



I. INTRODUCTION AND PURPOSE

Pursuant to the December 19, 2014 Consent Order (CO) between the State Water Control Board of the Commonwealth of Virginia Department of Environmental Quality (DEQ) and the City of Hampton (COH) and 13 other Localities served by the Hampton Roads Sanitation District (HRSD), agreed on a “hybrid regionalization approach” for the development of a Regional Wet Weather Management Plan with HRSD through the execution of a Memorandum of Agreement (MOA) with HRSD in February, 2014. A full copy of the MOA is provided in Appendix A; listed below are the COH requirements for compliance with this MOA as described in Paragraph B “**ROLES AND RESPONSIBILITIES**”:

- a. Maintain and operate Locality-owned collection system assets and any improvements constructed by HRSD in Locality-owned assets as part of the RWWMP. This obligation shall be performed in accordance with any approved Management, Operations, and Maintenance program and industry accepted practices relating to sewer inspection, Sewer System Evaluation Survey work and repair of Significant Defects (not scheduled to be addressed by the RWWMP within a reasonable period of time but excluding those for which HRSD is responsible under Section B.1.j above);
- b. Provide full access to data, information and Locality-owned assets necessary for timely and cost-effective development of the RWWMP. This includes, but is not limited to, flow monitoring data, calibrated hydrologic models, long-term simulations, SSES data and results, Rehabilitation Plans and Preliminary Capacity Assessments including hydraulic models and related calculations;
- c. Maintain and calibrate the existing locality-owned flow monitoring equipment (previously required by the Regional Technical Standards) and provide data at regular intervals in a mutually acceptable form, throughout the development of the RWWMP;
- d. Provide staff and/or consultant resources to coordinate development and implementation of the approved RWWMP as it applies to each Locality in accordance with the approved RWWMP schedule, subject to appropriation, provided that in the event adequate resources are not appropriated, HRSD shall be relieved of its obligations under Section B.1.a with respect to consultation with the Localities and Section B.1.q of this Agreement;
- e. Timely issue any Locality administrative permits in accordance with established processes and, subject to applicable law, timely execute any documents, as necessary for implementation of RWWMP-related improvements in that Locality,

and not unreasonably withhold, condition or delay such permits or execution of documents;

f. Accommodate reasonable contractor requests for standard work hours and maintenance of traffic in accordance with existing Locality policies during implementation of RWWMP improvements within the Locality;

g. Support the modification of the September 26, 2007 Special Order by Consent, as amended, between DEQ, HRSD and the Localities consistent with the changes to the Federal Consent Decree;

h. Upon HRSD's request, provide a written letter of support for a modification of HRSD's Federal Consent Decree to establish HRSD's responsibilities consistent with this Agreement;

i. Cooperate with HRSD and the other Localities as necessary to facilitate the timely implementation of the approved RWWMP; and

j. Provide timely notice of and investigate, in cooperation with HRSD, all capacity-related sanitary sewer overflows.

This Annual Report is structured to follow these responsibilities and briefly presents the work accomplished to maintain compliance with the MOA for the period of July 1, 2014 to June 30, 2015 (Fiscal Year 2015).

II. CMOM ACTIVITIES UNDERTAKEN IN FISCAL YEAR 2015

Section 4.3 of the Hampton CMOM lists the components that make up its CMOM. Listed below are the activities undertaken in FY 2014 for each of the component:

a. 01 Goals to Meet General Standards

There have not been any changes in the CMOM goals this Fiscal Year.

b. 02 A Organization – Administrative and Maintenance Positions

A FOG program coordinator, Regina Duncan, was hired June 30, 2014 to replace the previous FOG coordinator who left the position earlier in the year.

c. 02 B Organization – Chain of Communication for Reporting SSOs

There have not been any changes this Fiscal Year

d. 03 A-E Legal Authority

There have not been any changes to the City's Sewer Use Ordinance this Fiscal Year.

e. 04 B Collection System Map

175 of 225 update requests were completed to the sewer collection GIS and mapping database.

f. 04 C Management of Information

The following updates and upgrades to the Lucity maintenance management system:

- Upgraded to 2015 SP! –to continue take advantage of advances in Web Services capabilities.

g. 04 D1 Gravity Line Cleaning, Inspection, and Testing

The following Gravity Line Cleaning, Inspection and Testing activities were performed during the reporting period:

1. CCTV Inspections

Total LF of CCTV Inspections: 170,400

2. Manhole Inspections

No formal Manhole Inspections were performed. FY 2016, Manhole Inspections are planned to be done with CCTV inspections

3. Sewer Main Smoke Testing

No smoke testing was performed in FY 2015

4. Sewer Main Cleaning

214,800 Linear Feet

h. 04 D4 Gravity Line Construction and Repair

In the spring of 2014, the city completed the development of construction documents to perform needed repairs in Service Areas 12 and 14 as a "pilot" project. The city received construction bids in late June 2014 with the low bid being \$1.48M. The current schedule is to complete in the late summer of 2015. In addition, the following repairs were made in FY 2015:

- 106 gravity sewer mains repaired or replaced
- 89 manholes repaired or replaced

i. 04 D5 Pump Station Maintenance and Operation

The following Pump Station Operation and Maintenance Activities were performed during the reporting period:

Pump Station Preventive Maintenance Inspections Performed in FY 2015.

456 Inspections were performed

j. 04 D6 Force Main Maintenance

List below are the force main repairs performed in FY 2015.

1. Prince Philip St – PS 111 Force main
2. Lynnhaven Dr. – PS 127 Force main

k. 04 D7 FOG Management Program

The City of Hampton FOG Program continues to reach out to both food service establishments (FSE) and residential users. The FOG coordinator has been working with area FSE to educate staff on the proper maintenance of grease control devices and the negative effects of grease in public and private sewer lines. 66 FSE inspections were performed in FY 2015.

