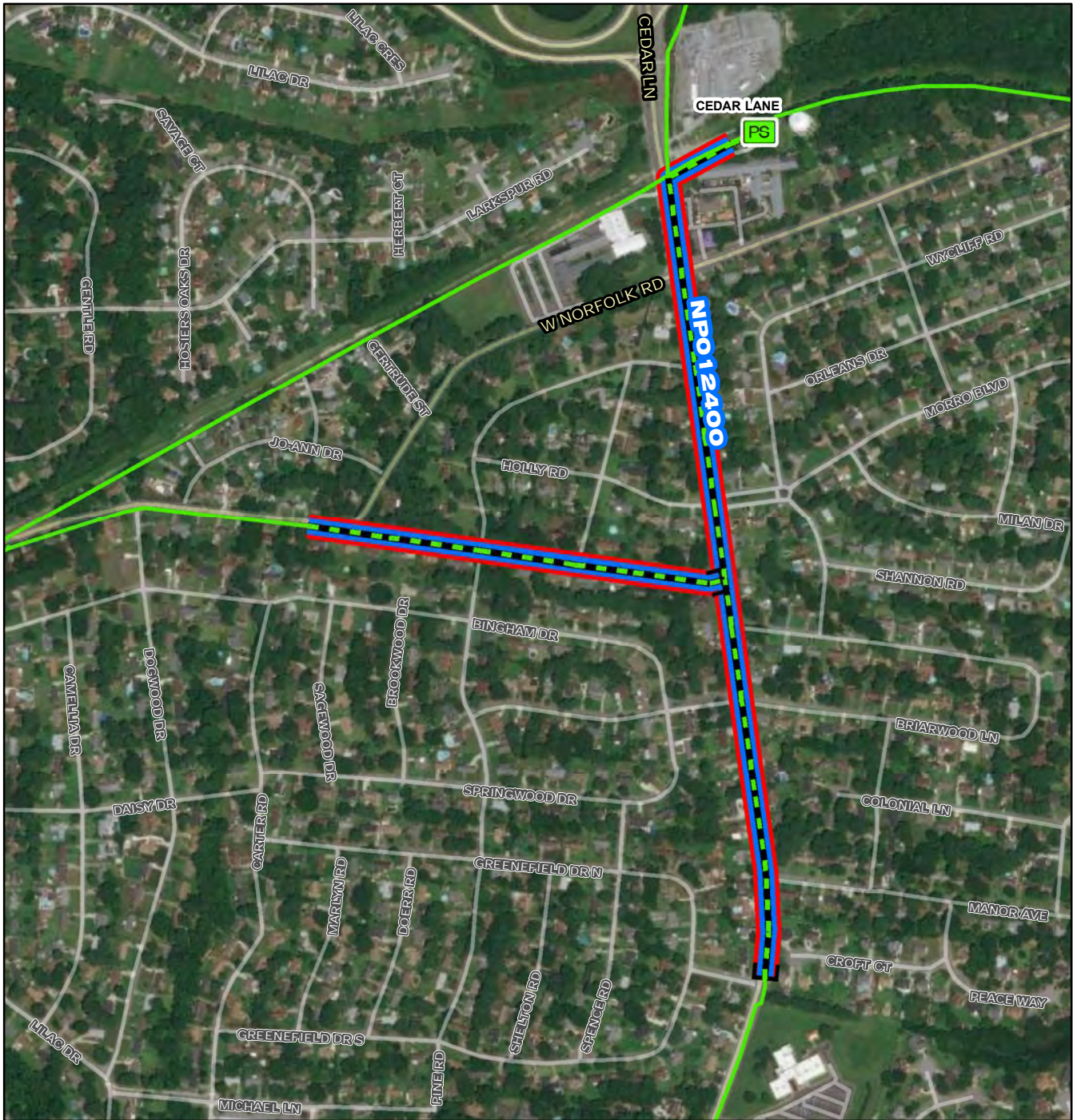
Project Description: This project will rehabilitate and/or replace approximately 5,600 linear feet of gravity pipeline with associated manholes. Pipe diameters range from 15 to 30-inches. Condition assessment activities indicate that these assets present a material risk of failure due to inflow/infiltration (I/I). The project is included in Phase 2 of the U.S. EPA Consent Decree Rehabilitation Action Plan and must be complete by May 5, 2025. The attached [map](#) depicts the project location.

Project Justification: Condition assessment activities indicate that these assets present a material risk of failure due to I/I.

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 effort is based on the number of hours anticipated to complete this effort and the hourly rates agreed upon in the Professional Services Agreement for the annual services Interceptor System Projects contract. The task order amount is in agreement with other efforts of similar size and complexity.

Schedule:	PER	April 2022
	Design	January 2023
	Bid	December 2023
	Construction	March 2024
	Project Completion	May 2025

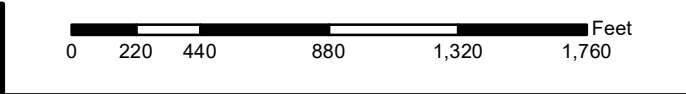


NPO12400

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

Legend

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



NPO 12400

Western Branch Sewer System Gravity Improvements

CIP Location

CONSENT AGENDA ITEM 2.f.1. – December 20, 2022

Subject: Shippo Corner Pressure Reducing Station Modifications
 HRSD Use of Existing Competitively Awarded Contract Vehicle and Contract Award
 (>\$200,000)

Recommended Actions:

- a. Approve the use of the Sourcewell Contract 120617-CAT for CAT Diesel & Natural Gas Generator Sets.
- b. Award a contract to Caterpillar Inc. in the amount of \$256,610.

HRSD Estimate: \$256,610

CIP Project: AT011520

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

Budget	\$1,826,426
Previous Expenditures and Encumbrances	(\$)104,800
Available Balance	\$1,721,626

Project Description: This project will replace the emergency generator at Shippo Corner Pressure Reducing Station (PRS). The underground fuel storage tank for the generator was replaced in 1994 which means the tank is nearing the end of its useful life. Condition assessment will be performed during this project to determine if the tanks need to be replaced.

Project Justification: The Shippo Corner PRS will be addressed in two separate phases and projects. This project (Phase II) will provide the reliability required by the Rehabilitation Action Plan and the Virginia SCAT regulations.

Phase I was addressed in AT011510 Shippo Corner Interim Pressure Reducing Station.

Contract Description and Analysis of Cost: This contract is for the purchase of a replacement emergency generator at Shippo Corner Pressure Reducing Station. By utilizing the cooperative contract through Sourcewell, HRSD is receiving 31 percent cost savings.

<u>Schedule:</u>	PER	02/2021
	Design	05/2022
	Bid	09/2022
	Construction	02/2023
	Project Completion	Pending

AGENDA ITEM 3. – December 20, 2022

Subject: Model 3 Billing Services Agreement
City of Chesapeake

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

Agreement Description: HRSD offers various billing services to the localities in the service area. These services allow localities to realize significant savings from the economies of scale for utility billing software, and bill print, mail, and payment services. HRSD does not charge any locality for these services.

Currently, Chesapeake maintains their own utility billing system and daily provides HRSD a bill data file. Staff combines their charges with HRSD's, and provides bill print, mail, and payment services.

Chesapeake requested to move to a Model 3 billing arrangement to save them from having to either upgrade or purchase and implement a new utility billing system. In a Model 3 billing arrangement, they will use the HRSD's billing software as their utility billing system.

This [Agreement](#) is similar to other Model 3 Billing Agreements with minor changes. The Agreement has, however, been updated to include new Virginia statutory requirements for cyber security breach notifications, as appropriate. Other Model 3 Billing Services exist with the City of Suffolk, the Town of Smithfield and King William County.

Schedule: System integration is expected to be completed by April 2023.

December ____, 2022

BILLING SERVICES AGREEMENT

Model 3

between

Hampton Roads Sanitation District

and

City of Chesapeake

BILLING SERVICES AGREEMENT

THIS BILLING SERVICES AGREEMENT (this “**Agreement**”), effective as of December _____, 2022, (the “**Effective Date**”), is entered into between Hampton Roads Sanitation District (“**HRSD**”) and the City of Chesapeake, 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 some or all of its jurisdictional area as well as limited areas in adjacent jurisdictions based upon the sewer system layout.

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 shall alter or supersede any rights or obligations of either Party under Virginia law or otherwise under the 1960 Acts of General Assembly, c. 66, or the Chesapeake City Charter, Charter 1980, c. 717, respectively.

NOW, THEREFORE, 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 business or governmental entity, estate, or trust, 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 stated in the first paragraph of this Agreement.

1.5 Facility Charges currently means 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, documents, and images thereof, passwords or PINs, credit card or debit card 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 currently means 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, and wastewater collection 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. In accordance with Virginia Code § 2.2-5514, the Parties must report, within twenty-four (24) hours of discovery, all known incidences that threaten the security of Commonwealth data or communications (*i.e.*, when the Commonwealth or an agency thereof is the customer), or results in exposure of data protected by federal or state laws, or any incidents that compromise the security of the Party's information technology systems that has the potential

to cause major disruption to normal activities of the Parties or other public bodies. The report should be submitted to the Virginia Fusion Center. <https://fusion.vsp.virginia.gov>

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 (1) computer per ten thousand (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 Model 3. HRSD agrees to provide services to Locality in accordance with, and the Parties agree to be bound by the terms and conditions of Model 3, which is attached as Exhibit A and incorporated by reference herein.

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; and

(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); and

(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; and

(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; and

(f) to report to the Virginia Fusion Intelligence Center any data breaches that meet the requirements of Virginia Code § 2.2-5514(C) within twenty-four (24) hours of discovery.

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. Each Party shall notify the other Party's Security Officer of any Security Breach promptly after discovery of the Security Breach. Additionally, if Locality or HRSD discovers that the security of any aspect of their respective systems has been compromised in a manner that reasonably could adversely affect the Locality or HRSD's systems or data (*e.g.*, due to access to HRSD's or Locality's systems), Locality or HRSD shall promptly notify HRSD's or Locality's Security Officer and provide reasonably requested information to assist HRSD or Locality in understanding the nature of the compromise and appropriate steps that HRSD or Locality can take to mitigate any risk to HRSD's or Locality's systems and data.

(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.

(c) To the extent practicable, both Parties agree that they will endeavor to coordinate a response to the Security Breach, except as may be required by federal or Virginia law, including Virginia Code § 2.2-5514(C). 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. This paragraph is not intended to exempt public records from disclosure pursuant to a valid Virginia Freedom of Information Act request pursuant to paragraph 5.20.

(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 for an additional one (1) year term, unless a Party provides written notice to the other Party of its intent to terminate the Agreement at least twelve (12) months prior to the anniversary of the extension/renewal date.

3.2 Termination for Convenience. Either Party may terminate the Agreement for its own convenience by giving the other Party no less than (twenty-four) 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 one hundred twenty (120) days, unless the Parties mutually agree in writing to an additional extension.

(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. In the event the Locality receives a written termination notice for non-performance that remains uncured, HRSD

agrees that it shall continue to fully perform its obligations under this Agreement for a period of no less than twelve (12) months from the date of HRSD's written notice of termination for non-performance to the extent HRSD's performance is not rendered infeasible because of the Locality's refusal or inability to provide HRSD with data or information that is essential to HRSD's performance under the terms of this 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 Charter or Acts of Assembly 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 or as required by the Library of Virginia Regulations Governing the Destruction of Public Records, whichever is longer, 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 and with reasonable notice, 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 Va. Admin. Code § 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 material 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, critical material shortages or rationing, riots, acts of war, terrorism, governmental regulations (other than those of the non-performing Party), a pandemic declared by the World Health Organization, or communications or utility failures (other than those of the non-performing Party). A Party experiencing a force majeure event that prevents fulfillment of a material obligation hereunder shall (a) give the other Party prompt written notice describing the particulars of the event; (b) suspend performance only to the extent and for the duration that is reasonably required by the force majeure event; (c) use reasonable efforts to overcome or mitigate the effects of such occurrence; and (d) promptly resume performance of the affected obligation if and when such Party is able to do so.

5.9 Notices. Any formal notice, required or permitted under this Agreement shall be provided by either (a) a nationally recognized overnight delivery service (next business day service) with delivery confirmation; (b) electronic mail with a digital confirmation evidencing receipt; or (c) hand-delivery, if receipt of the same is evidenced by the signature of the addressee or authorized agent, to Locality and to HRSD at the respective addresses herein shown. 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:

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

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

If to Locality:

City of Chesapeake
Public Utilities Director
306 Cedar Road
Chesapeake, VA 23322
Telephone: (757) 382-6401
Email: djurgens@cityofchesapeake.net

With a copy to: City of Chesapeake
City Manager
306 Cedar Road
Chesapeake, VA 23322
Telephone: (757)382-6166
Email: citymanager@cityofchesapeake.net

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 in any number of counterparts, each of which shall be deemed to be an original as against any Party whose signature appears thereon, and all of which shall together constitute one and the same instrument. A signature affixed or delivered electronically will be considered an original.

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, including the Virginia Freedom of Information Act and any applicable discretionary or mandatory exemption pursuant to paragraph 5.20.

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, 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.

5.17 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.

5.18 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.

5.19 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.

5.20 Publicity; Freedom of Information. 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 pursuant to Virginia Code § 2.2-3705.7(7) and other applicable provisions, 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.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, HRSD and Locality have executed this Billing Services Agreement effective the date shown above:

HRSD:

Locality: City of Chesapeake

Execution:

Execution:

By: _____
Name: Jay A. Bernas, P.E.
Title: General Manager
Date Signed: _____, 2022

By: _____
Name: Christopher M. Price
Title: City Manager
Date Signed: _____, 2022

Attest:

Attest:

By: _____
Name: _____
Title: _____
Date Signed: _____, 2022

By: _____
Name: Sandra M. Madison
Title: City Clerk
Date Signed: _____, 2022

Approved as to form:

By: _____
Name: _____
Title: _____
Date Signed: _____, 2022

EXHIBIT A

Model 3-C

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 or bimonthly, depending upon the Locality's billing schedule, 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 or bimonthly, depending upon the Locality's billing schedule.
- (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 HRSD Customer Care Services.

- (a) HRSD Customer Care services shall endeavor to provide the most cost-efficient and customer centric services. HRSD Customer Care currently provides the following: e-bill, autopay, telephone payment, walk-in cashier locations, mail-in payments, and banking billpay. The above list is for illustrative purposes only, and nothing herein is intended to bind HRSD to any particular method of payment for Customers.

C-4 Additional Charges. HRSD reserves the right to bill Customers directly for various service charges for services provided by HRSD. 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. Likewise, Locality also reserves the right, and HRSD to the extent practicable shall bill, Customers for various service charges for services provided by the Locality. These Locality charges may include, but are not limited to delinquent bill charges, water and wastewater service cutoff fees, water and wastewater restoration service fees, returned payment charges, and new wastewater connection service fees.

C-5 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-6 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-7 Customer Payment Plans. HRSD reserves the right to provide Customer payment plans. If Locality wishes to provide for Customer payments plans, 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-8 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-9 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, the Locality agrees that in the event of any delinquent HRSD Sewer Charges, upon written request of HRSD, the Locality shall record a lien in accordance with Virginia law and contingent upon the execution of a separate agreement between the Parties providing for the terms of such lien recordation. Upon receipt of any funds pursuant to such lien, the Locality would remit such funds to HRSD in accordance with the terms of the aforementioned, separate agreement between the Parties.

(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-10 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-11 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 (2) 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. Notices under this paragraph shall be consistent with the notice requirements of Virginia. Code §§ 15.2-2119 and 15.2-2119.4.

(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 ten (10) business days of eligibility defined by statute.

C-12 Service Terminations at Request of Customer. Water and wastewater service terminations requested by the Customer shall be completed by the Locality.

C-13 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-14 HRSD Call Center Hours of Operations.

(a) The hours of HRSD's call center operations generally shall be consistent with 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 twenty-four (24) hours per day for three hundred sixty-five (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-15 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-16 Funds Transferred 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 on business days, 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 bi-monthly.

C-17 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 thirty (30) days of the resolution, with interest at a rate of one and one-half percent (1½%) 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 (1) Party has overpaid the other, then such overpaid amount shall be refunded within thirty (30) days of the resolution with interest at a rate of one and one-half percent (1½%) 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-18 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		Detailed Consumption Report by Cycle, Routes, Service Types	Total Billed Unmetered Dollars

Broken Pay Plan		Detailed Customer Count by water source type, service type	Total Metered Consumption
Freezable Bill Segments		Detailed Bill count by service type, water source type, cycle, and route	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			
Detailed ATB			
Detail Payment Transactions			

(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.

AGENDA ITEM 4. – December 20, 2022

Subject: Town of Chincoteague
Memorandum of Understanding

Recommended Action: Approve a non-binding Memorandum of Understanding (MOU) with the Town of Chincoteague (Town), and other parties (collectively Developer) for the transfer of wastewater treatment plants and real 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.

Description: The Town of Chincoteague is in the process of acquiring the Sunset Bay wastewater treatment plants through eminent domain and intends to convey them to HRSD. An MOU outlining the intentions of all parties has been prepared.

Justification: Accomack and Northampton Counties were added to the HRSD service territory in October 2020. A regional initiative to provide centralized wastewater treatment to southern Accomack County and Northern Northampton County is underway. The Town of Chincoteague, located in Northern Accomack County, is located on an island. The Town has been working to transfer ownership of a privately held wastewater treatment plant to provide some public wastewater treatment.

This non-binding agreement summarizes the material terms of the transactions contemplated among the parties. Some key highlights of the agreement describe that:

- the goal of the parties is for HRSD to ultimately own and operate the plants with sufficient treatment capacity to handle existing flows and new flows from the Town pursuant to the existing permits, and to add capacity as may be obtained from the adjacent U.S. Coast Guard Station,
- the transfer of the treatment plants and certain properties is through the Town's eminent domain powers,
- the Developer will indemnify the Town and HRSD for any claims, including environmental claims, arising out of the ownership or operation of the plants prior to the date of the transfer to the Town,
- the Developer will enter into a lease agreement with the Town to manage and operate the plants until the properties are transferred to HRSD,
- the Developer will grant appropriate easements to accommodate a new wastewater outfall,
- the Town will receive appropriate existing permits to operate the plants,
- as soon as practical, the Town will transfer the plants, other related properties, and related permits to HRSD at no cost,
- the Town will reimburse HRSD up to \$250,000 costs associated with renovating the plants that HRSD deems necessary,

Agreement Description: The attached [MOU](#) between HRSD and the Town of Chincoteague, Sunset Bay Home-Owners Association and Sunset Bay developers. The MOU has been reviewed by HRSD legal counsel.

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

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“**MOU**”) is between and among the following parties:

The Town of Chincoteague, Virginia (the “**Town**”);

Sunset Bay South Condominium Association, Inc. (the “**Association**”);

Sunset Bay, LLC (“**Sunset Bay LLC**”);

Sunset Bay Utilities, Inc. (“**Sunset Bay Utilities**”);

Chincoteague Sunsets, L.L.C. (“**Chincoteague Sunsets**”); and

Hampton Roads Sanitation District (“**HRSD**”).

For convenience, Sunset Bay LLC, Sunset Bay Utilities, and Chincoteague Sunsets will be referred to collectively as “**Developer**” since each entity is owned and/or controlled by Mr. Todd Burbage. Mr. Burbage will cause the applicable entity to execute such documents and take such actions as may be necessary to implement the terms of this MOU.

Background

A. Developer built the residential condominium community known as Sunset Bay South on the island of Chincoteague, Virginia. One of the condominium units is Commercial Unit A (“**Unit A**”) on which is located two package wastewater treatment plants (collectively the “**Existing Plant**”) that serves the condominium community and other users. Unit A and the Existing Plant are located generally within “Area 1” as shown on the preliminary subdivision plat prepared by JMT and dated October 28, 2022, a copy of which is attached hereto as **Exhibit A** (the “**Plat**”).

B. The areas on the Plat labeled “Area 2” and “Area 3” are a part of the common elements of the condominium and will be referred to herein as the “**Vacant Land**.” The Vacant Land also includes property for a 10’ access road connecting the Existing Plant parcel with the Vacant Land. The Vacant Land is not separately subdivided as of the date of this MOU.

C. HRSD has expressed a willingness to assume ownership and operation of the current and future wastewater treatment facilities located on the condominium, and to provide continued uninterrupted service to the Association as well as future capacity that would be developed for other Town users. HRSD will not assume such ownership and operation directly. Rather, HRSD requires the Town to initially acquire the necessary property and rights which will then be conveyed from the Town to HRSD.

D. The goal of all parties is an arrangement in which HRSD owns and operates the treatment plants with sufficient capacity to handle existing flows, new flows from the Town pursuant to the VPDES permits (described below) and such additional permitted capacity as may be obtained, and flows from the U.S. Coast Guard Station installation adjacent to the condominium community (collectively the “Required Capacity”).

E. To the extent possible, Developer would like to receive tax benefits from the foregoing transactions.

F. The parties previously entered into a Letter of Intent dated February 24, 2022, and memorialized a proposal discussed on a Zoom meeting July 8, 2022, both of which are replaced and superseded by this MOU.

The Parties enter into the following nonbinding MOU to implement the actions described above.

1. Conveyance of Unit A and Existing Plant to Town. The Developer will convey all of its right, title, and interest in and to Unit A and the Existing Plant to the Town as a donation for no consideration, other than any possible tax benefits available to Developer. Determining the validity and calculation of any tax benefits will be solely the Developer’s responsibility. Other than potential tax benefits, the Developer will not receive any consideration from the conveyance. Developer will agree to indemnify the Town and HRSD for any claims, including environmental claims, arising out of, or relating to the ownership or operation of the Existing Plant prior to the date of transfer to the Town. Developer will remain liable for any existing environmental issues related to the property.

2. Lease and Operation Agreement. Developer shall enter into a lease and agreement with the Town under which Developer shall lease Unit A and the Existing Plant back from the Town and shall operate the Existing Plant during the period between the Initial Closing (defined below) and the date on which the HRSD Closing occurs, as described below. The terms of the leaseback and plant operation shall be documented more thoroughly in a lease to be executed at the Initial Closing (the “**Existing Plant Leaseback**”).

3. Property line adjustments. The parties shall document in recordable instruments any property line adjustments needed to ensure the influent lift station, effluent lift station, and associated appurtenances are all within Unit A.

4. Easements. Developer and the Association, as applicable, will grant easements, as generally shown on the Plat, for the existing active outfall, the existing inactive outfall (Northeast corner of the Sunset Bay Villas building), across the Sunset Bay waterfront lot (tax map #30A3-A-6) to accommodate new outfall as well as associated operations and maintenance (“**O&M**”), for existing/proposed influent force main(s), construction of Existing Plant modifications and/or new plant construction as HRSD deems necessary, and ingress/egress. Whichever of the Association and Developer is the title owner of the waterfront parcel (tax map #30A3-A-6) at the time HRSD makes a written request for easements across the waterfront parcel shall execute the easement across the waterfront parcel. To the extent the Town elects to take any of such easements by

eminent domain, neither the Association nor Developer shall contest such taking or demand any compensation therefor.

5. Transfer of VPDES Permit. As a material part of the overall transaction, the Town must receive the VPDES permits (VA0091049 and VA0054003) and their additional discharge capacity, which permits are currently held by the Developer. Again, no consideration will be exchanged. If applicable laws and regulations require Developer to retain the VPDES permits during the term of the Existing Plant Leaseback, then Developer shall convey the VPDES permits to the Town as soon as possible after the term of the Existing Plant Leaseback expires or is terminated.

6. Conveyance of Vacant Land to Town; Eminent Domain Actions. The Town will take the following by eminent domain: (a) the Vacant Land, (b) the vertical column above Unit A to the extent it constitutes common element, air rights, and/or is otherwise subject to the condominium regime, and (c) the condominium regime and restrictions burdening Unit A. The Association will not challenge the foregoing takings or the agreed upon compensation of \$150,000 to be paid by the Town to the Association. The foregoing actions shall be governed by Virginia Code Section 55.1-1906 and other applicable law.

7. Conveyance to HRSD. As soon as is practical after the Initial Closing, the Town shall convey by special warranty deed all right, title, and interest in and to Unit A, the Existing Plant, and the Vacant Land to HRSD (the “**HRSD Closing**”). From and after the HRSD Closing, HRSD shall assume operation of the Existing Plant. The easements, influent and effluent pump stations and appurtenances will also be transferred to HRSD and accessible for O&M. HRSD will be responsible for constructing and operating the treatment plants as determined by agreement between the Town and HRSD. The treatment plants will serve the Association as well as other customers that the Town and HRSD may permit to connect up to the Required Capacity. The Town will reimburse HRSD the total cost of renovating and reconditioning the treatment plants up to \$250,000 in the aggregate to insure continued uninterrupted sewer service to the Association and Town.

8. Initial Closing; Timeline. The parties shall use their best reasonable efforts to complete the transactions described in paragraphs 1 through 3 above (collectively the “**Initial Closing**”) on or before December 29, 2022. The parties anticipate that the transactions described in paragraphs 4 through 6 will be completed prior to, or as soon as is possible after, the expiration of the Existing Plant Leaseback period, subject to any extensions as may be necessary to complete the eminent domain process. The parties will use their best reasonable efforts to complete the HRSD Closing within one hundred eighty (180) days after the Initial Closing.

9. Transactions Contingent on Each Other; Town and HRSD Approval. Completion of each of the above transactions is contingent upon the completion, or the irrevocable commitment of the parties to complete, the other transactions. Such irrevocable commitment may be contained in one or more definitive agreements described in paragraph 10 below. All transactions are contingent on the vote or other approval of the Town Council and of the governing body of HRSD, in each case to the extent required by applicable law.

10. Nonbinding; Definitive Agreement. This MOU is not a binding agreement but is merely a summary of material terms of the transactions contemplated between and among the parties. Each party agrees to work in good faith to negotiate one or more binding, definitive agreements containing the above terms and such other details and matters as agreed by the parties.

[Remainder of page blank. Signature page follows.]

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding as of the dates written below their signatures:

THE TOWN OF CHINCOTEAGUE

By: _____
Michael Tolbert, Town Manager

Date signed

SUNSET BAY SOUTH CONDOMINIUM ASSOCIATION, INC.

By: _____
Name: _____
Title: _____

Date signed

SUNSET BAY, LLC

By: _____
Todd Burbage, Manager

Date signed

SUNSET BAY UTILITIES, INC.

By: _____
Todd Burbage, President

Date signed

[Signatures continue on following page.]

CHINCOTEAGUE SUNSETS, L.L.C.

By: _____
Todd Burbage, Manager

Date signed

HAMPTON ROADS SANITATION DISTRICT

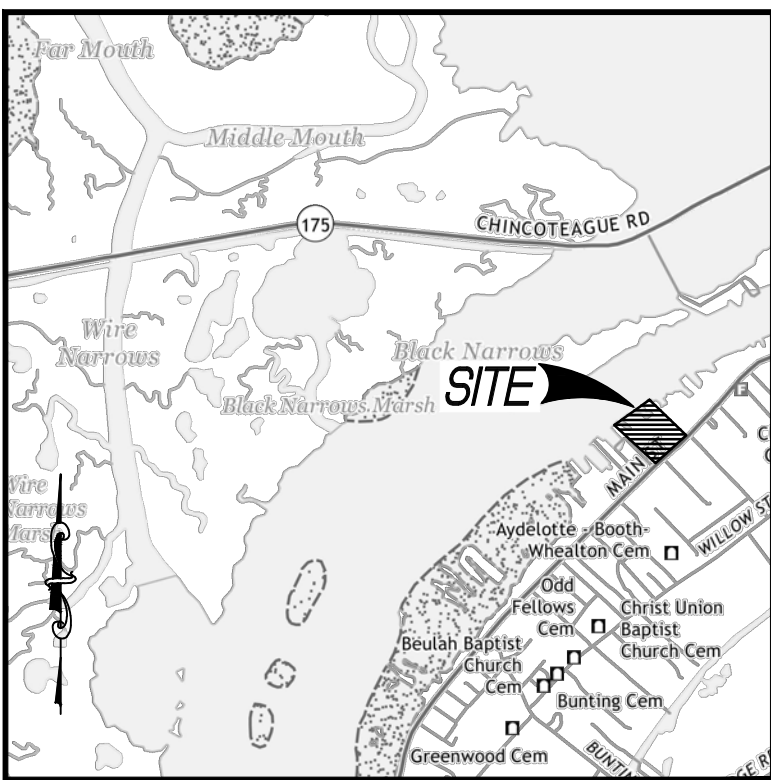
By: _____
Name: _____
Title: _____

Date signed

MOU – Exhibit A

Preliminary Subdivision Plat

[See attached]



SURVEY NOTES:

1. THIS LIMITED LOCATION SURVEY WAS COMPLETED UNDER THE DIRECT AND RESPONSIBLE CHARGE OF, MARK A. HASKETT, L.S. #1728 FROM AN ACTUAL GROUND SURVEY. THE ORIGINAL DATA WAS OBTAINED DURING MAY - JULY, 2022, AND THIS MAP OR DIGITAL GEOSPATIAL DATA INCLUDING METADATA MEETS MINIMUM ACCURACY STANDARDS UNLESS OTHERWISE NOTED.
2. THE MERIDIAN SOURCE FOR THIS SURVEY IS BASED ON THE VIRGINIA STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NAD 1983. ALL LOCATIONS ARE GPS DERIVED
3. BUILDINGS SHOWN HEREON ARE APPROXIMATE ONLY AND BASED ON LIMITED FIELD LOCATION AND PLANS RECORDED IN INSTRUMENT #190000188
4. CAPTAIN'S LANE IS MAINTAINED PRIVATELY PER INSTRUMENT #190000188.

UTILITY DESIGNATION NOTES

GENERAL NOTES:

- GN1. An underground utility investigation was performed by Johnson, Mirmiran & Thompson, Inc. dated May 27, 2022. JMT designated and marked conductive underground utilities in specific areas of the property utilizing industry standard electromagnetic instrumentation and the obtained signals are indicated hereon.
- GN2. The utility sizes indicated in the designation information are based on information supplied by the utility owner (either by written records or by verbal information).
- GN3. Complete utility records were not available for all of the utilities. As such, other utilities may be present within the limits and not shown. Due to the non-conductive nature of some utilities, JMT is unable to guarantee that all utilities have been designated and accounted for. JMT cautions that additional underground utilities may be present within the project limits.

SEWER NOTES:

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

UNKNOWN UTILITY NOTES:

- U1. An electronic signal was obtained on an unknown conductor as shown. The signal was unable to be traced to an identifiable utility structure. Unable to determine the disposition of the conductor.
- U2. Readings were obtained utilizing ground penetrating radar in this area as shown.

LOCATION MAP: SCALE: 1" = 2000'

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

OWNER: _____ DATE: _____
FOR: CHINCOTEAGUE SUNSETS, LLC

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

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

GIVEN UNDER MY HAND THIS _____ DAY OF _____, 2022

NOTARY PUBLIC NO. _____ MY COMMISSION EXPIRES _____

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

OWNER: _____ DATE: _____
FOR: SUNSET BAY, LLC

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

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

GIVEN UNDER MY HAND THIS _____ DAY OF _____, 2022

NOTARY PUBLIC NO. _____ MY COMMISSION EXPIRES _____

HRSD EASEMENT TABLE

PARCEL	TAX MAP	AREA
EASEMENT AREA 1 SUNSET BAY, LLC	30A5-35-CA	5,845 SQ. FT. 0.134± AC
EASEMENT AREA 2 SUNSET BAY, LLC	30A5-35-CA	6,160 SQ. FT. 0.141± AC
EASEMENT AREA 3 SUNSET BAY, LLC	30A5-35-CA	3,043 SQ. FT. 0.0698± AC
CHINCOTEAGUE SUNSETS, LLC OR SUNSET BAY, LLC	30A3-A-6	2,224 SQ. FT. 0.0511± AC
TOTAL		
TOWN OF CHINCOTEAGUE	N/A	17,272± SQ. FT. 0.397± AC

NEW PARCEL AREA TABLE

PARCEL	TAX MAP	AREA	PROPERTY TO BE ACQUIRED	RESIDUAL AREA
SUNSET BAY, LLC	30A5-35-CA	247,633 SQ. FT. 5.68± AC	12,840 SQ. FT. 0.295 AC	234,793 SQ. FT. 5.385± AC
CHINCOTEAGUE SUNSETS, LLC	30A3-A-6A	5,664 SQ. FT. 0.130± AC	5,664 SQ. FT. 0.130 AC	0 SQ. FT. 0.0 AC
NEW PARCEL				
TOWN OF CHINCOTEAGUE	###-##-##	18,504± SQ. FT. 0.424± AC	18,504 SQ. FT. 0.424 AC	0 SQ. FT. 0.00± AC

TOWN APPROVAL

THE SUBDIVISION SHOWN HEREON HAS BEEN REVIEWED AND APPROVED BY THE UNDERSIGNED IN ACCORDANCE WITH EXISTING REGULATIONS, AND MAY BE COMMITTED TO RECORD.

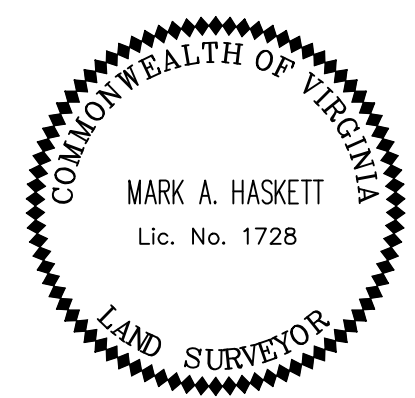
SUBDIVISION AGENT DATE

I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF ALL REQUIREMENTS OF THE BOARD OF SUPERVISORS AND ORDINANCES OF ACCOMACK COUNTY, VIRGINIA, REGARDING THE PLATTING OF SUBDIVISIONS WITHIN THE COUNTY, HAVE BEEN COMPLIED WITH. MONUMENTS WILL BE SET BY DECEMBER 27, 2022, OR SIX MONTHS FROM RECORDATION OF THIS PLAT.

I FURTHER CERTIFY THAT THE LAND EMBRACED IN THIS SUBDIVISION IS IN THE NAME OF KATHERINE W. SCHWAB AND THAT IT WAS ACQUIRED FROM WILLIAM D. AND THERESE B. LOVELL BY DEED DATED JUNE 4, 2021, AND DULY RECORDED IN INSTRUMENT 210002844 IN THE CLERKS OFFICE OF THE CIRCUIT COURT FOR THE ACCOMACK COUNTY OF ONANCOCK, VIRGINIA.

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

SUBDIVISION PLAT
OF
TAX MAP #30A5-35-CA
&
TAX MAP #30A3-A-6A
(INST.# 190000188)
FOR
TOWN OF CHINCOTEAGUE
TOWN OF CHINCOTEAGUE, ACCOMACK COUNTY, VIRGINIA
October 28, 2022
SHEET 1 OF 2



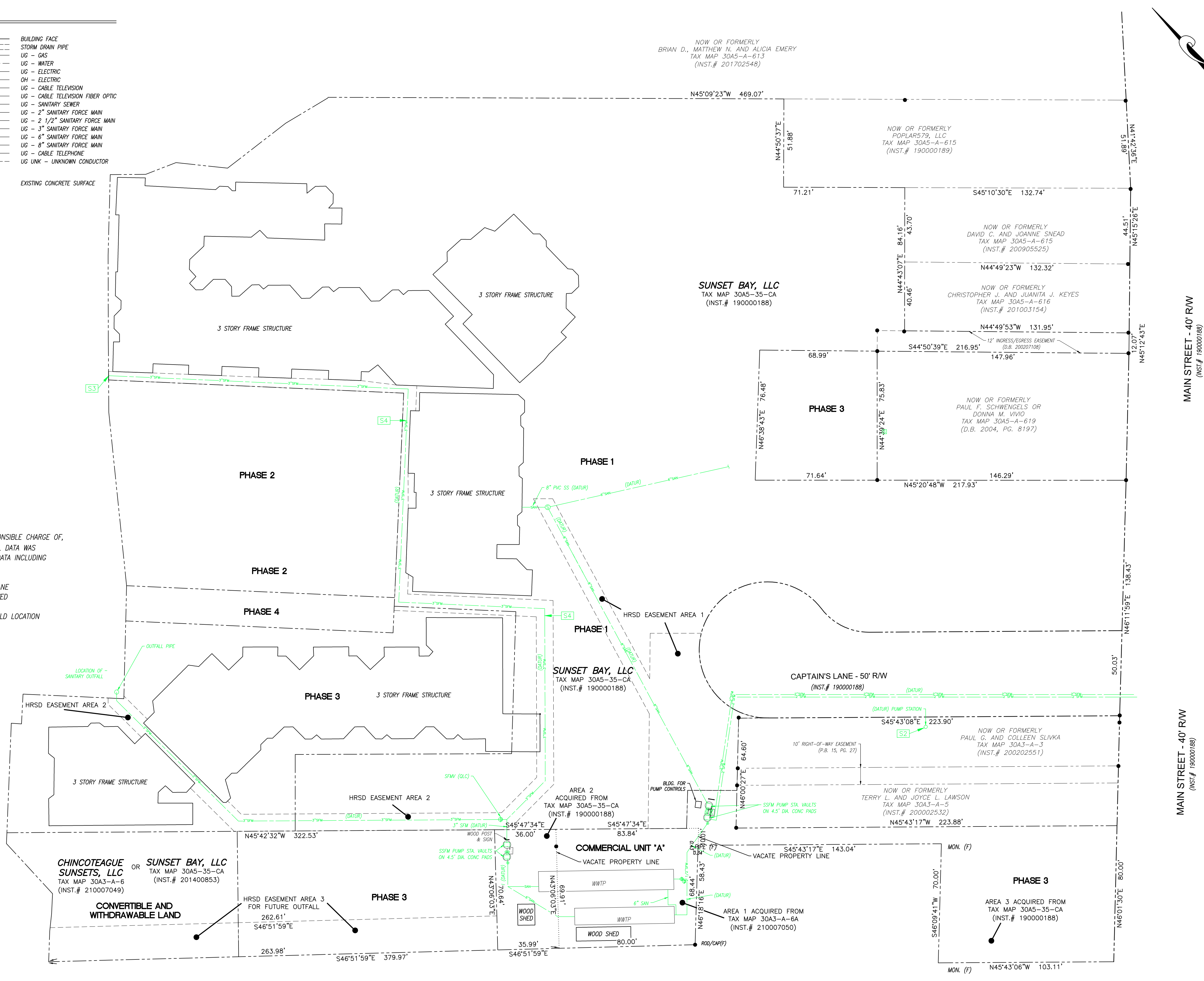
TOPOGRAPHIC SURVEY LEGEND

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

<ul style="list-style-type: none"> DI - STORM DRAIN DROP INLET EDI - END OF INFORMATION FH - FIRE HYDRANT SCWO - SEWER CLEAN OUT WV - WATER VALVE WM - WATER METER PL - PROPERTY LINE PIN FOUND EJB - ELECTRIC JUNCTION BOX EM - ELECTRIC METER FL - FLOOD LIGHT L/P - LIGHT POLE P/P - POWER POLE/UTILITY POLE GW - GUY WIRE SFMV - SEWER FORCE MAIN VALVE SSMH - SEWER MANHOLE SDMH - STORM DRAIN MANHOLE INDICATES STORM PIPE THAT WAS UNABLE TO DETERMINE END OF PIPE LOCATION DNOTES SEE "UTILITY DESIGNATION NOTES" 	<ul style="list-style-type: none"> 8" CONC. SD 6" CONC. SD 4" CONC. SD 3" SAN 2" SAN 2 1/2" SFM 3" SFM 6" SAN 8" SAN UNK - UNK 	<ul style="list-style-type: none"> BUILDING FACE SD - STORM DRAIN PIPE UG - GAS UG - WATER UG - ELECTRIC OH - ELECTRIC UG - CABLE TELEVISION UG - CABLE TELEVISION FIBER OPTIC UG - SANITARY SEWER UG - 2" SANITARY FORCE MAIN UG - 2 1/2" SANITARY FORCE MAIN UG - 3" SANITARY FORCE MAIN UG - 6" SANITARY FORCE MAIN UG - 8" SANITARY FORCE MAIN UG - CABLE TELEPHONE UG UNK - UNKNOWN CONDUCTOR
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- BLDG. - BUILDING
- CMP - CORRUGATED METAL PIPE
- CONC. - CONCRETE
- DIA. - DIAMETER
- DI - STORM DRAIN DROP INLET
- TRANS. - TRANSFORMER
- EJB - ELECTRIC JUNCTION BOX
- ELEC. - ELECTRIC
- SD - STORM DRAIN
- STA. - STATION
- CONC. - CONCRETE
- CMP - CORRUGATED METAL PIPE
- CPP - CORRUGATED PLASTIC PIPE
- OH - OVERHEAD
- P.B. - PLAT BOOK
- PG. - PAGE
- PVC - POLYVINYL CHLORIDE
- INSTR. - INSTRUMENT
- UNK - UNKNOWN
- UG - UNDERGROUND
- W/ - WITH

- NOTES:**
1. THIS LIMITED LOCATION SURVEY WAS COMPLETED UNDER THE DIRECT AND RESPONSIBLE CHARGE OF, MARK A. HASKETT, L.S. #1728 FROM AN ACTUAL GROUND SURVEY. THE ORIGINAL DATA WAS OBTAINED DURING MAY & JUNE, 2022, AND THIS MAP OR DIGITAL GEOSPATIAL DATA INCLUDING METADATA MEETS MINIMUM ACCURACY STANDARDS UNLESS OTHERWISE NOTED.
 2. THE MERIDIAN SOURCE FOR THIS SURVEY IS BASED ON THE VIRGINIA STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NAD 1983. ALL LOCATIONS ARE GPS DERIVED
 3. BUILDINGS SHOWN HEREON ARE APPROXIMATE ONLY AND BASED ON LIMITED FIELD LOCATION AND PLANS RECORDED IN INSTRUMENT #190000188
 4. CAPTAIN'S LANE IS MAINTAINED PRIVATELY PER INSTRUMENT #190000188.



NOW OR FORMERLY
BRIAN D., MATTHEW N. AND ALICIA EMERY
TAX MAP 30A5-A-613
(INST.# 201702548)

NOW OR FORMERLY
POPLARS79, LLC
TAX MAP 30A5-A-615
(INST.# 190000189)

NOW OR FORMERLY
DAVID C. AND JOANNE SNEAD
TAX MAP 30A5-A-615
(INST.# 200905525)

NOW OR FORMERLY
CHRISTOPHER J. AND JUANITA J. KEYES
TAX MAP 30A5-A-616
(INST.# 201003154)

NOW OR FORMERLY
PAUL F. SCHWENGELS OR
DONNA M. VIVIO
TAX MAP 30A5-A-619
(D.B. 2004, PG. 8197)

SUNSET BAY, LLC
TAX MAP 30A5-35-CA
(INST.# 190000188)

SUNSET BAY, LLC
TAX MAP 30A5-35-CA
(INST.# 190000188)

CAPTAIN'S LANE - 50' RW
(INST.# 190000188)

NOW OR FORMERLY
PAUL G. AND COLLEEN SLIVKA
TAX MAP 30A3-A-3
(INST.# 200202551)

NOW OR FORMERLY
TERRY L. AND JOYCE L. LAWSON
TAX MAP 30A3-A-5
(INST.# 200002532)

CHINCOTEAGUE
SUNSETS, LLC
TAX MAP 30A3-A-6
(INST.# 210007049)

SUNSET BAY, LLC
TAX MAP 30A5-35-CA
(INST.# 201400853)

COMMERCIAL UNIT 'A'
VACATE PROPERTY LINE

AREA 1 ACQUIRED FROM
TAX MAP 30A3-A-6A
(INST.# 210007050)

PHASE 3
AREA 3 ACQUIRED FROM
TAX MAP 30A5-35-CA
(INST.# 190000188)

NOW OR FORMERLY
UNITED STATES OF AMERICA
TAX MAP 30A3-A-9

MAIN STREET - 40' RW
(INST.# 190000188)

MAIN STREET - 40' RW
(INST.# 190000188)

PRELIMINARY

AGENDA ITEM 5. – December 20, 2022

Subject: Boat Harbor Treatment Plant Pump Station Conversion Site Improvements
Additional Appropriation, Contract Award (>\$200,000), Task Order (>\$200,000)

Recommended Actions:

- a. Appropriate additional funding in the amount of \$1,085,801.
- b. Award a contract to Allan Myers VA, Inc. in the amount of \$5,307,777.
- c. Approve a task order with Rummel, Klepper & Kahl, LLP (RK&K) in the amount of \$211,857.

CIP Project: BH015701**Regulatory Requirement:** Integrated Plan – SWIFT

Budget	\$5,230,000
Previous Expenditures and Encumbrances	(\$0)
Available Balance	\$5,230,000
Proposed Contract Award to Allan Myers VA, Inc.	(\$5,307,777)
Proposed Task Order to RK&K	(\$211,857)
Proposed Contingency	(\$796,167)
Project Shortage/Requested Additional Funding	(\$1,085,801)
Revised Total Project Authorized Funding	\$6,315,801

Contract Status with Task Orders:	Amount
Original Contract with RK&K	\$0
Total Value of Previous Task Orders	\$0
Requested Task Order	\$211,857
Total Value of All Task Orders	\$211,857
Revised Contract Value	\$211,857
Engineering Services as % of Construction	4%

Type of Procurement: Competitive Bid

In accordance with HRSD's competitive sealed bidding procedures, the Engineering Department advertised and solicited bids directly from potential bidders. The project was advertised on October 25, 2022, and four (4) bids were received on November 30, 2022. The bids received are listed below:

Bidder	Bid Amount
Allan Myers VA, Inc.	\$5,307,777
BHTP Site Improvements Constructors LLC	\$5,572,777
CTN Enterprises, Inc.*	\$7,371,987
Kiewit Infrastructure South Co.	\$7,381,550

Engineer Estimate: \$5,488,945

*The bid submitted by CTN Enterprises, Inc. was entered as \$285,772,697,541.94 and HRSD corrected the bid amount based on the Unit Price.

The design engineer, RK&K, evaluated the bids based upon the requirements in the invitation for bid and recommends award to the lowest responsive and responsible bidder Allan Myers VA, Inc. in the amount of \$5,307,777.

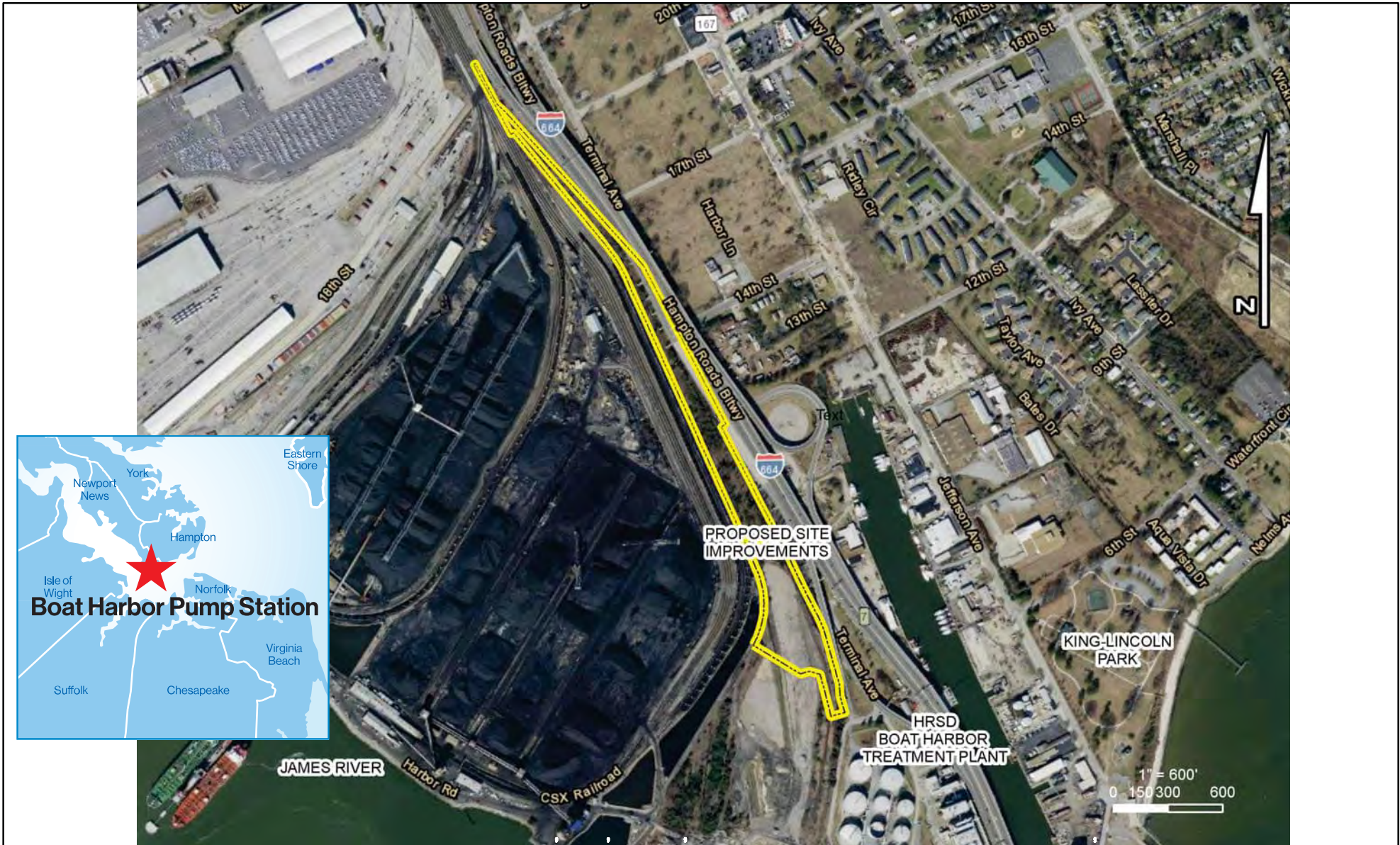
Project Description: This project includes construction of site improvements to the proposed Boat Harbor Pump Station site and other adjacent areas as needed to meet the agreement with the adjacent landowner. The project will include site clearing, rough grading, removal of excess site spoils, construction entrances, stone stabilization and associated erosion and sediment control measures to ready the site for future pump station construction and laydown yard. The attached [map](#) depicts the project location.

Project Justification: This work is proposed in advance of pump station construction to reduce potential project schedule risks. This work was originally part of the larger design effort and will facilitate coordination with the adjacent landowner by providing another access point to the site and will provide space that may be used for laydown and storage for the subsequent Boat Harbor Treatment Plant Pump Station Conversion (BH15700) and Boat Harbor Treatment Plant Transmission Force Main Section 1 – Subaqueous Portion (BH015710) projects.

Contract Description and Analysis of Cost: This contract is for an agreement for construction of the site improvements as defined in the contract documents. The contract will include lump sum and unit price items. It is intended that unit pricing will be used to adjust payments for the actual quantities of non-contaminated versus contaminated soil removed and for payment of actual quantities of site clearing performed. Since the initial appropriation, the scope of work, including volume of excavation and number of site entrances, was increased as a result of design refinements related to adjacent landowner coordination and to better prepare the site for the subsequent full-scale construction. The cost for this additional scope requires an additional appropriation and includes a contingency of approximately 15 percent of the total contract value to accommodate potential unforeseen subsurface conditions that may be encountered in a project of this nature.

Task Order Description and Analysis of Cost: This task order will provide construction administration and inspection services and will be issued as an Amendment to an existing Professional Services Agreement with RK&K. The cost for this task order is based on an estimate of labor hours and direct costs required to execute the negotiated scope of work. The total hours budgeted are appropriate for the proposed services. The lump sum fee for construction administration services is 1.5 percent of the construction cost and time and materials budget for construction inspection services is 2.5 percent of the construction cost. These fees are in agreement with work done by other firms for projects of similar size and complexity.

