

STACK WATER AND WASTEWATER INFRASTRUCTURE AGREEMENT**COVER SHEET**

This Water and Wastewater Infrastructure Agreement is between SI NVA07CAMPUS, LLC, a Delaware limited liability company (“**STACK**”) and the Provider identified below (each a “**Party**” and together the “**Parties**”), is made as of the Effective Date identified below, and includes this Cover Sheet, the Terms and Conditions, Exhibits described and incorporated herein, and any written amendments to this agreement (“**Agreement**”).

The Parties to this Agreement are:

STACK:	SI NVA07CAMPUS, LLC
Provider or County:	Stafford County, Virginia
Effective Date:	_____, 2025
Project(s):	STAFFORD TECHNOLOGY CAMPUS WATER AND WASTEWATER EXHIBITS 1A, 1B, 1C, 1D, 2A, 2B, 2C, 3A, 3B, 3C
Non-Disclosure Agreement:	Between STACK and Provider dated March 10, 2025

Each Party’s contacts to receive notices about this Agreement are:

STACK	Provider
SI NVA07CAMPUS, LLC 1700 Broadway, Suite 1750 Denver, CO 80290 Attn: Timothy Kuester, Chief Legal and Administrative Officer Email: tkuester@stackinfra.com	Stafford County, Virginia 1300 Courthouse Road (Physical) P.O. Box 339 (Mailing) Stafford, VA 22554 Email: CEdwards@staffordcountyva.gov
Legal Notices:	Legal Notices:
Hirschler 725 Jackson Street; Suite 200 Fredericksburg, Virginia Attn: Charles W. Payne, Jr. (540) 604-2108 cpayne@hirschlerlaw.com	Stafford County, Virginia c/o Stafford County Attorney 1300 Courthouse Road (Physical) P.O. Box 339 (Mailing) Stafford, VA 22554 Email: rmclendon@staffordcountyva.gov

Table 1. Service Specifications

Provider Service:	Bridging Potable Water Supply (Cooling Water)	Bridging Sewer (Spent Cooling Water Discharge)	Permanent Reuse Water Supply (Cooling Water)	Permanent Sewer (Spent Cooling Water Discharge)
Infrastructure Design Specifications:	Exhibits 1A and 1B	Exhibits 1C and 1D	Exhibit 2A, 3A, 3B and 3C	Exhibit 2B *
Peak Instantaneous Demand, in gallons per minute (GPM):	████	████	████	████
Maximum Daily Usage, in gallons per day (GPD):	████████ ****	████████	████████ ***	████████ ****
Minimum Number of Data Center Buildings	0	0	22***	22***
Maximum Number of Data Center Buildings	5/6**	5/6**	23***	23***
Minimum Pressure, in Pounds per Square Inch (PSI):	35	N/A	25 PSI at Reuse tank foundation	N/A
Delivery Date by STACK:	April 2027	April 2027	January 2029	January 2029

Additional Service Specifications Information and Terms Required for Above Table 1 and incorporated into the same by this reference:

* Aquia WWTF capacity improvements referenced on Exhibit 2C will be implemented and constructed by the County and funded by STACK through the STACK Contribution (as defined herein) of \$31,800,000 as outlined in Section 1.2(a).

** Indicates maximum number of data center buildings that can be served under bridging conditions. Proffer Section 20 requires this Agreement to limit the maximum bridging water capacity for the project initially to five (5) data center buildings. If the bridging water capacity can support a sixth building, this Agreement may be amended by approval of the Board of Supervisors.

***The number of data center buildings and associated capacity indicated to utilize reuse water from the permanent Reuse Water System will only be reserved for use by STACK once payment of Reuse Availability Fee and pro-rata fees through an established fee study as outlined in Section 3.2 of this Agreement are paid. STACK may pay Availability Fees to reserve additional buildings beyond the maximum if system capacity is available at the sole determination of Provider.

***Stack will provide control valve throttling to ensure that potable water usage for cooling will not exceed two hundred thousand (200,000) gallons per day for each approved CWI Meter or one million (1,000,000) gallons per day total. Once the allowable daily flow has been provided by the Provider, the Provider will discontinue water service for the remainder of the 24-hour period.

STACK WATER AND WASTEWATER INFRASTRUCTURE AGREEMENT

TERMS AND CONDITIONS

ARTICLE 1 – WATER AND SEWER INFRASTRUCTURE

1.1 STACK Infrastructure Obligations.

(a) **Infrastructure Delivery.** Except as otherwise provided in Section 1.2, STACK will design, engineer, construct, and install, the Infrastructure in accordance with the Service Specifications, Good Utility Practice, and Applicable Law. Except as otherwise provided in Section 1.2(a), STACK will be responsible for obtaining all necessary permits to construct the Infrastructure.