We continue our residential outreach efforts including school age programming in eight elementary schools with more scheduled for the current school year. We continue to participate in community events, conduct presentations, and provide targeted neighborhood information canvassing.

l. 04 E Current System Capacity

The City currently monitors its system capacity through two primary functions: Flow monitoring and Hydraulic Modeling. Listed below are the activities performed during the fiscal year:

i. Flow Monitoring

During FY 2015, the City of Hampton performed flow monitoring activity in select locations. Some of this data was determined to be RTS-compliant, while other monitoring sites were primarily used to evaluate metering methods for future use or analysis.

Flow monitoring in service areas 4, 14, 24, 38, and 45 are ongoing and in accordance to industry accepted practices as required by the CO.

Permanent in-line flow meters installed in force mains at select pump stations continued to be evaluated for calibration through drawdown testing. Locations that are out of calibration will be addressed through CMOM activities. Data from the Telog data logging system was used to monitor flow and force main pressures at select pump stations. This data has proven to be inconsistent in its accuracy and is only useful on a case-

by-case basis. Data quality and sensor upkeep will be addressed in the long-term CMOM activities. The SCADA upgrade that is in process is still being evaluated to determine its suitability for producing high quality flow monitoring data for model calibration and I&I analyses.

The City began to implement volumetric flow calculation procedures using the City's SCADA system in FY 2015. 32 service areas with little or no flow monitoring data available were evaluated and dry weather average daily flows and diurnal flow hydrographs were developed. Because of the lack of sufficient data during wet weather events, this data is not suitable for I&I analysis and wet weather event modeling.

m. 04 F Identify and Prioritize Structural Deficiencies

The City of Hampton has been collecting SSES field information under the past two Special Orders by Consent with the Virginia DEQ. The City of Hampton has collected an extensive amount of television inspection data on its sewer pipes over the past 12 years (approximately 80% of all pipes) and needs to prioritize the necessary repairs. In 2015, the city initiated the development an asset management approach to prioritizing its repairs. The age of much of the collection system is a primary concern, but an approach was needed that would fix the most critical locations first and leave older but still functional pipe to be addressed at a later date. This prioritization of repairs is completed through a rating process of each pipe segment by identifying the "Consequence of Failure" of each and identifying the "Probability of Failure" of each. This approach is commonly known as an "Asset Management" or "Business Risk Exposure" approach to collection system operation, maintenance, and repairs so that high priority work is scheduled ahead of lower priority work. This new prioritization approach is expected to be completed in 2016.

n. 04 G Appropriate Training

The following training programs were conducted during Fiscal Year 2015:

Competent Person/Excavation

- I. Lockout/Tag out
- II. Basic Work zone Safety/setup
- III. OSHA 30 hr
- IV. OSHA 10 hr
- V. Confined Space Certification
- VI. Confined Space Refresher
- VII. Erosion & Sediment Control Responsible Land Disturber

-
- VIII. Flagger Certification
 - IX. CPR/First Aid
 - X. Blood Borne Pathogens

o. 05 A-B Design & Performance Standards

The city follows the regional design standards coordinated by HRPDC in conjunction with the city's own Design and Construction Standards. In Fiscal Year 2015, there were no changes to these standards.

p. 06 A-C Monitoring, Measurement and Program Modifications

It was decided during FY 2013 that the current CMOM had sections that are in need of significant updating and budget for updating the CMOM was included in the FY 2015 budget. Significant updates have been made, however the process was put on hold until DEQ modifies or replaces the current CO by the end of December 2014. The CMOM update was resumed in April of 2015 and is expected to be completed in November 2015.

q. 07 A-E Sanitary Sewer Overflow Response Plan (SSORP)

The City of Hampton records all spills, regardless of size. SSOs that are 100 gallons or greater or those that reach State Waters regardless of size are reported in the regional SSORS (Sanitary Sewer Overflow Reporting System) data base.

See attached Appendix B which provides a copy of the City of Hampton SSORS report for the reporting period.

r. 08 A-C System Evaluation and Capacity Assurance Plan

Please refer to CMOM paragraph L "04 E Current System Capacity" for details on how the city evaluates system capacity. Long term capacity assurance is being conducted through the "hybrid" regionalization approach to the Regional Wet Weather Management Plan formalized in the Memorandum of Agreement between the Localities and HRSD. HRSD has also formalized their Regional Sewage Flow Projection Data template in December 2014 that they use to evaluate capacity requests for flow acceptance in the regional system.

The calibrated system hydraulic models created for CO compliance are used to perform capacity evaluations for development requests within the city. During FY 2015, five separate requests were evaluated.

s. 09 CMOM Program Audits

The format of this Annual Report has been changed from previous reports to reflect the components of the city's CMOM. The process of developing this annual report through examining the activities of each component of its CMOM provides the vehicle to assess the performance of the system and make appropriate program improvements moving forward.