<u>Schedule:</u>	Construction	January 2023
	Project Completion	May 2023



Boat Harbor Treatment Plant Pump Station Conversion Site Improvements

CIP BH015701

December 2022



AGENDA ITEM 6. – December 20, 2022

Subject: Eastern Shore Infrastructure Improvements – Transmission Force Main Phase I
Additional Appropriation, Contract Change Order (>\$25%), Task Order (>\$200,000)

Recommended Actions:

- a. Appropriate additional funding in the amount of \$6,397,013.
- b. Approve a change order to the contract with Garney Companies, Inc. in the amount of \$6,007,946.
- c. Approve a task order with HDR, Inc. in the amount of \$280,523.

CIP Project: ES010100**Regulatory Requirement:** None

Budget	\$26,517,651
Previous Expenditures and Encumbrances	(\$25,441,994)
Available Balance	\$1,075,657
Proposed Change Order No. 3 to Garney Companies, Inc.	(\$6,007,946)
Proposed Task Order to HDR, Inc.	(\$280,523)
Proposed Contingency	(\$1,184,201)
Project Shortage/Requested Additional Funding	(\$6,397,013)
Revised Total Project Authorized Funding	\$32,914,664

Contract Status with Change Orders:	Amount	Cumulative % of Contract
Original Contract for Garney Companies, Inc.	\$22,961,728	
Total Value of Previous Change Orders	\$0	0%
Requested Change Order	\$6,007,946	
Total Value of All Change Orders	\$6,007,946	26%
Revised Contract Value	\$28,969,674	

Time (Additional Calendar Days)	365
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Contract Status with Task Orders:	Amount
Original Contract with HDR, Inc.	\$91,500
Total Value of Previous Task Orders	\$294,829
Requested Task Order	\$280,523
Total Value of All Task Orders	\$575,352
Revised Contract Value	\$666,852
Engineering Services as % of Design-Build Contract	2%

Project Description: This project is a Design-Build project with Garney Companies, Inc. who have teamed up with the engineering firm of AECOM Technical Services to install 20 miles of 4-inch, 6-inch, 10-inch and 12-inch pipeline for 20 miles along the Railway right-of-way and along Wachapreague Road all on the Eastern Shore of Virginia, in Northampton and Accomack Counties. The project will also be constructing three wastewater pumping stations in the Towns of Nassawadox, Exmore, and Onancock.

Project Justification: This project will provide service to the Eastern Shore for the Towns of Nassawadox, Exmore, Accomac and will serve the County Courthouse Complex for Accomack. The pipelines will primarily be located in the Railway right-of-way. The [map](#) depicts the project location.

Change Order Description and Analysis of Cost: This change order includes the following additional scope items:

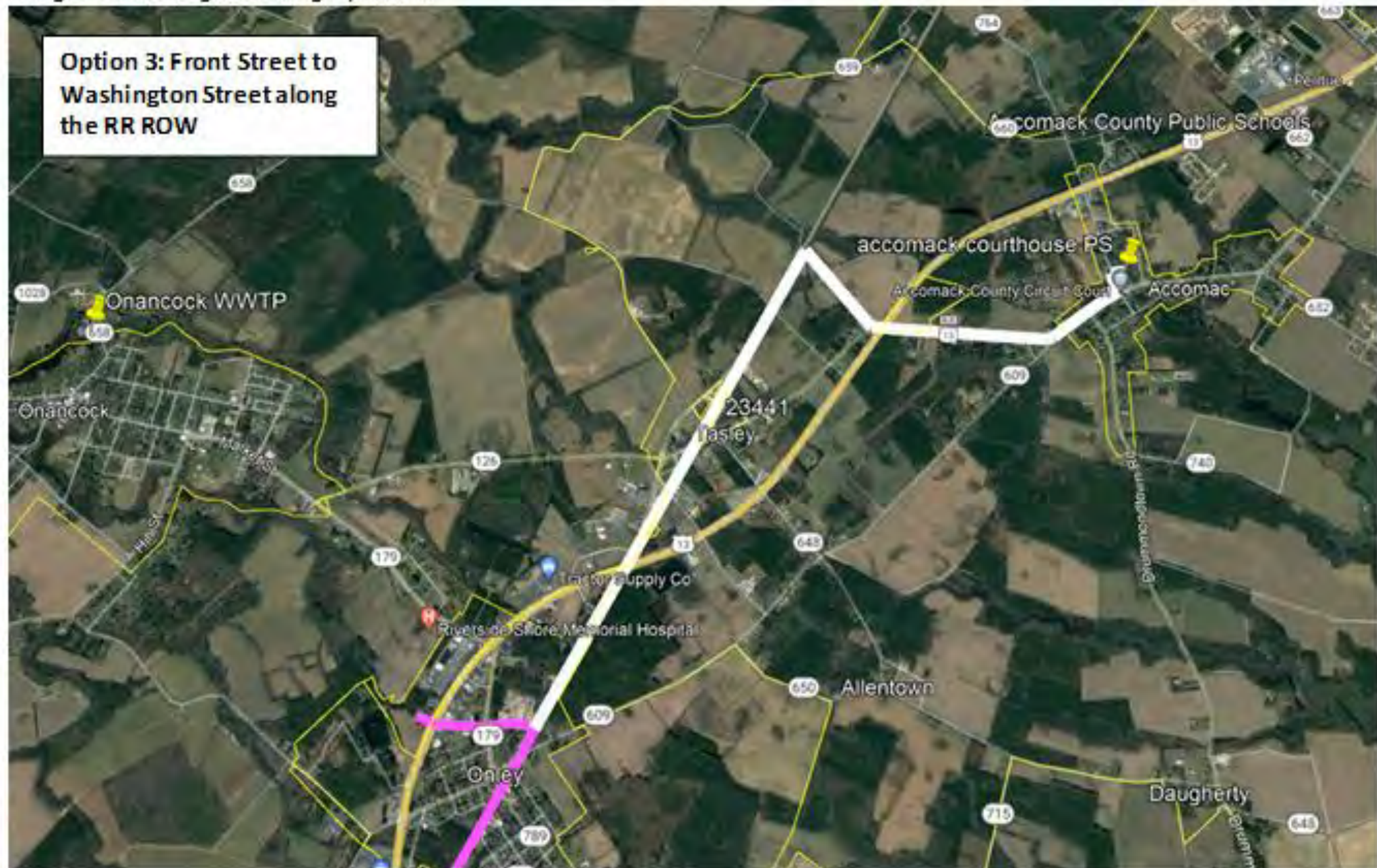
1. Additional gravity sewer repairs (\$300,000),
2. Provide Phase I Environmental Assessments on six wastewater pumping stations. HRSD will be assuming maintenance and ownership of these stations (\$14,000),
3. Survey and Closed-Circuit Television Inspection (CCTV) of approximately 8,000 linear feet (LF) of 12-inch gravity sewer (\$86,171),
4. Installation of an additional eight automatic air release valves (\$46,895),
5. Furnish and install explosion-proof panel boxes at three pumping stations (\$60,880), and
6. Installation of a Force Main (FM) to serve the Town of Accomac. This FM will service the Accomack County Administrative Offices with the install approximately 20,600 LF of pipeline. The pipeline will be installed along Front Street in the Town of Accomac and then extend into the Railway right-of-way and will connect to an existing force main in the Town of Onley (\$5,500,000).

Note: There was an extensive review of the scope and cost by HRSD for this change order to serve the Town of Accomac, and the additional funding for all other costs associated with the additional work being performed under the current phase of the contract.

Task Order Description and Analysis of Cost: This task order will provide additional engineering support for the project. This amendment is for review of all documents for the project and to meet the requirements of the Virginia Clean Water Revolving Loan Fund (VCWRLF) requirements from the VDEQ. This task order will also provide professional services to assist with the Towns of Accomac and Wachapreague. This cost is approximately 2 percent of the total construction cost.

<u>Schedule:</u>	Construction	May 2022
	Project Completion	June 2024

Google Earth image showing Option 3:



AGENDA ITEM 7. – December 20, 2022

Subject: Small Communities Rehabilitation Phase IV and West Point PS No. 4 Rehabilitation
Additional Appropriation, Contract Award (>\$200,000), Task Order (>200,000)

Recommended Actions:

- a. Appropriate additional funding in the amount of \$1,295,814 for CIP Project MP014700.
- b. Appropriate additional funding in the amount of \$1,081,229 for CIP Project MP015100.
- c. Award a contract to J Sanders Construction Company in the amount of \$2,898,470 (\$1,541,770 for MP014700 and \$1,356,700 for MP015100).
- d. Approve a task order with Rummel, Klepper and Kahl, LLP (RK&K) in the amount of \$464,668 (\$259,421 for MP014700 and \$205,247 for MP015100).

CIP Project: MP014700 and MP015100

Regulatory Requirements: None

CIP Project: MP014700

Budget	\$816,260
Previous Expenditures and Encumbrances	(\$230,883)
Available Balance	\$585,377
Proposed Contract Award to J. Sanders Construction Company	(\$1,541,770)
Requested Task Order to RK&K	(\$259,421)
Proposed Contingency	(\$80,000)
Project Shortage/Requested Additional Funding	\$1,295,814
Revised Total Project Authorized Funding	\$2,112,074

CIP Project: MP015100

Budget	\$890,400
Previous Expenditures and Encumbrances	(\$239,682)
Available Balance	\$650,718
Proposed Contract Award to J. Sanders Construction Company	(\$1,356,700)
Requested Task Order to RK&K	(\$205,247)
Owner Furnished Equipment (Budgetary Quote)	(\$100,000)
Proposed Contingency	(\$70,000)
Project Shortage/Requested Additional Funding	\$1,081,229
Revised Total Project Authorized Funding	\$1,971,629

CIP Project: MP014700

Contract Status with Task Orders:	Amount
Original Contract with Engineer	\$60,178
Total Value of Previous Task Orders	\$170,704
Requested Task Order	\$259,421
Total Value of All Task Orders	\$430,125
Revised Contract Value	\$490,303
Engineering Services as % of Construction	31.8%

CIP Project: MP015100

Contract Status with Task Orders:	Amount
Original Contract with Engineer	\$71,334
Total Value of Previous Task Orders	\$161,132
Requested Task Order	\$205,247
Total Value of All Task Orders	\$366,379
Revised Contract Value	\$437,713
Engineering Services as % of Construction	32.3%

Type of Procurement: Competitive Bid

In accordance with HRSD's competitive sealed bidding procedures, the Engineering Department advertised and solicited bids directly from potential bidders. The project was advertised on October 7, 2022, and 4 bids were received on November 15, 2022. The bids received are listed below:

Bidder	Bid Amount
J Sanders Construction Company	\$2,898,470
Shaw Construction Corporation	\$2,996,989
Tidewater Utility Construction, Inc.	\$3,729,652
Walter C Via Enterprises	\$3,952,582

HRSD/Engineer Estimate: \$3,316,284.13

The design engineer, RK&K, LLP, evaluated the bids based upon the requirements in the invitation for bid and recommends award to the lowest responsive and responsible bidder, J Sanders Construction Company, in the amount of \$2,898,470.

Project Description: The Small Communities Rehabilitation Phase IV project will consist of rehabilitation or replacement of approximately 2,500 linear feet of small diameter gravity main and associated laterals and manholes within the Towns of Urbanna and West Point.

The West Point PS No. 4 Rehabilitation project consists of the installation of a new large wet well, influent saddle manhole and rehabilitation of the pump station to include new pumps, controls and metering as well as site beautification. The attached [maps](#) depict the project locations.

Project Justification: The Small Communities Rehabilitation Phase IV project is necessary due to CCTV condition assessment showing multiple defects within the gravity main in Virginia Street and other select locations in West Point. These defects include materials such as PVC truss pipe and reverse flow conditions that will lead to premature failure. Virginia Street is a primary vehicular and pedestrian corridor for the Town of Urbanna and a failure would cause a major disruption. The project

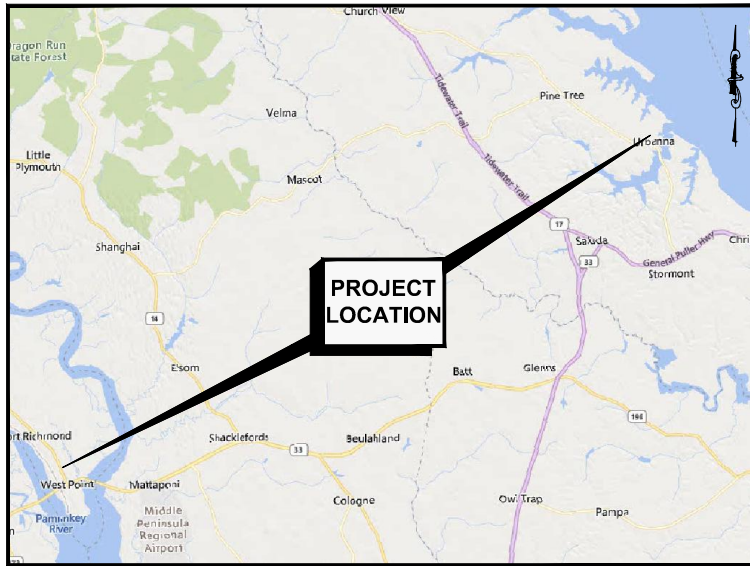
will primarily consist of non-intrusive trenchless rehabilitation. Small-scale point repairs and manhole installations will be utilized to minimize public disruption.

The West Point PS No. 4 Rehabilitation project is required due to the station controls and associated appurtenances being original to the pump station as installed in the 1940's and having gone beyond the end of their useful life. The wet well was installed too shallow with the original pump station construction creating continuous surcharging conditions in the upstream collection system. This condition creates system capacity limitations and causes ragging and cavitation conditions at the pump station. This project will allow for the installation of an influent side manhole to be installed on HRSD property.

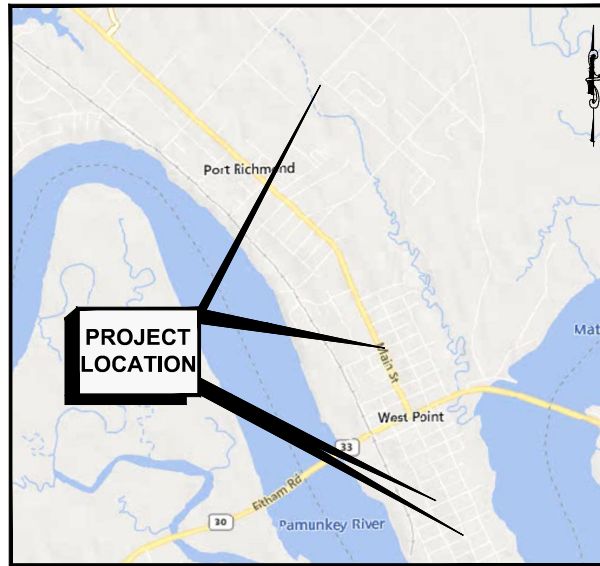
Task Order Description and Analysis of Cost: This task order will provide the required construction administration and inspection services for the subject project. A fee of \$464,668 was negotiated with RK&K, LLP, and is 16% of the construction cost. Of this proposed fee, \$259,421 is allocated for MP014700 and \$205,247 is allocated for MP015100. The fee proposal is comparable to other projects of similar size and complexity.

Funding Description: The original CIP project estimates for these projects did not foresee the current market conditions as they relate to inflation, labor shortages and long lead times for materials. This request includes a 5.2% contingency for each project to accommodate any unforeseen conditions. Additional appropriation is being requested for construction contract award and construction administration and inspection services. The amount for this work exceeds the balance available for MP014700 by \$1,295,814 and for MP015100 by \$1,081,29.

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



VICINITY MAP
SCALE= 1" = 10,000'

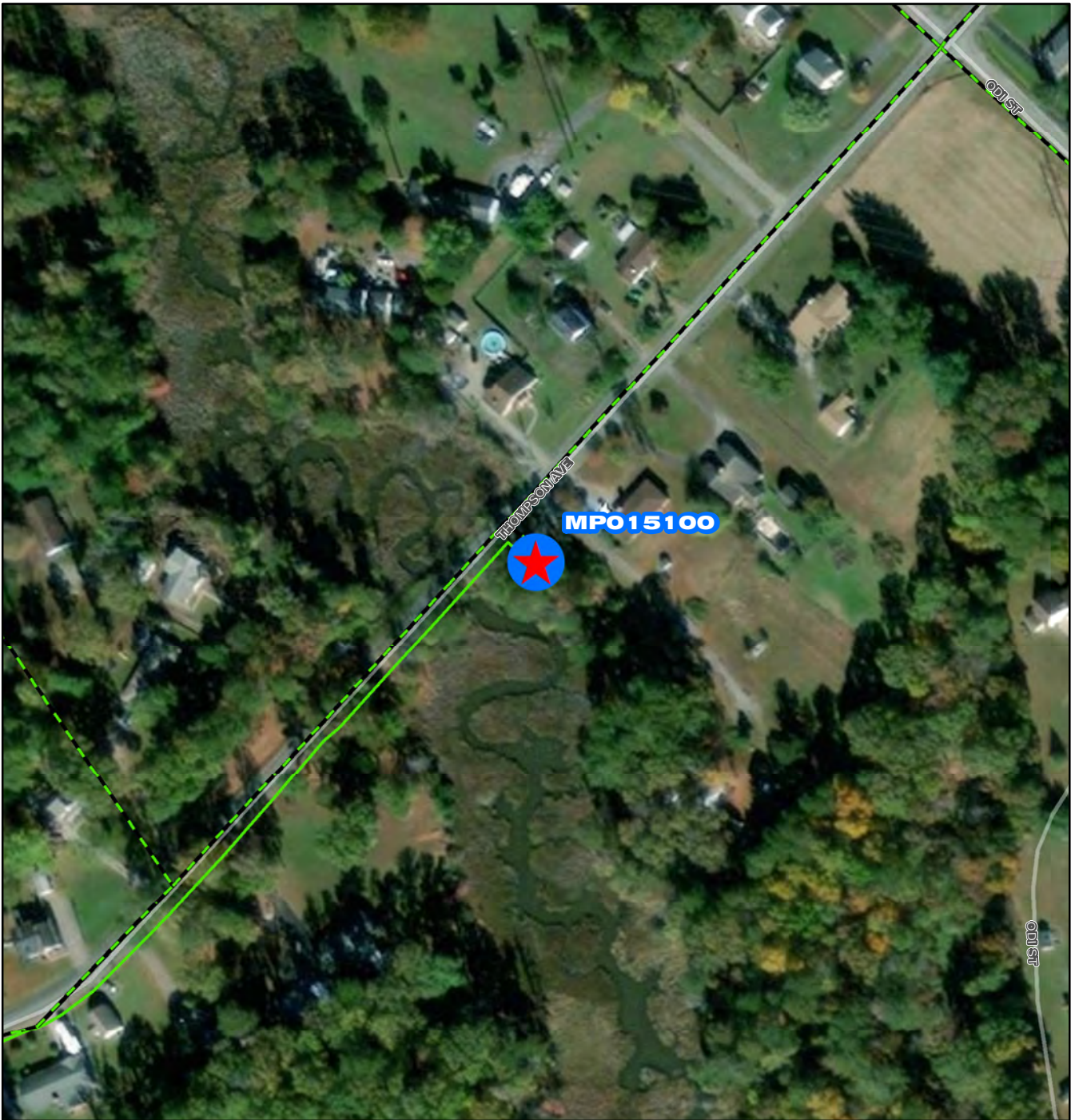


LOCATION MAP - WEST POINT
SCALE= 1" = 2000'



LOCATION MAP - URBANNA
SCALE= 1" = 2000'



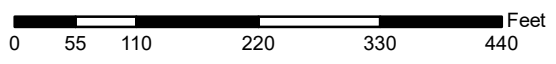


MPO15100

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

Legend

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



MPO15100

West Point Pump Station 4 (Thompson Avenue) Rehabilitation

CIP Location

AGENDA ITEM 8. – December 20, 2022

Subject: Surry Hydraulic Improvements and Interceptor Force Main
Reduction in Appropriation

Recommended Action: Reduce the additional appropriation in the amount of \$10,703,277.

CIP Project: SU010200

Regulatory Requirement: None

Budget	\$55,216,883
Reduction in Additional Funding	(\$10,703,277)
Revised Total Project Authorized Funding	\$44,513,606

Project Description: This project will include the design and construction of four new pump stations; replacement of three existing pump stations and upgrades of two existing pump stations in addition to electrical, instrumentation and controls, a generator at each new pump station, an equalization tank, approximately 169,200 linear feet of force main ranging from 4-inch to 10-inch in diameter; and the closure of both of the Surry County and Town of Surry Wastewater Treatment Plants (WWTPs). Flow will be conveyed to the existing HRSD infrastructure in the Town of Smithfield and ultimately to the Nansemond Treatment Plant.

A change order and agreement were approved at the November 22, 2022 Commission Meeting and were mistakenly charged to SU010200 and should have been charged to CIP project SU010400 for Surry Force Main and Pump Station Dominion Power Extension. The recommended action to reduce the additional appropriation for SU010200 corrects the error.

AGENDA ITEM 9. – December 20, 2022

Subject: Surry Force Main and Pump Station – Dominion Power Extension
Additional Appropriation

Recommended Action: Appropriate additional funding in the amount of \$2,778,937.

CIP Project: SU010400

Regulatory Requirement: None

Budget	\$8,000,000
Previous Expenditures and Encumbrances	(\$75,660)
Available Balance	<u>\$7,924,340</u>
Funding for Previously Approved Change Order	\$10,703,277
Project Shortage/Requested Additional Funding	(\$2,778,937)
Revised Total Project Authorized Funding	<u><u>\$10,778,937</u></u>

Project Description: This project will provide for the design and construction of approximately seven miles of a 6-inch diameter force main and one pump station extending from the Surry Nuclear Power Plant to HRSD's Mount Ray Pump Station. The force main and pump station will allow Dominion Energy Virginia to close their existing Wastewater Treatment Plant at the Surry Nuclear Power Plant.

At the November 22, 2022 Commission meeting, an agreement and change order were approved and mistakenly charged to SU010200 and should have been charged to this CIP project SU010400 for Surry Force Main and Pump Station Dominion Power Extension.

The [Cost Sharing Agreement](#) between HRSD and Dominion Energy Virginia details the reimbursement structure for this project. Dominion Energy will reimburse HRSD for the proposed design and construction up to a limit of \$10,703,277.

The change order is for the design and construction of approximately seven miles of a 6-inch diameter force main and one pump station extending from the Surry Nuclear Power Plant to HRSD's Mount Ray Pump Station. The force main and pump station will allow Dominion Energy Virginia to close their existing Wastewater Treatment Plant at the Surry Nuclear Power Plant.

The amount for this work exceeds the balance available by \$2,778,937.

**HAMPTON ROADS SANITATION DISTRICT AND DOMINION ENERGY VIRGINIA
COST SHARING AGREEMENT
FOR
SURRY HYDRAULIC IMPROVEMENTS AND INTERCEPTOR FORCE MAIN –
DOMINION ENERGY EXTENSION
(part of SU010200)**

THIS COST SHARING DESIGN AND CONSTRUCTION AGREEMENT (“**Agreement**”), between VIRGINIA ELECTRIC AND POWER COMPANY d/b/a DOMINION ENERGY VIRGINIA (“**DOMINION**”) and HAMPTON ROADS SANITATION DISTRICT (“**HRSD**”), (each individually a “**Party**” and collectively, the “**Parties**”), is entered this _____ day of _____, 2022 (the “**Effective Date**”).

RECITALS

R:1. DOMINION is the owner of certain real property located in the County of Surry, Virginia, and commonly known as the Surry Power Station at 5570 Hog Island Road, Surry, Virginia 23883 (the “**Property**”), on which DOMINION owns a wastewater treatment plant (the “**Plant**”) that it desires to close. The new infrastructure, including the Hog Island Pump Station and wastewater force main (defined below), required to facilitate the closure of the Plant will be referred to as the Improvements (the “**Improvements**”).

R:2. The Parties desire to enter into this Agreement to provide for the design and construction of a new pump station (the “**Hog Island Pump Station**”) on the Property and associated wastewater force main to convey wastewater flow to the Mt. Ray Pump Station owned and operated by HRSD, and thereby allow for the closure of the Plant. This is further described in the report entitled “Final Preliminary Engineering Report, Dominion Energy Sewage Treatment Plant Pump Station and Force Main (SU010400)” dated February 2022 attached hereto as **Exhibit 1** and incorporated herein by reference (the “**Report**”).

R:3. Subject to Dominion’s obligations set forth herein, HRSD agrees to design and construct in accordance with the Report the following Improvements to be owned and operated by HRSD, (i) the Hog Island Pump Station on the Property; (ii) a new gravity sewer pipeline with associated manholes (the “**Gravity Alignment**”) on the Property; (iii) approximately 7 miles of a new wastewater force main from the new Hog Island Pump Station to the Mt. Ray Pump Station (the “**Force Main**”), located on the Property and any easements to be obtained by or on behalf of HRSD from multiple property owners; and (iv) a connection of the Force Main into a manhole at the Mt. Ray Pump Station more particularly shown on the map attached hereto as **Exhibit 2**.

R:4. The Parties have agreed to proceed with the construction of the Improvements as detailed in the Report using the Design-Build project delivery method.

R:5. The Parties further agree that the most cost efficient and expeditious manner to allow HRSD to manage the design and construction of the Improvements is to include it in the current design build contract that HRSD has for other improvements in Surry County known as Surry Hydraulic Improvements & Interceptor Force Main (the “**HRSD Surry Contract**”), managed by a team comprised of the following three firms: MEB GENERAL CONTRACTORS, INCORPORATED, RUMMEL, KLEPPER & KAHL, LLP, and TIMMONS GROUP (referred to herein collectively as the “**Design-Builder**”).

R:6 The Design-Builder has provided a cost proposal for the Improvements, which includes the cost of design, construction, permits, as well as easement acquisition services.

R.7 HRSD agrees to manage the design and construction of the Improvements.

R.8 Subject to the terms and conditions of this Agreement, Dominion agrees to reimburse HRSD for all costs associated with the design and construction of the Improvements.

TERMS

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

I. DESIGN AND CONSTRUCTION OF IMPROVEMENTS

- A. Upon the execution of this Agreement, HRSD and Design-Builder will execute a contract change order to include the Improvements in the HRSD Surry Contract. Execution of such change order shall be a condition precedent to Dominion’s obligation to make any payments hereunder.
- B. Management of the Project
 - 1. DOMINION shall not be involved in the management or day to day operations of the Improvements except as expressly set forth herein. HRSD will share with Dominion the monthly schedule progress updates received from Design-Builder. HRSD will invite Dominion to Design-Builder team meetings involving the Improvements.
 - 2. For the construction work on the Property, HRSD understands and agrees that such work must be performed by HRSD and Design-Builder in compliance with Dominion’s standards as reflected in Dominion Energy’s Nuclear Fleet Standard Design Process, Industry Standard, IP-ENG-001, Dominion Energy, Nuclear Fleet, Administrative Procedure SA-AA-106

and Dominion Energy, Nuclear Fleet, Guidance and Reference Document, Supplemental Personnel, MA-AA-1001, copies of which have been reviewed by HRSD and Design-Builder.

C. Payment for the Project

1. HRSD shall compensate Design-Builder for all the design and construction costs related to the Improvements.
2. Subject to the terms and conditions of this Agreement, DOMINION shall reimburse HRSD for all costs related to the Improvements pursuant to periodic invoices provided by HRSD; provided, however, in no event shall HRSD submit more than one (1) invoice in any calendar month. Each invoice shall include: (a) an itemization of specific work provided by HRSD and/or Design-Builder as set forth on the Schedule of Values attached as **Exhibit 3**; and (b) the dates of such work. Dominion shall reimburse HRSD within thirty (30) days of its receipt of such invoice.
3. Costs of Improvements¹
 - a. The fixed amount to be paid by Dominion to HRSD for performance of all work hereunder, including the installation of the Improvements, shall be \$8,233,277 (as such amount may be adjusted by Change Order, the “**Contract Price**”). The Contract Price shall be payable in portions corresponding to, and reimbursable upon completion of, the tasks set forth on the Schedule of Values.
 - b. Dominion acknowledges and agrees that the performance of HRSD’s obligations under this Agreement may require the expenditure by HRSD or Design Builder of amounts in excess of \$8,233,277. Accordingly, Dominion acknowledges and agrees that, subject to the approval of Dominion and HRSD, the Contract Price may be increased by an amount of up to \$2,470,000 (the “**Contingency**”) as a contingency for unforeseen changes, with any such increase to be evidenced by a change order.
 - c. The Contract Price (as it may be modified by a change order) includes the compensation to be paid by Dominion to HRSD for one hundred percent (100%) of the installation of the Improvements, including, without limitation:
 - i. Cost of design and construction

¹ Revisions to I.3 and I.4 intended to reflect Dominion’s selection of “Option 3” as proposed by HRSD.

- ii. Cost of approvals and permits
 - iii. Cost of construction administration and inspections
 - iv. Cost of any repair work for damage to existing infrastructure as a result of the construction
 - d. HRSD acknowledges and agrees that, in the event the performance of HRSD's obligations under this Agreement require the expenditure by HRSD or Design Builder of amounts in excess of \$10,693,277 (the "**Guaranteed Maximum Price**"), such additional amounts shall be entirely for HRSD's account and shall not permit HRSD to discontinue performance of the work hereunder.
- 4. Costs or delays associated with any change to the estimated cost of the Improvements shall be as follows:
 - a. HRSD shall be responsible for one hundred percent (100%) of all costs due to a change order requested by HRSD resulting from the acts or omissions of HRSD.
 - b. DOMINION shall be responsible for one hundred percent (100%) of all costs due to a change order requested by DOMINION resulting from the acts or omissions of DOMINION.
 - c. DOMINION shall be responsible for one hundred percent (100%) of all costs associated with changed field conditions on the Property (and, subject to Section 3.b, such costs shall be paid from the Contingency) until DOMINION's expenditures under this Agreement have equaled or exceeded the Guaranteed Maximum Price, in which case any such costs to be borne by HRSD.
 - d. DOMINION shall be responsible for one hundred percent (100%) of all costs associated with contaminated soil and groundwater on the Property (and, subject to Section 3.b, such costs shall be paid from the Contingency) until DOMINION's expenditures under this Agreement have equaled or exceeded the Guaranteed Maximum Price, in which case any such costs to be borne by HRSD.
 - e. DOMINION shall be responsible for one-hundred percent (100%) of all costs associated with unforeseen conditions within the public right-of-way or within any easements required for the Improvements other than easements located on the Property (and, subject to Section 3.b, such costs shall be paid from the Contingency) until DOMINION's

expenditures under this Agreement have equaled or exceeded the Guaranteed Maximum Price, in which case any such costs to be borne by HRSD.

5. Easement Acquisition

- a. The Contract Price includes the amount payable by Dominion to HRSD for all costs and expenses associated with easement acquisitions for the Improvements.
 - b. DOMINION will provide HRSD with a permanent easement on the Property for construction and operation of the new Hog Island Pump Station, Force Main, and Gravity Alignment in the form attached as **Exhibit 4**.
 - c. HRSD shall be responsible for acquiring all other easements.
- D. Operation and Maintenance of the Pump Station - HRSD shall, at its own cost, own and be responsible for the operation and maintenance of the Hog Island Pump Station, Force Main and Gravity Alignment during and after construction.

E. Schedule; Termination;²

1. The Design- Builder shall complete the Improvements in accordance with the Schedule provided by the Design-Builder and attached hereto as **Exhibit 5** (the “**Schedule**”), and HRSD shall enforce the terms of the HRSD Surry Contract that relate to completion of the Improvements in accordance with the Schedule.
 - a. Dominion and HRSD agree that it would be extremely difficult to determine precisely the amount of actual damages that would be suffered by Dominion due to deficiencies in HRSD’s installation of the Improvements, but that liquidated damages set forth herein (“**Liquidated Damages**”) are a fair and reasonable determination of the amount of actual damages that would be suffered by Dominion, and that these Liquidated Damages and other amounts do not constitute a penalty. HRSD hereby waives any defense or right to contest the validity of these Liquidated Damages on the grounds that they are void as penalties or are not reasonably related to actual damages. HRSD acknowledges that if completion of the Improvements has not occurred on or before July 1, 2025 (as such date may be adjusted by Change Order, the “Required Completion Date”), Dominion will suffer damages, but such damages are extremely difficult to determine precisely. HRSD specifically agrees that, if completion of the

² Revisions include HRSD proposed \$975/day liquidated damages.

Improvements has not occurred on or before August 1, 2025, HRSD shall be liable for Liquidated Damages per day until completion of the Improvements, equal to \$975 dollars per day.

2. This Agreement may be terminated by (i) DOMINION or HRSD, with cause in the event that the other party materially breaches this Agreement and such breach is not cured within sixty (60) days of the defaulting party's receipt of written notice of such breach from the non-defaulting party; (ii) DOMINION, if the Required Completion Date has not occurred within one hundred eighty (180) days after the Required Completion Date, or (iii) by mutual agreement of the DOMINION and HRSD. Anything herein or elsewhere to the contrary notwithstanding, any such termination of this Agreement shall not relieve DOMINION of its obligation to pay all of the costs of Improvements incurred prior to effective date of the termination, whether or not those amounts are due and payable as of the termination date.

F. Miscellaneous

1. Right of Entry: HRSD personnel, representatives, contractors, sub-contractors, consultants, and agents shall have the right to access the Property for the purpose of the design and construction of the Improvements, provided such work does not materially interfere with DOMINION'S ability to operate its business thereon and provided that all such entrants comply with all applicable laws and with all of Dominion's regulations and requirements (including, without limitation, background checks). HRSD shall notify DOMINION staff a minimum of 48-hours prior to commencing any such entry.
2. Operations and Maintenance Responsibilities: Following the startup of the Improvements, DOMINION agrees to comply with HRSD's Industrial Wastewater Discharge Regulations to the extent they later become applicable to the Surry nuclear power station and any other future permit requirements set forth by HRSD, in each case to the extent such future permit requirements arise solely from Dominion's operation of the Surry nuclear power station in ways that fail to comply with the current permits therefor. HRSD acknowledges that existing permits for the discharge of sanitary wastewater allow for the discharge from the power station to the Improvements of more than 100,000 gallons of sanitary wastewater per day.

- G. Warranty.³ HRSD represents and warrants that the Improvements will: (i) strictly conform to the description and specifications contained in this Agreement and the Report; (ii) be free from defects in workmanship, materials and design for one (1)

³ Revisions reflect HRSD proposed one-year warranty.

year from the date of completion of the Improvements; and (iii) be new. No surplus, rebuilt, reconditioned, or used material or equipment will be provided pursuant to this Agreement. Upon receipt of written notice from Dominion of a warranty claim, HRSD shall, if required by Dominion, at HRSD's sole expense, promptly repair, reperform, correct, or replace as determined by Dominion, all portions of the Improvements that fail to conform to these warranties, including without limitation the removal of any non-conforming Improvements. HRSD shall reimburse Dominion for any costs incurred by Dominion incidental to such repair, reperformance, correction, or replacement. If HRSD fails within a reasonable time, or refuses, to repair, replace, correct, reperform, or remove the Improvements as required by Dominion, Dominion may, in its sole discretion, repair, replace, correct, reperform, or remove any Improvements, retain a third party to repair, replace, correct, reperform, or remove any Improvements, or take other reasonable remedial action, and in such event, HRSD shall promptly refund to Dominion the portion of the Contract Price paid to HRSD for the milestone or milestones which incorporated the defective Improvements. Any repair, replacement, correction, or reperformance made pursuant to this Agreement will be warranted for the later of: (i) one (1) year after completion of such repair, replacement, correction, or reperformance, or (ii) the end of the original warranty period.

H. Insurance.⁴

1. During the term of this Agreement, HRSD shall cause Design-Builder to obtain and maintain the policies of insurance set forth in **Exhibit 7**, incorporated by this reference, with responsible insurance carriers having a Best's Insurance Reports rate of "A-" or better and a financial size category of "IX" or higher or otherwise acceptable to Dominion. Payment of all insurance costs, deductible amounts, and/or self-insured retentions shall be Design-Builder's sole responsibility. Design-Builder shall also require each of its subcontractors to obtain and maintain insurance consistent with and covering the risks and perils for which provision is made in this Section I.H or ensure that its subcontractors are covered under Design-Builder's insurance policies. HRSD shall cause Design-Builder and its subcontractors to name Dominion as an additional insured on all such insurance policies. HRSD shall cause Design-Builder and its subcontractors to waive and shall cause its insurers to waive all rights against Dominion and its Affiliates, and

⁴ Revisions based on Dominion review of HRSD-supplied insurance certificate; amounts in Exhibit 7 have been tailored to reflect HRSD's insurance certificate (and that insurance is provided by Design-Builder). Please also ask Design-Builder to answer the following questions:

- Does the Builders Risk coverage have a limit of \$100,000? Or is it the reinstatement value of the work being performed?
- There is mention of an excess liability policy for \$9M. Is that sitting above the CGL and Umbrella, giving them \$2M + \$15M + \$9M = \$26M ?
- Does the Professional/Pollution cover both sudden/accidental AND gradual?

their directors, officers, and employees, whether in contract or tort (including negligence and strict liability) for recovery of losses or damages to the extent these losses or damages are covered by the insurance required by this Agreement. The insurance required by this Agreement will be amended to waive any rights by the insurer to subrogate against Dominion, its Affiliates, and their directors, officers, and employees.

I. Safety.

1. At any time when personnel of HRSD, Design-Builder, or any of its or their subcontractors is located on the Property, HRSD shall ensure that such personnel comply with Dominion’s safety program attached as **Exhibit 6**.
2. At any time when personnel of HRSD, Design-Builder, or any of its or their subcontractors is located on the Property, Dominion may issue a stop work directive (“**SWD**”) if: (a) there exists an actual or potential safety issue that is an imminent threat to persons or property or (b) a violation of any applicable laws or regulations has occurred or is reasonably likely to occur. The SWD shall be limited to stopping installation of the Improvements only to the extent reasonably necessary to prevent the circumstance giving rise to the SWD from becoming worse or threatening person(s) or property or violating any applicable law. Dominion shall permit HRSD to continue installation of the Improvements as needed to remedy the circumstance giving rise to the SWD and to continue installation of the Improvements not creating the circumstance giving rise to the SWD. Upon receipt of a SWD, HRSD and its subcontractors shall cease performance on any specified work to the extent stipulated by the SWD..

II. **NOTICES:** All notices required pursuant to the terms of this Agreement shall be deemed effective when delivered by hand-delivery, electronic mail, or certified mail, return receipt requested, postage prepaid, to DOMINION and to HRSD at the respective addresses shown below, or at such other addresses for such party as shall be specified by notice given hereunder:

Virginia Electric and Power Company	HRSD
c/o Jignesh Jain	c/o General Manager
5570 Hog Island Road	PO Box 5911
Surry, VA 23883	Virginia Beach, VA 23471
Email: jignesh.jain@dominionenergy.com	Email: jbernas@hrsd.com

With Copies to:

HRSD General Counsel:
Robyn Hansen, Attorney
Sands Anderson PC
263 McLaws Circle, Suite 205
Williamsburg, VA 23185
Email: Rhansen@sandsanderson.com

And

Dominion General Counsel:
Dominion Energy Services, Inc.
120 Tredegar Street
Richmond, VA 23219
Attention: Peter A. Gambardella – Senior Counsel – Project Acquisition,
Development and Construction
Email: peter.a.gambardella@dominionenergy.com

- III. **ENTIRE AGREEMENT:** This Agreement, and any exhibits or attachments made hereto, represent the full agreement and understanding of the Parties hereto, there being no additional agreements written, oral or otherwise. This Agreement may be amended only by a writing signed by both Parties.
- IV. **AUTHORITY:** DOMINION and HRSD both warrant that they have permission and authority to execute and undertake this Agreement. This Agreement shall apply to, and be binding upon both Parties, their officers, Commissioners, agents, employees, successors, and assigns.
- V. **COMPLIANCE WITH LAW:** Each Party warrants that it has complied with all aspects of applicable federal, state, and local law in entering this Agreement and further warrants that it shall comply with all applicable federal, state, and local laws in the performance of this Agreement.
- VI. **NO VIOLATION:** The execution of this Agreement by the Parties will not violate any covenant, condition, or contract to which the Parties hereto are subject at the time of execution.
- VII. **GOVERNING LAW; VENUE:** This Agreement shall be deemed to be a Virginia Contract and shall be governed as to all matters whether of validity, interpretations, obligations, performance or otherwise exclusively by the laws of the Commonwealth of Virginia, and all questions arising with respect thereto shall be determined in accordance with such laws. Regardless of where actually delivered and accepted, this contract shall be deemed to have been delivered and accepted by the Parties in the Commonwealth of Virginia.
- VIII. **ENFORCEMENT:** The failure of either Party to enforce the terms of this Agreement shall not be considered a waiver as to the enforceability of such

terms. If any provision of this Agreement is found to be unenforceable, the remainder of this Agreement shall remain in full force and effect.

- IX. FORCE MAJEURE:** No Party shall be responsible for its failure to fulfill an obligation pursuant to this Agreement to the extent that such failure is due to acts of God; labor strikes; war or terrorism; epidemics/pandemics; the actions of a third party; the actions of another Party; lockouts; or other events not reasonably within the control of the Party claiming force majeure. A Party experiencing a force majeure event that prevents fulfillment of a material obligation hereunder shall (a) give the other Party prompt written notice describing the particulars of the event; (b) suspend performance only to the extent and for the duration that is reasonably required by the force majeure event; (c) use reasonable efforts to overcome or mitigate the effects of such occurrence; and (d) promptly resume performance of the affected obligation if and when such Party is able to do so.
- X. COUNTERPARTS:** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any Party whose signature appears thereon, and all of which shall together constitute one and the same instrument.
- XI. BINDING EFFECT:** This Agreement shall inure to the benefit of the Parties and shall, to the maximum extent permitted by law, be binding on the Parties and their successors and assigns.
- XII. RESERVATION:** Except as expressly provided herein, nothing in this Agreement shall be construed to limit or otherwise affect the authority, rights, or responsibilities of the Parties.
- XIII. CONFLICTS:** In the event of any conflict between this Agreement and the Report or any Exhibit hereto, the following order of precedence shall apply: (i) this Agreement; (ii) the Exhibits to this Agreement; and (iii) the Report.

[Signatures on following page(s)]

IN WITNESS WHEREOF, the Hampton Roads Sanitation District (HRSD) Commission has caused this Agreement to be signed on its behalf by its General Manager in accordance with authorization granted at its regular meeting held on _____, 2022.

HRSD:
HAMPTON ROADS SANITATION DISTRICT

By _____
Jay A. Bernas, P.E., General Manager

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

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by Jay A. Bernas, P.E., General Manager, Hampton Roads Sanitation District. He is personally known to me or provided _____ as identification.

Notary Public

Notary#: _____

My Commission expires: _____

IN WITNESS WHEREOF, DOMINION has caused this Agreement to be signed on its by the following:

DOMINION :
Virginia Electric and Power Company

By: _____
Name: _____
Title: _____

COMMONWEALTH OF VIRGINIA
CITY OF _____, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____, 2022 by _____ [Name], _____ [Title] of Virginia Electric and Power Company, on behalf of the company. He is personally known to me or provided _____ as identification.

Notary Public

Notary#: _____

My Commission expires: _____

Exhibit 1: Final Preliminary Engineering Report, Dominion Energy Sewage Treatment Plant Pump Station and Force Main (SU010400)” dated February 2022 and prepared for HRSD by RK&K

[See attached.]

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Exhibit 2

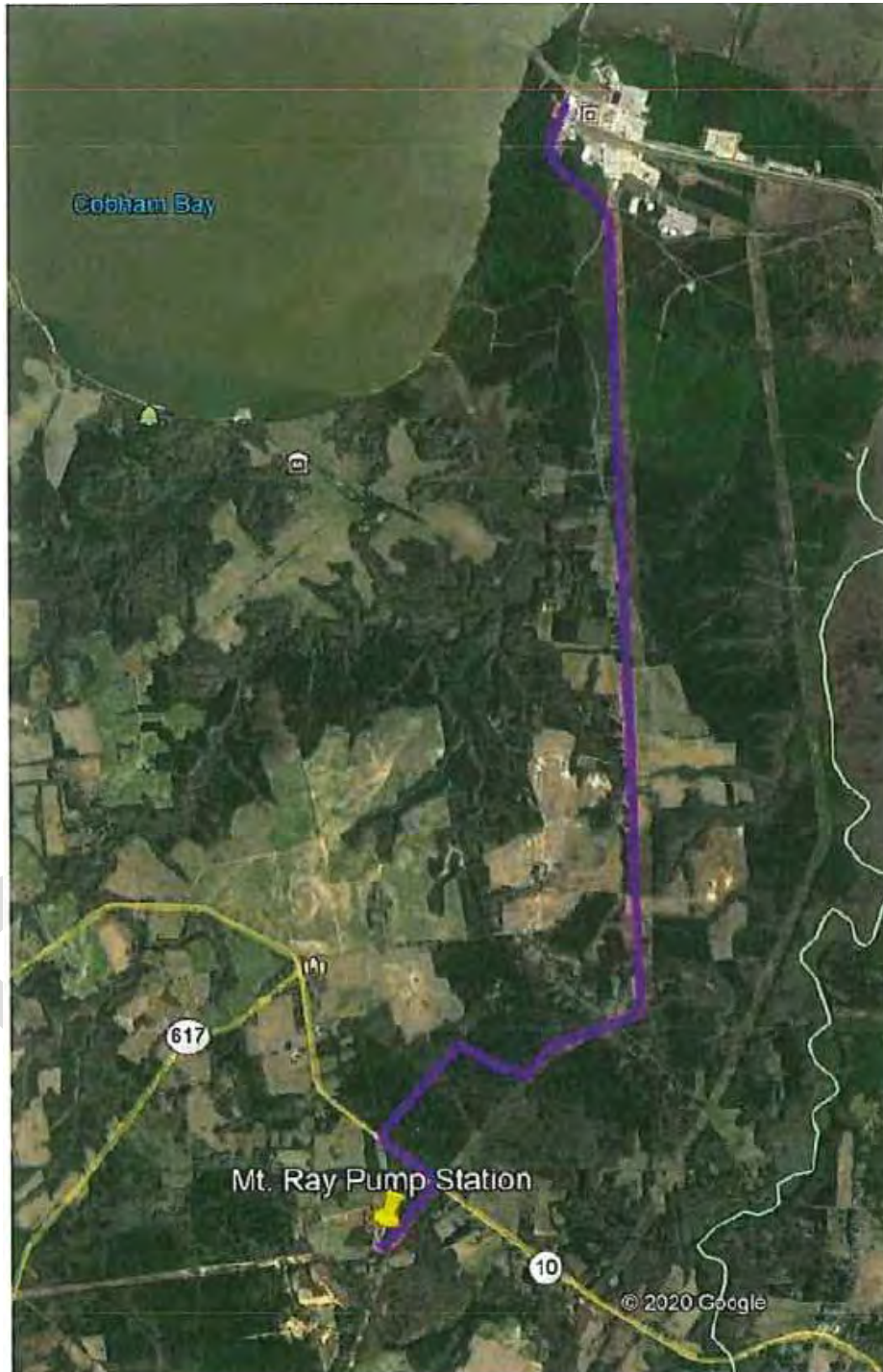


Exhibit 3

Schedule of Values

Preliminary Schedule Of Values
 Project Hog Island PS & FM
 Design Builder MEB General Contractors, Inc

Item	Description	Previous Completed			Total Completed		Balance Value	
		Total Value	%	To Date Value	This Period	To Date Value		%
Design and Permitting Related Services								
A1	Prepare 30% Design	\$224,250	0.00%	\$0.00	\$0.00	0.00%	\$0.00	\$ 224,250
A2	Survey Field Services	\$90,750	0.00%	\$0.00	\$0.00	0.00%	\$0.00	\$ 90,750
A3	Geotechnical Services	\$90,000	0.00%	\$0.00	\$0.00	0.00%	\$0.00	\$ 90,000
A4	Cultural Resources	\$25,000	0.00%	\$0.00	\$0.00	0.00%	\$0.00	\$ 25,000
A5	Prepare 60% Design	\$252,767	0.00%	\$0.00	\$0.00	0.00%	\$0.00	\$ 252,767
A6	Prepare 90% Design	\$200,000	0.00%	\$0.00	\$0.00	0.00%	\$0.00	\$ 200,000
A7	Prepare 100% Design Construction Documents	\$60,000	0.00%	\$0.00	\$0.00	0.00%	\$0.00	\$ 60,000
B1	30% Builder Support During Design	\$69,625	0.00%	\$0.00	\$0.00	0.00%	\$0.00	\$ 69,625
B2	60% Builder Support During Design	\$81,900	0.00%	\$0.00	\$0.00	0.00%	\$0.00	\$ 81,900
B3	90% Builder Support During Design	\$45,750	0.00%	\$0.00	\$0.00	0.00%	\$0.00	\$ 45,750
B4	100% Builder Support During Design	\$27,875	0.00%	\$0.00	\$0.00	0.00%	\$0.00	\$ 27,875
Construction Phase Services								
C.	Engineering Services During Construction	\$536,254	0.00%	\$0.00	\$0.00	0.00%	\$0.00	\$ 536,254
D.	General Requirements, Bonds, Insurance, Mobilization/Demobilization	\$371,833	0.00%	\$0.00	\$0.00	0.00%	\$0.00	\$ 371,833
E	Easement Acquisition	\$300,895	0.00%	\$0.00	\$0.00	0.00%	\$0.00	\$ 300,895
F Construction Related Services								
Hog Island Force Main								
F1	Traffic Control	\$30,000	0.00%	\$0.00	\$0.00	0.00%	\$0.00	\$ 30,000
F2	6" FM Station 00+00 to 30+00	\$321,000	0.00%	\$0.00	\$0.00	0.00%	\$0.00	\$ 321,000
F3	6" FM Station 30+00 to 60+00	\$321,000	0.00%	\$0.00	\$0.00	0.00%	\$0.00	\$ 321,000
F4	6" FM Station 60+00 to 90+00	\$321,000	0.00%	\$0.00	\$0.00	0.00%	\$0.00	\$ 321,000
F5	6" FM Station 90+00 to 120+00	\$321,000	0.00%	\$0.00	\$0.00	0.00%	\$0.00	\$ 321,000
F6	6" FM Station 120+00 to 150+00	\$321,000	0.00%	\$0.00	\$0.00	0.00%	\$0.00	\$ 321,000
F7	6" FM Station 150+00 to 180+00	\$321,000	0.00%	\$0.00	\$0.00	0.00%	\$0.00	\$ 321,000
F8	6" FM Station 180+00 to 210+00	\$321,000	0.00%	\$0.00	\$0.00	0.00%	\$0.00	\$ 321,000
F9	6" FM Station 210+00 to 230+00	\$321,000	0.00%	\$0.00	\$0.00	0.00%	\$0.00	\$ 321,000
F10	6" FM Station 230+00 to 260+00	\$321,000	0.00%	\$0.00	\$0.00	0.00%	\$0.00	\$ 321,000
F11	6" FM Station 260+00 to 290+00	\$321,000	0.00%	\$0.00	\$0.00	0.00%	\$0.00	\$ 321,000
F12	6" FM Station 290+00 to 320+00	\$321,000	0.00%	\$0.00	\$0.00	0.00%	\$0.00	\$ 321,000
F13	6" FM Station 320+00 to 350+00	\$321,000	0.00%	\$0.00	\$0.00	0.00%	\$0.00	\$ 321,000
F14	Final Tie @ Mt. Ray PS	\$5,000	0.00%	\$0.00	\$0.00	0.00%	\$0.00	\$ 5,000
F15	Seeding/Restoration	\$50,000	0.00%	\$0.00	\$0.00	0.00%	\$0.00	\$ 50,000
F16	Pavement Repairs	\$40,000	0.00%	\$0.00	\$0.00	0.00%	\$0.00	\$ 40,000
F17	E&S Control	\$100,000	0.00%	\$0.00	\$0.00	0.00%	\$0.00	\$ 100,000
Hog Island Pump Station								
F18	Pump Building	\$320,000	0.00%	\$0.00	\$0.00	0.00%	\$0.00	\$ 320,000
F19	Pumps	\$125,000	0.00%	\$0.00	\$0.00	0.00%	\$0.00	\$ 125,000
F20	Electrical	\$200,000	0.00%	\$0.00	\$0.00	0.00%	\$0.00	\$ 200,000
F21	Slipwork	\$40,000	0.00%	\$0.00	\$0.00	0.00%	\$0.00	\$ 40,000
F22	Process Piping	\$125,000	0.00%	\$0.00	\$0.00	0.00%	\$0.00	\$ 125,000
F23	HVAC/Plumbing	\$60,928	0.00%	\$0.00	\$0.00	0.00%	\$0.00	\$ 60,928
F24	Controls	\$150,000	0.00%	\$0.00	\$0.00	0.00%	\$0.00	\$ 150,000
Mark-Up								
G	Overhead and Profit -5%	\$602,083	0.00%	\$0.00	\$0.00	0.00%	\$0.00	\$ 602,083
H	Easement Purchase Allocation	\$162,877	0.00%	\$0.00	\$0.00	0.00%	\$0.00	\$ 162,877
Total Original Contract		\$8,233,277	0.00%	\$0.00	\$0.00	0.00%	\$0.00	\$ 8,233,277

Exhibit 4

Form of Permanent Easement

[To be provided]

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Exhibit 6

Dominion Safety Program

[To be provided]

DRAFT

Exhibit 7

Insurance Requirements

(a) **Coverage**. During the term of this Agreement, Design-Builder shall at its sole expense obtain and maintain the policies of insurance set forth in this Exhibit 7 with responsible insurance carriers having a Best's Insurance Reports rate of "A-" or better and a financial size category of "IX" or higher. Payment of all insurance costs, deductible amounts, and/or self-insured retentions shall be Design-Builder's sole responsibility.

