

**UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY
WIFIA LOAN AGREEMENT**

for up to \$268,087,870

with

HAMPTON ROADS SANITATION DISTRICT

for the

**SUSTAINABLE WATER INITIATIVE FOR TOMORROW
(SWIFT) – TRANCHE 3 PROJECT
(WIFIA – N19153VA)**

Dated as of September 30, 2024

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WIFIA LOAN AGREEMENT

THIS WIFIA LOAN AGREEMENT (this “**Agreement**”), dated as of September 30, 2024, 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. §§ 3901-3915;

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 submitted an application for WIFIA financial assistance on March 27, 2020, and supplemented such application on May 20, 2024, and the Borrower and the WIFIA Lender entered into that certain WIFIA Master Agreement, dated as of September 28, 2020 and amended and restated as of September 30, 2024 (as so amended, 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, the Borrower has submitted a WIFIA Loan Request, received May 22, 2024 (the “**Project WIFIA Loan Request**”), to the WIFIA Lender pursuant to the WIFIA Master Agreement and thereby requested that the WIFIA Lender make the WIFIA Loan (as defined below) in a principal amount not to exceed \$268,087,870 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 Project WIFIA Loan Request, 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 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 Project WIFIA Loan Request, 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. **Definitions.** 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 anticipated disbursement schedule reflected in the applicable column of Exhibit B (*WIFIA Debt Service*), setting forth 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 Schedule II (*Construction Schedule*), and (b) any updates thereto included in the periodic reports submitted to the WIFIA Lender pursuant to Section 16(d) (*Reporting Requirements – Construction Reporting*) of the WIFIA Master Agreement most recently approved by the WIFIA Lender.

“**Final Maturity Date**” means the earlier of (a) January 1, 2059 (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) the January 1 or July 1 immediately following the Initial Disbursement Date and (b) the Payment Date on or immediately preceding the fifth (5th) anniversary of the Substantial Completion Date.

“**Interest Payment Date**” means each January 1 and July 1.

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

“Principal Payment Date” means each January 1 and July 1, beginning on the date set forth as the “Initial Principal Payment Date” on the Loan Amortization Schedule.

“Project” means the Borrower’s Sustainable Water Initiative for Tomorrow (SWIFT) – Tranche 3 Project, located at various locations within the Borrower’s service area, as described in further detail in Schedule III (*Project*).

“Project Budget” means the budget for the Project attached to this Agreement as Schedule I (*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.

“Project WIFIA Loan Request” has the meaning provided in the recitals hereto.

“Projected Substantial Completion Date” means March 30, 2029, 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 \$268,087,870, 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 Wastewater Revenue Bond, adopted by the Commission on September 24, 2024, 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 Twelfth Supplemental Trust Agreement, dated as of September 30, 2024, by and between the Borrower and the Trustee.

Section 2. Interpretation.

(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.

ARTICLE II THE WIFIA LOAN

Section 3. WIFIA Loan Amount. The principal amount of the WIFIA Loan shall not exceed \$268,087,870. WIFIA Loan proceeds available to be drawn shall be disbursed from time to time in accordance with Section 4 (Disbursement Conditions) hereof and Section 11(c) (Conditions Precedent – Conditions Precedent to Disbursements) of the WIFIA Master Agreement.

Section 4. Disbursement Conditions. The WIFIA Loan shall be disbursed in accordance with Section 4 (Disbursement Conditions) of the WIFIA Master Agreement.

Section 5. [Reserved].

Section 6. Interest Rate. The interest rate with respect to the Outstanding WIFIA Loan Balance for the WIFIA Loan shall be four and fifteen hundredths percent (4.15%) 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 Section 6 (Interest Rate) of the WIFIA Master Agreement.

Section 7. [Reserved].

Section 8. Payment of Principal and Interest.

(a) Payment of WIFIA Debt Service. 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 Section 8(a) (Payment of Principal and Interest – Payment of WIFIA Debt Service) of the WIFIA Master Agreement. No portion of the interest payable on the WIFIA Loan is intended to be capitalized and added to the Outstanding WIFIA Loan Balance.

(b) WIFIA Bond. 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 Exhibit A (Form of WIFIA Bond) to the Master Agreement, having a maximum principal amount of \$268,087,870.

Section 9. Prepayment. The WIFIA Bond shall be prepaid in accordance with Section 9(a) (Prepayment – Mandatory Prepayment) of the WIFIA Master Agreement. The Borrower may prepay the WIFIA Loan in accordance with Section 9(b) (Prepayment – Optional Prepayments) of the WIFIA Master Agreement.