III. HRSD/RWWMP COORDINATION IN FISCAL YEAR 2015

a. Locality System Data Updates

Regional Hydraulic Model Users Group meetings were held in advance of the Facility Geodatabase data update on March 2, 2015 and the Flow Parameter Database update of April 6, 2015. The Facility Geodatabase gave HRSD the most recent system info on the portions of the locality collection and pumping system requested by HRSD and CDM-Smith. The Flow Parameter Database gave updated information on the amount of dry and wet weather flows generated in each service area and catchment in the City.

b. City Staff/Consultant Resource Assistance

The city made its staff or its consultant's staff (Woolpert) available to assist HRSD with the development of the RWWMP

c. Locality Permits Coordination for RWWMP Implementation

There is no work being performed on the RRWWMP since it has not been approved by EPA yet.

d. HRSD RWWMP Contractor Coordination

There is no work being performed on the RRWWMP since it has not been approved by EPA yet.

e. Regional Cooperation for RWWMP Implementation

There was a wide variety of coordination activities in FY 2015 amongst the Localities and HRSD. These activities included:

- Meetings of the Capacity Team to discuss progress on the RRWWMP development.
- Meetings with HRSD to coordinate the development of their private I&I reduction program, SSES activities, and model incorporations.
- Meetings of the Regional Model Users Group to discuss issues related to modeling and the RHM.
- Meetings to discuss HRSD's Regional GIS data sharing portal.
- Briefings of the Directors' of Utilities Committee to share progress on compliance with the CO.

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- Quarterly meetings are held with HRSD operations staff to discuss operation issues, consent order issues, HRSD facilities, and City of Hampton facilities.

f. Capacity Related SSOs Notification and Investigations

Capacity related SSOs notifications and investigations are reported through the SSORs reporting system.

IV. SYSTEM PERFORMANCE DURING FISCAL YEAR 2015

See attached Appendix B which provides a copy of the City of Hampton SSORS report for the reporting period.

APPENDIX A – FULL COPY OF MOA WITH HRSD

HAMPTON VA

MEMORANDUM

TO: Mary B. Bunting, City Manager
James "Pete" Peterson, Assistant City Manager

FROM: Anthony D. Reyes, Director of Public Works

DATE: January 9, 2014

RE: Sanitary Sewer Hybrid Regionalization
(Regional Wet Weather Management Plan)

As a follow up to my memorandum dated November 21, 2013, attached please find correspondence from the U.S. Department of Justice, also on behalf of the U.S. Environmental Protection Agency and the Virginia Department of Environmental Quality, supporting the hybrid regionalization approach, also known as the Regional Wet Weather Management Plan ("RWWMP"). Also attached is the Memorandum of Agreement ("MOA") among the Hampton Roads Sanitation District ("HRSD") and all Hampton Roads localities ("Localities") outlining our respective roles and responsibilities to accomplish the RWWMP.

Over the past several months, the MOA has been circulated among the Localities, including legal review, further clarifications, and mutuality of responsibilities among all parties. As illustrated in the attached MOA, HRSD's responsibilities have expanded since the original document was circulated.

Implementation of the RWWMP requires approval by all Localities. Each governing body has been requested to approve the MOA by February 28, 2014. Approval of the MOA is required to permit modifications of the State Consent Order and the Federal Consent Decree. We are prepared to brief Council on January 22 and present it for Council approval on February 12, 2014.

As always, please let us know if you have any questions or would like further clarification.

Attachments



U.S. Department of Justice

Environment and Natural Resources Division

wbf:nf
90-5-1-1-09125

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December 18, 2013

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Ted Henifin
Hampton Roads Sanitation District
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Re: HRSD Request to Defer Regional Wet Weather Management Plan Submission in Order to Evaluate Regionalization

Dear Paul and Ted:

We received Ted Henifin's November 21, 2013 letter regarding the Hampton Roads Sanitation District (HRSD) "Middle Path" regionalization proposal and I am responding on behalf of DOJ, EPA and DEQ. The Middle Path regionalization plan as described in the letter differs from the regionalization plan contemplated in the Second Modification to the Consent Decree (CD). We understand that the Middle Path proposal includes regionalization of the wet weather capacity issue only, will result in HRSD taking sole responsibility for implementing the Regional Wet Weather Management Plan (RWWMP) for the entire region without the purchase of Locality assets, and will allow the region to realize an estimated \$1 billion dollars cost savings in the RWWMP implementation. We support those positive aspects of the Middle-path approach. Those benefits, along with an executed Memorandum of Agreement between the Localities and HRSD, should suffice as a basis to move forward with modification of the CD.

We can proceed with consent decree negotiations in the New Year concurrently with your work on the Memorandum of Agreement with the Localities. Kindly let us know when and how you would like to proceed.

Best wishes for the holiday season.

Sincerely,

Nancy Flickinger
Nancy Flickinger

Cc: EPA Region 3
EPA HQ
VADEQ

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (“Agreement”) is entered into on this ___ day of February, 2014, by and among the Hampton Roads Sanitation District (“HRSD”); and the cities of Chesapeake, Hampton, Newport News, Norfolk, Poquoson, Portsmouth, Suffolk, Virginia Beach, and Williamsburg; the Town of Smithfield; and the counties of Gloucester, Isle of Wight, and York; and the James City Service Authority (each a “Locality” and collectively, the “Localities”).

WHEREAS, HRSD provides wastewater transmission and treatment services for the Localities;

WHEREAS, the Localities individually own and operate sanitary sewer collection systems, which collect sewage within their individual jurisdictional boundaries and deliver it to the HRSD sewer system for conveyance and treatment;

WHEREAS, to address regional wet weather sewer capacity requirements, on February 23, 2010, HRSD, the Virginia Department of Environmental Quality and the United States Environmental Protection Agency entered into a Federal Consent Decree;

WHEREAS, the Federal Consent Decree requires, among other things, that HRSD work in consultation with the Localities to develop a Regional Wet Weather Management Plan (“RWWMP”) that will ensure adequate wet weather sewer capacity in HRSD’s portion of the regional sewer system;

WHEREAS, on June 25, 2012, HRSD, the Localities (excluding Norfolk), and the Commonwealth of Virginia executed an Amendment to the September 26, 2007 Special Order By Consent that requires the Localities (excluding Norfolk) and HRSD to, among other things, develop a RWWMP identical to the plan called for in the Federal Consent Decree;