(b) **Subcontractors**. Design-Builder shall also require each Subcontractor to obtain and maintain insurance consistent with and covering the risks and perils for which provision is made in this Agreement. Design-Builder assumes liability for loss as a result of any its subcontractors' uninsured and/or underinsured exposures.

(c) **Waiver**. Design-Builder waives and shall cause its insurers to waive all rights against Dominion and its affiliates, and their directors, officers, and employees, whether in contract or tort (including negligence and strict liability) for recovery of losses or damages to the extent these losses or damages are covered by the insurance required by this Agreement. The insurance required by this Agreement will be amended to waive any rights by the insurer to subrogate against Dominion, its affiliates, and their directors, officers, and employees.

(d) **Additional Insureds**. Design-Builder shall cause its insurers providing the coverage required by this Agreement, and shall require each of its subcontractors to cause each of its insurers providing the coverage required by this Agreement, except for the insurers providing the Worker's Compensation and if applicable, Professional Liability insurance, to include Dominion, Dominion's affiliates and each of their officers, directors, employees, contractors, and agents, as additional insureds to the coverages required in this Exhibit 7 as their interests attach providing additional insured status for both ongoing and completed operations with respect to liability arising out of the Work or Design-Builder's performance of its obligations pursuant to this Agreement. The CGL, Automobile Liability, and, if applicable, the Umbrella, Professional, Cyber, Pollution, and Aircraft Liability coverage required by this Agreement will provide for claims by one insured against another such that, except for the limits of insurance, the insurance will apply separately to each insured against whom or which a claim is made or suit is brought.

(e) **Primary Coverage**. Design-Builder and each of its subcontractors shall ensure that the coverage required by this Agreement is primary and non-contributory with respect to any other similar insurance or self-insurance maintained by Dominion.

(f) **Cancellation of Coverage**. The coverage required by this Agreement may not be canceled, nonrenewed, or materially changed whereby the coverage is no longer compliant with the requirements of this Agreement without Design-Builder or Design-Builder's insurance carrier giving thirty (30) days prior written notice to Dominion.

(g) **Certificates of Insurance**. No later than thirty (30) days prior to site mobilization, Design-Builder shall provide certificates of insurance to Dominion from Design-Builder's and each of its subcontractors' insurers, certifying that Design-Builder's and such subcontractors' insurance coverage is in the form and amount required by this Agreement. Failure of Dominion to demand certificate(s) of insurance or other evidence of full compliance with these insurance requirements or failure of Dominion

to identify a deficiency from evidence that is provided will not be construed as a waiver of Design-Builder's obligation to maintain such insurance and will in no way relieve or limit Design-Builder's obligations and liabilities under this or any other provisions of this Agreement.

(h) Substitute Coverage. If during the term of this Agreement Design-Builder's or any Subcontractor's insurance coverage is materially changed or if it terminates, then Dominion may procure, on Design-Builder's or its subcontractors' behalf, insurance that meets the requirements of this Agreement. Any premiums or other costs or fees (including without limitation fees paid to any insurance broker or agent) incurred as a result of procuring substitute coverage may be charged to Design-Builder.

(i) Insurance No Limit to Liability. Unless otherwise expressly stated, the Parties agree that any requirement for insurance imposed upon Design-Builder or its subcontractors by this Agreement is not intended nor shall it be construed as any limit of liability of Design-Builder under this Agreement.

(j) Insurer Insolvency. The insolvency, liquidation, bankruptcy, or failure in any way of an insurer providing insurance required by this Agreement, or the failure of any such insurer to defend or cover in full the obligations under this Agreement, shall not be considered a waiver of, nor shall it excuse Design-Builder from complying with, any of the provisions of this Agreement.

IMPORTANT NOTE: Design-Builder may satisfy the minimum limits and coverages below, at Design-Builder's option, through primary insurance or a combination of lower limit primary underlying insurance together with a separate excess or Umbrella Liability policy. Umbrella or excess policies must follow form of the primary liability. Any deductibles or retentions on any of the policies required herein shall be the sole responsibility of Design-Builder and its subcontractors.

1. **Worker's Compensation** insurance in the state or states where the Improvements are to be installed (or any associated materials and equipment created) or in any other state where the employees installing the Improvements (or creating, assembling, delivering, or otherwise working on any associated materials and equipment) are normally employed.

2. **Employer's Liability** insurance with a total limit of at least **two million dollars (\$2,000,000) per accident for bodily injury by accident and two million dollars (\$2,000,000) per employee for bodily injury by disease**.

3. **Commercial General Liability ("CGL")** insurance with a total limit of at least **two million dollars (\$2,000,000) per occurrence** (occurrence form policy) for bodily injury, property damage and personal injury. CGL insurance required by this Agreement shall include, but not be limited to, specific coverage for contractual liability; premises/operations liability; and products/completed operations liability. In addition, CGL insurance required by this Agreement shall contain no exclusions for fire, explosion, collapse, or underground hazards. Design-Builder shall maintain the completed operations liability insurance for at least five (5) years or the statute of repose, whichever is greater, following completion of the installation of the Improvements.

4. **Automobile Liability** insurance covering bodily injury and property damage with a total limit of at least **two million dollars (\$2,000,000) per accident**, which will cover liability arising out of any auto (including owned, hired, and non-owned autos).

5. **Excess or Umbrella Liability** insurance on an occurrence basis covering claims in excess of the underlying insurance described in (2) to (4). above, with a limit of **fifteen million dollars (\$15,000,000) per occurrence**. Such insurance shall include completed operations coverage with the same limits for at least five (5) years or the statute of repose, whichever is greater, following the completion of the installation of the Improvements.

6. On or before the start of construction, Design-Builder shall provide a **Builder's Risk** insurance policy on an "all risk" basis. Such insurance shall provide at all times no less than the full reinstatement value of the Improvements and provide coverage for:

- (a) the buildings, structures, machinery, materials and equipment, permanent and temporary facilities, fixtures, supplies, and all other properties constituting a part of the Improvements;
- (b) off-site storage with applicable sub-limits of any property or materials and equipment not stored on the project site;
- (c) design defect coverage of LEG 2 to the extent commercially available;
- (d) inland transit to cover cargo exposure; and
- (e) contain a 50/50 clause.

Deductibles in the Builder's Risk policy shall in no event exceed two hundred fifty thousand dollars (\$250,000) for each and every loss, except one million dollars (\$1,000,000) for each and every loss during hot testing, if applicable. Dominion shall be named as insured on the Builder's Risk policy with a waiver, where allowed by law, of insurer's right of subrogation. Design-Builder shall be responsible for payment of all deductibles. Coverage shall remain in place until the end of construction, including testing and commissioning and continuing until operational handover.

7. *If applicable to the Agreement or the Improvements*, **Professional Liability / Errors & Omissions ("Professional Liability Insurance")** insurance with a combined single limit of liability of not less than **five million dollars (\$5,000,000) per claim**.

8. *If applicable to the Agreement or the Improvements and if Design-Builder will have access to Confidential Information or computer networks (both enterprise and operational technology) of Dominion or Dominion Affiliates in connection with performance of the Work*, **Information and Network Security / Cyber Liability ("Cyber Liability")** insurance with a limit of liability of not less than **five million dollars (\$5,000,000) per claim**, covering Design-Builder, its employees, Subcontractors, agents, and assigns for claims and demands resulting from negligent or wrongful acts of Design-Builder or Design-Builder Personnel in the performance of or failure to perform any Work or support for Work, including but not limited to claims, demands, or other payments Dominion may become legally or contractually obligated to pay for (a) infringement of intellectual property (except patent infringement), (b) failures in electronic and non-electronic security, (c) breach of confidentiality, including but not limited to breach of personal information, or (d) invasion of or breach of privacy. Design-Builder shall maintain such Cyber Liability insurance for at least two (2) years following completion of the Work. Design-Builder may satisfy this requirement by including Cyber Liability coverage under its Professional Liability insurance (if applicable) provided such coverage meets the above requirements.

9. *If applicable to the Agreement or the Improvements, **Pollution Liability** insurance with limits not less than **five million dollars (\$5,000,000) each occurrence** and **five million dollars (\$5,000,000)** in annual aggregate, covering sudden/accidental and gradual pollution losses arising from the Work as detailed in subsections (a), (b), and (c) below.*
- (a) For pollution arising during the installation of the Improvements and after completion of the Improvements, coverage shall apply to the discharge, dispersal, release, or escape of dust, smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials, or other irritants, contaminants, or pollutants into or upon land, the atmosphere, or any watercourse or body of water, which result in any bodily injury, sickness, disease, mental anguish, or shock sustained by any person, including death; and/or property damage, including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed (any such incident referred to herein as a “**Pollution Incident**”). Coverage shall apply to the cost of defending any claims arising from a Pollution Incident including costs, charges, and expenses incurred in the investigation, adjustment, or defense of such claims.
 - (b) *If applicable to the Agreement or the Improvements, coverage shall apply to pollution liability arising out of the use of vehicles to transport pollutants or contaminants; such coverage to be included in the pollution liability policy or by endorsing the Commercial Auto Liability policy with the Pollution Liability – Broadened Coverage For Covered Autos – Business Auto, Motor Carrier And Truckers Coverage Form (form CA 99 48) or a similar form; and where required by law, the Commercial Auto Liability policy shall include the MCS-90 endorsement.*
 - (c) *If applicable to the Agreement or the Improvements, coverage shall apply to pollution liability arising out of owned and non-owned disposal sites.*
10. *If applicable to the Agreement or the Improvements, **Aircraft Liability** insurance covering all owned and non-owned unmanned aircraft systems (“**UAS**”) or unmanned aerial vehicles (“**UAV**”) used in the installation of the Improvements, subject to a combined single limit of liability of not less than **three million dollars (\$3,000,000)**.*

AGENDA ITEM 10. – December 20, 2022

Subject: Washington District Pump Station Area Sanitary Sewer Improvements
Additional Appropriation, Contract Award (>\$200,000), Task Order (>\$200,000)

Recommended Actions:

- a. Appropriate additional funding in the amount of \$9,692,226.
- b. Award a contract to Tidewater Utility Construction, Inc. in the amount of \$9,173,032.
- c. Approve a task order with Rummel Klepper & Kahl, LLP (RK&K) in the amount of \$865,408.

CIP Project: AT013000**Regulatory Requirement:** Rehab Action Plan Phase 2 (2025 Completion)

Budget	\$2,496,266
Previous Expenditures and Encumbrances	(\$644,286)
Available Balance	\$1,851,980
Proposed Contract to Tidewater Utility Construction	\$9,173,032
Proposed Task Order to RK&K	\$865,408
Proposed Contingency	\$1,505,766
Project Shortage/Requested Additional Funding	\$9,692,226
Revised Total Project Authorized Funding	\$12,188,492

Contract Status with Task Orders:	Amount
Original Contract with Engineer	\$0
Total Value of Previous Task Orders	\$644,285
Requested Task Order	\$865,408
Total Value of All Task Orders	\$1,509,693
Revised Contract Value	\$1,509,693
Engineering Services as % of Construction	16.4%

Type of Procurement: Competitive Bid

In accordance with HRSD's competitive sealed bidding procedures, the Engineering Department advertised and solicited bids directly from potential bidders. The project was advertised on October 26, 2022, and two bids were received on November 22, 2022. The bids received are listed below:

Bidder	Bid Amount
Tidewater Utility Construction, Inc.	\$9,173,032
Bridgeman Civil, Inc.	\$10,258,968

Engineer Estimate: \$7,613,501

The design engineer, RK&K, evaluated the bids based upon the requirements in the invitation for bid and recommends award to the lowest responsive and responsible bidder Tidewater Utility Construction, Inc. in the amount of \$9,173,032.

Project Description: This project is part of the Rehabilitation Action Plan Phase 2, which is part of the Federal Consent Decree. The project will replace 4,300 linear feet of 18-inch diameter gravity sewer pipeline and associated manholes. This project will include the permanent abandonment of the inactive Washington District outfall. It will also replace a 10-inch cast iron force main from the Dozier's Corner Pump Station up to Campostella Road along River Creek Road and will discharge to a manhole at the intersection of River Creek and Neal Street. The attached [map](#) depicts the project location.

Project Justification: Condition assessment activities indicate that these assets present a material risk of failure due to physical condition defects.

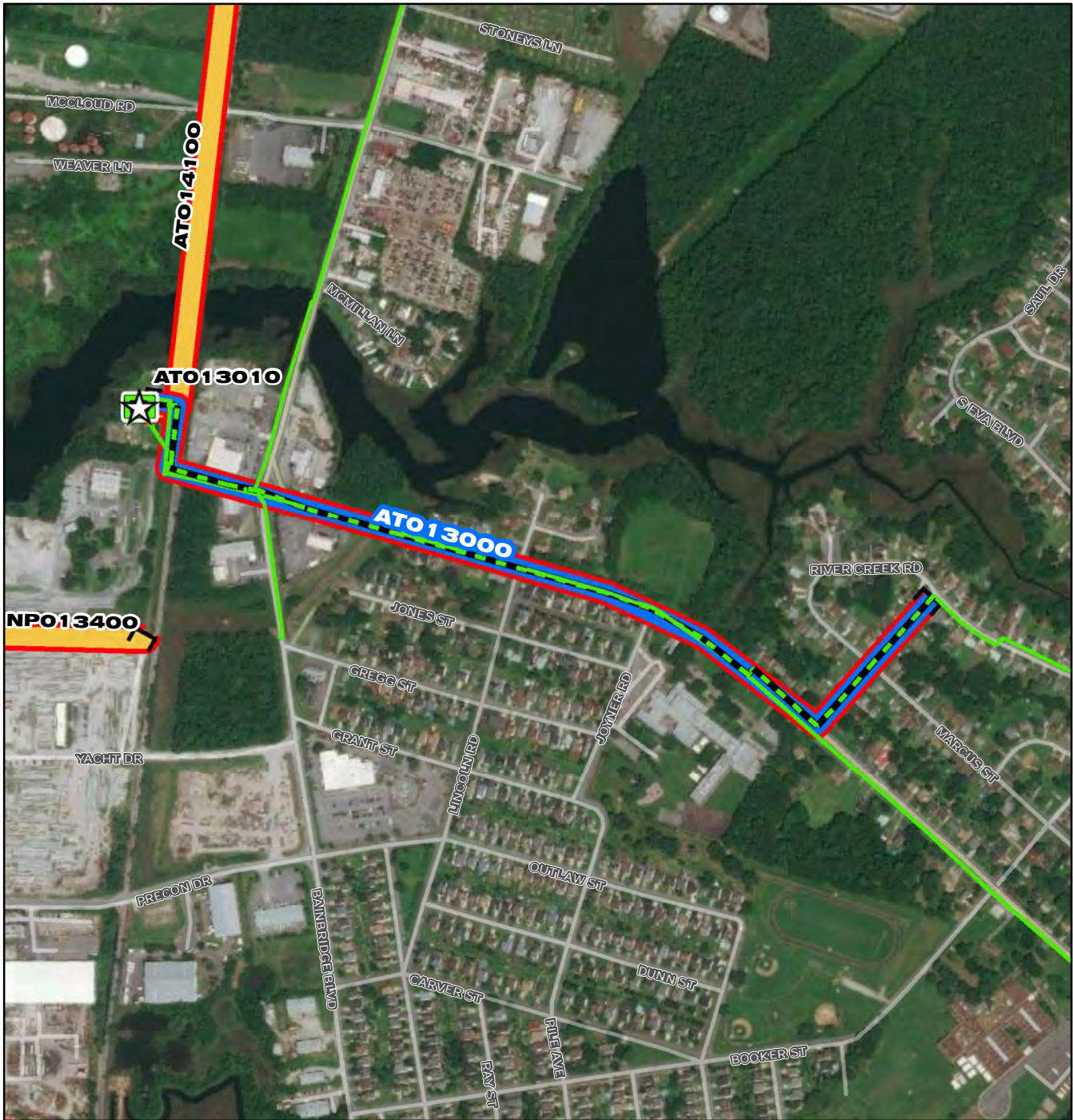
Contract Description: This contract is part of the Federal Consent Decree, Rehabilitation Action Plan and must be completed by May 5, 2025.

Task Order Description: This task order will provide services during construction including contract administration and field engineering and inspection. They will assist with construction progress meetings, site visits, the guided bore under the railway, and all warranty inspections. They will also provide all field inspection services for the duration of the project.

Funding Description: The original CIP project estimate did not foresee the current market conditions as they relate to inflation, labor shortages and long lead times for materials. This request includes a 15% contingency to accommodate any unforeseen conditions. The amount for construction services exceeds the current balance available for the CIP project.

Analysis of Cost: The \$9,173,032 low bid amount is 21% higher than the Engineer's Estimate of \$7,613,501. A review of unit prices revealed generally higher unit prices bid across the board, the unit prices for work categories involving force main replacement and pipeline abandonment were materially higher than the estimate. The higher prices and total bid amount are primarily attributed to the saturated local and regional infrastructure market conditions for this type of work. The project only attracted two local contractors with no bids or inquiries received from out-of-town contractors. The cost of the task order is based on a negotiated scope and an estimation of hours and existing rates in RK&K's annual services contract for Interceptor System Projects.

<u>Schedule:</u>	Design	September 2019
	Bid	November 2022
	Construction	February 2023
	Project Completion	May 2025

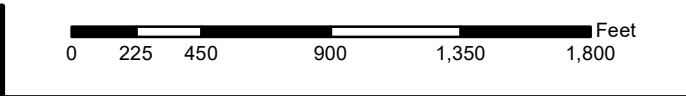


ATO 13000

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

Legend

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



ATO 13000

Washington District Pump Station Area Sanitary Sewer Improvements

CIP Location

AGENDA ITEM 11. – December 20, 2022

Subject: Jefferson Avenue Interceptor Force Main Replacement Phase III
 Easement Acquisition
 Macy’s Retail Holdings, LLC
 GPIN 141000131
 12302 Jefferson Avenue, Newport News, Virginia 23602

Recommended Actions: Approve the purchase of a 40,219 square foot permanent easement and a 4,594 temporary construction easement for \$423,302 in accordance with the terms and conditions of the Deed of Permanent Easement and Temporary Construction Easement with Macy’s Retail Holdings, LLC, (Grantor) and authorize the General Manager to execute same and related acquisition documents in accordance with those terms and conditions substantially as presented, together with such changes, modifications and deletions as the General Manager may deem necessary and as approved by counsel.

CIP Project: JR011730

Regulatory Requirement: None

Budget	\$24,103,808
Previous Expenditures and Encumbrances	(\$21,480,365)
Available Balance	\$2,623,443

Project Description: This project will replace approximately 9,000 linear feet (LF) of 12-inch, 14-inch, and 16-inch HRSD force main (FM) from the intersection of Route 171 (Oyster Point Road) and Jefferson Avenue to the proposed Patrick Henry jumper. A preliminary hydraulic and capacity analysis revealed that pressures in the HRSD force main are hindering the City of Newport News' pump stations from entering the HRSD system during high flow conditions. Future development is planned for the service area, which will exacerbate the current problem. Construction of this project will also provide additional capacity and system flexibility when combined with other proposed improvements.

As part of the project, HRSD will require 15 temporary and permanent easements. The subject easement acquisition cost is above the \$25,000 threshold as defined in HRSD’s Policy Guidelines and will require Commission approval.

The [Deed of Permanent Easement and Temporary Construction Easement](#) was reviewed by HRSD staff and real estate legal counsel. The [plat](#) and [map](#) depict the project and easement location.

Analysis of Cost: The cost for the easement(s) is based upon an appraisal by Dove Valuations, Inc. as well as a negotiated settlement with the property owner, which includes estimated impact to Landowner parking and future construction and costs for lender releases on the property.

662736

PREPARED BY AND RETURN TO:
Conway H. Sheild, III VSB: 06893
Jones, Blechman, Woltz & Kelly, P.C.
701 Town Center Drive, Suite 800
Newport News, Va. 23606

PID: 141000131

EXEMPTION CLAIMED PURSUANT TO VA CODE § 58.1-811(A)(3)

**DEED OF PERMANENT EASEMENT
AND TEMPORARY CONSTRUCTION EASEMENT**

THIS DEED OF PERMANENT EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT made this ____ day of _____, 2022, by and between **MACY'S RETAIL HOLDINGS, LLC**, an Ohio limited liability company, **GRANTOR**, and **HAMPTON ROADS SANITATION DISTRICT**, a political subdivision of the Commonwealth of Virginia, **GRANTEE**, whose mailing address is: P.O. Box 5911, Virginia Beach, Virginia, 23471-0911.

WITNESSETH:

That for and in consideration of the sum of FOUR HUNDRED TWENTY-THREE THOUSAND THREE HUNDRED TWO DOLLARS AND 00/100 (\$423,302.00) DOLLARS and other good and valuable consideration, the receipt of which is hereby acknowledged, **GRANTOR** does hereby grant and convey unto **GRANTEE**, its successors and assigns, the following rights: (i) as to the permanent easement, the perpetual right, privilege, easements and right of ingress/egress over, on, across, under and through as hereinafter described, for the purpose of laying, erecting, constructing, operating, and maintaining underground wastewater and/or water reuse force mains and/or gravity mains together with above and/or below ground equipment, accessories, and appurtenances; and (ii) a temporary construction easement until October 30, 2025 or upon completion of construction activities to facilitate the above permanent easement rights, which upon its expiration, should contain no infrastructure or improvements placed in such temporary construction easement area by Grantee (the "Easement"), being further described as follows (hereinafter called "Facilities): on the lands of the **GRANTOR** being a utility easement and privileges, and maintaining said easement (the "Easement") being further described as follows:

All that certain permanent easement located in the City of Newport News, Virginia, shown and designated as "PERMANENT 30' UTILITY EASEMENT TO BE CONVEYED TO HAMPTON ROADS SANITATION DISTRICT – 40,219 S.F. (TOTAL)" AND "TEMPORARY VARIABLE WIDTH CONSTRUCTION EASEMENT TO BE CONVEYED TO HAMPTON

ROADS SANITATION DISTRICT – 4,594 S.F. (TOTAL)”, as shown on that certain plat entitled, “EASEMENT PLAT REV 2 FROM: THE MAY DEPARTMENT STORE CO., TO: HAMPTON ROADS SANTIATION DISTRICT, PROJECT: JEFFERSON AVE IFM REPLACEMENT PHASE III”, made by Michael Surveying & Mapping, P.C. Paul W. Michael, Jr., Land Surveyor, 41 Old Oyster Point Rd. – Suite B, Newport news, Virginia 23602 and dated March 14, 2022, a copy of which plat is attached hereto and made a part hereof, to which reference is here made.

This easement is subject to the following conditions and provisions:

TERMS OF EASEMENT:

Grantee or its contractor will restore Grantor's land and Parcel affected as a result of construction of the project as closely as is reasonably possible to its pre-construction condition (or better) upon completion of the Project including all improvements thereon. Any disturbance of the premises during the life of this Easement by the Grantee or its contractor will be promptly restored by the Grantee, at Grantee's sole cost and expense, as nearly as practicable. This includes paving, fences, backfilling of trenches, grass, reseeding, replacing or replanting landscaping, addressing ground sink issues, and removal of trash or debris. Landscaping will be replaced with immature trees, shrubs, and ground cover that matches the surrounding ground cover, all of which shall be subject to Grantor's reasonable approval.

Grantee agrees that all work to be performed by Grantee with respect to the Easement Area and other rights granted by this Easement shall be performed at Grantee's sole cost and expense and in a safe, good and workmanlike manner, with due regard for the safety of persons and the property of Grantor and others, and in conformity with all applicable governmental statutes, ordinances, rules and regulations and the terms and all provisions of this Easement. Grantee shall, in the exercise of any right granted hereunder, insure that, except as shown on a schedule, phasing plan and contractor permitted parking approved by Grantor referred to hereinbelow, (i) ingress to and egress from Grantor's property and any adjoining street and/or right-of-way and/or driveway and/or parking area will not be obstructed, interfered with, or closed (whether temporarily or permanently) and that vehicular and pedestrian traffic shall in no way be impeded, except during the period beginning thirty (30) minutes after Grantor's closing for business on one day and ending thirty (30) minutes prior to Grantor's opening for business on the immediately following day, and (ii) there is no interference with the operation of Grantor's business conducted in or about the Easement Area or the adjoining lands owned by Grantor.

Grantee shall defend and hold Grantor, its successors and assigns, free and harmless from and against any and all claims, losses or liabilities (including, without limitation, any and all mechanic's, materialmen's and/or laborer's liens) arising out of or resulting from Grantee's use of the Easement Area granted herein, including, but not limited to, the initial or any subsequent exercise of the rights granted by this Easement. If the Easement Area and/or any other property of Grantor shall become subject to any such lien, Grantee shall promptly cause such lien to be released and discharged of record. Grantee shall be solely responsible for locating, prior to any use of the Easement Area, all utility lines, pipes, wires, or conduits which may exist now or in

the future upon or under the surface of the Easement Area, and all work permitted hereunder shall be accomplished in such a manner that the utility lines, pipes, wires, conduits, parking area, other improvements existing in, above or below the surface of the Easement Area shall not be disturbed or destroyed. Specifically, neither Grantee or its contractor will place any barricades on the property of Grantor which will impede traffic except that which is necessary for safety reasons during construction, that Grantee warrants that there will be, upon completion of construction, no aboveground improvements placed onto property of Grantor, and should Grantee or its contractor encounter existing utility lines in the area in which they are working, they will hand dig within 10 feet of such existing utility lines in order to accomplish their purposes.

Grantee or its contractor hereby agrees that it will perform all such measures in a manner causing as little inconvenience and disruption to the Grantor, and Grantor's invitees, licensees and occupants as is reasonably possible. Notwithstanding anything herein to the contrary, all activities by Grantee pursuant to this Easement shall be conducted only in accordance with a schedule and phasing plan approved in advance by Grantor in writing, which is incorporated into this instrument and no equipment or materials shall be left overnight on the Easement Property or any other property of Grantor except as permitted by such approved phasing plans and shall be properly secured by Grantee at its sole cost. Notwithstanding anything to the contrary, Grantee shall not conduct or cause to be conducted any activity on the Easement Area, and Grantee shall not cause the Easement Area to be in a disrupted condition, during any of the following periods in any year: (i) the period beginning fourteen (14) days prior to and ending on and including Easter Sunday; (ii) the period beginning the Saturday before Thanksgiving up to and including the following January 15th; and (iii) the period beginning at 12:01 a.m. EST on the Friday prior to Memorial Day and ending at 11:59 p.m. EST on Memorial Day. Moreover, notwithstanding anything to the contrary, none of Grantee nor its agents, contractors or other representatives, including their respective employees, shall use any portion of Grantor's property for the purposes of staging or parking vehicles.

All property affected by Grantee's exercise of its rights under this Easement and/or Grantee's construction shall be promptly restored, at Grantee's sole cost and expense, to the condition such property was in prior to the exercise of said rights.

If Grantee contracts with a third party for any work permitted hereunder, Grantee shall require such third party to carry adequate liability and worker's compensation insurance on terms reasonably acceptable to Grantor.

RIGHT TO ENTER: Grantee, or its agents, may exercise the right to enter upon so much of the parcel or Land needed for such purposes as may be necessary for the construction of this project with at least 48-hour notice to the Grantor, unless in cases of emergency repair of Grantee facilities.

BINDING EFFECT; CONSTRUCTION; ENTIRE AGREEMENT: All the terms and provisions of this Easement shall be binding upon, inure to the benefit of, and be enforceable by the Parties and by their successors and assigns. The terms and provisions of this Easement Agreement shall be construed in accordance with the laws of the State of Virginia. The Parties

agree that the terms and provisions of this Easement embody their mutual intent and that such terms and conditions are not to be construed more liberally in favor of, nor more strictly against, either party. The provisions of this Easement constitute the entire understanding and agreement between the Parties regarding the subject matter hereof, supersede entirely all prior understandings, agreements or representations regarding the subject matter hereof, whether written or oral, and may not be altered or amended except by an instrument in writing signed by the Parties. The Parties each acknowledge and agree that no representation, warranty or inducement has been made to it regarding the rights set forth in this Easement which is not expressly set forth herein.

NO PARTNERSHIP; WAIVER; THIRD PARTY BENEFICIARIE

Nothing contained in this Easement shall be construed to create any association, trust, partnership or joint venture or impose a trust or partnership, duty, obligation or liability or an agency relationship on, or with regard to, either Party. Neither Party hereto shall have the right to bind or obligate the other in any way or manner unless otherwise provided for herein. No failure or delay of any Party to exercise any power or right under this Easement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such right or power, preclude any other or further exercise of any other right or power. This Easement is intended to be solely for the benefit of the Parties hereto and their permitted successors and permitted assignees and is not intended to and shall not confer any rights or benefits on any other third party not a signatory hereto.

This Easement may be executed in several counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

NOTICES

All notices, demands, requests, consents, approvals and other communications required or permitted to be given pursuant to this Easement (collectively, "Notices") shall be in writing and shall be sent by certified mail with return receipt requested, or by nationally known overnight courier if such courier provides a record as to the date of delivery, in each case with postage or delivery fees prepaid and addressed to each Party at the addresses set forth below:

AS TO GRANTOR:

Macy's Retail Holdings, Inc.
145 Progress Place
Springdale, Ohio 45246
Attention: Real Estate Department

With a copy to

Macy's Retail Holdings, Inc.
145 Progress Place
Springdale, Ohio 45246
Attention: Legal Department – Real Estate Group

And in connection with the work pursuant to this Easement with a further copy to:

Macy's, Inc.
145 Progress Place
Springdale, Ohio 45246
Attention: Harry Koehler

AS TO GRANTEE:

Hampton Roads Sanitation District
P. O. Box 5911
Virginia Beach, Virginia 23471-0911
Attention: General Manager

With a copy to

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

Notices are deemed given upon receipt or refusal of delivery. Each Party may from time to time specify for Notices any other address in the United States of America upon twenty (20) days' advance notice thereof, similarly given, to the other Party. Notices sent by facsimile transmission, electronic mail or any other method not specifically mentioned herein shall not qualify as Notice. No party may have more than three addresses for Notices at any time. No post office box addresses are permitted for Notice addresses.

SIGNATURES ARE ON THE FOLLOWING PAGE

[Remainder of Page Intentionally Left Blank]

WITNESS the following signature and seal all as of the day and year first above written.

GRANTOR:

Macy's Retail Holdings,
an Ohio limited liability company

By: _____ (SEAL)
Name: _____ (Signature)

Title: _____

COMMONWEALTH OF VIRGINIA
City/County of _____, to-wit:

The foregoing instrument was acknowledged before me this ___ day of _____,
2022, by _____, on behalf of Macy's Real Estate
Holdings, LLC, an Ohio limited liability company.

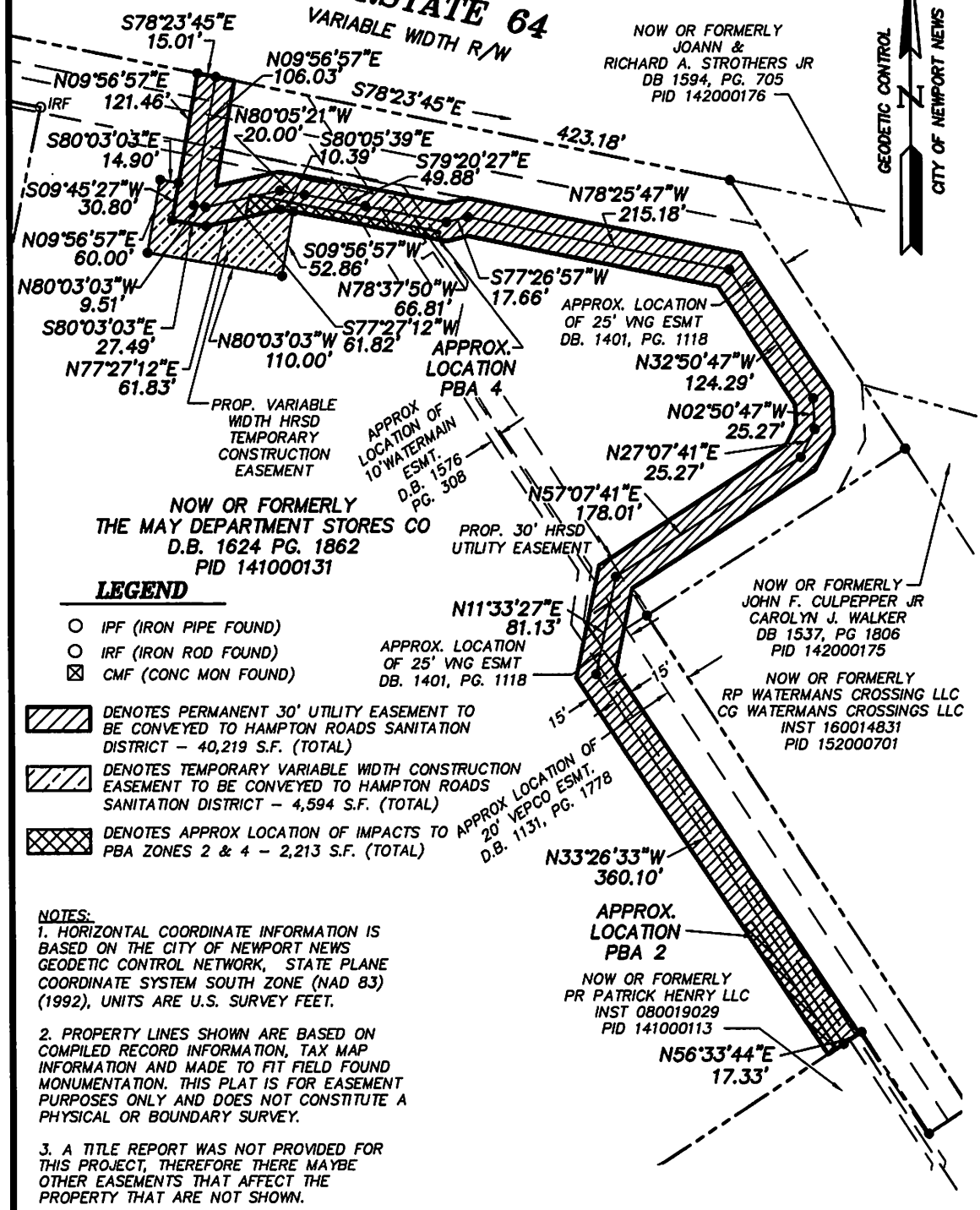
[SEAL]

Notary Public

Registration No. _____

My Commission expires: _____

INTERSTATE 64 VARIABLE WIDTH R/W



GEODETTIC CONTROL
 CITY OF NEWPORT NEWS

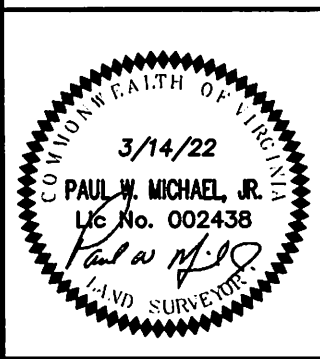
NOW OR FORMERLY
 THE MAY DEPARTMENT STORES CO
 D.B. 1624 PG. 1862
 PID 141000131

LEGEND

- IPF (IRON PIPE FOUND)
- IRF (IRON ROD FOUND)
- ⊠ CMF (CONC MON FOUND)
- DENOTES PERMANENT 30' UTILITY EASEMENT TO BE CONVEYED TO HAMPTON ROADS SANITATION DISTRICT - 40,219 S.F. (TOTAL)
- DENOTES TEMPORARY VARIABLE WIDTH CONSTRUCTION EASEMENT TO BE CONVEYED TO HAMPTON ROADS SANITATION DISTRICT - 4,594 S.F. (TOTAL)
- DENOTES APPROX LOCATION OF IMPACTS TO APPROX LOCATION OF 20' VEPCO ESMT. PBA ZONES 2 & 4 - 2,213 S.F. (TOTAL)

NOTES:

- HORIZONTAL COORDINATE INFORMATION IS BASED ON THE CITY OF NEWPORT NEWS GEODETTIC CONTROL NETWORK, STATE PLANE COORDINATE SYSTEM SOUTH ZONE (NAD 83) (1992), UNITS ARE U.S. SURVEY FEET.
- PROPERTY LINES SHOWN ARE BASED ON COMPILED RECORD INFORMATION, TAX MAP INFORMATION AND MADE TO FIT FIELD FOUND MONUMENTATION. THIS PLAT IS FOR EASEMENT PURPOSES ONLY AND DOES NOT CONSTITUTE A PHYSICAL OR BOUNDARY SURVEY.
- A TITLE REPORT WAS NOT PROVIDED FOR THIS PROJECT, THEREFORE THERE MAYBE OTHER EASEMENTS THAT AFFECT THE PROPERTY THAT ARE NOT SHOWN.



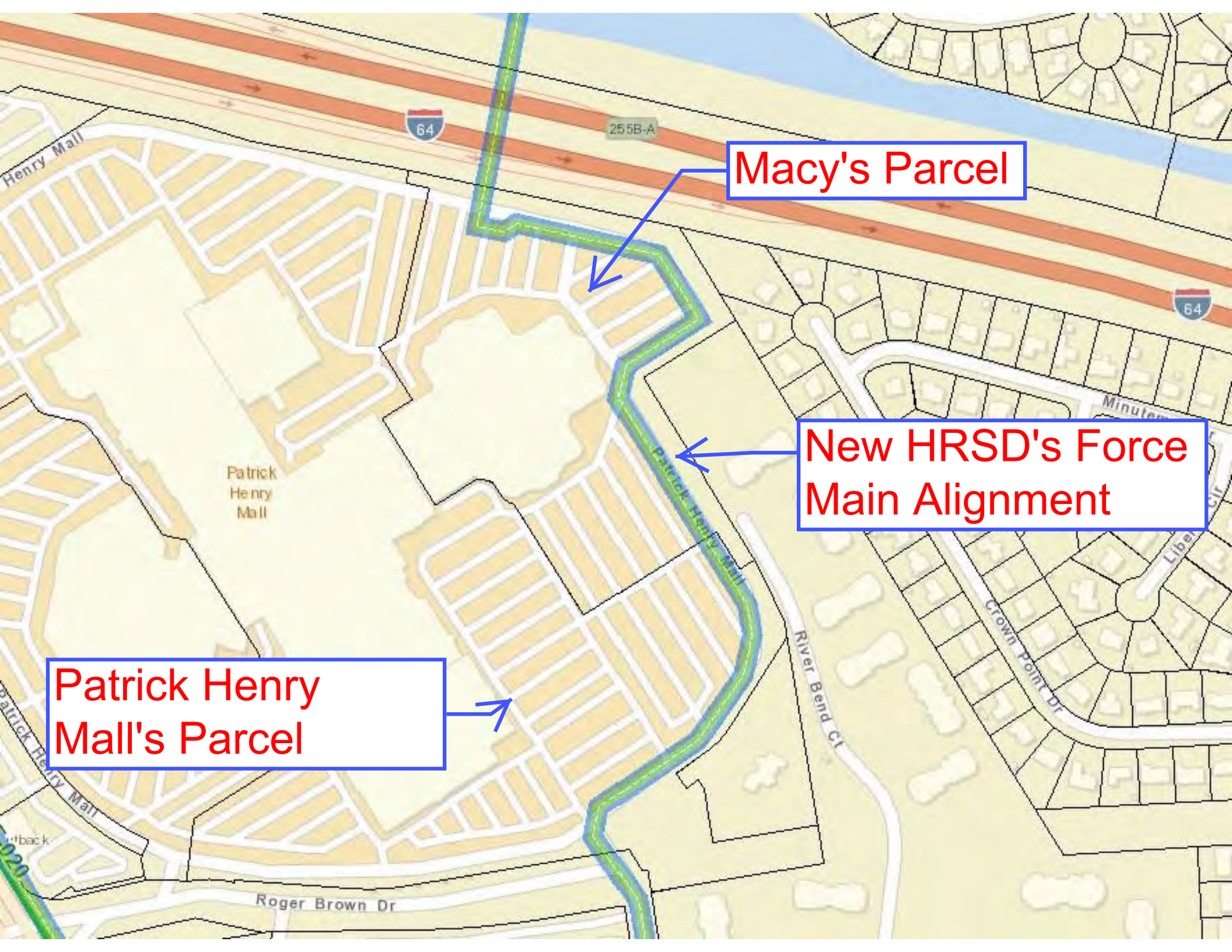
References:
 D.B. 1624,
 PG. 1862

Notes:
 REV. 3/14/22

EASEMENT PLAT REV 2
FROM: THE MAY DEPARTMENT STORE CO.
TO: HAMPTON ROADS SANITATION DISTRICT
PROJECT: JEFFERSON AVE IFM
REPLACEMENT PHASE III

Date: 3/14/22	Scale: 1"=100'	Job No.: 19-012
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MICHAEL SURVEYING & MAPPING, P.C.
 41 OLD OYSTER POINT RD. - SUITE B
 NEWPORT NEWS, VIRGINIA 23602
 TEL 757.873.1762 FAX 757.873.1772



Macy's Parcel

New HRSD's Force Main Alignment

Patrick Henry Mall's Parcel

AGENDA ITEM 12. – December 20, 2022

Subject: Jefferson Avenue Interceptor Force Main Replacement Phase III
 Easement Acquisition
 PR Patrick Henry, LLC
 GPIN 141000113
 12300 Jefferson Avenue, Newport News, Virginia 23602

Recommended Action: Approve the purchase of a 31,363 square foot permanent easement for \$285,000 in accordance with the terms and conditions of the Deed of Permanent Easement with PR Patrick Henry, LLC, (Grantor) and authorize the General Manager to execute same and related acquisition documents in accordance with those terms and conditions substantially as presented, together with such changes, modifications and deletions as the General Manager may deem necessary and as approved by counsel.

CIP Project: JR011730

Regulatory Requirement: None

Budget	\$24,103,808
Previous Expenditures and Encumbrances	(\$21,903,667)
Available Balance	\$2,200,141

Project Description: This project will replace approximately 9,000 linear feet (LF) of 12-inch, 14-inch, and 16-inch HRSD force main (FM) from the intersection of Route 171 (Oyster Point Road) and Jefferson Avenue to the proposed Patrick Henry jumper. A preliminary hydraulic and capacity analysis revealed that pressures in the HRSD force main are hindering the City of Newport News' pump stations from entering the HRSD system during high flow conditions. Future development is planned for the service area, which will exacerbate the current problem. Construction of this project will also provide additional capacity and system flexibility when combined with other proposed improvements.

As part of the project, HRSD will require 15 temporary and permanent easements. The subject easement acquisition cost is above the \$25,000 threshold as defined in HRSD's Policy Guidelines and will require Commission approval.

The [Deed of Permanent Easement](#) was reviewed by HRSD staff and real estate legal counsel. The [plat](#) and [map](#) depict the project and easement location.

Analysis of Cost: The cost for the easement(s) is based upon an appraisal by Dove Valuations, Inc. as well as a negotiated settlement with the property owner, which includes estimated impact to Landowner parking and future construction and costs for lender releases on the property.

PREPARED BY AND RETURN TO:
Conway H. Sheild, III VSB: 06893
Jones, Blechman, Woltz & Kelly, P.C.
701 Town Center Drive, Suite 800
Newport News, Va. 23606

PID: 141000113

EXEMPTION CLAIMED PURSUANT TO VA CODE § 58.1-811(A)(3)

DEED OF PERMANENT EASEMENT

THIS DEED OF PERMANENT EASEMENT made this ____ day of _____, 2022, by and between **PR PATRICK HENRY LLC**, a Delaware limited liability company, **GRANTOR**, and **HAMPTON ROADS SANITATION DISTRICT**, a political subdivision of the Commonwealth of Virginia, **GRANTEE**, whose mailing address is: P.O. Box 5911, Virginia Beach, Virginia, 23471-0911.

WITNESSETH:

That for and in consideration of the sum of TWO HUNDRED EIGHTY-FIVE THOUSAND DOLLARS AND 00/100 DOLLARS (\$285,000.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, **GRANTOR** does hereby grant and convey unto **GRANTEE**, its successors and assigns, the perpetual right, privilege, easements and right of ingress/egress over, on, across, under and through as hereinafter described, for the purpose of laying, erecting, constructing, operating, and maintaining underground wastewater and/or water reuse force mains and/or gravity mains together with above and/or below ground equipment, accessories, and appurtenances thereto, hereinafter called "facilities", on the lands of the **GRANTOR**, said easement (the "Easement") being further described as follows:

All that certain permanent easement located in the City of Newport News, Virginia, shown and designated as "PERMANENT 30' UTILITY EASEMENT TO BE CONVEYED TO HAMPTON ROADS SANITATION DISTRICT – 31,363 S.F. (TOTAL)", as shown on that certain plat entitled, "EASEMENT PLAT FROM: PR PATRICK HENRY LLC, TO: HAMPTON ROADS SANTIATION DISTRICT, PROJECT: JEFFERSON AVE IFM REPLACEMENT PHASE III", made by Michael Surveying & Mapping, P.C., 41 Old Oyster Point Rd. – Suite B, Newport News, Virginia 23602 and dated March 24, 2020, a copy of which plat is attached hereto and made a part hereof, to which reference is here made.

This easement is subject to the following conditions and provisions:

TERMS OF EASEMENT:

Grantee or its contractor will restore Grantor's land and Parcel affected as a result of construction of the project as closely as is reasonably possible to its pre-construction condition (or better) upon completion of the Project including all improvements thereon. Any disturbance of the premises during the life of this Easement by the Grantee or its contractor will be promptly restored by the Grantee, at Grantee's sole cost and expense, as nearly as practicable. This includes paving, fences, backfilling of trenches, grass, reseeding, replacing or replanting landscaping, addressing ground sink issues, and removal of trash or debris. Landscaping will be replaced with immature trees, shrubs, and ground cover that matches the surrounding ground cover, all of which shall be subject to Grantor's reasonable approval.

Grantee agrees that all work to be performed by Grantee with respect to the Easement Area and other rights granted by this Easement shall be performed at Grantee's sole cost and expense and in a safe, good and workmanlike manner, with due regard for the safety of persons and the property of Grantor and others, and in conformity with all applicable governmental statutes, ordinances, rules and regulations and the terms and all provisions of this Easement. Grantee shall, in the exercise of any right granted hereunder, insure that, except as shown on a schedule, phasing plan and contractor permitted parking approved by Grantor referred to hereinbelow, (i) ingress to and egress from Grantor's property and any adjoining street and/or right-of-way and/or driveway and/or parking area will not be obstructed, interfered with, or closed (whether temporarily or permanently) and that vehicular and pedestrian traffic shall in no way be impeded, except during the period beginning thirty (30) minutes after Grantor's closing for business on one day and ending thirty (30) minutes prior to Grantor's opening for business on the immediately following day, and (ii) there is no interference with the operation of Grantor's business conducted in or about the Easement Area or the adjoining lands owned by Grantor.

Grantee shall defend and hold Grantor, its successors and assigns, free and harmless from and against any and all claims, losses or liabilities (including, without limitation, any and all mechanic's, materialmen's and/or laborer's liens) arising out of or resulting from Grantee's use of the Easement Area granted herein, including, but not limited to, the initial or any subsequent exercise of the rights granted by this Easement. If the Easement Area and/or any other property of Grantor shall become subject to any such lien, Grantee shall promptly cause such lien to be released and discharged of record. Grantee shall be solely responsible for locating, prior to any use of the Easement Area, all utility lines, pipes, wires, or conduits which may exist now or in the future upon or under the surface of the Easement Area, and all work permitted hereunder shall be accomplished in such a manner that the utility lines, pipes, wires, conduits, parking area, other improvements existing in, above or below the surface of the Easement Area shall not be disturbed or destroyed. Specifically, neither Grantee or its contractor will place any barricades on the property of Grantor which will impede traffic except that which is necessary for safety reasons during construction, that Grantee warrants that there will be, upon completion of construction, no aboveground improvements placed onto property of Grantor, and should Grantee or its contractor encounter existing utility lines in the area in which they are working, they will hand dig within 10 feet of such existing utility lines in order to accomplish their purposes.

Grantee or its contractor hereby agrees that it will perform all such measures in a manner causing as little inconvenience and disruption to the Grantor, and Grantor's invitees, licensees and occupants as is reasonably possible. Notwithstanding anything herein to the contrary, all activities by Grantee pursuant to this Easement shall be conducted only in accordance with a schedule and phasing plan approved in advance by Grantor in writing, which is incorporated into this instrument and no equipment or materials shall be left overnight on the Easement Property or any other property of Grantor except as permitted by such approved phasing plans and shall be properly secured by Grantee at its sole cost. Notwithstanding anything to the contrary, Grantee shall not conduct or cause to be conducted any activity on the Easement Area, and Grantee shall not cause the Easement Area to be in a disrupted condition, during any of the following periods in any year: (i) the period beginning fourteen (14) days prior to and ending on and including Easter Sunday; (ii) the period beginning the Saturday before Thanksgiving up to and including the following January 15th; and (iii) the period beginning at 12:01 a.m. EST on the Friday prior to Memorial Day and ending at 11:59 p.m. EST on Memorial Day. Moreover, notwithstanding anything to the contrary, none of Grantee nor its agents, contractors or other representatives, including their respective employees, shall use any portion of Grantor's property for the purposes of staging or parking vehicles.

All property affected by Grantee's exercise of its rights under this Easement and/or Grantee's construction shall be promptly restored, at Grantee's sole cost and expense, to the condition such property was in prior to the exercise of said rights.

If Grantee contracts with a third party for any work permitted hereunder, Grantee shall require such third party to carry adequate liability and worker's compensation insurance on terms reasonably acceptable to Grantor.

RIGHT TO ENTER: Grantee, or its agents, may exercise the right to enter upon so much of the parcel or Land needed for such purposes as may be necessary for the construction of this project with at least 48-hour notice to the Grantor, unless in cases of emergency repair of Grantee facilities.

BINDING EFFECT; CONSTRUCTION; ENTIRE AGREEMENT: All the terms and provisions of this Easement shall be binding upon, inure to the benefit of, and be enforceable by the Parties and by their successors and assigns. The terms and provisions of this Easement Agreement shall be construed in accordance with the laws of the State of Virginia. The Parties agree that the terms and provisions of this Easement embody their mutual intent and that such terms and conditions are not to be construed more liberally in favor of, nor more strictly against, either party. The provisions of this Easement constitute the entire understanding and agreement between the Parties regarding the subject matter hereof, supersede entirely all prior understandings, agreements or representations regarding the subject matter hereof, whether written or oral, and may not be altered or amended except by an instrument in writing signed by the Parties. The Parties each acknowledge and agree that no representation, warranty or inducement has been made to it regarding the rights set forth in this Easement which is not expressly set forth herein.

