

HRSD Commission Meeting Agenda
9:00 a.m. – January 23, 2024

In-person for Commissioners and essential staff at
2389 G. Avenue, Newport News, VA 23602
Training Room – 2nd Floor

Reservations are required for in-person and virtual public observation of all HRSD Commission and Committee meetings; to address the Commission; and to submit written comments to be read into the minutes. Reservations are accepted via the following link and must be completed by noon one business day prior to the meeting: https://www.hrsd.com/contact/commission_meeting.

<u>No.</u>	<u>Topic</u>	<u>Resource</u>
	Call to Order	Commission Chair
1.	Awards and Recognition	Bernas
2.	Public Comments Not Related to the Agenda	Commission Secretary
3.	Consent Agenda	Bernas
4.	Army Base Treatment Plant Generator Control Replacement Initial Appropriation – Non-Regulatory and Task Order (>\$200,000)	Husselbee
5.	Great Bridge Interceptor Force Main Emergency Replacement Cost Sharing Agreement	Husselbee
6.	Kiln Creek Interceptor Force Main Replacement Initial Appropriation – Non-Regulatory and Contract Award (>\$200,000)	Husselbee
7.	Updated 2022 Hampton Roads Hazard Mitigation Plan and HRSD Amendment Resolution	de Mik
8.	Capital Improvement Program (CIP) Quarterly Update	Husselbee
9.	U.S. EPA Integrated Plan Annual Public Meeting	Bernas
10.	New Business	Bernas
11.	Unfinished Business	Bernas
12.	Commissioner Comments	
13.	Informational Items	Bernas
14.	Closed Meeting	Bernas
15.	Reconvened Meeting	Bernas

Next Regular Commission Meeting: February 27, 2024 in Virginia Beach

AGENDA ITEM 1. – January 23, 2024

Subject: Awards and Recognition

Recommended Action: No action is required.

Brief: HRSD is pleased to announce Mr. Keith Britt has been selected as the Chief of Electrical & Instrumentation (E&I) on North Shore. Keith's primary responsibilities will be leading the North Shore E&I team, and ensuring efficient, safe, and economical management of resources. He will also provide technical assistance for CIP projects, manage the divisional budget, and offer training, mentoring, and guidance to the E&I staff.

Keith began his career with HRSD in 2022 as an Electrical Manager on South Shore and came to us from Dominion Energy with 15 years of engineering, project management, and leadership experience. He has a Bachelor of Science in Electrical Engineering, and a Master of Science in Power Systems Engineering. He is also a licensed Professional Engineer and a US Air Force veteran.

AGENDA ITEM 2. – January 23, 2024

Subject: Public Comments Not Related to Agenda

AGENDA ITEM 3. – January 23, 2024

Subject: Consent Agenda**Recommended Action:** Approve the Consent Agenda.**Brief:** The items listed below are presented on the following pages for Commission action.

- a. Approval of Minutes - The draft minutes of the previous Commission Meeting were distributed electronically prior to the meeting.
- b. Contract Awards (>\$200,000)
 1. [Financial Advisor Services](#) \$900,000
 2. [Mobile Workforce Cloud Services](#)

License Support	\$451,645
Analytic Services	\$308,355
 3. [Threat Protection Services - Operational Technology](#) \$427,500
 4. [Threat Protection Retainer Services - Industrial Control](#) \$277,500
- c. Contract Change Orders (>25% of original contract value or \$50,000)
 1. [Bethel-Poquoson Force Main Phase II \(Wythe Creek Road\) Replacement](#)

Change Order	\$401,352
Additional Appropriation	\$654,456
 2. [Sanitary Sewer Replacement 1950 – Part 2](#) \$93,910

CONSENT AGENDA ITEM 3.b.1 – January 23, 2024

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

Recommended Action: Award a contract to PFM Financial Advisors LLC in the amount of \$180,000 for one year with four renewal options and an estimated cumulative value of \$900,000.

Regulatory Requirement: None

Type of Procurement: Competitive Negotiation

A Public Notice was issued on November 22, 2023. Only one firm submitted proposals on December 11, 2023, and was determined to be responsive and deemed fully qualified, responsible, and suitable to the Professional Services Selection Committee (Committee) and to the requirements in the Request for Proposals. The proposal submitted by PFM Financial Advisors LLC was ranked to be the highest qualified as listed below:

Proposers	Technical Points	Recommended Selection Ranking
PFM Financial Advisors LLC	100	1

The Committee recommends award to PFM Financial Advisors LLC (PFM), whose professional qualifications and proposed services best serve the interest of HRSD.

HRSD Estimate: \$900,000

Contract Description: This contract is an estimated use contract for financial advisor services. The advisor, PFM, will act as a consultant to assist in all aspects of HRSD's financial strategies, including steps necessary to obtain favorable financing terms in the financial markets. PFM has provided these services to HRSD since 2009.

Analysis of Cost: Rates and associated fees were compared to past contract history including estimated yearly renewal increases and cost was determined to be fair and reasonable.

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

CONSENT AGENDA ITEM 3.b.2. – January 23, 2024

Subject: Mobile Workforce Cloud License Support and Analytic Services
Contract Award (>\$200,000)

Recommended Actions:

- a. Award a contract to Oracle America, Inc. for cloud support in the amount of \$90,329 for one year with four renewal options and an estimated cumulative value of \$451,645.
- b. Award a contract to Oracle America, Inc. for cloud analytics in the amount of \$61,671 for one year with four renewal options and an estimated cumulative value of \$308,355.

Regulatory Requirement: None

Type of Procurement: Sole Source

HRSD Estimate: \$152,000

Contract Description: This contract is for annual cloud-based license, support, and analytics for the mobile workforce program. The mobile workforce implementation consists of an off the shelf solution in support of HRSD and its Model 3 jurisdiction partners. This includes support for SaaS, Enterprise, and standard Google Maps. The solution is integrated with the Customer Care and Billing systems to provide management of tasks such as field activities, mobile printing, reporting, licenses, analytics, and related support.

Analysis of Cost: Review of hourly rates under Oracle's resources roles for implementation, integration and training were found to be fair and reasonable compared to similar consulting service industry rates and similar Oracle support contracts.

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

CONSENT AGENDA ITEM 3.b.3. – January 23, 2024

Subject: Threat Protection Services - Operational Technology
Contract Award (>\$200,000)

Recommended Action: Award a contract to Dragos, Inc. in the amount of \$85,500 for one year with four renewal options and an estimated cumulative value of \$427,500.

Regulatory Requirement: None

Type of Procurement: Sole Source

HRSD Estimate: \$85,500

Contract Description: This contract is for annual operational technology threat protection services for use by the Information Technology Department. This is a subscription based service for ongoing monitoring, threat investigation, notification and reporting of HRSD infrastructure.

Analysis of Cost: HRSD is receiving a quantity based discount for multiple subscription levels.

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

CONSENT AGENDA ITEM 3.b.4. – January 23, 2024

Subject: Threat Protection Retainer Services - Industrial Control
Contract Award (>\$200,000)

Recommended Action: Award a contract to Dragos, Inc. in the amount of \$92,500 for one year with two renewal options and an estimated cumulative value of \$277,500.

Regulatory Requirement: None

Type of Procurement: Sole Source

HRSD Estimate: \$92,250

Contract Description: This contract is for industrial control threat protection retainer services for use by the Information Technology Department. Services include onsite or remote cybersecurity assessment on the industrial control system environments. Dragos will provide associated analysis, investigative support, testing and consultation on an as needed basis.

Analysis of Cost: This is an estimated use contract. The hourly retainer rates remain the same as previous service contracts with Dragos Inc.

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

CONSENT AGENDA ITEM 3.c.1. – January 23, 2024

Subject: Bethel-Poquoson Force Main Phase II (Wythe Creek Road) Replacement Contract Change Order (>25% of original contract value or \$50,000) and Additional Appropriation - Non-Regulatory Capital Improvement Project (<\$1,000,000)

Recommended Actions:

- a. Approve a change order to the contract with MEB General Contractors, Inc. (MEB) in the amount of \$401,352.
- b. Appropriate additional funding in the amount of \$654,456.

CIP Project: YR014300

Regulatory Requirement: None

Budget	\$3,544,768
Previous Expenditures and Encumbrances	(\$3,297,872)
Available Balance	\$246,896
Proposed Change Order No. 2 to MEB	(\$401,352)
Proposed Contingency	(\$500,000)
Project Shortage/Requested Additional Funding	(\$654,456)
Revised Total Project Authorized Funding	\$4,199,224

Contract Status with Change Orders:	Amount	Cumulative % of Contract
Original Contract with MEB	\$2,221,539	
Total Value of Previous Change Orders	\$247,408	11.1%
Requested Change Order	\$401,352	
Total Value of All Change Orders	\$648,760	29.2%
Revised Contract Value	\$2,870,299	

Time (Additional Calendar Days)	24
---------------------------------	----

Project Description: This project will replace approximately 3,700 linear feet (LF) of 20-inch force main along Wythe Creek Road from north of Huntlandia Way to Wythe Creek. The attached [map](#) depicts the project location.

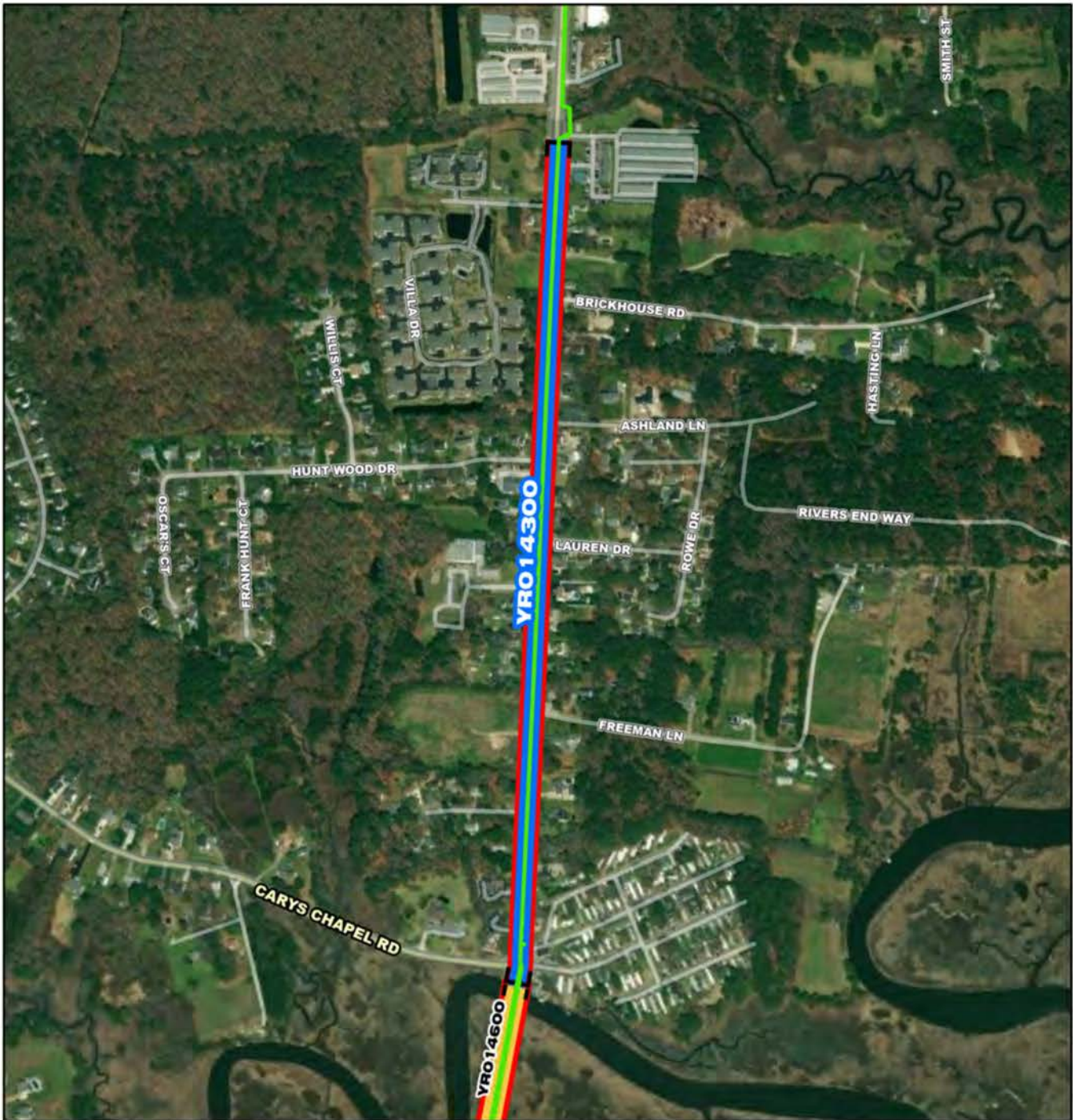
Project Justification: On February 11, 2020, North Shore Operations personnel removed and replaced 16-feet of PCCP that failed. The failure was caused by severe crown corrosion. A closed-circuit television (CCTV) inspection was performed during the repair, and approximately 80 LF downstream and 100 LF upstream of the pipe was found to be severely corroded, specifically at pipe joints. During the repair, a steady flow of clear water was flowing out of the upstream pipe. The source of the clear water is unknown and unusual in a force main/pressurized system. The presence of the water is of concern as it may be the result of upstream issues.

Change Order Description: This change order includes the work required to offset and restrain the force main in three (3) separate locations due to existing gravity sewer lateral conflicts.

Analysis of Cost: The value of MEB's Change Order No. 2 is \$401,352. When combined with Change Order No. 1, the cumulative change order amount is above the Commission approval threshold of 25% above the original contract value. This change order has been reviewed by RK&K and determined to be reasonable for the additional construction activities related to existing sewer lateral conflicts.

Funding Description: The project has encountered multiple unexpected field conditions, mostly with existing utility conflicts. Since the project is only 60% complete at this time, a \$500,000 contingency is being requested to accommodate unforeseen conditions for the remainder of construction.

Schedule: Project Completion September 2024

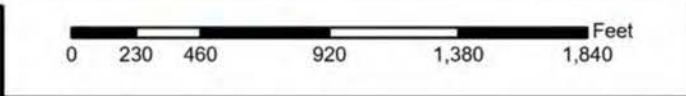


YRO14300

- 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



YRO 14300

Bethel-Poquoson Force Main Phase II (Wythe Creek Road) Replacement

N
W E
S

CIP Location

CONSENT AGENDA ITEM 3.c.2. – January 23, 2024

Subject: Sanitary Sewer Replacement 1950 – Part 2
 Contract Change Order (>25% of original contract value or \$50,000)

Recommended Action: Approve a change order to the contract with Bridgeman Civil, Inc. in the amount of \$93,910.

CIP Project: VP014022

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

Budget	\$24,287,289
Previous Expenditures and Encumbrances	(\$23,710,439)
Available Balance	\$576,850

Contract Status with Change Orders:	Amount	Cumulative % of Contract
Original Contract with Bridgeman Civil	\$17,274,540	
Total Value of Previous Change Orders	\$4,604,076	26.7%
Requested Change Order	\$93,910	
Total Value of All Change Orders	\$4,697,986	27.2%
Revised Contract Value	\$21,972,526	

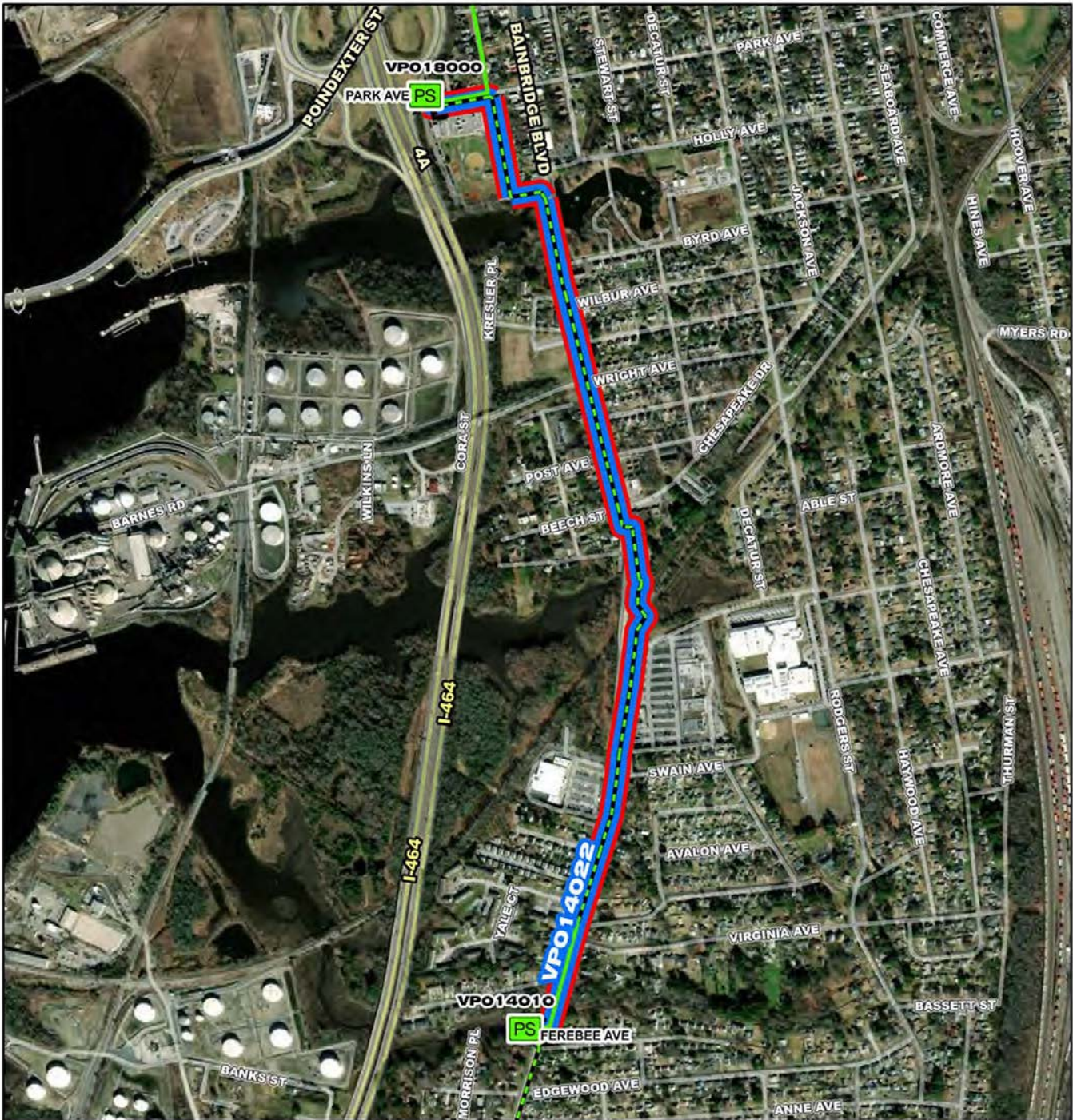
Time (Additional Calendar Days)		274
---------------------------------	--	-----

Project Description: This project will replace 850 feet of 12-inch cast iron discharge force main, 2,900 feet of 18-inch gravity line, and 2,700 feet of 24-inch gravity line in the South Norfolk area of Chesapeake. In addition, HRSD is partnering with the City of Chesapeake Public Utilities (City) to install 16 laterals and cleanouts on Byrd Avenue. The existing City sewer service is in an alley behind Byrd Avenue and the City has plans to relocate the sewers from the backyard alley to Byrd Avenue. HRSD will be installing a new 30-inch gravity sewer main along Byrd Avenue, and HRSD will install the new City laterals and cleanouts at the edge of the right-of-way. The City has provided a letter of commitment to enter into a cost sharing agreement to reimburse HRSD \$106,400 for the cost of installing the laterals and clean-outs. The attached [map](#) depicts the project location.

Project Justification: This project will evaluate and implement the replacement of HRSD force main and gravity sewer between Ferebee Avenue Pump Station and Park Avenue Pump Station.

Change Order Description and Analysis of Cost: A \$3M change order was approved in November 2023 for the installation of bypass pumps and the removal and reinstallation of gravity sewer and manholes in conflict with the new gravity sewer project. This new change order for \$93,910 provides compensation for the downtime for Bridgeman’s equipment while the previous change order was being reviewed and processed. Bridgeman presented a schedule of costs for two pumps operating for 29 calendar days and the labor to service the pumps and keep them running. The additional compensation request was reviewed, and the engineer has recommended approval for the negotiated cost for this work.

Schedule: Construction December 2022
 Project Completion March 2025



VPO 14022

- 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
- [UT] HRSD Treatment Plant
- [PS] HRSD Pressure Reducing Station
- [PS] HRSD Pump Station

Feet

0 335 670 1,340 2,010 2,680

VPO 14022

Sanitary Sewer Replacement 1950 - Part 2

CIP Location

AGENDA ITEM 4. – January 23, 2024

Subject: Army Base Treatment Plant Generator Control Replacement
Initial Appropriation – Non-Regulatory and Task Order (>\$200,000)

Recommended Actions:

- a. Appropriate total project funding in the amount of \$4,009,258.
- b. Approve a task order with HDR, Inc. in the amount of \$257,865.

CIP Project: AB012100

Regulatory Requirement: None

Project Description: This project will design and fabricate new generator controls by retrofitting the existing generator controls that have reached the end of their useful life. The redundant programmable logic controller (PLC) has failed, and replacement parts are no longer supported. The project will include a new digital master control (DMC) panel or generator control panel (GCP) for monitoring, control, and protection. The existing switchgear doors and instruments will also be replaced. In addition, control wire modifications are necessary to interface the new equipment. The project will include installing, testing, and commissioning the new switchgear system.

Project Justification: The two, 4.16-kV 2000-kW, standby diesel Cummins generators support the Army Base Treatment Plant’s (ABTP) process loads in the event of a utility power loss. The standby generators are critical to maintaining public health, preventing process disruption, employee safety, and maintaining regulatory compliance.

Task Order Description: This task order will provide design and preconstruction phase services for the replacement of the obsolete ABTP generator controls.

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

Funding Description: The project will be funded by revenue bonds.

<u>Schedule:</u>	Design	February 2024
	Bid	August 2024
	Construction	November 2024
	Project Completion	October 2026

AGENDA ITEM 5.– January 23, 2024

Subject: Great Bridge Interceptor Force Main Emergency Replacement
Cost Sharing Agreement

Recommended Action: Approve the terms and conditions of a Cost Sharing Agreement with the City of Chesapeake (City) for the removal of the City water main located beneath the Intracoastal Waterway and on the adjacent Federal 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.

CIP Project: AT016400

Regulatory Requirement: None

Budget	\$6,000,000
Previous Expenditures and Encumbrances	(\$5,676,107)
Available Balance	\$323,893

Project Description: This project will replace the portion of the Great Bridge Interceptor Force Main located beneath the Intracoastal Waterway in Chesapeake, adjacent to the Great Bridge Drawbridge, and will also remove the existing, abandoned City waterline and HRSD force main, per the requirements of the License Agreements with the United States Army Corp of Engineers.