WHEREAS, on March 17, 2005, HRSD, Norfolk and the Commonwealth of Virginia executed a second phase to the December 17, 2001 Special Order by Consent (collectively, the “Norfolk/HRSD Consent Orders”) that required HRSD and Norfolk, to among other things, address wet weather issues in the City of Norfolk with a Long Term Control Plan requiring a minimum annual investment in sewer infrastructure;

WHEREAS, pursuant to the Norfolk/HRSD Consent Orders, the City of Norfolk has made significant financial investments of over \$100 million, though additional capacity-related investments in the Norfolk sewer system are expected as part of further implementation of the Norfolk/HRSD Consent Order (the “Norfolk/HRSD Consent Order Capacity Projects”);

WHEREAS, substantial additional wet weather capacity-related investments in the Norfolk sewer system (currently estimated to be approximately \$200 million) will still be required to achieve the regional wet weather management capacity goals that will be established

in the approved RWWMP (the “Norfolk System RWWMP Projects.”)

WHEREAS, during the ongoing planning for the RWWMP, HRSD and the Localities conducted a study to determine if HRSD ownership of the Localities’ sewer systems would provide significant capital and operational cost savings to the region’s ratepayers under the RWWMP;

WHEREAS, the regional study was completed in the summer of 2013 and estimated that HRSD ownership of the regional sewers could potentially save the overall region’s ratepayers more than one billion dollars over a 30-year period in capital and operation/maintenance costs as compared to a scenario where HRSD and the Localities independently seek to address wet weather capacity needs, although the amount of savings varied significantly among the Localities;

WHEREAS, full regionalization of the Localities’ sewer systems is unlikely at this time for a variety of reasons;

WHEREAS, a significant portion of the estimated savings from full regionalization can still be obtained for the benefit of the region’s ratepayers if HRSD agrees to take sole responsibility for financing and implementing the approved RWWMP across the entire regional sewer system; and

WHEREAS, if HRSD assumes sole responsibility for funding and implementing the approved RWWMP, HRSD will have to raise its regional rates in order to fund the cost of the approved RWWMP, and each Locality which is a party hereto acknowledges that such rate increases will be necessary in order to achieve the more affordable and cost-effective RWWMP (which each Locality will have the opportunity to provide input into and to challenge if it believes the RWWMP is not an affordable and cost-effective approach);

NOW, THEREFORE, in consideration of the premises, mutual covenants and obligations contained herein, HRSD and the Localities do hereby enter into this Agreement for the purpose of defining the roles, responsibilities, and obligations of HRSD and the Localities for the development, financing, and implementation of the RWWMP and the assurance of adequate wet weather sewer capacity in the Regional Sanitary Sewer System in the future.

A. DEFINITIONS

“2007 MOA” means the Memorandum of Agreement dated June 28, 2007, by and among HRSD; the cities of Chesapeake, Hampton, Newport News, Poquoson, Portsmouth, Suffolk, Virginia Beach, and Williamsburg; the Town of Smithfield; the counties of Gloucester, Isle of Wight, and York; and the James City Service Authority.

“Board” means the State Water Control Board, a permanent citizens body of the Commonwealth of Virginia as described in Virginia Code §§ 62.1-44.7 and 10.1-1184.

“DEQ” means the Department of Environmental Quality, an agency of the Commonwealth of Virginia as described in Virginia Code §10.1-1183.

“EPA” means the United States Environmental Protection Agency.

“Federal Consent Decree” means the Amended Consent Decree filed in the United States District Court for the Eastern District of Virginia on February 23, 2010 (Civil Action No. 2:09cv-481), and any subsequent amendments thereto.

“Party” or “Parties” means one or more signatories to this Agreement.

“Regional Sanitary Sewer System” means the collective sanitary sewer systems owned and operated by HRSD and the Localities, including gravity sewer lines, manholes, pump stations, lift stations, pressure reducing stations, force mains, wastewater treatment plants, and all associated appurtenances.

“Special Order By Consent” means the special order by consent dated September 26, 2007, and any subsequent amendments thereto, by and among the Board and HRSD; the cities of Chesapeake, Hampton, Newport News, Poquoson, Portsmouth, Suffolk, Virginia Beach, and Williamsburg; the Town of Smithfield; the counties of Gloucester, Isle of Wight, and York; and the James City Service Authority.

“Significant Defect” means a physical condition in the sanitary sewer system owned or operated by a Locality, including: (i) existing or imminent structural failures, cave-ins, and similar defects and (ii) significant sources of inflow and infiltration (including but not limited to missing and/or damaged public clean-outs, missing manhole inserts, direct storm water connections, and unsealed manhole pipe penetrations).

“Warranties” means any warranties and/or rights under bonds or similar instruments securing or assuring the quality, adequacy or timeliness of the design, materials, installation or construction of any improvements conveyed by HRSD to a Locality as contemplated in this Agreement.