NO PARTNERSHIP; WAIVER; THIRD PARTY BENEFICIARIE

Nothing contained in this Easement shall be construed to create any association, trust, partnership or joint venture or impose a trust or partnership, duty, obligation or liability or an agency relationship on, or with regard to, either Party. Neither Party hereto shall have the right to bind or obligate the other in any way or manner unless otherwise provided for herein. No failure or delay of any Party to exercise any power or right under this Easement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such right or power, preclude any other or further exercise of any other right or power. This Easement is intended to be solely for the benefit of the Parties hereto and their permitted successors and permitted assignees and is not intended to and shall not confer any rights or benefits on any other third party not a signatory hereto.

This Easement may be executed in several counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

NOTICES

All notices, demands, requests, consents, approvals and other communications required or permitted to be given pursuant to this Easement (collectively, "Notices") shall be in writing and shall be sent by certified mail with return receipt requested, or by nationally known overnight courier if such courier provides a record as to the date of delivery, in each case with postage or delivery fees prepaid and addressed to each Party at the addresses set forth below:

AS TO GRANTOR:

PR Patrick Henry LLC
200 South Broad Street, Third Floor
Philadelphia, PA 19103
Attention: _____.

With a copy to

PR Patrick Henry LLC
Pennsylvania Real Estate Investment Trust
One Commerce Square
2005 Market Street, Suite 1000
Philadelphia, PA 19103
Attention: Joshua J. Talley, Esq

AS TO GRANTEE:

Hampton Roads Sanitation District
1434 Air Rail Avenue
Virginia Beach, Virginia 23455
Attention: General Manager

With a copy to

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

Notices are deemed given upon receipt or refusal of delivery. Each Party may from time to time specify for Notices any other address in the United States of America upon twenty (20) days' advance notice thereof, similarly given, to the other Party. Notices sent by facsimile transmission, electronic mail or any other method not specifically mentioned herein shall not qualify as Notice. No party may have more than three addresses for Notices at any time. No post office box addresses are permitted for Notice addresses.

SIGNATURES ARE ON THE FOLLOWING PAGE

[Remainder of Page Intentionally Left Blank]

WITNESS the following signature and seal all as of the day and year first above written.

GRANTOR:

PR Patrick Henry LLC.

a Delaware limited liability company

By: _____ (SEAL)

Name: _____ (Signature)

Title: _____

STATE OF _____

City/County of _____, to-wit:

The foregoing instrument was acknowledged before me this ___ day of _____, 2022, by _____, on behalf of PR Patrick Henry, LLC, a Delaware limited liability company.

[SEAL]

Notary Public

Registration No. _____

My Commission expires: _____

662781v3(11/18/22)

NOTES:

1. HORIZONTAL COORDINATE INFORMATION IS BASED ON THE CITY OF NEWPORT NEWS GEODETIC CONTROL NETWORK, STATE PLANE COORDINATE SYSTEM SOUTH ZONE (NAD 83) (1992), UNITS ARE U.S. SURVEY FEET.

2. PROPERTY LINES SHOWN ARE BASED ON COMPILED RECORD INFORMATION, TAX MAP INFORMATION AND MADE TO FIT FIELD FOUND MONUMENTATION. THIS PLAT IS FOR EASEMENT PURPOSES ONLY AND DOES NOT CONSTITUTE A PHYSICAL OR BOUNDARY SURVEY.

3. A TITLE REPORT WAS NOT PROVIDED FOR THIS PROJECT, THEREFORE THERE MAYBE OTHER EASEMENTS THAT AFFECT THE PROPERTY THAT ARE NOT SHOWN.

NOW OR FORMERLY
THE MAY DEPARTMENT STORES CO
D.B. 1624 PG. 1862
PID 141000131

NOW OR FORMERLY
PR PATRICK HENRY LLC
INST. #080019029
PID 141000113

NOW OR FORMERLY
720 MALL PARKWAY LLC
INST 100000470
PID 141000133

NOW OR FORMERLY
RP WATERMANS CROSSING LLC
CG WATERMANS CROSSINGS LLC
INST 160014831
PID 152000701

ROGER BROWN DRIVE
VARIABLE WIDTH R/W

100' VEPCO EASEMENT
D.B. 1169, PG. 522

R=1495.00'
L=63.59'
Δ=2°26'13"
T=31.80'
C=63.59'
CB=S55°20'21"W

R=1059.38'
L=200.72'
Δ=10°51'20"
T=100.66'
C=200.42'
CB=S30°44'43"E

LEGEND

- IPF (IRON PIPE FOUND)
- IRF (IRON ROD FOUND)
- ☒ CMF (CONC MON FOUND)

 DENOTES PERMANENT 30' UTILITY EASEMENT TO BE CONVEYED TO HAMPTON ROADS SANITATION DISTRICT - 31,363 S.F. (TOTAL)

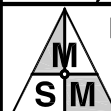


References:
INST. #080019029

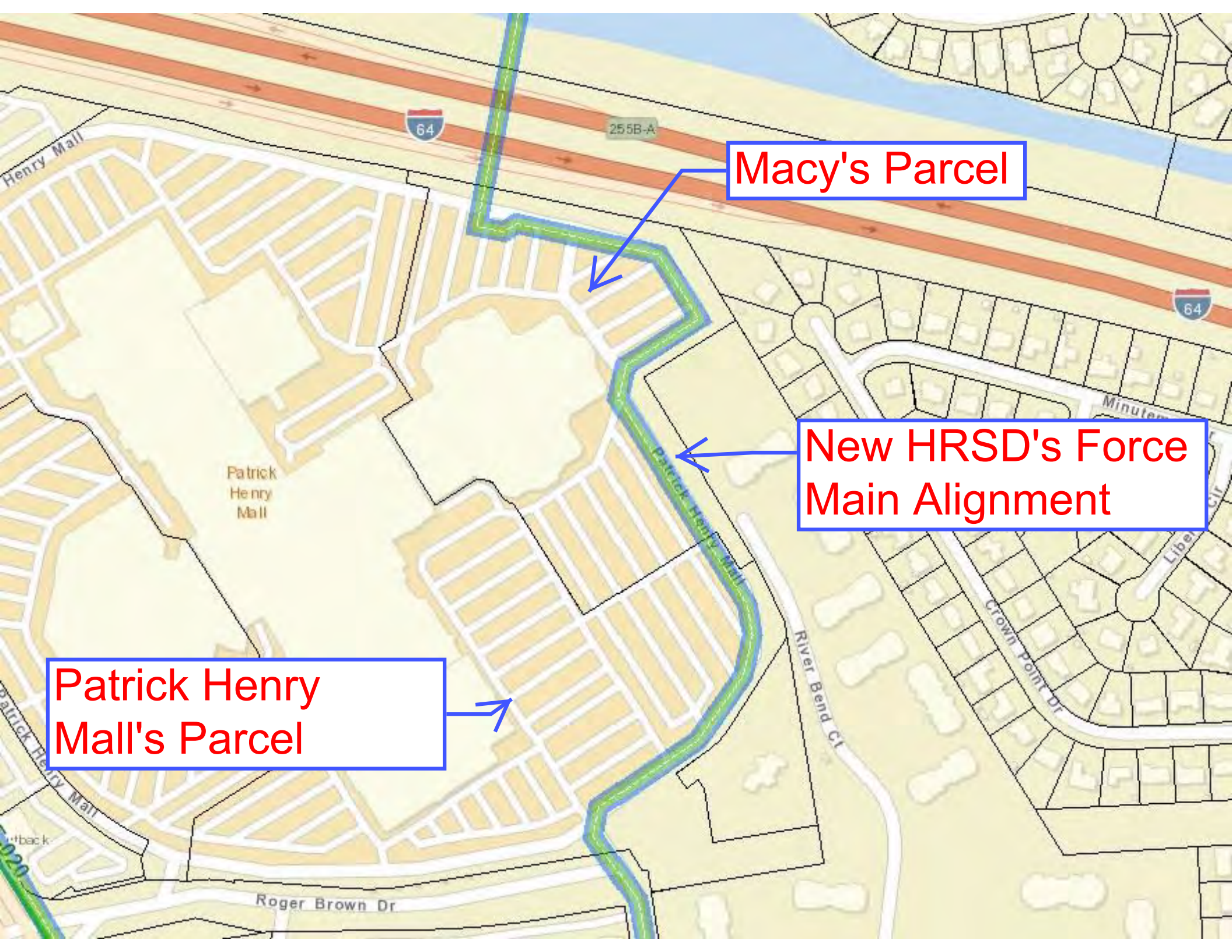
Notes:

EASEMENT PLAT
FROM: PR PATRICK HENRY LLC
TO: HAMPTON ROADS SANITATION DISTRICT
PROJECT: JEFFERSON AVE IFM REPLACEMENT PHASE III

Date: 3/24/20 Scale: 1"=100' Job No.: 19-012



MICHAEL SURVEYING & MAPPING, P.C.
41 OLD OYSTER POINT RD. - SUITE B
NEWPORT NEWS, VIRGINIA 23602
TEL 757.873.1762 FAX 757.873.1772



Macy's Parcel

New HRSD's Force Main Alignment

Patrick Henry Mall's Parcel

AGENDA ITEM 13. – December 20, 2022

Subject: Middlesex Interceptor System Program Phase II – Transmission Force Main
Acquisition of Real Property
Tax Map 29-26; 29-27A/General Puller Highway, Gloucester, Virginia

Recommended Action: Approve the fee simple purchase of property identified as Tax Map 29-26; 29-27A (0.4 Acres), located on General Puller Highway in Gloucester, Virginia, for \$70,000 in accordance with the terms and conditions of the Deed of Bargain and Sale with Lynne Payne, Shirley Blake, Larry Chowning and Susan Hoar, owners of subject property (Sellers) and authorize the General Manager to execute same and related acquisition documents in accordance with those terms and conditions substantially as presented, together with such changes, modifications and deletions as the General Manager may deem necessary and as approved by counsel.

CIP Project: MP013730

Regulatory Requirement: None

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 subject site will facilitate this effort and was determined to be the most feasible site upon which to build. The subject parcel Tax Map 29-27A is along General Puller Highway adjacent to Saint Clair Walker Middle School and is 0.117 Acres and adjoins parcel Tax Map 29-26 on two sides. The subject parcel Tax Map 29-26 is along General Puller Highway and is 0.273 Acres. The property lines will be vacated to create a larger parcel for the future pump station. An additional parcel is required to increase the pump station lot size from Middlesex County School Board. That parcel is currently under review by Middlesex County School Board. This acquisition cost is above the \$25,000 threshold as defined in HRSD's Policy and Guidelines and requires Commission approval.

The [Deed of Bargain and Sale](#) has been reviewed by HRSD staff and real estate legal counsel. The [plat](#) and [map](#) depict the project location.

Analysis of Cost: The acquisition cost of \$70,000 is based upon a negotiated settlement with the landowner.

PREPARED BY AND RETURN TO:
CONWAY H. SHEILD, III VSB# 06893
Jones, Blechman, Woltz & Kelly, P.C.
701 Town Center Drive, Suite 800
Newport News, Virginia 23606

TAX EXEMPT PURSUANT TO VA CODE Sec. 58.1-811 (A)(3)

Title Underwriter: Fidelity National Title Insurance Company

Tax IDS: 29-26; 29-27A

Consideration: \$70,000.00

THIS DEED OF BARGAIN AND SALE, made this 25th day of October, 2022 by and between **LYNNE B. PAYNE, SHIRLEY H. BLAKE, LARRY CHOWNING, and SUSAN CHOWNING HOAR**, Grantors, and **HAMPTON ROADS SANITATION DISTRICT**, a political subdivision of the Commonwealth of Virginia, ("**HRSD**") (to be indexed as Grantor and Grantee), whose mailing address is: P.O. Box 5911, Virginia Beach, Virginia, 23471-0911.

WITNESSETH: That for and in consideration of the sum of TEN DOLLARS (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantors do bargain, grant, sell and convey, with GENERAL WARRANTY AND ENGLISH COVENANTS OF TITLE unto the Grantee, in fee simple absolute, its successors and assigns forever, the following described property, to-wit:

PARCEL 1:

All those two (2) certain parcels or strips of land, lying in Pinetop Magisterial District of Middlesex County, Virginia, and described as follows:

1. Fronting twenty-seven (27') feet on State Route 33, immediately adjacent to and east of a lot shown in Deed Book 76, page 115; said parcel

JONES, BLECHMAN, WOLTZ & KELLY, P.C.
Attorneys and Counselors at Law
701 TOWN CENTER DRIVE, SUITE 800, P. O. BOX 12888
NEWPORT NEWS, VA 23612-2888
(757) 873-8000 FAX: (757) 873-8103

fronts twenty-seven (27') feet on said road and runs back one hundred twenty-five (125') feet along the line of the aforementioned lot. (T.M.#29-26).

2. Fronting twelve (12') feet on State Route 33, immediately adjacent to and west of a lot shown in Deed Book 76, page 115; said parcel fronts on said road and runs back one hundred twenty-five (125') feet along the line of the aforementioned lot. (T.M.#29-27A).

Being the same property conveyed unto Creswell Blake by deed dated April 1, 1965 from Raymond J. Blake and Minnie Lee Blake, husband and wife and recorded in the aforesaid Clerk's Office in Deed Book 84 at Page 321. Creswell Blake died and by will recorded in Will Book 44 at page 38: devised said property to Mary C. Blake. Mary C. Blake died leaving Kevin C. Blake and Emily Blake Chowning surviving. By affidavit recorded as Instrument No. 161284 said property was transferred to Melvin L. Blake and Emily Blake Chowning. Emily Blake Chowning renounced all interest in the Estate of Kevin C. Blake by Instrument No. 160341.

PARCEL 2:

All that certain lot or parcel of land lying and being in Pinetop Magisterial District of Middlesex County, Virginia, situated on the south side of Highway No. 33 between Locust Hill and Harmony Village.

The property herein conveyed contains twenty-nine One Hundredths (.29) of an acre, as shown on plat of W.H. Stiff, C.L.S., dated April 14, 1959, which plat is attached to that certain deed recorded in deed book 76 page 114, and to which plat referenced is made for the metes and bounds of said parcel.

Subject to restrictions, covenants, conditions and easements of record.

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

WITNESS the following signatures and seals.

[SIGNATURE PAGES FOLLOW]

JONES, BLECHMAN, WOLTZ & KELLY, P.C.
Attorneys and Counselors at Law
701 TOWN CENTER DRIVE, SUITE 800, P. O. BOX 12888
NEWPORT NEWS, VA 23612-2888
(757) 873-8000 FAX: (757) 873-8103

WITNESS the following signature and seals:

Lynne B. Payne (SEAL)
Lynne B. Payne

STATE/Commonwealth of VIRGINIA,

CITY/COUNTY OF MIDDLESEX to-wit:

The foregoing instrument was acknowledged before me this 25th day of OCTOBER 2022, by Lynne B. Payne.

Craig Anderson
Notary Public
{Notary Seal Required}

Registration # 7191876

My commission expires: 12/31/2026



JONES, BLECHMAN, WOLITZ & KELLY, P.C.
Attorneys and Counselors at Law
701 TOWN CENTER DRIVE, SUITE 800, P. O. BOX 12888
NEWPORT NEWS, VA 23612-2888
(757) 873-8000 FAX: (757) 873-8103

WITNESS the following signature and seals:

Shirley H. Blake (SEAL)
Shirley H. Blake

STATE/COMMONWEALTH OF VIRGINIA,

CITY/COUNTY OF MIDDLESEX to-wit:

The foregoing instrument was acknowledged before me this 25th day of OCTOBER 2022, by Shirley H. Blake.

Craig Anderson
Notary Public
{Notary Seal Required}

Registration # 7191876

My commission expires: 12/31/2026



JONES, BLECHMAN, WOLTZ & KELLY, P.C.
Attorneys and Counselors at Law
701 TOWN CENTER DRIVE, SUITE 800, P. O. BOX 12888
NEWPORT NEWS, VA 23612-2888
(757) 873-8000 FAX: (757) 873-8103

WITNESS the following signature and seals:

Larry S. Chowning (SEAL)
Larry Chowning

STATE/COMMONWEALTH OF VIRGINIA,

CITY/COUNTY OF MIDDLESEX to-wit:

The foregoing instrument was acknowledged before me this 25th day of OCTOBER 2022, by Larry Chowning.

Craig Anderson
Notary Public
{Notary Seal Required}

Registration # 7191876

My commission expires: 12/31/2026



JONES, BLECHMAN, WOLTZ & KELLY, P.C.
Attorneys and Counselors at Law
701 TOWN CENTER DRIVE, SUITE 800, P. O. BOX 12888
NEWPORT NEWS, VA 23612-2888
(757) 873-8000 FAX: (757) 873-8103

WITNESS the following signature and seals:

Susan Chowning Hoar (SEAL)
Susan Chowning Hoar

STATE/COMMONWEALTH OF VIRGINIA,

CITY/COUNTY OF MIDDLESEX to-wit:

The foregoing instrument was acknowledged before me this 25th day of
OCTOBER 2022, by Susan Chowning Hoar.

Craig Anderson
Notary Public
{Notary Seal Required}

Registration # 7191876

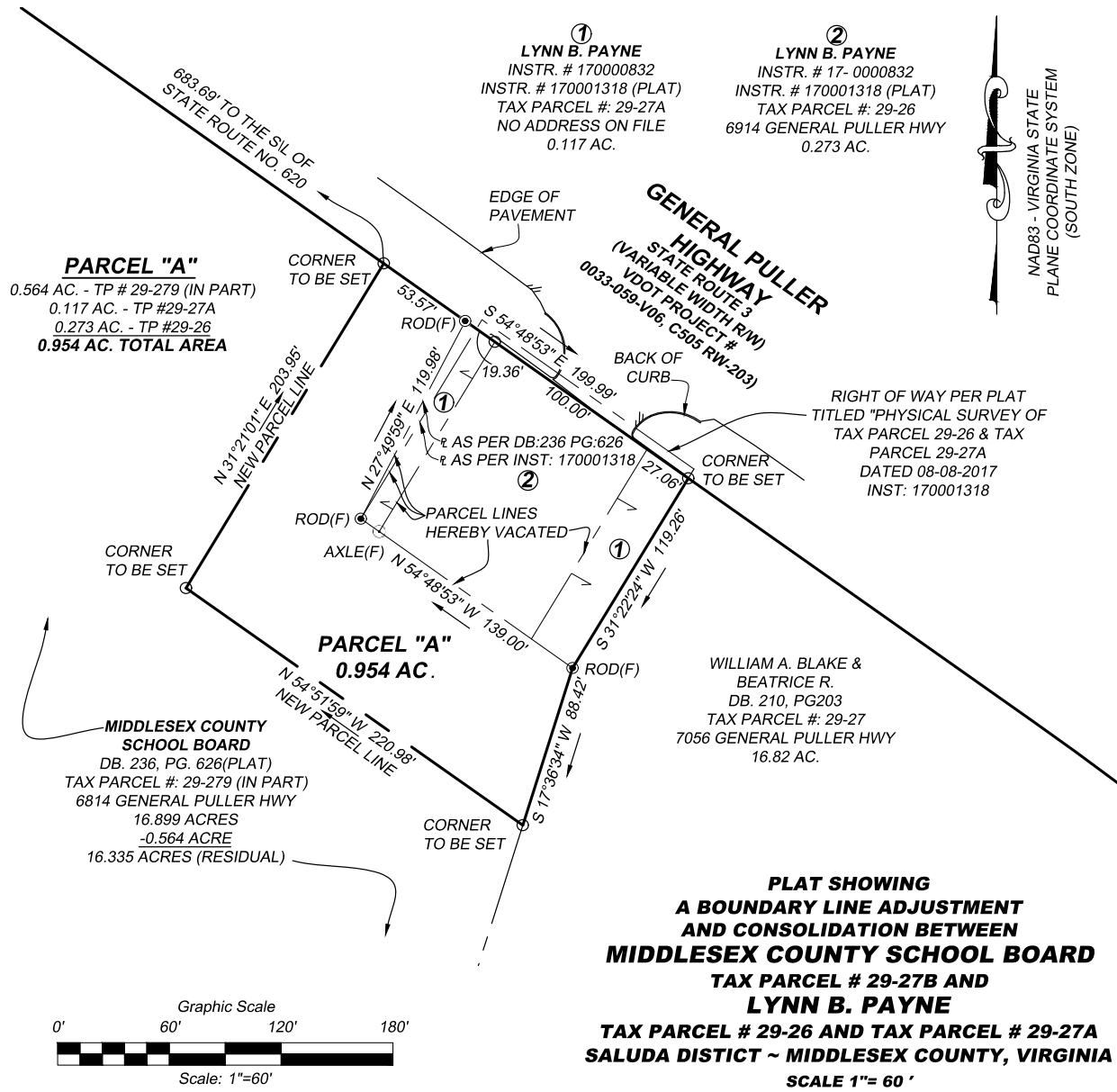
My commission expires: 12/31/2026



JONES, BLECHMAN, WOLITZ & KELLY, P.C.
Attorneys and Counselors at Law
701 TOWN CENTER DRIVE, SUITE 800, P. O. BOX 12888
NEWPORT NEWS, VA 23612-2888
(757) 873-8000 FAX: (757) 873-8103

NOTES:

1. THE PROPERTY SHOWN HEREON FALLS IN THE FOLLOWING FLOOD HAZARD ZONES: "X"(UNSHADED)-AREAS DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOOD PLAIN. THE APPROXIMATE BOUNDARY LIMITS OF THESE AREAS ARE SHOWN GRAPHICALLY, IF THEY FALL WITHIN THE LIMITS OF THIS SURVEY, AS SCALED FROM FEMA FLOOD INSURANCE RATE MAP, MAP NUMBER 5119C0205E , EFFECTIVE DATE: MAY 18, 2015.
2. PROPERTY LINES SHOWN HEREON ARE TAKEN FROM COURT HOUSE RECORDS, EVIDENCE OF MONUMENTATION AND OCCUPATION FOUND IN THE FIELD. THIS SURVEY DOES NOT CONSTITUTE A BOUNDARY SURVEY AND WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT, THEREFORE ALL EASEMENTS MAY NOT BE SHOWN ON THIS SURVEY. REFERENCE PLAT DATED ON 08-08-17 RECORDED IN INSTRUMENT NUMBER 170001318 IN THE MIDDLESEX COUNTY CLERKS OFFICE.
3. THIS SURVEY WAS COMPLETED UNDER THE DIRECT AND RESPONSIBLE CHARGE OF ALISON HANSON, LS FROM AN ACTUAL GROUND SURVEY MADE UNDER HER SUPERVISION. THE IMAGERY AND/OR ORIGINAL DATA WAS OBTAINED ON 03-01-2021 & 10-06-2022. THIS PLAT, MAP, OR DIGITAL GEOSPATIAL DATA INCLUDING METADATA MEETS MINIMUM ACCURACY STANDARDS UNLESS OTHERWISE NOTED.
4. THE PURPOSE OF THIS PLAT IS TO CONSOLIDATE 0.564 ACRES OF TAX PARCEL # 29-279 WITH THOSE LANDS OF LYNN B. PAYNE BEING TAX PARCEL # 29-26 AND TAX PARCEL # 29-27A AND TO VACATE PROPERTY LINES OF TAX PARCEL # 29-26 AND TAX PARCEL # 29-27A CREATING A PARCEL CONTAINING 0.954 ACRE IN TOTAL.



Job #: KH2007.05
Date: 10-18-2022
Sheet: 1 of 1
Drawn By: DAD
Checked By: AWH

Rev. #	Rev. Date

H&B Surveying and Mapping, LLC
insightful solutions, quality service
A DBE/WBE S/WaM Certified Business

2105 Electric Road SW, Suite 103
Roanoke, VA 23224
540.904.2559 Off.
540.904.2559 Fax

614 Moorefield Park Drive
Richmond, VA 23236
804.330.3781 Office
804.859.5330 Fax

Survey Produced at Richmond Office Location



St. Clair Walker
Middle School

The map shows a satellite-style view of an area. A large white building, identified as St. Clair Walker Middle School, is on the left. A road labeled 'Sports Complex Rd' runs along the bottom left. A road labeled 'General Puller Hwy' runs diagonally from the top right to the bottom right. A blue line representing a 'Proposed Transmission Force Main' runs parallel to General Puller Hwy. A red line representing 'Tax Map 29-26' runs parallel to the force main. A blue box labeled 'Tax Map 29-27A' is positioned between the school and the force main. A blue box labeled 'New Pump Station Site in the Village of Locust Hill' is at the bottom right. Arrows point from the school box to the force main, from the 'Tax Map 29-27A' box to the force main, and from the 'New Pump Station Site' box to the force main. Another blue box labeled 'Proposed Transmission Force Main in Middlesex County' is at the top right, with an arrow pointing to the force main. A fourth blue box labeled 'Tax Map 29-26' is on the right, with an arrow pointing to the force main. Highway markers for 1043, 6702, and 33 are visible.

Tax Map
29-27A

Proposed
Transmission
Force Main in
Middlesex County

Tax Map
29-26

New Pump Station
Site in the Village
of Locust Hill

AGENDA ITEM 14. – December 20, 2022

Subject: Suffolk Pump Station Replacement
Acquisition of Real Property
2001 Arizona Avenue, Suffolk

Recommended Action: Approve the acquisition of a 30-foot permanent utility, 25-foot permanent ingress/egress, and a variable width temporary construction easement located at 2001 Arizona Avenue in Suffolk and the associated acquisition costs of \$198,456 and an additional not-to-exceed amount of \$10,000 for tree replacement in accordance with the terms and conditions of the Purchase Agreement with the City of Suffolk (Seller) and authorize the General Manager to execute same and related acquisition documents in accordance with those terms and conditions substantially as presented, together with such changes, modifications and deletions as the General Manager may deem necessary and as approved by counsel.

CIP Project: NP010620**Regulatory Requirement:** Rehab Action Plan Phase 2 (2025 Completion)

Budget	\$12,049,000
Previous Expenditures and Encumbrances	(\$3,174,372)
Available Balance	<u>\$8,874,628</u>

Project Description: This project will design and construct two replacement pump stations in lieu of constructing one replacement for the existing Suffolk Pump Station located at 1136 Sanders Drive, in Suffolk. The benefit of the two-pump station scenario includes abandonment/removal of over 7,000 linear feet of gravity sewer and 34 manholes along Shingle Creek and associated wetlands with ongoing concerns for potential overflows, pipe failure and difficulty accessing for maintenance.

The new stations will meet current capacity needs and provide for future expansion to meet anticipated growth. The existing pump station site does not provide the needed space for expansion, is difficult to access and creates a nuisance to traffic in the surrounding residential neighborhood.

As part of the project, HRSD will require 26 temporary and permanent easements. This acquisition site crosses through the City's Cyprus Park and will require closure of this park while construction is occurring. To lessen the temporary loss of this public park and in lieu of payment for the easement directly, HRSD will fund an ADA compliant park feature, clear an area for a future nature trail over our pipeline easement and fund the replacement of trees within the park. This subject easement acquisition cost is above the \$25,000 threshold as defined in HRSD's Policy and Guidelines and requires Commission approval.

Attachments: Attached is the draft [Purchase Agreement](#) which was approved by Suffolk during the December 7, 2022 City Council meeting. Upon both entities' approval, the final Deed will be reviewed by HRSD staff and real estate legal counsel before execution. A [map](#) is provided for clarification purposes.

Analysis of Cost: The cost for the easement is based on an appraisal by Brian Dundon & Associates. The total cost is the result of a negotiated settlement with the City of Suffolk for additional park amenities for the public.

TAX PARCEL NO.: 35E(A)N*H
PROJECT: Suffolk Pump Station Replacement Phase 1 (NP010610)
ROUTE/STREET: 2001 Arizona Avenue
CITY/COUNTY: Suffolk, VA

PURCHASE AGREEMENT

THIS CONTRACT FOR PURCHASE AND SALE, made this _____ day of _____ 2022, by and among **HAMPTON ROADS SANITATION DISTRICT** (“HRSD”), a political subdivision of the Commonwealth of Virginia, located at 1434 Air Rail Avenue, Virginia Beach, Virginia 23455 their successors and/or assigns (the “HRSD / Buyer”), and **CITY OF SUFFOLK**, an instrumentality of government created pursuant to the laws of the Commonwealth of Virginia, whose mailing address is 442 West Washington Street, Suffolk, VA 23434 (the “CITY / Landowner”). Collectively, Buyer and Landowner shall be referred to as the “Parties.”

WITNESSETH: That for and in consideration of ten dollars (\$10.00) and other valuable consideration, receipt of which is hereby acknowledged, Landowner agrees to convey to HRSD, its successors and assigns, forever, the perpetual right, privilege, easement and right of ingress/egress over, across under and through hereinafter described, for the purpose of laying, erecting, constructing, operating, and maintaining underground wastewater and/or water reuse force mains and/or gravity mains together with above and/or below ground equipment, accessories, and appurtenances the following described property of the Landowner, by deed of easement, properly executed, acknowledged, and delivered.

The land and improvements subject to this Purchase Agreement for a Permanent Utility Easement, Permanent Ingress/Egress Easement and Temporary Construction Easement (hereinafter referred to as "the Property") are described as follows:

Being as shown on attached plat prepared by Rouse-Sirine Associates, Ltd., entitled “PLAT SHOWING 30’ PERMANENT HRSD UTILITY EASEMENT, 25’ PERMANENT HRSD INGRESS/EGRESS EASEMENT AND VARIABLE WIDTH TEMPORARY HRSD CONSTRUCTION EASEMENT TO BE ACQUIRED FROM CITY OF SUFFOLK BY HAMPTON ROADS SANITATION DISTRICT” and dated October 1, 2020 and revised September 19, 2022 and containing 0.681 acre (29,644 square feet), more or less land for the proposed permanent HRSD utility easement, containing 0.081 acre (3,542 square feet), more or less land for the proposed permanent HRSD ingress/egress easement, and containing 0.569 acres (24,806 square feet) temporary HRSD construction easement; and conveyed to City of Suffolk, Virginia, pursuant to deed dated November 8, 1979 from School Board of the City of Suffolk which is recorded in the City of Suffolk Clerk’s Office in Deed Book 72, Page 29 on November 9, 1979. (Temporary construction easement will terminate at such time as the construction of the aforesaid project is complete).

Together with all and singular the buildings and improvements, tenements, hereditaments, rights, privileges, and appurtenances thereunto belonging or in anywise appertaining (the “Property”), a copy of which plat is attached hereto and made a part hereof.

The total consideration for the conveyance provided for herein is as follows:

CONSIDERATION: Terms in Exhibit A for the Property described hereinbefore and for all damages, if any.

The consideration hereinabove mentioned represents the value of all estates or interests in such land, and the damage to remaining lands of the Landowner which may result by reason of the use to which HRSD will put the land to be conveyed. The Landowner agrees to accept his legal proportionate share of such total consideration for his interest and right in the said land.

The Landowner hereby covenants and agrees for himself, his heirs and assigns and successors, that the consideration herein mentioned shall be in lieu of any and all claims to compensation and damages by reason of the location, construction and maintenance of the project by HRSD, including such drainage facilities as may be necessary.

The Landowner by execution of this instrument acknowledges that the plans for the aforesaid project as they affect the subject property have been fully explained to the undersigned.

HRSD or its contractor will restore Landowner's land and Parcel affected as a result of construction of the project as closely as is reasonably possible to its pre-construction condition (or better) upon completion of the Project including replacing with acceptable landscaping.

HRSD or its contractor hereby agrees that it will perform all such measures in a manner causing as little inconvenience and disruption to the Landowner, and Landowner's invitees, licensees and occupants as is reasonably possible.

HRSD shall have the right to trim, cut and remove trees, shrubbery or other obstructions which interfere with or threaten the efficient and safe construction, operation, and maintenance of said facilities. All brush, branches, and other debris resulting from any cutting, trimming, or clearing of said right of way shall be removed from lands of Landowner for disposal.

HRSD, or its agents, successors and assigns may exercise the unimpeded right to enter upon so much of the parcel or land needed for such purposes as may be necessary for the construction operation or maintenance of said facilities, and further provided that such use is not inconsistent with any laws, ordinances or codes pertaining to the construction, operation or maintenance of said facilities, without further notice to the Landowner. Landowner shall not place any permanent improvements within the easement without permission of Buyer, or its successors, including but not limited to houses, buildings, pools, sheds, signs, or similar permanent structures. Landowner may install fences, driveways, pavement and landscaping (trees and shrubs shall be varieties that will not exceed 20 feet tall at maturity).

Notwithstanding the above, should the property on which the aforesaid perpetual easement lies be subdivided, then the access rights to the easement as above enumerated shall be along the publicly dedicated streets within the said subdivision as far as practical, and then the access shall be on subdivided lots within the subdivision which shall efficiently provide access for the purposes of the Buyer as herein enumerated.

ETHICS IN PUBLIC CONTRACTING: By executing this Agreement, the undersigned Landowner 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.

Landowner acknowledges that HRSD has relied upon these covenants, representations, and warranties in purchasing the above easement.

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.

Settlement shall be within ninety (90) days, or as soon thereafter, allowing a reasonable time to correct any title defects reported by the title examiner and preparation and signing of the necessary documents to enable the HRSD to take proper title.

THE COVENANTS, AGREEMENTS, REPRESENTATIONS, WARRANTIES OF THE LANDOWNER CONTAINED IN THESE PARAGRAPHS SHALL SURVIVE THE CLOSING AND DELIVERY OF THE DEED OF EASEMENT ACROSS THE SUBJECT LAND.

WITNESS the following signatures and seals:

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 _____, 2022. This Agreement is expressly subject to approval by the HRSD Commission

BUYER:

HAMPTON ROADS SANITATION DISTRICT (HRSD)

By: _____ Date: _____

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

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

The foregoing instrument was acknowledged before me this ___ day of _____, 2022, by Jay Bernas, P.E., MBA, General Manager, Hampton Roads Sanitation District.

Notary Public

Notary Public Registration No. _____
My commission expires: _____

LANDOWNER(S):
City of Suffolk

BY: _____
(Signature)

ITS: _____
(Title)

COMMONWEALTH OF VIRGINIA

City/County of _____ to-wit:

The foregoing instrument was acknowledged before me this ___ day of _____, 2022, by
_____ (Name), _____ (Title).

Notary Public

Notary Public Registration No. _____

My commission expires: _____

EXHIBIT A

The Parties agree that the total consideration paid or contracted to be paid pursuant to this Agreement shall include:

- (1) Nature Trail Clearing – As part of the HRSD project, an area of trees will be removed to benefit a portion of a future City of Suffolk trail project connecting Virginia Avenue to the existing Cypress Park parking lot. This portion of the future trail area will be within the 30' permanent HRSD utility easement and shown on page 2 of the attached Exhibit entitled Cypress Park MOT.
 - a. After construction of the HRSD project, HRSD's contractor will place top soil and seed as ground cover allowing natural cover to retake the area to a more natural state.
 - b. After completion of the HRSD project, the Landowner will maintain the nature trail area.
- (2) Replacement Trees – HRSD will fund replacement of trees to be replanted within the City of Suffolk's Cypress Park limits with a not to exceed amount of \$10,000. The Landowner or their agent/contractor will be responsible for selecting, installing, and maintaining the replacement trees and shrubs after HRSD's project is completed. Trees and shrubs proposed along the extent of the 30' permanent HRSD utility easement shall be varieties that will not exceed 20' tall at maturity.
- (3) Pavement Restoration–In lieu of restoring the minimally disturbed pavement areas of construction and as a betterment for the City of Suffolk, HRSD's contractor will repave and restripe the entire parking lot as shown in Exhibit B.
- (4) Park Amenity: Consideration for this Agreement includes the following agreement between the City of Suffolk and HRSD: HRSD will fund up to but no more than \$198,455.05 (Quote No. SP113862-1, Sales Proposal dated 7/5/2022 and shown in Exhibit C) of the cost of the park amenity described (hereinafter "Park Amenity") and these funds will be allocated for the sole purpose of the City of Suffolk's acquisition of said Park Amenity; the Park Amenity is to be incorporated solely into and is for use only at the City of Suffolk's Cypress Park.
 - a. Any and all expenses and costs of or related to the aforesaid Park Amenity that exceed the amount listed in this item (4) above, will be the sole responsibility of the City of Suffolk.
 - b. The City of Suffolk will be responsible for paying for and managing the acquisition of permits and the equipment, the grading and site preparation, installation and related activities, inspection, insurance, studies, surveys, and any and all other requirements associated with the Park Amenity or the purchase and installation of the Park Amenity.
 - c. The City of Suffolk and HRSD agree that time is of the essence as to installation of the Park Amenity, and that if the purchase and installation of the Park Amenity is not complete within two years of completion of HRSD's project on this parcel, all funds referenced in this item (4) shall be forfeited by the City of Suffolk and returned to HRSD.

The City of Suffolk and HRSD agree that the consideration noted above is in excess of the appraised value, and that the City of Suffolk and HRSD agree that the consideration is sufficient, whether or not the funds for the Park Amenity are forfeited as specified in item (4)(c), above.

Sales Proposal







City of Suffolk
 Parks & Recreation
 Terry Barroner
 441 Market Street
 P.O. Box 1858
 Suffolk, 23439

Quote No. SP113862-1
 Customer No. 50036
 Document Date 07/05/2022
 Expiration Date 09/03/2022

Sales Representative Jim Konecny
 E-Mail JimKon@Kompan.com

Customer Ref. Cypress Park

Project Name US277725 Cypress Park Renovation

No.	Description	Qty	Unit	Unit Price	Discount %	Net Price
COR203301-1112	CONE TWISTER INCLUSIVE LIGHT BLUE - IN-GROUND	1	Pieces	19,120.00	10.00	17,208.00
						
M18701-12P	Ocean Seesaw In-ground 60cm	1	Pieces	6,780.00	10.00	6,102.00
						
KSW92009-0910	Swing, 8 ft H, 1 Shell Seat - Anthracite Legs In-ground 90cm	1	Pieces	5,800.00	10.00	5,220.00
						
PCE211931-0901	LHOTSE SKY - IN-GROUND	1	Pieces	44,100.00	10.00	39,690.00
						
ELE400158-3517E	Junior Spica - Red In-ground 70cm	1	Pieces	1,710.00	10.00	1,539.00
						
ELE400024-3717BL	Spinner Bowl - Blue In-ground 90cm	1	Pieces	1,400.00	10.00	1,260.00
						



Sales Proposal

City of Suffolk
Parks & Recreation
Terry Barroner
441 Market Street
P.O. Box 1858
Suffolk, 23439

Quote No. SP113862-1
Customer No. 50036
Document Date 07/05/2022
Expiration Date 09/03/2022

Sales Representative Jim Konecny
E-Mail JimKon@Kompan.com

Customer Ref. Cypress Park

Project Name US277725 Cypress Park Renovation

No.	Description	Qty Unit	Unit Price	Discount %	Net Price
US-CUSTOM-INSTALL	Installation of Custom Products, TPP or Surfacing 1. Offload and Install Kompan Equipment - a. Cone Twister, Seesaw, Two Bay swing, PCE211931, One spinner bowl, One Spica	1 Pieces	35,278.00	20.00	28,222.40
US-CUSTOM-SURFACING	Surfacing per SF FURNISH & INSTALL 3,880 SF PIP SURFACING Color: TBD 50/50 Standard Color; Depths per Attached Breakout FURNISH & INSTALL 4" COMPACTED STONE BASE	1 Sq. Feet	107,446.00	20.00	85,956.80
US-EXCAVATION	Excavation of area in SF up to "thickness" 1. Excavate site down 8-9" so PIP is flush with grass at end	1 Sq. Feet	10,615.00	20.00	8,492.00
FREIGHT	Freight	1 Pieces	4,764.85		4,764.85

Description	Qty	Retail Price	Discount	Net Price
No. of Products	6			
Subtotal - Products		78,910.00	7,891.00	71,019.00
Subtotal - Sitework		10,615.00	2,123.00	8,492.00
Subtotal - Surfacing		107,446.00	21,489.20	85,956.80
Subtotal - Installation		35,278.00	7,055.60	28,222.40
Subtotal - Freight		4,764.85		4,764.85
Total USD				198,455.05

Business Agreement OMNIA Partners Contract
Payment Terms 50% Prepayment, 50% Net 30 days



Sales Proposal

City of Suffolk
Parks & Recreation
Terry Barroner
441 Market Street
P.O. Box 1858
Suffolk, 23439

Quote No. SP113862-1
Customer No. 50036
Document Date 07/05/2022
Expiration Date 09/03/2022

Sales Representative Jim Konecny
E-Mail JimKon@Kompan.com

Customer Ref. Cypress Park

Project Name US277725 Cypress Park Renovation

Note that the color and texture of products and surfacing made with recycled content are subjected by the differences from the used recycled raw materials. Therefore, minor differences in the appearance and texture can occur.

Applicable sales tax will be added unless a valid tax exemption certificate is provided. This amount is only an estimate of your tax liability.

Your acceptance of this proposal constitutes a valid order request and includes acceptance of terms and conditions contained within the Master Agreement, which is hereby acknowledged.

Acceptance of this proposal from KOMPAN is acknowledged by issuance of an order confirmation by an authorized KOMPAN representative.

Prices in this quotation are good until expiration date, shown in the top of this document. After that date, this proposal may be withdrawn.

KOMPAN Products are "Buy American" qualified, and compliant with the Buy American Act of 1933 and the "Buy American" provision of ARRA of 2009.

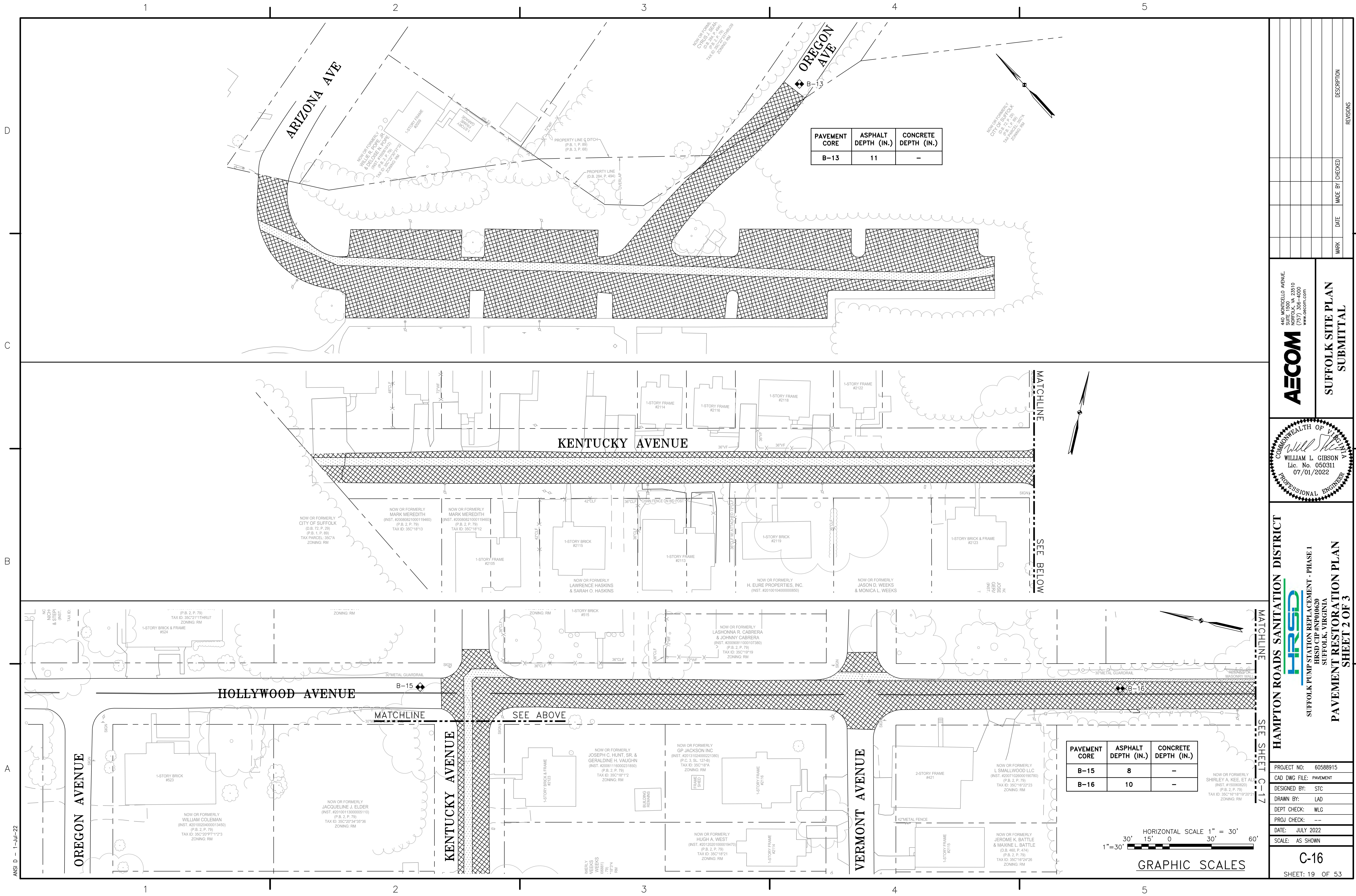
Prevailing Wage and Payment & Performance Bonds are not included unless stated in body of Sales Proposal. If Payment & Performance Bonds are needed, add 2.2% of the entire sales proposal.

KOMPAN Authorized Signature:

Accepted By (signature): _____

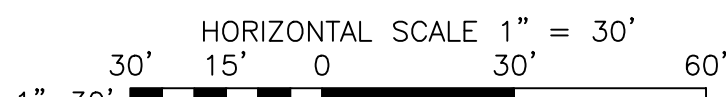
Accepted By (please print): _____

Date: _____



PAVEMENT CORE	ASPHALT DEPTH (IN.)	CONCRETE DEPTH (IN.)
B-13	11	-

PAVEMENT CORE	ASPHALT DEPTH (IN.)	CONCRETE DEPTH (IN.)
B-15	8	-
B-16	10	-



GRAPHIC SCALES

MARK	DATE	MADE BY	CHECKED	DESCRIPTION

AECOM
 415 MONTELEONE AVENUE
 SUITE 1500
 NORFOLK, VA 23510
 (757) 306-4000
 www.aecom.com

SUFFOLK SITE PLAN SUBMITTAL

COMMONWEALTH OF VIRGINIA
William L. Gibson
 WILLIAM L. GIBSON
 Lic. No. 050311
 07/01/2022
 PROFESSIONAL ENGINEER

HRSD
 HAMPTON ROADS SANITATION DISTRICT
 SUFFOLK PUMP STATION REPLACEMENT - PHASE 1
 HRSD CIP #P010620
 SUFFOLK, VIRGINIA

PAVEMENT RESTORATION PLAN SHEET 2 OF 3

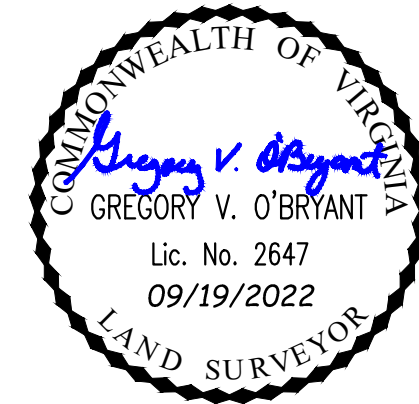
PROJECT NO:	60588915
CAD DWG FILE:	PAVEMENT
DESIGNED BY:	STC
DRAWN BY:	LAD
DEPT CHECK:	WLG
PROJ CHECK:	--
DATE:	JULY 2022
SCALE:	AS SHOWN

C-16
 SHEET: 19 OF 53

ANSI D - 1 - JUN-22

PROJECT PARCEL NO. 005 HRSD CIP#NP010620 – SHINGLE CREEK

PROPERTY OF: CITY OF SUFFOLK
 PROPERTY ADDRESS: 2001 ARIZONA AVENUE
 OWNER ADDRESS: 530 E. PINNER STREET SUFFOLK, VA 23434
 TAX MAP #: 35C*A



AREA TABLE										
TAX MAP NO.	TOTAL PARCEL AREA		30' PERMANENT HRSD UTILITY EASEMENT		VARIABLE WIDTH TEMPORARY HRSD CONSTRUCTION EASEMENT			25' PERMANENT HRSD INGRESS/ EGRESS EASEMENT		
	SQ. FT.	ACRES	SQ. FT.	ACRES	AREA	SQ. FT.	ACRES	AREA	SQ. FT.	ACRES
35C*A	1,550,736 +/-	35.6 +/-	29,644	0.681	"A"	1,304	0.030	"E"	696	0.016
					"B"	10,716	0.246			
					"C"	4,898	0.112			
					"D"	7,888	0.181			
					TOTAL	24,806	0.569	TOTAL	3,542	0.081

NOTES:

- MERIDIAN SOURCE WAS BASED ON VIRGINIA STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (NAD83(HARN)). COORDINATE VALUES ARE SHOWN IN U.S. SURVEY FEET.
- THIS PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT AND THEREFORE MAY NOT SHOW ALL EASEMENTS OR PROPERTY REFERENCES THAT AFFECT THIS PROPERTY.
- THIS SURVEY DOES NOT CONSTITUTE A BOUNDARY SURVEY. PARCEL AREAS SHOWN ARE APPROXIMATE AND BASED ON PLATS AND DEEDS OF RECORD, OR CITY TAX RECORDS AND ARE APPROXIMATE IN NATURE.

**30' PERMANENT HRSD UTILITY EASEMENT,
 25' PERMANENT HRSD INGRESS/ EGRESS EASEMENT
 AND VARIABLE WIDTH TEMPORARY HRSD
 CONSTRUCTION EASEMENT**

TO BE ACQUIRED FROM
CITY OF SUFFOLK

BY
HAMPTON ROADS SANITATION DISTRICT

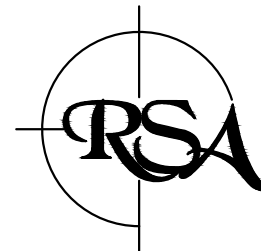
SUFFOLK BOROUGH - CITY OF SUFFOLK, VIRGINIA
 PROJECT: HRSD CIP#NP010620 - SHINGLE CREEK
 SCALE: 1" = 50' DATE : OCTOBER 1, 2020 / CADD: SRE

ROUSE-SIRINE ASSOCIATES, LTD.