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

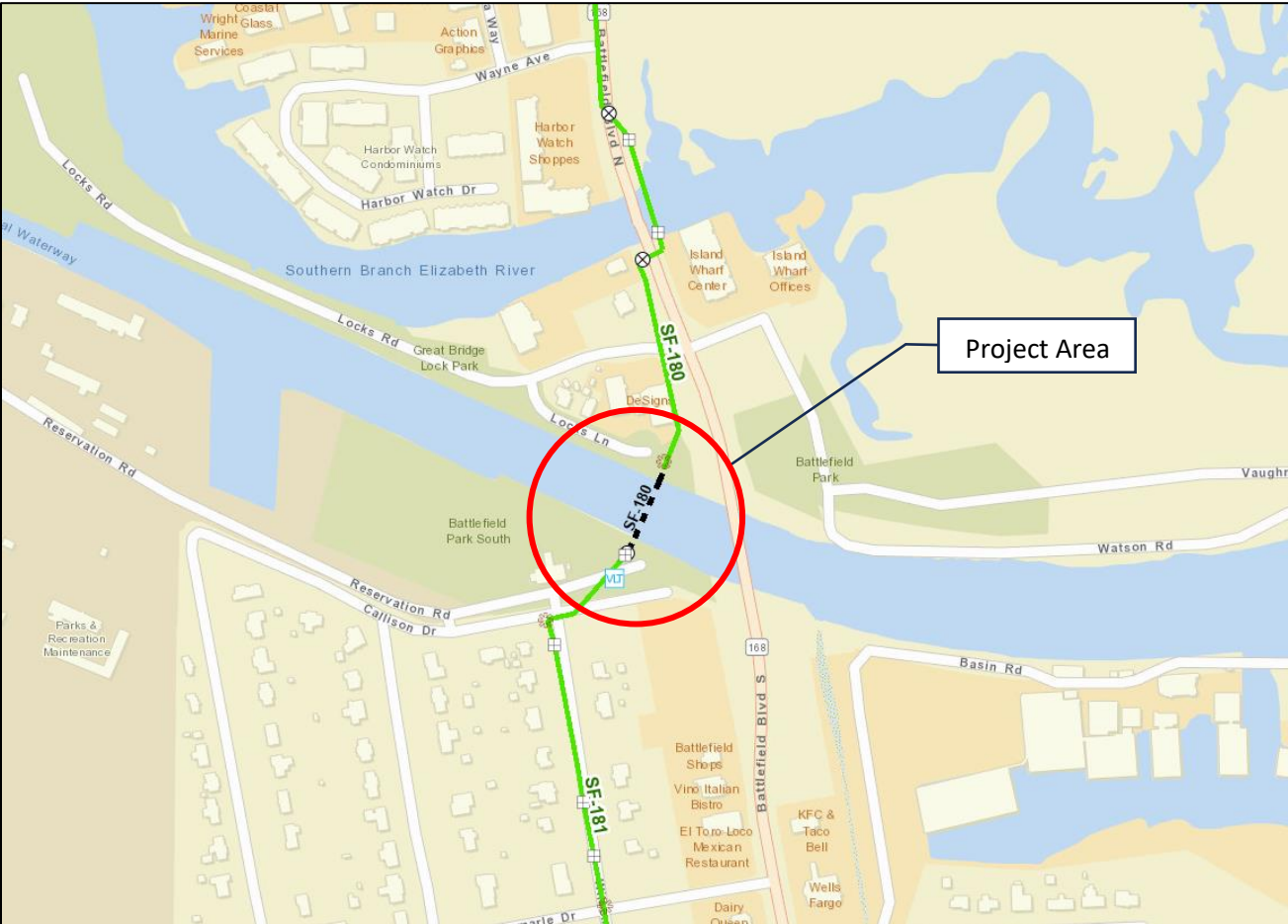
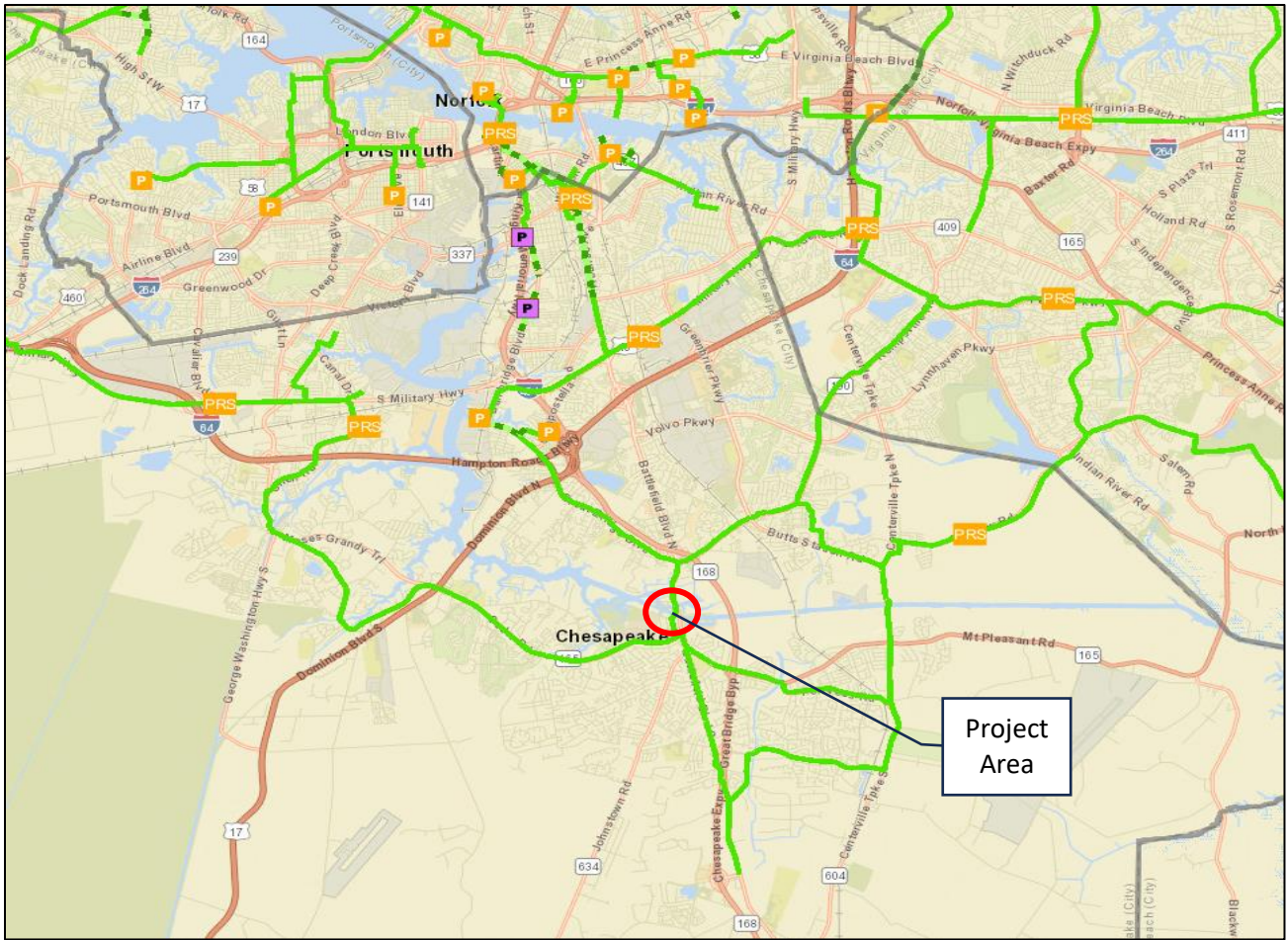
Project Justification: An emergency declaration was authorized on March 13, 2023, due to a force main failure in the City that occurred on March 10, 2023. The failure was caused by a “spud” from a dredge vessel.

On March 10, 2023, the City notified HRSD about a force main failure under the Intracoastal Waterway, between the Great Bridge Lock (operated by the U.S. Army Corps of Engineers – Norfolk District) and the Great Bridge Drawbridge (operated by the City). The failure was on a 20-inch cast iron sanitary force main.

An evaluation of the damaged pipeline revealed that a 7-foot section of the force main was crushed and irreparable without substantial waterway closure and without guarantee that additional crossing sections were damaged during the spud strike.

Agreement Description: The attached [Agreement](#) between HRSD and the City is for the removal of existing, abandoned water and sewer mains located beneath the Intracoastal Waterway and on the adjacent Federal property in Chesapeake near Great Bridge Drawbridge, in conjunction with the Project. This Agreement replaces a [2011 Cost Sharing Agreement](#) between HRSD and the City for the same work. The City and HRSD will cost share for only the construction-related costs associated with removing the pipelines. All design and inspection costs will be the sole responsibility of HRSD. This project will be administered by HRSD, and design and inspection services will be provided by Rummel, Klepper & Kahl. The Agreement has been reviewed by HRSD legal counsel.

Schedule: Construction June 2024
Project Completion March 2025



AGREEMENT FOR COST SHARING
OF THE
HAMPTON ROADS SANITATION DISTRICT
GREAT BRIDGE INTERCEPTOR FORCE MAIN EMERGENCY REPLACEMENT
(AT016400)

AND
CITY OF CHESAPEAKE

THIS AGREEMENT FOR COST SHARING (the "Agreement"), between the CITY OF CHESAPEAKE ("CITY") and the HAMPTON ROADS SANITATION DISTRICT ("HRSD"), (hereinafter individually a "Party" or collectively "Parties") is entered into this _____ day of _____, 202__ (the "Effective Date").

RECITALS

R:1. HRSD is constructing its Great Bridge Interceptor Force Main Emergency Replacement Project ("Project") as shown in Exhibit 1 (the "HRSD Facilities"), which will replace the existing HRSD Facilities under the Intracoastal Waterway (the "Waterway") and within certain portions of land owned and maintained by the United States Army Corp of Engineers (the "Corps"); and

R:2. The CITY has replaced its Water Main (the "CITY Facilities"), and as a result of that replacement has abandoned CITY Facilities located adjacent to the existing HRSD Force Main under the Waterway and the adjacent lands; and

R:3. HRSD and the CITY have obligations under their permits with the Corps to physically remove their abandoned Facilities from the Waterway and adjacent lands owned by the Corps; and

R:4. The Corps previously stated that the CITY Facilities could be abandoned in place until such time as HRSD removes the HRSD Facilities; and

R:5. HRSD and the CITY had previously executed an Agreement on March 18, 2011 (2011 Agreement) (Exhibit 2) in which it was determined that it was prudent and in the best interest of both Parties that HRSD remove the CITY Facilities simultaneously with the removal of the HRSD Facilities; and

R:6 The removal of the HRSD facilities and the CITY Facilities as contemplated in the 2011 Agreement has not yet occurred; and

R:7. HRSD's Facilities were damaged within the waterway on March 10, 2023 and was abandoned in place through valve closures, and an Emergency Declaration was executed on March 13, 2023 for the replacement of the damaged HRSD Facilities; and

R:8. HRSD and the CITY now desire to enter into this Agreement with the mutual intent to supersede and replace completely the 2011 Agreement; and

R:9. The CITY, accordingly, agrees to reimburse HRSD for that portion of the costs of the removal of the abandoned CITY Facilities under the terms and conditions of this Agreement.

AGREEMENT

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

I. DESIGN OF IMPROVEMENTS

A. Plans and Specifications

1. HRSD will employ Rummel, Klepper & Kahl, LLP ("ENGINEER"), to prepare plans and specifications for the removal of the HRSD and CITY Facilities ("Removal") (hereinafter collectively referred to as the "Improvements"). A location map of both Facilities is shown in Exhibit 1.
2. HRSD and the CITY, in coordination with the ENGINEER, will review and each approve a set of final plans and specifications for the Improvements (the "Final Plans").

B. Payment of the Design Costs

HRSD will compensate the ENGINEER for all engineering design costs, including but not limited to the cost of preparing the Final Plans and Specifications, and any amendments thereto, (the "Design Costs") for the Improvements, which specifically includes removal of the CITY Facilities.

C. Compliance

All design work shall comply with HRSD's Design and Construction Standards, latest edition, and the Hampton Roads Planning District Commission Regional Construction Standards, latest edition and the City's

Public Facilities Manual (PFM). Any changes to the Final Plans and Specifications shall be approved by HRSD and the CITY.

II. CONSTRUCTION OF IMPROVEMENTS

A. Cost of Construction of Removal

1. The total cost of the removal of the HRSD and CITY Facilities as more particularly defined by the Final Plans and Specifications and Project Documents, hereinafter defined as Improvement Costs, shall include:
 - a. Cost of the removal of the HRSD and CITY Facilities;
 - b. Cost of approved permits required for the removal of the Facilities;
 - c. Costs for construction contract administration and inspection;
 - d. Costs of services rendered by ENGINEER other than Design Costs;
 - e. Costs for all temporary or permanent easements and fee simple land acquisitions directly related to the scope of work for the Project. The City shall bear acquisition costs necessary for the removal of the CITY Facilities, and HRSD shall bear acquisition costs for the removal of the HRSD facilities. If the acquisition is necessary for the removal work of both HRSD and the CITY, the cost of acquisition shall be equally shared.
 - f. Any related miscellaneous essential expenses.
2. The current estimated cost of the removal of the HRSD Facilities is \$430,440.92, and the estimated cost for removal of the CITY Facilities is \$430,440.92.

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

1. Except as otherwise provided in this Agreement, HRSD shall be responsible for preparing, finalizing, and executing any and all front end documents, construction contracts, architectural contracts, engineering contracts, drawings, surveys, bidding documents, bonds, insurance documents, and all amendments, revisions and modifications thereto, relating to the construction of the project

(collectively, the "Project Documents").

2. Through their Emergency Declaration authority, HRSD will use Bridgeman Civil, Inc. ("CONTRACTOR"), to remove the HRSD and CITY Facilities through an existing on-call construction contract with CONTRACTOR.
3. The CONTRACTOR shall be responsible for all necessary permits and approvals necessary for the Removal of the Facilities.
4. HRSD shall acquire all necessary plan approvals and property acquisitions related to the Removal.
5. ENGINEER, in coordination with HRSD and CITY, will review and approve shop drawings related to the Removal.
6. HRSD will review and approve the scope of work and fee for the construction administration and inspections related to the removal of the HRSD and CITY Facilities.
7. HRSD will review and approve change orders related to the HRSD Facilities. CITY will review and approve change orders related to the CITY Facilities.
8. The CONTRACTOR shall document separately all costs associated with the Removal for the HRSD Facility and CITY Facility.

C. Payment of Cost of Improvements

1. The Removal costs shall be apportioned among the parties as follows:
 - a. HRSD will administer and be responsible for bearing one hundred percent (100%) of the cost of the design, construction administration, and construction inspection for the HRSD and CITY Facilities, as well as for the removal of the HRSD Facilities
 - b. The CITY will be responsible for bearing one hundred percent (100%) of the cost of the removal of the City Facilities.
 - c. Costs associated with any change to the estimated costs or scope of the Removal or other change order shall be paid as follows:

- (1) HRSD shall be solely responsible for costs due to a change order requested by HRSD; and
 - (2) The CITY shall be solely responsible for costs due to a change order requested by the CITY.
 - (3) Change orders related to changed field conditions shall be the responsibility of the entity impacted by the change. If the change order impacts the work of both HRSD and the CITY, the cost shall be equally shared.
2. During the course of construction, HRSD shall compensate the CONTRACTOR and other individuals and entities providing materials and/or services related to the Improvements for all Improvement Costs, including those for which the CITY is responsible. The CITY shall reimburse HRSD for all such payments made on its behalf. The CITY shall pay the CITY's Improvement Costs to HRSD in one lump sum payment upon completion of construction (as determined by HRSD). HRSD shall provide the CITY with an invoice detailing the CITY's share of the removal of the Facilities. Within thirty (30) days of its receipt of such invoice, the CITY shall reimburse HRSD for the CITY's share of the removal of CITY Facilities as detailed in the invoice.

III. SCHEDULE

The construction is anticipated to begin by March 1, 2024 and be complete by June 30, 2024.

IV. OBLIGATIONS OF HRSD AND THE CITY

A. Administration

HRSD shall provide contract administration of the Removal of the Facilities.

B. Inspection

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

C. Correction of Construction Defects in the Improvements or Breach

1. HRSD shall require the CONTRACTOR to provide a performance and payment bond for the full amount of the construction. The Construction Contract shall also provide for a warranty of the CONTRACTOR's work against construction defects and shall require the CONTRACTOR to correct such defects that are reported by HRSD or the CITY within one (1) year of the final acceptance of the Improvements.
2. The Parties understand that pursuant to this Agreement, HRSD may enter into Project Documents with a CONTRACTOR or other third parties who will perform work for the benefit of the CITY. In the event of the threatened or actual breach of any such Project Document by any such CONTRACTOR or third party, the Parties agree that at the request of the Party benefited by the Project Document, the Parties will work together to exercise any and all of the rights, powers and privileges conferred by the Project Documents to remedy such breach in as full and ample manner as is permitted thereunder; provided, however, nothing herein contained shall be deemed to impose upon the Party who is benefited by the Project Document any liability for the performance of any obligation of the Project Document to which they are not a party. To the extent the exercises of any such rights, powers, or privileges shall generate costs or expenses, including but not limited to attorney's fees, those costs shall be borne by the Party requesting the enforcement or other action under the Project Document. If both Parties wish to initiate enforcement or other action, the costs thereof shall be shared equally, or as otherwise agreed in writing duly executed by the Parties.

D. Construction Record Drawings

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

V. GENERAL PROVISIONS

- A. Governing Law and Venue. This Agreement shall be governed as to all matters whether of validity, interpretations, obligations, performance or otherwise exclusively by the laws of the Commonwealth of Virginia, and all

questions arising with respect thereto shall be determined in accordance with such laws. Regardless of where actually delivered and accepted, this Agreement shall be deemed to have been delivered and accepted by the parties in the Commonwealth of Virginia. Any litigated dispute shall be filed in the Circuit Court for the City of Chesapeake, Virginia, or in the Norfolk Division of the Eastern District of Virginia.

- B. Termination. This Agreement may be terminated by the CITY or HRSD (i) without cause upon written notice to the other Party; (ii) with cause in the event that the other Party materially breaches this Agreement and such breach is not cured within sixty (60) days of the defaulting Party's receipt of written notice of such breach from the non-defaulting Party; or (iii) by mutual agreement of the CITY and HRSD. Anything herein or elsewhere to the contrary notwithstanding, any such termination of this Agreement shall not relieve the Parties of their obligation to pay their respective portions of all of the Improvement Costs incurred prior to termination, whether or not those amounts are due and payable as of the termination date. Furthermore, in the event of termination without cause, the terminating Party shall reimburse the non-terminating Party for its reasonable, out-of-pocket costs incurred with regard to the Project through the date of termination.
- C. The 2011 Agreement at Exhibit 2 shall terminate upon execution of this Agreement. Any obligation created by the Parties under the 2011 Agreement shall no longer be binding on the Parties upon termination of the 2011 Agreement.

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

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

With Copy to:
Robyn H. Hansen, Esquire
Sands Anderson PC
4801 Courthouse Street, Suite 203
Williamsburg, VA 23188
Telephone: (757) 276-8243
Email: rhansen@sandsanderson.com

For: City of Chesapeake
Director of Public Utilities
City of Chesapeake, Virginia
306 Cedar Road
Chesapeake, Virginia 23322
Telephone: 757-382-6390
Email: djurgens@cityofchesapeake.net

With Copy to:
City Attorney
City of Chesapeake, Virginia
306 Cedar Road, Chesapeake, Virginia 23322
Telephone: 757-382-6586
Email: cityattorney@cityofchesapeake.net

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

- F. Amendment. This Agreement may be amended only by a written instrument duly executed by the parties.
- G. Severability. If any provision of this Agreement or the application thereof to any circumstance shall be determined to be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall continue to be valid, in effect and enforceable to the fullest extent permitted by law.
- H. Insurance. HRSD and the CITY have the right to review and approve insurance coverage in the various insurance categories that HRSD and the CITY deem necessary to be carried by the CONTRACTOR or any other parties to this Agreement. Proof of insurance shall be provided at the request of HRSD or the CITY and the insurance coverage shall be maintained during the term of this Agreement.
- I. Term of Agreement. The term of the Agreement will commence on the date the Agreement is entered into and be completed when each Party has completely performed its obligations hereunder.
- J. Force Majeure. No Party shall be responsible for its failure to fulfill an obligation pursuant to this Agreement to the extent that such failure is due to acts of God; labor strikes; war or terrorism; epidemics/pandemics; fires; floods; the unanticipated actions of a third party; lockouts; strikes, freight embargos, and unusually severe weather or delays of subcontractors due to such causes. A Party experiencing a force majeure event that prevents fulfillment of a material obligation hereunder shall (a) give the other Party prompt written notice describing the particulars of the event; (b) suspend performance only to the extent and for the duration that is reasonably required by the force majeure event; (c) use reasonable efforts to overcome or mitigate the effects of such occurrence; and (d) promptly resume performance of the affected obligation if and when such Party is able to do so.
- K. Waiver. No waiver of breach of any term or provision of this Agreement shall be construed to be, or shall constitute, a waiver of any other breach of this Agreement. No waiver shall be binding unless in writing and signed by the Parties waiving the breach. The failure of any Party to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Agreement shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not

preclude or waive the right to use any or all other remedies. Such rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

- L. Integration. This Agreement constitutes the entire understanding between the Parties. No provision of this Agreement may be waived, modified or amended except by an instrument signed by the party against whom the enforcement of such waiver, modification or amendment is sought.
- M. Authority. CITY and HRSD both warrant that they have permission and authority derived under their respective corporate Charters and Enabling Acts to execute and undertake this Agreement. This Agreement shall apply to, and be binding upon both Parties, their elected officials, officers, agents, employees, successors, and assigns, to the maximum extent permitted by law.
- N. 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.
- O. 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.
- P. 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.
- Q. Recitals. The Recitals above are incorporated into this Agreement as if fully set forth therein.

Signature pages follow

IN WITNESS WHEREOF, the Hampton Roads Sanitation District (HRSD) Commission has caused this Agreement to be signed on its behalf by its General Manager in accordance with authorization granted at its regular meeting held on January 23, 2024.

HAMPTON ROADS SANITATION DISTRICT

By _____
Jay A. Bernas, PE, General Manager

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

The foregoing Agreement was acknowledged before me this _____ day of _____, 20____, by Jay A. Bernas, PE, HRSD General Manager.

Notary Public

My commission expires:

Registration No.:

IN WITNESS WHEREOF, the City of Chesapeake, Virginia, has caused this Agreement to be signed by the Chesapeake City Manager on its behalf.

CITY OF Chesapeake, Virginia

By: _____
Name: Christopher M. Price, Chesapeake City
Manager

The foregoing Agreement was acknowledged before me this _____ day of _____, 20__, by _____ Christopher M. Price, City Manager for the City of Chesapeake, Virginia.

Notary Public

My commission expires:

Registration No.:

Approved as to Form and Correctness:

Approved as to Content:

Deputy City Attorney

Director of Public Utilities

Exhibit 1 - Facilities Detailed Description / Location Map

Exhibit 2 – 2011 Agreement Between the CITY and HRSD

CHESAPEAKE WATER MAIN REMOVAL AGREEMENT
WITH HAMPTON ROADS SANITATION DISTRICT
AND
HAMPTON ROADS SANITATION DISTRICT'S
PROJECT KNOWN AS GREAT BRIDGE EXTENSION DIRECTIONAL DRILL

THIS AGREEMENT (the "Agreement"), between the HAMPTON ROADS SANITATION DISTRICT, a political subdivision of the Commonwealth of Virginia ("HRSD") and the CITY OF CHESAPEAKE, VIRGINIA, a municipal corporation ("CITY"), is entered into this 18th day of March, 2011.

WITNESSETH:

WHEREAS, the CITY owns, operates, and maintains a subaqueous twenty-four- inch diameter (24") public water main that crosses under the Chesapeake-Albemarle Canal (the "Water Main"), and which such crossing is governed by the CITY's existing permit (the "Old Permit") with the United States Army Corps of Engineers (the "Corps"); and

WHEREAS, HRSD owns, operates and maintains a subaqueous twenty-inch diameter (20') public sewer force main that also crosses under the Chesapeake-Albemarle Canal (the "Old Sewer Main"), and which crossing is governed by an independent HRSD permit with the Corps; and

WHEREAS, the CITY has invested significant public funds towards replacing the Water Main (the "CITY's Project") within the next several months; and

WHEREAS, despite the immediacy in which the CITY plans were initially intended to be executed with regard to the CITY Project, both the CITY and HRSD have determined it to be prudent and in the best interest of both Parties to work collaboratively with regard to the abandonment by the CITY and the eventual removal by HRSD of the CITY's Water Main; and

WHEREAS, the CITY is required, upon the termination of its Old Permit, to abandon and remove the CITY's Water Main; and

WHEREAS, the CITY and the Corps have agreed to terminate the CITY's Old Permit and enter into a new permit, a copy attached as **Exhibit 1**, and as part of said new permit, the Corps will allow the CITY to abandon the Water Main in place until such time as HRSD removes the Water Main as provided herein; and

WHEREAS, the CITY's Water Main and HRSD's Old Sewer Main are located under the Canal in the same vicinity; and therefore, HRSD estimates that on or about October 2014, it will be ready to remove and replace its Old Sewer Main and simultaneously remove the CITY's Water Main ("HRSD's Project"); and

WHEREAS, the Parties desire to memorialize their understanding in this Agreement.

NOW, THEREFORE, it is mutually agreed between the Parties hereto as follows:

I. DESCRIPTION OF THE CITY'S WATER MAIN

The abandoned Water Main, together with all valves, fittings and appurtenances thereto, will be removed by HRSD as part of HRSD's Project, said removal being from on or about stations 1+80 to 4+40 , which is approximately two hundred sixty linear feet (260'), which is as depicted on the record drawing of the CITY's water main attached hereto as **Exhibit 2** and made a part hereof.

II. BIDDING PROCESS

Prior to advertising, CITY will be responsible for furnishing HRSD with a copy of all permits and other approvals (provided electronically or hard copies) necessary for the removal of the Water Main.

As it pertains to the Virginia Public Procurement Act at Section 2.2-4300 *et seq.*, HRSD shall perform the following:

A. HRSD will comply with the Virginia Public Procurement Act, all applicable federal and state (Virginia) law, as well as Chapter 78 of the City's Code of Ordinances.

B. HRSD will require all bidders to apportion their bids separately between the three (3) components identified below:

- 1.) new sewer line ("New Sewer Main");
- 2.) removal of Water Main; and
- 3.) removal of Old Sewer Main.

C. HRSD shall award the bid for HRSD's Project to the overall lowest, responsive and responsible bidder, irrespective of the amount of any bid portion related to the CITY's Water Main.

D. The CITY shall not have the authority to negotiate any portion of the bid related to the Water Main; however, if the lowest, responsive and responsible bidder for the removal of the CITY's Water Main exceeds a total amount of Ninety Thousand and 00/100 Dollars (\$90,000.00) (the "Cap"), CITY shall have the right, at its option, to (i) terminate this Agreement in writing within ten (10) days with no further obligation on either party or (ii) to waive the Cap in writing within ten (10) days and to proceed in accordance with this Agreement.

E. HRSD shall, within ten (10) calendar days from the date of its receipt of the bids for the removal of the CITY's Water Main and HRSD's Project, provide to the CITY all such responsive bids, and consult with the CITY and obtain the CITY's approval regarding the qualifications of the contractor prior to the award of the contract pertaining to the removal of the

CITY's Water Main as part of HRSD's Project.

F. HRSD shall, if it has not already done so pursuant to subsection (E) above, within ten (10) calendar days before making an award, provide the CITY with a copy of the selected contractor's bid tab sheet (the "Bid Tab"). HRSD and the selected contractor shall not make any changes to the Bid Tab, solely with regard to the removal of the Water Main, without the prior expressed written consent of the CITY.

III. CONSTRUCTION OF HRSD'S PROJECT / REMOVAL OF WATER MAIN

A. Time of Construction:

HRSD currently estimates that HRSD's Project will begin in October, 2014. The removal by HRSD of its Old Sewer Main and the Water Main from the Canal will occur after HRSD's new sewer force main is installed and placed in operation, which is estimated to be 2016.