(b) **Property Rights & Permits.** Except as provided herein, STACK will use commercially reasonable efforts to obtain all property rights, easements, and permits necessary for STACK to construct the Infrastructure related to bridging water and sewer improvements as well as permanent water and sewer improvements. If STACK is unable to purchase or otherwise obtain said property rights and easements from applicable property owners (other than STACK or its Affiliates), then STACK will request in accordance with Section 23 of the Proffer that Provider acquire, or cause to be acquired, the property rights and easements through use of Provider's condemnation powers. Upon such request, and consistent with Applicable Law (including, but not limited to, Virginia Code § 15.2-1901, *et seq.*) and Section 23 of the Proffer, Provider will promptly and diligently pursue the acquisition of such property rights and easements. STACK will reasonably cooperate with Provider during any condemnation proceedings and will reimburse Provider for all reasonable, necessary, and documented costs of the condemnation, as provided by Section 23 of the Proffer.

(c) **Reporting and Inspection.** Beginning on the 30th day following the Effective Date and continuing each month through completion of construction of the Infrastructure, STACK will update the Provider in writing on STACK's progress in designing, engineering, and constructing the Infrastructure ("**Monthly Report**"). The Parties may agree to increase or decrease the frequency of reporting as the Project moves forward. The Provider may comment on the Monthly Report, inspect progress during construction, and monitor for compliance with design specifications in accordance with this Agreement and applicable Infrastructure permits issued by the Provider. Neither STACK nor its agents will limit, or otherwise prevent access to, any portion of the Infrastructure for inspection purposes by Provider, except as otherwise agreed to by Provider.

(d) ***Design, Construction, and Acceptance Testing Costs.*** STACK will be responsible for payment of all costs incurred to design, construct, and test the Infrastructure contemplated by this Section 1.1.

(e) ***Bridging and Permanent Reuse Water Project Phasing.*** Timing of the issuance of Critical Water Infrastructure (CWI) meters (individually “**CWI Meter**” and sometimes collectively, the “**CWI Meters**”) using Bridging Potable Water as Industrial Cooling Water for the data center buildings on the Property shall be phased to coincide with progress toward completion of the Permanent Reuse Water Supply and Sewer Systems as provided below:

(i) Provider shall issue no fewer than one (1) CWI Meter upon the completion of physical water infrastructure necessary to deliver potable water to the site for data center cooling as set forth in design specifications provided in Exhibits 1A, 1B, 1C, 1D. As well as the completion of the design of all reuse improvements as set forth in design specifications provided in Exhibits 2A and 2B.

(ii) Provider shall issue no fewer than one (1) additional CWI Meter (for a total of at least two (2) CWI Meters) upon construction mobilization for: (1) the Aquia WWTP Level 1 Improvements and reuse pumping station designated as items 1 and 4 in Exhibit 3A of this Agreement (AWS WWIA (as defined herein) Exhibit 2) ; (2) the reuse pipeline and return forcemain work designated as items 2 and 3 in Exhibit 3A of this Agreement (AWS WWIA Exhibit 2) ; and (3) the reuse storage tanks and new Potomac Creek SPS work designated in Exhibits 2A and 2B of this Agreement. Construction mobilization will be determined through completion of typical mobilization activities for the project, including if required, perimeter fence installation, construction trailer installation, and completion of a construction kickoff meeting.

(iii) Provider shall issue no fewer than one (1) additional CWI Meter (for a total of at least three (3) CWI Meters) upon 25% completion of construction for: (1) the Aquia WWTP Level 1 Improvements and reuse pumping station designated as items 1 and 4 in Exhibit 3A of this Agreement (AWS WWIA Exhibit 2) ; (2) for the reuse pipeline and return forcemain work designated as items 2 and 3 in Exhibit 3A of this Agreement(AWS WWIA Exhibit 2); and (3) the reuse storage tanks and new Potomac Creek SPS work designated in Exhibits 2A and 2B of this Agreement. The percentage of completion of this subsection will be solely determined by the County through its examination of County records indicating payment application for at least 25% of the construction contract value of each individual improvement.

(iv) Provider shall issue no fewer than one (1) additional CWI Meter (for a total of at least four (4) CWI Meters) upon 50% completion of construction for: (1) the Aquia WWTP Level 1 Improvements and reuse pumping station designated as items 1 and 4 in Exhibit 3A of this Agreement (AWS WWIA Exhibit 2) ; (2) for the

reuse pipeline and return forcemain work designated as items 2 and 3 in Exhibit 3A of this Agreement (AWS WWIA Exhibit 2) ; and (3) the reuse storage tanks and new Potomac Creek SPS work designated in Exhibits 2A and 2B of this Agreement. The percentage of completion of this subsection will be solely determined by the County through its examination of County records indicating payment application for at least 50% of the construction contract value of each individual improvement.

(v) Provider shall issue no fewer than one (1) additional CWI Meter (for a total of at least five (5) CWI Meters) upon 75% completion of construction for: (1) the Aquia WWTP Level 1 Improvements and reuse pumping station designated as items 1 and 4 in Exhibit 3A of this Agreement (AWS WWIA Exhibit 2) ; (2) for the reuse pipeline and return forcemain work designated as items 2 and 3 in Exhibit 3A of this Agreement (AWS WWIA Exhibit 2) ; and (3) the reuse storage tanks and new Potomac Creek SPS work designated in Exhibits 2A and 2B of this Agreement. The percentage of completion of this subsection will be solely determined by the County through its examination of County records indicating payment application for at least 75% of the construction contract value of each individual improvement.

