

## 1.0 Purpose and Need

This policy establishes the procedures and guidelines for submitting, reviewing, and approving Service Area Expansion Requests. These requests help HRSD in planning for and managing wastewater capacity within the HRSD Service Area. Localities make these requests to facilitate development or provide sewer service to previously unserved areas.

## 2.0 Definitions

**Capacity Deficiency.** The exceedance of rated capacity of infrastructure within the HRSD system.

**Comprehensive Plan.** A long-range land use plan that provides the Locality's recommended guidelines for the overall development of the territory, as mandated by the Code of Virginia section 15.2-2223.

**HRSD Service Area.** The area of sewer service established through coordination with the Localities that are part of the HRSD Territory. This represents the area for which HRSD agrees to provide capacity.

**HRSD System.** Encompasses the Regional Interceptor System, Transmission Force Mains, and Regional Treatment System.

**HRSD Territory.** The territory of the Localities identified in the Enabling Act. This does not define the HRSD Service Area.

**Locality/Localities.** Cities, Counties, and Towns making up the HRSD Territory.

**Private Sewer System.** Any sanitary sewer facility that is operated and maintained by a private owner within private property or private easements.

**Public Sewer System.** Any facility that conveys sanitary sewage and is owned and operated by either a Locality or HRSD and located within a public right-of-way or public utility easement.

**Regional Interceptor System.** A network of gravity and force main pipes, pump stations, and pressure reducing stations owned and operated by HRSD. This system conveys sanitary sewage received from either a Public Sewer System or a Private Sewer System to the Regional Treatment Works.

***Regional Treatment System.*** Wastewater treatment facilities, with physical, chemical, and biological processes to treat sewage and discharge treated water, which are owned and operated by HRSD.

***Service Area Expansion Request.*** A request made by the Locality for HRSD to expand the HRSD Service Area.

***Service Area Expansion and Reimbursement Agreement.*** An agreement between HRSD and the Locality for HRSD to expand the HRSD Service Area. See [Appendix A](#) template for the Service Area Expansion and Reimbursement Agreement.

***Transmission Force Main.*** A type of force main that has limited planned connection points and is typically operated under higher pressures than interceptor force mains.

### **3.0 Guiding Principles**

Localities are responsible for developing and maintaining their respective sanitary sewer master plan or similar plan which defines their sewer service areas in alignment with their Comprehensive Plan.

HRSD collaborates with the Localities to ensure the HRSD System has sufficient capacity to meet the Localities' future growth and economic development goals. HRSD is committed to building regional wastewater infrastructure at the appropriate time, in a manner that integrates with the Localities' planning and land use zoning while balancing social, environmental, and economic issues.

Service Area Expansion Requests must be submitted well in advance of needed capacity; upgrades to the existing HRSD System could take several years to coordinate, plan, permit, design, finance and construct.

Localities are responsible for connecting to the HRSD System.

If a Service Area Expansion and Reimbursement Agreement is terminated for any reason, such termination shall, without further action of the Commission, constitute a revocation of Commission approval of the associated Service Area Expansion Request.

### **4.0 Procedures**

#### **4.1 Locality**

#### **4.1.1 *Obligations***

- A. Identify the need of service area expansion prior to when actual development will occur to allow HRSD to adequately evaluate and identify any potential Capacity Deficiencies.
- B. Connection to the public water supply will be provided to the proposed service area expansion.
- C. Locality will be responsible for the cost of all sewer infrastructure required to connect to the HRSD System.
- D. If there is a Capacity Deficiency, Locality will be responsible for the reimbursement of costs as identified in a Service Area Expansion and Reimbursement Agreement.

#### **4.1.2 *Coordination***

The proposed service area expansion should be contiguous to the existing HRSD Service Area or adjacent to a Transmission Force Main planned point of connection. The Locality shall coordinate with HRSD to plan and agree upon, but not limited to, the following:

- A point of entry of new flows to the existing HRSD System.
- A corridor and alignment of the proposed sewer facility.
- Ownership of assets between the Locality and HRSD in compliance with the HRSD Facility Transfer Policy.
- The exclusion of gap areas for requests not contiguous to the existing HRSD Service Area or not adjacent to a planned connection point with a Transmission Force Main. Exclusion areas shall be clearly identified.