Section 10. Fees and Expenses. The Borrower shall pay to the WIFIA Lender, in each case pursuant to and in accordance with Section 10 (Fees and Expenses) of the WIFIA Master Agreement:

- (a) a one-time Servicing Set-Up Fee equal to \$30,740;
- (b) an annual Construction Period Servicing Fee equal to \$30,740 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;
- (c) an Operating Period Servicing Fee equal to \$9,220 per annum; and
- (d) any other applicable fees, costs, charges and expenses pursuant to, and otherwise in accordance with, Section 10 (Fees and Expenses) of the WIFIA Master Agreement.

ARTICLE III CONDITIONS PRECEDENT

Section 11. Conditions Precedent.

(a) Conditions Precedent to Effectiveness. 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 Section 11(b) (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 Agreement" were a reference, respectively, to the Project, the WIFIA Loan, the WIFIA Bond, or this Agreement (as such terms are defined in this Agreement)).

(b) Conditions Precedent to Disbursements. 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 each of the conditions precedent to disbursements set forth in Section 11(c) (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)).

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 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 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)).

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 Section 17 (*Events of Default and Remedies*) of the WIFIA Master Agreement shall constitute an Event of Default under this

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

ARTICLE VII MISCELLANEOUS

Section 18. Governing Law. 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. Effectiveness. This Agreement shall be effective on the WIFIA Loan Agreement Effective Date.

Section 20. Termination. 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; provided that the indemnification requirements of Section 32 (Indemnification) of the Master WIFIA Agreement, as incorporated herein, the reporting and record keeping requirements of Section 14(p) (Affirmative Covenants – Access; Records) of the WIFIA Master Agreement, as incorporated herein, and the payment requirements of Section 10 (Fees and Expenses) shall survive the termination of this Agreement as provided in such sections.


Section 21. Miscellaneous. Article VII (Miscellaneous) of the WIFIA Master Agreement (other than Sections 25 (Governing Law), 34 (Effectiveness) and 35 (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: 

 y A. Bernas
General Manager and
Chief Executive Officer

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

By: 

Name: Michael S. Regan

Title: Administrator

SCHEDULE I
PROJECT BUDGET

SOURCES OF FUNDS		
WIFIA Loan	268,087,870	36%
Clean Water SRF	73,600,000	10%
Revenue Bonds	268,087,870	36%
Cash	129,637,062	18%
Total Sources	\$739,412,802	100%

USES OF FUNDS		
Project Element	Construction	Total
James River SWIFT (GN016360)	\$112,268,181	\$112,268,181
James River Onsite Recharge Wells (GN016361)	\$6,395,122	\$6,395,122
BH015700 Boat Harbor Treatment Plant Pump Station Conversion	\$159,030,866	\$159,030,866
BH015710 Boat Harbor Treatment Plant Transmission Force Main Section 1	\$85,668,325	\$85,668,325
BH015720 Boat Harbor Treatment Plant Transmission Force Main Section 2	\$22,256,000	\$22,256,000
GN016362 James River Recharge Wells	\$7,778,000	\$7,778,000
JR013400 James River Advanced Nutrient Reduction Improvements	\$26,755,715	\$26,755,715
NP013820 Nansemond Advanced Nutrient Reduction Improvements Phase II	\$55,052,854	\$55,052,854
GN016380 Nansemond SWIFT Facility	\$258,181,900	\$258,181,900
GN016345 Boat Harbor Treatment Plant Pump Station Conversion Land Acquisition	\$3,025,839	\$3,025,839
GN016346 Boat Harbor Transmission Force Main Land Acquisition	\$3,000,000	\$3,000,000
Total Eligible Project Costs	\$739,412,802	\$739,412,802
Total Project Costs	\$739,412,802	\$739,412,802

SCHEDULE II

CONSTRUCTION SCHEDULE

Project Component Name	Design Completion	Construction Start	Substantial Completion
James River SWIFT (GN016360)	1/31/2023	2/07/2022	04/13/2026
James River Onsite Recharge Wells (GN016361)	12/31/2021	12/31/2021	10/10/2023
SWIFT Program Management (GN016320)	6/30/2033	N/A	N/A
Boat Harbor Treatment Plant Pump Station Conversion (BH015700)	6/20/2023	5/15/2023	10/26/2026
Boat Harbor Treatment Plant Transmission Force Main Section 1 (BH015710)	7/03/2023	5/23/2023	6/30/2025
Boat Harbor Treatment Plant Transmission Force Main Section 2 (BH015720)	2/28/2024	7/18/2024	1/09/2026
James River Offsite Recharge Wells (GN016362)	12/21/2021	11/14/2022	6/29/2025
James River Advanced Nutrient Reduction Improvements (JR013400)	1/31/2023	1/04/2022	4/13/2026
Nansemond Advanced Nutrient Reduction Improvements Phase I (NP013810)	7/31/2021	8/31/202	7/07/2021
Nansemond Advanced Nutrient Reduction Improvements Phase II (NP013820)	12/31/2023	3/01/2023	12/15/2025
Nansemond SWIFT Facility (GN016380)	9/30/2025	6/30/2025	3/30/2029
James River SWIFT Land Acquisition (GN016343)	3/31/2022	3/31/2022	3/31/2022
Boat Harbor Treatment Plant Pump Station Conversion Land Acquisition (GN016345)	12/30/2022	12/30/2022	12/30/2022
Boat Harbor Transmission Force Main Land Acquisition (GN016346)	8/26/2024	8/27/2024	8/27/2024

