UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

WIFIA LOAN AGREEMENT

for up to \$225,865,648

with

HAMPTON ROADS SANITATION DISTRICT

for the

SUSTAINABLE WATER INITIATIVE FOR TOMORROW (SWIFT) – TRANCHE 1 PROJECT (WIFIA – N19105VA)

Dated as of September 28, 2020

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I DEFIN	VITIONS AND INTERPRETATION2
Section 1.	Definitions2
Section 2.	Interpretation
ARTICLE II THE	WIFIA LOAN4
Section 3.	WIFIA Loan Amount4
Section 4.	Disbursement Conditions4
Section 5.	[Reserved]4
Section 6.	Interest Rate4
Section 7.	[Reserved]4
Section 8.	Payment of Principal and Interest4
Section 9.	Prepayment4
Section 10.	Fees and Expenses
ARTICLE III CON	DITIONS PRECEDENT5
Section 11.	Conditions Precedent5
ARTICLE IV REP	RESENTATIONS AND WARRANTIES5
Section 12.	Representations and Warranties of Borrower5
Section 13.	Representations and Warranties of WIFIA Lender6
ARTICLE V COVI	ENANTS6
Section 14.	Covenants6
Section 15.	[Reserved]6
Section 16.	[Reserved]6
ARTICLE VI EVE	NTS OF DEFAULT6
Section 17.	Events of Default and Remedies
ARTICLE VII MIS	CELLANEOUS7
Section 18.	Governing Law7
Section 19.	Effectiveness
Section 20.	Termination
Section 21.	Miscellaneous7

SCHEDULES

SCHEDULE I – Project Budget

SCHEDULE II – Construction Schedule

SCHEDULE III – Project

SCHEDULE 12(n) – Construction Contracts

EXHIBITS

EXHIBIT A – Anticipated WIFIA Loan Disbursement Schedule

EXHIBIT B – WIFIA Debt Service

WIFIA LOAN AGREEMENT

THIS WIFIA LOAN AGREEMENT (this "Agreement"), dated as of September 28, 2020, is by and between HAMPTON ROADS SANITATION DISTRICT, a political subdivision of the Commonwealth of Virginia, with an address at 1434 Air Rail Avenue, Virginia Beach, VA 23455 (the "Borrower"), acting by and through the HAMPTON ROADS SANITATION DISTRICT COMMISSION, the governing body of the Borrower (the "Commission"), and the UNITED STATES ENVIRONMENTAL PROTECTION AGENCY, an agency of the United States of America, acting by and through the Administrator of the Environmental Protection Agency, with an address at 1200 Pennsylvania Avenue NW, Washington, DC 20460 (the "WIFIA Lender").

RECITALS:

WHEREAS, the Congress of the United States of America enacted the Water Infrastructure Finance and Innovation Act, as amended by Section 1445 of the Fixing America's Surface Transportation Act of 2015, as further amended by Section 5008 of the Water Infrastructure Improvements For the Nation Act of 2016 and by Section 4201 of America's Water Infrastructure Act of 2018, which is codified as 33 U.S.C. §§ 3901-3914;

WHEREAS, the Act authorizes the WIFIA Lender to enter into agreements to provide financial assistance with one or more eligible entities to make secured loans with appropriate security features to finance a portion of the eligible costs of projects eligible for assistance;

WHEREAS, the Borrower and the WIFIA Lender entered into that certain WIFIA Master Agreement, dated as of September 28, 2020 (the "WIFIA Master Agreement"), pursuant to which the parties thereto have set forth certain common terms and conditions applicable to each WIFIA loan and project under the Master Program;

WHEREAS, pursuant to the Application the Borrower has requested that the WIFIA Lender make the WIFIA Loan (as defined below) in a principal amount not to exceed \$225,865,648 to be used to pay a portion of the Eligible Project Costs related to the Project (as defined below);

WHEREAS, as of the date hereof, the Administrator has approved WIFIA financial assistance for the Project to be provided in the form of the WIFIA Loan, subject to the terms and conditions contained herein and in the WIFIA Master Agreement;

WHEREAS, based on the Application, the WIFIA Master Agreement and the representations, warranties and covenants set forth herein and therein, the WIFIA Lender proposes to make funding available to the Borrower through the purchase of the WIFIA Bond (as defined below) to be issued by the Borrower, upon the terms and conditions set forth herein and in the WIFIA Master Agreement;

WHEREAS, the Borrower agrees to repay any amount due pursuant to this Agreement and the WIFIA Bond in accordance with the terms and provisions of this Agreement, the WIFIA Master Agreement, the WIFIA Bond and the Subordinate Trust Agreement; and

WHEREAS, the WIFIA Lender has entered into this Agreement in reliance upon, among other things, the information and representations of the Borrower set forth in the Application, the WIFIA Master Agreement, and the supporting information provided by the Borrower.

NOW, THEREFORE, the premises being as stated above, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged to be adequate, and intending to be legally bound hereby, it is hereby mutually agreed by and between the Borrower and the WIFIA Lender as follows:

ARTICLE I DEFINITIONS AND INTERPRETATION

Section 1. <u>Definitions</u>. Each capitalized term used in this Agreement (including in the recitals hereto) and not otherwise defined herein shall have the meaning assigned to such term in the WIFIA Master Agreement. Any term used in this Agreement (including in the recitals hereto) that is defined by reference to any other agreement shall continue to have the meaning specified in such agreement, whether or not such agreement remains in effect. In addition, as used in this Agreement (including in the recitals hereto), the following terms have the following meanings:

"Agreement" has the meaning provided in the preamble hereto.