#### **4.1.3 *Request***

To request an expansion of the HRSD Service Area, Localities shall submit a Service Area Expansion Request to HRSD for review and approval. All requests must be accompanied by proper documentation and planning efforts to include the following:

- A. Service Area Expansion Request executed and signed by the Locality's authorized representative.
- B. A copy of resolution or other statement of support by the Locality's governing body.

- C. A map with the proposed service area boundary. The map shall identify infrastructure required to convey the flow from the new service area to the agreed upon point of entry into the HRSD System
- D. Sanitary sewer flow projections for the proposed service area expansion based on HRSD's Regional Sewage Flow Projection Data Policy or based on best engineering practices at the time of the Service Area Expansion Request.
- E. Verification that the flow projections are consistent with the proposed land use zoning densities included in the Locality's most current Comprehensive Plan.

#### **4.1.4 Creditworthiness**

In order to protect HRSD ratepayers, to qualify for a Service Area Expansion and Reimbursement Agreement, a Locality must have a long-term unsecured debt rating of double-A or higher from at least one of the following major rating agencies: S&P, Moody's, or Fitch.

## **4.2 HRSD**

Upon receiving a Service Area Expansion Request, HRSD will:

- A. Evaluate the Locality's Service Area Expansion Request for completeness.
- B. Evaluate the HRSD System's ability to receive flow and identify any Capacity Deficiencies that may result from the Service Area Expansion Request.
  - i. If no Capacity Deficiency is identified, HRSD will recommend Commission approval and notify Locality of the Commission's decision soon thereafter. Upon approval by the Commission, the HRSD Service Area map will be updated accordingly. An approved Service Area Expansion Request is valid for a period of five (5) years from the date of Commission approval, or such other period established by the Commission. Commission approval of a Service Area Expansion Request will expire and automatically be void if construction has not commenced within the relevant period, such

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commencement being satisfied by the occurrence of both of the following related to new development within the area identified in the Service Area Expansion Request: (1) land disturbing activity, and (2) a Locality's issuance of plumbing permits. The Commission reserves the right to revoke a Service Area Expansion Request when it is determined to be reasonable to protect the interests of HRSD and its ratepayers, including when construction of new development within the area identified in the Service Area Expansion Request is not completed in a reasonable time. If a Service Area Expansion Request expires, becomes void, or is revoked by the Commission, a Locality may submit a new Service Area Expansion Request for evaluation.

- ii. If a Capacity Deficiency is identified, or no infrastructure exists to serve the properties within the Service Area Expansion Request, HRSD will provide the Locality a written response documenting its findings and develop a Service Area Expansion and Reimbursement Agreement with the Locality.

**5.0 Responsibility and Authority**

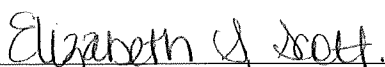
The Planning and Analysis Department of the Engineering Division shall be responsible for enforcing this Policy to ensure there is adequate capacity available to meet current and future development in the Localities within the HRSD Service Area. All Service Area Expansion Requests recommended for acceptance must be presented to the Commission for approval.

The Planning and Analysis Department of the Engineering Division shall be responsible for regular reviews and recommended updates to this policy.

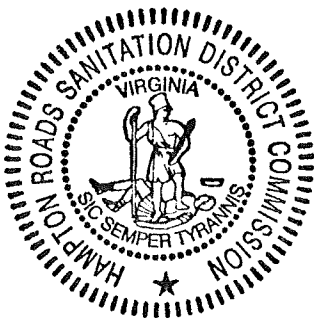
Approved:

  
Stephen C. Rodriguez  
Commission Chair

  
Date

  
Elizabeth I. Scott  
Commission Secretary

  
Date



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**SERVICE AREA EXPANSION AND REIMBURSEMENT AGREEMENT  
BETWEEN THE HAMPTON ROADS SANITATION DISTRICT, AND  
[LOCALITY], VIRGINIA**

THIS SERVICE AREA EXPANSION AND REIMBURSEMENT AGREEMENT (this "Agreement") is by and between the HAMPTON ROADS SANITATION DISTRICT ("HRSD"), and the [LOCALITY], VIRGINIA ("LOCALITY") (HRSD and LOCALITY each a "Party" and collectively, the "Parties" and is entered into as of \_\_\_\_\_ (the "Effective Date").