B. Total Cost of Removal of the CITY's Water Main:

The total cost of removing the Water Main on or before the end of calendar year 2016, shall include all costs directly related to the removal of the abandoned Water Main, labor, materials and equipment.

HRSD shall deliver to the CITY all invoices from the selected contractor that pertains to the removal of the CITY's Water Main within thirty (30) calendar days from the date it receives said invoices (the "Water Main Invoices"). The Water Main Invoices shall, in all respects, mirror the fees set forth in the Bid Tab for the selected contractor. The CITY shall have no obligation to pay HRSD for Water Main Invoices that are inconsistent with the selected contractor's Bid Tab. Any and all change orders that can reasonably be expected to increase or

decrease the costs pertaining to the removal of the Water Main as set forth in the Bid Tab, must be approved by the CITY. Nothing herein shall be construed as an obligation of the CITY to pay any third-party for any fees, expenses, labor, rentals, storage, materials, supplies, fuel, or other similar expenses of any third-party, including, but not limited to HRSD's contractors and subcontractors for the Water Main removal project or HRSD's Project.

HRSD shall keep and maintain all records pertaining to the removal of the CITY's Water Main for a period of not less than three (3) years from the date of final completion of said removal. The CITY shall, upon three (3) working days' written notice, have the right to inspect and copy HRSD's books and records pertaining to the removal of the Water Main at a time and at a place located in the City of Virginia Beach, Virginia where such records are usually kept by HRSD.

C. Ownership of Abandoned Pipe:

The CITY and HRSD agree that the Water Main, upon removal, shall become the property of the contractor.

IV. ADDITIONAL OBLIGATIONS OF HRSD

A. Design and Installation:

HRSD agrees to provide and pay for the cost of the design and construction of that portion of HRSD's Project that pertains to the removal and replacement of its Old Sewer Main located under the Canal and the installation of the New Sewer Main. HRSD will be responsible for furnishing to the CITY, any and all plans that pertain to the removal of the Water Main.

B. Correction of Design or Construction Deficiencies:

HRSD agrees to have corrected, as directed by CITY, any design or construction

deficiencies discovered within one (1) year of substantial completion.

C. Inspection:

HRSD agrees to provide full-time inspection of the project at no cost to the CITY. Such inspector shall have the full authority to assure the project is constructed in accordance with the approved plans and specifications.

CITY shall have the right to provide, at its own expense, such additional inspection as it deems proper.

V. ADDITIONAL OBLIGATIONS OF THE CITY

City will pay for the cost of removal of the Water Main as set forth in this Agreement.

VI. CONSTRUCTION RECORD DRAWINGS

Each party will provide the other with construction record drawings of all work done by or for it in and around the Canal.

VII. ESTIMATED COST TO REMOVE WATER MAIN

The CITY's preliminary engineering estimate shows that the projected total cost to remove the Water Main from the Canal, at today's rates, should cost approximately \$90,000.00, which is the "Cap".

VIII. CONTINGENT OBLIGATIONS

HRSD's obligations under this Agreement are expressly contingent upon:

- 1.) CITY furnishing HRSD with all necessary permits and approvals by the Corps of Engineers, CITY, or other needed permits that are required for the removal by HRSD of the CITY's water main;
- 2.) approval of all plans and specifications by both parties;
- 3.) approval of contractor and bid;

- 4.) on or before ten (10) days after the approval of the award of the Contract by the HRSD Commission, CITY will pay to HRSD one-half (1/2) of the bid amount for the removal of the Water Main, not to exceed the Cap. CITY will pay the balance of the Contract amount within thirty (30) days of Contract completion.

The CITY's obligations hereunder are expressly contingent upon all of the following:

- 1.) The cost to remove the CITY's Water Main must be equal to or less than the Cap, unless otherwise agreed to by the parties; and
- 2.) HRSD must commence the removal of the Water Main on or before the year 2016, unless otherwise agreed to by the parties; and
- 3.) approval of all plans and specifications by both parties; and
- 4.) The CITY approves the contractor. However, if CITY does not approve the contractor or for any other reason, with or without cause, before contractor approval, CITY, at its option, may void this Agreement; in which case, neither party shall have any further obligation to the other in connection with this Agreement and HRSD shall have the right to proceed with its project without any approvals, consent, or authorization from CITY, except as may be required by law.

IN WITNESS WHEREOF, the CITY has caused this Agreement to be signed by the City Manager in its behalf pursuant to resolution adopted by the City Council on _____, 2011, and 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 April 26, 2011.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK
SIGNATURE PAGES TO FOLLOW

This signature page is part of the Agreement between the City of Chesapeake and HRSD for the Project known as Great Bridge Extension Directional Drill.

THE CITY OF CHESAPEAKE, VIRGINIA

By: *William E. Harrell*
William E. Harrell, City Manager

Attest: *Dolores A. Moore*
Dolores A. Moore, City Clerk

STATE OF VIRGINIA
CITY OF CHESAPEAKE, to-wit:

The foregoing instrument dated March 18, 2011, was acknowledged before me this day of 16 May, 2011, by William E. Harrell and Dolores A. Moore, City Manager and City Clerk, respectively, of the City of Chesapeake, Virginia.

Wanda B. Futrell
Notary Public

Notary Number: 188712
My commission expires: 30 September 2011



Wanda B. Futrell
Commonwealth of Virginia
Notary Public
ID #188712

APPROVED AS TO FORM:

ACCEPTED BY:

Wilfredo Bonilla, Jr.
Wilfredo Bonilla, Jr., Esq.
Assistant City Attorney

J. K. Walski
J. K. Walski, Director
Department of Public Utilities

This signature page is part of the Agreement between the City of Chesapeake and HRSD for the Project known as Great Bridge Extension Directional Drill.

HAMPTON ROADS SANITATION DISTRICT,
a Political Subdivision of the Commonwealth of Virginia

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

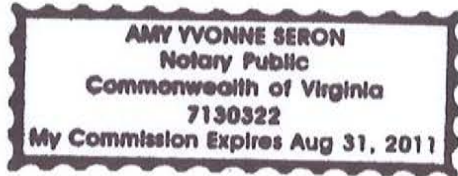
Attest: *J. Heilman*
Jennifer Heilman, Secretary

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

The foregoing instrument dated March 18, 2011, was acknowledged before me by Edward G. Henifin, P.E., General Manager for Hampton Roads Sanitation District and by Jennifer Heilman, Secretary for Hampton Roads Sanitation District, this 26th day of April, 2011.

A. Seron
Notary Public

Notary Number: 7130322
My commission expires: August 31, 2011



AGREEMENT FOR COST SHARING
OF THE
HAMPTON ROADS SANITATION DISTRICT
GREAT BRIDGE INTERCEPTOR FORCE MAIN EMERGENCY REPLACEMENT
(AT016400)

AND
CITY OF CHESAPEAKE

THIS AGREEMENT FOR COST SHARING (the "Agreement"), between the CITY OF CHESAPEAKE ("CITY") and the HAMPTON ROADS SANITATION DISTRICT ("HRSD"), (hereinafter individually a "Party" or collectively "Parties") is entered into this _____ day of _____, 202__ (the "Effective Date").

RECITALS

R:1. HRSD is constructing its Great Bridge Interceptor Force Main Emergency Replacement Project ("Project") as shown in Exhibit 1 (the "HRSD Facilities"), which will replace the existing HRSD Facilities under the Intracoastal Waterway (the "Waterway") and within certain portions of land owned and maintained by the United States Army Corp of Engineers (the "Corps"); and

R:2. The CITY has replaced its Water Main (the "CITY Facilities"), and as a result of that replacement has abandoned CITY Facilities located adjacent to the existing HRSD Force Main under the Waterway and the adjacent lands; and

R:3. HRSD and the CITY have obligations under their permits with the Corps to physically remove their abandoned Facilities from the Waterway and adjacent lands owned by the Corps; and

R:4. The Corps previously stated that the CITY Facilities could be abandoned in place until such time as HRSD removes the HRSD Facilities; and

R:5. HRSD and the CITY had previously executed an Agreement on March 18, 2011 (2011 Agreement) (Exhibit 2) in which it was determined that it was prudent and in the best interest of both Parties that HRSD remove the CITY Facilities simultaneously with the removal of the HRSD Facilities; and

R:6 The removal of the HRSD facilities and the CITY Facilities as contemplated in the 2011 Agreement has not yet occurred; and

R:7. HRSD's Facilities were damaged within the waterway on March 10, 2023 and was abandoned in place through valve closures, and an Emergency Declaration was executed on March 13, 2023 for the replacement of the damaged HRSD Facilities; and

R:8. HRSD and the CITY now desire to enter into this Agreement with the mutual intent to supersede and replace completely the 2011 Agreement; and

R:9. The CITY, accordingly, agrees to reimburse HRSD for that portion of the costs of the removal of the abandoned CITY Facilities under the terms and conditions of this Agreement.

AGREEMENT

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

I. DESIGN OF IMPROVEMENTS

A. Plans and Specifications

1. HRSD will employ Rummel, Klepper & Kahl, LLP ("ENGINEER"), to prepare plans and specifications for the removal of the HRSD and CITY Facilities ("Removal") (hereinafter collectively referred to as the "Improvements"). A location map of both Facilities is shown in Exhibit 1.
2. HRSD and the CITY, in coordination with the ENGINEER, will review and each approve a set of final plans and specifications for the Improvements (the "Final Plans").

B. Payment of the Design Costs

HRSD will compensate the ENGINEER for all engineering design costs, including but not limited to the cost of preparing the Final Plans and Specifications, and any amendments thereto, (the "Design Costs") for the Improvements, which specifically includes removal of the CITY Facilities.

C. Compliance

All design work shall comply with HRSD's Design and Construction Standards, latest edition, and the Hampton Roads Planning District Commission Regional Construction Standards, latest edition and the City's

Public Facilities Manual (PFM). Any changes to the Final Plans and Specifications shall be approved by HRSD and the CITY.

II. CONSTRUCTION OF IMPROVEMENTS

A. Cost of Construction of Removal

1. The total cost of the removal of the HRSD and CITY Facilities as more particularly defined by the Final Plans and Specifications and Project Documents, hereinafter defined as Improvement Costs, shall include:
 - a. Cost of the removal of the HRSD and CITY Facilities;
 - b. Cost of approved permits required for the removal of the Facilities;
 - c. Costs for construction contract administration and inspection;
 - d. Costs of services rendered by ENGINEER other than Design Costs;
 - e. Costs for all temporary or permanent easements and fee simple land acquisitions directly related to the scope of work for the Project. The City shall bear acquisition costs necessary for the removal of the CITY Facilities, and HRSD shall bear acquisition costs for the removal of the HRSD facilities. If the acquisition is necessary for the removal work of both HRSD and the CITY, the cost of acquisition shall be equally shared.
 - f. Any related miscellaneous essential expenses.
2. The current estimated cost of the removal of the HRSD Facilities is \$430,440.92, and the estimated cost for removal of the CITY Facilities is \$430,440.92.

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

1. Except as otherwise provided in this Agreement, HRSD shall be responsible for preparing, finalizing, and executing any and all front end documents, construction contracts, architectural contracts, engineering contracts, drawings, surveys, bidding documents, bonds, insurance documents, and all amendments, revisions and modifications thereto, relating to the construction of the project

(collectively, the "Project Documents").

2. Through their Emergency Declaration authority, HRSD will use Bridgeman Civil, Inc. ("CONTRACTOR"), to remove the HRSD and CITY Facilities through an existing on-call construction contract with CONTRACTOR.
3. The CONTRACTOR shall be responsible for all necessary permits and approvals necessary for the Removal of the Facilities.
4. HRSD shall acquire all necessary plan approvals and property acquisitions related to the Removal.
5. ENGINEER, in coordination with HRSD and CITY, will review and approve shop drawings related to the Removal.
6. HRSD will review and approve the scope of work and fee for the construction administration and inspections related to the removal of the HRSD and CITY Facilities.
7. HRSD will review and approve change orders related to the HRSD Facilities. CITY will review and approve change orders related to the CITY Facilities.
8. The CONTRACTOR shall document separately all costs associated with the Removal for the HRSD Facility and CITY Facility.

C. Payment of Cost of Improvements

1. The Removal costs shall be apportioned among the parties as follows:
 - a. HRSD will administer and be responsible for bearing one hundred percent (100%) of the cost of the design, construction administration, and construction inspection for the HRSD and CITY Facilities, as well as for the removal of the HRSD Facilities
 - b. The CITY will be responsible for bearing one hundred percent (100%) of the cost of the removal of the City Facilities.
 - c. Costs associated with any change to the estimated costs or scope of the Removal or other change order shall be paid as follows:

- (1) HRSD shall be solely responsible for costs due to a change order requested by HRSD; and
 - (2) The CITY shall be solely responsible for costs due to a change order requested by the CITY.
 - (3) Change orders related to changed field conditions shall be the responsibility of the entity impacted by the change. If the change order impacts the work of both HRSD and the CITY, the cost shall be equally shared.
2. During the course of construction, HRSD shall compensate the CONTRACTOR and other individuals and entities providing materials and/or services related to the Improvements for all Improvement Costs, including those for which the CITY is responsible. The CITY shall reimburse HRSD for all such payments made on its behalf. The CITY shall pay the CITY's Improvement Costs to HRSD in one lump sum payment upon completion of construction (as determined by HRSD). HRSD shall provide the CITY with an invoice detailing the CITY's share of the removal of the Facilities. Within thirty (30) days of its receipt of such invoice, the CITY shall reimburse HRSD for the CITY's share of the removal of CITY Facilities as detailed in the invoice.

III. SCHEDULE

The construction is anticipated to begin by March 1, 2024 and be complete by June 30, 2024.

IV. OBLIGATIONS OF HRSD AND THE CITY

A. Administration

HRSD shall provide contract administration of the Removal of the Facilities.

B. Inspection

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

C. Correction of Construction Defects in the Improvements or Breach

1. HRSD shall require the CONTRACTOR to provide a performance and payment bond for the full amount of the construction. The Construction Contract shall also provide for a warranty of the CONTRACTOR's work against construction defects and shall require the CONTRACTOR to correct such defects that are reported by HRSD or the CITY within one (1) year of the final acceptance of the Improvements.
2. The Parties understand that pursuant to this Agreement, HRSD may enter into Project Documents with a CONTRACTOR or other third parties who will perform work for the benefit of the CITY. In the event of the threatened or actual breach of any such Project Document by any such CONTRACTOR or third party, the Parties agree that at the request of the Party benefited by the Project Document, the Parties will work together to exercise any and all of the rights, powers and privileges conferred by the Project Documents to remedy such breach in as full and ample manner as is permitted thereunder; provided, however, nothing herein contained shall be deemed to impose upon the Party who is benefited by the Project Document any liability for the performance of any obligation of the Project Document to which they are not a party. To the extent the exercises of any such rights, powers, or privileges shall generate costs or expenses, including but not limited to attorney's fees, those costs shall be borne by the Party requesting the enforcement or other action under the Project Document. If both Parties wish to initiate enforcement or other action, the costs thereof shall be shared equally, or as otherwise agreed in writing duly executed by the Parties.

D. Construction Record Drawings

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

V. GENERAL PROVISIONS

- A. Governing Law and Venue. This Agreement shall be governed as to all matters whether of validity, interpretations, obligations, performance or otherwise exclusively by the laws of the Commonwealth of Virginia, and all

questions arising with respect thereto shall be determined in accordance with such laws. Regardless of where actually delivered and accepted, this Agreement shall be deemed to have been delivered and accepted by the parties in the Commonwealth of Virginia. Any litigated dispute shall be filed in the Circuit Court for the City of Chesapeake, Virginia, or in the Norfolk Division of the Eastern District of Virginia.

- B. Termination. This Agreement may be terminated by the CITY or HRSD (i) without cause upon written notice to the other Party; (ii) with cause in the event that the other Party materially breaches this Agreement and such breach is not cured within sixty (60) days of the defaulting Party's receipt of written notice of such breach from the non-defaulting Party; or (iii) by mutual agreement of the CITY and HRSD. Anything herein or elsewhere to the contrary notwithstanding, any such termination of this Agreement shall not relieve the Parties of their obligation to pay their respective portions of all of the Improvement Costs incurred prior to termination, whether or not those amounts are due and payable as of the termination date. Furthermore, in the event of termination without cause, the terminating Party shall reimburse the non-terminating Party for its reasonable, out-of-pocket costs incurred with regard to the Project through the date of termination.
- C. The 2011 Agreement at Exhibit 2 shall terminate upon execution of this Agreement. Any obligation created by the Parties under the 2011 Agreement shall no longer be binding on the Parties upon termination of the 2011 Agreement.

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

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

With Copy to:
Robyn H. Hansen, Esquire
Sands Anderson PC
4801 Courthouse Street, Suite 203
Williamsburg, VA 23188
Telephone: (757) 276-8243
Email: rhansen@sandsanderson.com

For: City of Chesapeake
Director of Public Utilities
City of Chesapeake, Virginia
306 Cedar Road
Chesapeake, Virginia 23322
Telephone: 757-382-6390
Email: djurgens@cityofchesapeake.net

With Copy to:
City Attorney
City of Chesapeake, Virginia
306 Cedar Road, Chesapeake, Virginia 23322
Telephone: 757-382-6586
Email: cityattorney@cityofchesapeake.net

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

- F. Amendment. This Agreement may be amended only by a written instrument duly executed by the parties.
- G. Severability. If any provision of this Agreement or the application thereof to any circumstance shall be determined to be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall continue to be valid, in effect and enforceable to the fullest extent permitted by law.
- H. Insurance. HRSD and the CITY have the right to review and approve insurance coverage in the various insurance categories that HRSD and the CITY deem necessary to be carried by the CONTRACTOR or any other parties to this Agreement. Proof of insurance shall be provided at the request of HRSD or the CITY and the insurance coverage shall be maintained during the term of this Agreement.
- I. Term of Agreement. The term of the Agreement will commence on the date the Agreement is entered into and be completed when each Party has completely performed its obligations hereunder.
- J. Force Majeure. No Party shall be responsible for its failure to fulfill an obligation pursuant to this Agreement to the extent that such failure is due to acts of God; labor strikes; war or terrorism; epidemics/pandemics; fires; floods; the unanticipated actions of a third party; lockouts; strikes, freight embargos, and unusually severe weather or delays of subcontractors due to such causes. A Party experiencing a force majeure event that prevents fulfillment of a material obligation hereunder shall (a) give the other Party prompt written notice describing the particulars of the event; (b) suspend performance only to the extent and for the duration that is reasonably required by the force majeure event; (c) use reasonable efforts to overcome or mitigate the effects of such occurrence; and (d) promptly resume performance of the affected obligation if and when such Party is able to do so.
- K. Waiver. No waiver of breach of any term or provision of this Agreement shall be construed to be, or shall constitute, a waiver of any other breach of this Agreement. No waiver shall be binding unless in writing and signed by the Parties waiving the breach. The failure of any Party to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Agreement shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not

preclude or waive the right to use any or all other remedies. Such rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

- L. Integration. This Agreement constitutes the entire understanding between the Parties. No provision of this Agreement may be waived, modified or amended except by an instrument signed by the party against whom the enforcement of such waiver, modification or amendment is sought.
- M. Authority. CITY and HRSD both warrant that they have permission and authority derived under their respective corporate Charters and Enabling Acts to execute and undertake this Agreement. This Agreement shall apply to, and be binding upon both Parties, their elected officials, officers, agents, employees, successors, and assigns, to the maximum extent permitted by law.
- N. 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.
- O. 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.
- P. 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.
- Q. Recitals. The Recitals above are incorporated into this Agreement as if fully set forth therein.

Signature pages follow

IN WITNESS WHEREOF, the Hampton Roads Sanitation District (HRSD) Commission has caused this Agreement to be signed on its behalf by its General Manager in accordance with authorization granted at its regular meeting held on January 23, 2024.

HAMPTON ROADS SANITATION DISTRICT

By _____
Jay A. Bernas, PE, General Manager

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

The foregoing Agreement was acknowledged before me this _____ day of _____, 20____, by Jay A. Bernas, PE, HRSD General Manager.

Notary Public

My commission expires:

Registration No.:

IN WITNESS WHEREOF, the City of Chesapeake, Virginia, has caused this Agreement to be signed by the Chesapeake City Manager on its behalf.

CITY OF Chesapeake, Virginia

By: _____
Name: Christopher M. Price, Chesapeake City
Manager

The foregoing Agreement was acknowledged before me this _____ day of _____, 20__, by _____ Christopher M. Price, City Manager for the City of Chesapeake, Virginia.

Notary Public

My commission expires:

Registration No.:

Approved as to Form and Correctness:

Approved as to Content:

Deputy City Attorney

Director of Public Utilities

Exhibit 1 - Facilities Detailed Description / Location Map

Exhibit 2 – 2011 Agreement Between the CITY and HRSD

CHESAPEAKE WATER MAIN REMOVAL AGREEMENT
WITH HAMPTON ROADS SANITATION DISTRICT
AND
HAMPTON ROADS SANITATION DISTRICT'S
PROJECT KNOWN AS GREAT BRIDGE EXTENSION DIRECTIONAL DRILL

THIS AGREEMENT (the "Agreement"), between the HAMPTON ROADS SANITATION DISTRICT, a political subdivision of the Commonwealth of Virginia ("HRSD") and the CITY OF CHESAPEAKE, VIRGINIA, a municipal corporation ("CITY"), is entered into this 18th day of March, 2011.

WITNESSETH:

WHEREAS, the CITY owns, operates, and maintains a subaqueous twenty-four- inch diameter (24") public water main that crosses under the Chesapeake-Albemarle Canal (the "Water Main"), and which such crossing is governed by the CITY's existing permit (the "Old Permit") with the United States Army Corps of Engineers (the "Corps"); and

WHEREAS, HRSD owns, operates and maintains a subaqueous twenty-inch diameter (20') public sewer force main that also crosses under the Chesapeake-Albemarle Canal (the "Old Sewer Main"), and which crossing is governed by an independent HRSD permit with the Corps; and

WHEREAS, the CITY has invested significant public funds towards replacing the Water Main (the "CITY's Project") within the next several months; and

WHEREAS, despite the immediacy in which the CITY plans were initially intended to be executed with regard to the CITY Project, both the CITY and HRSD have determined it to be prudent and in the best interest of both Parties to work collaboratively with regard to the abandonment by the CITY and the eventual removal by HRSD of the CITY's Water Main; and

WHEREAS, the CITY is required, upon the termination of its Old Permit, to abandon and remove the CITY's Water Main; and

WHEREAS, the CITY and the Corps have agreed to terminate the CITY's Old Permit and enter into a new permit, a copy attached as **Exhibit 1**, and as part of said new permit, the Corps will allow the CITY to abandon the Water Main in place until such time as HRSD removes the Water Main as provided herein; and

WHEREAS, the CITY's Water Main and HRSD's Old Sewer Main are located under the Canal in the same vicinity; and therefore, HRSD estimates that on or about October 2014, it will be ready to remove and replace its Old Sewer Main and simultaneously remove the CITY's Water Main ("HRSD's Project"); and

WHEREAS, the Parties desire to memorialize their understanding in this Agreement.

NOW, THEREFORE, it is mutually agreed between the Parties hereto as follows:

I. DESCRIPTION OF THE CITY'S WATER MAIN

The abandoned Water Main, together with all valves, fittings and appurtenances thereto, will be removed by HRSD as part of HRSD's Project, said removal being from on or about stations 1+80 to 4+40 , which is approximately two hundred sixty linear feet (260'), which is as depicted on the record drawing of the CITY's water main attached hereto as **Exhibit 2** and made a part hereof.

II. BIDDING PROCESS

Prior to advertising, CITY will be responsible for furnishing HRSD with a copy of all permits and other approvals (provided electronically or hard copies) necessary for the removal of the Water Main.

As it pertains to the Virginia Public Procurement Act at Section 2.2-4300 *et seq.*, HRSD shall perform the following:

A. HRSD will comply with the Virginia Public Procurement Act, all applicable federal and state (Virginia) law, as well as Chapter 78 of the City's Code of Ordinances.

B. HRSD will require all bidders to apportion their bids separately between the three (3) components identified below:

- 1.) new sewer line ("New Sewer Main");
- 2.) removal of Water Main; and
- 3.) removal of Old Sewer Main.

C. HRSD shall award the bid for HRSD's Project to the overall lowest, responsive and responsible bidder, irrespective of the amount of any bid portion related to the CITY's Water Main.

D. The CITY shall not have the authority to negotiate any portion of the bid related to the Water Main; however, if the lowest, responsive and responsible bidder for the removal of the CITY's Water Main exceeds a total amount of Ninety Thousand and 00/100 Dollars (\$90,000.00) (the "Cap"), CITY shall have the right, at its option, to (i) terminate this Agreement in writing within ten (10) days with no further obligation on either party or (ii) to waive the Cap in writing within ten (10) days and to proceed in accordance with this Agreement.

E. HRSD shall, within ten (10) calendar days from the date of its receipt of the bids for the removal of the CITY's Water Main and HRSD's Project, provide to the CITY all such responsive bids, and consult with the CITY and obtain the CITY's approval regarding the qualifications of the contractor prior to the award of the contract pertaining to the removal of the

CITY's Water Main as part of HRSD's Project.

F. HRSD shall, if it has not already done so pursuant to subsection (E) above, within ten (10) calendar days before making an award, provide the CITY with a copy of the selected contractor's bid tab sheet (the "Bid Tab"). HRSD and the selected contractor shall not make any changes to the Bid Tab, solely with regard to the removal of the Water Main, without the prior expressed written consent of the CITY.