"Anticipated WIFIA Loan Disbursement Schedule" means the schedule set forth in Exhibit A (Anticipated WIFIA Loan Disbursement Schedule), reflecting the anticipated disbursement of proceeds of the WIFIA Loan, as such schedule may be amended from time to time pursuant to Section 4 (Disbursement Conditions).

"Construction Schedule" means (a) the initial schedule or schedules on which the construction timetables for the Project are set forth, attached as <u>Schedule II</u> (Construction Schedule), and (b) any updates thereto included in the periodic reports submitted to the WIFIA Lender pursuant to <u>Section 16(d)</u> (Reporting Requirements – Construction Reporting) of the WIFIA Master Agreement most recently approved by the WIFIA Lender.

"Final Maturity Date" means the earlier of (a) April 1, 2060 (or such earlier date as is set forth in an updated Exhibit B (WIFIA Debt Service) pursuant to Section 8(d) (Payment of Principal and Interest – Adjustments to Loan Amortization Schedule) of the WIFIA Master Agreement); and (b) the Principal Payment Date immediately preceding the date that is thirty-five (35) years following the Substantial Completion Date.

"**First Payment Date**" means the earlier to occur of (a) April 1, 2021 and (b) the Payment Date on or immediately preceding the fifth (5th) anniversary of the Substantial Completion Date.

"Interest Payment Date" means each April 1 and October 1.

"**Loan Amortization Schedule**" means the loan amortization schedule reflected in the applicable column of <u>Exhibit B</u> (*WIFIA Debt Service*), as amended from time to time in accordance with <u>Section 8(d)</u> (*Payment of Principal and Interest – Adjustments to Loan Amortization Schedule*) of the WIFIA Master Agreement.

2

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- "Principal Payment Date" means each April 1 and October 1, beginning on April 1, 2025.
- "**Project**" means the Borrower's Sustainable Water Initiative for Tomorrow (SWIFT) Tranche 1 Project, located at the Borrower's James River Treatment Plant in the City of Newport News, Virginia, as further described in <u>Schedule III</u> (*Project*).
- "**Project Budget**" means the budget for the Project attached to this Agreement as <u>Schedule I</u> (*Project Budget*) showing a summary of Total Project Costs with a breakdown of all Eligible Project Costs and the estimated sources and uses of funds for the Project.
- "Projected Substantial Completion Date" means September 1, 2025, as such date may be adjusted in accordance with Section 16(d) (Reporting Requirements Construction Reporting) of the WIFIA Master Agreement.
- "WIFIA Bond" means the Bond issued and delivered by the Borrower in substantially the form of Exhibit A (Form of WIFIA Bond) to the WIFIA Master Agreement.
- "WIFIA Loan" means the secured loan made by the WIFIA Lender to the Borrower on the terms and conditions set forth herein, in the WIFIA Master Agreement and in the WIFIA Bond, pursuant to the Act, in a principal amount not to exceed \$225,865,648, to be used in respect of Eligible Project Costs with respect to the Project.
 - "WIFIA Loan Agreement Effective Date" means the date of this Agreement.
 - "WIFIA Master Agreement" has the meaning provided in the recitals hereto.
- "WIFIA Resolution" means that certain Resolution Authorizing the Issuance and Award of a Hampton Roads Sanitation District Subordinate Wastewater Revenue Bond, adopted by the Commission on September 22, 2020, authorizing the execution and delivery of this Agreement and the WIFIA Bond and certain related actions by the Borrower in connection with the issuance of the WIFIA Loan.
- "WIFIA Series Agreement" means that certain Eighth Supplemental Trust Agreement, dated as of September 28, 2020, by and between the Borrower and the Trustee.

Section 2. <u>Interpretation</u>.

- (a) Except as otherwise expressly provided herein, the rules of interpretation set forth in Section 2 of the WIFIA Master Agreement shall apply herein, *mutatis mutandis*, as if set out in this Agreement in full (and as if each reference therein to "this Agreement" were a reference to this Agreement, and each reference to any "WIFIA Loan" or any "WIFIA Bond" were a reference, respectively, to the WIFIA Loan or the WIFIA Bond as such terms are defined in this Agreement).
- (b) This Agreement is one of the WIFIA Loan Agreements referenced in the WIFIA Master Agreement.