B. ROLES AND RESPONSIBILITIES

1. HRSD agrees to:

a. Develop a reasonably affordable and cost-effective RWWMP in consultation with the Localities, in accordance with Paragraph 10 of the Federal Consent Decree, to achieve the wet weather capacity requirements of the Federal Consent Decree for the affected portions of the Regional Sanitary Sewer System;

b. Implement the approved RWWMP in accordance with the approved RWWMP long-term schedule;

c. Design and construct all RWWMP projects in accordance with HRSD Standards and Preferences, the applicable portions of the Hampton Roads Planning District Commission Regional Construction Standards, and Locality preferences, policies, or guidelines with respect to operation and maintenance issues where such preferences, policies, or guidelines have been established and are broadly applied by the Locality;

d. Fully fund implementation of the RWWMP regardless of asset ownership through a regional HRSD rate applied equally across all HRSD accounts in the Localities;

e. Upon full implementation of the applicable RWWMP facilities for each HRSD treatment plant service area and the successful completion of the Post-RWWMP Performance Assessment for that service area, HRSD shall be responsible for ensuring and maintaining adequate wet weather capacity for those portions of the Regional Sanitary Sewer System in that service area, whether owned or operated by HRSD or a Locality, up to the applicable capacity level defined in the approved RWWMP;

f. Maintain a flow monitoring program in accordance with the Federal Consent Decree;

g. Investigate, in cooperation with affected Localities, any sanitary sewer overflow where system capacity is reasonably suspected of being a contributing cause or the sole cause of such overflow to determine the actual cause or causes (in support of such inquiry, HRSD shall make available to Localities in a timely manner, upon request, any potentially relevant information it may have) and the appropriate response;

h. Provide to the applicable Locality complete copies of record drawings of improvements constructed by HRSD within that Locality pursuant to the RWWMP within thirty (30) days of completion or amendment of such drawings;

i. Convey to each Locality improvements which HRSD may install or construct pursuant to the approved RWWMP, for addition or modification to the Locality's sewer system;

j. Negotiate and obtain customary commercial Warranties for pavement and other project improvements in Locality systems and enforce such Warranties during warranty periods as necessary, provided that following such warranty period, any assets conveyed to a Locality are the sole responsibility of such Locality;

k. Make available to the Localities information HRSD uses in the development and implementation of the RWWMP and any other relevant information HRSD may have;

l. Comply with applicable Locality ordinances and other laws and regulations in the planning, design, and implementation of the RWWMP;

m. Assume regulatory liability for wet weather overflows occurring upon completion of the RWWMP implementation (including the Post RWWMP Implementation Performance Assessment) and which are determined to result from lack of adequate capacity as defined in the RWWMP for such sanitary sewer overflows;

n. Reimburse, to the extent permitted by law, any Locality for reasonable claims paid to any third-party resulting from wet weather overflows occurring upon completion of the RWWMP implementation (including the Post RWWMP Implementation Performance Assessment) and which are determined to result from lack of adequate capacity as defined in the RWWMP for such sanitary sewer overflows, provided that HRSD retains the right to assert governmental immunity as allowed by law if HRSD determines a claim is unreasonable or due to causes beyond HRSD's control;

o. Provide staff and/or consultant resources to coordinate development and implementation of the approved RWWMP as it applies to each Locality in accordance with the approved RWWMP schedule;

p. Issue in a timely manner and in accordance with established processes any approvals, and timely execute any documents, necessary for implementation by a Locality of improvements or management, operations or maintenance measures as required by the RWWMP or contemplated by the Special Order by Consent, and not unreasonably withhold, condition or delay such approvals or execution of documents;

q. Support the modification of the Special Order by Consent between DEQ, HRSD and the Localities consistent with the changes to the Federal Consent Decree;

r. Consult with the Localities as necessary to facilitate the timely implementation of the approved RWWMP; and

s. Cooperate with Localities when requested to incorporate other locally funded infrastructure improvements as part of any RWWMP project, provided that HRSD can do so consistent with the approved RWWMP schedule and HRSD's project-related costs do not increase by more than ten percent (10%) (a Locality may pay any amount of additional HRSD cost above the 10% threshold in order to satisfy this condition).

2. Each Locality agrees to:

a. Maintain and operate Locality-owned collection system assets and any improvements constructed by HRSD in Locality-owned assets as part of the RWWMP. This obligation shall be performed in accordance with any approved Management, Operations, and Maintenance program and industry accepted practices relating to sewer inspection, Sewer System Evaluation Survey work and repair of Significant Defects (not scheduled to be addressed by the RWWMP within a reasonable period of time but excluding those for which HRSD is responsible under Section B.I.j above);

b. Provide full access to data, information and Locality-owned assets necessary for timely and cost-effective development of the RWWMP. This includes, but is not limited to, flow monitoring data, calibrated hydrologic models, long-term simulations, SSES data and results, Rehabilitation Plans and Preliminary Capacity Assessments including hydraulic models and related calculations;

c. Maintain and calibrate the existing locality-owned flow monitoring equipment (previously required by the Regional Technical Standards) and provide data at regular intervals in a mutually acceptable form, throughout the development of the RWWMP;

d. Provide staff and/or consultant resources to coordinate development and implementation of the approved RWWMP as it applies to each Locality in accordance with the approved RWWMP schedule, subject to appropriation, provided that in the event adequate resources are not appropriated, HRSD shall be relieved of its obligations under Section B.1.a with respect to consultation with the Localities and Section B.1.q of this Agreement;

e. Timely issue any Locality administrative permits in accordance with established processes and, subject to applicable law, timely execute any documents, as necessary for implementation of RWWMP-related improvements in that Locality, and not unreasonably withhold, condition or delay such permits or execution of documents;

f. Accommodate reasonable contractor requests for standard work hours and maintenance of traffic in accordance with existing Locality policies during implementation of RWWMP improvements within the Locality;

g. Support the modification of the September 26, 2007 Special Order by Consent, as amended, between DEQ, HRSD and the Localities consistent with the changes to the Federal Consent Decree;

h. Upon HRSD's request, provide a written letter of support for a modification of HRSD's Federal Consent Decree to establish HRSD's responsibilities consistent with this Agreement;

i. Cooperate with HRSD and the other Localities as necessary to facilitate the timely implementation of the approved RWWMP; and

j. Provide timely notice of and investigate, in cooperation with HRSD, all capacity-related sanitary sewer overflows.