III. CONSTRUCTION OF HRSD'S PROJECT / REMOVAL OF WATER MAIN

A. Time of Construction:

HRSD currently estimates that HRSD's Project will begin in October, 2014. The removal by HRSD of its Old Sewer Main and the Water Main from the Canal will occur after HRSD's new sewer force main is installed and placed in operation, which is estimated to be 2016.

B. Total Cost of Removal of the CITY's Water Main:

The total cost of removing the Water Main on or before the end of calendar year 2016, shall include all costs directly related to the removal of the abandoned Water Main, labor, materials and equipment.

HRSD shall deliver to the CITY all invoices from the selected contractor that pertains to the removal of the CITY's Water Main within thirty (30) calendar days from the date it receives said invoices (the "Water Main Invoices"). The Water Main Invoices shall, in all respects, mirror the fees set forth in the Bid Tab for the selected contractor. The CITY shall have no obligation to pay HRSD for Water Main Invoices that are inconsistent with the selected contractor's Bid Tab. Any and all change orders that can reasonably be expected to increase or

decrease the costs pertaining to the removal of the Water Main as set forth in the Bid Tab, must be approved by the CITY. Nothing herein shall be construed as an obligation of the CITY to pay any third-party for any fees, expenses, labor, rentals, storage, materials, supplies, fuel, or other similar expenses of any third-party, including, but not limited to HRSD's contractors and subcontractors for the Water Main removal project or HRSD's Project.

HRSD shall keep and maintain all records pertaining to the removal of the CITY's Water Main for a period of not less than three (3) years from the date of final completion of said removal. The CITY shall, upon three (3) working days' written notice, have the right to inspect and copy HRSD's books and records pertaining to the removal of the Water Main at a time and at a place located in the City of Virginia Beach, Virginia where such records are usually kept by HRSD.

C. Ownership of Abandoned Pipe:

The CITY and HRSD agree that the Water Main, upon removal, shall become the property of the contractor.

IV. ADDITIONAL OBLIGATIONS OF HRSD

A. Design and Installation:

HRSD agrees to provide and pay for the cost of the design and construction of that portion of HRSD's Project that pertains to the removal and replacement of its Old Sewer Main located under the Canal and the installation of the New Sewer Main. HRSD will be responsible for furnishing to the CITY, any and all plans that pertain to the removal of the Water Main.

B. Correction of Design or Construction Deficiencies:

HRSD agrees to have corrected, as directed by CITY, any design or construction

deficiencies discovered within one (1) year of substantial completion.

C. Inspection:

HRSD agrees to provide full-time inspection of the project at no cost to the CITY. Such inspector shall have the full authority to assure the project is constructed in accordance with the approved plans and specifications.

CITY shall have the right to provide, at its own expense, such additional inspection as it deems proper.

V. ADDITIONAL OBLIGATIONS OF THE CITY

City will pay for the cost of removal of the Water Main as set forth in this Agreement.

VI. CONSTRUCTION RECORD DRAWINGS

Each party will provide the other with construction record drawings of all work done by or for it in and around the Canal.

VII. ESTIMATED COST TO REMOVE WATER MAIN

The CITY's preliminary engineering estimate shows that the projected total cost to remove the Water Main from the Canal, at today's rates, should cost approximately \$90,000.00, which is the "Cap".

VIII. CONTINGENT OBLIGATIONS

HRSD's obligations under this Agreement are expressly contingent upon:

- 1.) CITY furnishing HRSD with all necessary permits and approvals by the Corps of Engineers, CITY, or other needed permits that are required for the removal by HRSD of the CITY's water main;
- 2.) approval of all plans and specifications by both parties;
- 3.) approval of contractor and bid;

- 4.) on or before ten (10) days after the approval of the award of the Contract by the HRSD Commission, CITY will pay to HRSD one-half (1/2) of the bid amount for the removal of the Water Main, not to exceed the Cap. CITY will pay the balance of the Contract amount within thirty (30) days of Contract completion.

The CITY's obligations hereunder are expressly contingent upon all of the following:

- 1.) The cost to remove the CITY's Water Main must be equal to or less than the Cap, unless otherwise agreed to by the parties; and
- 2.) HRSD must commence the removal of the Water Main on or before the year 2016, unless otherwise agreed to by the parties; and
- 3.) approval of all plans and specifications by both parties; and
- 4.) The CITY approves the contractor. However, if CITY does not approve the contractor or for any other reason, with or without cause, before contractor approval, CITY, at its option, may void this Agreement; in which case, neither party shall have any further obligation to the other in connection with this Agreement and HRSD shall have the right to proceed with its project without any approvals, consent, or authorization from CITY, except as may be required by law.

IN WITNESS WHEREOF, the CITY has caused this Agreement to be signed by the City Manager in its behalf pursuant to resolution adopted by the City Council on _____, 2011, and 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 April 26, 2011.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK
SIGNATURE PAGES TO FOLLOW

This signature page is part of the Agreement between the City of Chesapeake and HRSD for the Project known as Great Bridge Extension Directional Drill.

THE CITY OF CHESAPEAKE, VIRGINIA

By: *William E. Harrell*
William E. Harrell, City Manager

Attest: *Dolores A. Moore*
Dolores A. Moore, City Clerk

STATE OF VIRGINIA
CITY OF CHESAPEAKE, to-wit:

The foregoing instrument dated March 18, 2011, was acknowledged before me this day of 16 May, 2011, by William E. Harrell and Dolores A. Moore, City Manager and City Clerk, respectively, of the City of Chesapeake, Virginia.

Wanda B. Futrell
Notary Public

Notary Number: 188712
My commission expires: 30 September 2011



Wanda B. Futrell
Commonwealth of Virginia
Notary Public
ID #188712

APPROVED AS TO FORM:

ACCEPTED BY:

Wilfredo Bonilla, Jr.
Wilfredo Bonilla, Jr., Esq.
Assistant City Attorney

J. K. Walski
J. K. Walski, Director
Department of Public Utilities

This signature page is part of the Agreement between the City of Chesapeake and HRSD for the Project known as Great Bridge Extension Directional Drill.

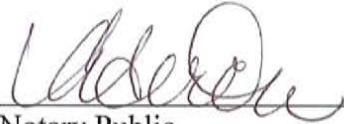
HAMPTON ROADS SANITATION DISTRICT,
a Political Subdivision of the Commonwealth of Virginia

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

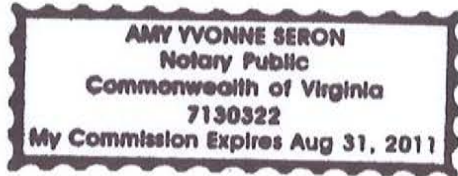
Attest: 
Jennifer Heilman, Secretary

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

The foregoing instrument dated March 18, 2011, was acknowledged before me by Edward G. Henifin, P.E., General Manager for Hampton Roads Sanitation District and by Jennifer Heilman, Secretary for Hampton Roads Sanitation District, this 26th day of April, 2011.


Notary Public

Notary Number: 7130322
My commission expires: August 31, 2011



AGENDA ITEM 6. – January 23, 2024

Subject: Kiln Creek Interceptor Force Main Replacement
Initial Appropriation – Non-Regulatory and Contract Award (>\$200,000)

Recommended Actions:

- a. Appropriate total project funding in the amount of \$12,553,200.
- b. Award a contract to Whitman, Requardt & Associates, LLP (WRA) in the amount of \$218,995.

CIP Project: JR014200

Regulatory Requirement: None

Type of Procurement: Competitive Negotiation

A Public Notice was issued on August 31, 2023. Four firms submitted proposals on October 18, 2023, and all firms were determined to be responsive and deemed fully qualified, responsible, and suitable to the Professional Services Selection Committee (Committee) and to the requirements in the Request for Proposals. Four firms were short-listed, interviewed, and technically ranked as listed below:

Proposers	Technical Points	Recommended Selection Ranking
Whitman, Requardt & Associates, LLP	92.60	1
Kimley-Horn	89.90	2
Rummel, Klepper and Kahl, LLP	83.70	3
Gannett Fleming	78.70	4

The Committee recommends award to Whitman, Requardt & Associates, LLP, (WRA) whose professional qualifications and proposed services best serve the interest of HRSD.

Project Description: This project will replace approximately 7,100 linear feet of 24-inch ductile iron pipe along Brick Kiln Boulevard and Kiln Creek Parkway from the currently under construction Jefferson Avenue Phase III project to the Kiln Creek Interceptor Force Main Contract B project. This project will upsize the existing pipeline from 24-inch to 30-inch.

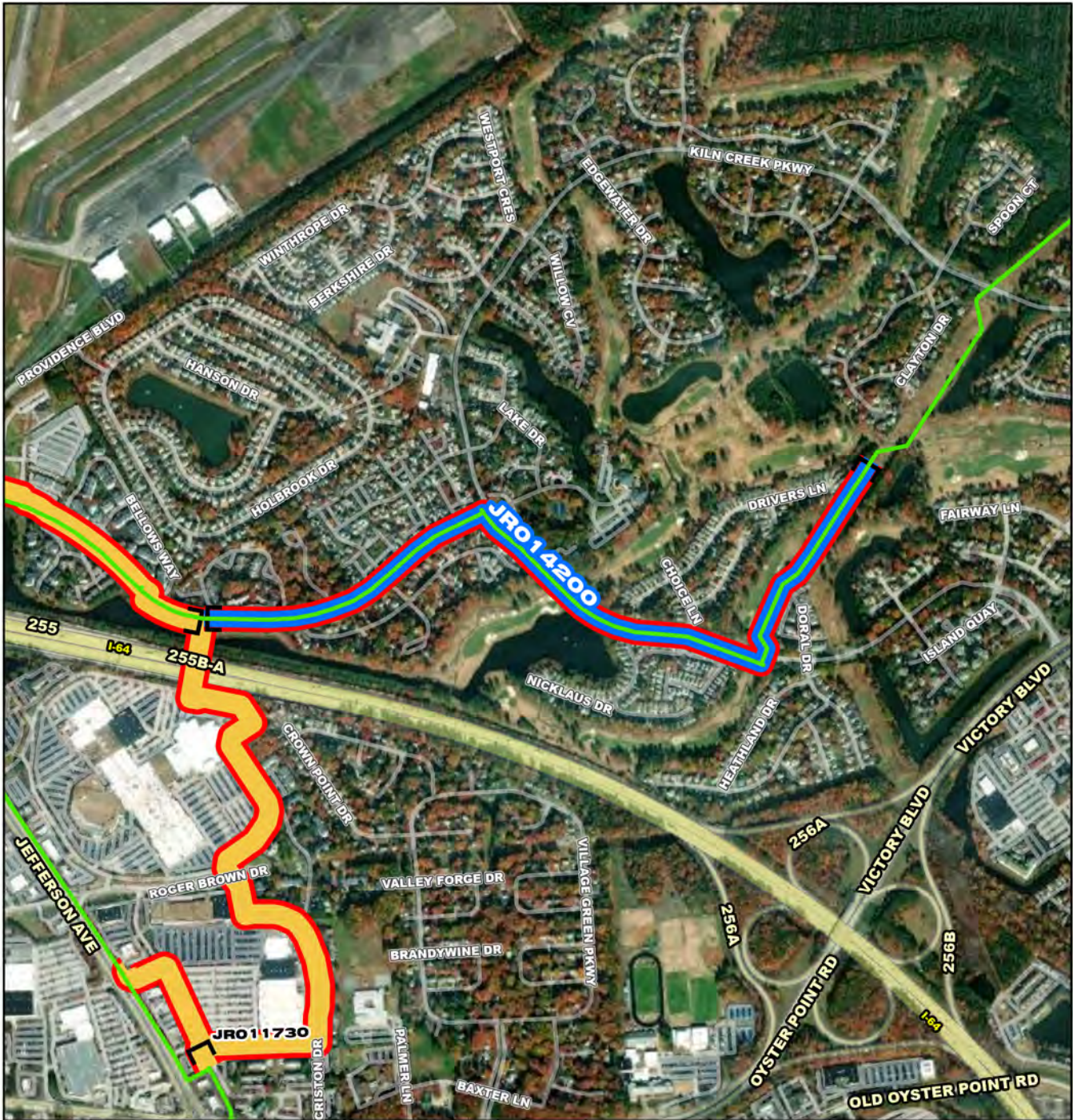
The attached [Map](#) depicts the project location.

Project Justification: The Colony Area Interceptor Force Main Section B pipeline was constructed by a private developer in 1987 with the Kiln Creek residential neighborhood and turned over to HRSD. Due to complications with the developer, no as-builts were available and multiple air vents along this run were not installed at actual highpoints. This issue leads to large gas pockets that increase system pressures along with a greater risk of internal pipe corrosion. During a recent diversion these issues presented themselves in the form of a significant hydraulic restriction. This project will upsize the existing force main to 30-inch diameter to create a 30-inch force main loop within the James River and York River Treatment Plant service areas. In conjunction with the Tabb Pressure Reducing Station and off-line storage infrastructure, this force main will maximize wet weather capabilities and flow optimization between the James River and York River Treatment Plants.

Contract Description: This contract is for preliminary engineering phase services.

Funding Description and Analysis of Cost: The estimated total project cost is \$12,553,200 and is based on an AACE Class 5 cost estimate completed by HRSD. The estimated project cost consists of construction costs of \$9,541,300 combined with an engineering services estimate of \$1,192,600 and a 19 percent contingency allowance against construction of \$1,819,300. A fee of \$218,995 was negotiated with WRA and is approximately 2.3% of the current estimated construction cost. These costs are in line with projects of similar size and scope.

<u>Schedule:</u>	PER	February 2024
	Design	June 2024
	Bid	March 2025
	Construction	May 2025
	Project Completion	July 2026



JRO 14200

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

Legend

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

Feet

0 410 820 1,640 2,460 3,280

JRO 14200

Kiln Creek Interceptor Force Main Replacement

N
W E
S

CIP Location

AGENDA ITEM 7. – January 23, 2024

Subject: Updated 2022 Hampton Roads Hazard Mitigation Plan and HRSD Amendment Resolution

Recommended Action: Adopt the Resolution for the Updated 2022 Hampton Roads Hazard Mitigation Plan and HRSD Amendment.

Resolution Description: This resolution allows HRSD to amend the 2022 Hampton Roads Hazard Mitigation Plan to include an HRSD mitigation action related to flood resilience. While HRSD was not initially listed as a plan participant, HRSD was actively involved in the planning process. Formal acknowledgement as a plan participant and a documented mitigation action is a prerequisite to be considered for future funding under Federal Emergency Management Agency (FEMA) pre- and post-disaster mitigation grant programs.

HRSD's recently completed Climate Change Study outlines the decades of substantial financial investment necessary to minimize losses during flood events and adoption of this resolution will increase opportunities for external funding.

The attached [Resolution](#) language is consistent with all Hampton Roads localities party to the 2022 Hazard Mitigation Plan and has been reviewed by staff.

The attached [letter](#) from the Hampton Roads Planning District Commission's (HRPDC) Regional Emergency Management Administrator to the Virginia Department of Emergency Management (VDEM) State Hazard Mitigation Officer summarizes the rationale for including the proposed HRSD Mitigation Action. VDEM is currently pursuing concurrence from FEMA on HRSD's Amendment and the resolution language reflects that this requirement is still pending.

The 2022 Hampton Roads Hazard Mitigation Plan can be found at this [link](#).



RESOLUTION

ADOPTING THE UPDATED 2022 HAMPTON ROADS HAZARD MITIGATION PLAN AND HRSD AMENDMENT

WHEREAS, Hampton Roads Sanitation District (hereinafter "HRSD") recognizes the threat that natural hazards pose to people and property within our community; and

WHEREAS, undertaking hazard mitigation actions will reduce the potential for harm to people and property from future hazard occurrences; and

WHEREAS, an adopted Hazard Mitigation Plan is required as a condition of future funding for mitigation projects under multiple Federal Emergency Management Agency (FEMA) pre- and post-disaster mitigation grant programs; and

WHEREAS, HRSD participated in the FEMA-prescribed mitigation planning process to prepare this Hazard Mitigation Plan; and

WHEREAS, the Virginia Department of Emergency Management and Federal Emergency Management Agency, Region III officials are reviewing the "2022 Hampton Roads Hazard Mitigation Plan", including the "HRSD Amendment", and approval is contingent upon this official adoption of the participating governments and entities;

NOW, THEREFORE, BE IT RESOLVED, on the 23rd day of January, 2024, by the HRSD Commission that:

1. HRSD adopts the "2022 Hampton Roads Hazard Mitigation Plan" including the "HRSD Amendment" as an official plan;
2. HRSD will submit this Adoption Resolution to the Virginia Department of Emergency Management and Federal Emergency Management Agency, Region III officials to enable the Plan's final approval; and
3. This resolution shall take effect upon approval by the Virginia Department of Emergency Management and Federal Emergency Management Agency, Region III officials.

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

[HRSD Seal]

Stephen C. Rodriguez, Chair



Douglas G. Pons, Chair | Shannon E. Glover, Vice-Chair
Robert A. Crum, Jr., Executive Director

**Member
Jurisdictions**

January 10, 2024

Chesapeake

Debbie Messmer
State Hazard Mitigation Officer

Franklin

Virginia Department of Emergency Management
9711 Farrar Court
North Chesterfield, Virginia 23236

Gloucester

RE: Amendment Request – Addition of Hampton Roads Sanitation District
(HRSD) Mitigation Actions

Hampton

Dear Debbie:

Isle of Wight

The Hampton Roads Planning District Commission (HRPDC) would like to amend the 2022 Hampton Roads Hazard Mitigation Plan to include the attached mitigation actions for HRSD. While not initially listed as a plan participant, HRSD was actively involved in the planning process. Also attached are meeting minutes and attendance for all three mitigation workshops, to which HRSD personnel were in attendance. Additionally, HRSD has notified the HRPDC that they plan to formally adopt the 2022 Hampton Roads Hazard Mitigation Plan. The HRPDC believes the attached mitigation actions to be prudent and will enhance the preparedness and resiliency of the Hampton Roads region.

James City

Newport News

Norfolk

Poquoson

Feel free to contact me with any questions or concerns you may have at lsadler@hrpdcva.gov or (757) 420-8300

Portsmouth

Sincerely,

Smithfield

Southampton

John Sadler
Regional Emergency Management Administrator

Suffolk

JAS/se

Surry

Attachments

Virginia Beach

Copy: Chris Bruce, VDEM
Alexander Krupp, VDEM
Ryan Radspinner, HRSD
Anas Malkawi, HRSD
Tina Condon, HRSD

Williamsburg

**PDC-TPO
E-MAILED
1/10/2024**

York

AGENDA ITEM 8. – January 23, 2024

Subject: Capital Improvement Program (CIP)
Update

Recommended Action: No action is required.

Brief: Implementing the CIP continues to be a significant challenge as we address numerous regulatory requirements, SWIFT Program implementation and the need to replace aging infrastructure. Staff will provide a briefing describing the status of the CIP, financial projections, projects of significance and other issues affecting the program. In addition, the Chief of Design and Construction for the SWIFT Program will discuss the Community Commitment Plan.

AGENDA ITEM 9. – January 23, 2024

Subject: U.S. EPA Integrated Plan Annual Public Meeting

Recommended Action: No action is required.

Brief: The Integrated Plan with the U.S. EPA requires that we hold an annual informational meeting open to the public and the localities we serve. The meeting is intended to provide an update on compliance activities and status of all activities related to the Integrated Plan. The virtual meeting will be held at 1:30 p.m. on January 23, 2024.

The overview will include an explanation of Integrated Plan requirements, progress to date, HRSD/Locality Cooperation, steps that citizens within the Localities may take to protect the receiving waters and end with an opportunity for questions and answers.

AGENDA ITEM 10. – January 23, 2024

Subject: New Business

AGENDA ITEM 11. – January 23, 2024

Subject: Unfinished Business

AGENDA ITEM 12. – January 23, 2024

Subject: Commissioner Comments

AGENDA ITEM 13. – January 23, 2024

Subject: Informational Items

Recommended Action: No action is required.

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

- a. Management Reports
 - (1) [General Manager](#)
 - (2) [Communications](#)
 - (3) [Engineering](#)
 - (4) [Finance](#)
 - (5) [Information Technology](#)
 - (6) [Operations](#)
 - (7) [Talent Management](#)
 - (8) [Water Quality](#)
 - (9) [Report of Internal Audit Activities](#)
- b. [Strategic Metrics Summary](#)

January 13, 2024

Re: General Manager's Report



Environmental Responsibility

December 2023 was the second wettest December on record. A coastal storm rolled through Hampton Roads on December 18, dumping up to 3.62 inches of rain across the service area. As a result of the increased flows, Bayshore and Willard Avenue pump stations in Hampton and on Chesapeake Boulevard overflowed a combined 33,550 gallons. In the Small Communities, the heavy rain occurred on December 17, causing overflows at the Dendron Pump Stations 1 & 2 in Surry County, the main King William pump station, and the West Point Treatment Plant for a combined 36,300 gallons for the latter two locations (the Dendron stations in Surry released an unknown quantity).

On Christmas Eve and Christmas Day, South Shore Interceptors responded to a spill caused by our contractor's plug that came loose and blocked a downstream pipe. Approximately, 2,500 gallons were released from HRSD's sewer holes, but the City of Chesapeake reported a significantly larger spill from their system. Water Quality staff sampled the nearby creeks as a precautionary measure and found relatively low levels of HF183, which is the human DNA marker we use for microbial source tracking.

The Chincoteague Treatment Plant was conveyed to HRSD on December 18. The existing contract operator will continue to operate this plant for the foreseeable future.

Treatment Compliance and System Operations:

- From FY2024 to date, there have been four Permit Exceedances out of 28,264 Total Possible Exceedances.
- Pounds of Pollutants Removed in FY-2024 to date: 96 million pounds.

Water Quality: No civil penalties were issued in December.



Financial Stewardship

HRSD was awarded an additional \$36 million from the American Rescue Plan Act (ARPA) for the James River and Nansemond Treatment Plant projects. This brings the total award to approximately \$68 million.

The Hampton Roads Planning District Commission (HRPDC) recently reported an interesting housing dynamic that has occurred since the pandemic. In August 2023, housing sales were 17.6% below February 2020, but median sale price was 32.6% higher due to a supply demand

imbalance. This is leading to a historic deterioration in affordability as the Federal Reserve's Housing Affordability Index has fallen to its lowest level on record. The only way to fix this issue is to build new homes, which is great for HRSD's finances as we will receive revenue from the Facility Charge and the monthly wastewater charge. This will require our hydraulic modelers to ensure we have sufficient system capacity to handle this new flow where the growth is occurring.

Through the first half of the fiscal year, water consumption is running flat compared to projections as wastewater revenues are on track. Interest Income continues to exceed expectations as the Federal Reserve is reluctant to lower short term rates. Expenses remain under budget as staff operate the system efficiently and inflation subsides.



Talent

I was the featured guest for HRSD's UNIFIED Council's ASK Session which focused on HRSD's Diversity, Equity, and Inclusion (DEI) initiatives. I took questions from the audience and from the virtual attendees.

The Compensation Study continues to progress and will be presented to the Commission in February. The final two phases are focused on pay structure, job slotting, and updating the job description template.

I participated in the following meetings/activities with HRSD personnel:

1. Participated in the Senior Leadership retreat.
2. Featured in the UNIFIED Council's ASK session.
3. Held a town hall Q&A at the James River Treatment Plant.



Community Engagement

I provided a SWIFT update to the State Water Commission December 15. The Commission consists of Senators and Delegates. The presentation included HRSD's \$1.3 billion in eligible Water Quality Improvement Fund (WQIF) grants through 2028. This was important before the next session as the Governor's proposed budget did not include any additional funding for WQIF.

Staff toured the NASA Wallops Flight Facility Treatment Plant to assess the potential for HRSD to assume these federal assets in northern Accomack County. This space port is currently experiencing significant growth but is limited by available wastewater service. If HRSD assumed these assets, private entities would be able to connect, as federal rules currently prohibit this.

Discussions are in the preliminary stages with the Navy and the City of Virginia Beach on the potential for an enclosed firing range to be used by the military and law enforcement on the former Chesapeake-Elizabeth Treatment Plant site.

HRSD released its first Consumer Annual Report and distributed it across Hampton Roads. It is intended to convey how ratepayers' money is spent and highlight other key metrics in an easy-to-understand graphical format.

Staff provided a SWIFT tour to the Virginia Living Museum. We are working to develop partnerships with similar entities to help educate our community on the value that HRSD provides in the areas of environmental sustainability and conservation.

I participated in the following external meetings/activities:

1. Attended the Virginia Association of Municipal Wastewater Agencies (VAMWA) quarterly meeting.
2. Met with the City of Norfolk Deputy City Manager on the proposed Lambert's Point recreation easement.
3. Attended a US Navy Embark aboard the USS George Washington.
4. Provided an update to the State Water Commission on SWIFT and grant funding needs.
5. Provided a SWIFT tour to the Virginia Aquarium staff.



Innovation

HRSD's first use of carbon fiber reinforced polymer (CRFP) for a pipe repair was recently completed at the York River Treatment Plant ahead of schedule and with very few issues. We will monitor the longevity of this product for potential future uses.

The VIP Biological Nutrient Removal (BNR) pilot to run low Dissolved Oxygen BNR is working well. This is the critical path for more effective mainstream shortcut nitrogen removal and surprisingly, may be effective for biological phosphorus removal, both of which result in lower operating costs.

After a successful feasibility study, the Atlantic Treatment Plant received a new skid steer and windrow turner to begin full-scale curing of biosolids. This should reduce odors and create a viable, marketable product.

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 Newport News at 9:00 a.m. on Tuesday, January 23, 2024.