**RECITALS**

**R:1.** LOCALITY is within the territory served by HRSD.

**R:2.** HRSD owns and has operational responsibility for certain Facilities (defined herein) benefitting LOCALITY and its constituents, which are designed and operated to meet demands within a designated service area (the "Service Area").

**R:3.** The HRSD Commission has adopted a Service Area Expansion Policy, last revised April 22, 2025 (as amended, the "SAE Policy") establishing procedures and guidelines for expanding the Service Area.

**R:4.** LOCALITY has submitted a Service Area Expansion Request to HRSD consistent with the SAE Policy (the "Request") to include those areas identified on the map attached hereto and incorporated herein as **Exhibit A** (the "Expansion Area") in order to serve development and redevelopment in the Expansion Area.

**R:5.** HRSD has evaluated the Request consistent with the Policy and is willing to serve and provide Facilities for the Expansion Area, subject to the terms of this Agreement, not to exceed a total flow from the Expansion Area of [INSERT MGD Limit] (the "Additional Capacity").

**R:6.** Subject to the terms of this Agreement, HRSD is willing to make improvements to existing Facilities and construct new Facilities necessary to serve the Expansion Area and provide the Additional Capacity as conceptually described in the Scope of Work attached hereto and incorporated herein as **Exhibit B** (the "Project").

**R:7.** The total estimated cost of the Project, including real estate acquisition, is \$XXX,XXX,XXX (the "Estimated Cost"). The Parties acknowledge that the Estimated Cost is only an estimate and LOCALITY's payment obligations are based on a Capital Recovery Charge (defined hereinafter) for the Project.

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**R:8.** LOCALITY agrees to reimburse HRSD for the Project under the terms and conditions set forth in herein.

**AGREEMENT**

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

**I. DEFINITIONS**

Unless otherwise defined in this Agreement, capitalized terms shall have the meaning set forth in the SAE Policy.

*“Additional Capacity”* has the meaning as defined in Recital R:5.

*“Debt Service Calculation”* means the amount calculated by HRSD, or its financial advisor, based on estimated annual debt service for the Project using the Market Rate, and including the Coverage Surcharge, as more particularly set forth on **Exhibit C**. The Parties understand and agree that the initial Exhibit C attached this Agreement will be modified, from time to time, in accordance with the terms of this Agreement, and such modification shall not be deemed to be an amendment of this Agreement for purposes of Section VII(E) hereof.

*“Capital Recovery Charge”* means the amount equaling the Debt Service Calculation less SAE Revenues.

*“Commencement Date”* means the date HRSD accepts the Infrastructure Improvements as ready for use.

*“Contract”* means the agreement between HRSD and a contractor for construction of the Infrastructure Improvements.

*“Coverage Surcharge”* means a multiplier based on the minimum debt service coverage ratio required in the HRSD Financial Policy.

*“Enabling Act”* means 1960 Acts of Assembly, c. 66, as amended.

*“Estimated Cost”* has the meaning as defined in Recital R:7.

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*“Expansion Area”* has the meaning as defined in Recital R:4.

*“Facilities”* means the systems, infrastructure, pipes, stations, plants, and other improvements related to sewage interception, conveyance, and treatment either owned or operated by HRSD.

*“Infrastructure Improvements”* means the new Facilities, as well as any capacity expansions, extensions, and enhancements to existing Facilities, necessary for the Project.

*“Locality Funds”* means funding received by LOCALITY from its taxes, utility rates, fees, or other direct revenue source.

*“Market Rate”* means the estimated all-in true interest cost on hypothetical HRSD debt, established using the assumptions outlined below:

- Project fund amount equal to the Project Cost
- 30-year level debt service, or other term as agreed by the Parties;
- Semi-annual principal and interest payments;
- Interest rates, and call provisions based on a double-A rated revenue bond issued the month prior to the Effective Date;
- Costs of issuance and underwriter’s fees consistent with those of HRSD debt.

*“Payment Due Date”* has the meaning as defined in Section III(B).

*“Program Funds”* means funding received by LOCALITY from any external source, including the Commonwealth of Virginia or any component thereof, the United States Government or any component thereof, a political subdivision, a private entity, or any person.

*“Project”* has the meaning as defined in Recital R:6.

*“Project Closing Cost”* has the meaning as defined in Section V(B).