(vi) Provider will consider issuance of one (1) additional CWI Meter (for a total of at least six (6) CWI Meters upon 75% of completion of construction for: (1) the Aquia WWTP Level 1 Improvements and reuse pumping station designated as items 1 and 4 in Exhibit 3A of this Agreement (AWS WWIA Exhibit 2) ; (2) the reuse pipeline and return forcemain work designated as items 2 and 3 in Exhibit 3A of this Agreement (AWS WWIA Exhibit 2); and (3) the reuse storage tanks and new Potomac Creek SPS work designated in Exhibits 2A and 2B of this Agreement. The percent of completion of this subsection will be solely determined by the County through its examination of County records indicating payment application for at least 75% of the construction contract value of each individual improvement.

(vii) Except as set forth in this Section 1.1, no additional CWI Meters for data center buildings on the Property will be issued until all components of the Reuse Water System are complete (as designated as items 1, 2, 3, and 4 in AWS WWIA Exhibit 2 and this Agreement Exhibits 2A and 2B) and all data center buildings on the Property that commenced on potable water have been converted to the Reuse Water System.

(viii) STACK will work with Provider to develop a weekly progress report format that tracks progress on the water infrastructure projects set forth in this Section 1.1, including achievement of phasing milestones as set forth in this Section 1.1(f).

(ix) Notwithstanding any provision in this Agreement to the contrary, Provider and STACK agree that Provider has the right to issue additional CWI Meters (up to

the first six (6) CWI Meters) if Provider accepts phasing milestones on the Reuse Water System that are not listed above.

(x) Water meters for domestic potable water service are separate from the CWI Meters and issuance for such is not subject to reuse water project phasing.

(f) **Cooling Water Transition.** Provided that the Provider complies with its obligations under Section 1.2 and Industrial Cooling Water is required on STACK's project site, STACK will transition from use of temporary potable water to reuse water for cooling purposes within 90 days following completion of construction, connection transfer, and Provider's acceptance of the Reuse Water System as required by the Proffer.

(g) **Acceptance Testing.** Within 10 days of STACK's written notification of its substantial completion (defined as completion of major construction requirements to a point that only requires final County inspection) of construction of each distinct component of the Infrastructure, the Provider will cause such Infrastructure to be inspected by an independent engineer selected by the Provider and reasonably accepted by STACK (the "**Independent Engineer**") and tested for meeting the approved Infrastructure Plan and Infrastructure Design Specifications. Within 10 days after receipt of the Independent Engineer's inspection, Provider will provide STACK with a list of issues, if any, it reasonably believes are inconsistent with the Infrastructure Plan and Infrastructure Design Specifications. STACK will take reasonable measures to cure any inconsistencies with the Infrastructure Plan or Infrastructure Design Specifications identified by Provider.

(h) **Turnover and Acceptance.** Within 30 days of STACK's substantial completion of construction of Infrastructure, certification by the Independent Engineer of the successful completion of all required acceptance testing, and if applicable, STACK's cure of any inconsistencies with the Infrastructure Plan and Infrastructure Design Specifications, STACK will dedicate, assign, and convey to the Provider, and the Provider will accept, all real and personal property interests related to the Infrastructure including, but not limited to, documents identifying and/or confirming interests in real and personal property, easements, warranties of fitness and other performance guarantees provided by third parties to STACK relating to all facilities, equipment and other property received by STACK, and as-built drawings. The Parties will work cooperatively to transfer to the Provider any (i) governmental approvals held by STACK that, under Applicable Law, must be held by the Provider in order for the Provider to own, maintain, repair, or operate the Infrastructure and (ii) warranty provided by contractors hired by STACK to complete the Infrastructure being accepted by the Provider. STACK will obtain contractor warranties that provide at a minimum, for a term of one (1) year from the date of acceptance of the Infrastructure, that (1) the work is free from defects in materials, equipment or workmanship and that (2) the work was performed consistent with the Design

Specifications and Good Utility Practice. STACK will exercise commercially reasonable efforts to obtain an extended warranty for a term of at least 365 days for any equipment, system, system component, or any other component of the Project that has not been shown to perform to the full satisfaction of the Provider and that has been the subject of repeated service calls during the one-year warranty term. STACK may elect to turnover, and the County will accept, less than all of the Infrastructure, provided that if STACK elects to turn over less than all of the Infrastructure, it may only do so with Permanent Reuse Water Supply - Reuse Storage (Exhibit 2A).