Respectfully submitted,

Jay Bernas, P.E.
General Manager

TO: General Manager
FROM: Director of Communications
SUBJECT: Monthly Report for December 2023
DATE: January 10, 2024

A. Publicity and Promotion

1. HRSD and Sustainable Water Initiative For Tomorrow (SWIFT) were mentioned or featured in 15 stories this month. Topics included:
 - a. Inside Business 2023 Women in Business: Lauren Zuravnsky
 - b. Opinion piece on land subsidence
 - c. Opinion piece that mentions HRSD's purchase of a portion of the Lambert's Point Golf Course
 - d. Several stories and follow-ups related to the wastewater spill that occurred in Chesapeake over the Christmas holiday weekend
2. Analysis of media coverage

What are the key results for December?

Mentions

Compared to last period

18 ↑ 13%
Previous Value 16

Total Potential News Reach

Compared to last period

63.6M ↓ 36%
Previous Value 99.9M

Sentiment

Compared to last period

-19 ↓ 217%
Previous Value -6

What is the top performing news content?

Top Article by Reach



Y Yahoo! News · Gavin Stone
Editorial | US | Dec 26, 2023 · 12:13 PM

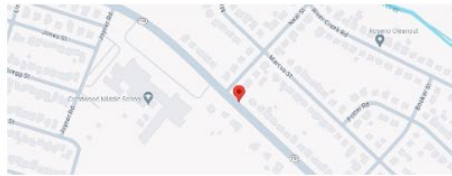
Sewage overflows into stormwater drains in Chesapeake neighborhood

On Christmas Day, the **Hampton Roads Sanitation District** received reports that a sewage pipeline in a residential area overflowed in ...

Social Echo 1 0 0
58M Reach

Negative

Top Article by Reach and Volume



Y Yahoo! News · Gavin Stone
Editorial | US | Dec 26, 2023 · 12:13 PM

Sewage overflows into stormwater drains in Chesapeake neighborhood

On Christmas Day, the **Hampton Roads Sanitation District** received reports that a sewage pipeline in a residential area overflowed in ...

Social Echo 1 0 0
58M Reach

Negative

Top Article by Social Echo



T The Virginian-Pilot · Chris Terry
Editorial | US | Dec 13, 2023 · 6:05 PM

Opinion: Subsidence threatens Hampton Roads' future

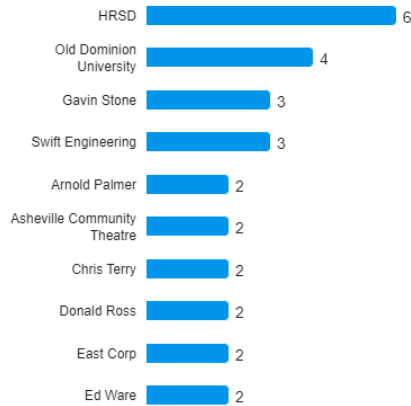
... more than 3.5 mm per year. The **Hampton Roads Sanitation District** is injecting treated wastewater into underground aquifers to minimize ...

Social Echo 44 0 0
688k Reach

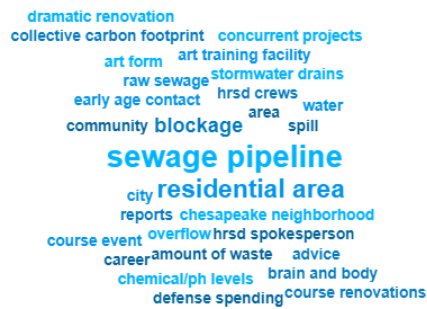
Neutral

What are the top entities and keywords?

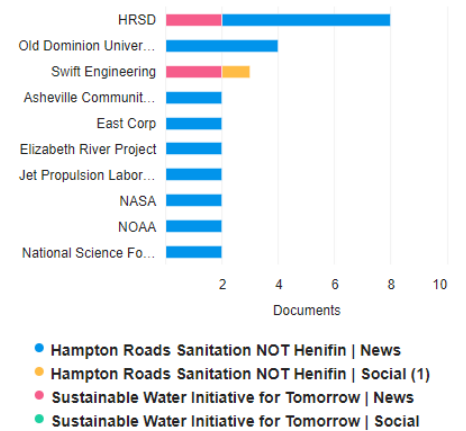
Top Entities



Top Keywords

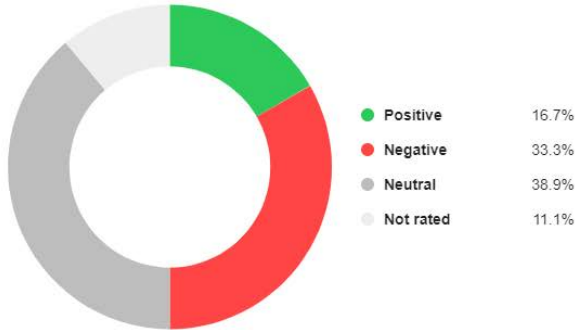


Top Organizations

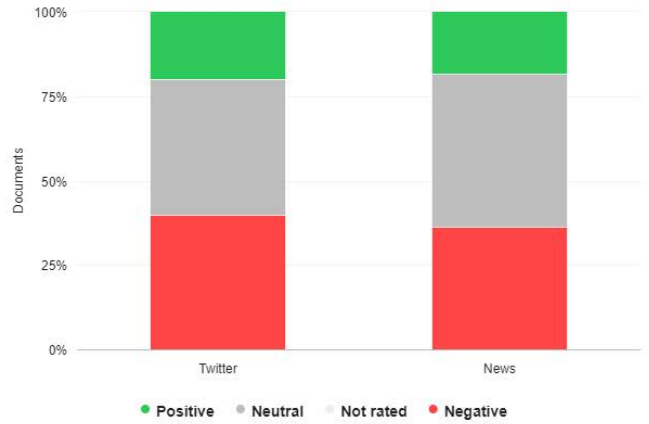


How favorable is the content?

Sentiment Share of Voice

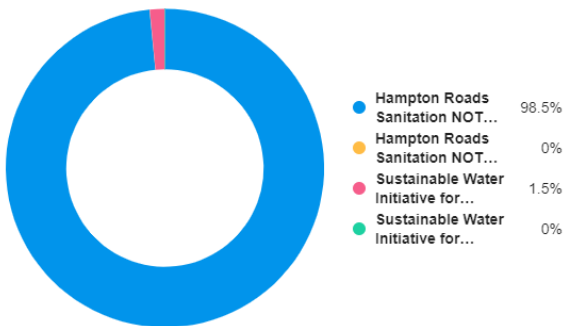


Sentiment by Source Type

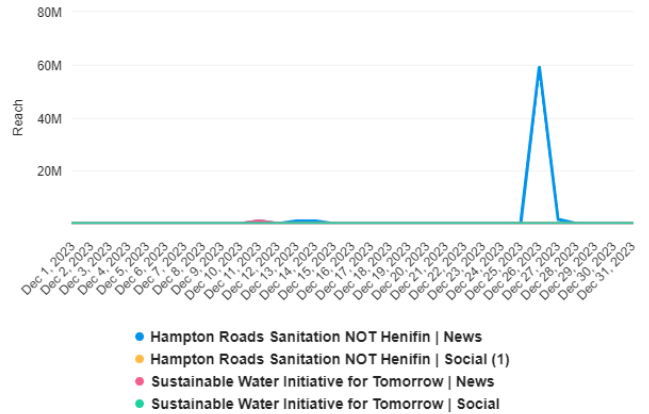


What is the potential reach?

Share of Voice by Reach

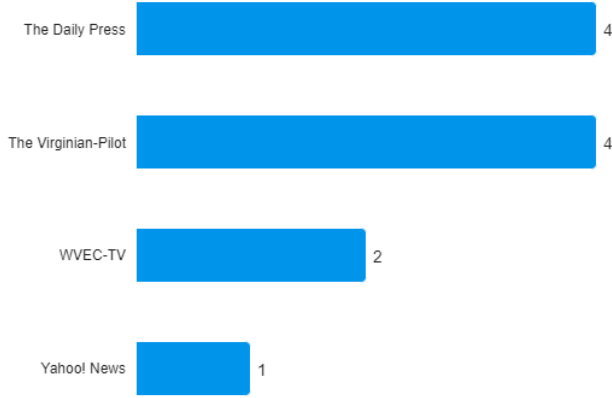


Potential News Reach

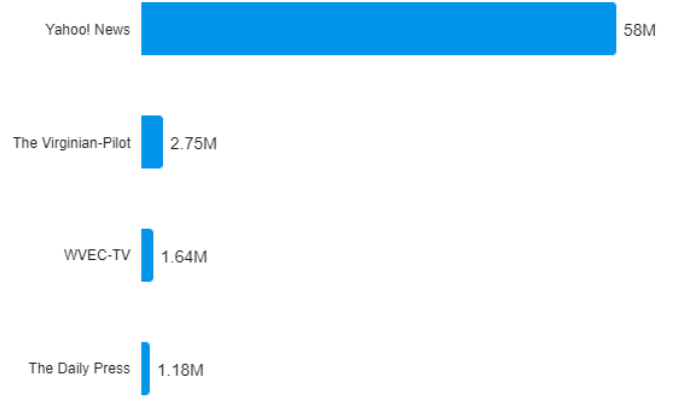


What are the top publishers?

Top Publications by Volume



Top Publications by Reach



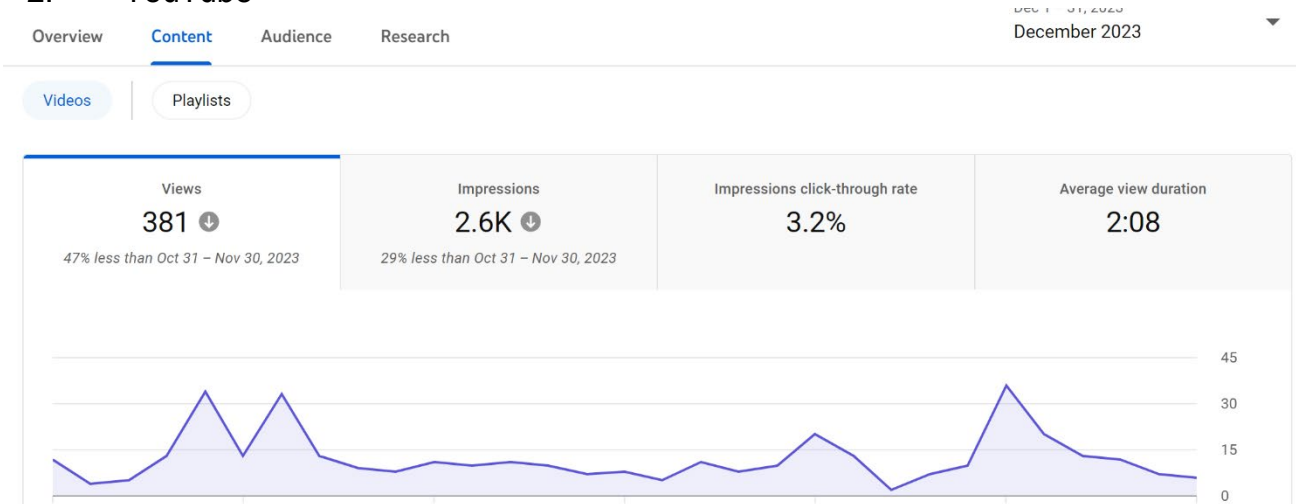
Community Engagement

B. Social Media and Online Engagement

1. Metrics – Facebook, X and LinkedIn

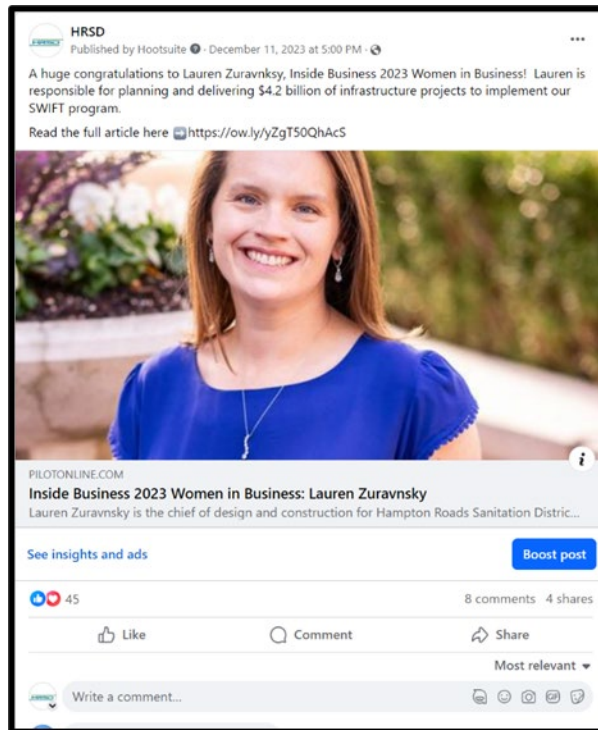


2. YouTube



3. Top posts on Facebook, Twitter, and YouTube

a. Top Facebook post



b. Top Tweet



c. Top YouTube Videos

- (1) [The Wastewater Treatment Process](#) (112 views)
- (2) [Atlantic Treatment Plant Cambi Tour](#) (75 views)
- (3) [SWIFT Research Center: What Is the Potomac Aquifer](#) (61 views)
- (4) [National Infrastructure Week: James River Treatment Plant SWIFT Improvements](#) (27 views)
- (5) [HRSD Employee Testimonial- Robert](#) (28 views)

4. Website and Social Media Impressions and Visits

a. Facebook:

- (1) 13,868 page impressions
- (2) 9,604 post impressions reaching 9,043 users
- (3) Facebook Engagement of 513 (416 reactions, 75 shares, and 22 comments)

b. X : 1,761 post impressions, 3.4% engagement rate

c. HRSD.com/SWIFTVA.com: 812 page visits

- d. LinkedIn Impressions:
 - (1) 14,039 page impressions
 - (2) 10,125 post impressions
- e. YouTube: 381 views
- f. Next Door unique impressions: 74,347 post impressions from 15 targeted neighborhood postings and three region-wide posting shared with 1,769,610 total residents
- g. Blog Posts (2): [Last-Minute Gift Shopping? Consider these Eco-Friendly Options!](#) and [Meet My 3 Kitchen Besties! How I Reduce My Waste in the Kitchen](#)
- h. Construction Project Page Visits – 2,090 total visits (not including direct visits from home page, broken down as follows:
 - (1) 1,767 visits to individual pages
 - (2) 323 to the status page

C. Education and Outreach Activity Highlights

Communications staff provided a tour of the SWIFT Research Center to the Executive Director of the Virginia Living Museum and members of their educational outreach staff. As educational facilities, we are working in collaboration and hoping to forge a mutually beneficial partnership to help increase awareness and visitors to both of our facilities as we work to provide rich educational resources in areas of environmental sustainability and conservation.

Project notices were distributed to 370 customers for eight different projects across the service area this month and the department issued and posted seven construction or work notices and distributed and posted three news releases to the HRSD.com Newsroom.

There were three SWIFT Research Center tours given by the Communications department over the course of the month to a total of 28 people.

The Communications department also conducted internal education with a two-day Crisis Communications training provided to senior management, safety personnel and members of the customer care team.

D. Internal Communications

Director participated in the following internal meetings and events:

1. Senior Leadership retreat
2. Crisis Communications training sessions
3. SWIFT Industry Day planning meetings

4. Compensation Study update meetings
5. Security Team kick-off meeting
6. Architectural review committee meetings
7. SWIFT Community Commitment Plan Steering Team meeting
8. Bi-weekly General Manager (GM) briefings
9. Discharge Monitoring Report (DMR), SWIFT Quality Steering Team (QST) and HRSD QST meetings
10. Check-in meetings with Deputy General Manager (DGM)
11. Director also conducted biweekly Communications department status meetings and weekly one-on-one check-in meetings.
12. Staff participated in 19 project progress meetings with various project managers.

Respectfully,

Leila Rice, APR

Director of Communications

TO: General Manager
FROM: Director of Engineering
SUBJECT: Engineering Monthly Report for December 2023
DATE: January 10, 2024



Environmental Responsibility

Construction-related activities can sometimes have unanticipated consequences. The planned closure of the Boat Harbor Treatment Plant (BHTP) has resulted in the need to construct a sewer transmission force main from the plant site to the Nansemond Treatment Plant (NTP). The alignment for this force main will cross the James River and extend into Suffolk on property previously owned by the U.S. Navy. The U.S. Navy Site in Suffolk is known as the Former Naval Ordnance Depot (FNOD). The U.S. Army Corps of Engineers and the U.S. Environmental Protection Agency (EPA) have been working for many years to clear this site of various contaminants. The alignment for the proposed force main crosses an area with observed levels of TNT in the soil/groundwater. Specific criteria are included in the construction documents to limit impacts to workers and the environment with this effort. Sequencing of the construction is also being closely coordinated with the U.S. EPA and the U.S. Army Corps of Engineers to align with their continued remediation efforts.

HRSD construction-related efforts have resulted in a recent sanitary sewer overflow in Chesapeake. Both the HRSD sewer system and the City of Chesapeake sewer system were impacted, resulting in spills over the Christmas holiday. It appears that an inflatable plug used to isolate a section of pipe (to be replaced) accidentally become dislodged and impacted a section of downstream pipe. This impact caused sewer overflows in both the HRSD and City of Chesapeake systems. Crews from HRSD, City of Chesapeake and the contractor worked diligently over the holidays to remove the plug and make needed restoration efforts. Coordination with several external groups was conducted to keep the public informed of the status of the spill and impacts to the area.



Financial Stewardship

Capital Improvement Program (CIP) spending for the fifth month of FY 2024 was below the planned spending target.

CIP Spending (\$M):

	Current Period	FYTD
Actual	41.66	225.91
Plan	49.20	234.00

A recent study conducted by an international consulting firm considered 1800 projects in 106 countries. The study found that the top reasons for construction claims and disputes on capital projects include:

1. Changes in scope.
2. Incorrect design.
3. Deficiencies in workmanship.
4. Unforeseen physical conditions.
5. Incomplete design.

When these types of issues arise on projects, it often results in delays, finger pointing and strained relationships. The Engineering Department works diligently with our consultants and contractors to address these types of issues in an open and fair environment. We work to resolve claims so that they do not result in litigation. A proactive approach we use to address these issues is the concept of Partnering. Partnering brings the various team members together to discuss areas of concern and plan for the potential of future problems. Working proactively has been an effective method to limit claims and disputes by addressing problems and project risks before they become contentious.



Talent

Recruitment remains a challenge and finding qualified candidates is a significant time commitment. The Engineering Department had two open positions for the past six months. We plan to attend job fairs at local colleges in the coming months to assist with the recruiting effort. We have recently worked with JPIXX to create a video to be used for recruiting purposes and to share knowledge with others about the role the Engineering Department plays at HRSD.

During the COVID-19 pandemic, the Engineering Department sent the entire staff (50 employees) home for approximately 18 months. There were a few challenges initially, but we were able to continue to meet the goals of the organization in this remote work environment. Once the virus had subsided, we allowed employees to return to work. We also allowed staff to work in one of three modes: return to office, hybrid, or work from home. Today the split of working locations is:

- 30% in the office full-time
- 20% at home full-time
- 50% hybrid (part time home/office)

This flexibility has been very popular with staff, and based on our past experiences we continue to get good productivity from the entire group. This flexibility has also been very advantageous as we recruit new staff members to the Engineering Department.



Community Engagement

One of the significant capital improvement projects under design is the Atlantic Treatment Plant (ATP) Odor and Solids Improvements project. The preliminary engineering effort is underway, and we are in the process of hiring a contractor to assist with construction management. Part of the reason for this project is to address recent concerns with odors. A significant public information and engagement effort is underway, but we are still receiving numerous complaints from neighbors concerned with odors. In addition to our information/outreach efforts, we are exploring an option to provide a Public Involvement Program. This program is still under development, but the hope is that if we can engage a group of citizens in the project, we can gain support, share information, and find advocates within the community. There are several interested groups already involved with this project, so we hope to find potential candidates for the Public Involvement Program from these interested parties.

HRSD continues to explore future uses for the existing Chesapeake-Elizabeth Treatment Plant (CETP) site. We have had recent discussions with the U.S. Navy and the City of Virginia Beach to repurpose a portion of the site for an enclosed firing range. This range would be very beneficial to both organizations and would allow for training and closer coordination between the two organizations. A recent meeting provided a path forward to transfer the property and begin the design needed to build this facility. This effort could take a few years to complete due to the various approvals and steps necessary to address the property transfer and facility design/construction.



Innovation

Rehabilitation of a section of large diameter yard piping at the York River Treatment Plant (YRTP) was expected to be quite complex. Several options were explored, and the option finally selected was the use of a carbon fiber reinforced polymer (CRFP). This was HRSD's first application of this material as a pipe repair alternative. The installation was recently completed ahead of schedule with very few issues. This quick repair effort was very beneficial since we were bypassing this section of pipe with a temporary pumping system. A final inspection of the work has been completed and we plan to monitor the longevity of this product for potential future uses at other locations.

HRSD staff are working with the University of Colorado as a Utility Collaborator for a research effort funded by the U.S. EPA and the Water Research Foundation. The research is focused on implementing water reuse and more specifically, on identifying barriers/enablers. The Research Team toured the Sustainable Water Initiative For Tomorrow (SWIFT) Research Center (RC), James River Advanced Nutrient Removal Improvements (ANRI)/SWIFT project and the Nansemond ANRI project sites. Conversations focused on public acceptance, communications, outreach, and financial resources. Discussions will continue with this Research Team as they continue their work.

Bruce W. Husselbee

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

TO: General Manager
FROM: Director of Finance
SUBJECT: Monthly Report for December 2023
DATE: January 16, 2024



Financial Stewardship

HRSD received notice of the award of additional American Rescue Plan Act (ARPA) funding for the James River and Nansemond Treatment Plant nutrient reduction improvement projects. The additional funding in the amount of \$36,238,066 brought the total ARPA funding award for these two projects to \$67,818,066. Staff continue to work with Department of Environmental Quality (DEQ) to construct grant agreements for both ARPA and Water Quality Improvement Fund (WQIF) awards.

With half the fiscal year now complete, operating revenues appear to be tracking revenue projections as expected. Billed consumption to date is consistent with budgetary expectations. Interest income is significantly higher than initial budget estimates largely due to elevated interest rates for the year. Operating and debt service costs are in-line with budget estimates for this time of the year as well.

Accounts Receivable continued an upward trend during the month of December 2023, primarily in the past due accounts over 90 days. Increased past due balances are typical during the holiday season, however with the ending of the Low-Income Household Water Assistance Program (LIHWAP) staff anticipate more increases in the coming months.

Since mid-November 2022, HRSD has been working with the Virginia Department of Social Services to distribute Virginia LIHWAP funding. To date, a total of approximately \$7.8 million was applied to over 16,000 low-income qualified HRSD and HRUBS customer accounts for water, sewer and wastewater charges. HRSD coordinated and accepted LIHWAP payments on behalf of Hampton Roads Utility Billing Services (HRUBS) partner localities. The final HRSD HRUBS collection totals are as follows:

	HRSD	City/County	Total LIHWAP
Norfolk	\$ 1,107,255.07	\$ 2,524,497.87	\$ 3,631,752.94
Newport News	\$ 1,175,841.50		\$ 1,175,841.50
Suffolk	\$ 282,911.83	\$ 745,508.02	\$ 1,028,419.85
Chesapeake	\$ 343,319.86	\$ 494,126.86	\$ 837,446.72
Virginia Beach	\$ 491,997.36		\$ 491,997.36
Portsmouth	\$ 446,061.83		\$ 446,061.83
James City	\$ 39,553.43	\$ 50,473.02	\$ 90,026.45
Smithfield	\$ 8,743.81	\$ 12,408.35	\$ 21,152.16
Isle of Wight	\$ 10,906.99		\$ 10,906.99
King William	\$ 8,390.66	\$ 1,794.73	\$ 10,185.39
Windsor	\$ 7,846.30		\$ 7,846.30
Urbanna	\$ 4,032.53	\$ 1,706.41	\$ 5,738.94
Aqua	\$ 5,287.28		\$ 5,287.28
Surry County	\$ 2,855.52	\$ 1,542.63	\$ 4,398.15
Gloucester	\$ 3,286.11		\$ 3,286.11
Town of Surry	\$ 2,051.09	\$ 159.62	\$ 2,210.71
Mathews County	\$ 1,276.13		\$ 1,276.13
Williamsburg	\$ 541.53		\$ 541.53
York County	\$ 372.26		\$ 372.26
Hampton	\$ 15.23		\$ 15.23
	\$ 3,942,546.32	\$ 159.62	\$ 7,774,763.83

Various federal and state representatives across the country along with numerous advocacy groups are actively lobbying for the continuance of LIHWAP. However, no specific federal water assistance funding has been earmarked at this time. Staff continues to participate in water affordability programs, advisory boards, and committees to continue spreading awareness and providing testimony of the valuable assistance our customers have received.



Community Engagement

This month in cooperation with the Communications Department, staff published its first ever Consumer Annual Report. Staff submitted the report to the Government Finance Officers Association (GFOA) Popular Annual Financial Report (PAFR) awards program for consideration.