3

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ARTICLE II THE WIFIA LOAN

- Section 3. <u>WIFIA Loan Amount</u>. The principal amount of the WIFIA Loan shall not exceed \$225,865,648. WIFIA Loan proceeds available to be drawn shall be disbursed from time to time in accordance with <u>Section 4</u> (*Disbursement Conditions*) hereof and <u>Section 11(c)</u> (*Conditions Precedent Conditions Precedent to Disbursements*) of the WIFIA Master Agreement.
- Section 4. <u>Disbursement Conditions</u>. The WIFIA Loan shall be disbursed in accordance with <u>Section 4</u> (*Disbursement Conditions*) of the WIFIA Master Agreement.
 - Section 5. [Reserved].
- Section 6. <u>Interest Rate</u>. The interest rate with respect to the Outstanding WIFIA Loan Balance for the WIFIA Loan shall be one and forty-two hundredths percent (1.42%) per annum. Interest will accrue and be computed on the Outstanding WIFIA Loan Balance from time to time pursuant to, and otherwise in accordance with, with <u>Section 6</u> (*Interest Rate*) of the WIFIA Master Agreement.
 - Section 7. [Reserved].
 - Section 8. <u>Payment of Principal and Interest.</u>
- (a) <u>Payment of WIFIA Debt Service</u>. Payments of WIFIA Debt Service shall be made by the Borrower on each Payment Date occurring on or after the First Payment Date as provided in <u>Section 8(a)</u> (*Payment of Principal and Interest Payment of WIFIA Debt Service*) of the WIFIA Master Agreement.
- (b) <u>WIFIA Bond</u>. As evidence of the Borrower's obligation to repay the WIFIA Loan, the Borrower shall issue and deliver to the WIFIA Lender, on or prior to the WIFIA Loan Agreement Effective Date, the WIFIA Bond substantially in the form of <u>Exhibit A</u> (*Form of WIFIA Bond*) to the Master Agreement, having a maximum principal amount of \$225,865,648.
- Section 9. <u>Prepayment</u>. The WIFIA Bond shall be prepaid in accordance with <u>Section 9(a)</u> (*Prepayment Mandatory Prepayment*) of the WIFIA Master Agreement. The Borrower may prepay the WIFIA Loan in accordance with <u>Section 9(b)</u> (*Prepayment Optional Prepayments*) of the WIFIA Master Agreement.
- Section 10. <u>Fees and Expenses</u>. The Borrower shall pay to the WIFIA Lender, in each case pursuant to and in accordance with <u>Section 10</u> (*Fees and Expenses*) of the WIFIA Master Agreement:
 - (a) a one-time Servicing Set-Up Fee equal to \$15,610;
- (b) an annual Construction Period Servicing Fee equal to \$15,610 per annum; provided that the initial Construction Period Servicing Fee shall be in a pro-rated amount equal to \$0 in accordance with Section 10(a)(ii) (Fees and Expenses) of the WIFIA Master Agreement; and

- (c) an Operating Period Servicing Fee equal to \$7,810 per annum; and
- (d) any other applicable fees, costs, charges and expenses pursuant to, and otherwise in accordance with, <u>Section 10</u> (*Fees and Expenses*) of the WIFIA Master Agreement.

ARTICLE III CONDITIONS PRECEDENT

Section 11. Conditions Precedent.

- (a) <u>Conditions Precedent to Effectiveness</u>. The effectiveness of this Agreement is subject to the satisfaction, or the WIFIA Lender's written waiver, as determined by the WIFIA Lender in its sole discretion, of each of the conditions precedent to the effectiveness of this Agreement set forth in <u>Section 11(b)</u> (*Conditions Precedent Conditions Precedent to Effectiveness of Each WIFIA Loan Agreement*) of the WIFIA Master Agreement (each of which is incorporated by reference herein, *mutatis mutandis*, as if set out in this Agreement in full and as if each reference therein to any "Project," any "WIFIA Loan," any "WIFIA Bond," or any "WIFIA Loan, the WIFIA Bond, or this Agreement (as such terms are defined in this Agreement)).
- (b) <u>Conditions Precedent to Disbursements</u>. Notwithstanding anything in this Agreement to the contrary, the WIFIA Lender's obligation to make any disbursement of the WIFIA Loan to the Borrower (including the initial disbursement hereunder) is subject to the satisfaction or the WIFIA Lender's written waiver, as determined by the WIFIA Lender in its sole discretion, of (i) each of the conditions precedent to disbursements set forth in <u>Section 11(c)</u> (*Conditions Precedent Conditions Precedent to Disbursements*) of the WIFIA Master Agreement (each of which is incorporated by reference herein, *mutatis mutandis*, as if set out in this Agreement in full and as if each reference therein to any "WIFIA Loan" or any "WIFIA Loan Agreement" were a reference, respectively, to the WIFIA Loan or this Agreement (as such terms are defined in this Agreement)), and (ii) with respect to the initial disbursement hereunder, demonstration by the Borrower that final concurrence from each relevant Governmental Authority with respect to the portions of the Project subject to the National Historic Preservation Act has been issued and is in full force and effect.

ARTICLE IV REPRESENTATIONS AND WARRANTIES

Section 12. Representations and Warranties of Borrower. The representations and warranties set out in Section 12 (Representations and Warranties of Borrower) of the WIFIA Master Agreement shall be made on the WIFIA Loan Agreement Effective Date and as of each date on which any disbursement of the WIFIA Loan is requested or made, except as otherwise expressly provided in Section 12 of the WIFIA Master Agreement. Each such representation and warranty is incorporated by reference herein, mutatis mutandis, for the benefit of the WIFIA Lender as if set out in this Agreement in full (and as if each reference therein to "this Agreement" were a reference to this Agreement and as if each reference therein to (a) any "Project" or the "Master Program", (b) any "WIFIA Loan" or (c) any "WIFIA Bond" were a reference, respectively, to (i) the Project, (ii) the WIFIA Loan or (iii) the WIFIA Bond (as such terms are

5

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defined in this Agreement)). The Borrower acknowledges that it makes such representations and warranties with the intention of inducing the WIFIA Lender to enter into this Agreement and the other WIFIA Loan Documents and to advance the WIFIA Loan to the Borrower, and that the WIFIA Lender has entered into this Agreement and the other WIFIA Loan Documents on the basis of, and in full reliance on, each such representation and warranty.