C. REMEDIES AND RESERVATIONS OF RIGHTS

1. If any Party shall fail to perform or observe any of the material terms, conditions, or provisions of this Agreement applicable to it, and said failure is not rectified or cured within thirty (30) days after receipt of written notice thereof from another Party, then the defaulting Party shall be deemed in breach of this Agreement; provided, however, that no Party shall have a

right to issue a notice of default pursuant to this Section C.1 until the dispute resolution procedures set forth in Section C.2 below have been exhausted. The Parties agree that, in the event of a material breach of this Agreement, a non-defaulting Party, which is or would be harmed by the breach, may seek injunctive relief or specific performance of the defaulting Party's obligations without the requirement to post a bond. The Parties acknowledge that each Party's performance of its material obligations is valuable and unique and that, for purposes of allowing the non-defaulting Party to seek injunctive relief, the failure of a Party to perform its material obligations hereunder may result in irreparable injury to the other Parties. Nothing in this Agreement shall be deemed to modify, alter, or otherwise affect such other rights and remedies as may be available to the Parties under applicable law or equity.

2. If any dispute arises with respect to the alleged failure of any Party to perform or observe any of the material terms, conditions, or provisions of this Agreement applicable to it, as a condition precedent to instituting a formal action in a court with competent jurisdiction, the parties shall first attempt to resolve the dispute through the dispute resolution procedures contained in this Section C.2. A Party may initiate the dispute resolution procedures of this Section C.2 by providing to the other Parties to the dispute written notice of the existence and nature of the dispute. Within thirty (30) days of such notice, the Parties to the dispute shall meet and attempt in good faith to resolve the dispute. Upon the request of any Party to the dispute, the Parties to the dispute shall participate in non-binding mediation. The mediator shall be selected by mutual agreement of the Parties to the dispute, and the cost of the mediator shall be shared equally by those Parties engaged in the mediation. If the dispute cannot be resolved within sixty (60) days after receipt of written notice of the dispute or any reasonable extension as may be mutually agreed upon by the Parties, then any Party to the dispute may elect to end dispute resolution by providing written notice of such election to the other Parties to the dispute, in which case the dispute resolution procedures shall be deemed to have been exhausted. The dispute resolution procedures may also be deemed exhausted by written agreement of all the Parties to the dispute.

3. Nothing herein shall be construed as or otherwise constitute a waiver or release by any Party of any right, power, immunity, or standing of that Party that may exist pursuant to applicable law or regulation, including, without limitation, such right or standing to appeal or seek review of any case decision or other reviewable determination of the Board, DEQ, EPA, a Court having jurisdiction over the dispute, or any other agency or governmental body related to the matters addressed in this Agreement, the Federal Consent Decree, or the Special Order By Consent.

D. MISCELLANEOUS

1. Amendments to Agreement. Amendments to this Agreement must be in writing and signed by all the Parties.

2. Entire Agreement. This Agreement contains the entire agreement among the Parties with respect to the subject matter hereof and supersedes all prior agreements, written or oral, with respect thereto, including the 2007 MOA.

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

4. Authority. The Parties represent that they have the authority to enter into this Agreement and that the individuals signing this Agreement on their behalf have the requisite power and authority to bind the Parties to its terms and conditions. This Agreement shall apply to, and be binding upon the Parties, their elected officials, officers, agents, employees, successors, and assigns.

5. Reservation. Except as expressly provided herein, nothing in this Agreement shall be construed to limit or otherwise affect the authority, rights, or responsibilities of the Parties.

6. Notices and Written Communications. All notices and written communication pursuant to this Agreement shall be submitted to the recipients listed in Attachment A. A Party may change its designated notice recipient by so informing all other Parties in writing.

7. Effective Date. This Agreement shall be effective and binding upon its execution by all Parties and shall continue in effect until terminated in accordance with Section D.11.

8. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Virginia, without regard to the conflict of laws and rules thereof.

9. Force Majeure. No Party shall be responsible for its failure to fulfill an obligation pursuant to this Agreement to the extent that such failure is due to acts of God; strikes; war or terrorism; the actions of a third party; the actions of another Party; lockouts; or other events not reasonably within the control of the Party claiming force majeure. A Party experiencing a force majeure event that prevents fulfillment of a material obligation hereunder shall (a) give the other Parties 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.

10. 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.

11. Termination. This Agreement shall terminate (a) if the Motion to Amend the Federal Consent Decree contemplated herein is either not filed with the Court by May 31, 2014 or is filed but denied by the Court; (b) if the Federal Consent Decree is not amended as contemplated herein by August 31, 2014; (c) if the State Special Order by Consent is not, by December 31, 2014, either (1) rescinded in its entirety or (2) amended to relieve the Localities of any obligation to develop, fund, and implement the Regional Wet Weather Management Plan; or (d) upon the written agreement of all Parties. If this Agreement is terminated for any reason,

except upon the agreement of HRSD, then HRSD reserves the right to assert a force majeure under the Federal Consent Decree.

12. Not for Benefit of Third Parties. This Agreement and each and every provision hereof is for the exclusive benefit of the Parties and not for the benefit of any third party.

13. Binding Effect. This Agreement shall inure to the benefit of the Parties and shall, to the maximum extent permitted by law, be binding on the Parties and their successors and assigns.

[REST OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officials as of the dates next to their respective signatures as shown below.