LAND SURVEYORS, MAPPING CONSULTANTS & S.U.E. QUALITY LEVELS "A-D"
 www.rouse-sirine.com

333 OFFICE SQUARE LANE
 VIRGINIA BEACH, VIRGINIA 23462
 TEL.(757)490-2300
 FAX:(757)499-9136

1311 JAMESTOWN ROAD
 SUITE 103
 WILLIAMSBURG, VIRGINIA 23185
 TEL.(757)903-4695

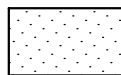


11/13/2020	08/16/2021	06/22/2022	06/29/2022	09/19/2022
1 PERM. & TEMP. ESMT CHANGE	2 REMOVE RESIDUAL AREA	3 PERM. & TEMP. ESMT CHANGE	4 INGRESS / EGRESS ESMT	5 CITY COMMENTS

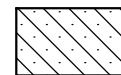
LEGEND



30' PERMANENT HRSD UTILITY EASEMENT TO BE ACQUIRED



VARIABLE WIDTH TEMPORARY HRSD CONSTRUCTION EASEMENT TO BE ACQUIRED



25' PERMANENT HRSD INGRESS/EGRESS EASEMENT TO BE ACQUIRED

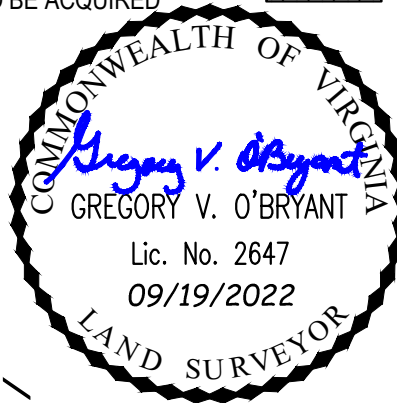
NOW OR FORMERLY
CSX TRANSPORTATION, INC.
(FORMERLY KNOWN AS ATLANTIC COAST LINE RAILROAD)
(NO REFERENCE)
TAX MAP: 44*X*1

ALABAMA AVENUE
(30' RIGHT-OF-WAY)
(UNIMPROVED)

NOW OR FORMERLY
TAVORIA DILLARD
(INST. #050002073)
(P.B. 2, P. 79)
TAX MAP: 35C*24*31*32*33
VARIABLE WIDTH TEMPORARY
HRSD CONSTRUCTION
EASEMENT TO BE ACQUIRED
AREA "A" = 1,304 S.F. /
0.030 ACRE

ARIZONA AVENUE
(50' RIGHT-OF-WAY)
25' PERMANENT HRSD INGRESS/EGRESS
EASEMENT TO BE ACQUIRED
AREA "E" = 696 S.F. / 0.016 ACRE

NOW OR FORMERLY
DELOISE N. POPE
(INST. #200001346)
(INST. #150061912)
(P.B. 2, P. 79)
TAX MAP: 35C*22*30*31*32
VARIABLE WIDTH TEMPORARY
HRSD CONSTRUCTION
EASEMENT TO BE ACQUIRED
AREA "C" = 4,898 S.F. / 0.112 ACRE



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N42°18'08"E	30.00'
L2	N40°40'28"E	24.88'
L3	S40°40'28"W	30.81'
L4	S13°08'33"W	32.24'

005

PLAT SHOWING
30' PERMANENT HRSD UTILITY EASEMENT,
25' PERMANENT HRSD INGRESS/ EGRESS
EASEMENT AND
VARIABLE WIDTH TEMPORARY HRSD
CONSTRUCTION EASEMENT
TO BE ACQUIRED FROM
CITY OF SUFFOLK

BY
HAMPTON ROADS SANITATION DISTRICT

SUFFOLK BOROUGH - CITY OF SUFFOLK, VIRGINIA
PROJECT: HRSD CIP#NP010620 - SHINGLE CREEK
SCALE: 1" = 50' DATE: OCTOBER 1, 2020 / CADD: SRE

ROUSE-SIRINE ASSOCIATES, LTD.

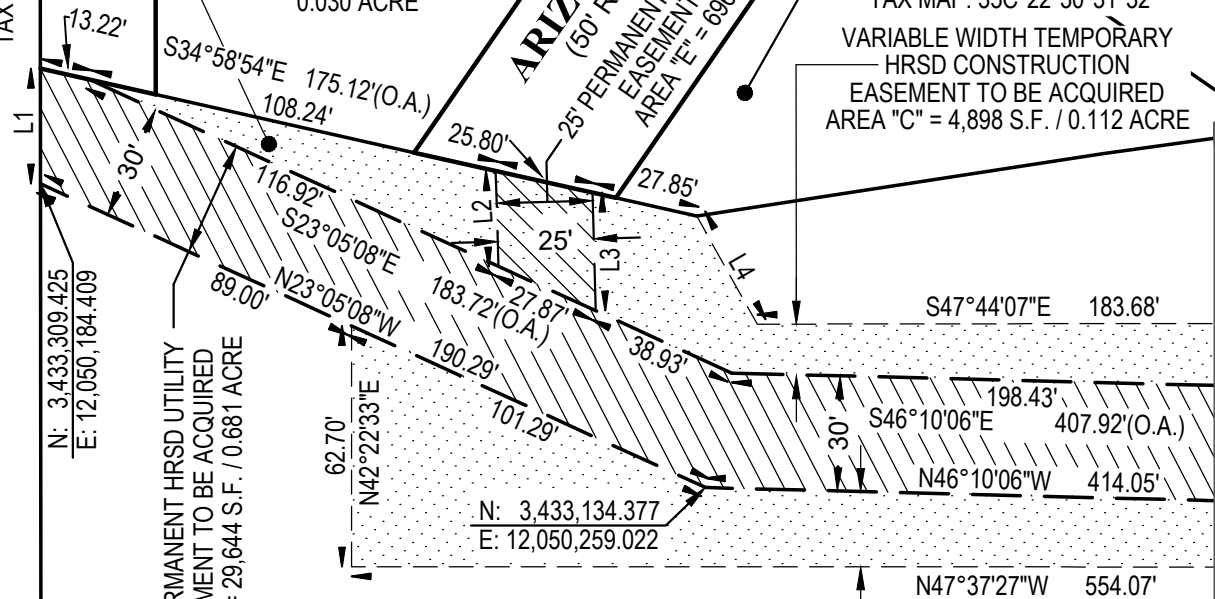
LAND SURVEYORS, MAPPING CONSULTANTS & S.U.E. QUALITY LEVELS "A-D"

www.rouse-sirine.com

333 OFFICE SQUARE LANE 1311 JAMESTOWN ROAD
VIRGINIA BEACH, VIRGINIA 23462 SUITE 103
TEL:(757)490-2300 WILLIAMSBURG, VIRGINIA 23185
FAX:(757)499-9136 TEL:(757)903-4695

0 25 50 100 150 FEET

GRAPHIC SCALE



MATCHLINE - SEE SHEET 3

005
PROPERTY OF
CITY OF SUFFOLK
(D.B. 72, P. 29)
(P.B. 1, P. 89)
TAX MAP: 35C*A

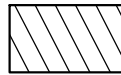
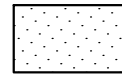
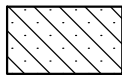


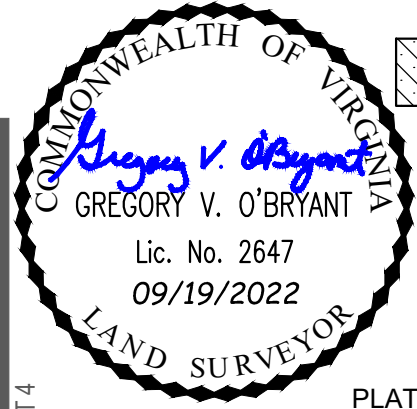
SEE SHEET 1 FOR ALL NOTES AND AREA TABLE.

11/13/2020	08/16/2021	06/22/2022	06/29/2022	09/19/2022
1 PERM. & TEMP. ESMT CHANGE	2 REMOVE RESIDUAL AREA	3 PERM. & TEMP. ESMT CHANGE	4 INGRESS / EGRESS ESMT	5 CITY COMMENTS

CURVE TABLE						
CURVE	ARC LENGTH	RADIUS	DELTA	TANGENT	CHORD BEARING	CHORD
C1	287.44'	289.70'	56°50'55"	156.80'	S74°35'34"E	275.79'
C2	47.41'	289.70'	09°22'33"	23.76'	S50°51'23"E	47.35'
C3	240.03'	289.70'	47°28'22"	127.39'	S79°16'50"E	233.23'
C4	317.20'	319.70'	56°50'55"	173.04'	N74°35'34"W	304.35'
C5	269.08'	319.70'	48°13'23"	143.09'	N78°54'19"W	261.20'
C6	48.13'	319.70'	08°37'31"	24.11'	N50°28'52"W	48.08'

LEGEND

-  30' & 25' PERMANENT HRSD UTILITY EASEMENT TO BE ACQUIRED
-  VARIABLE WIDTH TEMPORARY HRSD CONSTRUCTION EASEMENT TO BE ACQUIRED
-  25' PERMANENT HRSD INGRESS/ EGRESS EASEMENT TO BE ACQUIRED



LINE TABLE		
LINE	BEARING	DISTANCE
L5	S42°24'26"W	64.07' N.R.

NOW OR FORMERLY
ANGELA REDDIX
(INST. #210014543) (P.B. 2, P. 79)
TAX MAP: 35C*22*33THRU39

NOW OR FORMERLY
MSQUARED
DEVELOPMENT LLC
(INST. #210021798)
(P.B. 12, P. 302) (P.B. 2, P. 79)
TAX MAP: 35C*20*B

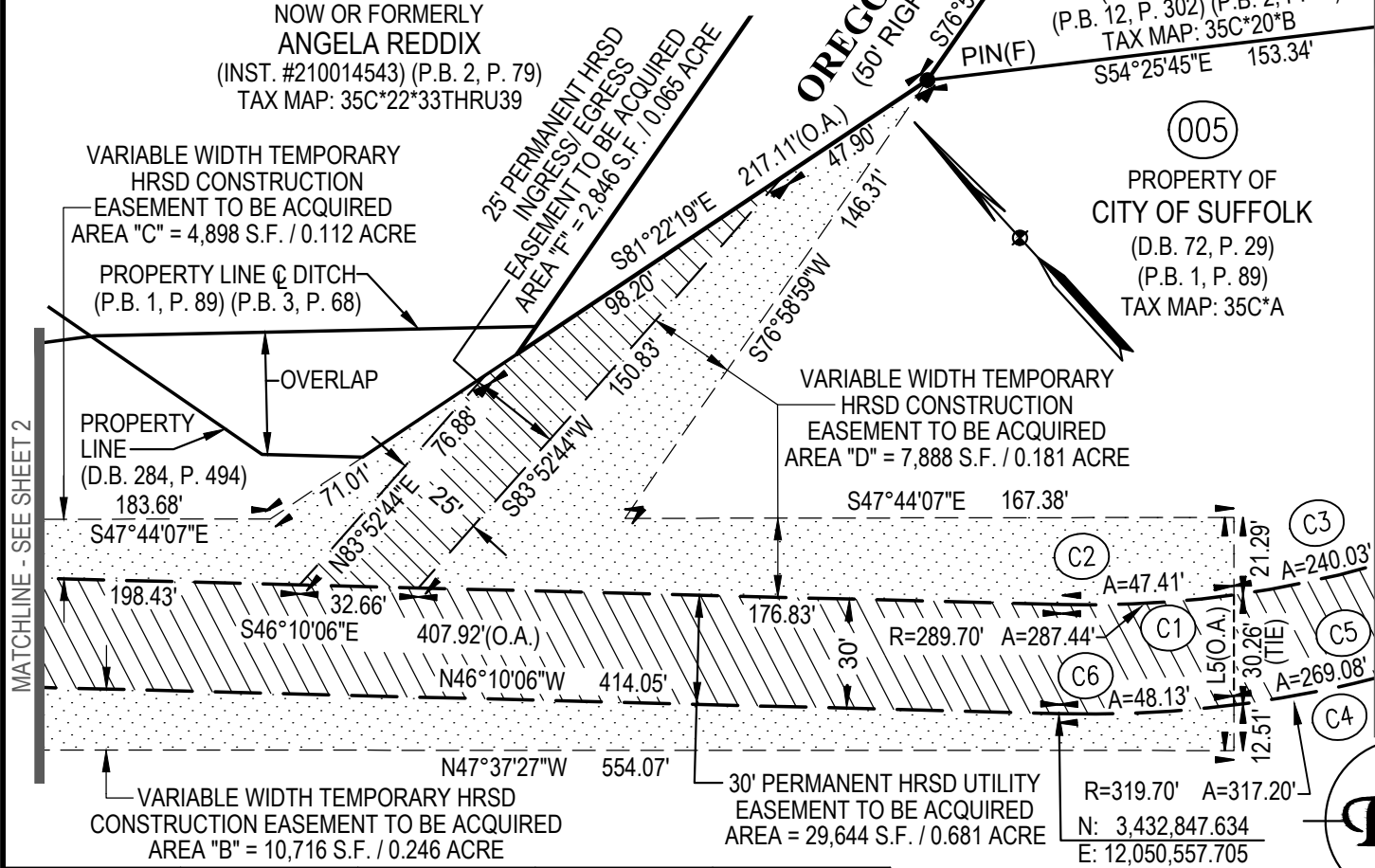
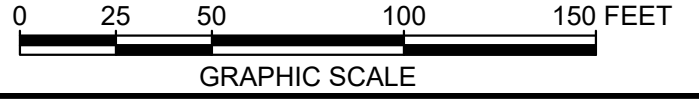
PROPERTY OF
CITY OF SUFFOLK
(D.B. 72, P. 29)
(P.B. 1, P. 89)
TAX MAP: 35C*A

PLAT SHOWING
30' PERMANENT HRSD UTILITY EASEMENT,
25' PERMANENT HRSD INGRESS/
EGRESS EASEMENT AND
VARIABLE WIDTH TEMPORARY HRSD
CONSTRUCTION EASEMENT
TO BE ACQUIRED FROM
CITY OF SUFFOLK
BY
**HAMPTON ROADS
SANITATION DISTRICT**

SUFFOLK BOROUGH - CITY OF SUFFOLK, VIRGINIA
PROJECT: HRSD CIP#NP010620 - SHINGLE CREEK
SCALE: 1" = 50' DATE: OCTOBER 1, 2020 / CADD: SRE

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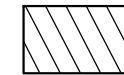
333 OFFICE SQUARE LANE 1311 JAMESTOWN ROAD
VIRGINIA BEACH, VIRGINIA 23462 SUITE 103
TEL.(757)490-2300 WILLIAMSBURG, VIRGINIA 23185
FAX:(757)499-9136 TEL.(757)903-4695



11/13/2020	08/16/2021	06/22/2022	06/29/2022	09/19/2022
1	2	3	4	5
PERM. & TEMP. ESMT CHANGE	REMOVE RESIDUAL AREA	PERM. & TEMP. ESMT CHANGE	INGRESS / EGRESS ESMT	CITY COMMENTS

SEE SHEET 1 FOR ALL NOTES AND AREA TABLE.

LEGEND



30' & 25' PERMANENT HRSD UTILITY EASEMENT TO BE ACQUIRED

SEE SHEET 1 FOR ALL NOTES AND AREA TABLE.

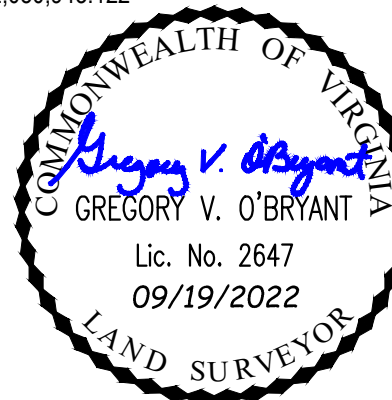
NOW OR FORMERLY
MSQUARED
DEVELOPMENT LLC
(INST. #210021798)
(P.B. 12, P. 302)
(P.B. 2, P. 79)
TAX MAP: 35C*20*B

NOW OR FORMERLY
JACKSON PROPERTY
MANAGEMENT, LLC
(INST. #20110303000037970)
(P.B. 2, P. 79)
TAX MAP: 35C*20*21*22*23

NOW OR FORMERLY
MARK MEREDITH
(INST. #20080821000119460)
(P.B. 2, P. 79)
N: 3,432,788.042
E: 12,050,943.122

005
PROPERTY OF
CITY OF SUFFOLK
(D.B. 72, P. 29)
(P.B. 1, P. 89)
TAX MAP: 35C*A

005
PLAT SHOWING
30' PERMANENT HRSD
UTILITY EASEMENT,
25' PERMANENT HRSD INGRESS/
EGRESS EASEMENT AND
VARIABLE WIDTH TEMPORARY HRSD
CONSTRUCTION EASEMENT
TO BE ACQUIRED FROM
CITY OF SUFFOLK



30' PERMANENT HRSD UTILITY
EASEMENT TO BE ACQUIRED
AREA = 29,644 S.F. / 0.681 ACRE

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BY
HAMPTON ROADS SANITATION DISTRICT

SUFFOLK BOROUGH - CITY OF SUFFOLK, VIRGINIA
PROJECT: HRSD CIP#NP010620 - SHINGLE CREEK
SCALE: 1" = 50' DATE : OCTOBER 1, 2020 / CADD: SRE

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LAND SURVEYORS, MAPPING CONSULTANTS & S.U.E. QUALITY LEVELS "A-D"
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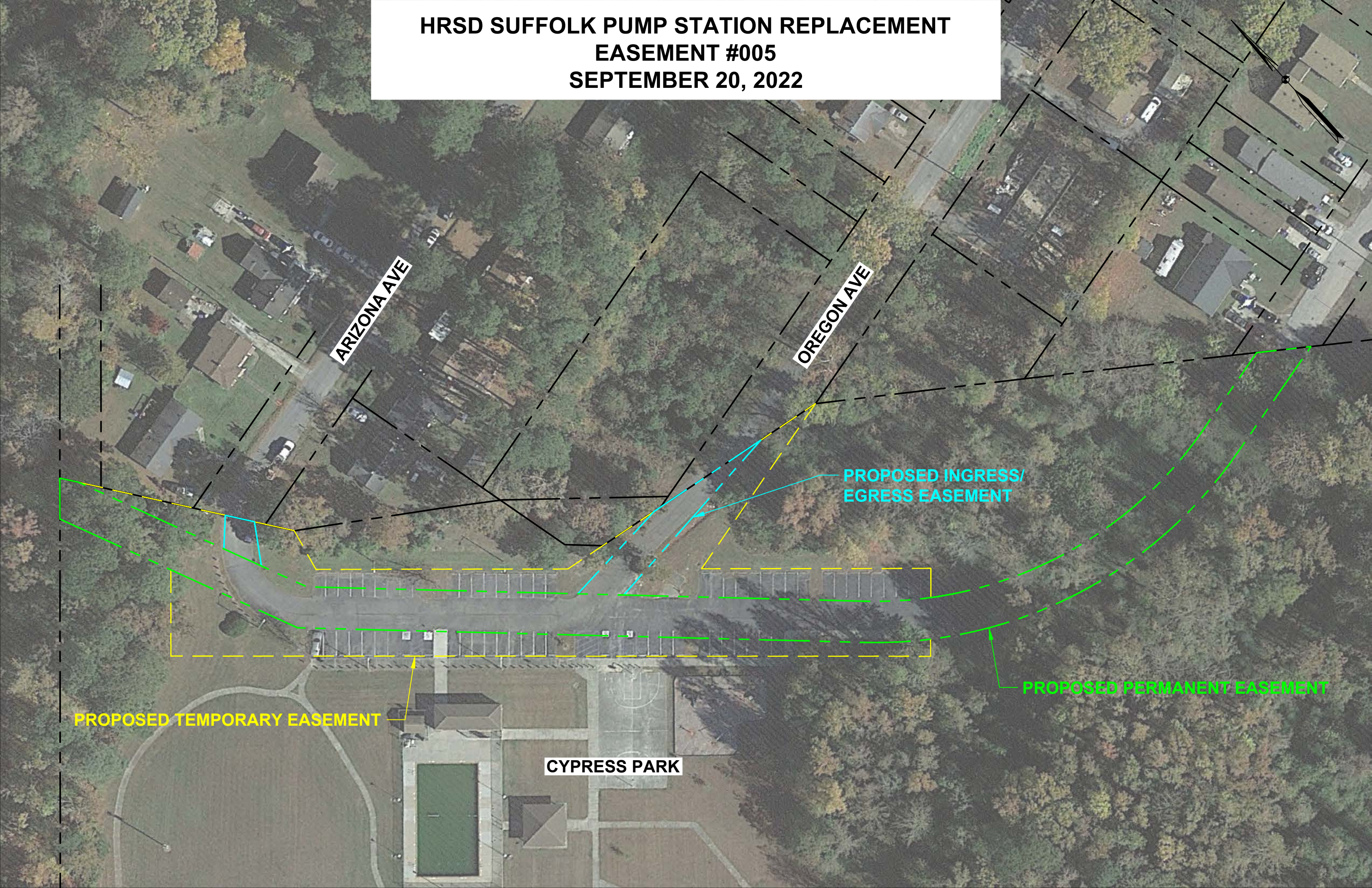
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VIRGINIA BEACH, VIRGINIA 23462 SUITE 103
TEL:(757)490-2300 WILLIAMSBURG, VIRGINIA 23185
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GRAPHIC SCALE

11/13/2020	08/16/2021	06/22/2022	06/29/2022	09/19/2022
1 PERM. & TEMP. ESMT CHANGE	2 REMOVE RESIDUAL AREA	3 PERM. & TEMP. ESMT CHANGE	4 INGRESS / EGRESS ESMT	5 CITY COMMENTS

**HRSD SUFFOLK PUMP STATION REPLACEMENT
EASEMENT #005
SEPTEMBER 20, 2022**



ARIZONA AVE

OREGON AVE

**PROPOSED INGRESS/
EGRESS EASEMENT**

PROPOSED PERMANENT EASEMENT

PROPOSED TEMPORARY EASEMENT

CYPRESS PARK

AGENDA ITEM 15. – December 20, 2022

Subject: Boat Harbor Pump Station Land Acquisition
Acquisition of Real Property for a Public Purpose
1201 Terminal Avenue, Newport News
Agreement Amendment

Recommended Action: Approve Amendment Number 4 to the Purchase, Sale, and Cost Sharing Option Agreement dated December 30, 2021, and authorize the General Manager to execute same, substantially as presented, together with such changes, modifications, and deletions as the General Manager may deem necessary.

CIP Project: GN016345

Regulatory Requirement: Integrated Plan – SWIFT

Project Description: HRSD will close the Boat Harbor Treatment Plant in Newport News to further reduce nutrients discharged to the James River Basin, which will support local water quality and Chesapeake Bay restoration. Property near the Boat Harbor Treatment Plant has been identified upon which a new pump station and equalization storage will be constructed.

At the November 23, 2021 Commission meeting the General Manager was authorized to enter into a [Purchase, Sale, and Cost Sharing Option Agreement with River Port LLC \(DBA S23\)](#) for the purchase of a 4.7-acre portion of 1201 Terminal Avenue, Newport News. This Agreement was executed on December 30, 2021. At the January 25, 2022 Commission meeting [Amendment Number 1](#) to this Agreement was approved. [Amendment Number 2](#), dated May 5, 2022, extended the dates required for Stormwater Plan and Subdivision Plat submittals. At the November 22, 2022 Commission meeting [Amendment Number 3](#), which refined easement descriptions and modified the cost-sharing terms for the design and construction of the Stormwater System, was approved.

Section 3 of the Agreement contemplates that a Declaration will be executed and recorded at the Closing. For various reasons, including the fact that the site plan for the Stormwater Management System has not been approved by the City of Newport News, the Declaration has not been finalized. [Amendment Number 4](#) allows for Closing to proceed and memorializes the respective obligations to complete, execute, and record the Declaration following the Closing. Amendment Number 4 does not change the cost associated with executing the Agreement. The Amendment has been reviewed by HRSD staff and legal counsel.

**FOURTH AMENDMENT TO PURCHASE,
SALE, AND COST SHARING OPTION AGREEMENT**

THIS FOURTH AMENDMENT TO PURCHASE, SALE, AND COST SHARING OPTION AGREEMENT (this "Amendment") made this 12th day of December, 2022, by and between **RIVER PORT, LLC**, a Virginia limited liability company, hereinafter referred to as "Seller," and **HAMPTON ROADS SANITATION DISTRICT**, a political subdivision of the Commonwealth of Virginia ("HRSD"), as purchaser (collectively, the "Parties").

RECITALS

- A. The Parties entered into a certain Purchase, Sale, and Cost Sharing Option Agreement dated as of December 30, 2021 (as amended the "Agreement") setting forth the terms and conditions on which HRSD has agreed to purchase, and Seller has agreed to sell, approximately 4.7 acres of land designated and defined as the "Property" in the Agreement. The parties have executed three amendments to the Agreement, one dated January 25, 2022, the second dated May 5, 2022, and the third dated November 22, 2022.
- B. Section 3 of the Agreement provides that the Parties will enter into the "Declaration" (as defined in the Agreement) that will create certain easements that will benefit the Property and burden the Retained Property and others that will benefit the Retained Property and burden the Property. Section 3 of the Agreement contemplates that the Declaration will be executed and recorded at the Closing.
- C. For various reasons, including the fact that the site plan for the Stormwater Management System has not been approved by the City of Newport News, the Declaration has not been finalized and the Parties have nevertheless agreed to proceed to the Closing and to memorialize the respective obligations to complete, execute, and record the Declaration following the Closing.

NOW, THEREFORE, the Parties hereby agree as follows:

- 1. **DEFINED TERMS**. Except as otherwise defined herein, all capitalized terms used in this Amendment shall have the same meanings given to such terms in the Agreement. All references in the Agreement or this Amendment to the "Agreement" shall mean the Agreement, as amended by this Amendment.
- 2. **AMENDMENT**. The Agreement is hereby amended as follows:

The Parties agree that each of them shall be obligated to complete, execute, and record the Declaration following the Closing and shall use commercially reasonable efforts to do so in an expedited manner, taking into account the requirement for any municipal approvals for the location of any of the easements to be created by the Declaration. In all events, the Declaration shall be completed, executed and recorded on or before _____, 2023. The foregoing obligations shall survive the Closing and may be enforced by either party by specific enforcement. HRSD shall be obligated to cause to be professionally prepared, at its own cost and expense, drawings to

be attached to the Declaration, suitable for recording, that show the location and dimensions of all of the ingress/egress and temporary construction easements. Seller shall be obligated to cause to be professionally prepared, at its own cost and expense, drawings to be attached to the Declaration, suitable for recording, that show the location and dimensions of all of the easement(s) relating to stormwater drainage and/or the Stormwater Management Facility.

3. **CONTINUING VALIDITY.** Subject to the modifications set forth herein, the Agreement remains in full force and effect.
4. **GOVERNING LAW.** This Amendment shall be governed by, and construed in accordance with, the internal laws of the Commonwealth of Virginia.

SELLER:

RIVER PORT, LLC,
a Virginia limited liability company

By: _____
Jorge L. Rivera, Manager

COMMONWEALTH OF VIRGINIA

AT LARGE, to-wit:

The foregoing instrument was acknowledged before me in the City of _____, Virginia, this ____ day of December, 2022, by Jorge L. Rivera, Manager of River Port, LLC. He is personally known to me or has produced _____ as identification.

Notary Public

My commission expires: _____

Notary registration number: _____

HRSD:

HAMPTON ROADS SANITATION DISTRICT

By: _____
Jay A. Bernas, PE
HRSD General Manager

COMMONWEALTH OF VIRGINIA

AT LARGE, to-wit:

The foregoing instrument was acknowledged before me in the City of Virginia Beach, Virginia, this _____ day of December, 2022, by Jay A. Bernas, General Manager of Hampton Roads Sanitation District. He is personally known to.

Notary Public

My commission expires: _____

Notary registration number: _____

AGENDA ITEM 16. – December 20, 2022

Subject: Unfinished Business

AGENDA ITEM 17. – December 20, 2022

Subject: New Business

AGENDA ITEM 18. – December 20, 2022

Subject: Commissioner Comments

AGENDA ITEM 19. – December 20, 2022

Subject: Public Comments Not Related to Agenda

AGENDA ITEM 20. – December 20, 2022

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) [Wastewater Surveillance Data](#)
 - (10) [Report of Internal Audit Activities](#)
- b. [Strategic Planning Metrics Summary](#)



December 14, 2022

Re: General Manager's Report

Dear Commissioners:

We were notified by DEQ that we were awarded \$31.5 million in American Rescue Plan Act (ARPA) grant funds for our two full-scale SWIFT facilities. This represents almost a third of the available funds.

HRSD recently contacted EPA requesting several adjustments to Consent Decree requirements. The requested adjustments include schedule extensions and scope modifications for select Rehab Action Plan projects which have seen extraordinary cost increases necessitating redesign; challenges with locality approvals or property acquisition, and a refining of needs based on updated condition data. HRSD also requested that several High Priority Projects be swapped between Round 1 and Round 2 to deliver additional wet weather capacity more cost effectively.

As part of our Strategic Plan, HRSD is launching a new customer survey to help us understand what our customers know about HRSD and what they are interested in. We are planning to use this data as a baseline for our branding strategy and to help us determine what should be in our Annual Report.

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

A. **Treatment Compliance and System Operations:** November was a relatively quiet month as all plants met permit. There was one Sanitary Sewer Overflow (SSOs) at our Main Street pump station in King William County due to a mechanical failure.

Staff held a successful job fair on both shores. There was a total of 70 attendees and 40 contingent job offers made.

B. **Water Quality:** No civil penalties this month.

C. **Internal Communications:** I participated in the following meetings/activities with HRSD personnel:

1. General Manager briefing to North Shore Electrical & Instrumentation
2. General Manager briefing to South Shore Electrical & Instrumentation
3. Discussed vision with new Director of Water Quality
4. Met with staff on "*What, When and How*" to close a treatment plant when a hurricane strike is imminent. A small team was created to update our existing procedures.

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

Commissioners: Stephen C. Rodriguez, Chair • Frederick N. Elofson, CPA, Vice-Chair • Vishnu K. Lakdawala, PhD
Michael E. Glenn • Willie Levenston, Jr. • Elizabeth A. Taraski, PhD • Nancy J. Stern • Ann W. Templeman
www.hrsd.com

- D. **External Communications:** I participated in the following meetings/activities:
1. Attended the NACWA Board meeting
 2. Attended the November Hampton Roads Planning District Commission meeting as they presented the latest status for the Chesapeake Bay Nutrient Reduction program and HRSD's role
 3. Staff provided a tour and presented our Boat Harbor and Nansemond Treatment Plant projects to the Virginia Marine Resources Commission (VMRC) staff on November 29. Unfortunately, the VMRC Commissioner could not attend due to a family emergency.
- E. **Strategic Plan:** On November 9, the fifth Strategic Planning workshop was held to develop the Action Items (see below). We will prioritize action items and develop key performance indicators at the next workshop on December 8.



Thanks for your continued dedicated service to HRSD, the Hampton Roads region, the Commonwealth, and the environment. **I look forward to seeing you in person in Virginia Beach at 9 am on Tuesday, December 20, 2022.**

Respectfully submitted,

Jay Bernas, P.E.
General Manager

TO: General Manager
FROM: Director of Communications
SUBJECT: Monthly Report for November 2022
DATE: December 12, 2022

A. Publicity and Promotion

1. HRSD and/or SWIFT were mentioned or featured in 106 news stories or media/social media mentions (19 directly related to HRSD/SWIFT; remaining are HRSD mentions related to Ted Henifin’s role as third-party administrator at Jackson Water). Of those directly about HRSD and/or SWIFT, topics that included:
 - a. Wastewater testing for COVID, influenza and monkey pox
 - b. Woodstock Park receives Best New Facility award
 - c. House Passage of Historic Bipartisan NDAA (allows for HRSD access road at Atlantic Treatment Plant)
 - d. Fitch Affirms HRSD ratings at ‘AA+/AA’
2. Analysis of media coverage (NOTE: negative sentiment is not directly related to HRSD, but rather the situation in Jackson, MS)

What are the key results for the timeframe?

Mentions

Compared to last period

481

↑ 58%

Total Potential News Reach

Compared to last period

969M

↑ 311%

Sentiment

Compared to last period

-83

↓ 8400%

What is the top performing news content?

Top Article by Reach



178M Reach Social Echo Neutral

MSN.com · Murjani Rawls
 Editorial | US | Nov 30 · 1:30 PM
The DOJ Is Requesting A Manager Oversee the Jackson, Mississippi Water Crisis Response
 ... "Ted" Henifin, who was previously general manager of the **Hampton Roads Sanitation District** in Virginia

Top Article by Reach and Volume



178M Reach Social Echo Neutral

MSN.com · EMILY WAGSTER PETTUS, MIC...
 Editorial | US | Nov 29 · 2:32 PM
US taps interim manager for struggling Jackson water system
 ... professional engineer who served 15 years as general manager of the **Hampton Roads Sanitation District** in Virginia. Before that, he serve...

Top Article by Social Echo



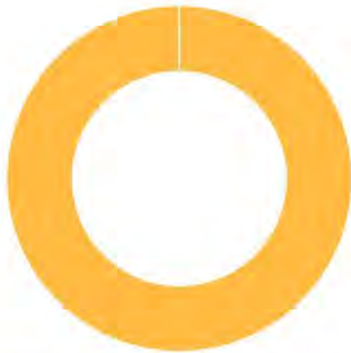
31.6M Reach Social Echo Negative

Associated Press · EMILY WAGSTER PETTU...
 Editorial | US | Nov 29 · 2:32 PM
Justice Department intervenes for struggling water system
 ... professional engineer who served 15 years as general manager of the **Hampton Roads Sanitation District** in Virginia. Before that, he serve...

What is the potential reach? (969 million)

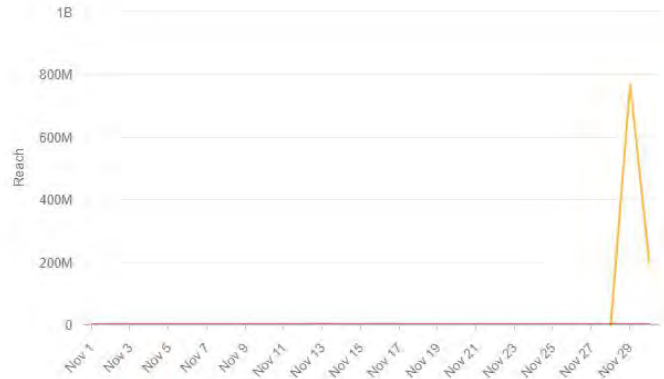
Share of Voice by Reach

23 / 50



- Sustainable Water Initiative for Tomorrow | Social
- Hampton Roads Sanitation | News
- Hampton Roads Sanitation | Social

Potential News Reach



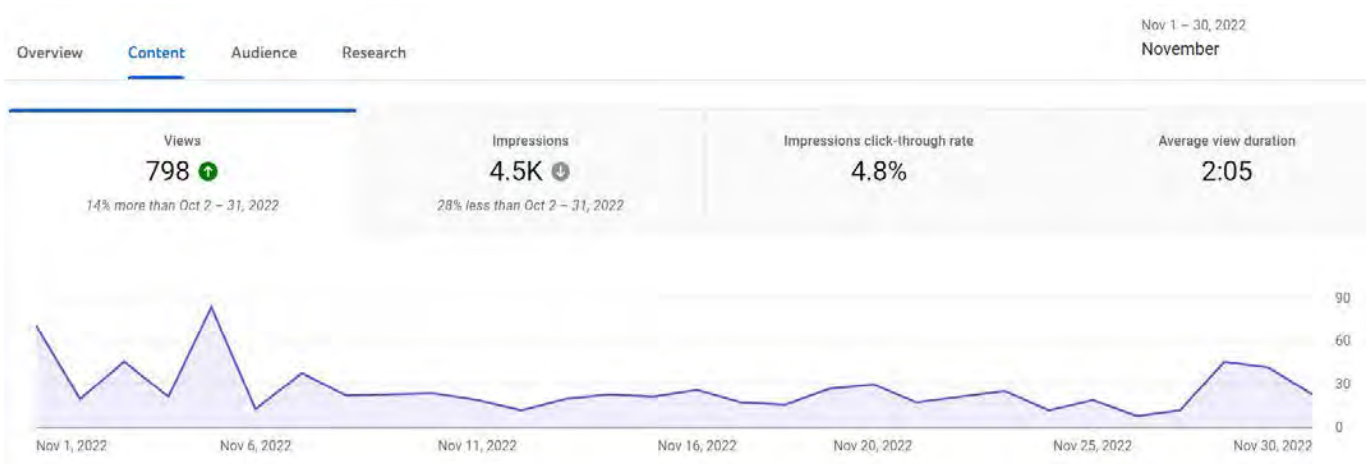
- Sustainable Water Initiative for Tomorrow | Social
- Hampton Roads Sanitation | News
- Hampton Roads Sanitation | Social

B. Social Media and Online Engagement

1. Metrics – Facebook, Twitter and LinkedIn



2. YouTube



3. Top posts on Facebook, Twitter, and YouTube

a. Top Facebook post



b. Top Tweet



c. Top YouTube Videos

- [The Wastewater Treatment Process](#) (302 views)
- [SWIFT Research Center: What is the Potomac Aquifer](#) (66 views)
- [What is Asset Management? Celebrating Infrastructure Week at HRSD](#) (57 views)
- [HRSD Employee Testimonials - Robert](#) (30 views)
- [HRSD Atlantic Treatment Plant Cambi](#) (29 views)

4. Website and Social Media Impressions and Visits

a. Facebook:

- 13,903 page impressions
- 5,767 post impressions reaching 8,914 users
- Facebook Engagement of 219 (176 reactions, 29 shares, and 14 comments)

b. Twitter:

- 1,209 tweet impressions
- 425 profile visits
- 6 mentions

c. HRSD.com/SWIFTVA.com: 961 page visits

d. LinkedIn Impressions:

- 2,296 page impressions
- 1,256 post impressions

e. YouTube: 798 views

f. Next Door unique impressions: 17,215 post impressions from seven targeted neighborhood posting shared with 529,189 residents

- g. Blog Posts: (1)
 - [Here are our Best Tips For Sustainable Party Planning](#)
- h. Construction Project Page Visits – 1,911 total visits (not including direct visits from home page, broken down as follows:
 - 1,502 visits to individual pages
 - 409 to the status page

C. News Releases, Advisories, Advertisements, Project Notices, Community Meetings and Project Web Postings: 12

- 1. News Releases: 0
- 2. Traffic Advisories: 1
- 3. Construction Notices and/or notices to neighbors: 5
- 4. Advertisements: none
- 5. Project Notices: 4 (via door hangings, reaching 189 residents)
- 6. Project/Community Meetings: 1 (Tabb PRS & OLSF Open House on 11/1/22)
- 7. New Project Web Pages: 1
 - [Stoney Run Sanitary Sewer Replacement](#)
- 8. New Project Videos: 0

D. Special Projects and Highlights

- 1. Director and staff coordinated and participated in the open house informational session for the Tabb pressure reducing station and offline storage facility.
- 2. Director, General Manager and Deputy General Manager met with SIR to discuss HRSD brand research and name recognition survey planning and execution.

E. Internal Communications

- 1. Director participated in the following internal meetings and events:
 - a. HRSD Internal Conference planning meetings
 - b. Operations Job Fair lessons learned meeting
 - c. Strategic planning workshop #5
 - d. Demo meeting for potential lobby wayfinding kiosk
 - e. Meeting to discuss plant closure criteria, procedures and processes during a hurricane
 - f. SWIFT Industry Day planning meetings

- g. Discharge Monitoring Report (DMR), SWIFT Quality Steering Team (QST) and QST meetings
- 2. Director also conducted biweekly Communications department status meetings and weekly team and one-on-one check-in meetings.
- 3. Staff attended project progress and outreach development meetings with various project managers.

F. Metrics

- 1. Educational and Outreach Activities: 53 (50 virtual, three in-person)
 - a. Self-guided SWIFT Virtual Tours – 50 views (analytics specify number of times “Take a Tour” button was selected)
 - b. 11/10/22 – SWIFT RC Tour – Suffolk Sales | 3 attendees
 - c. 11/10/22 – SWIFT RC Tour, Churchland HS students | 10 attendees
 - d. 11/19/22 – Oyster Shellabration booth, Hampton | 500 participants
- 2. Number of Community Partners: 3
 - a. Suffolk Sales
 - b. City of Portsmouth Public Schools
 - c. Shored Up
- 3. Additional Activities Coordinated by Communications Department: 1
 - a. 11/4/22 – VIP Plant Tour; Old Dominion University | 20 participants
- 4. Monthly Metrics Summary

Item #	Strategic Planning Measure	Unit	November 2022
M-1.4a	Total Training Hours per Full Time Employee (4) - Current Month	Hours / #FTE	0.25
M-1.4b	Total Training Hours per Full Time Employee (4) - Cumulative Fiscal Year-to-Date	Hours / #FTE	5.19
M-5.2	Educational and Outreach Events	Number	53
M-5.3	Number of Community Partners	Number	3

Respectfully,

Leila Rice, APR
Director of Communications

TO: General Manager
FROM: Director of Engineering
SUBJECT: Engineering Monthly Report for November 2022
DATE: December 11, 2022

A. General

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

CIP Spending (\$M):

	Current Period	FYTD
Actual	19.84	90.42
Plan	34.25	117.00

2. Staff retention and recruitment remain a significant focus for the Engineering Department. Two new employees will be joining the Engineering Department in December and seven positions remain unfilled. Recruitment for new Project Managers and a Real Estate Manager is underway and will continue into next year.

B. Asset Management Division

1. Staff began assessing a critical segment of force main in the Williamsburg area. This work will begin in Fords Colony and extend to the Williamsburg Treatment Plant. The Smart Ball technology will be used to find potential leaks and gas pockets inside the pipe. This will be one of the longest internal inspection efforts ever conducted by HRSD and will extend approximately 14.3 miles.
2. A cross-departmental team was formed to assess the option of closing a treatment plant prior to the arrival of a hurricane or other extreme weather event. The team will meet with each treatment plant staff to determine specific guidelines and/or procedures that would allow each facility to be run remotely prior to a storm event. This would possibly allow for a plant to be operated from a safe location without turning off all equipment. HRSD's recent effort to automate many of the plant processes should be valuable as we study this possibility. Staff safety is a key factor and will be critical in this analysis.

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

1. Construction for the Hampton Trunk Sewer Extension Division I and J Phase II project is underway. This is a large replacement and relocation project adjacent to Hampton University. Pipe laying work has begun and a long directional drilled crossing of Hampton Creek is planned to begin in December.
2. Construction for the Eastern Shore Infrastructure Improvements project continues. Work is underway in multiple areas with new force main and gravity sewer pipe being installed. Construction work is also underway at multiple pump station sites. Gravity sewer rehabilitation and replacement work is also underway in the Town of Onancock.

This challenging project is being constructed using a Design-Build delivery method. Close communication is needed to minimize impacts to local residents. Additional work is being considered to address other sewer needs on the Eastern Shore.

3. Studies continue to consider opportunities to re-purpose the Chesapeake-Elizabeth Treatment Plant. Discussions with the U.S. Navy are underway and plans for demolition of certain existing facilities are under design. Numerous opportunities exist for this site and HRSD is carefully considering all options.
4. HRSD recently hosted staff from the Virginia Marine Resources Commission at the SWIFT Research Center. This meeting was held to discuss the application for the planned crossing of the James River with a force main from the Boat Harbor Treatment Plant. Discussions included a review of the proposed project, possible installation techniques, environmental impacts, and the project schedule.

D. Planning & Analysis Division

1. Staff continues coordination discussions related to future sewer improvements in Chincoteague. Discussions include HRSD staff, the Town of Chincoteague, a local developer, and a home-owners association. Discussions have included possible treatment plant improvements, service to existing and future development and needed property acquisitions. A Memorandum of Understanding has been drafted to address these issues and provide a path forward.
2. Staff have prepared a study to address the need for a future equalization tank in the Oceana section of Virginia Beach. The City of Virginia Beach has a possible site that could be acquired by HRSD for this future tank. Negotiations are underway with the City to determine the feasibility and cost to acquire this property.

E. Strategic Planning Metrics Summary

1. Educational and Outreach Events: 4
 - a. 11/15/2022 – Staff made a presentation entitled, *Recognizing Value from Virtual Reality During Design*, to the Virginia Water Environment Association (VWEA) Collections Systems Committee.
 - b. 11/17/2022 – Staff made a presentation concerning HRSD to the Old Dominion University American Society of Civil Engineers (ASCE) Student Chapter.
 - c. 11/18/2022 – Staff made a presentation regarding the SWIFT Program to the Oyster Point Rotary Club.
 - d. 11/29/2022 – Staff made a presentation regarding the SWIFT Program to the Society of Military Engineers (SAME) at the Industry-Government Workshop.

2. Number of Community Partners: 4
 - a. VWEA
 - b. ODU - ASCE Student Chapter
 - c. Oyster Point Rotary Club
 - d. SAME
3. Number of Research Partners: 0
4. Monthly Metrics Summary:

Item #	Strategic Planning Measure	Unit	November 2022
M-1.4a	Total Training Hours per Full Time Employee (53) - Current Month	Hours / #FTE	2.36
M-1.4b	Total Training Hours per Full Time Employee (53) - Cumulative Fiscal Year-to-Date	Hours / #FTE	10.24
M-5.2	Educational and Outreach Events	Number	4
M-5.3	Number of Community Partners	Number	4
M-5.4	Number of Research Partners	Number	0

Bruce W. Husselbee

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

TO: General Manager
FROM: Director of Finance
SUBJECT: Monthly Report for November 2022
DATE: December 13, 2022

A. General

1. Staff completed the Annual Comprehensive Financial Report (ACFR) this month. The financial results were presented to the Finance Committee and the HRSD Commission. The ACFR was audited by Cherry Bekaert and Holland, LLP, who issued an “unmodified” (clean) opinion on it. Staff were pleased to announce that it had received the Government Finance Officers Association of the United States and Canada award for excellence in financial reporting for the 39th consecutive year for the 2021 financial statements.
2. The annual ratings surveillance with Fitch Ratings (Fitch) was concluded in November. Currently outstanding bonds issued under the senior lien (officially closed) and subordinate liens are both effectively rated at AA+ by two of the three credit agencies. Fitch, however, rates the senior lien bonds as a AA+ and the subordinate lien bonds as AA with a positive outlook. Typically, ratings that have an assigned outlook, positive or negative, are resolved during the next annual review.

Staff and our financial advisor, Public Financial Management, worked with Fitch highlighting the financial health of HRSD including the removal of approximately \$1.5 billion in long-term capital spending due to the final execution of the integrated plan.

Fitch indicated that they were making the unusual move of not resolving the outlook for another year. Their finding was primarily focused on HRSD’s near term capital spending plan which shows sharp spending increases to implement the Sustainable Initiative For Tomorrow (SWIFT) at the James River (JRTP) and Nansemond Treatment (NTP) Plants and to meet other near term regulatory requirements.
3. HRSD received notice of an award of American Rescue Plan Act (ARPA) grant funding totaling \$31.5M for the James River and Nansemond Treatment Plant Nutrient Improvement projects.
4. Staff submitted an ARPA application to help pay for the costs of extending service from the Eastern Shore Force Main to the Town of Accomack. Staff hopes to receive word in early 2023.
5. Staff submitted a letter to the Environmental Protection Agency (EPA) on November 28 requesting modifications to the rehab action plan and the high priority replacement program. The request to the EPA is a result of staff’s efforts to prioritize and optimize the work needed to comply with federal regulatory requirements. If approved, the modifications will help HRSD implement more cost-effective solutions and provide the necessary time to get the work completed.

6. HRSD started receiving Low Income Household Water Assistance Program (LIHWAP) payments mid-November 2022. In just two weeks, a total of almost \$280,000 was applied to over 380 low-income qualified customer accounts for water, sewer and wastewater charges. HRSD accepts LIHWAP payments on behalf of locality HRUBS partners. Nearly \$127,000 of that amount was for HRSD charges.
7. Customer call and email volumes were inconsistent during the month of November due to holiday weeks. Fluctuations in demand and holiday leave, training of new employees, and technical problems with call center software caused service levels to drop to 52 percent of calls answered within three minutes and 18 percent of calls abandoned.