Section 13. Representations and Warranties of WIFIA Lender. The representations and warranties set out in Section 13 (Representations and Warranties of WIFIA Lender) of the WIFIA Master Agreement shall be made on the WIFIA Loan Agreement Effective Date, mutatis mutandis, for the benefit of the Borrower as if set out in this Agreement in full (and as if each reference therein to any "WIFIA Loan" were a reference to the WIFIA Loan (as such term is defined in this Agreement)).

ARTICLE V COVENANTS

Section 14. Covenants. The Borrower covenants and agrees, until the date the WIFIA Loan and all of the obligations of the Borrower under the WIFIA Loan Documents with respect to the WIFIA Loan or the Project (other than contingent indemnity obligations) have been irrevocably paid in full in immediately available funds and the WIFIA Lender no longer has any commitment to make disbursements under this Agreement to the Borrower, unless the WIFIA Lender waives compliance in writing, to (x) comply with each of the covenants set forth in the WIFIA Master Agreement, including Section 14 (Affirmative Covenants), Section 15 (Negative Covenants) and Section 16 (Reporting Requirements) of the WIFIA Master Agreement, which covenants are incorporated by reference herein mutatis mutandis as if fully set forth herein (and as if each reference therein to "this Agreement" were a reference to this Agreement and as if each reference therein to (a) any "Project" or the "Master Program," (b) any "WIFIA Loan" or (c) any "WIFIA Bond" were a reference, respectively, to (i) the Project, (ii) the WIFIA Loan or (iii) the WIFIA Bond (as such terms are defined in this Agreement)), and (y) maintain a contract for professional engineering services, which may include, but not be limited to, support for implementation of processes, procedures and systems needed to design, procure, construct, permit, manage and integrate new SWIFT related assets for the SWIFT full scale implementation program, until the earliest of (A) December 31, 2031, (B) substantial completion of all of the project components listed in Schedule I (Master Program Schedule) to the WIFIA Master Agreement or (C) the expenditure of \$90,314,092 in costs thereunder.

- Section 15. [Reserved].
- Section 16. [Reserved].

ARTICLE VI EVENTS OF DEFAULT

- Section 17. Events of Default and Remedies.
- (a) Each Event of Default set out in <u>Section 17</u> (Events of Default and Remedies) of the WIFIA Master Agreement shall constitute an Event of Default under this

6

Agreement, except as otherwise expressly provided in <u>Section 17</u> (*Events of Default and Remedies*) of the WIFIA Master Agreement.

(b) Upon the occurrence and during the continuation of any Event of Default hereunder, the WIFIA Lender shall have each of the rights and remedies to which it is entitled as provided in and with the same effect as described in <u>Section 17</u> (*Events of Default and Remedies*) of the WIFIA Master Agreement.

ARTICLE VII MISCELLANEOUS

- Section 18. <u>Governing Law</u>. This Agreement shall be governed by the federal laws of the United States of America, if and to the extent such federal laws are applicable, and the internal laws of the Commonwealth, if and to the extent such federal laws are not applicable.
- Section 19. <u>Effectiveness</u>. This Agreement shall be effective on the WIFIA Loan Agreement Effective Date.
- Section 20. <u>Termination</u>. This Agreement shall terminate upon the irrevocable payment in full in immediately available funds by the Borrower of the Outstanding WIFIA Loan Balance, together with all accrued interest, fees and expenses with respect thereto; <u>provided</u> that the indemnification requirements of <u>Section 32</u> (*Indemnification*) of the Master WIFIA Agreement, as incorporated herein, the reporting and record keeping requirements of <u>Section 14(p)</u> (*Affirmative Covenants Access; Records*) of the WIFIA Master Agreement, as incorporated herein, and the payment requirements of <u>Section 10</u> (*Fees and Expenses*) shall survive the termination of this Agreement as provided in such sections.
- Section 21. <u>Miscellaneous</u>. <u>Article VII</u> (*Miscellaneous*) of the WIFIA Master Agreement (other than <u>Sections 25</u> (*Governing Law*), <u>34</u> (*Effectiveness*) and <u>35</u> (*Termination*) of the WIFIA Master Agreement) shall be incorporated in this Agreement, *mutatis mutandis*, as if set out in this Agreement in full (and as if each reference therein to "this Agreement" were a reference to this Agreement and as if each reference therein to (a) any "Project" or the "Master Program", (b) any "WIFIA Loan" or (c) any "WIFIA Bond" were a reference, respectively, to (i) the Project, (ii) the WIFIA Loan or (iii) the WIFIA Bond (as such terms are defined in this Agreement)).