**(ELECTRONIC SIGNATURES OF ALL PARTIES TO THE AGREEMENT
WILL BE CONSOLIDATED ON THIS PAGE IN THE FINAL DOCUMENT)**

LIST OF SIGNATORIES

CITY OF CHESAPEAKE

GLOUCESTER COUNTY

CITY OF HAMPTON

ISLE OF WIGHT COUNTY

JAMES CITY COUNTY

CITY OF NEWPORT NEWS

CITY OF NORFOLK

CITY OF POQUOSON

CITY OF PORTSMOUTH

CITY OF SUFFOLK

CITY OF VIRGINIA BEACH

CITY OF WILLIAMSBURG

YORK COUNTY

TOWN OF SMITHFIELD

HAMPTON ROADS SANITATION DISTRICT

This listing of participants is followed by the signature page to be completed by each party.

IN WITNESS WHEREOF, the Party has caused this Agreement to be executed by their duly authorized officials as shown below.

By: _____

Date: _____

Locality: _____

Date: _____

Attest: _____

ATTACHMENT A

List of Individuals to Receive Notices Pursuant to Paragraph D.6:

[List Notice Parties]

APPENDIX B – SSORS REPORT

SSORS Database - SPILL																
Jurisdiction: All																
Date Range, Reported between 07/01/2014 AND 06/30/2015																
DEQ IR	Reported Date	Responsible Party	Possible Receptors	Site Name	Site Address	SSO Classification	Description of Incident	Date of Incident	Date Under Control	Spill Duration	Description of Materials	Corrective Action	Quantity	Units	Amount Recovered	Amount Reaching State Waters
SSORS#2015-T-104003	7/9/2014 7:29	City of Hampton	CHESAPEAKE BAY	532 LASALLE AVE	532 LASALLE AVE	Other	SSO FROM USMH 208-1154 INTO STORM DRAIN.	7/8/2014 17:55	7/8/2014 18:28	0 hour(s) 33 minute(s)	Sanitary Sewer	CLEARED BLOCKAGE FROM DSMH 208-999 AND CLEANED GRAVITY MAIN. -----July 9, 2014 07:29 AM-----	65	Gallons	0	65
SSORS#2015-T-104065	9/9/2014 17:09	City of Hampton	New Market Creek	Joynes Road	328 Joynes Road	Capacity-Weather Related	Overflow due to heavy rain	9/9/2014 7:00	9/9/2014 14:00	7 hour(s) 0 minute(s)	Sanitary Sewer	Collection system caught back up due to heavy rains and overflow stopped. Area was washed down and limed. -----September 9, 2014 05:09 PM-----	31,500	Gallons	0	31,500
SSORS#2015-T-104066	9/9/2014 17:18	City of Hampton	Hampton River	Settlers Landing Road	536 Settlers landing Road	Capacity-Weather Related	Overflows due to heavy rains.	9/9/2014 7:00	9/9/2014 14:00	7 hour(s) 0 minute(s)	Sanitary Sewer	Collection system caught back up after rain stopped. Area was washed down and lime was put down. -----September 9, 2014 05:18 PM-----	31,500	Gallons	0	31,500
SSORS#2015-T-104067	9/9/2014 17:24	City of Hampton	NewMarket Creek	Candlewood Dr	4124 Candlewood Drive	Capacity-Weather Related	Overflows due to heavy rains	9/9/2014 7:00	9/9/2014 16:00	9 hour(s) 0 minute(s)	Sanitary Sewer	Collection system caught back up as rain stopped. Washed down spill area and put down lime. -----September 9, 2014 05:24 PM-----	13,500	Gallons	0	13,500
SSORS#2015-T-104068	9/9/2014 17:33	City of Hampton	Hampton River	Armistead & Queens St	1 South Armistead Ave	Capacity-Weather Related	Overflow due to heavy rain	9/9/2014 7:00	9/9/2014 13:00	6 hour(s) 0 minute(s)	Sanitary Sewer	Collection system caught back up as rain stopped. Washed down spill area and put down lime. -----September 9, 2014 05:33 PM-----	27,000	Gallons	0	27,000
SSORS#2015-T-104069	9/9/2014 17:36	City of Hampton	Hampton River	Congress ave	Congress Ave and Ericson Drive	Capacity-Weather Related	Overflow due to heavy rains	9/9/2014 7:00	9/9/2014 11:00	4 hour(s) 0 minute(s)	Sanitary Sewer	Collection system caught back up as rain stopped. Washed down spill area and put down lime. -----September 9, 2014 05:36 PM-----	6,000	Gallons	0	6,000
SSORS#2015-T-104070	9/9/2014 17:39	City of Hampton	Hampton River	148 Lasalle Ave	148 Lasalle Ave	Capacity-Weather Related	Overflow due to heavy rains	9/9/2014 7:00	9/9/2014 11:00	4 hour(s) 0 minute(s)	Sanitary Sewer	Collection system caught back up as rain stopped. Washed down spill area and put down lime. -----September 9, 2014 05:39 PM-----	6,000	Gallons	0	6,000
SSORS#2015-T-104071	9/9/2014 17:50	City of Hampton	James River	Shell Rd & Teach St	2111 Shell Road	Capacity-Weather Related	Overflows due to heavy rains	9/8/2014 20:00	9/9/2014 14:00	18 hour(s) 0 minute(s)	Sanitary Sewer	Collection system caught back up as rain stopped. Washed down spill area and put down lime. -----September 9, 2014 05:50 PM-----	97,200	Gallons	0	97,200
SSORS#2015-T-104073	9/9/2014 17:55	City of Hampton	Newmarket Creek	1615 Victoria Blvd	1615 Victoria Blvd	Capacity-Weather Related	Overflows due to heavy rains	9/8/2014 20:00	9/9/2014 14:00	18 hour(s) 0 minute(s)	Sanitary Sewer	Collection system caught back up as rain stopped. Washed down spill area and put down lime. -----September 9, 2014 05:55 PM-----	27,000	Gallons	0	27,000
SSORS#2015-T-104111	9/11/2014 7:24	City of Hampton	Hampton River	949 N Mallory St	949 N Mallory St	Maintenance-Roots	Main line backed up and coming out of manhole at 949 N Mallory St.	9/10/2014 14:55	9/10/2014 15:05	0 hour(s) 10 minute(s)	Sanitary Sewer	Cleared blockage to stop overflow. At the direction of I&I Manager main was cleaned so that CCTV work could be completed in the a.m to investigate the cause of the overflow. -----September 11, 2014 07:24 AM----- CCTV inspection found roots to be the problem. A work order has been issued to have the roots removed. -----September 12, 2014 11:29 AM-----	100	Gallons	50	50
SSORS#2015-T-104187	1/14/2015 7:45	Abbington at Hampton Center	Newmarket Creek	Abbington Apartments	70 lakeshore Drive, Hampton, VA.	Maintenance-Debris	Private sewer overflow cleared from manhole on City side of the services line.	1/13/2015 14:30	1/13/2015 15:23	0 hour(s) 53 minute(s)	Sanitary Sewer	Cleared blockage gravity mainline between USMH 127P-0260 and DSMH 128-0239 form the DSMH. Washed gravity mainline and notified sewer system owner as of issue. -----January 14, 2015 07:45 AM-----	260	Gallons	0	260