*“Project Cost”* means the total cost of the Infrastructure Improvements, including (1) acquisition of land, easements, and permits; (2) planning, design, and construction; (3) procurement and management of contracts; (4) expenses related or incidental thereto, or any other “cost” as defined in Enabling Act § 8(h), as amended; and (5) adjustments for change orders and use of Locality Funds and Program Funds in accordance with Section II; but excluding any HRSD personnel cost.

*“Reimbursement Period”* has the meaning as defined in Section III(A).



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“SAE Policy” has the meaning as defined in Recital R:3.

“SAE Revenues” means new revenues received by HRSD from services provided to the Expansion Area, excluding Facility Charges, calculated by HRSD for the Reimbursement Period.

“Service Area” has the meaning as defined in Recital R:2.

“Supplemental Improvements” means any additional scope of work included in the Contract by HRSD exceeding what is necessary for the Project.

“Term” means the period from the Effective Date until the date on which the Parties have satisfied all obligations of this Agreement, including repayment as set forth on Exhibit C.

**II. PROJECT**

**A. Project Management and Project Costs**

1. HRSD is responsible for design and construction of the Infrastructure Improvements, the Contract, and all related procurement, administration, and contract management. All Infrastructure Improvements will be designed and constructed in accordance with HRSD Standards and Specifications.
2. The Project Cost will be determined by HRSD, in its sole discretion, following a Notice of Substantial Completion being issued in accordance with the Contract. HRSD will provide notice to LOCALITY of the Project Cost and the Debt Service Calculation prior to the Commencement Date. The Debt Service Calculation, as determined by HRSD in its sole discretion, will be incorporated as a modified Exhibit C, such modification not being considered an amendment of this Agreement for purposes of Section VII(E) hereof.
3. HRSD will administer and be responsible for payment of the Project Cost during construction of the Infrastructure Improvements.
4. The Parties acknowledge that HRSD will be paying the Project Cost in progress payments to contractors and other third parties during phases of the Project’s completion. LOCALITY agrees to reimburse HRSD for the Project Cost in accordance with Section III below.

**B. HRSD Option for Additional Scope of Work**

1. HRSD may, in its sole and absolute discretion, include Supplemental Improvements during its completion of the Infrastructure Improvements pursuant to this Agreement.

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2. HRSD is solely responsible for any additional costs directly attributable to the Supplemental Improvements, which costs shall not be included in the Project Cost.

**C. Locality Funds and Program Funds**

1. LOCALITY may, in its sole and absolute discretion and at its sole risk, contribute eligible Locality Funds and eligible Program Funds in advance to reduce the Project Cost. In order to be effective as an advance reduction to the Project Cost as reflected in the Debt Service Payment, eligible Locality Funds or Program Funds must be appropriated to HRSD prior to the Notice of Substantial Completion being issued in accordance with the Contract.
2. In the event Program Funds cannot be used for the Project Cost, LOCALITY is responsible for the increase to the Project Cost to be collected by HRSD through the Capital Recovery Charge. Any increase to the Project Cost will be reflected in the Debt Service Calculation, as determined by HRSD in its sole discretion, and will be incorporated as a modified Exhibit C, such modification not being considered an amendment of this Agreement for purposes of Section VII(E) hereof.
3. If LOCALITY will use Program Funds to reduce Project Cost, or as part of a Capital Recovery Charge, the Parties will include terms specific to such Program Funds as an appendix to this Agreement.

**D. Change Orders.** HRSD will review and approve change orders related to the Contract that increase or decrease the Project Cost. The Project Cost will be increased or decreased as provided in the change order and reimbursed to HRSD through the Capital Recovery Charge.

**E. Operation and Maintenance**

1. HRSD shall be responsible for operation and maintenance of the Infrastructure Improvements and any Facilities during and after construction.
2. All public sanitary sewer infrastructure constructed as part of the Project or pursuant to this Agreement shall be owned and operated by HRSD.

**F. Relocation.** HRSD is not responsible for the cost of relocating any Infrastructure Improvements or any Facilities if such relocation is required or desired to accommodate a project of LOCALITY or any third-party. Such relocation shall be at the expense of LOCALITY or third-party, as appropriate, and governed

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by a separate agreement with HRSD.