A. Interim Financial Report

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

	Amended Budget	Current YTD	Current YTD as % of Budget (50% Budget to Date)	Prior YTD as % of Prior Year Budget
Operating Revenues				
Wastewater	\$ 405,832,000	\$ 207,392,368	51%	52%
Surcharge	1,600,000	705,437	44%	46%
Indirect Discharge	4,400,000	2,261,987	51%	68%
Fees	2,894,000	1,827,108	63%	59%
Municipal Assistance	800,000	626,527	78%	36%
Miscellaneous	1,295,000	1,293,668	100%	45%
Total Operating Revenue	416,821,000	214,107,095	51%	52%
Non Operating Revenues				
Facility Charge	6,095,000	3,314,745	54%	52%
Interest Income	3,000,000	7,183,424	239%	106%
Build America Bond Subsidy	1,954,000	995,531	51%	51%
Other	620,000	136,067	22%	128%
Total Non Operating Revenue	11,669,000	11,629,767	100%	62%
Total Revenues	428,490,000	225,736,862	53%	52%
Transfers from Reserves	17,120,789	8,560,395	50%	50%
Total Revenues and Transfers	\$ 445,610,789	\$ 234,297,257	53%	52%
Operating Expenses				
Personal Services	\$ 70,450,193	\$ 35,036,892	50%	53%
Fringe Benefits	28,487,963	13,805,109	48%	44%
Materials & Supplies	16,073,465	5,547,475	35%	43%
Transportation	2,003,573	837,293	42%	42%
Utilities	16,843,498	7,748,526	46%	48%
Chemical Purchases	17,688,997	7,318,361	41%	45%
Contractual Services	53,541,285	18,056,847	34%	34%
Major Repairs	13,696,912	2,991,905	22%	32%
Capital Assets	1,258,970	185,567	15%	16%
Miscellaneous Expense	3,938,563	1,502,613	38%	39%
Total Operating Expenses	223,983,419	93,030,588	42%	43%
Debt Service and Transfers				
Debt Service	76,150,000	46,673,983	61%	59%
Transfer to CIP	145,217,370	72,608,685	50%	50%
Transfer to Risk management	260,000	130,002	50%	50%
Total Debt Service and Transfers	221,627,370	119,412,670	54%	53%
Total Expenses and Transfers	\$ 445,610,789	\$ 212,443,258	48%	48%

2. Notes to Interim Financial Report

The Interim Financial Report summarizes the results of HRSD's operations on a basis of accounting that differs from generally accepted accounting principles. **Revenues are recorded on an accrual basis, whereby they are recognized when billed**, 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 Project (CIP).

Transfers represent certain budgetary policy designations as follows:

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

3. Reserves and Capital Resources (Cash and Investments Activity) for the Period Ended December 31, 2023.

HRSD - RESERVE AND CAPITAL ACTIVITY

December 31, 2023

	General Reserve				Capital	
	General	CARES - ARPA	Debt Service	Risk Mgmt Reserve	Paygo	Debt Proceeds
	Unrestricted	Restricted	Restricted	Unrestricted	Unrestricted	Restricted
Beginning - July 1, 2023	\$ 203,718,301	\$ 4,406	\$ 33,830,226	\$ 4,539,551	\$ 3,115,384	\$ -
Current Year Sources of Funds						
Current Receipts	228,926,381					
Line of Credit						31,420,145
VRA Draws						37,593,171
WIFIA Draws						147,019,555
Transfers In				130,002	72,608,685	
Sources of Funds	228,926,381	-	-	130,002	72,608,685	216,032,871
Total Funds Available	\$ 432,644,682	\$ 4,406	\$ 33,830,226	\$ 4,669,553	\$ 75,724,069	\$ 216,032,871
Current Year Uses of Funds						
Cash Disbursements	147,470,183				52,410,330	216,032,871
CARES Transfer Out		4,406				
Transfers Out	72,738,687					
Uses of Funds	220,208,870	4,406	-	-	52,410,330	216,032,871
End of Period - October 31, 2023	\$ 212,435,812	\$ -	\$ 33,830,226	\$ 4,669,553	\$ 23,313,739	\$ -
Unrestricted Funds	\$ 240,419,104					

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

HRSD - PROJECT ANALYSIS

December 31, 2023

Classification/ Treatment Service Area	Appropriated Funds	Expenditures prior to 7/1/2023	Expenditures Year to Date FY2024	Total Project Expenditures	Encumbrances	Available Funds
Administration	71,284,950	25,407,455	2,701,852	28,109,307	4,306,959	38,868,684
Army Base	163,448,800	125,866,880	189,010	126,055,890	458,889	36,934,021
Atlantic	237,858,729	81,471,915	5,102,607	86,574,522	18,825,833	132,458,374
Boat Harbor	508,039,124	75,596,057	57,202,699	132,798,756	296,553,196	78,687,172
Ches-Eliz	87,134,516	34,995,850	353,674	35,349,524	1,494,112	50,290,880
Eastern Shore	63,122,892	26,927,768	10,508,182	37,435,950	6,455,770	19,231,172
James River	362,171,624	104,382,910	42,945,830	147,328,740	188,286,726	26,556,158
Middle Peninsula	98,206,116	23,493,172	3,767,962	27,261,134	6,900,407	64,044,575
Nansemond	482,462,276	83,702,138	53,024,139	136,726,277	267,832,234	77,903,765
Surry	60,391,465	41,079,533	2,069,019	43,148,552	9,242,143	8,000,770
VIP	195,460,792	34,150,127	11,388,928	45,539,055	58,131,140	91,790,597
Williamsburg	69,707,119	21,441,839	251,710	21,693,549	179,257	47,834,313
York River	115,948,182	21,027,494	9,666,225	30,693,719	55,586,534	29,667,929
General	1,107,810,982	201,364,418	77,173,285	278,537,703	256,975,675	572,297,604
	3,623,047,567	900,907,556	276,345,122	1,177,252,678	1,171,228,875	1,274,566,014

5. Active Capital Grants

Active Capital Grants Activities						
Grant Name	Funder	Project	CIP#	Application Submitted	Amount Requested	HRSD Award Amount
American Rescue Plan Act	VDEQ	Eastern Shore Infrastructure Improvements - Transmission Force Main Phase II (Accomac Sewer Collection System)	ES010200	11/28/2022	\$ 8,367,000	\$ 4,183,500
American Rescue Plan Act	VDEQ	James River Treatment Plant Advanced Nutrient Reduction Improvements	JR013400	10/7/2022	\$ 50,000,000	\$ 36,124,859
American Rescue Plan Act	VDEQ	Nansemond Treatment Plant Advanced Nutrient Reduction Improvements Phase II	NP013820	10/7/2022	\$ 50,000,000	\$ 31,693,207
FY2024 Congressionally Directed Funding Warner-Kaine	CDF FY24	Eastern Shore Wastewater Improvements	ES010100	3/9/2023	\$ 9,677,112	\$ -
Water Quality Improvement Fund, Conveyance	VDEQ	Chesapeake-Elizabeth Treatment Plant Conveyance	Multiple	2/7/2023	\$ 100,647,746	\$ -
Water Quality Improvement Fund, Conveyance	VDEQ	Eastern Shore TFM Phase 1	ES010100	5/2/2022	\$ 4,900,000	\$ -
Water Quality Improvement Fund, Nutrient Reduction	VDEQ	James River SWIFT - Advanced Nutrient Reduction Improvements	JR013400	3/23/2023	\$ 344,741,547	\$ -
					\$ 568,333,405	\$ 72,001,566

6. Debt Management Overview

HRSD - Debt Outstanding (\$000's)					December 31, 2023	
	Principal			Principal	Interest	
	Nov 2023	Principal Payments	Principal Draws	Dec 2023	Interest Payments	
Fixed Rate						
Senior	146,861	-	-	146,861	-	
Subordinate	905,682	(1,529)	19,071	923,224	(251)	
Variable Rate						
Subordinate	50,000	-	-	50,000	(143)	
Line of Credit	100,000		-	100,000	(411)	
Total	\$ 1,202,543	\$ (1,529)	\$ 19,071	\$ 1,220,085	\$ (805)	

HRSD- Series 2016VR Bond Analysis				December 29, 2023
	SIFMA Index	HRSD	Spread to SIFMA	
Maximum	4.71%	4.95%	0.24%	
Average	1.05%	0.77%	-0.28%	
Minimum	0.01%	0.01%	0.00%	
As of 12/29/23	3.87%	3.85%	-0.02%	

* Since October 20, 2011 HRSD has averaged 77 basis points on Variable Rate Debt

Subsidised Debt Activity						
Source	Funder	Loan Amount	Current Drawn Total	% Remain	Initial Draw Date - Projected	
WIFIA Tranche 1	EPA	\$ 225,865,648	\$ 153,458,455	32%	Ongoing	
WIFIA Tranche 2	EPA	\$ 476,581,587	\$ 121,545,600	74%	Ongoing	
WIFIA Tranche 3	EPA	\$ 346,069,223	\$ -	100%	July 2025	
Clean Water Program 2022	DEQ	\$ 100,000,000	\$ 75,709,350	24%	Ongoing	
Clean Water Program 2024	DEQ	\$ 80,000,000	\$ -	100%	March 2024	

7. Financial Performance Metrics for the Period Ended December 31, 2023.

HRSD - UNRESTRICTED CASH

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

		Days Cash on Hand	Adjusted Days Cash on Hand
Total Unrestricted Cash	\$ 240,419,104		392
Risk Management Reserve	\$ (4,669,553)	(8)	384
Capital (PAYGO only)	\$ (23,313,739)	(38)	346
Adjusted Days Cash on Hand	\$ 212,435,813		346

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 December 31, 2023

Primary Source	Beginning	YTD	YTD	YTD	Ending	Allocation of	Credit Quality	Current
	Market Value				Market Value			
	July 1, 2023	Contributions	Withdrawals	Income Earned	December 31, 2023	Funds		Yield
BOA Corp Disbursement Account	30,761,730	454,629,093	461,428,365	510,136	24,472,594	12.3%	N/A	0.55%
VIP Stable NAV Liquidity Pool	129,511,237	60,000,000	20,000,000	4,480,250	173,991,487	87.7%	AAAm	5.56%
Total Primary Source	\$ 160,272,967	\$ 514,629,093	\$ 481,428,365	\$ 4,990,386	\$ 198,464,081	100.0%		

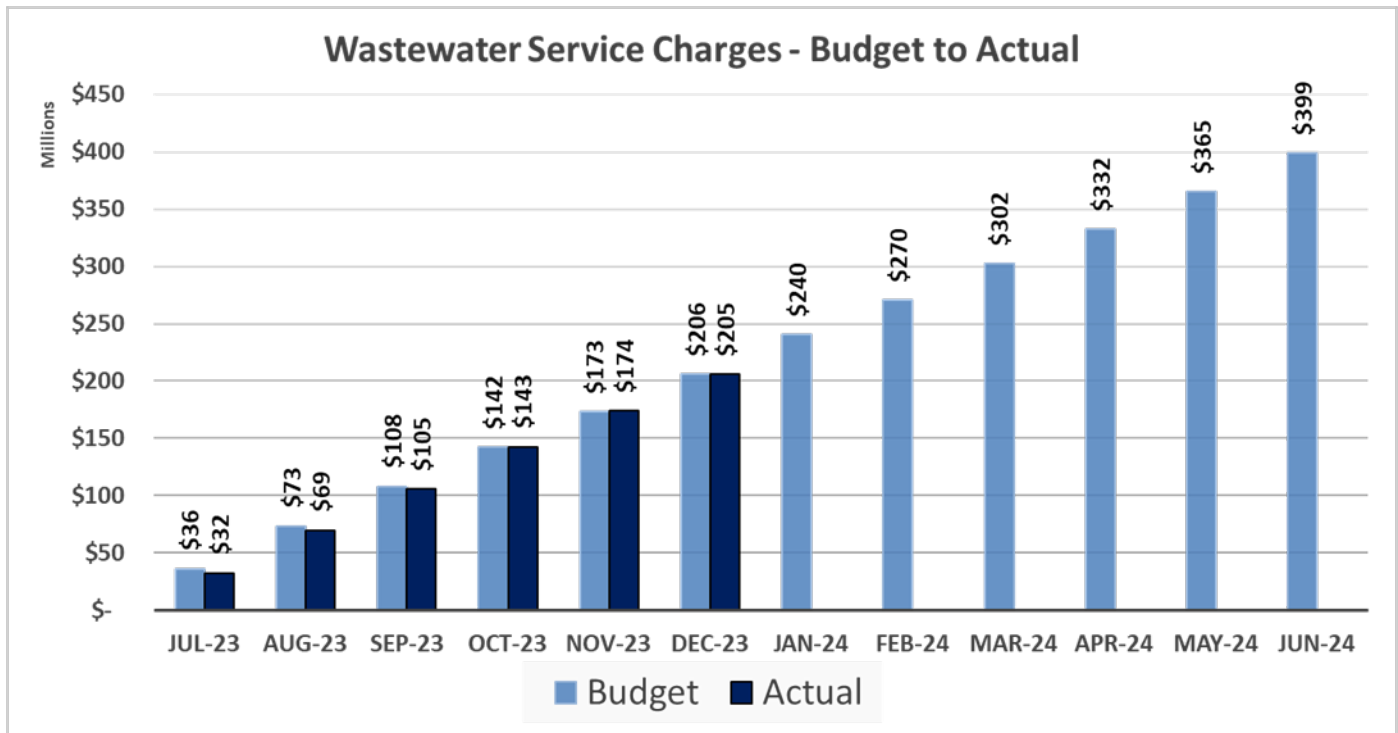
VIP Stable NAV Liquidity Pool performed 0.01% above Va Local Government Investment Pool's (the market benchmark) in the month of December 2023.

Secondary Source	Beginning	YTD	YTD	YTD	Ending	LTD	Yield to	
	Market Value				Market Value			Maturity
	July 1, 2023	Contributions	Withdrawals	& Realized G/L	December 31, 2023	Mkt Adj	at Market	
VIP 1-3 Year High Quality Bond Fund	63,074,075	-	6,365	1,094,913	65,142,860	65,977,390	(834,530)	4.35%
Total Secondary Source	\$ 63,074,075	\$ -	\$ 6,365	\$ 1,094,913	\$ 65,142,860	\$ 65,977,390	\$ (834,530)	

VIP 1-3 Year High Quality Bond Fund performed 0.04% below ICE BofA ML 1-3 yr AAA-AA Corp/Gov Index (the market benchmark) in December 2023.

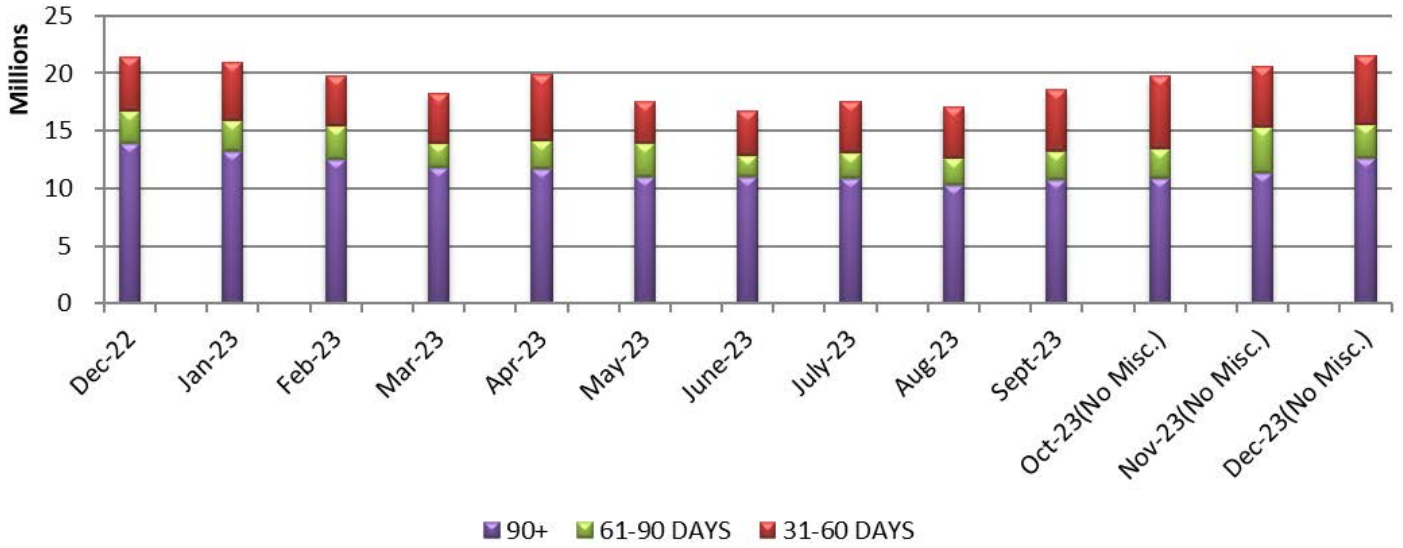
	Total	Fund Alloc
Total Primary Source	\$ 198,464,081	75.3%
Total Secondary Source	\$ 65,142,860	24.7%
TOTAL SOURCES	\$ 263,606,941	100.0%

8. Summary of Billed Consumption



Month	FY2024 Cumulative Budget Estimate	FY2024 Cumulative Actual	% Difference		% Difference		% Difference
			From Budget	Cumulative FY2023 Actual	From FY2023	Cumulative 3 Year Average	From 3 Year Average
July	4,678	4,504	-3.7%	4,682	-3.8%	4,803	-6.2%
Aug	9,644	9,432	-2.2%	9,652	-2.3%	9,543	-1.2%
Sept	14,196	13,965	-1.6%	14,208	-1.7%	14,297	-2.3%
Oct	18,663	18,854	1.0%	18,680	0.9%	18,863	0.0%
Nov	22,756	23,004	1.1%	22,777	1.0%	22,307	3.1%
Dec	27,109	27,127	0.1%	27,133	0.0%	27,430	-1.1%
Jan	31,641	-	N/A	31,669	N/A	32,004	N/A
Feb	35,568	-	N/A	35,601	N/A	35,952	N/A
March	39,770	-	N/A	39,807	N/A	40,351	N/A
Apr	43,694	-	N/A	43,735	N/A	44,473	N/A
May	48,027	-	N/A	48,072	N/A	48,548	N/A
June	52,500	-	N/A	52,549	N/A	53,329	N/A