B. Interim Financial Report

1. Operating Budget for the Period Ended November 30, 2022

	Amended Budget	Current YTD	Current YTD as % of Budget (42% Budget to Date)	Prior YTD as % of Prior Year Budget
Operating Revenues				
Wastewater	\$ 366,882,000	\$ 159,976,361	44%	44%
Surcharge	1,755,000	668,839	38%	39%
Indirect Discharge	3,200,000	1,750,759	55%	40%
Fees	2,910,000	1,452,433	50%	5%
Municipal Assistance	800,000	267,345	33%	67%
Miscellaneous	1,254,000	554,075	44%	46%
Total Operating Revenue	376,801,000	164,669,812	44%	44%
Non Operating Revenues				
Facility Charge	7,150,000	2,512,685	35%	41%
Interest Income	1,570,000	951,932	61%	-8%
Build America Bond Subsidy	2,026,000	1,031,088	51%	51%
Other	302,000	294,685	98%	69%
Total Non Operating Revenue	11,048,000	4,790,390	43%	39%
Total Revenues	387,849,000	169,460,202	44%	43%
Transfers from Reserves	18,868,701	7,861,959	42%	42%
Total Revenues and Transfers	\$ 406,717,701	\$ 177,322,161	44%	43%
Operating Expenses				
Personal Services	\$ 63,288,297	\$ 26,682,030	42%	41%
Fringe Benefits	26,520,561	9,841,643	37%	41%
Materials & Supplies	13,385,885	4,100,273	31%	33%
Transportation	1,797,226	602,090	34%	37%
Utilities	15,055,652	5,768,698	38%	38%
Chemical Purchases	13,026,120	4,435,966	34%	35%
Contractual Services	57,808,888	15,959,749	28%	28%
Major Repairs	12,409,035	3,460,373	28%	20%
Capital Assets	625,737	87,162	14%	47%
Miscellaneous Expense	3,594,334	1,165,495	32%	36%
Total Operating Expenses	207,511,735	72,103,479	35%	34%
Debt Service and Transfers				
Debt Service	69,533,000	39,158,891	56%	57%
Transfer to CIP	129,412,966	53,922,069	42%	46%
Transfer to Risk management	260,000	108,335	42%	42%
Total Debt Service and Transfers	199,205,966	93,189,295	47%	50%
Total Expenses and Transfers	\$ 406,717,701	\$ 165,292,774	41%	42%

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 November 30, 2022

HRSD - RESERVE AND CAPITAL ACTIVITY November 30, 2022

	General Reserve				Capital	
	General	CARES - ARPA	Debt Service	Risk Mgmt Reserve	Paygo	Debt Proceeds
	Unrestricted	Restricted	Restricted	Unrestricted	Unrestricted	Restricted
Beginning - July 1, 2021	\$ 189,168,885	\$ 420	\$ 33,134,065	\$ 4,279,547	\$ 32,535,033	\$ -
Current Year Sources of Funds						
Current Receipts	172,060,656					
Line of Credit						
VRA Draws					38,970,828	
WIFIA Draws					26,696,116	
CARES Transfer In	730,692					
Days Cash on Hand Transfer In						
Transfers In	-			108,335	53,922,069	
Sources of Funds	172,791,348	-	-	108,335	119,589,013	-
Total Funds Available	\$ 361,960,233	\$ 420	\$ 33,134,065	\$ 4,387,882	\$ 152,124,046	\$ -
Current Year Uses of Funds						
Cash Disbursements	121,902,641				122,546,126	
CARES Transfer Out		(1,027)				
Days Cash on Hand Transfer Out	-					
Transfers Out	54,030,404					
Uses of Funds	175,933,045	(1,027)	-	-	122,546,126	-
End of Period - November 30, 2022	\$ 186,027,188	\$ 1,447	\$ 33,134,065	\$ 4,387,882	\$ 29,577,920	\$ -

4. Capital Improvements Budget and Activity Summary for Active Projects for the Period Ended November 30, 2022

HRSD - PROJECT ANALYSIS Nov 30, 2022

Classification/ Treatment Service Area	Appropriated Funds	Expenditures	Expenditures	Total		Available Funds
		prior to 7/1/2022	Year to Date FY2023	Project Expenditures	Encumbrances	
Administration	73,738,240	24,017,666	1,216,742	25,234,408	2,152,903	46,350,929
Army Base	163,448,800	124,990,776	473,844	125,464,620	993,566	36,990,614
Atlantic	223,483,198	79,968,839	1,384,988	81,353,827	2,868,182	139,261,189
Boat Harbor	391,779,754	56,493,327	10,646,755	67,140,082	190,311,142	134,328,530
Ches-Eliz	183,285,621	118,083,285	1,767,448	119,850,733	5,252,514	58,182,374
Eastern Shore	28,167,651	3,409,844	10,332,950	13,742,794	12,223,162	2,201,695
James River	349,687,804	41,947,605	24,698,632	66,646,237	252,433,317	30,608,250
Middle Peninsula	101,335,187	20,701,425	2,886,800	23,588,225	10,326,383	67,420,579
Nansemond	468,001,657	42,047,584	11,435,306	53,482,890	314,126,663	100,392,104
Surry	68,315,805	38,362,111	1,803,643	40,165,754	3,851,593	24,298,458
VIP	180,644,256	17,792,976	7,649,536	25,442,512	27,408,200	127,793,544
Williamsburg	28,356,619	20,951,191	2,793,342	23,744,533	1,908,497	2,703,589
York River	77,255,863	13,910,493	930,279	14,840,772	17,207,675	45,207,416
General	1,198,301,469	212,260,993	37,707,303	249,968,296	337,793,604	610,539,569
	3,535,801,924	814,938,115	115,727,568	930,665,683	1,178,857,401	1,426,278,840

5. Debt Management Overview

HRSD - Debt Outstanding (\$000's) November 30, 2022

	Principal			Principal	Interest
	Oct 2022	Principal Payments	Principal Draws		
Fixed Rate					
Senior	170,742	(4,305)	-	166,437	(3,124)
Subordinate	639,065	(35)	36,277	675,306	(1)
Variable Rate					
Subordinate	50,000	-	-	50,000	(91)
Line of Credit	33,721			33,721	(91)
Total	\$ 893,528	\$ (4,340)	\$ 36,277	\$ 925,464	\$ (3,307)

HRSD- Series 2016VR Bond Analysis December 1, 2022

	SIFMA Index	Spread to	
		HRSD	SIFMA
Maximum	4.71%	4.95%	0.24%
Average	0.49%	0.53%	0.04%
Minimum	0.01%	0.01%	0.00%
As of 12/01/22	1.85%	1.70%	-0.15%

* Since October 20, 2011 HRSD has averaged 53 basis points on Variable Rate Debt

6. Financial Performance Metrics for the Period Ended November 30, 2022

HRSD - UNRESTRICTED CASH

November 30, 2022

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

		Days Cash on	Adjusted Days Cash
		Hand	on Hand
Total Unrestricted Cash	\$ 219,992,990		387
Risk Management Reserve	\$ (4,387,882)	(8)	379
Capital (PAYGO only)	\$ (29,577,920)	(52)	327
Adjusted Days Cash on Hand	\$ 186,027,188		327

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

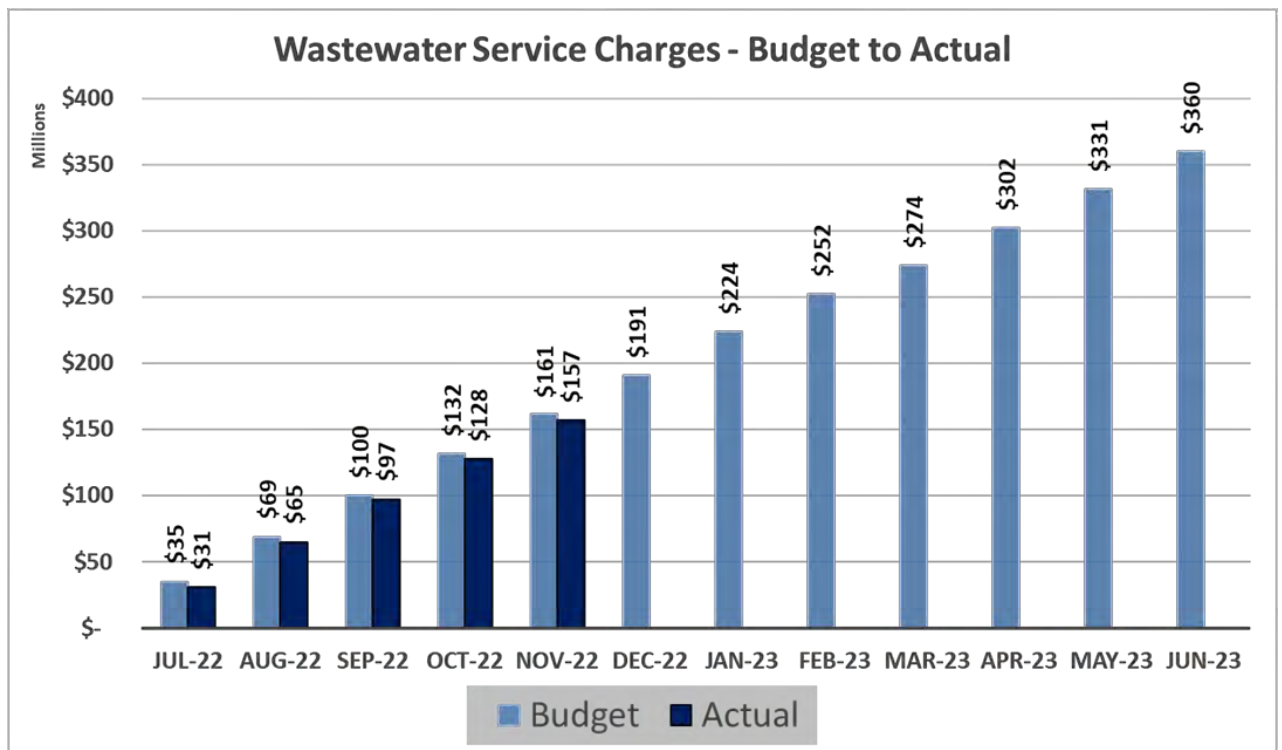
November 30, 2022

Primary Source	Beginning	YTD	YTD	YTD	Ending	Allocation of	Credit Quality	Current
	Market Value				Market Value			
	July 1, 2022	Contributions	Withdrawals	Income Earned	November 30, 2022	Funds		
BAML Corp Disbursement Account	25,498,734	255,573,442	223,924,202	105,466	57,253,440	31.3%	N/A	0.55%
VIP Stable NAV Liquidity Pool	144,268,153	-	20,000,000	1,473,471	125,741,624	68.7%	AAAm	3.77%
Total Primary Source	\$ 169,766,887	\$ 255,573,442	\$ 243,924,202	\$ 1,578,937	\$ 182,995,064	100.0%		

Secondary Source	Beginning	YTD	YTD	YTD	Ending	Ending Cost	LTD	Yield to
	Market Value				Market Value			
	July 1, 2022	Contributions	Withdrawals	Income Earned & Realized G/L	November 30, 2022		Mkt Adj	at Market
VIP 1-3 Year High Quality Bond Fund	62,932,017	-	5,251	303,837	62,275,175	64,042,604	(1,767,429)	
Total Secondary Source	\$ 62,932,017	\$ -	\$ 5,251	\$ 303,837	\$ 62,275,175	\$ 64,042,604	\$ (1,767,429)	

	Total	Fund Alloc
Total Primary Source	\$ 182,995,064	74.6%
Total Secondary Source	\$ 62,275,175	25.4%
TOTAL SOURCES	\$ 245,270,239	100.0%

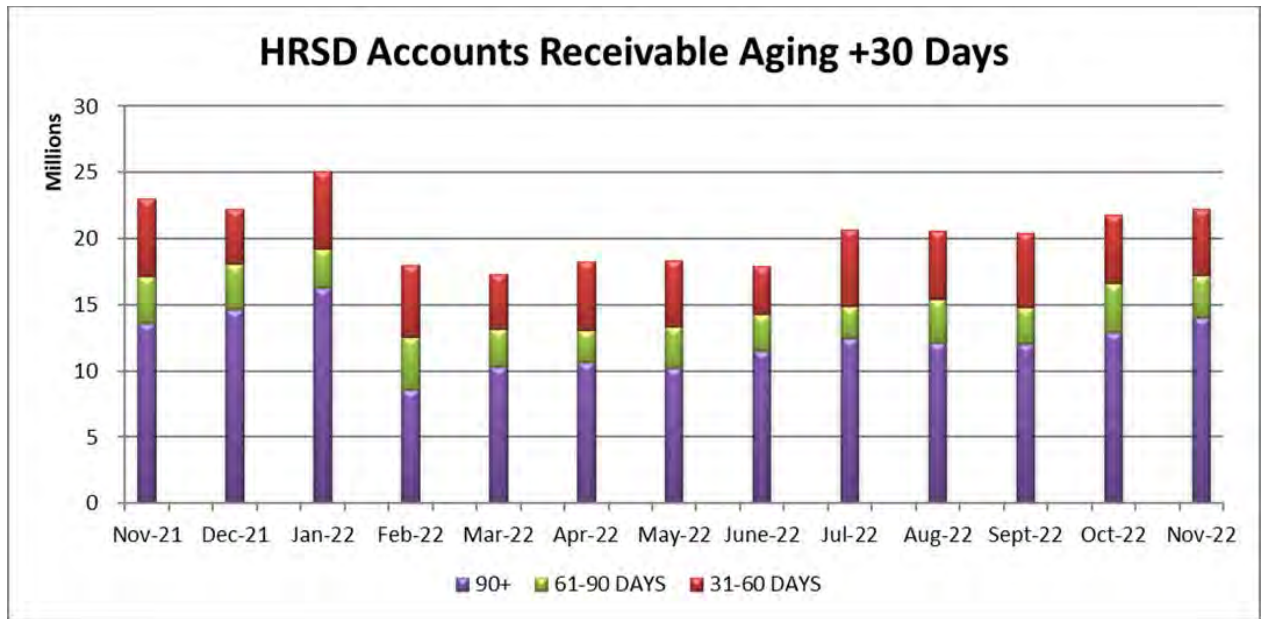
7. Summary of Billed Consumption

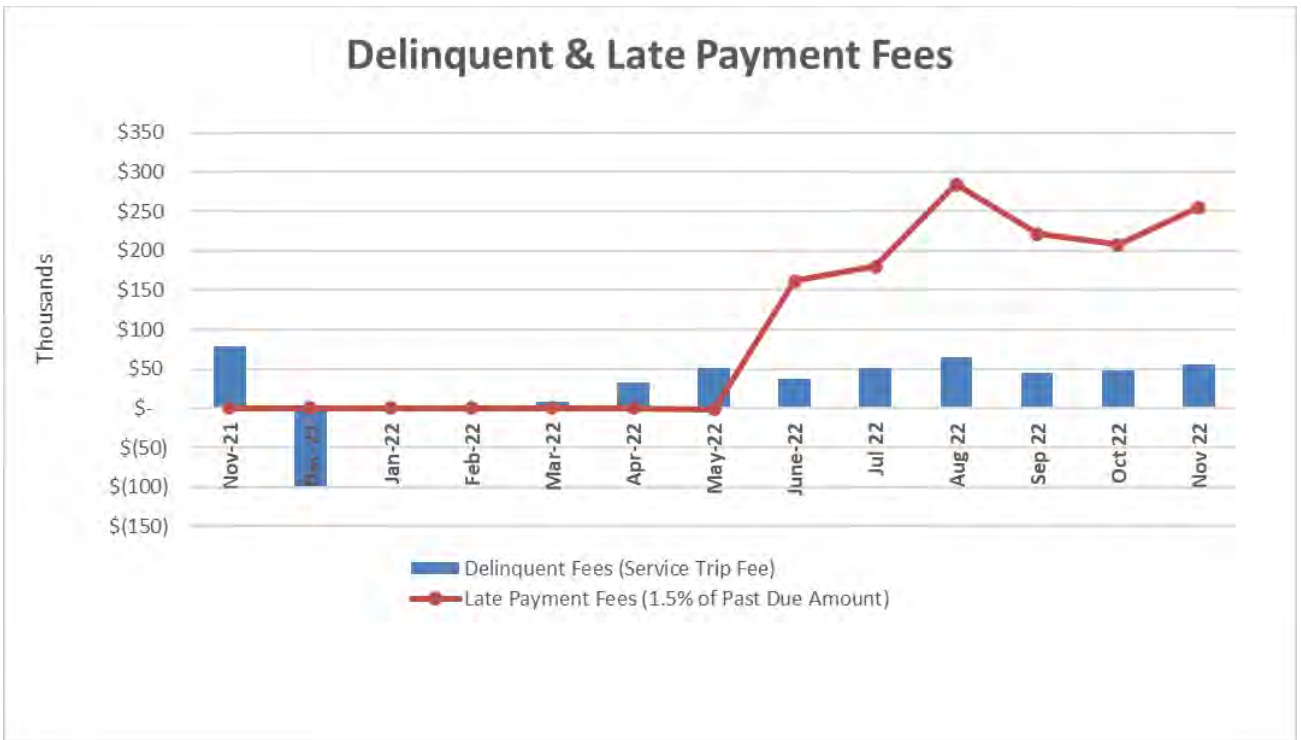


Summary of Billed Consumption (,000s ccf)							
Month	FY2023 Cumulative Budget Estimate	FY2023 Cumulative Actual	% Difference		% Difference		% Difference
			From Budget	Cumulative FY2022 Actual	From FY2022	Cumulative 3 Year Average	From 3 Year Average
July	5,015	4,682	-6.6%	4,976	-5.9%	4,947	-5.4%
Aug	9,883	9,651	-2.3%	9,518	1.4%	9,641	0.1%
Sept	14,413	14,207	-1.4%	14,347	-1.0%	14,345	-1.0%
Oct	18,892	18,679	-1.1%	19,048	-1.9%	18,955	-1.5%
Nov	23,125	22,776	-1.5%	22,953	-0.8%	22,412	1.6%
Dec	27,336	-	N/A	27,541	N/A	27,558	N/A
Jan	32,088	-	N/A	31,865	N/A	32,148	N/A
Feb	36,182	-	N/A	36,188	N/A	36,087	N/A
March	39,309	-	N/A	40,229	N/A	40,452	N/A
Apr	43,360	-	N/A	44,569	N/A	44,644	N/A
May	47,508	-	N/A	48,315	N/A	48,656	N/A
June	51,620	-	N/A	53,243	N/A	53,324	N/A

C. Customer Care Center

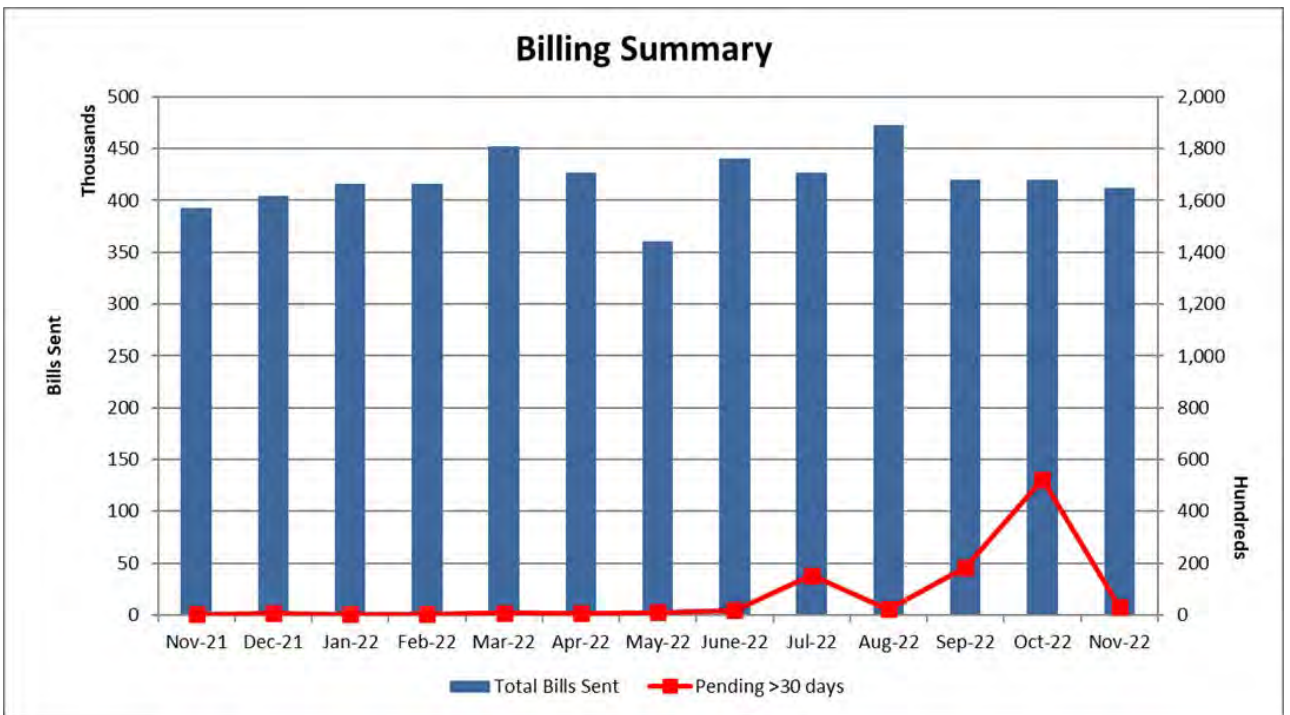
1. Accounts Receivable Overview



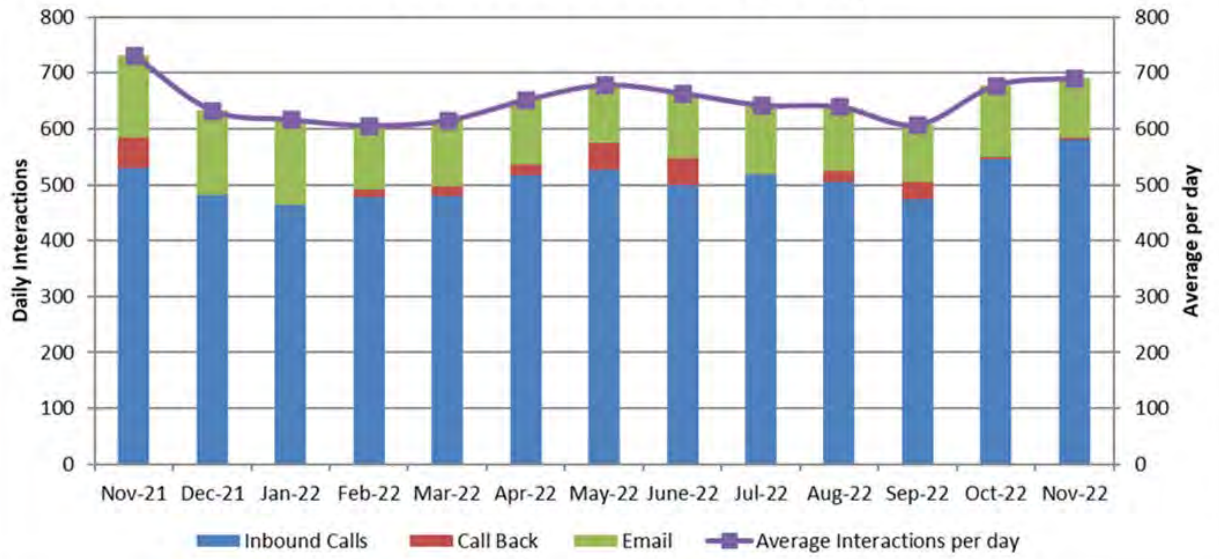


Apr 20-Feb 22 Field Activity was suspended late March 2020 in response to COVID-19.

2. Customer Care Center Statistics

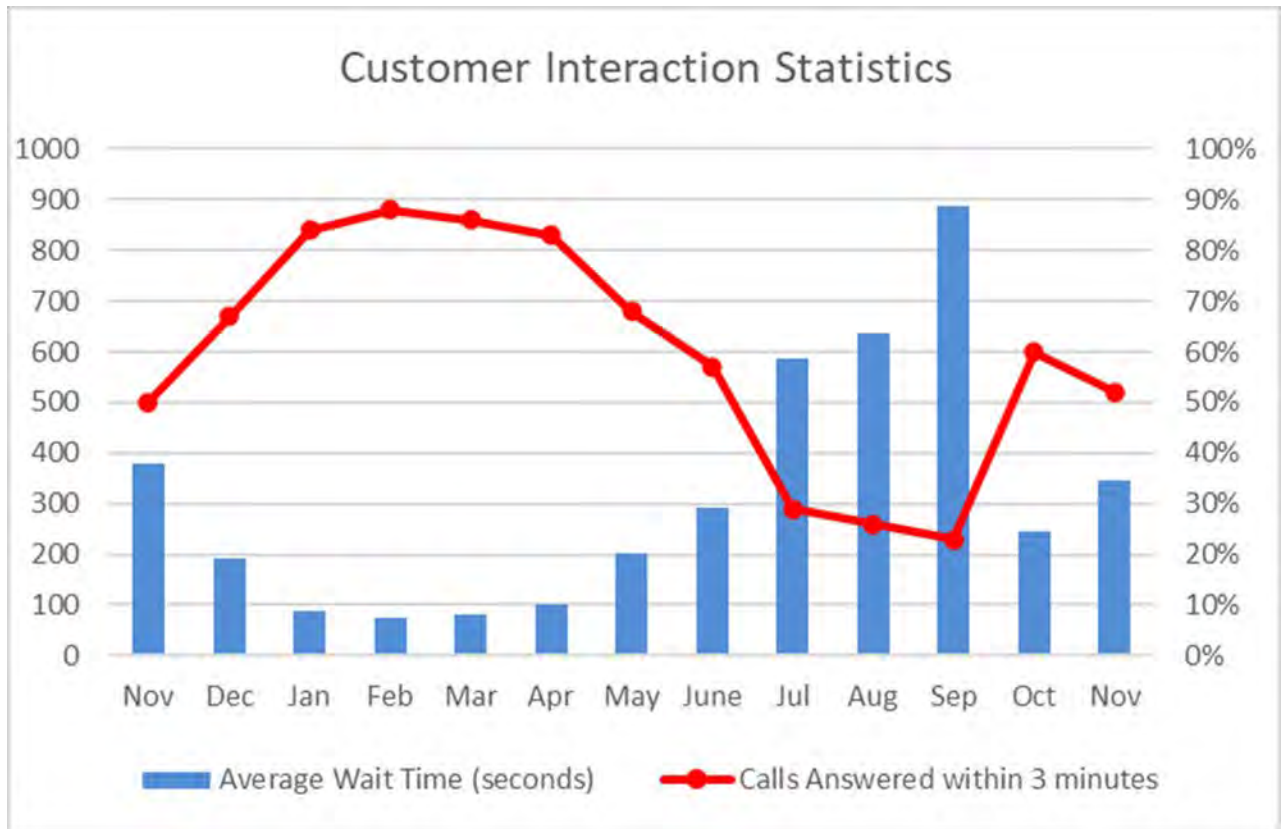


Call Center Interactions (per day)



Total Calls Received by Week





Customer Interaction Statistics	Nov	Dec	Jan	Feb	Mar	Apr	May	June	Jul	Aug	Sep	Oct	Nov
Calls Answered within 3 minutes	50%	67%	84%	88%	86%	83%	68%	57%	29%	26%	23%	60%	52%
Average Wait Time (seconds)	379	193	89	75	81	101	203	291	587	638	887	246	347
Calls Abandoned	22%	15%	9%	6%	7%	7%	12%	15%	25%	25%	31%	14%	18%

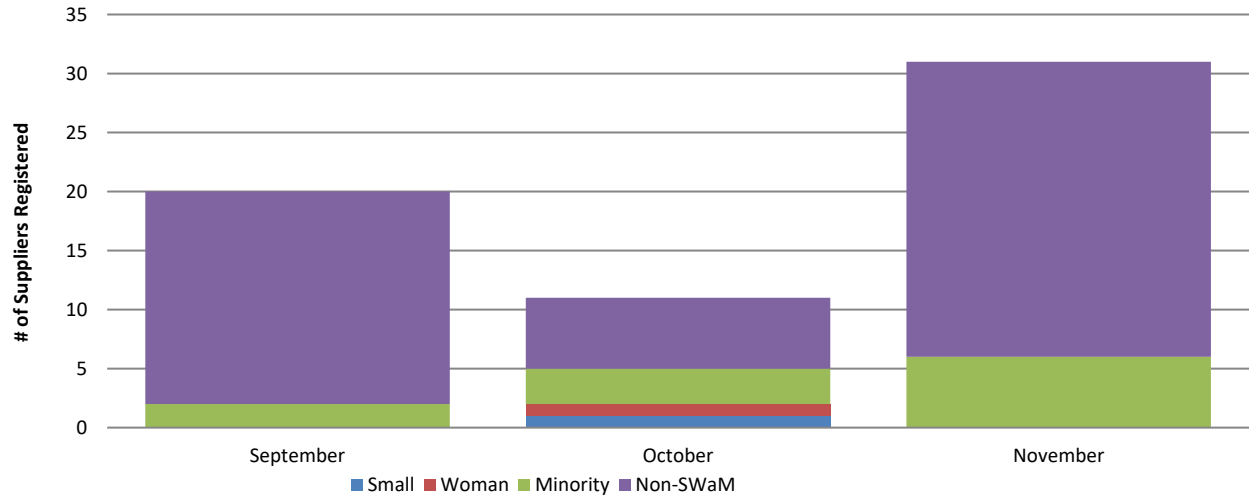
D. Procurement Statistics

Savings	Current Period	FYTD
Competitive Savings ¹	\$44,626	\$291,099
Negotiated Savings ²	\$4,628	\$14,318
Salvage Revenues	\$8,741	\$21,166
Corporate VISA Card - Estimated Rebate	\$16,750	\$101,527

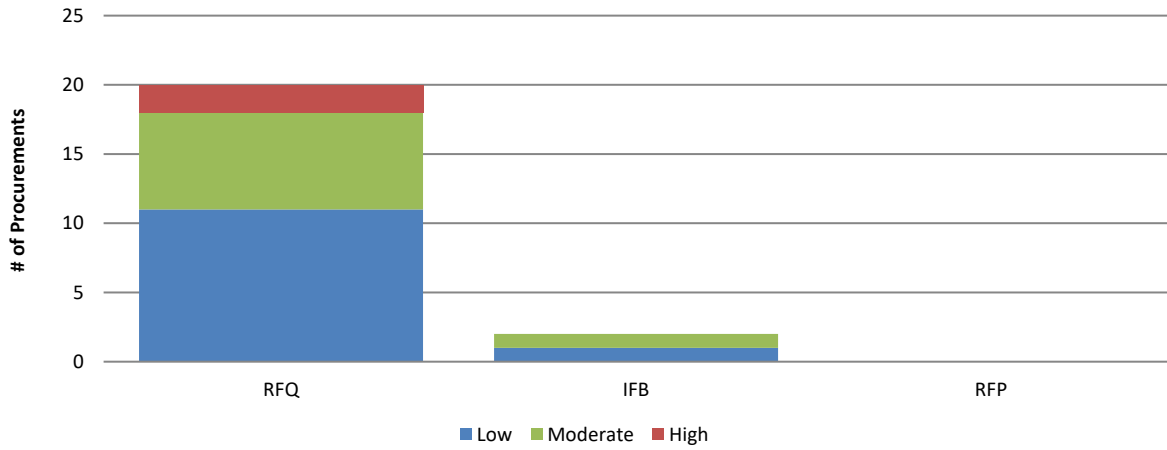
¹ Competitive savings are those savings obtained through the informal/formal bidding process. All bids received (except for the lowest responsive/responsible bid) added together and averaged. The average cost is subtracted from the apparent low responsive/responsible bidder.

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

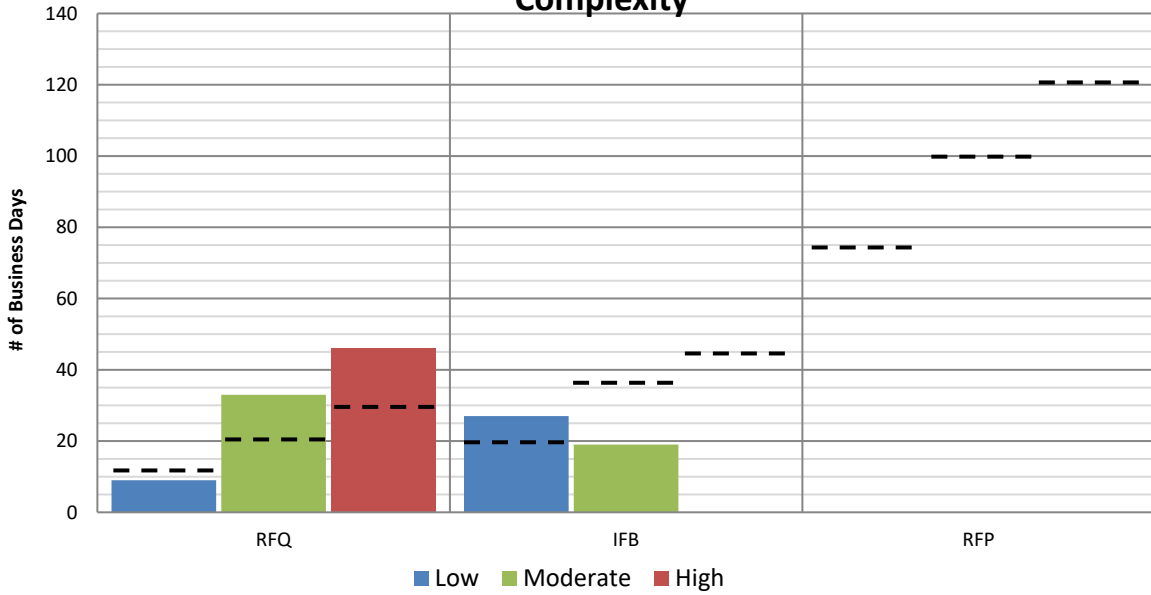
New Suppliers Registered in ERP



November Procurements Completed Based on Complexity



November Cycle Time Per Method of Procurement and Complexity

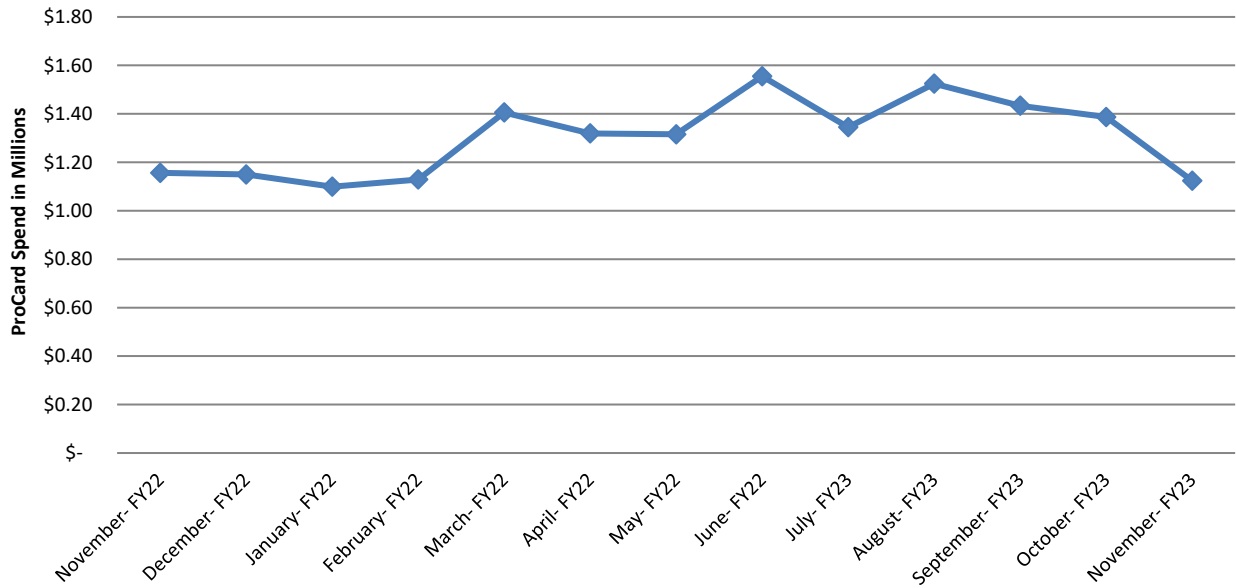


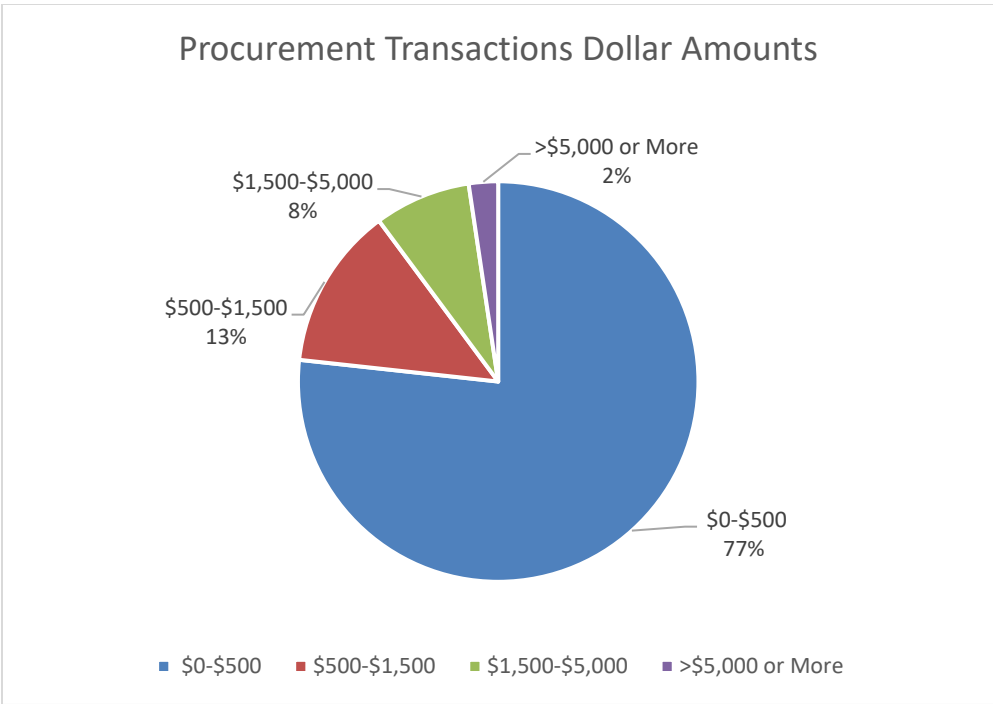
Dashed Line: Target Service Level Cycle Time

	Low	Moderate	High
RFQ	12	20	30
IFB	20	35	45
RFP	75	100	120

Low: Low technical, quick turnaround; **Moderate:** Technical, routine; **High:** Highly technical, time intensive.

ProCard Spend FY23





ProCard Fraud	External Fraud Transactions *	Comments
July	0	
August	6	Caught By Cardholder. All transaction were on the same card.
September	2	Caught By Cardholder
October	3	Caught By Bank
November	3	Caught By Bank

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

Accidental Use, which is anything that is not purchased for use and ownership by HRSD, was at 0 transactions (0.00%) out of the 1,861 November ProCard transactions, with a total of \$0.00.

Procurement Client Training		
	Current Period	FYTD
ProCard Policy and Process	0	15
Procurement Cycle	6	19
Total	6	34

E. Strategic Planning Metrics Summary

1. Educational and Outreach Events: 1
 - a. 11/17/2022 – CNU SWaMFair
2. Community Partners: 0
3. Monthly Metrics

Item #	Strategic Planning Measure	Unit	November 2022
M-1.4a	Training During Work Hours Per Full Time Employee (103) – Current Month	Hours / #FTE	0.42
M-1.4b	Total Training During Work Hours Per Full Time Employee (103) – Cumulative Fiscal Year-to-Date	Hours / #FTE	3.13
M-5.2	Educational and Outreach Events	Number	1
M-5.3	Number of Community Partners	Number	0
	Wastewater Revenue	Percentage of budgeted	105%
	General Reserves	Percentage of Operating Budget less Depreciation	106%
	Liquidity	Days Cash on Hand	327 Days
	Accounts Receivable (HRSD)	Dollars	\$40,469,501
	Aging Accounts Receivable	Percentage of receivables greater than 90 days	34.6%

4. Annual Metrics

Item #	Strategic Planning Measure	Unit	FY-2022
M-2.4	Infrastructure Investment	Percentage of Total Cost of Infrastructure	6%
M-4.3	Labor Cost/MGD	Personal Services + Fringe Benefits/365/5-Year Average Daily Flow	\$1,542
M-4.4	Affordability	6.5 CCF Monthly Charge/Median Household Income ^[1]	0.65%
M-4.5	Operating Cost/MGD	Total Operating Expense /365/5-Year Average Daily Flow	\$4,436
	Billed Flow	Percentage of Total Treated	84%
	Senior Debt Coverage	Cash Reserves/ Senior Annual Debt Service	7.55%
	Total Debt Coverage		3.04%

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

Respectfully,

Steven G. de Mik

Steven G. de Mik, CPA
Deputy General Manager/CFO

Attachments: HRSD's Operating Cash Strategies and Retiree Health Trust (OPEB)

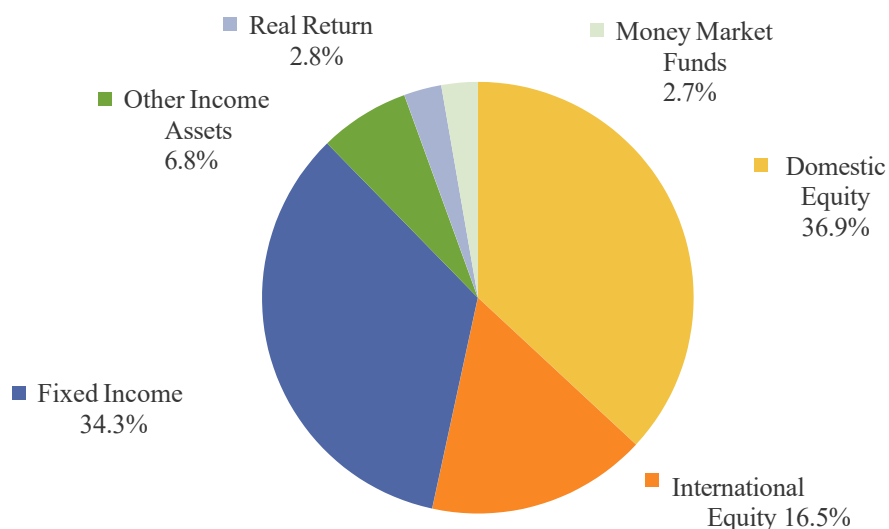
Total Portfolio Value			
	September 30, 2022		June 30, 2022
Investment Assets	\$	58,670,539	\$ 62,091,120
Combined Assets	\$	58,716,156	\$ 62,136,524

Portfolio Recap & Strategy

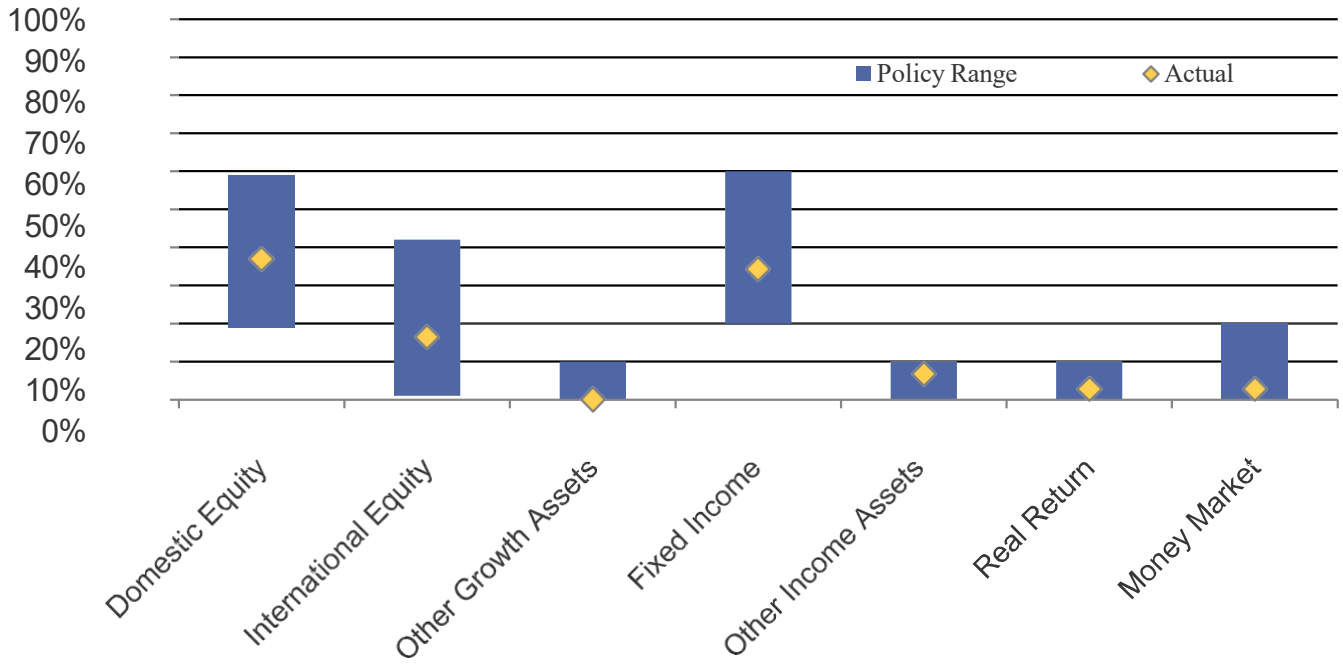
- The Retiree Health Plan Trust portfolio returned -5.50% (investment assets) for the quarter ended September 30, 2022, above the -5.67% return of the Blended Benchmark.* Over the quarter, the Multi-Asset Class Investment Committee (“the Committee”) sought to add value to the portfolio by increasing allocations to Domestic Equity, International Equity, and Fixed Income, while decreasing allocations to Real Return and Money Market Funds.
- Inflation remained sticky, with the overall consumer price index (CPI) rising 8.3% over the past year (down from 8.5% last month), while core CPI increased to 6.3% year-over-year (YoY). The report showed gasoline and energy prices fell sharply, but rents rose the most since 1991 and food has continued to rise at roughly 1% per month. First-time home buyers continue to face tough conditions as home prices and borrowing rates remain historically elevated. Building activity continued to slow while pending home sales plunged by more than 20% from a year ago.
- The Bloomberg recession probability index, which measures the chance of a recession in the U.S. over the next year, has risen to 50%. Growth in Europe is an even more serious emerging concern, considering the impact of elevated European natural gas prices headed into winter. Federal Reserve (Fed) officials doubled down on their inflation-fighting mantra, highlighted by Fed Chair Jerome Powell’s comments at the annual economic symposium in Jackson Hole, WY. Powell said the Fed’s “overarching focus right now is to bring inflation back down,” adding “restoring price stability will take some time and requires using our tools forcefully.”
- Domestic equity markets, as represented by the S&P 500 Index (S&P), returned -4.08% in August. Within the S&P 500 Index, two of the 11 sectors posted positive returns. The Energy sector was the best performer of the month, returning 2.83%. Utilities was second best, posting a return of 0.51%. Information Technology was the worst performing sector, posting a return of -6.12%. Negative returns were seen across all market capitalizations, with small-caps (Russell 2000) returning -2.05%, while mid-caps (Russell Mid Cap Index) returned -3.13% and large-caps (Russell 1000 Index), performed the worst, returning -3.84%. Growth stocks outperformed in small-caps while value outperformed across the larger capitalizations.
- August saw U.S. Treasury yields climb, led by shorter-term maturities after solid economic data bolstered the case for a more aggressive Federal Reserve interest-rate hike in September. The 10-year saw a 55 basis point (bps) increase in rates and the 30-year saw an increase of 28 bps, while the 2- and 5-year Treasury rates increased by 61 and 67 bps, respectively, leading to the broad treasury index returning -2.62% for the month. The Bloomberg Barclays U.S. Aggregate Index (Aggregate) lost -2.83% in August. Investment-grade (IG) credit as a whole also returned -2.83%, AAA-rated bonds returned -2.24%, AA-rated bonds returned -3.05%, A-rated bonds returned -2.93%, and BBB-rated bonds returned -2.97%. High-yield corporates saw a loss of -2.30% during the month.
- Real estate investment trusts (REITs) represented by the FTSE NAREIT Index returned -5.97%. Performance was positive for only one of the nine real estate sectors. Self-Storage did the best, returning 1.67%. The worst performing sector of the month was Office, returning -10.94%. The active contract for West Texas Intermediate (WTI) crude fell to \$89.55/barrel in August, down from \$98.62/barrel at the end of July. Although it is still up \$21.05/barrel year-over-year.

Security Type	September 30, 2022	% of Portfolio	June 30, 2022	% of Portfolio	Permitted by Policy
Domestic Equity	\$ 21,679,243	36.9%	\$ 21,186,356	34.1%	19% - 59%
International Equity	\$ 9,670,754	16.5%	\$ 9,179,191	14.8%	1% - 41%
Fixed Income	\$ 20,131,217	34.3%	\$ 19,964,879	32.1%	20% - 60%
Other Income Assets	\$ 3,974,621	6.8%	\$ 3,983,880	6.4%	0% - 10%
Real Return	\$ 1,655,616	2.8%	\$ 3,633,396	5.8%	0% - 10%
Money Market Funds	\$ 1,604,706	2.7%	\$ 4,188,822	6.7%	0% - 20%
Totals	\$ 58,716,156	100.0%	\$ 62,136,524	100.0%	

Portfolio Composition (as of 9/30/22)



Asset Allocation
(as of 9/30/22)

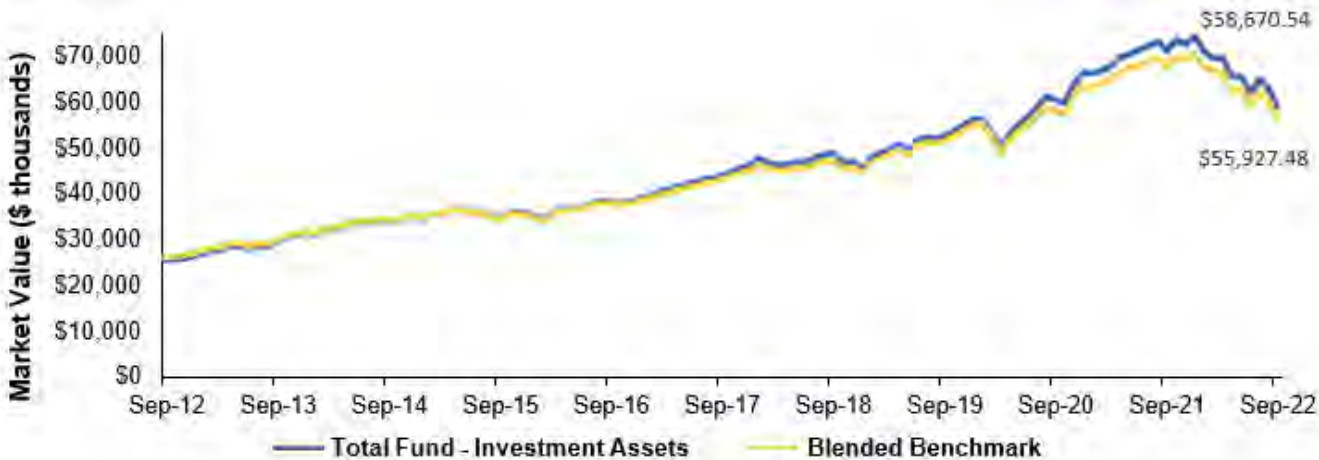


Index	Market Values	%	1 Quarter	Year to Date	Trailing 1 Year	Trailing 3 Years	Trailing 5 Years	Apr-2013 To Jun-2022*	Since Inception	Inception Date
Domestic Equity	\$ 21,679,243	36.95								
Vanguard Total Stock Market ETF	\$ 14,690,337	25.04	-4.44%	-24.87%	-18.00%	7.58%	8.55%	10.71%	15.83%	4/1/2020
<i>Russell 3000 Index</i>			-4.46%	-24.62%	-17.63%	7.70%	8.62%	10.76%	15.95%	4/1/2020
Invesco S&P 500 Equal Weight ETF	\$ 2,016,115	3.44	-4.83%	-20.78%	-13.69%	7.51%	7.84%	10.10%	-16.44%	3/1/2022
<i>S&P 500 Equal Weighted</i>			-4.79%	-20.68%	-13.53%	7.68%	8.02%	10.41%	-16.36%	3/1/2022
Jensen Quality Growth Fund	\$ 2,114,401	3.60	-5.28%	-23.33%	-11.79%	8.67%	11.10%	12.14%	8.71%	4/1/2019
<i>S&P 500</i>			-4.88%	-23.87%	-15.47%	8.16%	9.24%	11.21%	8.77%	4/1/2019
iShares Core S&P Mid-Cap ETF	\$ 1,442,512	2.46	-2.46%	-21.53%	-15.27%	5.96%	5.76%	8.66%	-15.27%	10/1/2021
<i>S&P MidCap 400</i>			-2.46%	-21.52%	-15.25%	6.01%	5.82%	8.73%	-15.25%	10/1/2021
iShares Core S&P Small-Cap ETF	\$ 1,415,878	2.41	-5.24%	-23.22%	-18.93%	5.40%	4.80%	9.07%	-17.20%	2/1/2022
<i>S&P SmallCap 600</i>			-5.20%	-23.16%	-18.83%	5.48%	4.84%	9.10%	-17.14%	2/1/2022
International Equity	\$ 9,670,755	16.48								
Vanguard Total International Stock ETF	\$ 3,905,142	6.66	-10.51%	-26.76%	-25.20%	-1.13%	-0.67%	2.50%	6.50%	4/1/2020
<i>MSCI AC World ex USA (Net)</i>			-9.91%	-26.50%	-25.17%	-1.52%	-0.81%	2.22%	5.53%	4/1/2020
J. O. Hambro International Select	\$ 715,365	1.22	-13.38%	-41.00%	-37.27%	-3.49%	-1.03%	4.11%	2.48%	1/1/2016
<i>MSCI AC World ex USA (Net)</i>			-9.91%	-26.50%	-25.17%	-1.52%	-0.81%	2.22%	2.93%	1/1/2016
Harding Loevner International Equity	\$ 1,474,934	2.51	-8.29%	-30.46%	-27.28%	-0.02%	0.45%	3.97%	-2.16%	7/1/2020
<i>MSCI AC World ex USA (Net)</i>			-9.91%	-26.50%	-25.17%	-1.52%	-0.81%	2.22%	-0.66%	7/1/2020
Vanguard FTSE Developed Markets ETF	\$ 2,738,672	4.67	-10.47%	-27.72%	-25.55%	-1.25%	-0.62%	2.99%	-22.81%	3/1/2022
<i>MSCI EAFE (net)</i>			-9.36%	-27.09%	-25.13%	-1.83%	-0.84%	2.63%	-22.01%	3/1/2022
Hartford Schroders Emerging Markets Equity	\$ 836,642	1.43	-12.17%	-29.63%	-31.71%	-2.82%	-1.87%	1.07%	-4.08%	3/1/2018
<i>MSCI EM (net)</i>			-11.57%	-27.16%	-28.11%	-2.07%	-1.81%	0.70%	-4.18%	3/1/2018
Fixed Income	\$ 20,131,217	34.31								
Baird Core Plus	\$ 5,595,198	9.54	-4.45%	-15.00%	-15.11%	-2.73%	0.17%	1.52%	1.53%	5/1/2014
<i>Bimbg. U.S. Aggregate</i>			-4.75%	-14.60%	-14.60%	-3.26%	-0.27%	0.93%	0.96%	5/1/2014
DoubleLine Core Fixed Income	\$ 3,391,995	5.78	-4.08%	-13.77%	-13.96%	-3.08%	-0.31%	1.29%	-0.38%	9/1/2017
PGIM Total Return Bond	\$ 4,390,789	7.48	-4.59%	-16.78%	-16.53%	-3.72%	-0.14%	1.60%	-0.21%	9/1/2017
<i>Bimbg. U.S. Aggregate</i>			-4.75%	-14.61%	-14.60%	-3.26%	-0.27%	0.93%	-0.36%	9/1/2017
Voya Intermediate Bond	\$ 3,354,303	5.72	-4.47%	-15.56%	-15.63%	-3.20%	-0.03%	N/A	-3.57%	1/1/2020
<i>Bimbg. U.S. Aggregate</i>			-4.75%	-14.61%	-14.60%	-3.26%	-0.27%	0.93%	-3.61%	1/1/2020
iShares Intermediate-Term Corporate Bond ETF	\$ 1,202,993	2.05	-4.76%	-17.01%	-17.50%	-3.23%	0.37%	1.30%	-3.23%	10/1/2019
<i>ICE BofAML U.S. Corporate 5-10 Year Index</i>			-4.98%	-17.28%	-17.63%	-3.16%	0.26%	1.90%	-3.16%	10/1/2019
MFS Emerging Markets Debt	\$ 8	0.00	-4.11%	-21.91%	-22.64%	-5.37%	-1.99%	0.72%	-21.91%	1/1/2022
<i>JPM EMBI Global Diversified</i>			-4.57%	-23.95%	-24.28%	-7.15%	-2.62%	1.09%	-23.95%	1/1/2022
Pacific Funds Floating Rate Income	\$ 1,703,191	2.90	1.41%	-3.45%	-2.74%	1.33%	2.46%	3.02%	-3.86%	2/1/2022
<i>Credit Suisse Leveraged Loan Index</i>			1.19%	-3.31%	-2.62%	2.12%	3.00%	3.48%	-3.66%	2/1/2022
MainStay MacKay High Yield Corp Bond Fund	\$ 492,740	0.84	-0.49%	-11.31%	-11.05%	0.31%	2.03%	N/A	-6.93%	6/1/2021
<i>ICE BofAML High Yield Master II</i>			-0.70%	-14.65%	-14.10%	-0.69%	1.40%	3.41%	-9.23%	6/1/2021
Other Income	\$ 3,974,621	6.77								
Boyd Watterson GSA Fund	\$ 2,779,015	4.74	0.00%	3.00%	4.35%	5.99%	N/A	N/A	6.44%	7/1/2019
<i>NCREIF Property Income</i>			0.93%	2.92%	3.98%	4.17%	4.33%	4.68%	4.19%	7/1/2019
iShares Preferred and Income Securities ETF	\$ 1,195,606	2.04	-1.96%	-16.75%	-14.55%	-0.64%	1.15%	3.07%	-14.10%	9/1/2021
<i>ICE BofAML Preferred Stock, Hybrid Securities</i>			-1.40%	-16.48%	-15.60%	-3.03%	0.42%	3.33%	-14.79%	9/1/2021
Real Return	\$ 1,655,616	2.82								
PIMCO Commodity Real Return Strategy	\$ 1,655,616	2.82	-8.58%	5.09%	4.81%	14.52%	7.60%	-1.82%	10.46%	6/1/2021
<i>Bloomberg Commodity Index Total Return</i>			-4.11%	13.57%	11.80%	13.45%	6.96%	-1.46%	15.63%	6/1/2021
Cash Equivalent										
First American Government Obligation - Z	\$ 1,559,088	2.66	0.47%	0.62%	0.62%	0.47%	1.00%	0.61%	1.20%	1/1/2004
Retiree Health Plan Trust	\$ 58,670,540	100.00	-5.50%	-21.35%	-17.83%	2.65%	3.95%	5.64%	6.75%	9/1/2009
Blended Benchmark*			-5.67%	-21.00%	-17.84%	1.68%	3.37%	4.85%	6.35%	9/1/2009

Data as of September 30, 2022.