SCHEDULE III

PROJECT

The Project, the Borrower's Sustainable Water Initiative for Tomorrow (SWIFT) – Tranche 3 Project, consists of the design and construction of new facilities and other improvements to improve the water quality of the Chesapeake Bay. The Project includes the following components:

- (1) James River SWIFT Facility, which includes the design, supply, construction, and commissioning of new facilities that will apply advanced water treatment to highly treated wastewater from the James River Treatment Plant ("JRTP"), with the resulting water meeting drinking water quality standards and compatible with the Potomac Aquifer;
- (2) SWIFT Recharge and Monitoring Well Services, which includes the construction and development of three recharge wells and one on-site monitoring well within the boundaries of the JRTP site; and
- (3) Program Management of SWIFT Full-Scale Implementation, 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.
- (4) Boat Harbor Treatment Plant Pump Station Conversion and Transmission Force Main Sections 1 and 2, which includes the conversion of the Boat Harbor Treatment Plant ("BHTP") into a pumping station (including equalization and headworks facilities), the subaqueous crossing of the James River to convey flow to the Nansemond Treatment Plant ("NTP"), and the on-land connection of Section 1 to the NTP;
- (5) James River Advanced Nutrient Reduction Improvements, 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, and may include demolition of existing facilities as needed to complete this work;
- (6) James River Recharge Wells, which includes the construction and development of seven (7) off-site recharge wells and services for the development, logging, testing and conditioning of the well associated with SWIFT at the JRTP site;

- (7) Nansemond SWIFT Facility, which includes the design and construction of advanced water treatment facilities needed to produce SWIFT water at the NTP;
- (8) Nansemond Advanced Nutrient Reduction Improvements Phases 1 and 2, which includes the planning, design and construction of improvements to the NTP to support reliable treatment of raw, screened wastewater from the BHTP service area and raw influent from the NTP service area; and
- (9) Land Acquisition, which includes the purchase and acquisition of land (a) from the City of Newport News to accommodate the construction of infrastructure for the James River SWIFT project, (b) for the BHTP pump station conversion, and (c) to accommodate the Boat Harbor transmission force main of seven recharge wells and one monitoring well.

SCHEDULE 12(n)**CONSTRUCTION CONTRACTS**

Contract Name	Effective Date	Construction Contractor	Amount	Description
BH015700 Boat Harbor Treatment Plant Pump Station Conversion	May 23, 2023	MEB General Contractors Inc.	\$169,447,000.00	Construction contract
BH015710 Boat Harbor Treatment Plant Transmission Force Main Section 1(Subaqueous)	April 26, 2022	Garney Companies, Inc.	\$141,862,736.72	Construction contract
BH015720 Boat Harbor Treatment Plant Transmission Force Main Section 2 (Land)	June 25, 2024	Garney Companies, Inc.	\$49,360,500.00	Construction contract
GN016360 James River SWIFT Facility	January 26, 2021	Ulliman Schutte – Alberici Joint Venture	\$285,377,300.00	Construction contract
GN016362 James River Recharge Wells (Off Site)	May 24, 2022	A.C. Schultes of Md., Inc.	\$42,998,200.00	Construction contract
GN016380 Nansemond SWIFT Facility	April 23, 2024	Garney Companies, Inc.	\$574,278,000.00	Construction contract
JR013400 James River Treatment Plant Advanced Nutrient Reduction Improvements	January 26, 2021	Ulliman Schutte – Alberici Joint Venture	\$249,122,998.00	Construction contract
NP013820 Nansemond Treatment Plant Advanced Nutrient Reduction Improvements Phase II	February 22, 2022	Garney Companies, Inc.	\$309,330,229.00	Construction contract

EXHIBIT A
[RESERVED]

EXHIBIT B
WIFIA DEBT SERVICE

[See attached]