SSORS Database - SPILL																	
Jurisdiction: All Date Range, Reported between 07/01/2014 AND 06/30/2015																	
DEQ IR	Reported Date	Responsible Party	Possible Receptors	Site Name	Site Address	SSO Classification	Description of Incident	Date of Incident	Date Under Control	Spill Duration	Description of Materials	Corrective Action	Quantity	Units	Amount Recovered	Amount Reaching State Waters	
SSORS#2015-T-104193	1/23/2015 9:13	City of Hampton	Chesapeake Bay	PUMP STATION 111	1530 PRINCE PHILLIP ST HAMPTON, VA	Infrastructure	Force main suffered a circumference break under ground.	1/22/2015 12:31	1/22/2015 14:00	1 hour(s) 29 minute(s)	Sanitary Sewer	Pumps at pump station were shutdown and the force main was repaired. Pumps were placed back online after repairs were completed. -----January 23, 2015 09:13 AM-----	325	Gallons	200	125	
SSORS#2015-T-104210	3/4/2015 6:14	City of Hampton	BACK RIVER	1 SALT POND	1 SALT POND, HAMPTON, VA	Maintenance- Other	WATER COMING OUT OF MANHOLE AT ABOUT 50GPM	3/3/2015 19:00	3/3/2015 19:10	0 hour(s) 10 minute(s)	Sanitary Sewer	CLEARED BLOCKAGE AND WASHED GRAVITY MAIN FROM DSMH 204-0138 ----- March 4, 2015 06:14 AM-----	500	Gallons	0	500	
SSORS#2015-T-104214	3/9/2015 16:42	City of Hampton	CHESAPEAKE BAY	514 OLD BUCKROE RD	514 OLD BUCKROE RD HAMPTON, VA	Maintenance- Other	GRAVITY MAIN STOPPAGE CAUSING SSO FROM MANHOLE	3/9/2015 10:50	3/9/2015 11:05	0 hour(s) 15 minute(s)	Sanitary Sewer	CLEARED BLOCKAGE AND WASHED GRAVITY MAIN FROM USMH 225-0221 ----- March 9, 2015 04:42 PM----- March 10, 2015: CCTV inspection of gravity main showed heavy corrosion. Scaled some of the corrosion out of gravity main, but the line will be put on the list to be rehabbed. --- --March 30, 2015 10:57 AM-----	200	Gallons	0	200	
SSORS#2015-T-104215	3/10/2015 6:03	City of Hampton	NEWMARKET CREEK	35 JORDAN DRIVE	35 JORDAN DRIVE HAMPTON, VA	Maintenance- Grease	SSO FROM MANHOLE INTO DRAINAGE DITCH	3/9/2015 16:32	3/9/2015 17:00	0 hour(s) 28 minute(s)	Sanitary Sewer	CLEARED BLOCKAGE WITH STOPPAGE TRUCK. GRAVITY MAIN WILL BE HEAVY CLEANING AND CCTV INSPECTED. ----- March 10, 2015 06:03 AM----- April 06, 2015. Completed heavy cleaning and televising of gravity main. Mainline contained corrosion and grease deposits. ---- -April 7, 2015 07:47 AM-----	225	Gallons	0	225	
SSORS#2015-T-104278	6/4/2015 11:03	Mawusi Scott Property LLC	Back River	Commander Shepard Blvd & Research Dr	3217 Commander Shepard Blvd	Infrastructure	Sanitary sewer spilling out of broken pipe in private pumping station.	6/3/2015 15:00	6/3/2015 15:50	0 hour(s) 50 minute(s)	Sanitary Sewer	HRSD came out and shut their valve to isolate the private station. Mawusi Scott Property LLC had Ziegler plumbing on site cleaning up the overflow. Contact info is Valerie Meade (757)-771-9968 and email is valeriemeade@agapecounselingva.com ----- June 4, 2015 11:03 AM----- Broken pipe was repaired 6/5/15, HRSD opened valve, problem has been resolved. Mawusi Scott Property LLC hired HEPACO environmental cleanup to cleanup the sewer spill. City of Hampton has the building closed/condemned until pump station is put in working order. -----June 8, 2015 07:25 AM-----	30,000	Gallons	10,000	20,000	