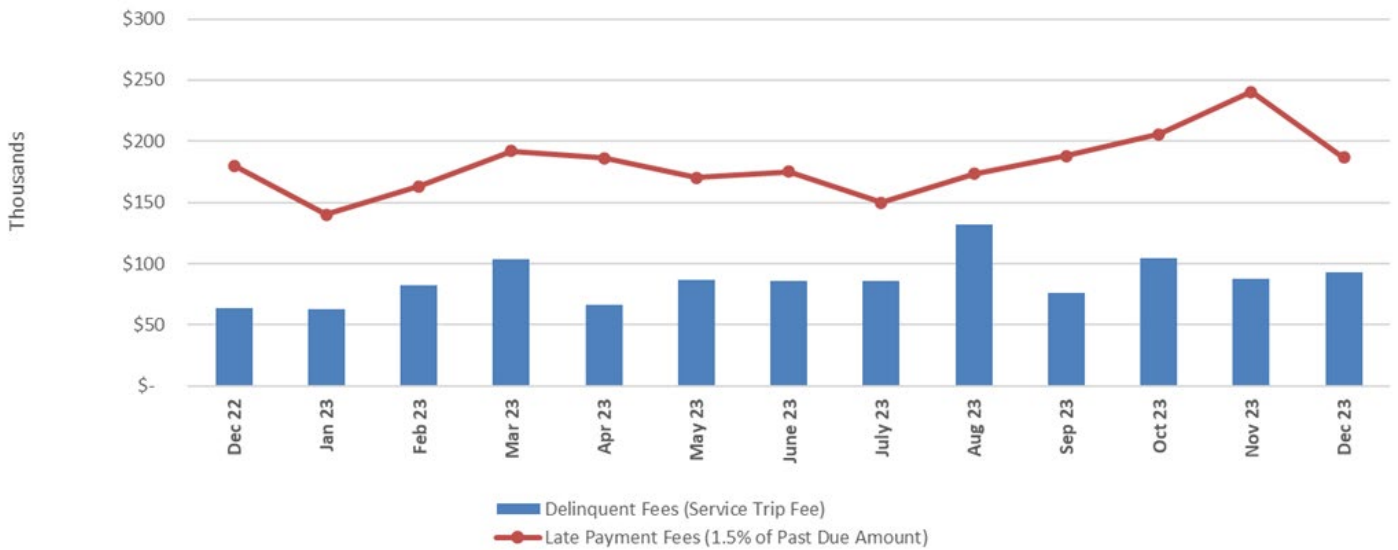
HRSD Accounts Receivable Aging +30 Days



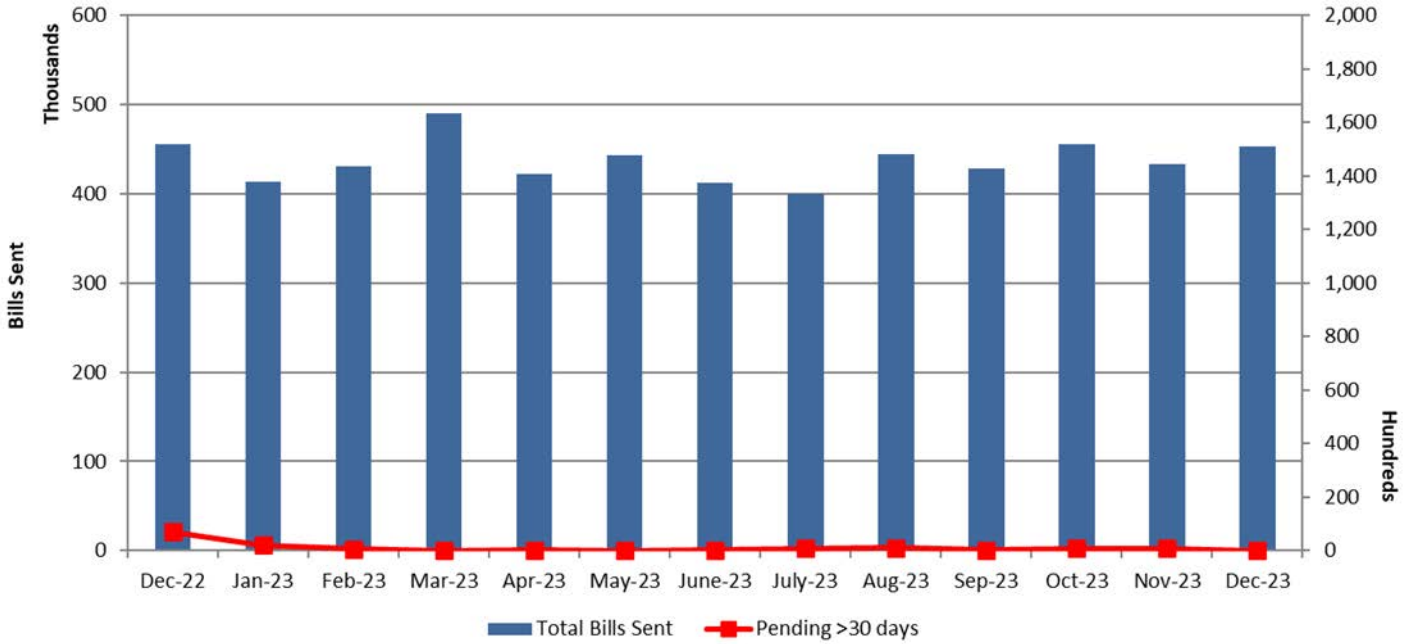
B. Customer Care Center

1. Accounts Receivable Overview

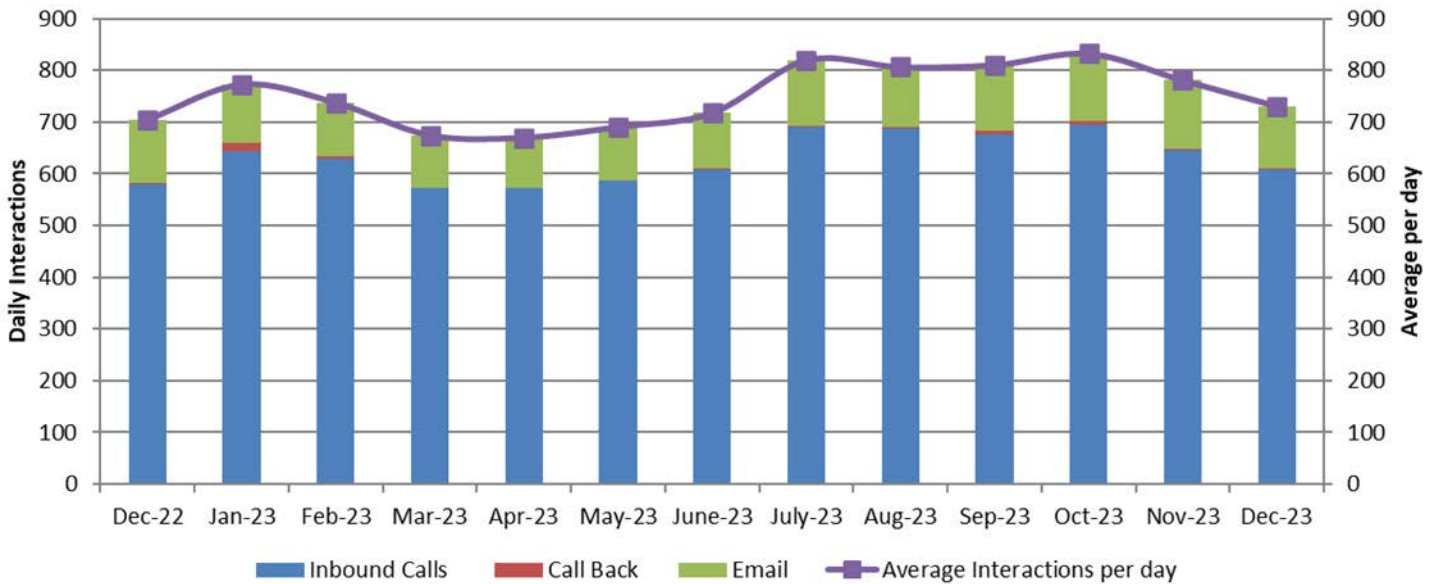
Delinquent & Late Payment Fees



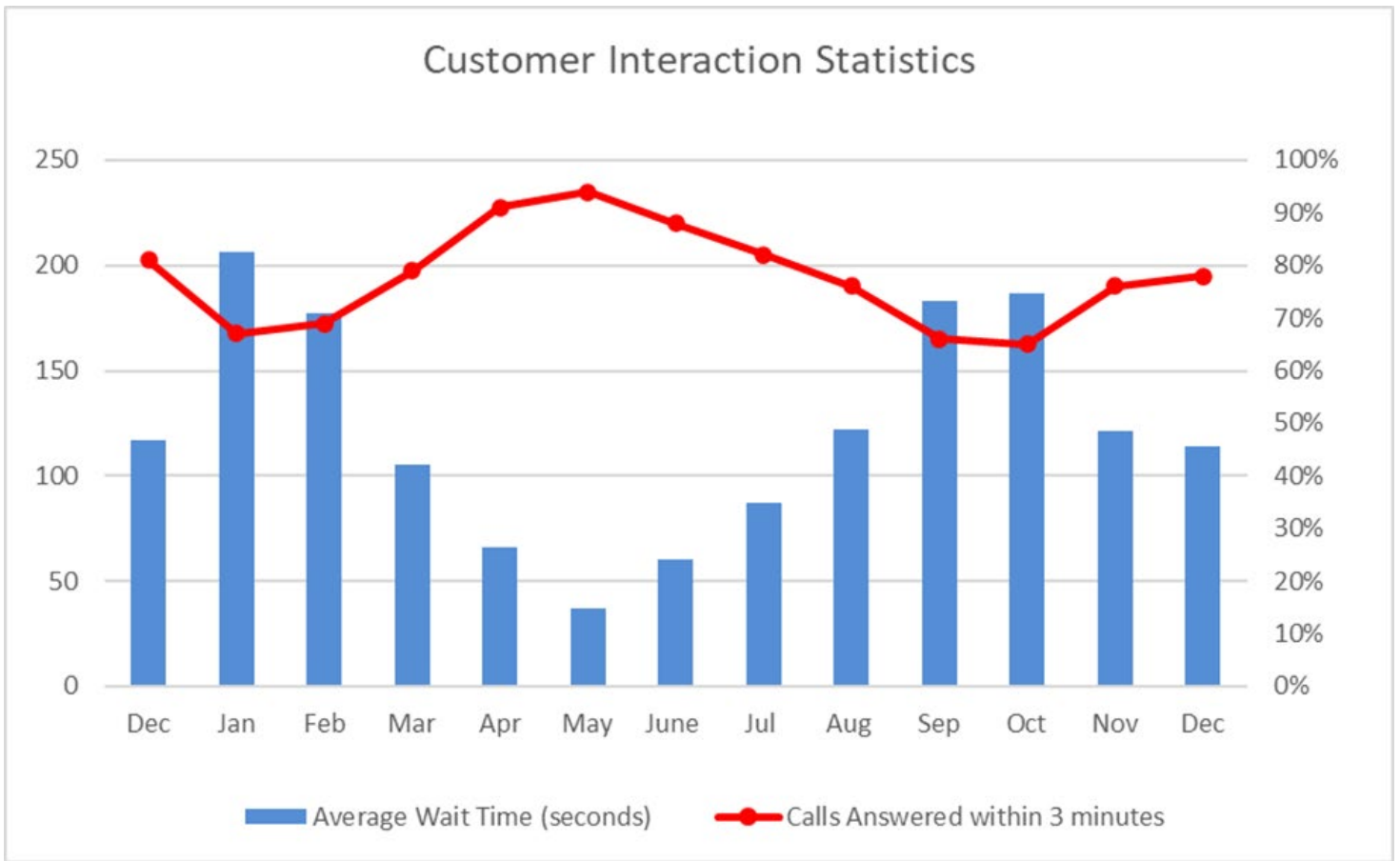
Billing Summary



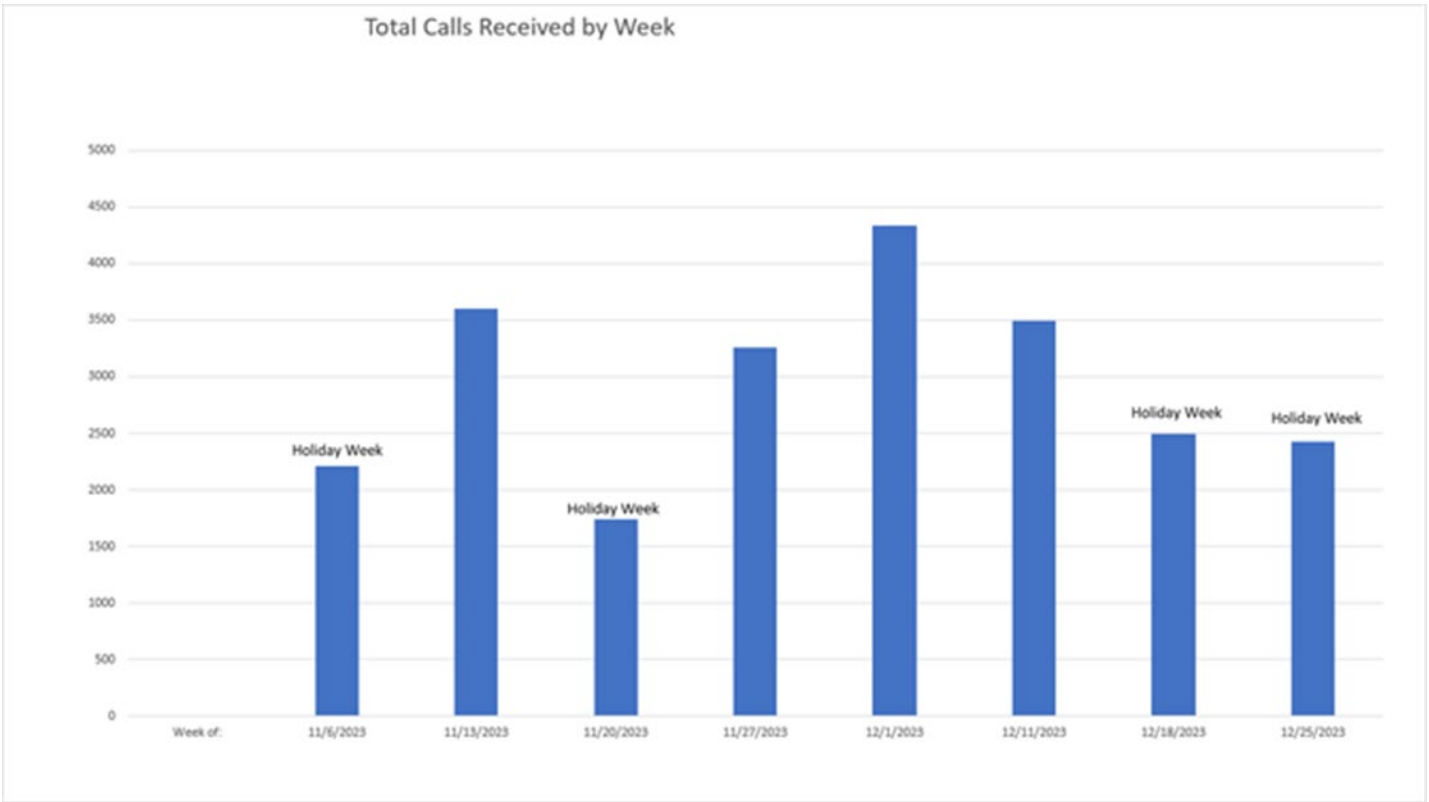
Call Center Interactions (per day)



2. Customer Care Center Statistics



Customer Interaction Statistics	Dec	Jan	Feb	Mar	Apr	May	June	Jul	Aug	Sep	Oct	Nov	Dec
Calls Answered within 3 minutes	81%	67%	69%	79%	91%	94%	88%	82%	76%	66%	65%	76%	78%
Average Wait Time (seconds)	117	206	177	105	66	37	60	87	122	183	187	121	114
Calls Abandoned	8%	12%	11%	7%	5%	4%	5%	7%	8%	11%	12%	10%	9%



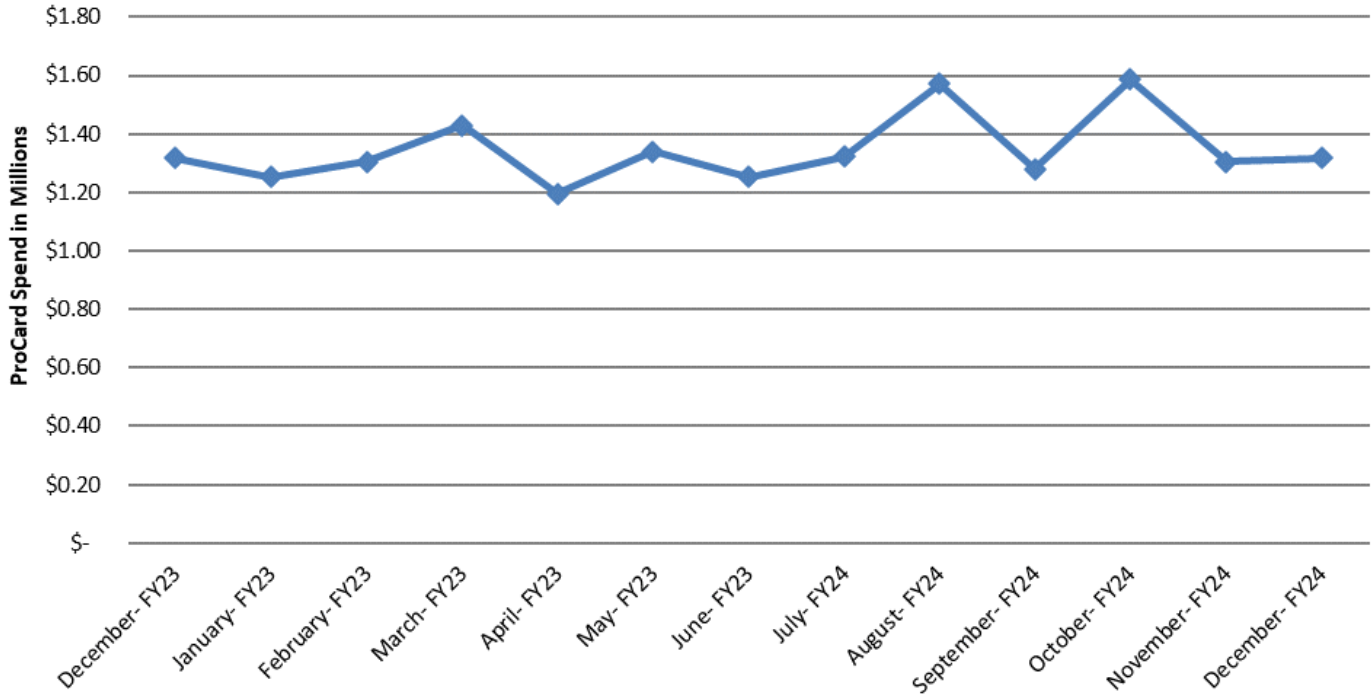
C. Procurement Statistics

Savings	Current Period	FYTD
Competitive Savings ¹	\$29,112	\$361,147
Negotiated Savings ²	\$754	\$19,732
Salvage Revenues	\$0	\$124,512
Corporate VISA Card - Estimated Rebate	\$19,628	\$124,888

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.

ProCard Spend FY24



Respectfully,

Steven G. de Mik

Steven G. de Mik
Deputy General Manager/Chief Financial Officer

TO: General Manager
FROM: Director of Information Technology
SUBJECT: Information Technology Department Report for December 2023
DATE: January 9, 2024



Innovation

Preparation for the upcoming Surface Pro rollout is progressing, with end user testing expanding to include a representative sample of computer users from across the organization. Once testing is complete and any necessary changes made, distribution of the Surface Pros will begin (currently scheduled for February 2024).

Staff are working with the Finance Department to accommodate end-of-year/new year changes necessary to comply with federal and state tax codes as well as retirement system updates. These changes will be transparent to users.

The IT Help Desk processed 249 work orders and requests for assistance in December, ensuring availability of computing resources to those working locally and remotely.

The computerized maintenance management system software was successfully upgraded, as were several of the database and application servers for other testing, development, and production platforms.

Configuration and testing of the new call center platform are nearing completion. Once platform testing is successfully completed, a go-live date will be established.

Numerous enhancements are being made to further strengthen identity and access management in response to the ever-increasing number of cybersecurity threats in the wild.

Preparations are underway for the FY-2025 operating budget.



Community Engagement

The first working session for the development and implementation of a Customer Engagement Portal is scheduled for early next month. The portal will provide customers with online access to their account, HRSD related information, and relevant topics of interest for the communities we serve.

Respectfully,

Don Corrado

TO: General Manager
FROM: Director of Operations
SUBJECT: Operations Monthly Report for December 2023
DATE: January 10, 2024



Environmental Responsibility

Treatment and Interceptor System Reportable Items:

There were multiple events reported this month. Additional details are available in the Air and Effluent Summary in the Water Quality (WQ) monthly report.

Internal Air and Odor Compliance:

1. A multitude of construction and maintenance efforts are in progress at the Atlantic Treatment Plant (ATP) to address odor concerns, as follows:
 - a. Plant staff continue to work to reduce off-site odors from various sources. The plant received a total of seven odor complaints for the month, however only four were relevant complaints as the other three were non-HRSD related odor complaints.
 - b. Staff from multiple divisions are addressing meter issues related to the Odor Control System (OCS) D. Meters are currently not used as they can allow for bleed through of Hydrogen Sulfides (H₂S) in the exhaust. Additional controls on the programming side will allow for H₂S exhaust to stay around 0.0 ppm along with chemical savings. Testing this will take place once the new sensors are received.
2. There were six odor scrubber system H₂S exceptions and seven odor complaints this month. Additional details are available in the Air and Effluent Summary in the WQ monthly report.

Air Compliance Summary:

The Total Hydrocarbon (THC) monthly averages (not to exceed 100 ppm) were met by all Multiple Hearth Incineration (MHI) plants: Army Base Treatment Plant (ABTP), Boat Harbor Treatment Plant (BHTP), Virginia Initiative Plant (VIP), and Williamsburg Treatment Plant (WTP), with a THC continuous emissions monitoring valid data captured of greater than 3%. The MHIs had zero deviations at BHTP and VIP from the required Clean Water Act section 129 Sewage Sludge Incineration rule minimum operating parameters.

Additional Topics for Compliance:

1. On December 17 and 18, the Army Base, Boat Harbor and Nansemond (ABN) plants experienced high flows, resulting in high Total Suspended Solids (TSS) in the final effluent. With focused efforts, the three plants were able to recover quickly. Central Environmental Lab (CEL) staff analyzed additional samples for all three plants into the holiday weekend.
2. The total volume of SWIFT recharge into the Potomac aquifer for December was 3.79 million gallons (MG) (13.2% Recharge Time based on 650gpm).

3. December 2023 was the second wettest December on record. Although there were several spills due to the December 17 rain event, Eastern Shore and Middle Peninsula staff worked proactively and prevented multiple other potential spills.
4. Staff successfully completed cutover testing for the new Ovation Supervisory Control and Data Acquisition (SCADA) System at Kennington Drive, Triton Court, Claremont, and Chesapeake Boulevard Pump Stations (PSs). These sites are now active on the new Ovation SCADA systems.
5. The Sunset Bay Wastewater Treatment Plant on Chincoteague Island was officially transferred to HRSD on December 18, 2023. Environmental Services Systems (ESS) will continue to contract operate this plant. HRSD is working with ESS and Accomack County to arrange for future pump and haul activities once peak summer flows return and the plant outfall reaches its permitted limit.
6. Staff managed the conveyance and treatment of over 145 MG of wastewater this month.



Financial Stewardship

1. The Projects team continues to deliver quality maintenance projects with significant cost and time savings to HRSD. Most recently, our Procurement Division advertised a maintenance project and received a low bid of \$258k. We estimate that this effort can be executed by the Projects team for a cost of \$67k (includes labor, equipment, and material).
2. The Carpentry Shop completed 15 work orders this month. Work included repairs to building 1460 entrance doors that were not locking and repairs to drywall damage in the VIP conference rooms. Eastern Shore PS door locks were replaced to match the ones at the North Shore (NS) and South Shore (SS) PS. All work orders completed with internal staff have significant cost savings to HRSD.
3. The Machine Shop had 17 projects this month with two projects being pump rebuilds from NS and SS Operation centers. Additionally, three check valves were repaired. One of the check valves was a total rebuild, while the others had old parts manufactured to render it operational.



Talent

1. The Pipeline Committee extended two offers for positions with NS Interceptor Operations and Mr. Jonathan Baacke was promoted from a heavy equipment operator to an Interceptor Technician.
2. Staff participated in the interview panel and selection process for the new Chief of Electrical and Instrumentation (E&I), NS.
3. SS Interceptor Operations welcomed Mr. Israel Lopez (Interceptor Assistant) and promoted Mr. Matt Tribble from Interceptor System Supervisor to Chief Maintenance Management.
4. The Onancock Treatment Plant (ONTP) had a safety inspection with zero discrepancies. The plant also had zero discrepancies in 2022. There were 67 discrepancies on the first safety inspection conducted in 2021. Plant and E&I staff have dedicated countless hours to bring this plant up to HRSD standards over the past two years.



Community Engagement

1. On December 19, staff met with the Virginia Living Museum board members and helped provide a tour of the SWIFT Research Center (RC). This engagement is a continuation of our efforts to partner with the museum to help educate the public and further HRSD's strategic plan on community outreach.
2. Surry County is evaluating a major data hub and liquid hydrogen process facility in the vicinity of the Dominion Transmission FM and PS project. Staff are working with the County and design-build team to identify possible solutions to incorporate future flows from the new facility to the new FM.
3. Staff organized a tour of the NASA Wallops Flight Facility Treatment Plant and the Wallops Island Launch Facility. Accomack County had requested that HRSD coordinate with NASA on development opportunities along a five-mile pipeline between the launch facility and NASA's wastewater treatment plant. Several large commercial space companies are building large rocket assembly and manufacturing facilities along the existing pipeline, but NASA has been unable to allow private industry to tie into their facilities. Between NASA, the Virginia Space Port, and HRSD, there seems to be a lot of opportunity to transfer some of the NASA infrastructure to HRSD to allow wastewater service to expand in this rapidly developing space port.



Innovation

1. The VIP Biological Nutrient Removal (BNR) Pilot Facility is now completely nitrifying at a Dissolved Oxygen (DO) concentration of 0.2 mg/L and at a relatively aggressive aerobic solids residence time. In addition, Biological Phosphorus removal (bioP) is performing quite effectively, completely contrary to conventional guidance. Low DO BNR is being studied in detail both at the VIP BNR Pilot Facility, focusing on mechanisms, kinetics, and in practical operational issues like settling performance. We are also studying low DO BNR at several HRSD full-scale plants, focusing on practical issues through ammonia-based aeration and AvN control. Low DO BNR is the critical path towards implementing more effective mainstream shortcut nitrogen removal, and it appears to be a significant benefit for bioP.
2. The contractor delivered the new skid steer and windrow turner to ATP. This new equipment will be used to cure biosolids. The plant and Technical Services Division (TSD) will work closely together to conduct a study as to the feasibility to cure all ATP biosolids, creating drier and less odorous Class A biosolids, which will be more marketable for future outlets.
3. Staff, SCD's Treatment Process Engineer (TPE), and our Membrane Manufacturer (Beolia) made programming changes to the membrane system permeate pump system. These changes will reduce wear on membrane equipment and extend the life of our membranes.

Respectfully submitted,

Eddie M. Abisaab, PE, PMP, ENV SP
Director of Operations

[Attachment: MOM Reporting](#)

MOM Reporting Numbers

MOM #	Measure Name	Measure Target	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
2.7	# of PS Annual PMs Performed (NS)	37	3	3	3	4	3	3						
2.7	# of PS Annual PMs Performed (SS)	53	4	0	7	5	7	3						
2.7	# of Backup Generator PMs Performed	4.6	12	7	14	14	10	4						
2.8	# of FM Air Release Valve PMs Performed (NS)	234	234	199	296	241	109	116						
2.8	# of FM Air Release Valve PMs Performed (SS)	1,550	154	174	59	569	71	148						
2.9	# of Linear Feet of Gravity Clean (NS)	2,417	2,808	2,762	3,791	4,969	5,741	4,074						
2.9	# of Linear Feet of Gravity Clean (SS)	2,417	5,994	5,637	7,169	1,610	0	0						
2.9	# of Linear Feet of Gravity CCTV Inspection	3,300	0	0	0	0	0	0						

TO: General Manager
FROM: Director of Talent Management
SUBJECT: Talent Management Monthly Report for December 2023
DATE: January 10, 2024



Talent

Staff retention and recruitment remain significant priorities for the Talent Management (TM) Department. Talent Management has one position currently in the recruitment process for a Workforce Development Specialist. We are fully staffed in all divisions, outside of this new position.

Human Resources (HR): HR staff and representatives from all departments continue working on the large compensation project with Mercer. Regular meetings with the core group, extended project group, and Senior Leadership continued throughout the month. The final two phases of the project are focused on the pay structure (pay table), job slotting (placement of jobs into the recommended structure) and a new job description template. HR staff meet weekly with the new benefit carriers to work on the transition and implementation of our benefits for an effective date of July 1, 2024.

Participation in HRSD's Wellness Program continues to grow. The Wellness Specialist conducted onsite visits, virtual lunch and learns, emailed informational flyers, and facilitated virtual guided meditation sessions.

Learning and Development (L&D): L&D hosted the HRSD Leadership Retreat and brought together all Division and Senior Leaders across the organization. This was the first event in several years and provided a platform to discuss current and future organizational initiatives. The two-day Leadership Retreat included collaborative action planning to tackle common issues faced by many departments and discussions on innovation strategies for future work. The overwhelming success of this Leadership Retreat has signaled the need for a similar annual event to continue to provide opportunities for leaders to work more cohesively to strategically align with the HRSD Strategic Plan. L&D has begun planning for the annual Leadership Retreat for 2024.

Safety: Staff conducted required safety trainings and medical monitoring. Weekly, monthly, and quarterly safety inspections, and testing and monitoring were performed at various work centers and construction sites. There were five reported work-related injuries requiring medical attention and one auto/property damage accident.



Community Engagement

Staff provided outreach at career events. This outreach was focused on the variety of career fields represented at HRSD. Information was shared about our open positions, the Apprenticeship Program, how we positively impact the local waterways and our generous benefits. Staff also explained how to apply for a position at HRSD and answered questions about what it's like to work at HRSD.

Respectfully submitted,

Dorissa Pitts-Paige

Director of Talent Management

TO: General Manager
FROM: Director of Water Quality (DWQ)
SUBJECT: Monthly Report for December 2023
DATE: January 10, 2024



Environmental Responsibility

1. HRSD's Regulatory Activities:
 - a. Monthly Discharge Monitoring Report (DMR) Summary and Items of Interest: [Effluent and Air Emissions Summary](#).
 - b. Department of Environmental Quality (DEQ) responded to HRSD's comments on the King William draft permit and provided an updated draft permit that was accepted by HRSD on December 6. The public comment period will be open until January 10, 2024.
2. Pretreatment and Pollution Prevention (P3) Program Highlights:

No civil penalties were issued by the P3 Division in December.
3. Environmental and Regulatory Advocacy
 - a. The Sustainability Environment Advocacy (SEA) Group reported the Boat Harbor staff performed monthly maintenance on the Trash Collector and approximately 10 pounds of trash was removed from the waterway adjacent to the facility.
 - b. Director participated in the following advocacy and external activities:
 - (1) A meeting of the Elizabeth River Project's Research Partners at the Ryan Resilience Lab to discuss collective research plans for 2024.
 - (2) The Sustainable Water Infrastructure Management meeting in Arlington, Virginia, to participate as both a keynote speaker and a panelist. The focus of the meeting was One Water management.
 - (3) The annual meeting of the Virginia Biosolids Council.
 - (4) The Virginia Association of Municipal Wastewater Agencies (VAMWA) quarterly board meeting and quarterly member meeting.
 - (5) The annual meeting of the Virginia Nutrient Credit Exchange Association.

- (6) A meeting of the Chesapeake Bay Program (CBP) Tracking Team, a coalition representing VAMWA, the Virginia Association of Municipal Stormwater Agencies (VAMSA), the Maryland Association of Municipal Wastewater Agencies (MAMWA) and the Metropolitan Council of Governments (MCOG). This team tracks key issues being considered by the CBP, particularly the Water Quality Goal Implementation Team, and provides input as needed to support practical implementation of the Bay restoration plan.
- (7) A meeting with the Virginia Institute of Marine Science (VIMS), the DEQ, the Virginia Department of Health Division of Shellfish Safety and HRSD's consulting partners at HDR to discuss the dilution modeling for a proposed expanded wastewater facility in Chincoteague.



Financial Stewardship

Staff supported the generation of high-quality data for use in permitting and environmental management decisions through our Municipal Assistance Program (MAP), which offers services to other municipal and regional authorities throughout the state. HRSD costs for this program are reimbursed by the customer. Below are program highlights for the month.

1. HRSD provided sampling and analytical services to the following to support monitoring required for their respective Virginia Permit Discharge Elimination System (VPDES) permits:
 - a. City of Franklin
 - b. Northumberland County
 - c. Westmoreland County
2. [MAP Billed Reimbursements](#) for service provided from October 1 to December 31, 2023.
3. [MAP Invoice Summary](#) for the fourth Quarter 2023 calendar year.