[The remainder of this page intentionally left blank; signature pages immediately follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

HAMPTON ROADS SANITATION DISTRICT,

by its authorized representative

By:

Name: Edward G. Henifin

Title: General Manager

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY, acting by and through the Administrator of the Environmental Protection Agency

y: _____

Name: Andrew R. Wheeler Title: Administrator

SCHEDULE I

PROJECT BUDGET

SOURCES OF FUNDS	AMOUNT (\$ USD)	PERCENTAGE (%)
WIFIA Tranche 1 Loan	\$225,865,648	49%
Bonds (Parity with WIFIA Loan)	\$181,000,000	39%
Clean Water SRF Loan	\$54,084,655	12%
Total Sources	\$460,950,303	100%
USES OF FUNDS	AMOUNT (\$ USD)	PERCENTAGE (%)
Program Management of SWIFT	\$90,314,092	20%
James River SWIFT Facility	\$193,431,358	42%
James River Recharge Wells	\$10,200,000	2%
James River Treatment Plant Advanced Nutrient Reduction Improvements	\$134,417,622	29%
Issuance Costs	\$460,000	0%
Interest During Construction	\$32,127,230	7%
Total Project Costs	\$460,950,303	100%
Eligible Project Costs	\$460,950,303	100%

SCHEDULE II

CONSTRUCTION SCHEDULE

Project Component Name	Start Date	Begin Design	Begin Construction	Substantial Completion
Program Management of SWIFT	10/1/2017	7/4/2018	N/A	N/A
James River SWIFT Facility	8/1/2019	11/1/2020	11/1/2021	9/1/2025
James River Recharge Wells	9/1/2019	2/1/2020	10/1/2020	7/1/2025
James River Treatment Plant Advanced Nutrient Reduction Improvements	8/1/2019	10/1/2019	10/1/2021	9/1/2025

SCHEDULE III

PROJECT

The Project, the Borrower's Sustainable Water Initiative for Tomorrow (SWIFT) – Tranche 1 Project, consists of the design and construction of new facilities to improve the water quality of the Chesapeake Bay by reducing surface water discharges from the James River Treatment Plant (JRTP) and improving the quality of effluent from the treatment facility. The Project includes four separate components:

- (1) <u>James River SWIFT Facility</u>, which includes the design, supply, construction, and commissioning of new facilities that will apply advanced water treatment to highly treated wastewater from the JRTP, with the resulting water meeting drinking water quality standards and compatible with the Potomac Aquifer;
- (2) <u>Advanced Nutrient Reduction Improvements</u>, which includes the design, supply, construction, and commissioning of improvements (including nutrient reduction measures) to the secondary treatment process at the JRTP, in order to provide stable source water quality that meets the influent requirements of the full scale SWIFT facility at the JRTP. This component may include demolition of existing facilities as needed to complete this work;
- (3) <u>SWIFT Recharge and Monitoring Well Services</u>, which includes the construction and development of three recharge wells and one on-site monitoring well within the boundaries of the JRTP site; and
- (4) <u>Program Management of SWIFT Full-Scale Implementation</u>, which includes the management of (a) the delivery of the advanced water treatment facilities, recharge wells, monitoring wells, associated pumping and piping systems to support groundwater augmentation, (b) the delivery of the wastewater treatment plant improvements and outfall modifications as necessary to ensure successful SWIFT implementation at proposed facilities, (c) the implementation of the processes, procedures, and systems needed to design, procure, construct, permit, manage, and integrate the new SWIFT related assets into the Borrower's existing systems, and (d) the transaction of the new SWIFT assets to the Borrower's operations and life cycle asset management.

SCHEDULE 12(n)

CONSTRUCTION CONTRACTS

A. Existing Construction Contracts

None.

B. Additional Construction Contracts

Contract Package No.	Description	Est. Bid Award Date		
James River SWIFT Facility/GN016360	James River SWIFT Facility (GN016360) project includes design, construction, and commissioning of new facilities that will apply advanced water treatment to highly treated wastewater from the James River Treatment Plant (JRTP). The resulting SWIFT Water will meet drinking water quality standards and be compatible with the Potomac Aquifer. The proposed facility is expected to have an advanced treatment capacity of 16 million gallons per day (MGD). Design/Build Project Delivery.	December 2020		
James River Recharge Wells/GN016361	This project includes the construction and development of the three recharge wells and one on-site monitoring well within the boundaries of the existing wastewater treatment plant. Design Bid Build Project Delivery.	January 2021		
James River Advanced Nutrient Reduction Improvements/JR013400	James River Treatment Plant Advanced Nutrient Reduction Improvements (JR013400) project includes the design, construction, and commissioning of improvements to the secondary treatment process at the JRTP. These advanced secondary treatment improvements, including nutrient reduction measures, will be required to provide stable source water quality that meets the influent requirements of the Full Scale SWIFT Facility at the JRTP. Design/Build Project Delivery.	December 2020		

EXHIBIT A

ANTICIPATED WIFIA LOAN DISBURSEMENT SCHEDULE

Federal Fiscal Year	Draw Date	<u>Amount</u>
2021	10/1/2020	\$16,053,813
2022	10/1/2021	\$37,286,670
2023	10/1/2022	\$140,868,549
2024	10/1/2023	\$31,656,616
	Total	\$225,865,648

EXHIBIT B

WIFIA DEBT SERVICE

[Attached.]