(i) ***Proffer Section 21(d).***

(i) AWS and the County have entered into a separate WWIA, which was approved by the Board of Supervisors on July 2, 2024. The AWS WWIA includes infrastructure improvements to upgrade treatment at Aquia WWTP to meet level 1 reuse standards and to convey reuse water to the Project. Section 21(d) of the Proffer, states “[i]n the event the Reuse Water System construction has not commenced prior to December 31, 2028, and the Applicant requires public water for data center cooling, then the Applicant shall undertake reasonable good faith efforts to assume the responsibility of constructing the Reuse Water System through assignment of the obligation from applicable third parties, which shall be approved by Stafford County” The project specifications on Exhibit 3A (Contingent AWS Permanent Cooling Design Specifications and Exhibit 3B (Contingent AWS Aquia WWTP Level 1 Upgrades) to this Agreement match the project specifications in the AWS WWIA as of the date of this Agreement, unless otherwise approved by AWS, the County, and STACK.

(ii) Section 21(d) of the Proffer also provides, “Notwithstanding Proffer 21.a. above, in the event the responsibility is not assigned or the Reuse Water System is not approved, the Applicant shall either (1) provide a monetary contribution to Stafford County for improvements that would provide for sufficient potable water capacity upgrades to Stafford County’s water infrastructure system that would allow for the use of potable water for permanent data center cooling; or (2) construct improvements that would provide sufficient potable water capacity upgrades to Stafford County’s water infrastructure that would allow for the use of potable water for permanent data center cooling. The monetary contribution amount or required upgrades shall be determined and agreed upon at any period prior to December 31, 2032.” Exhibit 3C to this Agreement describes the parties’ obligations with respect to such contingent potable system upgrades.

1.2 **Provider Infrastructure Obligations.**

(a) **Aquia WWTP Expansion (Scope described on Exhibit 2C)**

(i) In order for the Provider to accept and treat the additional wastewater flow from the STC site, improvements to the Aquia WWTP are required.

Anticipated improvements are described in Exhibit 2C to this Agreement. STACK's sole responsibility with respect to such Exhibit 2C improvements shall be that STACK will make a maximum contribution of Thirty-One Million Eight Hundred Thousand and 00/100 Dollars (\$31,800,000.00) (the "STACK Contribution") toward the improvements. At no time shall STACK be responsible for any amount in excess of the STACK Contribution, regardless of the cost of such Exhibit 2C improvements. Provider will invoice STACK for the initial payment of the STACK Contribution in the amount of Five Million and 00/100 Dollars (\$5,000,000.00) no earlier than ninety (90) days following approval of this Agreement. STACK will pay initial payment within forty-five (45) days following receipt of said invoice. Provider will invoice STACK for the remaining balance in the amount of Twenty-Six Million Eight Hundred Thousand and 00/100 Dollars (\$26,800,000.00) no earlier than four hundred twenty (420) days following the full execution and approval of this Agreement. STACK will pay the said remaining balance within forty-five (45) days following receipt of an invoice from the County. The County will not issue any water meters until the entire contribution of \$31,800,000 is paid in full.

(b) Provider acknowledges that completion of the AWWTP Work pursuant to Exhibit 2C is not necessary for the provision of permanent cooling water service and that Provider's failure to timely fulfill any of the obligations for the AWWTP Expansion will not impact the commissioning or acceptance of the other scope items identified in this Agreement.

(c) ***Plan and Program Updates.*** The Provider, subject to approval of the Stafford County Board of Supervisors, will update its relevant capital utilities planning documents related to water and sewer to incorporate the Infrastructure, and such planning documents may include but are not limited to the Water and Sewer Master Plan, General Water Improvement Program, General Sewer Improvement Program, and Reuse Water System program.

1.3 **Provider Property.** The Infrastructure necessary to provide the Provider Services, other than any Infrastructure located on STACK's project site that is not accepted by Stafford County into its public system, is and will be the property of the Provider upon turn over by STACK in the manner provided by Section 1.1(f) and Section 1.1(g) and acceptance by Provider.

1.4 **Pro Rata Credits.**

(a) Provider will provide credits and reimbursements to STACK consistent with Applicable Law and the Stafford County Department of Utilities Water and Sewer Pro Rata Policy attached as Exhibit 4, adopted pursuant to Resolution R23-325 ("**Pro Rata Policy**"). Unless expressly excluded herein to the extent of any conflict or inconsistency between the Pro Rata Policy and the terms of this Agreement, the terms of the Pro Rata Policy, as attached hereto, will control, except the 1% Administrative Fee shall govern as provided herein.

(b) Provider will require any future developers served by the Infrastructure Improvements other than any Infrastructure located on STACK's project site that is not accepted by Provider into its public system to pay its pro rata share consistent with the Pro Rata Policy.

(c) All Improvements must achieve tentative acceptance, in the sole discretion of Provider, before credits will be provided to STACK. STACK will be deemed by Provider to have earned pro rata credits consistent with Section IV of the Pro Rata Policy, except that STACK will be subject to a 1 percent (1%) Administrative Fee. Reimbursements of pro rata credits will be paid to STACK in accordance with Section IV (3) of the Pro Rata Policy. Provider agrees that STACK's pro rata credits are assignable to STACK's tenant at the Project Site or a STACK Affiliate.

(d) STACK will enter into a separate pro rata agreement with the Provider, which will specify the costs and obligations related to the infrastructure as defined in such pro rata agreement. STACK will pay any pro rata fees that are not otherwise offset by credits granted under the pro rata agreement for infrastructure that is constructed.