* "-" refers to performance that is not applicable.

Growth of Invested Assets: Actual v. Benchmark



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

TO: General Manager
FROM: Director of Information Technology
SUBJECT: Information Technology Department Report for November 2022
DATE: December 7, 2022

A. General

1. IT programming staff worked diligently alongside the Customer Care Division in preparation for the Low-Income Household Water Assistance Program (LIWAP) payment processing readiness.
2. The IT Help Desk processed 310 work orders in November, ensuring availability of computing resources to those working locally and remotely.
3. Staff successfully completed work with the City of Chesapeake IT Department with IT infrastructure upgrades related to billing operations. Work with the City of Norfolk infrastructure upgrades continues.
4. Implementation of security enhancements continues on HRSD building management systems at several HRSD sites. Building management systems are often the targets of cyber criminals, and if not properly protected, can be used to gain broader access to network resources.
5. Migration and testing of the new backup and restoration platform are completed. Following a period of system monitoring and stabilization, the legacy hardware and software will be decommissioned.

B. Strategic Planning Metrics Summary

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

C. Metrics Summary

Item #	Strategic Planning Measure	Unit	November 2022
M-1.4a	Training During Work Hours Per Full-Time Employee (54) – Current Month	Total Training Hours / # FTE	1.13
M-1.4b	Total Training During Work Hours Per Full-Time Employee (54) – Cumulative Fiscal Year-to-Date	Total Training Hours / # FTE	13.50
M-5.2	Educational and Outreach Events	Number	0
M-5.3	Number of Community Partners	Number	0

Respectfully,

Don Corrado

TO: General Manager
FROM: Director of Operations
SUBJECT: Operations Report for November 2022
DATE: December 13, 2022

A. Interceptor Systems

1. North Shore (NS) Interceptors

- a. The Supervisory Control and Data Acquisition (SCADA) project progressed as decisions were made regarding Boat Harbor Treatment Plant (BHTP) Pump Station (PS), Coliseum Pressure Reducing Station (PRS), Tabb PRS, and Onancock Treatment Plant (ONTP) controls and communications. Other sites throughout HRSD were cut over and global changes completed.
- b. Staff assisted the contractor working on the Kingsmill Pump Station when a failed pressure test caused a valve failure on our active system. Line stops were inserted, and a valve was replaced.
- c. After a three-year hiatus, staff hosted a locality coordination meeting, inviting all member localities that we serve to a luncheon where operational coordination and topics of overlapping interest were discussed.
- d. Staff also assisted with the completion and start-up of the Surry pump stations and pipeline, whereby the Surry Town Treatment Plant (STP) was taken offline, and the new system activated.
- e. Staffing remains challenging as we currently have the following vacancies: one heavy equipment operator, five vacant Interceptor Technician positions, and one Interceptor Engineer position.
- f. Staff assisted with hosting a Job Fair on Saturday, November 5. This event was a big success with over 35 attendees between the two locations.
- g. There were no Sanitary Sewer Overflows (SSO).
- h. There were no odor complaints, one interceptor complaint with the City of Newport News, and eight system alarms during the month. All complaints and system alarms were resolved with minimum effort.
- i. There were no Miss Utility 'No Shows' and five after-hour emergency tickets reported for the month.
- j. Staff continue to support the numerous capital project under design and construction.

2. South Shore (SS) Interceptor Systems

- a. There were no SSOs reported this month.
- b. There were no odor complaints reported this month.
- c. There were no Miss Utility 'no show' reported this month.
- d. There were six interceptor complaints reported this month. Two complaints were with the City of Virginia Beach Public Utilities Department and three with Norfolk Department of Utilities. Also, on November 10, a Virginia Beach resident reported a loud buzzing alarm coming from the Chesapeake-Elizabeth Treatment Plant (CETP). Staff investigated and found a residual alarm that was still active from the plant closure. Staff disconnected the alarm and informed the resident of the findings.
- e. Staff responded to and resolved 10 system alarms this month.
- f. On November 2, staff assisted the City of Chesapeake Department of Public Utilities by completing an emergency valve operation at the intersection of Moses Grandy Trail and George Washington Highway to support city staff with a valve replacement.
- g. On November 14, staff assisted the Water Quality Department with air sampling on the force main at Kings Fork Road in Suffolk and Centerville Turnpike in Chesapeake.
- h. On November 17, staff assisted the City of Chesapeake Department of Public Utilities to support city staff with a new valve installation by completing a valve operation near Tilden Avenue.
- i. Staffing remains challenging as we currently have nine vacant Interceptor Technician positions.
- j. Staff assisted with hosting a job fair on Saturday, November 5. This event was a big success with over 35 attendees between both locations.

B. Major Treatment Plant Operations

1. Army Base (ABTP) Treatment Plant and Virginia Initiative Treatment Plant (VIP) (ACV Group)
 - a. Both VIP and ABTP met all VPDES permit requirements with no odor complaints.
 - b. On November 13, ABTP lost chlorination due to off gas of a hypo storage tank. The operator switched tanks, bled off the residual air from the discharge line and returned to chlorinating plant effluent.
 - c. There was one MACT 129 deviation for use of the bypass stack at VIP.

- d. There was one reportable event at ABTP for a spill of Aqueous Film Forming Foam (AFFF). The contractor, Fire and Life Safety America (FLSA) arrived on site around 09:15 to perform preventative maintenance on the fire sprinkler/suppression system. At approximately 09:50 on November 10, a maintenance operator indicated that FLSA had accidentally discharged AFFF. FLSA's supervisor was contacted while ABTP staff sandbagged all storm drains in the area. It was later discovered that the AFFF bladder did not discharge during this event. The foam coming out was a result of leftover foam in the lines from the last discharge. When the city water (potable) was turned on for testing it pushed the residual foam out.
- e. Staff assisted with hosting a job fair on Saturday, November 5.
- f. ABTP
 - (1) Staff completed routine preventive maintenance and repairs.
 - (2) Staff has nearly completed installation of the new lab, which moves on-duty plant operator work area out of the solids handling building and into an old electrical building.
 - (3) Staff completed preparation and power for the temporary mobile office for the operations leads and maintenance planner.
 - (4) Army Base, Technical Services Division (TSD), Pretreatment and Pollution Prevention (P3), and Naval Base staff conducted a collaborative workshop on November 15 to address conductivity, which is impacting ABTP's ability to provide reliable treatment.
 - (5) Contractor completed repairs on damaged columns in primary clarifier #1.
 - (6) Staff collaborated with HDR and MEB regarding potential modifications to the solids handling building to allow for temporary cake load out during construction of the new TWAS holding tank.
- g. VIP
 - (1) There was one reportable air permit event. There was a VFD fault on November 14 that caused the ID fan to shut down, opening the bypass damper for nine minutes.
 - (2) Ammonia-Based Aeration Control (ABAC) is operating at a dissolved oxygen low-end setpoint of 0.8 mg/L, ortho-phosphate setpoint of 2.5 mg/L and ammonia setpoint of 1.25 mg/L. The average DO level in the aeration tanks was 0.4 mg/L for November. No supplemental carbon chemical addition was used for denitrification.
 - (3) Incinerator #1 was returned to service in preparation for MACT 129 permit testing. Testing was performed on November 29 and preliminary results indicate full compliance.

- (4) Maintenance and electrical staff worked to resolve issues with burners, preparing the incinerator for stack emissions testing.
- (5) One primary clarifier was returned to service following rebuild and one primary clarifier received emergency rebuild of screw conveyor and was returned to service. Two primary clarifiers remain out of service for repairs.
- (6) The Solids Handling (SH) Cameras used by Operators to monitor the belt delivering solids to the Incinerator failed on October 12. The contractor that services the cameras could not send a technician until November 3, and he did not return until November 16 indicating that he was waiting on parts. In the meantime, plant staff ordered the part and received it in two days. The contractor used the part to repair the cameras.
- (7) The VIP Remote Vibration Monitoring trial continues. The system identifies problems, and the contractor technician is very responsive to changes and trends from the system. Problems with centrifuges and Non-Potable Water (NPW) pumps were identified and corrected.
- (8) Centrifuge #3 experienced belt problems that resulted in replacement of the motor sheave on the drive end.

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

a. ATP

- (1) The plant met all Virginia Pollution Discharge Elimination System (VPDES) permit requirements.
- (2) On November 2, Department of Environmental Quality (DEQ) performed an inspection on the plant's Underground Storage Tanks (UST). The inspection went well pending a final report from DEQ.
- (3) Staff and TSD continue to work to minimize off site odors.
- (4) Staff received a noise complaint on Sunday evening November 13. The noise was coming from the rental boiler that was online due to an issue with the low water cut-off alarm not resetting. The rental boiler produces a low rumble sound that can be heard off plant site. Plant staff are working with the contractor to correct the issue.
- (5) The plant received four odor complaints via email. All four came from the Lago Mar neighborhood. Each complaint was investigated by TSD, and plant staff tried to pinpoint the odor source, but so far the source has not been determined.
- (6) Staff continue preparations for the annual Thermal Hydrolysis Process (THP) shutdown scheduled for the week of December 4 - December 9. Plant staff worked with other HRSD staff and contractors in planning the shutdown to be best prepared, as well as to reduce impacts on the

surrounding neighborhood.

- (7) Staff attended the Earth Action Day 2023 kick off meeting for the 2023 event. The tentative date is set for April 29, 2023.
- (8) Contractors continue coatings work on digester #4.
- (9) Staff and contractors completed the heat scan of all electrical assets this month.
- (10) Staff cleaned THP cooling hex #2 south bank, which developed a clog causing a reduction in flow.
- (11) Staff temporarily installed a new blower for digester #6 cover. Staff are ordering materials needed to complete installation of both blowers for this cover.
- (12) The plant lost power on November 11 and the radiators for the generators did not start. After investigating the cause, a tripped breaker was the culprit. Staff investigated and found some wires that had fused together and believe this was the cause of the problem. The wires have been replaced.
- (13) The main boiler for THP continued failing on a low water condition this month. This required the use of a rental boiler which resulted in a noise complaint. We are working with a contractor for troubleshooting the main boiler's low water issue and the rental boiler's noise complaints. Sound barriers may be required to reduce noise and will be included in the FY24 budget if that is the case.
- (14) Staff assisted with digging holes for trees that were planted on November 12 by the Sustainable Environment Advocacy (SEA) team and other HRSD volunteers. Approximately 90 trees were planted during this recent effort.
- (15) Contractor replaced electrical components preventing the use of aeration blower #1. After this work was completed, a bad thermocouple was discovered on the blower. A new thermocouple has been ordered.
- (16) Secondary clarifier #3 failed on an overload condition. Staff replaced electrical overload for this clarifier's drive.
- (17) Contractor replaced leaking coolant pump for emergency generator #2.
- (18) Contractor completed repairs to Combined Heat and Power (CHP) engine #1, awaiting the repair of CHP engine #2.
- (19) Staff completed repairs to primary clarifier #2. Still waiting for parts to repair primary #3.

- (20) Staff completed the rebuild of pre-dewatering centrifuge #2. They also replaced the cake drop chute for this machine since the old one was leaking.
- (21) Staff replaced a gearbox for final dewatering cake conveyor to the north storage pad.
- (22) Contractor repaired damage to a manhole for plant drain system. Odor D overflow drops into this manhole and the overflow from these scrubbers was deteriorating the concrete. Contractor replaced missing concrete and coated the manhole.
- (23) Staff assisted the engineering firm with gathering samples as part of root cause analysis of the failure of odor D fan.

b. BHTP

- (1) The plant met all VPDES permit requirements.
- (2) The plant experienced only a few minor events of higher-than-normal hypochlorite usage this month. Recent findings suggest saltwater infiltration during the high tides could be contributing to the high hypo demand. Staff have increased the solids retention time to act as a buffer for when the events happen, and the demand has continued to stay at more manageable levels.
- (3) Staff removed the interior components of grit tank #2 to include the buckets, chain, and debris. The grit tank has been prepared for coatings work to be done by outside contractors in December 2022.
- (4) Staff, with the assistance of outside contractors and the crane, removed Influent Pump Station (IPS) pump #4 which was sent to the machine shop for repairs. The contractors also assisted in installing the gearbox to the mixer in cell C of aeration tank 5. This gearbox was sent for repairs over 10 months ago. Staff are awaiting the repair of mixer B in aeration tank 5 which has been out for repair for over a year.
- (5) Staff noticed the Foreign Biosolids (FBS) pumping rate to the incinerator had been dropping off and then one of the two pumps stopped completely. Upon inspection of the FBS hopper and pumping components, staff discovered large chunks of concrete debris in the screws that feed the pump. The #1 FBS pump had a broken shaft and components, and staff are awaiting parts to conduct the repairs. The FBS pump #2 was also damaged but was repaired with parts on hand. The damage repair cost was over \$30,000 not including labor.

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

- (1) The plant met all VPDES permit requirements.
- (2) There were no odor exceptions or complaints during the month.

- (3) There was one reportable event for the month of November. On November 29 contractors broke a Non-Potable Water (NPW) line while excavating and 3,937 gallons were discharged with 787 gallons recovered.
- (4) The total volume of SWIFT Water® recharge into the Potomac aquifer for the month of November was 10.05 million gallons (MG) (34% Recharge Time based on 600 gpm).
- (5) Contractors continue construction of the Fats, Oils, and Grease (FOG) handling facility, with March 2023 as the projected date of final completion.
- (6) Centrifuge #1 was disassembled and shipped out on November 30 for overhaul, leaving the plant with two operational centrifuges.
- (7) Contractors are repairing concrete around the inlet slide gates and are coating the influent channel of primary clarifiers 1 and 2.
- (8) For the SWIFT RC, there were a couple of events that impacted recharge operations:
 - (a) Start-up operations of the new Managed Aquifer Recharge (MAR) well
 - (b) Contractor work related with the Speece cone
 - (c) Upsets at NTP (high Total Nitrogen to SWIFT)
 - (d) Contractor breaking an NPW line at NTP
 - (e) Internal programming issues
- (9) Contractual work for the Speece cone has been completed and tested. As a reminder, the Speece cone will help to increase the Dissolved Oxygen (DO) on SWIFT Water®. This was done as an attempt to avoid mobilization of metals like Arsenic in the aquifer.
- (10) The new Managed Aquifer Recharge (MAR) well is up and running.

2. James River (JRTP), Williamsburg (WTP), and York River (YRTP) Treatment Plant (JWY Group)

a. JRTP

- (1) The plant met all VPDES permit requirements.
- (2) There were no reportable wastewater events or odor scrubber deviations.
- (3) Staff started rehabilitation work on non-potable water pump #4, repairs to the digester boiler burners, and replacement of corroded supports to the

#1 primary clarifier weirs. Worn chemical lines to the centrifuge centrate treatment process and odor control scrubbers were replaced.

- (4) Staff coated the inside walls of all three Integrated Fixed Film Activated Solids (IFAS) motor control center (MCC) buildings. The rainwater drain system was modified on the #2 MCC building to help move rainwater away from the building and prevent standing water.
- (5) There continues to be no buildup of scum across primary clarifiers #3 and #4 after modifications to the scum removal system on both tanks was completed two months ago.
- (6) A contractor continued coating of the solids handling odor scrubbers and duct.
- (7) Contract work was started on modifying cell 3 of IFAS Tank #5 to create an aerobic/anoxic swing zone. Through this winter, the swing zone will be used to determine if ammonia reduction can be improved across the #5 IFAS tank.
- (8) The contractor drilling on-site wells worked on the well near the solids holding tank. The contractor drilling off-site wells worked on the well in the northwest corner of Riverview Farm Park near the high school.
- (9) The contractor continued work on the pipe connections between the IFAS effluent pipe and the secondary clarifiers influent distribution pipe on the Advanced Nutrient Removal Improvements (ANRI)/Sustainable Water Initiative for Tomorrow (SWIFT) project. They also continued work on the temporary secondary effluent piping that can be used during high flow events while the new secondary clarifiers are being constructed. The old shop on the administration building south end was demolished to make room for the new secondary clarifier. Excavation and shoring continued where SWIFT processes will be located. The contractor also began setting building piles.
- (10) The Shoreline Stabilization Project Kickoff meeting was held.

b. WTP

- (1) The plant met all VPDES permit requirements.
- (2) There were no reportable wastewater events, three reportable incinerator air events, twenty-one incinerator deviations, and one odor scrubber deviation. The incinerator air events were less than the minimum 12-hour average pressure drop and use of the emergency by-pass stack due a draft tube wiring failure, and use of the emergency by-pass stack due to the induced draft fan tripping out. The incinerator air deviations were a failure of the total hydrocarbon monitor to record two valid readings per hour due to failures of the equipment to properly calibrate. HRSD instrumentation specialists are trying to identify the problem with this unit.

The odor scrubber deviation was caused by a chemical setpoint that was too low.

- (3) Staff performed routine maintenance and repair.
- (4) Staff continued with replacement of aeration tank diffusers.
- (5) Work continued on the administration building renovation project. The contractor installed heating, ventilation, and air conditioning duct, worked on electrical fixtures and outlets, coated walls and floors, and installed restroom fixtures.
- (6) Staff worked with our contractor and Electrical and Instrumentation (E&I) division to identify power sources for the Solids Handling Improvement Project. One goal is to coordinate power needs for this project with the MCC Replacement Project.

c. YRTP

- (1) The plant met all VPDES permit requirements.
- (2) There were no reportable wastewater events and one odor complaint. The odor complaint was received by a resident in the Seaford area. HRSD's Technical Services Division investigated the odor but could not determine the odor's source.
- (3) Staff performed routine maintenance and repairs.
- (4) E&I staff worked on the installation of a new duct bank near the effluent of the secondary clarifiers. This duct bank will replace the existing, deteriorating duct bank.
- (5) The fifty-percent design review was completed for repair and replacement of corroded primary influent, primary effluent, and aeration influent piping.
- (6) The site for the building expansion portion of the administration building renovation project was excavated and compacted. Work on relocating an electrical duct bank was completed.

3. Multiple Hearth Incinerator (MHI) Operations Events Summary

- a. Total Hydrocarbon (THC) monthly averages (not to exceed 100 ppm) were met by all four MHI plants (Army Base, Boat Harbor, Virginia Initiative, and Williamsburg) with a THC continuous emissions monitoring (CEM) valid data captured of greater than 78%.
- b. The MHIs had two deviations from the required 129 SSI rule minimum operating parameters and three minor bypass events (<60 minute). The MACT 129 emission limits testing took place at VIP on November 29.

C. Small Communities (SC) Division (SCD)

1. Middle Peninsula

- a. There was one SSO in the Middle Peninsula System.
- b. On November 30, the Main Street PS in King William County experienced an overflow. An estimated 3,000 gallons were spilled due to a mechanical issue at an upstream pump station. Staff reset the pumps that had tripped at the upstream pump station; when that station came back online it overwhelmed the Main Street PS which spilled for approximately 30 minutes.
- c. There were no permit exceedances for the month.
- d. There were no odor complaints and no collection system complaints.
- e. There were no Miss Utility “No Shows” and no after-hour emergency tickets reported for the month.
- f. Seventeen new single-family home connections were made in November.

g. Urbanna Treatment Plant (UBTP)

Staff worked together with the project team preparing tanks for IFAS media. Seven loads of media were installed in Train 1 and 6 loads were added to train 2. Train 1 had never received IFAS media before and we expect to see an improvement in effluent quality throughout the winter months with the IFAS media in place.

h. West Point Treatment Plant (WPTP)

Shaw Construction completed Digester #2 rebuild.

i. King William Treatment Plant (KWTP)

KWTP Improvements Phase I project is progressing with the bypass of the Equalization (EQ) tanks. E&I and SCD staff were involved in pump replacements and functional testing of the new EQ pumping system. The bypass was removed on November 30.

j. Central Middlesex Treatment Plant (CMTP)

Staff installed the old King William bar screen at CMTP this month.

k. Chincoteague Treatment Plant

Staff held multiple meetings with Procurement, TSD, laboratory staff, and Environmental Systems Services, Limited, (ESS) to finalize the services contract. Preparations are being made for HRSD to take ownership of the package plant in early 2023.

2. Surry Systems

- a. There were no SSOs in Surry County.
- b. There were no permit exceedances this month.
- c. There were no odor complaints, and no collections system complaints.
- d. There were no Miss Utility “No Show” and no after-hour emergency tickets reported for the month.
- e. The new Surry to Smithfield force main and associated pump stations were activated. Surry Town Treatment Plant PS, Industrial Park PS, and Mount Ray PS were all brought online After several weeks of troubleshooting, programming and alarm issues, the system seems to be running very well.
- f. All flow has been redirected and the Surry Town Plant PS has been taken offline.
- g. The Consent Order deadline for taking the Surry Town Treatment Plant offline prior to December 31 has been met.
- h. NS Interceptor staff were instrumental throughout this project, providing multiple interceptor crews to perform valve operations and bleed air along the 26-mile force main to bring the new system back online in November.

3. Lawnes Point (LP)

- a. There were no SSOs for the month.
- b. Pump and Haul operations are ongoing. Atlantic Heating and Cooling performed four days of pump and haul of the Sequential Batch Reactor (SBR) tank this month.

4. Eastern Shore (ES)

- a. There were no SSOs for this month.
- b. There were no permit exceedances for the month.
- c. There were no odor complaints and no collections system complaints.
- d. There were no Miss Utility “No Show” and no after-hour emergency tickets reported for the month.
- e. Staff installed several new cleanouts throughout the collection system.

f. Onancock Treatment Plant (OTP)

- (1) Staff rebuilt Fine Screen #2 and are awaiting Programmable Logic Control (PLC) updates to bring it online.
- (2) E&I staff repaired heat trace systems all over the plant to provide freeze protection for water and chemical systems throughout the plant.
- (3) OTP had a failure of the Membrane #1 train. Membrane Filter # 1 had a cleat break in cassette #1 which caused the filter noodles to come unraveled and led to high Total Suspended Solids (TSS). Staff took the filter out of service and were able to find replacement parts to make interim repairs and bring the filter back online. These filters have never been taken out of service for inspection or deep cleaning in 11 years of operation. Staff are working with locality partners on training for proper maintenance procedures, and budgeting for complete train replacements of one filter rebuild per fiscal year for the next three fiscal years.

D. Electrical & Instrumentation (E&I)

1. Staff noticed Aeration Blower #1, the largest of four blowers at ATP, was constantly tripping during start-up. Working remotely with the equipment manufacturer's service representatives, Eaton, staff were able to troubleshoot the breaker assembly in the MCC. They determined that the source of malfunction was a faulty Silicon Controlled Rectifier (SCR) truck assembly. Staff assisted Eaton service representatives with installation and testing of a new SCR truck assembly.
2. Staff assisted the Preventative Maintenance (PM) contractor, Infralogix, with performing thermographic inspection surveys at ATP. Thermograph inspections allow us to proactively identify and resolve faulty cable connections and/or component(s) prior to a catastrophic failure. It also helps minimize process disruptions and reduce costs associated with equipment replacements.
3. Staff worked with the contractor, Automation Controls Company, to set up actuators for the Nitrification Enhancement Facility (NEF) project at BHTP.
4. HRSD Electrical Management requested Dominion Energy (DE) to revise the Letter of Supplement for the CETP due to the load reduction associated with the plant closure. The plant's power usage and billing has been cut in half and will provide an estimated monthly cost savings of \$20,000.
5. Staff installed an additional methane gas booster to provide redundancy for the digester at NTP.
6. In a continued effort to trace the origins of Phosphorous in the collection system that is affecting treatment processes at NTP, staff installed the Jarbalyzer phosphorous analyzer at Chesapeake PS #15. This site was selected due to previous sampling efforts identifying high concentrations of phosphorous within the PS's service area. The analyzer is equipped with alarms that are monitored by the City of Chesapeake.
7. Staff completed programming for the new Rockwell Programmable Logic Controller (PLC) and Maple Human Machine Interface (HMI) that will operate the new EQ Tank

Pumps for the Phase I Improvement project at KWTP. In addition, they also performed modifications to the existing Siemen's PLC and HMI to facilitate seamless interface between the two PLCs.

8. Staff responded to a malfunctioning bar screen motor at OTP. Troubleshooting determined the motor was single phasing due to damaged wires feeding the motor. Staff replaced the damaged wires and returned the motor to service.
9. Staff continue to work with the contractor, REW, to install conduit for new burners in the incinerator, at VIP.
10. Staff responded to multiple communication failures that affected several PSs on the repeater hub at YRTP. Staff determined the source of failure was a faulty media converter. Staff replaced the media converter, verified communications were operational for affected PSs, and returned the repeater to normal operation.
11. Staff responded to multiple communication failures that affected several PSs on the Gloucester Repeater Hub. During troubleshooting they determined the source of failure was a MOSCAD power supply that suffered thermal (heat) damage. Staff replaced the power supply, verified communications were operational for affected PSs, and returned the repeater to normal operation.
12. Staff were tasked with cutting over to the new SCADA system at Coliseum Pressure Reducing Station (PRS). The programming will consist of a joint effort between the Industrial Automation Programmers (IAP) and possibly Emerson. Staff will be verifying all the field devices, physical installation of equipment, and conductors. The Emerson Ovation Compact Controller (OCC 100) will allow Coliseum PRS to communicate and control other PSs that will be coming online in the future.
13. Staff worked with CEC and Systems East Inc. (SEI), the contractors, and Interceptors Division to test the top-end controls to the new SCADA Remote Terminal Unit (RTU) controls at Industrial PS.
14. Staff worked with Mid-Eastern Builders (MEB) and SEI, the contractors, to complete follow-up electrical inspections and station start up at both Mount Ray and Surry Industrial PS's.
15. Staff installed upgraded thermocouples and transmitters for the sample refrigerators located in the new Water Quality Services (WQ) building at the request of WQ. These upgraded temperature devices were installed to improve the accuracy and reliability of sample traceability.
16. The electrical manager and SWIFT Project Manager met with Dominion Energy (DE) to discuss easements proposed for various onsite and offsite injection wells. DE will make minor easement adjustments to conform with recommendations from prior discussions with Newport News City Parks.
17. Staff assisted Automotive with diesel generator load bank testing at Independence Boulevard and Laskin Road Pressure Reducing Stations (PRSs), Lucas Creek, Lodge Road, and Victoria PSs. The generators operated as designed and were returned to service.

18. Staff responded to 19 SCADA communication failures and three Telog communication failures. A communication failure is defined as a total loss of communication at a site that may require staff to respond to the site location during and/or after normal working hours.
19. The SS Electrical Manager, Keith Britt started on Monday, November 14.
20. The SCADA administration assistant and electrical manager updated the HRSD Design and Construction (D&C) Standards (Electrical Section 32). The updated documents were submitted to engineering for review. The final version of the standards will be uploaded to SharePoint in January 2023.

E. Support Systems (SS)

- a. The automotive and electrical personnel performed routine load bank and generator tests at Independence Blvd., Laskin Road, Plume St., Lucas Creek, and Morrison PSs. A monthly generator test was completed at NS and SS main complexes: all generators operated as designed and were returned to service.
- b. Facilities Maintenance (FM)
 - (1) Renovation of the electrical shop at ATP continues. The electrical contractor has started installing receptacles and network outlets. Tile flooring and drywall installation have been completed. Most walls have been painted and HVAC is scheduled to begin next month.
 - (2) Staff are working with YRTP staff to budget and replace foam in the fire suppression systems in the methanol and generator buildings. The current foam being used, AFFF, is outdated and unavailable for purchase. This project will cost around \$500,000.
 - (3) The Facilities Maintenance Techs (FMT) assisted with appliance purchases for the Powhatan house.
 - (4) Housekeeping completed carpet cleaning in 1434 Customer Care Center (CCC) and Finance.
 - (5) The Carpentry Shop (CS) repaired multiple locks for the SS and NS PS. CS also repaired, primed, and painted one office in the 1434 building, as well as assisted with replacing a door assembly in CEL.
 - (6) The Machine Shop (MS) had a total of 14 projects with one pump rebuild for BHTP. There was a notable project in which the staff assisted VIP staff with a complete overhaul on a screw conveyer that would have had a 16-week estimated delivery. The MS was able to produce what was needed in a little over two weeks.
 - (7) The cost was kept low because the materials needed were already at the shop.

c. Infrastructure Assessment (IA)

- (1) IA staff issued requisitions for work orders for the Closed-Circuit Television (CCTV) inspection of 42,544 Linear Feet (LF) for NS and SS Interceptors for FY23. Staff also issued requisitions for SC CCTV totaling 31,440 LF for FY23.
- (2) Staff completed an inspection of a drain line at BHTP from the secondary clarifiers to the Jefferson Ave PS.
- (3) Staff worked with engineering and SC to correct issues in GIS that were discovered during CCTV work orders.
- (4) The concrete coatings staff oversaw several coating and concrete projects. Staff completed coating work at the JRTP Odor Control System Phase VII. Staff continues to work on coating projects for the Contact Tanks Piping and primaries #1 and #2 at NTP. Rehabilitation projects for the aeration tanks, aluminum sulfate tanks, and acid secondary containment area at VIP are completed. Staff continue to work on leaks at the WTP Oxidation Tanks #1 & #2.

F. Resource Recovery (RR)

1. Staff worked on producing a financial strategy and a three-year master plan for the installation of a solar (photovoltaic) power system. The financial component is complete and will be presented to leadership in December 2022.
2. Staff continue to evaluate Methane reduction. The intent is to identify the highest methane producers in the force main system. Choosing the right technology depends on methane data. Several manufacturers of flares and regenerative thermal oxidizers were contacted. Staff provided the methane quantities to our annual services consultant so that a feasibility study could be considered.
3. Staff engaged with ATP staff to address the solids hauling needs. The plan is to haul ten loads of dewatered solids per day from December 5 to December 8. Staff engaged with a contractor that can provide trucks and drivers 24-hours per day for the four days. A contractor was also hired to install covers over trucks during unloading, to minimize off-site odors.
4. EDS Portal, the existing computerized daily log system for treatment plants, is being replaced with new software. A cross-function team is currently working on the project and producing the new reports. Staff are overseeing the project and are the treatment sponsor. The process is very detailed, and the consultant and staff are performing an outstanding job. In the first phase, new reports are being developed at VIP and YRTP. There are fourteen plants that will need to transfer to the new software.

G. Water Technology and Research

As reported in September 2022, anammox activity was detected in the mainstream process at JRTP. This is a tremendous development, confirming previous pilot work, and further moving partial denitrification-anammox (PdNA) into the realm of established treatment technology. In March, the first demonstration tank for PdNA in a moving Media Integrated Fixed Film Activated Sludge (MIFAS) configuration was placed in service at JRTP. After a few weeks of

biofilm carrier wetting and other construction, methanol addition was initiated in June. Based on pilot testing results, we expect to continue to observe increases in anammox activity over the next 12 months. As part of previous pilot testing of IFAS PdNA at JRTP and now full-scale operation, we have been operating some or all of the treatment plant in AvN (ammonia versus nitrate + nitrite) control, which is required for successful PdNA. We have learned that there is a need to polish residual carbon remaining in the anoxic zone effluent prior to the aerobic IFAS zone. This is needed to avoid excessively thick biofilm under winter conditions and thus maintain high nitrification rates. A decision was made to upgrade the second cell of the first anoxic zone to operate as a swing zone such that it can be aerated as needed during winter months. This will be tested in IFAS tank #5, the same tank with successful MIFAS PdNA. Subject to the outcome of this testing, the remaining eight IFAS tanks may also be upgraded with this swing zone.

H. MOM reporting numbers

MOM Reporting #	Measure Name	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
2.7	# of PS Annual PMs Performed (NS)	4	3	4	3	2							
2.7	# of PS Annual PMs Performed (SS)	3	6	7	8	3							
2.7	# of Backup Generator PMs Performed (Target is 4.6)	17	15	10	13	16							
2.8	# of FM Air Release Valve PMs Performed (NS)	105	192	136	181	403							
2.8	# of FM Air Release Valve PMs Performed (SS)	8	193	135	98	149							
2.9	# of Linear Feet of Gravity Clean (NS) (Target is 2,417 for HRSD)	2,685	4,501	4,298	2,197	3,549							
2.9	# of Linear Feet of Gravity Clean (SS) (Target is 2,417 for HRSD)	0	6130	7044	14,051	6,967							
2.9	# of Linear Feet of Gravity CCTV Inspection (HRSD Target 3,300 LF)	0	10,896	11,845	17,293	17,293							

I. Strategic Measurement Data

1. Education and Outreach Events: 8

- a. 11/04/2022 – VIP Tour for 25 ODU undergraduate students – Josh Coyle, Jacob Hoagland, Matt Poe, Shashank Khatiwada, and Mark Ballew
- b. 11/05/2022 – Operations Job Fair at North Shore and South Shore locations – Operations Employees
- c. 11/09/2022 – CWEA/CSAWWA Water Reuse Seminar to talk about “Revolutionizing the treatment of 1,4-dioxane using grill gas – Hannah Stohr and Germano Salazar-Benites
- d. 11/14/2022 - AWWA Water Quality and Technology Conference, Poster Presentation, Evaluation of Ozone Dissolution Systems and Their Effects on Bromate Formation in Water Treatment and Wastewater Reuse – Mack Pearce
- e. 11/15/2022 - AWWA Water Quality and Technology Conference, Podium Presentation, Evaluation of Ozone and Biofiltration as Barriers for Pathogen Removal in Water Reuse and Wastewater Treatment – Samantha Hogard
- f. 11/16/2022 - AWWA Water Quality and Technology Conference, Podium Presentation, Electron Beam Treatment for the Removal of 1,4-dioxane and PFAS – Mack Pearce
- g. 11/29/2022 - Senior Civil and Environmental Engineering Seminar, Virginia Military Institute – Charles Bott
- h. 11/29/2022 – ATP tour with Raleigh Water Cambi – Dana Gonzalez, Dave Ewing and Jeff Powell

2. Community Partners: 4

- a. DOE Jefferson Lab
- b. Gloucester County
- c. Mathews County
- d. Old Dominion University (ODU)

3. Monthly Metrics

Item #	Strategic Planning Measure	Unit	November 2022
M-1.4a	Training During Work Hours per Full Time Employee (FTE) (524) – Current Month	Hours / FTE	2.69
M-1.4b	Total Training During Work Hours per FTE (524) – Cumulative Year-to-Date	Hours / FTE	13.01
M-2.3a	Planned Maintenance Total Maintenance Hours	Total Recorded Maintenance Labor Hours	24,259.15
M-2.3b	Planned Maintenance – Preventive and Condition Based	percent of Total Maintenance Hours	60.13%
M-2.3c	Planned Maintenance - Corrective Maintenance	percent of Total Maintenance Hours	15.54%
M-2.3d	Planned Maintenance - Projects	percent of Total Maintenance Hours	24.33%
M- 4.1a	Energy Use: Treatment	kWh/MG	2,443
M-4.1b	Energy Use: Pump Stations	kWh/MG	250
M-4.1c	Energy Use: Office Building	kWh/MG	115
M-5.2	Educational and Outreach Events	Number	8
M-5.3	Number of Community Partners	Number	4

4. Annual Metrics

Item #	Strategic Planning Measure	Unit	FY-2023
M-2.3a	Planned Maintenance Total Maintenance Hours	Total Recorded Maintenance Labor Hours(average)	28,030
M-2.3b	Planned Maintenance – Preventive and Condition Based	% of Total Maintenance Hours (average)	61%
M-2.3c	Planned Maintenance-Corrective Maintenance	% of Total Maintenance Hours (average)	15%
M-2.3d	Planned Maintenance-Projects	% of Total Maintenance Hours (average)	24%
M-3.6	Alternate Energy	Total kWh	*
M- 4.1a	Energy Use: Treatment	kWh/MG	2,439
M-4.1b	Energy Use: Pump Stations	kWh/MG	218
M-4.1c	Energy Use: Office Building	kWh/MG	136

* To be provided once data is reported

Respectfully submitted,
Eddie M. Abisaab, PE
 Director of Operations

TO: General Manager

FROM: Director of Talent Management (TM)

SUBJECT: Monthly Report for November 2022

DATE: December 8, 2022

A. Talent Management Executive Summary

1. Recruitment Summary

Current Vacancies	57
New Recruitment Campaigns	5
Job Offers Accepted – Internal Selections	5
Job Offers Accepted – External Selections	19
Internal Applications	9
External Applications	125
Average Days to Fill Position	166.17

2. Employee Separation Summary

	November 2022	Total (April 2022- November 2022)
Career/Better Opportunity	1	10
Content of work	0	3
Family circumstances	1	3
Dismissal	0	5
Going to school	0	1
Lack of Opportunity for Advancement	0	1
Moving from the area	0	4
Salary	1	5
Retirement	0	9
End of Assignment (PT)	1	18
Unknown	0	1

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

Description	November 2022	Total (March 2020 – November 2022)
Quarantines due to illness or direct exposure (household or external)	0	452
Work Related Quarantines	0	106
Personal Travel Quarantines	0	61
Confirmed Employee COVID-19 Cases	12	325
Work Related Confirmed COVID-19 Cases	0	13
Contractor COVID-19 Cases on HRSD Sites*	0	12
Work Related exposure no quarantine required*	6	90
Vaccine Acknowledgements	5	892
Booster Acknowledgements	14	446
Vaccination Rate	93%	
Boosted*	44%	

*Added May 2022

4. Human Resources partnered with Operations to hold a Maintenance/Operations Trade Open House career fair at HRSD.

Description	North Shore	South Shore
Total Attendees	35	35
Total Interviews	35	20
Total Conditional Offers	21	19
Plant Operator Hires	4	2
Interceptor Assistant Hires*	3	1
Interceptor Technician	1	0
Heavy Equipment Operator	1	1
Maintenance Operator	2	0
Maintenance Operations Assistant	1	2

*Two applicants are scheduled to take the math skills test and need to place one Interceptor Assistant.

5. Benefits and Compensation

- a. Gallagher continues to compile the data for our compensation plan study, and we are awaiting their recommendations.
- b. Marsh and McLennan (MMA) was selected through the RFP process to continue providing their services as our benefits consultant.

6. Wellness Program

a. Participation

Year Ten Participation Activities	Unit	October 2022	Year to Date (March 2022–February 2023)
Biometric Screenings	Number	11	110
Preventive Health Exams	Number	11	67
Preventive Health Assessments	Number	42	115
Online Health Improvement Programs	Number	0	N/A
Web-MD Online Health Tracking	Number	0	N/A
New Challenges “ <i>Team to Team</i> ”	Number	41	194
Fit-Bit Promotion	Number	0	N/A

b. Chanda Giles, Dorissa Pitts-Paige, and Brenda Matesig interviewed a candidate for the onsite wellness specialist working for WellSpark. A well-qualified candidate was extended an offer, and Leonora (Norie) Ellis started training with WellSpark in November. She is scheduled to start with HRSD on December 12, 2022.

7. Organizational Development and Training

- a. Worked with consultant Hicks-Carter-Hicks (H-C-H) and the HRSD sponsor on several Diversity, Equity, and Inclusion (DE&I) initiatives
- b. Worked with consultant H-C-H on the Leadership Ethical Accountability Program (LEAP) supervisor training program. The topic was Building High Performing Teams
- c. Continued working on the LAMA Cohort 2022- 2023 program. The topic was Covey
- d. Facilitated the full day Your Role In Quality (YRIQ) workshop
- e. Held a luncheon for the LAMA Cohort and facilitation team
- f. Recruited and interviewed for both the Leadership and Workplace Facilitator Teams
- g. Continued work with the Customer Care Division to curate online learning paths and integration of available Corporate Training courses
- h. Continued work with the Water Quality Department to increase quality assurance training courses
- i. Began a new initiative with Water Quality to facilitate several focus groups around the topic of communication
- j. Continued work on the Corporate Training software. We successfully created badges for courses

- h. Continued to work with a cross-departmental team to advance the functionality of Canvas

9. Apprenticeship Program

- a. Participated in the HRSD Maintenance/Operations Trade Open House career event
- b. Celebrated National Apprenticeship Week with a breakfast on the North and South Shores
- c. Surveyed recent graduation participants and recommended changes to the program
- d. Work continued on the following:
 - (1) Apprenticeship Mentoring Program
 - (2) Catalog software
 - (3) Developing Standard Operating Procedures for ODT responsibilities
 - (4) Trade curricula revisions and course development to update and enhance course offerings

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

	<u>2021</u>	<u>2022</u>
Mishaps	33	40
Lost Time Mishaps	12	0
<i>Numbers subject to change pending HR review of each case.</i>		

11. Safety Division Monthly Activities

Safety Training Classes	14
Work Center Safety Inspections	8
Reported Accident Investigations	3
Construction Site Safety Evaluations	11
Contractor Safety Briefings	11
Hot Work Permits Issued	0
Confined Space Permits Issued/Reviewed	75
Industrial Hygiene Monitoring Events	3

B. Monthly Strategic Planning Metrics Summary

1. Education and Outreach Events: (6:

- a. 11/4/2022 Career and Technical Education (CTE) Engineering Summit
- b. 11/14/2022 Ready To RISE: College & Career Pathways Event, Indian River High School

- c. 11/17/2022 Bethel High School Career Fair
- d. 11/18/2022 Exceptional Family Member Job Fair, Fleet and Family Services
- e. 11/17/2022 State-wide Apprenticeship Convening-Tidewater Community College
- f. 11/28/2022 Grassfield High School lunch information session

2. Community Partners: (11)

- a. Civic Leadership Institute Program Day
- b. Hampton Roads Workforce Council
- c. VWEA Leadership Academy
- d. VWEA/AWWA Joint DE&I Committee
- e. Department of Rehabilitation and Aging (DARS)
- f. Future Farmers of America
- g. Virginia Department Social Services Full Employment Program (FEP)
- h. Virginia Beach City Public Schools
- i. Virginia Employment Commission (VEC)
- j. City of Hampton Public Schools
- k. City of Chesapeake Public Schools

3. Monthly Metrics

Item #	Strategic Planning Measure	Unit	November 2022
M-1.1a	Employee Turnover Rate (Total)	Percentage	0.50
M-1.1b	Employee Turnover - Service Retirements	Percentage	0%
M-1.4a	Total Training Hours Per Full Time Employee (18)	Total Training Hours/ FTE	2.61
M-1.4b	Total Training During Work Hours Per Full Time Employee (18) – Cumulative Fiscal Year-to-Date	Hours / FTE	14.64
M-5.2	Educational and Outreach Events	Number	6
M-5.3	Community Partners	Number	11

Respectfully submitted,

Dorissa Pitts-Paige
 Director of Talent Management

TO: General Manager
FROM: Director of Water Quality (DWQ)
SUBJECT: Monthly Report for November 2022
DATE: December 7, 2022

A. General

1. No civil penalties were issued by the Pretreatment and Pollution (P3) Division in November.
2. The Central Environmental Laboratory (CEL) completed updates to the Quality Assurance Manual and prepared mandatory training to meet Environmental Laboratory Accreditation Conference (NELAC) 2016 standard requirements, recently adopted by the Virginia Environmental Laboratory Accreditation Program (VELAP). Changes focus on quality control application and initial demonstration of capability requirements.
3. CEL, Technical Service Division (TSD) and Nansemond Treatment Plant (NTP) staff continued testing and data evaluation of online Chlorine Analysis as part of implementing the Alternate Test Procedure for compliance monitoring. Full-scale implementation will begin after data handling protocols are finalized.
4. WQ continued work with Operations staff to address ongoing odor issues at the Atlantic Treatment Plant (ATP). TSD maintained increased odor surveillance and work with ATP staff to identify and mitigate odor sources and provide immediate response to odor complaints.
5. DWQ participated in the following HRSD Activities:
 - a. Engagement Survey Review and Strategic Planning Workshops
 - b. HRSD Quality Steering Team (QST)
 - c. Hurricane Planning Meeting
 - d. SWIFT QST
 - e. SWIFT Strategy meeting
 - f. WQ Employee Fall Recognition Event

B. Quality Improvement and Strategic Activities

1. The Sustainability Environment Advocacy (SEA) Group performed the following:
 - a. Introduced the "HRSD Closet" – a program through which employees can donate their gently used uniforms. These donations are organized and available to any HRSD employee.
 - b. Coordinated a volunteer event at ATP on November 12 to install 42 trees, adding to the over 500 trees that have been planted since 2021. ATP staff were a vital partner in preparing and assisting with this event.

2. The WQ Communication team continued planning WQ focus group meetings. The team leader met with HRSD facilitators to review survey results and discuss next steps.

C. Municipal Assistance Program (MAP)

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

1. City of Franklin
2. City of Hopewell
3. Northumberland County
4. Prince William County
5. Town of Lawrenceville
6. Western Virginia Water Authority
7. Westmoreland County

D. Microbial Source Tracking (MST)

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

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

E. Strategic Planning Metrics Summary

1. Educational and Outreach Events: (0)
2. Community Partners: (6)
 - a. City of Chesapeake, Chesapeake Local Health District
 - b. City of Virginia Beach
 - c. Hampton Roads Planning District
 - d. Hampton Roads Planning District Commission (HRPDC) Fats, Oils & Grease (FOG) Subcommittee
 - e. Lynnhaven Now Citizen Monitoring project
 - f. Virginia Department of Health
3. Odor Complaints:

See attached [Effluent and Air Emissions Summary](#)

4. Monthly Metrics

Item #	Strategic Planning Measure	Unit	November 2022
M-1.4a	Training During Work Hours Per Full Time Employee (120) (Current Month)	Total Hours / # FTE	1.81
M-1.4b	Total Training During Work Hours Per Full Time Employee (120) (Cumulative Fiscal Year-to-Date)	Total Hours / # FTE	22.03
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	6:26,764
M-3.2	Odor Complaints	#	9
M-3.4	Pollutant Removal (Cumulative Fiscal Year-to-Date)	Total Pounds Removed	104,265,033
M-3.5	Pollutant Discharge (Cumulative Fiscal Year-to-Date)	% Pounds Discharged/ Pounds Permitted	14%
M-5.2	Educational and Outreach Events	#	0
M-5.3	Community Partners	#	6
	Average Daily Flow	Total MGD for all Treatment Plants	124.30
	Pretreatment Related System Issues	#	0

Respectfully submitted,
Paula A Hogg
 Director of Water Quality

EFFLUENT SUMMARY FOR NOVEMBER 2022

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	7.64	42%	1	2.5	2	1	1.2	0.91	5.7	4.5	4
ATLANTIC	41.66	77%	13	14	4	1	NA	NA	NA	NA	20
BOAT HARBOR	9.46	38%	7	7.7	11	2	1.2	0.79	32	27	5
CENT. MIDDLESEX	0.011	42%	<2	3.0	<1	<1	NA	NA	NA	NA	NA
JAMES RIVER	11.39	57%	6	4.0	2	1	0.32	0.57	9.8	9.4	4
KING WILLIAM	0.067	67%	<2	0.14	NA	1	0.23	0.20	1.4	2.2	NA
NANSEMOND	14.58	49%	4	4.2	2	1	0.43	0.62	4.0	3.8	0
NASSAWADOX	0.013	13%	1	9.2	1	2	0.32	0.62	14	15	NA
ONANCOCK	0.158	21%	<2	<1.0	2	5	0.49	0.28	2.9	1.6	NA
SURRY, COUNTY	0.031	48%	9	1.6	NA	NA	NA	NA	NA	NA	0
SURRY, TOWN	0.027	46%	2	**	NA	5	NA	NA	NA	NA	NA
URBANNA	0.060	60%	4	9.9	4	3	6.4	3.1	22	14	NA
VIP	20.32	51%	2	2.6	2	1	0.30	0.59	3.5	3.9	1
WEST POINT	0.313	52%	24	7.5	1	2	3.7	2.8	22	18	0
WILLIAMSBURG	8.34	37%	5	2.9	11	9	0.40	0.88	1.9	2.7	5
YORK RIVER	10.23	68%	7	0.77	1	1	0.18	0.26	5.9	5.0	3
	<u>124.30</u>										

	Tributary Summary						
	% of Capacity	<u>Annual Total Nitrogen</u>			<u>Annual Total Phosphorus</u>		
		Discharged	Operational		Discharged	Operational	
		YTD	Projection	CY22	YTD	Projection	CY22
Tributaries	%	Lbs	%	%	Lbs	%	
James River	49%	1,982,583	56%	48%	179,798	57%	
York River	64%	204,263	71%	60%	13,293	69%	
Rappahannock	72%	NA	NA	66%	NA	NA	

Permit Exceedances: Total Possible Exceedances, FY23 to Date: 6:26,764
Pounds of Pollutants Removed in FY23 to Date: 104,265,033
Pollutant Lbs Discharged/Permitted Discharge FY23 to Date: 14%

** No sample was collected
*Small Communities includes Eastern Shore

	Rainfall (inch)		
	<u>North Shore (PHF)</u>	<u>South Shore (ORF)</u>	<u>Small Communities (FYJ)</u>
Month	4.05"	3.11"	3.88"
Normal for Month	3.16"	3.09"	3.08"
Year to Date Total	45.75"	36.15"	38.48"
Normal for YTD	48.24"	46.02"	45.52"

AIR EMISSIONS SUMMARY FOR NOVEMBER 2022

	No. of Permit Deviations below 129 SSI Rule Minimum Operating Parameters								Part 503e Limits		
	Temp 12 hr ave (F)	Venturi(s) PD 12 hr ave (in. WC)	Precooler Flow 12 hr ave (GPM)	Spray Flow 12 hr ave (GPM)	Venturi Flow 12 hr ave (GPM)	Tray/PBs Flow 12 hr ave (GPM)	Scrubber pH 3 hr ave	Any Bypass Stack Use	THC Mo. Ave (PPM)	THC DC (%)	BZ Temp Daily Ave Days >Max
MHI PLANT											
ARMY BASE	0	0	0	0	0	0	1	0	46	83	0
BOAT HARBOR	0	0	0	n/a	0	0	0	0	22	100	0
VIP	0	0	0	n/a	0	0	0	1	21	99	0
WILLIAMSBURG	0	1	0	n/a	0	0	0	2	43	78	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:	9
HRSD Odor Scrubber H2S Exceptions:	1

Items of Interest – November 2022

MULTIPLE HEARTH INCINERATION (MHI)

Total Hydrocarbon (THC) monthly averages (not to exceed 100 ppm) were met by all four MHI plants (Army Base, Boat Harbor, Virginia Initiative, and Williamsburg) with a THC continuous emissions monitoring (CEM) valid data captured of greater than 78%.