HRSD - Tranche 1 -WIFIA Loan Amortization Schedule

 Closing Date
 9/28/2020

 Loan Amount
 \$ 225,865,648.00

 Interest rate
 1.42%

 Weight Average Life (year-month)
 33-11

 Maturity
 4/1/2060

Period Start Date	Period End Date	Period Payment Date	Disbursements in Period	Capitalized Interest	Interest Payment	Principal Repayment	% of Maximum Principal Outstanding	Semi-annual Debt Service Payment	Ending Balance
7/11/2019	9/30/2019	10/1/2019	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
10/1/2019 4/1/2020	3/31/2020 9/30/2020	4/1/2020 10/1/2020	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00	0.00%	\$0.00 \$0.00	\$0.00 \$0.00
10/1/2020	3/31/2021	4/1/2021	\$16,053,813.00	\$0.00	\$113,982.08	\$0.00	0.00%	\$113,982.08	\$16,053,813.00
4/1/2021	9/30/2021	10/1/2021	\$0.00	\$0.00	\$113,982.08	\$0.00	0.00%	\$113,982.08	\$16,053,813.00
10/1/2021	3/31/2022	4/1/2022	\$37,286,670.00	\$0.00	\$378,717.44	\$0.00	0.00%	\$378,717.44	\$53,340,483.00
4/1/2022	9/30/2022	10/1/2022	\$0.00	\$0.00	\$378,717.43	\$0.00	0.00%	\$378,717.43	\$53,340,483.00
10/1/2022	3/31/2023	4/1/2023	\$140,868,549.00	\$0.00	\$1,378,884.13	\$0.00	0.00%	\$1,378,884.13	\$194,209,032.00
4/1/2023	9/30/2023	10/1/2023	\$0.00	\$0.00	\$1,378,884.13	\$0.00	0.00%	\$1,378,884.13	\$194,209,032.00
10/1/2023	3/31/2024	4/1/2024	\$31,656,616.00	\$0.00	\$1,603,646.11	\$0.00	0.00%	\$1,603,646.11	\$225,865,648.00
4/1/2024	9/30/2024	10/1/2024	\$0.00	\$0.00	\$1,603,646.11	\$0.00	0.00%	\$1,603,646.11	\$225,865,648.00
10/1/2024	3/31/2025	4/1/2025	\$0.00	\$0.00	\$1,603,646.11	\$112,932.83	0.05%	\$1,716,578.94	\$225,752,715.17
4/1/2025 10/1/2025	9/30/2025	10/1/2025	\$0.00	\$0.00	\$1,602,844.28	\$112,932.83	0.05%	\$1,715,777.11	\$225,639,782.34
4/1/2026	3/31/2026 9/30/2026	4/1/2026 10/1/2026	\$0.00 \$0.00	\$0.00 \$0.00	\$1,602,042.46 \$1,601,240.64	\$112,932.83 \$112,932.83	0.05%	\$1,714,975.29 \$1,714,173.47	\$225,526,849.51
10/1/2026	3/31/2027	4/1/2027	\$0.00	\$0.00	\$1,600,438.81	\$112,932.83	0.05%	\$1,713,371.64	\$225,300,983.85
4/1/2027	9/30/2027	10/1/2027	\$0.00	\$0.00	\$1,599,636.99	\$112,932.83	0.05%	\$1,712,569.82	\$225,188,051.02
10/1/2027	3/31/2028	4/1/2028	\$0.00	\$0.00	\$1,598,835.17	\$112,932.83	0.05%	\$1,711,768.00	\$225,075,118.19
4/1/2028	9/30/2028	10/1/2028	\$0.00	\$0.00	\$1,598,033.34	\$112,932.83	0.05%	\$1,710,966.17	\$224,962,185.36
10/1/2028	3/31/2029	4/1/2029	\$0.00	\$0.00	\$1,597,231.52	\$112,932.83	0.05%	\$1,710,164.35	\$224,849,252.53
4/1/2029	9/30/2029	10/1/2029	\$0.00	\$0.00	\$1,596,429.70	\$112,932.83	0.05%	\$1,709,362.53	\$224,736,319.70
10/1/2029	3/31/2030	4/1/2030	\$0.00	\$0.00	\$1,595,627.87	\$112,932.83	0.05%	\$1,708,560.70	\$224,623,386.87
4/1/2030	9/30/2030	10/1/2030	\$0.00	\$0.00	\$1,594,826.05	\$112,932.83	0.05%	\$1,707,758.88	\$224,510,454.04
10/1/2030	3/31/2031	4/1/2031	\$0.00	\$0.00	\$1,594,024.23	\$112,932.83	0.05%	\$1,706,957.06	\$224,397,521.21
4/1/2031	9/30/2031	10/1/2031	\$0.00	\$0.00	\$1,593,222.41	\$112,932.83	0.05%	\$1,706,155.24	\$224,284,588.38
10/1/2031	3/31/2032	4/1/2032	\$0.00	\$0.00	\$1,592,420.58	\$112,932.83	0.05%	\$1,705,353.41	\$224,171,655.55