1.5 Operation, Maintenance, and Repair Obligations. Upon its acceptance of Infrastructure under this Article 1, the Provider will be solely responsible to operate and maintain, repair, and upgrade, as necessary, the Potable Water System, Reuse Water System, and Sewer System in a manner consistent with Good Utility Practice and in accordance with all Applicable Law.

ARTICLE 2 –TERM, EFFECTIVE DATE, TERMINATION

2.1 Term. Except as provided herein, this Agreement will take effect on the Effective Date and will remain in effect for twenty (20) years, unless earlier terminated as provided herein (the "Term"). The Term may be extended for two additional 5 year periods. To extend the Term either party must provide sixty (60) days written notice of their intention to exercise an additional 5 year period prior to the expiration of the current Term.

2.2 Termination.

(a) **Termination from Closure.** Provider may terminate this Agreement upon 90 days' prior written notice only if (i) the Project permanently ceases its data center operations for more than 12 consecutive months and at least 3 years have passed from the Effective Date and (ii) Provider has paid STACK all amounts due and owing under this Agreement.

(b) **Termination Upon Completion of Infrastructure.** Notwithstanding anything to the contrary, this Agreement may be terminated pursuant to the following events first occurring: (1) the completion of the Infrastructure as provided herein, (2) the Parties' execution of an agreement for Provider utility services to serve the Project,

(3) full payment for Reuse Availability, Reuse Connection, Reuse Pro-Rata Fees, and Reuse Pro-Rata as provided herein, and (4) mutual agreement by the Parties to terminate this Agreement.

(c) **Effect of Termination.** Upon termination of this Agreement, the rights and duties of the Parties arising under this Agreement will terminate except as otherwise provided under Section 8.7 of this Agreement, and Applicable Law, including without limitation the Provider's obligation to continue providing utility services to the Project in accordance with the Provider's approved application for service.

ARTICLE 3 – PROVIDER SERVICES

3.1 **Provider Services.** STACK or STACK's tenant at the Project site will apply for the Provider Services using the Provider's form of "Water/Sewer Application". No later than 10 business days after Provider's receipt of the completed application, the Provider will approve the application and agree to provide the Provider Services in accordance with the Service Specifications set forth in Table 1. After the Provider's tentative acceptance of the Infrastructure (through the process set forth in Stafford County Department of Utilities Water and Sewer Design and Construction Standards, dated June 2024), the Provider will provide the water meter to commence services.

3.2 **Fair Rates.** Provider shall complete two Reuse Water System specific financial studies to determine (1) Reuse Availability, reuse connection and reuse pro-rata fees and (2) ongoing Reuse Water System rates. Both studies shall be completed using industry standard practices. Rates and fees shall allocate all costs fairly and reasonably to customers based on infrastructure capital costs and associated pro rata fees, Provider's costs of providing service, consumption of reuse water, and shall be consistent with Applicable Law.

(a) **Reuse Availability, Connection and Pro Rata.**

The Provider will establish fees for the Reuse Water System, including charges for Reuse Availability, reuse connection and reuse pro rata costs, based on industry-standard practices. These fees are intended to cover the necessary infrastructure and administrative expenses associated with the Reuse Water System including but not limited to County expenditures to relocate certain facilities located at the current Aquia WWTP to accommodate reuse system infrastructure.

STACK will pay the Reuse Availability and connection fees and the 1% Administrative Fee, for all buildings provided in Table 1 that will be constructed by STACK, STACK Affiliates or STACK's tenant. Pro rata credits held by STACK Affiliates or STACK's tenant at the Project site may be applied in lieu of payment of pro rata fees for these constructed data center buildings.

Notwithstanding anything set forth within the Pro Rata Policy, STACK agrees to pay all Reuse Availability, reuse connection and the 1% Administrative Fee within 90 days of the Stafford County Board of Supervisors adopting the applicable fees. Any remaining applicable pro rata will be established in the separate pro rata agreement and shall be paid upon completion and commissioning of the Reuse Water System. Upon the acceptance of these fees, the Provider will supply reuse water to the Stafford Technology Campus, once all necessary improvements outlined in the aforementioned Exhibits are constructed and accepted by the Provider.

Once acquired, as provided under this Section 3.2 (a), STACK may assign any or all the Reuse Availability taps to any STACK affiliated entities or tenants within the Project without the Provider's prior approval, except any assignment to STACK affiliated entities or tenants outside of the Project requires Provider's prior approval. Upon any assignment, STACK will notify the Provider of the assignment and name of the assigned party.

(b) Reuse Water Rates

(i) The Provider will conduct a comprehensive Reuse Water System rate study using industry-standard practices, ensuring that all costs are allocated fairly and reasonably to all reuse customers. This allocation will be based on the Provider's costs of service provision, the consumption of Reuse Water, and in compliance with Applicable Laws. The study will cover all administrative, demand, and usage costs associated with maintaining and operating the Reuse Water System. Once the Reuse Water System is operational, STACK will make required monthly payments to cover the administrative and demand costs for all STACK data center buildings utilizing the Permanent Reuse Water Supply for which a Reuse Availability Fee has been paid. For each said data center building with an issued CWI, the Provider will charge the remaining operational\usage costs. Additionally, the administrative and demand fees may be transferred from STACK to a related entity or the applicable data center building tenant, who will include these costs in their monthly reuse water bill.