**III. LOCALITY PAYMENT OBLIGATIONS**

- A. After the Commencement Date LOCALITY will remit the Capital Recovery Charge to HRSD on a schedule consistent with Exhibit C (each such semi-annual performance period being a "Reimbursement Period"). HRSD will provide notice of the Commencement Date to LOCALITY.
- B. At the conclusion of each Reimbursement Period, HRSD will calculate the SAE Revenues in its sole and absolute discretion. After calculating the SAE Revenues, HRSD will provide LOCALITY an invoice for the Capital Recovery Charge applicable to the Reimbursement Period. LOCALITY will remit the Capital Recovery Charge on or before the sixtieth (60<sup>th</sup>) day after the date the invoice is sent by HRSD to the LOCALITY (the "Payment Due Date").
- C. The Parties may agree in writing to alternative regular dates for calculation and payment of the Capital Recovery Charge, which shall operate as a modification to Exhibit C, and the Payment Due Date, such modifications not being considered an amendment of this Agreement for purposes of Section VII(E) hereof.
- D. Any Capital Recovery Charge not remitted to HRSD on or before the related Payment Due Date is subject to an administrative surcharge of 1.5 percent per month.
- E. Program Funds. In addition to the option to reduce Project Cost in accordance with Section II(C), LOCALITY may, in its sole discretion and risk, utilize eligible Program Funds to satisfy all or any portion of a Capital Recovery Charge. Any amounts required to be recovered by HRSD due to a failure of Program Funds will be included for payment with the next-due Capital Recovery Charge plus an administrative surcharge consistent with Section III(D).

**IV. NATURE OF LOCALITY REPAYMENT OBLIGATION**

- A. The Locality's obligations to make payments of the Capital Recovery Charge and other amounts arising under this Agreement shall be secured by one of the following, to be chosen by HRSD, in its and absolute sole discretion, after consultation with its financial advisor and bond counsel:
  - 1. A pledge of special revenues, such as sewer or water system revenues, or combination thereof; or
  - 2. A pledge subject only to the annual appropriation of funds for such purpose by the governing body of LOCALITY.
- B. LOCALITY warrants that it and its officers and heads of departments, offices,

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divisions, boards, commissions, and agencies will include funds adequate to satisfy the Capital Recovery Charge in the estimate of the amount of money needed submitted to the LOCALITY'S governing body pursuant to Virginia Code § 15.2-2503.

- C. LOCALITY warrants that it will provide notice to HRSD if the adopted budget for any fiscal year during the Term does not include funds adequate to satisfy the Capital Recovery Charge.

**V. TERMINATION**

- A. This Agreement may be terminated by mutual written consent of the Parties, in which event each Party will bear an amount of the Project Cost as mutually agreed in such written consent to termination.
- B. LOCALITY may terminate the Project by written notice to HRSD. Upon receipt of notice of Project termination, HRSD, in its sole and absolute discretion, will modify the design of the Infrastructure Improvements such that their construction and/or abandonment ensures safe and efficient operation of the Facilities and establish an adjusted Project Cost for early close-out of the Project, which will include all costs and damages related to the Contract and modification of the Infrastructure Improvements, including reasonable attorney's fees (the "Project Closing Cost"). The Project Closing Cost will be reflected in the Debt Service Calculation, as determined by HRSD in its sole and absolute discretion, and will be incorporated as a replacement to the Project Cost in a modified Exhibit C, such modification not being considered an amendment of this Agreement for purposes of Section VII(E) hereof. Upon termination of the Project in accordance with this subsection, this Agreement shall continue, and LOCALITY shall remit the Capital Recovery Charge during the Term consistent with Section III.

**VI. GENERAL PROVISIONS**

- A. Recitals. The Recitals are incorporated into this Agreement as matters of contract as if fully set forth therein.
- B. Governing Law. This Agreement shall be governed by the laws of the Commonwealth of Virginia, without regard to conflicts of law principles. 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. Venue for any dispute related to this Agreement

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shall be in the circuit court of Virginia Beach, Virginia.