4/1/2032	9/30/2032	10/1/2032	\$0.00	\$0.00	\$1,591,618.76	\$112,932.83	0.05%	\$1,704,551.59	\$224,058,722.72
10/1/2032	3/31/2033	4/1/2033	\$0.00 \$0.00	\$0.00 \$0.00	\$1,590,816.94	\$112,932.83	0.05%	\$1,703,749.77	\$223,945,789.89
4/1/2033 10/1/2033	9/30/2033 3/31/2034	10/1/2033 4/1/2034	\$0.00	\$0.00	\$1,590,015.11 \$1,589,213.29	\$112,932.83 \$112,932.83	0.05%	\$1,702,947.94 \$1,702,146.12	\$223,832,857.06
4/1/2034	9/30/2034	10/1/2034	\$0.00	\$0.00	\$1,588,411.47	\$112,932.83	0.05%	\$1,701,344.30	\$223,606,991.40
10/1/2034	3/31/2035	4/1/2035	\$0.00	\$0.00	\$1,587,609.64	\$112,932.83	0.05%	\$1,700,542.47	\$223,494,058.57
4/1/2035	9/30/2035	10/1/2035	\$0.00	\$0.00	\$1,586,807.82	\$112,932.83	0.05%	\$1,699,740.65	\$223,381,125.74
10/1/2035	3/31/2036	4/1/2036	\$0.00	\$0.00	\$1,586,006.00	\$112,932.83	0.05%	\$1,698,938.83	\$223,268,192.91
4/1/2036	9/30/2036	10/1/2036	\$0.00	\$0.00	\$1,585,204.17	\$112,932.83	0.05%	\$1,698,137.00	\$223,155,260.08
10/1/2036	3/31/2037	4/1/2037	\$0.00	\$0.00	\$1,584,402.35	\$112,932.83	0.05%	\$1,697,335.18	\$223,042,327.25
4/1/2037	9/30/2037	10/1/2037	\$0.00	\$0.00	\$1,583,600.53	\$112,932.83	0.05%	\$1,696,533.36	\$222,929,394.42
10/1/2037	3/31/2038	4/1/2038	\$0.00	\$0.00	\$1,582,798.71	\$112,932.83	0.05%	\$1,695,731.54	\$222,816,461.59
4/1/2038	9/30/2038	10/1/2038	\$0.00	\$0.00	\$1,581,996.88	\$112,932.83	0.05%	\$1,694,929.71	\$222,703,528.76
10/1/2038	3/31/2039	4/1/2039	\$0.00	\$0.00	\$1,581,195.06	\$112,932.83	0.05%	\$1,694,127.89	\$222,590,595.93
4/1/2039	9/30/2039	10/1/2039	\$0.00	\$0.00	\$1,580,393.24	\$112,932.83	0.05%	\$1,693,326.07	\$222,477,663.10
10/1/2039 4/1/2040	3/31/2040 9/30/2040	4/1/2040 10/1/2040	\$0.00 \$0.00	\$0.00	\$1,579,591.41 \$1,578,789.59	\$112,932.83 \$112,932.83	0.05%	\$1,692,524.24 \$1,691,722.42	\$222,364,730.27
10/1/2040	3/31/2041	4/1/2041	\$0.00	\$0.00	\$1,577,987.77	\$112,932.83	0.05%	\$1,690,920.60	\$222,138,864.61
4/1/2041	9/30/2041	10/1/2041	\$0.00	\$0.00	\$1,577,185.94	\$112,932.83	0.05%	\$1,690,118.77	\$222,025,931.78
10/1/2041	3/31/2042	4/1/2042	\$0.00	\$0.00	\$1,576,384.12	\$112,932.83	0.05%	\$1,689,316.95	\$221,912,998.95
4/1/2042	9/30/2042	10/1/2042	\$0.00	\$0.00	\$1,575,582.30	\$112,932.83	0.05%	\$1,688,515.13	\$221,800,066.12
10/1/2042	3/31/2043	4/1/2043	\$0.00	\$0.00	\$1,574,780.47	\$112,932.83	0.05%	\$1,687,713.30	\$221,687,133.29
4/1/2043	9/30/2043	10/1/2043	\$0.00	\$0.00	\$1,573,978.65	\$112,932.83	0.05%	\$1,686,911.48	\$221,574,200.46
10/1/2043	3/31/2044	4/1/2044	\$0.00	\$0.00	\$1,573,176.83	\$112,932.83	0.05%	\$1,686,109.66	\$221,461,267.63
4/1/2044	9/30/2044	10/1/2044	\$0.00	\$0.00	\$1,572,375.01	\$112,932.83	0.05%	\$1,685,307.84	\$221,348,334.80
10/1/2044	3/31/2045	4/1/2045	\$0.00	\$0.00	\$1,571,573.18	\$112,932.83	0.05%	\$1,684,506.01	\$221,235,401.97
4/1/2045	9/30/2045	10/1/2045	\$0.00	\$0.00	\$1,570,771.36	\$112,932.83	0.05%	\$1,683,704.19	\$221,122,469.14
10/1/2045 4/1/2046	3/31/2046 9/30/2046	4/1/2046 10/1/2046	\$0.00 \$0.00	\$0.00 \$0.00	\$1,569,969.54 \$1,569,167.71	\$112,932.83 \$112,932.83	0.05%	\$1,682,902.37 \$1,682,100.54	\$221,009,536.31