3.3 Measurement of Water Quantity. Provider will install, own, operate, and maintain one or more meters that meet all applicable accuracy, precision, and calibration standards established by Good Utility Practice and Applicable Law. The Provider will read each meter to determine the amount of each Provider Services delivered to the Project within 30 days following the end of each calendar month. Charges for Provider Services will be based on the flow rate.

3.4 Failure to Provide Services. Provider must provide notice to STACK at least 10 days in advance if Provider Services will be interrupted for planned maintenance or repairs, and as soon as reasonably possible in the case of a Force Majeure Event. If Provider does not provide Provider Services for more than 24 hours, STACK may, at its discretion, provide its own substitute Provider

Services. Within 24 hours of notice from Provider of the resumption of Provider Services, STACK will cease use of substitute Provider Services.

ARTICLE 4 – FORCE MAJEURE EVENT & CHANGE IN LAW

4.1 **Definition.** A Party will not be responsible for any delay or failure to perform to the extent that the delay or failure to perform is caused by an event or circumstance that (a) is beyond the reasonable control of such Party, (b) was not foreseeable at the time of execution of this Agreement, or if foreseeable, could not have been avoided or overcome by such Party through the exercise of commercially reasonable diligence, and (c) prevents, hinders or delays such Party in its performance of any (or any part) of its obligations under this Agreement (each, a “**Force Majeure Event**”). Subject to the requirements of the prior sentence, Force Majeure Events may include acts of God, sudden actions of the elements such as floods, earthquakes, hurricanes, or tornadoes; high winds, lightning, ice storms or other weather event or physical natural disaster of a strength or duration that is not normally encountered in the area of the Project such as droughts; fire; sabotage; vandalism; terrorism; war; cyber-attacks; invasion; hostilities; rebellion; revolution; requisition, expropriation or compulsory acquisition by any Governmental Authority or any other competent authority; riots; explosion; blockades; insurrection; epidemics; employment strike against a third-party; slow down or labor disruptions (even if such difficulties could be resolved by conceding to the demands of a labor group); or interruptions to transportation.

Under no circumstances will the following events constitute a Force Majeure Event: (i) any acts or omissions of any third party under the control or direction of a Party, including, without limitation, any vendor, customer, or supplier of the Party claiming a Force Majeure Event, unless such acts or omissions themselves result from underlying Force Majeure Events; or (ii) changes in economic or market conditions that affect the costs or benefits of a Party’s performance.

4.2 **Notice and Mitigation.** The Party affected by a Force Majeure Event will promptly notify the other Party in writing of such event, giving details of the Force Majeure Event, its anticipated effect on the affected Party’s performance under this Agreement, and the steps that the affected Party is taking to remedy the delay. Upon the occurrence of a Force Majeure Event, the affected Party will, as promptly as practicable, use all reasonable efforts to eliminate the cause of such Force Majeure Event, reduce costs, and resume performance under this Agreement. Upon cessation of a Force Majeure Event, the affected Party will provide prompt written notice to the other Party.

4.3 **Change in Law.** If changes to an Applicable Law materially impact the enforceability or operation of this Agreement, the Parties will negotiate in good faith to amend this Agreement to preserve the benefits of this Agreement to each Party; provided that this Agreement will be enforced and implemented to the fullest extent permitted by Applicable Law, even if no such amendment is agreed to by the Parties.

ARTICLE 5 – ASSURANCES

5.1 **Assurances.** Each Party will be solely responsible for its own acts and omissions (including the acts and omissions of such Party's respective agents, employees and representatives) resulting in the injury or death to persons or damage or destruction of property sustained or alleged to have been sustained in connection with such Party's performance of this Agreement.

ARTICLE 6 – WARRANTIES AND COVENANTS

6.1 **Procurement Policies.** In connection with this Agreement, Provider will comply with the Procurement Policies and Regulations of Stafford County, Virginia and the Virginia Public Procurement Act (Virginia Code Section 2.2-4300 *et seq.*, as amended).

6.2 **Confidential Information.** The Parties' disclosures and activities in connection with this Agreement and the Project are subject to the Non-Disclosure Agreement indicated in the Cover Sheet ("**NDA**"). If the NDA expires or is terminated during the Term and is not renewed or replaced, the terms of such prior NDA will continue to apply to the Parties' activities in connection with this Agreement and the Project until a new NDA is executed by the Parties.

ARTICLE 7 – DEFAULT AND REMEDIES

7.1 **Events of Default.** Any of the following actions or inactions by a Party will constitute an "**Event of Default**" if such Party (the "**Defaulting Party**"):

(a) **Breach of Obligations.** Fails to perform any material obligations or covenants under this Agreement, which failure continues for 30 days after written notice from the other Party ("**Non-Defaulting Party**").