The MHIs had two (2) deviations from the required 129 SSI rule minimum operating parameters and three (3) minor bypass events (<60 minute).

On November 15 DEQ conducted an air inspection at Williamsburg. DEQ believes by the historical change to how we are handling fats, oil, and grease (FOG) at the plant, HRSD's FOG at Williamsburg now meets the definition of a fuel. The potential re-definition of the FOG waste to a fuel has compliance and permitting implications. At DEQ's request, HSRD is sampling the FOG for analysis.

November 29, air emission limits stack testing was successfully conducted on MHI #1 at VIP. Field tested parameters demonstrated compliance. Lab analytical results are pending.

AIR PERMITS and ODOR CONTROL

November 22 Atlantic Plant's revised air permit was issue by DEQ. The plant should be able to easily meet the increased annual flare digester gas limit. While the new odor management plan for Atlantic is due to DEQ by January 20, 2023.

One (1) odor control scrubber system hydrogen sulfide (H₂S) exception was measured and a total of nine (9) odor complaints were received during November as follows:

Atlantic Plant received five (5) odor complaints. The complaints are dated November 1 and 2, November 5th, the 11th and 28th. One complaint was received from an Ocean Lakes neighbor who contacted HRSD about plant odors that occurred with the worst-case meteorological conditions. The other four complaints came from a neighbor in Lago Mar subdivision south of the plant. Plant Staff and TSD responded to all five complaints where most were attributed to being from various odors from the plant.

York River received two (2) odor complaints from a neighbor located on Back Creek Road, Seaford, VA just across from the road from the plant. Plant Staff and TSD responded the best we possibly could to these complaints that were all made well after normal working hours on November 7 and 15. HRSD is working with the resident to establish hydrogen sulfide monitoring at their residence to determine H₂S concentrations and, in turn, identifying the potential source of odor.

Two non-HRSD odor complaints were received by HRSD. In both cases the complaints were referred to the appropriate local jurisdiction for resolution.

HRSD is providing H₂S monitoring equipment to Old Dominion University Facilities Maintenance Department in their effort to resolve on campus sewer gas issues.

TREATMENT

DEQ was notified of the following reportable events:

Army Base

On November 10 Fire & Life Safety America (FLSA) was on site to perform preventative maintenance on the fire sprinkler and suppression system when Aqueous Film Forming Foam (AFFF) was accidentally discharged at the methanol facility. ABTP staff and FLSA supervisor sand bagged all storm drains in the area and the methanol feed systems were secured. Upon investigation the AFFF bladder did not discharge, the foam coming out was a result of AFFF left in the lines from previous maintenance/testing. When the city water (potable) water was turned on for testing it pushed the residual foam out. The FLSA tech secured the potable water immediately upon seeing the foam. HEPACO was contracted to clean up the foam using absorbent, shovels, and brooms and all material was bagged and disposed of by HEPACO. Approximately 3 gallons of AFFF was not recovered from the ground.

On November 13 there was a loss of chlorination and a chlorine residual below 0.10. This event occurred when a low tank level created off gas conditions and hypo flow was lost. The gas in the line was released and the operator switched tanks restoring hypo flow at 02:20. This event did not meet the 24-hr reporting requirement.

Nansemond

On November 29 contractors broke a buried Non-Potable Water (NPW) line while excavating. NPW Pumps and an upstream valve were secured, and contractors attempted recovery with a submersible sump pump. Approximately 787 gallons of NPW was recovered while 3150 gallons soaked into the ground.

SYSTEM/TREATMENT, SMALL COMMUNITIES, SURRY, AND EASTERN SHORE

King William Pump Station

On November 30 the Main Street Pump Station hydraulically overloaded and a nearby manhole overflowed when a pump failed at an upstream pump station. The upstream station pumps were reset and system operation returned to normal. Approximately 3000 gallons of raw wastewater was released onto the ground to Moncuin Creek.

Town of Surry

As a function of the plant flow ceasing on Monday November 14, due to the flow being diverted to the Nansemond Plant through the newly constructed force main, the required 2/Week frequency for E. Coli was not met for the week of November 13. Only one E. Coli sample was collected during this calendar week, on November 14. Also, a sampling oversight resulted in the required frequency of TSS sample collection not being met for the month. The permit requires one TSS sample per month, however, TSS was not analyzed during the month of November. All other required parameters were analyzed for the month.

Surry County

During the Month of November, the Surry County WWTP reported one exceedance of the weekly Maximum copper concentration limit. The Sample was taken on 11/15 and had a value of 6.0 (mg/L) which is above the 5.9mg/L permitted limit. No other samples were collected during the month, so both the weekly maximum concentration and the monthly average concentration limits were exceeded. In the past, the county school pump station has been identified as a source of high copper concentrations, but no direct source has been identified at this time.

Additionally a sampling oversight resulted in the required frequency of TKN sample collection not being met for the 2-month time frame of October and November. The permit requires one TKN sample per 2-month, however, TKN was not analyzed during this time.

The Surry to Smithfield Force Main Project has been completed and is currently active. There is still some valving and pipe work remaining until the County Plant flow can be diverted, but our current schedule tentatively takes the county plant offline in early 2023.

2022 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	NA	0.23	NA	NA	0.19	NA	NA	0.06	NA	
	TKN	3.0	<0.50	NA	NA	<0.50	NA	NA	0.52	NA	NA	<0.50	<0.50	
King William	Zinc	*	75	NA	NA	18	NA	NA	NA	25	NA	54	NA	
	TKN	3.0	1.3	2.6 [^]	0.44	0.40	0.26	0.27	0.24	0.13	0.03	0.28	0.35	
Nassawadox Riverside	Cadmium	2.0	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	
	Copper	23	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	
	Nickel	38	17	23	14	15	<10	<10	<10	<10	<10	<10	<10	
	Zinc	150	<50	<50	<50	<50	<50	<50	<50	<50	<50	<50	<50	
	Ammonia	1.7	2.2 [^]	0.09	0.07	0.09	0.07	0.08	0.06	0.06	0.04	0.03	0.04	
Onancock	Copper	12	2.0	NA	NA	1.3	NA	NA	2.7	NA	NA	1.7	NA	
	Ammonia	0.90, 2.0	0.29	0.16	0.02	0.04	0.10	0.18	0.49	0.06	0.75	<0.02	0.10	
Surry County	Copper	5.9	3.0	2.0	1.0	4.0	4.0	5.5 [^]	3.0	5.6	4.0	3.0	6.0	
	Zinc	56	24	33	11	31	28	37	16	21	14	17	23	
	Ammonia	0.77	NA	NA	NA	NA	NA	**	1.9 [^]	0.09	0.03	0.10	NA	NA
	TKN	3.0	0.55	NA	0.57	NA	2.7	NA	<0.50	NA	0.78	NA	**	
Town of Surry	Copper	12	2.0	6.0	3.0	5.0	4.0	2.0	3.0	2.0	2.0	11	2.0	
	Zinc	39	14	12	12	14	11	10	11	10	10	19	9	
	Ammonia	4.5	0.11	0.10	0.11	0.11	<0.10	<0.10	<0.10	0.16	0.10	2.2	0.46	
	TKN	6.7	2.0	1.9	1.8	1.3	0.57	1.2	1.6	0.71	1.9	2.8	1.2	
Urbanna	Ammonia	3.83, 9.08	7.76	0.05	1.26	0.08	0.41	0.14	<0.02	0.08	0.12	0.25	0.11	

*No limit. Treatment objective 53 ug/L

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

[^] NR monthly average 2.2, weekly Jan 23 3.4

[^] KW monthly average 2.6, weekly Feb 6 9.95

[^] CSY monthly average 5.5, weekly June 5 7.0

** CSY weekly ammonia samples not collected during the month of June

[^] CSY monthly average 1.9, weekly July 3 7.7

** CSY TKN sample was not collected during the monitoring period (Oct and Nov)

2022 MONTHLY FLOW AVERAGES

	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	YR AVG	FY AVG
Army Base	8.38	8.29	9.12	8.56	8.56	8.05	8.01	7.53	7.38	7.59	7.64		8.10	7.63
Atlantic	42.47	42.46	42.81	40.26	42.88	43.58	46.32	46.01	43.20	42.19	41.66		43.08	43.88
Boat Harbor	15.64	13.78	13.31	12.04	11.66	10.17	10.10	9.51	9.63	9.67	9.46		11.36	9.67
C.Middlesex	0.005	0.006	0.006	0.010	0.011	0.011	0.011	0.012	0.013	0.011	0.011		0.009	0.011
Ches-Eliz	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00
James River	14.47	13.70	14.65	13.10	12.12	11.39	11.97	11.95	11.65	11.65	11.39		12.55	11.72
King William	0.064	0.050	0.066	0.070	0.069	0.073	0.071	0.073	0.074	0.074	0.067		0.068	0.072
Lawnes Point	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000		0.000	0.000
Nansemond	16.32	15.78	16.16	15.46	15.54	14.53	14.64	14.99	14.42	14.53	14.58		15.18	14.63
Nassawadox	0.020	0.013	0.022	0.023	0.017	0.016	0.016	0.013	0.013	0.013	0.013		0.016	0.013
Onancock	0.177	0.160	0.208	0.174	0.171	0.175	0.174	0.155	0.143	0.165	0.158		0.17	0.159
Surry, County	0.047	0.043	0.057	0.046	0.040	0.036	0.039	0.039	0.037	0.034	0.031		0.041	0.036
Surry, Town	0.043	0.044	0.057	0.047	0.039	0.032	0.041	0.035	0.024	0.026	0.027		0.038	0.031
Urbanna	0.041	0.034	0.038	0.059	0.068	0.074	0.075	0.068	0.061	0.065	0.060		0.058	0.066
VIP	25.64	26.17	27.83	23.85	23.53	20.25	20.27	20.39	19.82	22.08	20.32		22.74	20.58
West Point	0.433	0.385	0.429	0.415	0.345	0.312	0.297	0.300	0.286	0.279	0.313		0.345	0.295
Williamsburg	8.25	7.59	8.41	8.51	8.64	8.49	9.36	9.72	9.64	9.88	8.34		8.80	9.39
York River	14.08	12.97	13.66	12.81	12.35	11.02	10.87	10.43	9.80	10.29	10.23		11.68	10.32
North Shore	52.45	48.03	50.03	46.45	44.76	41.07	42.30	41.60	40.71	41.50	39.43		44.39	41.10
South Shore	92.81	92.70	95.92	88.13	90.52	86.40	89.24	88.93	84.81	86.39	84.20		89.09	86.71
Small Communities	0.83	0.73	0.88	0.84	0.76	0.73	0.72	0.70	0.65	0.67	0.68		0.74	0.68
TOTAL	146.09	141.47	146.84	135.42	136.04	128.20	132.26	131.22	126.17	128.55	124.30		134.23	128.50

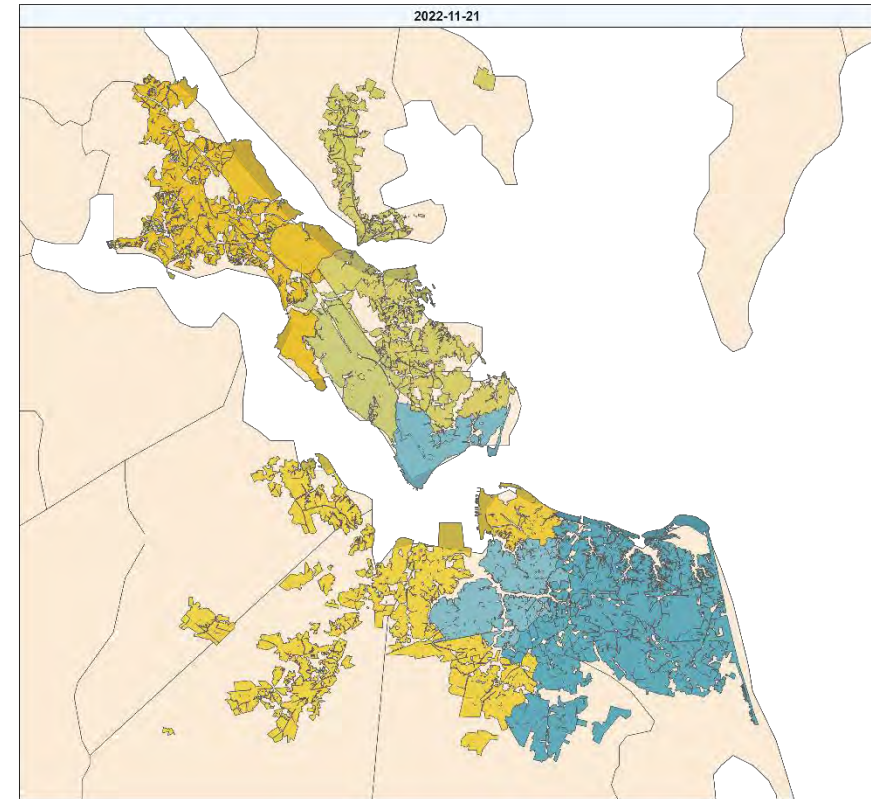
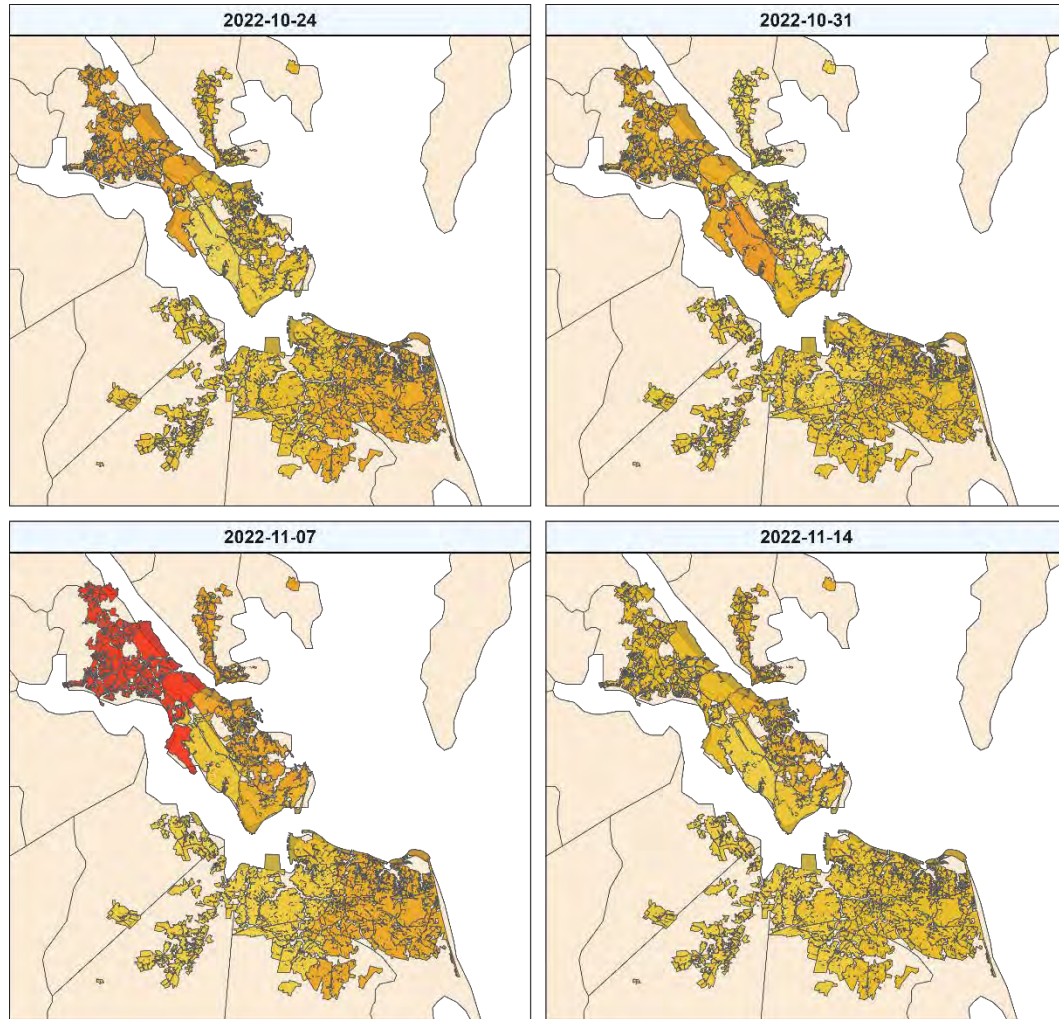
Bold values indicate monthly plant flow average >95% of permitted design flow



Wastewater Surveillance Commission Report

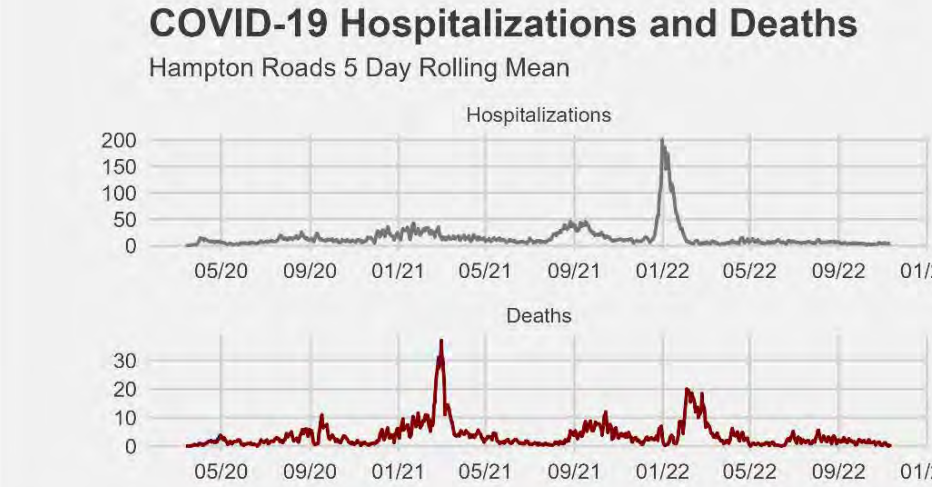
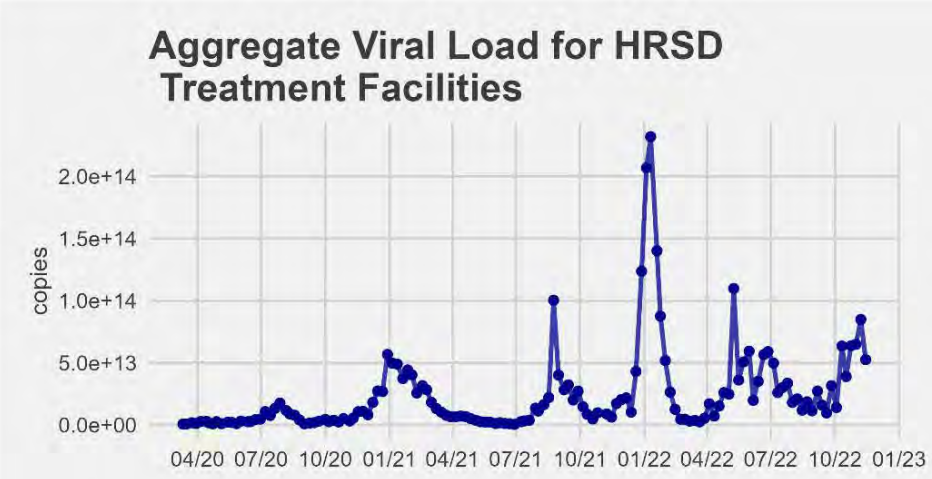
November 2022

SARS-CoV-2 Most Recent 5 Weeks

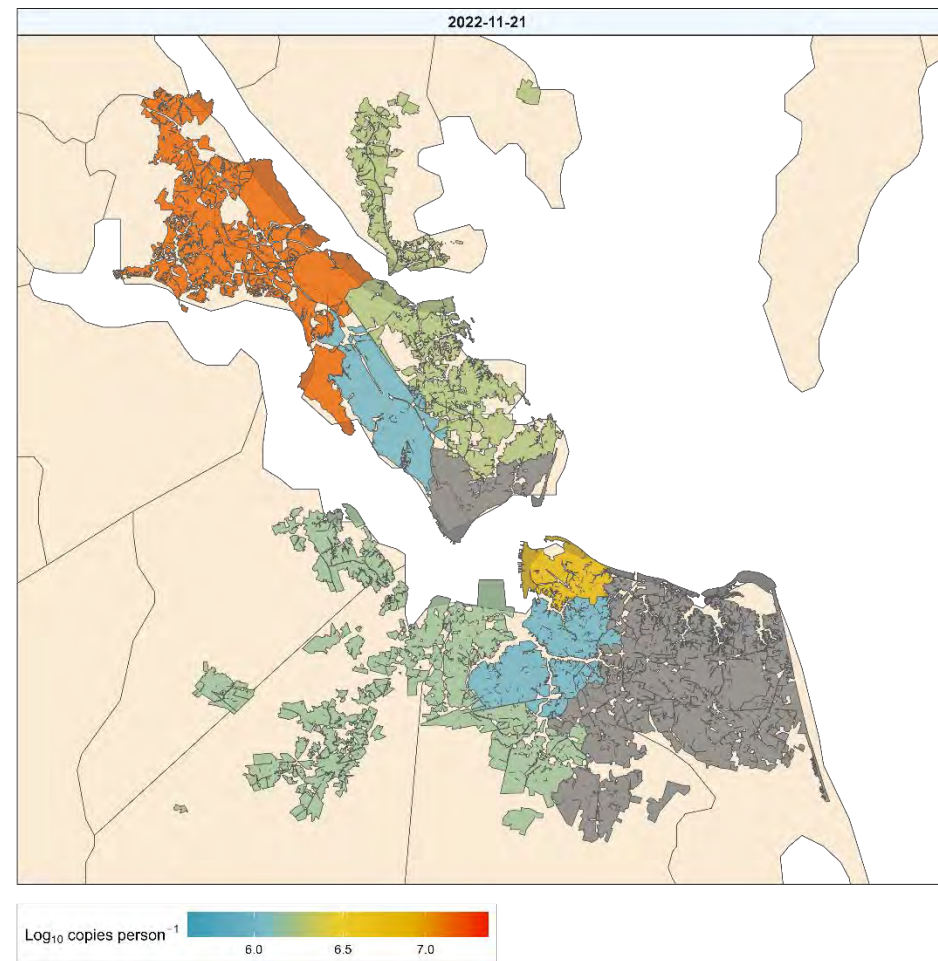
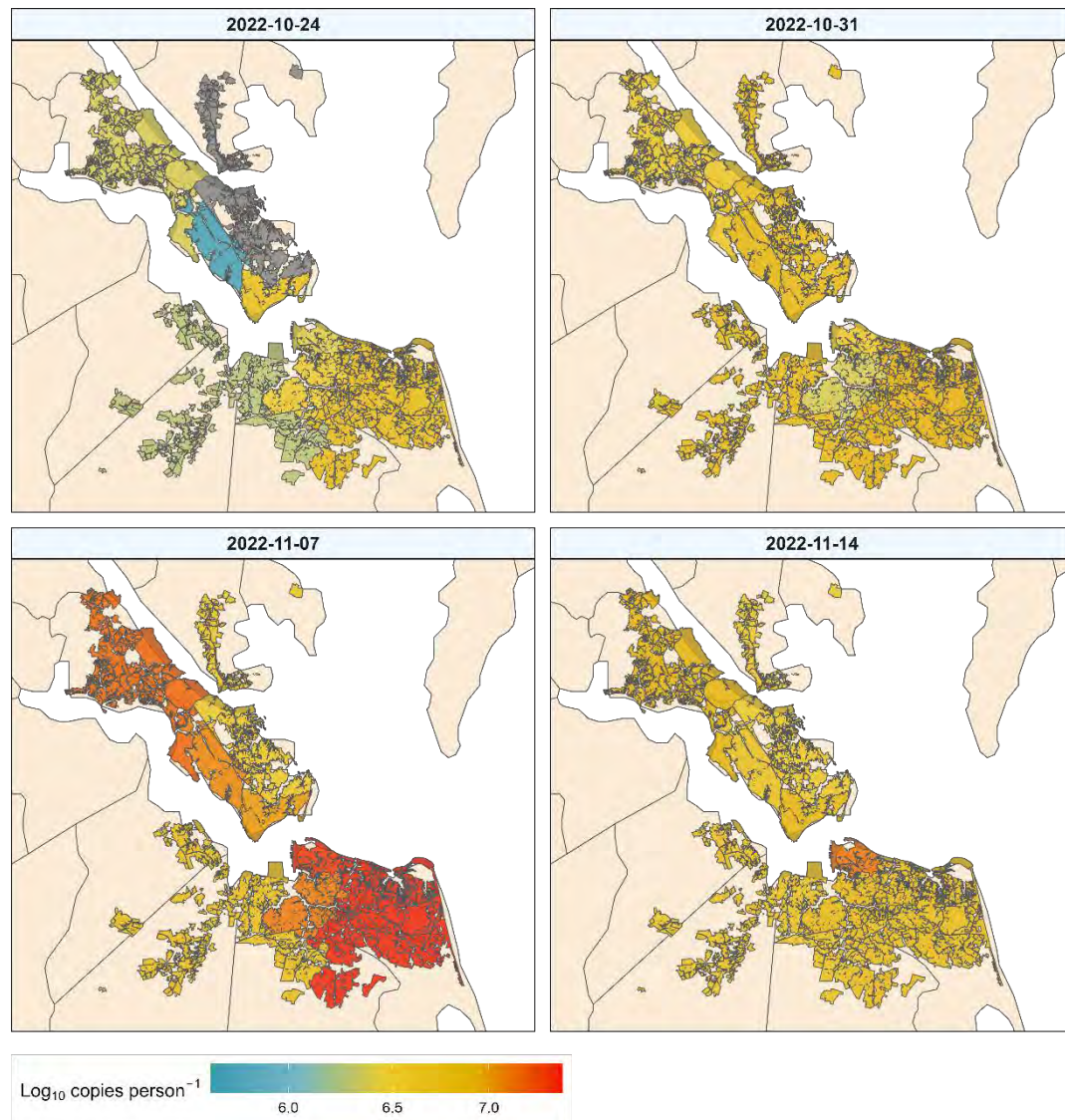


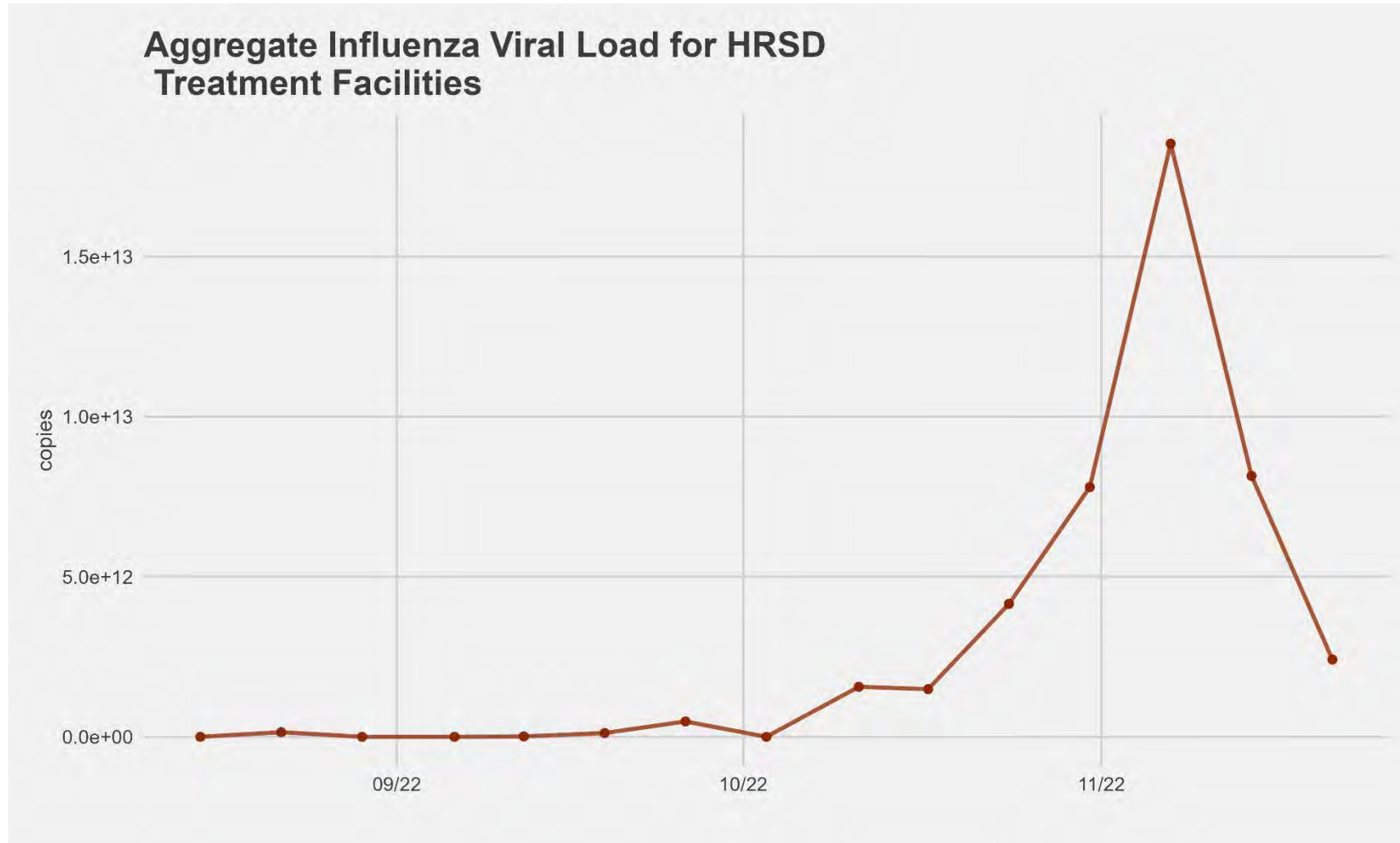
** Note that the scale for this heatmap is now based on the range of the most recent 5 weeks of data.

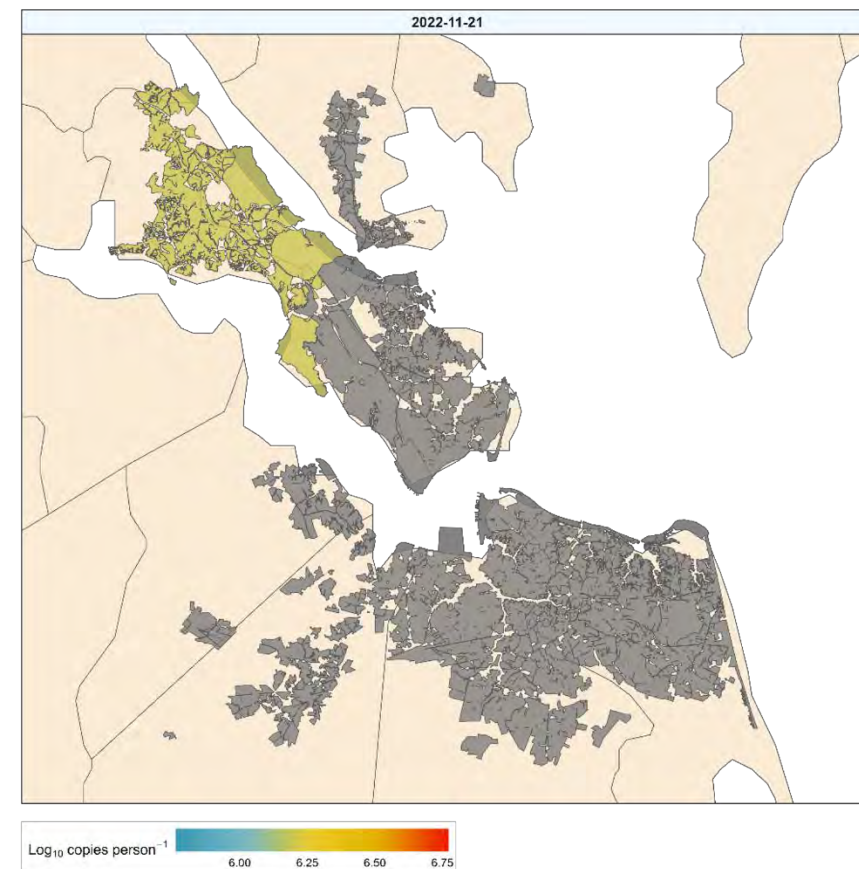
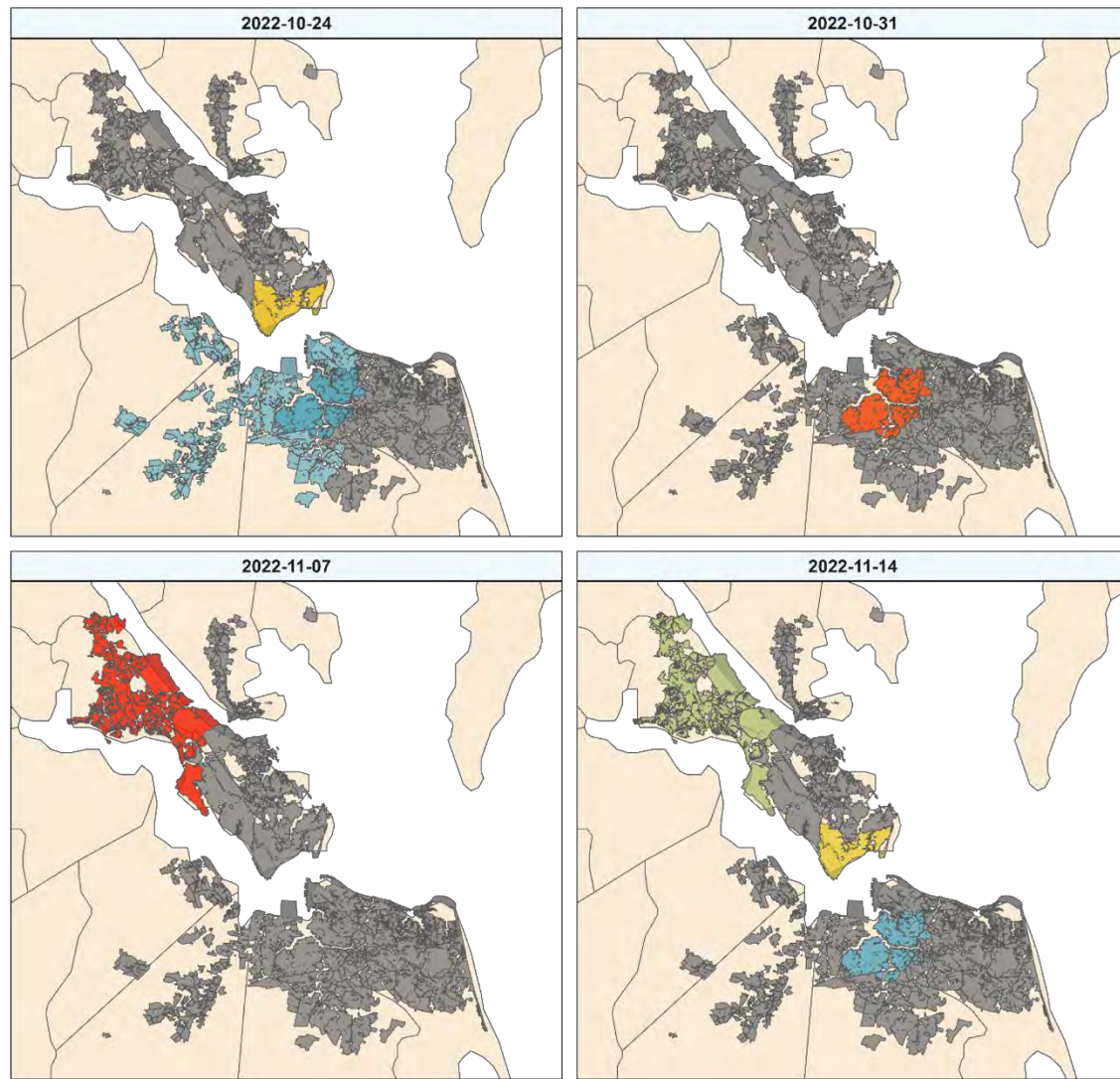
Regional Viral Load, Hospitalizations, and Deaths



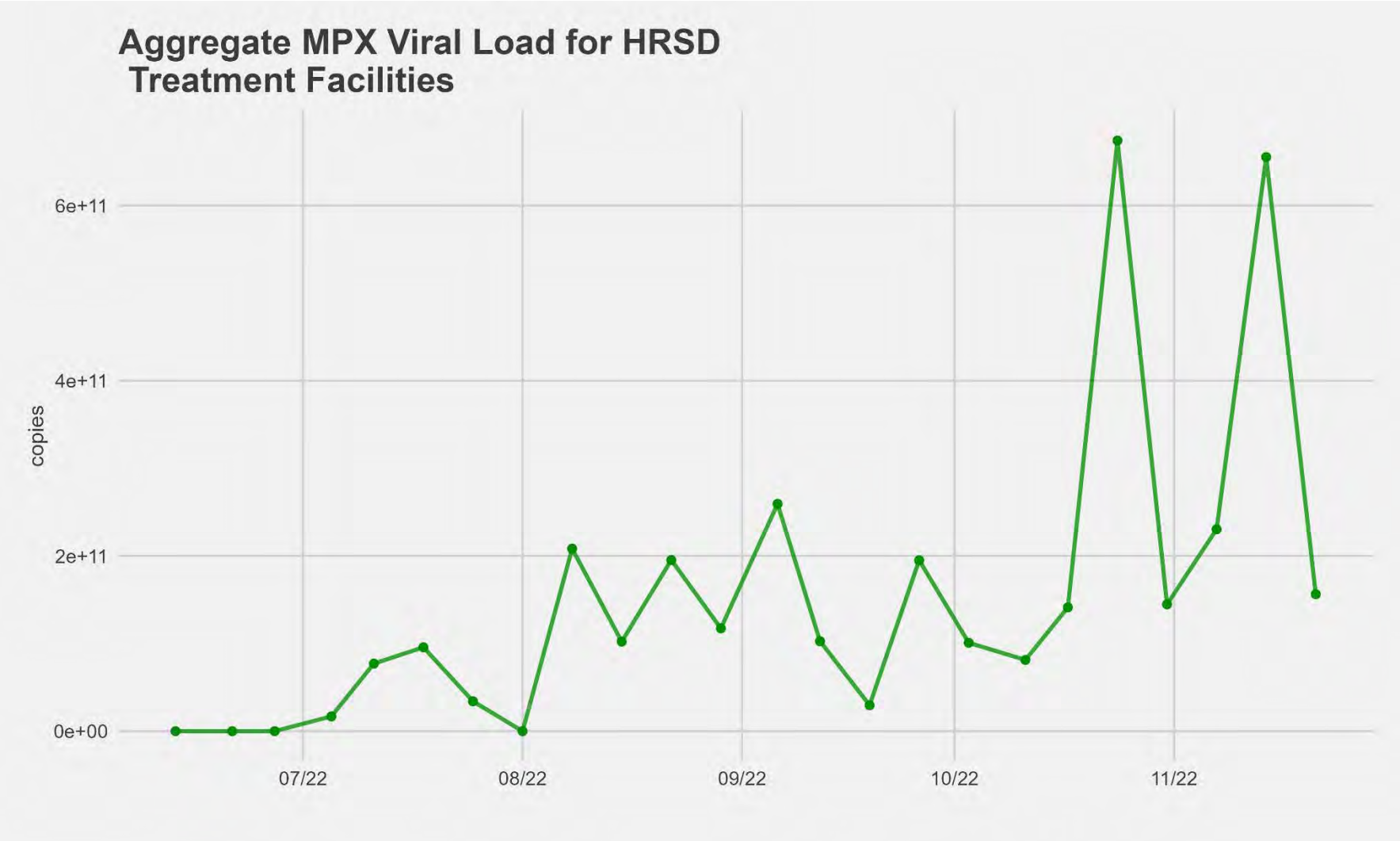
Influenza







** Williamsburg facility data on the 11.21 heatmap currently reflect results from the previous sample on 11.14. The 11.21 data will be updated when results are confirmed





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 monitoring.

I. Projects in Process

Personally Identifiable Information

- **Tasks Completed (November 2022)**
 - Commenced planning procedures
 - Attended pre-planning meetings
 - Conducted entrance meeting
 - Developed survey
- **Upcoming Tasks (December 2022)**
 - Send survey (sent 12/7)
 - Continue planning procedures
 - Begin drafting audit program

Grants Management

- **Tasks Completed (November 2022)**
 - Conducted additional process walkthroughs
 - Updated flowcharts, checklists/tools
- **Upcoming Tasks (December 2022)**
 - Conduct additional process walkthroughs, as needed
 - Finalize flowcharts, checklists/tools
 - Develop preliminary improvement opportunities

Freedom of Information Act (FOIA)

- **Tasks Completed (November 2022)**
 - Drafted and issued final report
- **Upcoming Tasks (December 2022)**
 - Update report based on HRSD feedback

Family Medical Leave Act (FMLA)

- **Tasks Completed (November 2022)**
 - Received remaining documentation from Talent Management
 - Continued fieldwork procedures
- **Upcoming Tasks (December 2022)**
 - Finalize fieldwork procedures
 - Present preliminary observations



II. Management Action Plan Monitoring

SC&H is performing on-going management action plan (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
Safety Division	9/12/19	January 2023	2	1	3
SWIFT Program	2/24/2021	January 2023	9	3	12
Succession Planning	6/4/2021	January 2023	0	4	4
Emergency Repairs	1/18/2022	February 2023	0	3	3
D&C: CIP Project Management	5/11/16	Closed	13	0	13
HR Benefits	11/22/16	Closed	15	0	15
Inventory	4/20/17	Closed	5	0	5
Procurement/ProCard	8/23/17	Closed	11	0	11
Engineering Procurement	4/20/18	Closed	8	0	8
Corporate Governance: Ethics Function	3/21/18	Closed	5	0	5
Treatment Plant Operations	10/15/18	Closed	9	0	9
Permitting	2/4/20	Closed	2	0	2
Payroll	3/27/20	Closed	3	0	3
Customer Care Division	7/26/19	Closed	4	0	4
Pollution Source Control	6/2/20	Closed	8	0	8
Fleet Services	2/24/2021	Closed	17	0	17
Biosolids Recycling	10/8/16	Closed	8	0	8
Unifier/ERP Integration	6/27/2022	Closed	4	0	4
Totals			123	11	134

Annual Metrics																
Item	Strategic Planning Measure	Unit	Target	FY-10	FY-11	FY-12	FY-13	FY-14	FY-15	FY-16	FY-17	FY-18	FY-19	FY-20	FY-21	FY-22
M-1.1a	Employee Turnover Rate (Total)	Percentage	< 8%	5.63%	4.09%	6.64%	7.62%	8.22%	9.97%	6.75%	6.66%	9.99%	6.63%	6.78%	6.31%	16.04%
M-1.1b	Employee Turnover Rate within Probationary Period		0%		2.22%	8.16%	14.58%	9.68%	0.66%	0.13%	0.90%	1.01%	2.10%	3.08%	5.44%	1.64%
M-1.2	Internal Employee Promotion Eligible	Percentage	100%		59%	80%	70%	71%	64%	69%	68%	85%	63%	78%	78%	65%
M-1.3	Average Time to Fill a Position	Calendar Days	< 30		70	60	52	43.76	51	56	67	67	66	60	95	74.52
M-1.4	Training Hours per Employee - cumulative fiscal year-to-date	Hours	> 40		30.0	43.8	37.5	35.9	42.8	49.0	48.4	41.1	40.9	39.3	28.2	32.3
M-1.5a	Safety OSHA 300 Incidence Rate Total Cases	# per 100 Employees	< 3.5	6.57	6.15	5.8	11.2	5.07	3.87	7	5.5	5.7	4.1	4.8	4.1	4.53
M-1.5b	Safety OSHA 300 Incidence Rate Cases with Days Away	# per 100 Employees	< 1.1	0.74	1.13	1.33	0.96	1.4	0.82	1.9	1	1.1	0.8	1.34	1.3	1.09
M-1.5c	Safety OSHA 300 Incidence Rate Cases with Restriction, etc.	# per 100 Employees	< 0.8	3.72	4.27	2.55	4.5	2	1.76	3.6	2.8	2.8	1.8	1.6	4.1	3.43
M-2.1	CIP Delivery - Budget	Percentage			113%	96%	124%	149%	160%	151%	156%	160%	170%	170%	123%	120%
M-2.2	CIP Delivery - Schedule	Percentage			169%	169%	161%	150%	190%	172%	173%	167%	159%	159%	155%	152%
M-2.3a	Total Maintenance Hours	Total Available Mtc Labor Hours Monthly Avg			16,495	22,347	27,615	30,863	35,431	34,168	28,786	28,372	31,887	29,596	28,722	28,030
M-2.3b	Planned Maintenance	Percentage of Total Mtc Hours Monthly Avg			20%	27%	70%	73%	48%	41%	43%	44%	59%	59%	62%	61%
M-2.3c	Corrective Maintenance	Percentage of Total Mtc Hours Monthly Avg			63%	51%	12%	10%	18%	25%	25%	24%	18%	19%	16%	15%
M-2.3d	Projects	Percentage of Total Mtc Hours Monthly Avg			18%	22%	20%	18%	32%	34%	32%	32%	27%	25%	22%	24%
M-2.4	Infrastructure Investment	Percentage of Total Cost of Infrastructure	2%		8.18%	6%	6%	4%	7%	7%	5%	5%	4	5%	7%	6%
M-3.3	Carbon Footprint	Tons per MG Annual Total			1.61	1.57	1.47	1.46	1.44	1.45	1.58	1.66	1.58	1.7	1.75	1.89
M-3.6	Alternate Energy (Incl. Green Energy as of FY19)	Total KWH			0	0	0	5,911,289	6,123,399	6,555,096	6,052,142	5,862,256	47,375,940	56,473,800	58,044,110	*
M-4.1a	Energy Use: Treatment	kWh/MG Monthly Avg			2,473	2,571	2,229	2,189	2,176	2,205	2,294	2,395	2,277	2,408	2,459	2,439
M-4.1b	Energy Use: Pump Stations	kWh/MG Monthly Avg			197	173	152	159	168	163	173	170	181	174	170	218
M-4.1c	Energy Use: Office Buildings	kWh/MG Monthly Avg			84	77	102	96	104	97	104	104	95	102	82	136
M-4.2	R&D Budget	Percentage of Total Revenue	> 0.5%		1.0%	1.4%	1.0%	1.3%	1.0%	0.8%	1.3%	1.4%	1.8%	1.3%	1.4%	1.4%
M-4.3	Total Labor Cost/MGD	Average Daily Flow		\$1,028	\$1,095	\$1,174	\$1,232	\$1,249	\$1,279	\$1,246	\$1,285	\$1,423	\$1,348	\$1,487	\$1,545	\$1,542
M-4.4	Affordability	Median Household Income	< 0.5%		0.48%	0.41%	0.43%	0.53%	0.55%	0.59%	0.60%	0.64%	0.71%	0.67%	0.65%	0.65%
M-4.5	Total Operating Cost/MGD	365/5-Year Average Daily Flow		\$2,741	\$2,970	\$3,262	\$3,316	\$3,305	\$3,526	\$3,434	\$3,592	\$3,959	\$3,823	\$4,048	\$4,311	\$4,436
M-5.1	Name Recognition	Percentage (Survey Result)	100%	67%	71%	N/A	62%	N/A	60%	N/A	N/A	53%	N/A	53%	N/A	N/A
M-5.4	Value of Research	Percentage - Total Value/HRSD Investment			129%	235%	177%	149%	181%	178%	143%	114%	117%	143%	138%	128%
M-5.5	Number of Research Partners	Annual Total Number			42	36	31	33	28	35	15	20	26	32	27	39
	Rolling 5 Year Average Daily Flow	MGD		157.8	155.3	152	154.36	155.2	151.51	153.09	154.24	152.8	152.23	149.84	149.72	145.75
	Rainfall	Annual Total Inches		66.9	44.21	56.21	46.65	46.52	51.95	54.14	66.66	49.24	53.1	48.49	54.04	38.18
	Billed Flow	Annual Percentage of Total Treated		71.9%	82.6%	78%	71%	73%	74%	72%	73%	76%	72%	78%	72%	84%
	Senior Debt Coverage	Net Revenue/Senior Annual Debt Service	> 1.5	2.51%	2.30%	2.07%	1.88%	1.72%	1.90%	2.56%	3.10%	3.59%	4.84%	5.80%	6.03%	7.55%
	Total Debt Coverage	Net Revenue/Total Annual Debt	>1.4	1.67%	1.67%	1.46%	1.45%	1.32%	1.46%	1.77%	1.93%	2.03%	2.62%	2.81%	2.66%	3.04%

*to be reported

Monthly Updated Metrics																	FY-23	FY-23
Item	Strategic Planning Measure	Unit	Target	FY-10	FY-11	FY-12	FY-13	FY-14	FY-15	FY-16	FY-17	FY-18	FY-19	FY-20	FY-21	FY-22	Sep-22	Oct-22
	Average Daily Flow	MGD at the Plants	< 249		136	146.5	158.7	156.3	153.5	155.8	153.5	145.8	152.7	141.5	155.3	131.3	126.2	128.6
	Industrial Waste Related System Issues	Number	0		3	6	6	6	2	4	7	4	7	1	2	4	3	0
	Wastewater Revenue	Percentage of budgeted	100%		97%	96%	98%	107%	102%	104%	103%	103%	104%	106%	106%	106%	108%	109%
	General Reserves	Percentage of Operating and Improvement Budget	75% - 100%		72%	82%	84%	92%	94%	95%	104%	112%	117%	119%	108%	106%	103%	104%
	Accounts Receivable (HRSD)	Dollars (Monthly Avg)			\$17,013,784	\$17,359,488	\$18,795,475	\$20,524,316	\$20,758,439	\$22,444,273	\$22,572,788	\$22,243,447	\$23,900,803	\$27,335,100	\$34,060,154	\$39,539,639	\$41,007,932	\$42,098,005
	Aging Accounts Receivable	Percentage of receivables greater than 90 days			21%	20%	18%	19%	21%	20%	18%	18%	17%	18%	29%	33%	29%	31%
M-2.5	Capacity Related Overflows	Number within Level of Service	0		25	1	30	5	11	16	6	10	5	2	25	0	1	0
M-3.1	Permit Compliance	# of Exceedances to # of Permitted Parameters	0		12:55,045	1:51995	2:52491	1:52491	2:52491	2:52,491	9:53236	9:58338	2:60879	9:60879	23:60879	9:60879	4:16,059	4:21,411
M-3.2	Odor Complaints	Number	0		6	2	7	11	5	9	7	6	9	15	31	51	8	12
M-3.4	Pollutant Removal (total)	Total Pounds Removed			178,163,629	171,247,526	176,102,248	185,677,185	180,168,546	193,247,790	189,765,922	190,536,910	187,612,572	182,759,003	183,123,855	177,322,331	68,389,850	86,621,880
M-3.5	Pollutant Discharge (% of permitted)	Pounds Discharged/Pounds Removed	< 40%		25%	22%	25%	22%	22%	22%	22%	17%	17%	17%	18%	14%	14%	14%
M-5.2	Educational and Outreach Events	Number			302	184	238	322	334	443	502	432	367	256	145	687	51	95
M-5.3	Number of Community Partners	Number			280	289	286	297	321	354	345	381	293	230	128	125	17	25