Talent

Director participated in the Crisis Communications Training to include supporting the development of both internal and external messaging as part of a crisis response plan.



Community Engagement

Staff supported Microbial Source Tracking (MST) investigations in partnership with Hampton Roads localities. This work is required as part of HRSD's Integrated Plan. Sampling and analytical services were provided for the localities and projects identified below:

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



Innovation

The Central Environmental Laboratory (CEL) completed implementation of analytical capabilities for Perfluorooctanoic Acid (PFOA) to be able to provide quick data turn around to the Sustainable Water Initiative For Tomorrow (SWIFT) group and coordinated with SWIFT staff to schedule sampling and analysis to begin in January.

Respectfully submitted,

Jamie Heisig-Mitchell

Director of Water Quality

EFFLUENT SUMMARY FOR DECEMBER 2023

PLANT	FLOW mgd	% of Design	BOD mg/l	TSS mg/l	FC #/UBI	ENTERO #/UBI	TP mg/l	TP CY Avg	TN mg/l	TN CY Avg	CONTACT TANK EX
ARMY BASE	11.03	61%	4	4.5	2	1	0.51	0.82	5.3	4.7	12
ATLANTIC	44.59	83%	13	16	1	1	NA	NA	NA	NA	15
BOAT HARBOR	12.21	49%	8	13	14	<1	1.2	0.66	15	21	6
CENT. MIDDLESEX	0.013	54%	<2	2.5	<1	<1	NA	NA	NA	NA	NA
JAMES RIVER	11.02	55%	7	7.9	4	1	1.8	0.51	10	9.8	11
KING WILLIAM	0.088	88%	<2	3.8	NA	<1	0.039	0.074	6.0	2.9	NA
NANSEMOND	16.75	56%	5	6.1	6	5	1.4	0.98	2.9	4.0	1
ONANCOCK	0.222	30%	<2	0.61	<1	<1	0.064	0.24	2.4	2.1	NA
URBANNA	0.050	50%	5	9.8	5	19	0.77	4.5	10	15	NA
VIP	29.37	73%	6	5.6	2	<1	0.50	0.42	5.0	3.8	6
WEST POINT	0.464	77%	26	11	1	2	2.7	3.3	17	18	0
WILLIAMSBURG	8.09	36%	6	4.4	8	3	0.81	0.89	3.5	3.0	14
YORK RIVER	11.78	79%	4	1.1	<1	<1	0.24	0.27	9.4	5.5	3
	<u>145.66</u>										

	% of Capacity
North Shore	52%
South Shore	72%
Small Communities*	49%

Tributaries	Tributary Summary					
	Annual Total Nitrogen			Annual Total Phosphorus		
	Discharged	Operational		Discharged	Operational	
	YTD	YTD	Projection CY23	YTD	YTD	Projection CY23
	%	Lbs	%	%	Lbs	%
James River	51%	1,793,000	51%	56%	169,785	54%
York River	75%	214,106	74%	69%	13,103	68%
Rappahannock	90%	NA	NA	97%	NA	NA

Permit Exceedances: Total Possible Exceedances, FY24 to Date: 4:28,264
Pounds of Pollutants Removed in FY24 to Date: 96,278,020
Pollutant Lbs Discharged/Permitted Discharge FY24 to Date: 15%

	Rainfall (inch)		
	North Shore (PHF)	South Shore (ORF)	Small Communities (FYJ)
Month	6.49"	6.43"	6.96"
Normal for Month	3.93"	3.51"	3.59"
Year to Date Total	48.31"	50.55"	41.44"
Normal for YTD	51.88"	49.44"	48.60"

AIR EMISSIONS SUMMARY FOR DECEMBER 2023

	No. of Permit Deviations below 129 SSI Rule Minimum Operating Parameters								Part 503e Limits		
	Temp 12 hr ave (F)	Venturi(s) PD 12 hr ave (in. WC)	Precooler Flow 12 hr ave (GPM)	Spray Flow 12 hr ave (GPM)	Venturi Flow 12 hr ave (GPM)	Tray/PBs Flow 12 hr ave (GPM)	Scrubber pH 3 hr ave	Any Bypass Stack Use	THC Mo. Ave (PPM)	THC DC (%)	BZ Temp Daily Ave Days >Max
MHI PLANT											
ARMY BASE	0	0	0	0	0	0	0	0	63	67	0
BOAT HARBOR	0	0	0	n/a	0	0	0	0	17	99	0
VIP	0	0	0	n/a	0	0	0	1	16	100	0
WILLIAMSBURG	0	0	0	n/a	0	0	0	1	25	3	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:	7
HRSD Odor Scrubber H2S Exceptions:	6

Items of Interest – December 2023

MULTIPLE HEARTH INCINERATION (MHI)

Total Hydrocarbon (THC) monthly averages (not to exceed 100 ppm) were met by all four MHI plants (Army Base, Boat Harbor, Virginia Initiative, and Williamsburg) with a THC continuous emissions monitoring (CEM) valid data captured of greater than 3%.

The MHIs had no (0) deviations from the required 129 SSI rule minimum operating parameters and two (2) minor bypass events (< 60 minutes).

AIR PERMITS and ODOR CONTROL

DEQ issued Army Base's draft T5 permit renewal. HRSD agreed the draft permit is accurate and acceptable as written. The permit now goes to public notice with concurrent EPA review before the final permit issuance.

There were six (6) odor control scrubber system hydrogen sulfide (H₂S) exceptions.

Atlantic Plant received four (4) odor complaints from Ocean Lakes neighbors. Plant Staff and TSD responded to all complaints.

York River received three (3) odor complaints from a neighbor across the street from the plant on Back Creek Road. All three of these complaints were addressed by Plant staff and TSD. HRSD continues to work with the neighbor to determine the source of the odors that are sporadically inside and outside her house. In addition to complaint response, TSD smoke tested the residence on December 28, wherein a sewer system gooseneck vent was observed discharging smoke right next to her home HVAC air intake. This is most likely the source of her previous indoor air/odor complaints. We recommended vent relocation away from the HVAC intake. HRSD will still respond to their outside odor complaints that occur under a variable NW wind.

TREATMENT

DEQ was notified of the following reportable events:

Boat Harbor

On December 17, the Boat Harbor TP rain gauge recorded 3.17" from a rain event that increased plant flows to 45 MGD resulting in three low contact residuals, two of which were below 0.1 mg/l. The rapid increase of flow caused solids in the secondary clarifiers to rise and flow over the effluent weir. The excessive solids in the contact tank caused an increase in chlorine demand and the amount of sodium hypochlorite fed topped 142 gph.

SYSTEM

On December 18, a coastal storm inundated the service area releasing up to 3.62" of rainfall. The following releases were reported:

- Bayshore PS service area in Hampton experienced increased system flows. Pump stations were observed to be operating properly. North Shore Interceptor staff monitored the overflows at two manholes with 750 gallons of raw wastewater was released to the ground and Chesapeake Bay.
- Chesapeake Boulevard PS service area in Norfolk experienced increased system flows. Pump stations were observed to be operating properly. Approximately 32,500 gallons of sewage was released to Wayne Creek via a gravity overflow pipe.
- Willard Ave PS in Hampton permanent bypass pump exhibited a mechanical issue resulting in a loose discharge flange connection and approximately 300 gallons of sewage was released to the Chesapeake Bay.

On December 24, a contractor plug caused HRSD and City of Chesapeake sanitary sewer manholes to overflow at the intersection of Great Bridge Boulevard and Neal Street. Manhole SG-162-3194 is a discharge point for an active bypass system supporting HRSD's CIP AT013000. The bypass system, which pumped sewage from a City of Chesapeake manhole several hundred feet to the east, was still in operation and when called to run caused the surcharged manhole to spill onto the ground. Anticipating a blockage in the downstream pipe, staff jetted the line several times to attempt to free the perceived blockage. After the jetting did not produce results, the contractor and HRSD pumper trucks pumped out of local manholes while a bypass system was put in place to pump around the apparent blockage. Once the SG-162-3194 manhole was pumped down, the plug was discovered and removed. Approximately 2,500 gallons of sewage was released from HRSD manholes to the Southern Branch of Elizabeth River.

SYSTEM/TREATMENT, SMALL COMMUNITIES, AND EASTERN SHORE

Dendron

On December 17, a coastal storm inundated the Dendron Pump Station (PS) service area releasing over 1.32" of rainfall. SSA attempted to reach the station to get a visual estimate of the overflow amount but the roads were underwater. A flood warning was in effect several times for Surry County throughout the overnight hours. The following raw wastewater overflow events were reported:

- Dendron PS1, quantity released unknown to Cypress Swamp
- Dendron PS2, quantity released unknown to Cypress Swamp

King William

On December 17, a high wet well and overflow alarm came through for the main pump station and staff found a low rim manhole (KW-MH-C20) overflowing. Staff confirmed the two submersible station pumps to be operating properly but the emergency standby pump to be in alarm condition. Once the bypass pump was reset and started the overflow condition stopped. Continued heavy rain caused a second high wet well and overflow alarm. When staff arrived, they observed an overflow at the low rim manhole (KW-MH-C20) and verified the two submersible pumps and the emergency bypass pump were operating properly. The King William TP recorded 2.31" of rainfall during this event. Approximately 18,900 gallons of raw wastewater were released to the ground and Moncuin Creek.

West Point

On December 11, a loss of chlorination for less than one hour occurred. Staff found a leak caused by a broken PVC fitting from the sodium hypochlorite pump to the tertiary filter. The plant operator mistakenly turned off the contact tank sodium hypochlorite pump to stop the leak and make repairs. The Supervisor assisting with the repair discovered the contact tank pump was off and restored flow. The chlorine residual remained above 0.23 mg/L per an in-line process meter.

On December 17, a heavy rain event with 2.3" of rainfall recorded caused increased flows and the secondary clarifier overflowed when a PLC failed along with a float switch that activates the influent flow diversion valve. Once staff manually opened the tertiary wet well bypass valve, the overflow stopped. Approximately 17,400 gallons of secondary clarifier effluent were released to the ground and Mattaponi River.

2023 Metals, Ammonia, and TKN

		Limit	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sep	Oct	Nov	Dec
Central	Ammonia	0.56	0.02	NA	NA	0.06	NA	NA	<0.02	NA	NA	0.06	NA	NA
Middlesex	TKN	3.0	NA	<0.50	NA	1.7	NA	NA	0.72	NA	NA	0.59	NA	NA
King William	Zinc	*	54	NA	NA	35	NA	NA	NA	52	NA	NA	NA	<5.0
	TKN	3.0	1.9	1.1	1.6	0.76	0.61	0.53	0.47	0.89	0.61	0.67	0.86	1.1
Nassawadox Riverside	Cadmium	2.0	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	NA	NA	NA
	Copper	23	<5.0	<5.0	<5.0	5.2	<5.0	<5.0	<5.0	5.8	5.4	NA	NA	NA
	Nickel	38	14	18	14	<10	<10	<10	<10	<10	<10	NA	NA	NA
	Zinc	150	<50	<50	<50	<50	<50	<50	<50	<50	<50	NA	NA	NA
	Ammonia	1.7	0.31	0.67	0.44	0.14	0.19	0.09	0.08	0.13	0.04	NA	NA	NA
Onancock	Copper	12	2.2	NA	NA	0.80	NA	NA	0.52	NA	NA	2.1	NA	NA
	Ammonia	0.90, 2.0	0.04	0.03	0.03	0.08	0.04	0.77	0.07	0.41	0.07	0.04	0.05	0.05
Surry County	Copper	5.9	2.0	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
	Zinc	56	24	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
	Ammonia	0.77	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
	TKN	3.0	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Urbanna	Ammonia	3.83, 9.08	0.04	0.16	0.02	0.02	0.92	0.05	0.05	0.05	0.08	0.34	1.87	0.03

*No limit. Treatment objective 53 ug/L

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

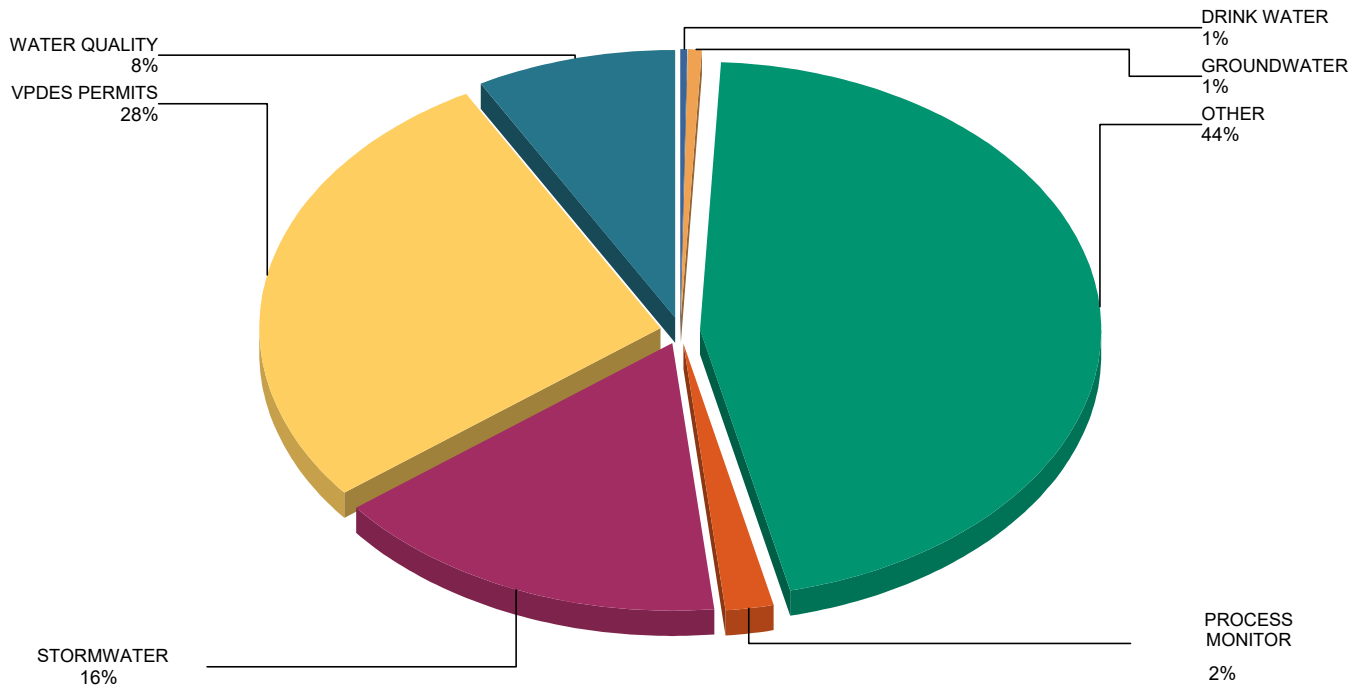
2023 MONTHLY FLOW AVERAGES

	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	YR AVG	FY AVG
Army Base	9.10	9.87	9.09	8.47	8.46	9.28	10.86	10.35	9.76	8.54	8.57	11.03	9.45	9.85
Atlantic	44.58	46.31	43.65	41.11	41.28	44.62	47.18	45.58	43.84	40.35	39.53	44.59	43.55	43.51
Boat Harbor	11.60	12.95	11.16	10.39	10.31	12.27	11.88	11.55	10.72	9.92	8.66	12.21	11.13	10.82
C.Middlesex	0.013	0.013	0.013	0.010	0.010	0.011	0.014	0.011	0.011	0.012	0.013	0.013	0.012	0.012
James River	12.46	13.31	11.87	12.13	12.03	12.42	11.78	11.46	11.17	10.13	9.78	11.02	11.63	10.89
King William	0.070	0.065	0.058	0.062	0.076	0.083	0.082	0.084	0.086	0.088	0.084	0.088	0.077	0.085
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	0.000
Nansemond	15.97	16.61	15.77	15.59	15.75	15.38	16.76	16.13	16.31	14.51	14.69	16.75	15.85	15.86
Nassawadox	0.016	0.015	0.013	0.013	0.014	0.015	0.018	0.018	0.015	0.000	0.000	0.000	0.011	0.008
Onancock	0.170	0.194	0.207	0.208	0.197	0.207	0.235	0.209	0.159	0.188	0.175	0.222	0.197	0.198
Surry, County	0.011	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.001	0.000
Surry, Town	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	0.000
Urbanna	0.035	0.039	0.046	0.050	0.056	0.063	0.067	0.061	0.071	0.070	0.061	0.050	0.056	0.063
VIP	27.26	30.12	27.54	27.47	27.99	29.68	31.37	31.51	29.61	25.65	22.86	29.37	28.37	28.39
West Point	0.466	0.470	0.389	0.359	0.373	0.330	0.423	0.329	0.312	0.273	0.269	0.464	0.371	0.345
Williamsburg	7.73	8.09	7.96	8.48	7.76	8.59	8.41	8.27	8.14	7.46	7.33	8.09	8.02	7.95
York River	12.69	13.74	12.00	12.37	12.31	12.67	11.37	11.02	10.59	10.07	9.70	11.78	11.69	10.76
North Shore	44.47	48.09	42.99	43.36	42.42	45.95	43.44	42.31	40.63	37.58	35.47	43.10	42.48	40.42
South Shore	96.91	102.91	96.06	92.64	93.47	98.95	106.16	103.56	99.51	89.04	85.65	101.73	97.22	97.61
Small Communities	0.78	0.80	0.73	0.70	0.72	0.71	0.84	0.71	0.65	0.63	0.60	0.84	0.73	0.71
TOTAL	142.16	151.79	139.78	136.70	136.62	145.61	150.44	146.58	140.79	127.25	121.72	145.66	140.43	138.74

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

Municipal Assistance Billed Reimbursements per Service From 10/01/2023 to 12/31/2023

Attachment 1



Notes: Other = Equipment purchase, consultation, validation studies, boater pump-out program, etc.

Municipal Assistance Invoice

From 10/01/2023 - 12/31/2023

Municipality	Reimbursements
Accomack County	\$1,882.41
Buckingham County	\$177.33
Chesterfield County	\$9,660.81
City of Chesapeake	\$1,422.66
City of Emporia	\$271.83
City of Franklin	\$1,838.08
City of Hampton	\$8,410.60
City of Norfolk	\$5,166.57
City of Norfolk-Dept of Utilities	\$558.11
City of Portsmouth	\$4,411.08
City of Suffolk	\$6,161.02
City of Virginia Beach	\$7,338.11
DCLS Wastewater Surveillance	\$101,891.36
Exmore WWTP	\$644.16
HRPDC	\$53,348.49
Hanover County	\$22,881.95
Henrico County	\$1,321.12
Hopewell RWTF	\$5,597.04
Lynnhaven River NOW	\$221.54
New Kent County	\$13,061.10
Northampton County WWTP	\$1,560.74
Northumberland Co. - Callao WWTP	\$3,098.72
Rivanna Water and Sewer Authority	\$667.55
ST BRIDES CORRECTIONAL CENTER	\$758.46
Spotsylvania County	\$1,993.72
St Brides Corr Ctr WWTP	\$13,243.02
Stafford County	\$6,820.33
Town of Cape Charles	\$5,699.92
Town of Grottoes WWTP	\$5,937.98
Virginia Aquarium & Marine Science Ctr	\$8,039.88
Virginia Department of Health	\$38,086.58
Westmoreland County	\$2,222.83
Totals:	<u>\$334,395.10</u>



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

I. Projects in Process

Operational Technology Security and Resilience

- **Completed Tasks (December 2023)**
 - Started development of planning steps to construct an audit program.
 - Sent an audit notification email to stakeholders.
- **Upcoming Tasks (January 2024)**
 - Continue development of planning steps to construct an audit program.
 - Meet with stakeholders to review audit objectives and scoping.
 - Schedule client meeting to continue general scoping, project plan, and timelines discussions.

Risk Assessment Refresh

- **Completed Tasks (December 2023)**
 - Prepared survey for January distribution.
 - Performed industry/external research.
 - Updated risk assessment workbook documentation.
- **Upcoming Tasks (January 2024)**
 - Administer surveys and evaluate responses.
 - Perform interviews as necessary.

Design and Construction Estimating

- **Completed Tasks (December 2023)**
 - Conducted initial process understanding meeting with Chief of Special Projects.
 - Received initial process understanding documentation (12/27/23).
 - Conducted external research.
 - Began drafting process documentation.
- **Upcoming Tasks (January 2023)**
 - Conduct process understanding meeting with D&C team members.
 - Continue updating and refining process documentation.

Accounts Payable and ProCards

- **Completed Tasks (December 2023)**
 - Continued fieldwork procedures.
 - Communicated additional fieldwork requests and open items.
- **Upcoming Tasks (January 2023)**
 - Finalize fieldwork procedures.



Remote Access

- **Completed Tasks (December 2023)**
 - Continued to follow up on the open request list items.
 - Continued testing and review of audit program.
 - Continued conducting a weekly status meeting with HRSD.
 - Began drafting report.
- **Upcoming Tasks (January 2024)**
 - Finalize manager review.
 - Conduct exit meeting with stakeholders.
 - Finalize audit report and deliver to stakeholders.

II. Upcoming Projects

- Billing, accounts receivable, and aging: March/April 2024

III. Management Action Plan Status

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

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

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

Audit / Project	Next Follow-up	Recommendations		
		Closed	Open	Total
Personally Identifiable Information	February 2024	0	3	3
Safety Division	December 2023	2	1	3
Freedom of Information Act	December 2023	0	1	1
Family Medical Leave Act (FMLA)	April 2024	0	4	4
Succession Planning	April 2024	2	2	4
Closed Audit/Projects (x16)	Closed	127	0	127
	Totals	131	11	142

Strategic Measures
December 2023

Strategic Planning Measure	Nov-23	Dec-23	FY-24
Educational and Outreach Events	21	11	111
Number of Community Partners	17	8	92
Number of Technical Presentations	5	1	29
Revenue vs. Budget	\$1	\$106	\$18
Wastewater Expenses vs. Budget	\$1	\$1	\$1
General Reserves	109%	110%	108%
Liquidity	327	346	337
Accounts Receivable (HRSD)	\$44,759,932	\$44,932,157	\$43,506,256
Aging Accounts Receivable	25.30%	33.20%	26.43%
Quantity of expenditures (\$) allocated to Information Technology per 1,000 HRSD customers (commercial and residential).			0.00
Turnover Rate wo Retirements	0.24%	0.12%	0.20%
Turnover Rate w Retirements	0.24%	0.59%	0.32%
Avg Time to Hire	2 months 27 days	2 months 21 days	3 months 1 days
Number of Vacancies	50	52	30
Total number of applicants per position	4.69	7.23	6
Percentage of positions filled with internal applicants.	46.15%	19.23%	31.06%
Recruitment source Return on Investment.			0.00
Customer Call Wait Time	2		2.52
Capacity Related Overflows with Stipulated Penalties (Reported Quarterly)			1
System Failures (Reported Quarterly)			
TONS OF CARBON: Tons of carbon produced per million gallons of wastewater treated. Energy consumed (gas (scfm) and electricity (kWh)) per million gallons of wastewater treated.			
GAS CONSUMPTION: Tons of carbon produced per million gallons of wastewater treated. Energy consumed (gas (scfm) and electricity (kWh)) per million gallons of wastewater treated.			
ELECTRICITY CONSUMPTION: Tons of carbon produced per million gallons of wastewater treated. Energy consumed (gas (scfm) and electricity (kWh)) per million gallons of wastewater treated.			
Monthly CIP Spending			\$46,133,544
Percentage of CIP projects that are completed within budget.			0.00%

Strategic Measures
December 2023

Date	Education and Outreach Events
12/1/2023	Virginia Beach Public School Advanced Environmental Science students began working with Water Quality to complete an educational partnership focused on water science and sustainability
12/4/2023	NTP Plant Tour for VWEA and AWWA
12/6/2023	SWIFT RC employee tour
12/8/2023	SWIFT RC tour for Commonwealth Challenge Youth Academy
12/14/2023	ATP Tour for for Hampton Public Works Academy
12/14/2023	City of Newport News "One City" job fair
12/15/2023	HRPWA Wastewater session at the Atlantic Treatment Plant
12/15/2023	CEL tour for ODU Environmental Science students
12/15/2023	VET/Mil Spouse Employer Panel-VEC
12/18/2023	SWIFT Tour for HDR
12/19/2023	SWIFT RC tour for Virginia Living Museum staff

Date	Community Partners
12/1/2023	South Hampton Roads United Way Christmas Fund
12/1/2023	Ocean Lakes High School
12/1/2023	NASA & Virginia MARS
12/1/2023	Woodside High School
12/1/2023	ODU
12/1/2023	DOE Jefferson Lab
12/1/2023	Commonwealth Challenge Youth Academy
12/1/2023	Virginia Living Museum
12/14/2023	City of Newport News
12/15/2023	Virginia Employment Commission (VEC)

Date	Technical Presentations	Presenter	Department
12/1/2023	Validating Pathogen Reduction in Ozone-Biofiltration Water Reuse Applications	Samantha Hogard	Operations

AGENDA ITEM 14. – January 23, 2024

Subject: Closed Meeting

Recommended Action: In accordance with Section 2.2-3712A of the Code of Virginia, a motion is needed that we go into a closed meeting for discussion of the performance of a specific employee of a public body as provided for in Section 2.2-3711A1.

Brief: Discussion of performance of specific public officers, appointees or employees of any public body; and evaluation of performance where such evaluation will necessarily involve discussion of the performance of specific individuals.

AGENDA ITEM 15. – January 23, 2024

Subject: Reconvened Meeting

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