(b) **Insolvency.** (i) Becomes insolvent or is unable to pay its debts or fails (or admits in writing its inability) generally to pay its debts as they become due; (ii) makes a general assignment, arrangement, or composition with or for the benefit of its creditors; (iii) has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditor's rights, or a petition is presented for its winding-up or liquidation, which proceeding is not dismissed, stayed, or vacated within 30 days thereafter; (iv) commences a voluntary proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights; (v) seeks or consents to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian, or other similar official for it or for all or substantially all of its assets; (vi) has a secured party take possession of all or substantially all of its assets, or has a distress, execution, attachment, sequestration, or other legal process levied, enforced, or sued on or against all or substantially all of its assets; (vii) causes or is subject to any event with respect to it which, under the Applicable Law of any jurisdiction, has an analogous effect to any of the events specified in clauses (i) to (vi)

inclusive; or (viii) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts.

7.2 Remedies for Event of Default. Upon the occurrence of an Event of Default and notice (as provided herein) to the Defaulting Party, the Non-Defaulting Party may:

- (a) Suspend performance of its obligations under this Agreement;
- (b) Receive from the Defaulting Party direct damages incurred by the Non-Defaulting Party in connection with such Event of Default, if so unless ordered by a court of competent jurisdiction; and
- (c) Terminate this Agreement upon 30 days' written notice; provided, that if the Event of Default cannot be cured within 30 days of the notice of intent to terminate, but the Defaulting Party is working diligently to cure such Event of Default, then the 30-day cure period will be extended day-for-day up to a total of 90 days so long as (i) the Event of Default remains reasonably susceptible to cure and (ii) the Defaulting Party provides periodic (not less than weekly) updates regarding its efforts and progress.

7.3 Limitation of Damages. Damages payable under this Agreement will be limited to direct damages. Except for damage to the AWWTP caused by STACK, in no event will STACK be liable to the Provider for damages in excess of \$25,000,000. Neither Party will be liable to the other for indirect, special, consequential, incidental, exemplary, or punitive damages including, without limitation, lost profits, lost production, or lost revenues, arising out of this Agreement.

7.4 No Waiver. A Party's failure at any time or times to require strict performance by the other Party of any provision of this Agreement will not waive, affect, or diminish any right of such Party thereafter to demand strict compliance and performance herewith or therewith. Any suspension or waiver of an Event of Default will not suspend, waive, or affect any other Event of Default whether the same is prior or subsequent thereto and whether the same or of a different type. No waiver is effective unless signed in a non-electronic form by the waiving Party.

ARTICLE 8 – MISCELLANEOUS

8.1 Notices. Each Party consents to electronic signatures. All notices under this Agreement must be written, and in English, and notice will be deemed effective when received. All notices will be sent in accordance with the Cover Sheet. Either Party may from time to time change its notice address by giving the other Party notice of the change in accordance with this Section.

8.2 Severability. If any court of competent jurisdiction or applicable Governmental Authority finds any part of this Agreement invalid or unenforceable, then that part is deemed modified to the extent necessary to render it valid and enforceable. If it cannot be so saved, it will be severed, and the remaining parts will remain in full force and effect.

8.3 Assignment. Except as provided in this Section, neither Party may assign this Agreement without the other Party's prior written consent, which will not be unreasonably withheld. Notwithstanding the foregoing, STACK or Provider may assign this Agreement to an Affiliate of STACK or Provider without the non-assigning Party's consent.

8.4 Non-Waiver. A waiver of one breach under this Agreement is not a waiver of any other breach. No waiver is effective unless signed in a non-electronic form by the waiving Party.

8.5 Governing Law and Venue. This Agreement will be governed by and interpreted in accordance with the laws of the Commonwealth of Virginia, excluding its conflicts of law provisions. Disputes under or related to this Agreement will be resolved in the Circuit Court of Stafford County or Federal court in Alexandria, Virginia. Provider agrees to that venue and jurisdiction and waives all defenses of lack of personal jurisdiction and inconvenient forum.

8.6 Waiver of Jury Trial. Each Party waives, to the fullest extent permitted by Applicable Law, any right it may have to a trial by jury in respect of any dispute arising out of or relating to this Agreement.

8.7 Survival. Sections 1.3, 1.4, 1.5, 3.2(b), 5, 6.2, 7.2, 7.3, 8.2, 8.4, 8.5, 8.6, and 8.9 will survive expiration or termination of this Agreement.

8.8 No Third-Party Beneficiaries. Nothing in this Agreement will provide any benefit to any third-party or entitle any third-party to any claim, cause of action, remedy, or right of any kind.

8.9 Relationship of Parties. The Parties are independent contractors, and nothing in this Agreement creates an employer-employee relationship, a partnership, joint venture, or other relationship between the Parties. Neither Party has authority to assume or create obligations of any kind on the other's behalf.