10/1/2046	3/31/2047	4/1/2047	\$0.00	\$0.00	\$1,568,365.89	\$112,932.83	0.05%	\$1,681,298.72	\$220,783,670.65
4/1/2047	9/30/2047	10/1/2047	\$0.00	\$0.00	\$1,567,564.07	\$112,932.83	0.05%	\$1,680,496.90	\$220,670,737.82
10/1/2047	3/31/2048	4/1/2048	\$0.00	\$0.00	\$1,566,762.24	\$112,932.83	0.05%	\$1,679,695.07	\$220,557,804.99
4/1/2048	9/30/2048	10/1/2048	\$0.00	\$0.00	\$1,565,960.42	\$112,932.83	0.05%	\$1,678,893.25	\$220,444,872.16
10/1/2048	3/31/2049	4/1/2049	\$0.00	\$0.00	\$1,565,158.60	\$112,932.83	0.05%	\$1,678,091.43	\$220,331,939.33
4/1/2049	9/30/2049	10/1/2049	\$0.00	\$0.00	\$1,564,356.77	\$2,416,762.44	1.07%	\$3,981,119.21	\$217,915,176.89
10/1/2049	3/31/2050	4/1/2050	\$0.00	\$0.00	\$1,547,197.76	\$2,416,762.44	1.07%	\$3,963,960.20	\$215,498,414.45
4/1/2050	9/30/2050	10/1/2050	\$0.00	\$0.00	\$1,530,038.75	\$7,430,979.82	3.29%	\$8,961,018.57	\$208,067,434.63
10/1/2050	3/31/2051	4/1/2051	\$0.00	\$0.00	\$1,477,278.79	\$7,430,979.82	3.29%	\$8,908,258.61	\$200,636,454.81
4/1/2051	9/30/2051	10/1/2051	\$0.00	\$0.00	\$1,424,518.83	\$9,531,530.35	4.22%	\$10,956,049.18	\$191,104,924.46
10/1/2051 4/1/2052	3/31/2052 9/30/2052	4/1/2052 10/1/2052	\$0.00 \$0.00	\$0.00 \$0.00	\$1,356,844.97 \$1,289,171.10	\$9,531,530.35 \$11,699,840.57	4.22% 5.18%	\$10,888,375.32 \$12,989,011.67	\$181,573,394.11 \$169,873,553.54
10/1/2052	3/31/2053	4/1/2053	\$0.00	\$0.00	\$1,289,171.10	\$11,699,840.57	5.18%	\$12,989,011.67	\$158,173,712.97
4/1/2053	9/30/2053	10/1/2053	\$0.00	\$0.00	\$1,200,102.24	\$15,200,758.12	6.73%	\$16,323,791.49	\$142,972,954.85
10/1/2053	3/31/2054	4/1/2054	\$0.00	\$0.00	\$1,015,107.98	\$15,200,758.12	6.73%	\$16,215,866.10	\$127,772,196.73
4/1/2054	9/30/2054	10/1/2054	\$0.00	\$0.00	\$907,182.60	\$14,703,853.69	6.51%	\$15,611,036.29	\$113,068,343.04
10/1/2054	3/31/2055	4/1/2055	\$0.00	\$0.00	\$802,785.24	\$13,574,525.45	6.01%	\$14,377,310.69	\$99,493,817.59
4/1/2055	9/30/2055	10/1/2055	\$0.00	\$0.00	\$706,406.11	\$13,710,044.84	6.07%	\$14,416,450.95	\$85,783,772.75
10/1/2055	3/31/2056	4/1/2056	\$0.00	\$0.00	\$609,064.79	\$13,710,044.84	6.07%	\$14,319,109.63	\$72,073,727.91
4/1/2056	9/30/2056	10/1/2056	\$0.00	\$0.00	\$511,723.47	\$12,987,274.76	5.75%	\$13,498,998.23	\$59,086,453.15
10/1/2056	3/31/2057	4/1/2057	\$0.00	\$0.00	\$419,513.82	\$12,783,995.68	5.66%	\$13,203,509.50	\$46,302,457.47
4/1/2057	9/30/2057	10/1/2057	\$0.00	\$0.00	\$328,747.45	\$11,925,706.22	5.28%	\$12,254,453.67	\$34,376,751.25
10/1/2057	3/31/2058	4/1/2058	\$0.00	\$0.00	\$244,074.94	\$11,925,706.22	5.28%	\$12,169,781.16	\$22,451,045.03
4/1/2058 10/1/2058	9/30/2058 3/31/2059	10/1/2058 4/1/2059	\$0.00 \$0.00	\$0.00 \$0.00	\$159,402.42 \$82,908.51	\$10,773,791.41 \$10,751,204.85	4.77% 4.76%	\$10,933,193.83 \$10,834,113.36	\$11,677,253.62 \$926,048.77
4/1/2059	9/30/2059	10/1/2059	\$0.00	\$0.00	\$6,574.95	\$10,751,204.85	4.76% 0.21%	\$10,834,113.36	\$926,048.77
	3/30/2033	20/2/2033	Ç0.00						
10/1/2059	3/31/2060	4/1/2060	\$0.00	\$0.00	\$3,207.29	\$451,730,90	0.20%	\$454,938,19	\$0.00