- C. Notice. Any notice, communication or request under this Agreement shall be provided in writing by either (a) a nationally recognized overnight delivery service (next business day service), (b) electronic mail with confirmation of receipt, or (c) hand-delivery, if the receipt of the same is evidenced by the signature of the addressee or authorized agent, to LOCALITY 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: LOCALITY

[NAME, TITLE]  
City of [LOCALITY], Virginia  
[ADDRESS 1]  
[ADDRESS 2]  
Telephone:  
Email:

With Copy to:

[LOCALITY] Attorney  
ADDRESS 1]  
[ADDRESS 2]  
Telephone:  
Email:

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- D. Assignment. No Party may assign any or all of its rights under this Agreement without the prior written consent of the other Party.
- E. Amendment. Except as expressly allowed under Section II(A)(2), Section II(C)(2), Section III(C), and Section V(B), this Agreement may be modified or amended only by a written instrument duly executed by the Parties.
- F. Severability. If any provision of this Agreement or the application thereof to any circumstance shall be determined to be invalid, illegal, or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall continue to be valid, in effect and enforceable to the fullest extent permitted by law.
- G. No Third-Party Beneficiary. The Parties agree that there is no third-party beneficiary to this Agreement and expressly disclaim any intent to create any such third-party beneficiary. Additionally, LOCALITY is not a third-party beneficiary to the Contract, and the Parties expressly disclaim any intent that there be a third-party beneficiary to the Contract.
- H. Force Majeure. Except for LOCALITY's obligations under Section III, 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 a *force majeure* event, including: strikes; war or terrorism; epidemics/pandemics; fires; floods; lockouts; freight embargos; 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 under this Agreement 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.
- I. 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

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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.

- J. Integration. This Agreement constitutes the entire understanding among the parties. No provision of this Agreement may be waived, modified, or amended except by an instrument signed by the party against whom the enforcement of such waiver, modification or amendment is sought.
- K. Authority. Each Party to this Agreement warrants that it has permission and authority derived under the applicable laws of the Commonwealth of Virginia to execute and deliver this Agreement and to perform its obligations hereunder. Each Party further warrants that its signatory is authorized to bind the Party and has obtained all necessary approvals from its governing body.
- L. 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.
- M. Binding Effect. This Agreement shall inure to the benefit of the Parties and shall, to the maximum extent permitted by law, be binding on the Parties and their respective successors, and assigns.
- N. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any Party whose signature appears thereon, and all of which shall together constitute one and the same instrument. A signature affixed or delivered electronically will be considered an original.

***Signature pages follow***

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**IN WITNESS WHEREOF**, the Hampton Roads Sanitation District (HRSD) Commission has caused this Agreement to be signed on its behalf by its General Manager/Chief Executive Officer in accordance with authorization granted at its regular meeting held on \_\_\_\_\_, 202\_\_.

**HAMPTON ROADS SANITATION DISTRICT**

By \_\_\_\_\_  
Jay A. Bernas, PE, General Manager/Chief  
Executive Officer

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

The foregoing Agreement was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_, by Jay A. Bernas, PE, HRSD General Manager/Chief Executive Officer.

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

My commission expires: \_\_\_\_\_

Registration No.: \_\_\_\_\_



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**IN WITNESS WHEREOF**, the [LOCALITY] has caused this Agreement to be signed by the [LOCALITY CAO] on its behalf pursuant to Resolution adopted by the [LOCALITY GOV. BODY] on \_\_\_\_\_, 202\_\_.

**[LOCALITY], VIRGINIA**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Clerk

COMMONWEALTH OF VIRGINIA,  
CITY or COUNTY OF \_\_\_\_\_, to-wit:

The foregoing Agreement was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_[Name], \_\_\_\_\_[Title], [LOCALITY], Virginia.

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

My commission expires: \_\_\_\_\_

Registration No.: \_\_\_\_\_

Approved as to Form and Correctness:

\_\_\_\_\_  
[LOCALITY] Attorney

Approved as to Content:

\_\_\_\_\_  
Director of Utilities

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**Exhibit A – Expansion Area**

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**Exhibit B – Scope of Work**

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**Exhibit C – Debt Service Calculation**

Reimbursement Period End Date	Estimated debt service on project using Market Rate <sup>1</sup>	Coverage Surcharge	Debt Service Calculation
[6 months following Commencement Date]			
[30 years following Commencement Date]			

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<sup>1</sup> Upon the Effective Date, the project cost will be based on the Estimated Cost. Prior to the Commencement Date, this schedule will be modified to reflect the updated Project Cost in accordance with Section II(A)(2). The Project Cost and Debt Service Calculation may be further modified in accordance with the terms of this Agreement.