8.10 Entire Agreement; Counterparts. This Agreement, together with all incorporated exhibits and schedules and the NDA, constitute the complete and final agreement of the Parties pertaining to the respective subject matter and, with the exception of the Proffer, supersede the Parties' prior related agreements, understandings, and discussions. Each Party will accept electronic signatures for the execution of this Agreement and execution may be conducted in counterparts, each of which (including signature pages) is an original, but all of which together is one and the same instrument.

8.11 No Pledge of Credit; Funds Subject to Appropriation. No provision of this Agreement will be construed or interpreted as creating a pledge of the faith and credit of the Provider within the meaning of any constitutional debt limitation. No provision of this Agreement will be construed or interpreted as delegating governmental powers nor as a donation or a lending of the credit of the Provider within the meaning of the Virginia Constitution. This Agreement will not directly or indirectly or contingently obligate the Provider to make any payments beyond those appropriated by the Board of Supervisors. No provision of this Agreement will be construed to pledge or to create a lien on any class or source of the Provider's moneys, nor will any provision

of this Agreement restrict, to any extent prohibited by law, any action or right of action on the part of any future or current Board of Supervisors. Any financial obligations imposed upon Provider are subject to appropriations by the Board of Supervisors. Provider will direct the County Administrator to present future budgets to the Board of Supervisors for consideration which will allow the County to obtain the funds required to fund the provisions of this Agreement.

ARTICLE 9 – DEFINITIONS AND INTERPRETATION

9.1 **Interpretation.** The Parties have fully negotiated this Agreement, and it will be interpreted according to the plain meaning of its terms without any presumption that it should be construed either for or against either Party. Words, phrases or expressions not otherwise defined in this Agreement that (i) have a generally accepted meaning in Good Utility Practice will have such meaning in this Agreement or (ii) do not have well known and generally accepted meaning in Good Utility Practice but that have well known and generally accepted technical or trade meanings, will have such recognized meanings. The symbol “\$” refers to the United States Dollar.

9.2 **Definitions.** Terms defined in the body of this Agreement will have the meanings set forth therein. Additionally, as used in this Agreement, the following terms will have the meanings set forth below:

(a) **“Administrative Fee”** means, the administrative fee referred to in Section IV(2)(a) of the Stafford County Department of Utilities Water and Sewer Pro Rata Policy, as amended. However it is set to 1% herein rather than the 10% rate set forth within that document.

(b) **“Affiliate”** means, with respect to any person, each person that directly or indirectly controls, is controlled by, or is under common control with such designated person. For purposes of this definition, “control” (including, with correlative meanings, the terms “controlled by” and “under common control with”), as used with respect to any person, will mean (a) the direct or indirect right to cast at least 50% of the votes exercisable at an annual general meeting (or its equivalent) of such person or, if there are no such rights, ownership of at least 50% of the equity or other ownership interest in such person, or (b) the right to direct the policies or operations of such person.

(c) **“Applicable Law”** means all laws, statutes, rules, regulations, ordinances, codes, judgments, orders, approvals, proffers (including, but not limited to the Proffer), tariffs, decrees, and other pronouncements having the effect of law of any Governmental Authority.

(d) **“AWS”** shall mean Amazon Data Services, Inc.

- (e) **“AWS WWIA”** shall mean that certain Water and Wastewater Infrastructure Agreement, between AWS and County, which was approved by the Board of Supervisors on July 2, 2024 or as amended by AWS and the County.
- (f) **“Board of Supervisors”** means the Stafford County Board of Supervisors.
- (g) **“CWI Meters”** has the meaning as ascribed in Section 1.1(f) of this Agreement.
- (h) **“Good Utility Practice”** means any of the practices, methods, and acts engaged in or approved by a significant portion of the water utility industry during the relevant time period, or any of the practices, methods, and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety, and expedition.
- (i) **“Governmental Authority”** means any national, state, provincial, local, tribal or municipal government, any political subdivision thereof or any other governmental, regulatory, quasi-governmental, judicial, public or statutory instrumentality, authority, body, agency, department, bureau, or entity with authority to bind a Party at law.
- (j) **“Infrastructure”** means the facilities that will provide each Provider Service to the Project, as set forth in the Infrastructure Design Specifications in Table 1.
- (k) **“Infrastructure Design Specifications”** means the Infrastructure Design Specifications for the applicable Infrastructure as designated in Table 1, which may be supplemented or revised by mutual written agreement of the Parties.
- (l) **“Infrastructure Plan”** means the plan approved by Provider through the Provider’s plan review and permitting process.
- (m) **“Potable Water System”** means a potable water supply system owned and operated by Provider to provide potable water to residents and businesses that are customers of Provider.
- (n) **“Proffer”** means the Proffer Statement dated September 13, 2024, and approved by the Board of Supervisors on September 17, 2024 by Ordinance O24-20
- (o) **“Provider Services”** means the water services meeting the Service Specifications set forth in Table 1 of the Cover Sheet.
- (p) **“Reuse Availability”** means a monetary fee paid by a developer to purchase capacity in the reuse system

(q) **“Reuse Water System”** means a reuse water supply system owned and operated by Provider to provide reuse water to industrial users that are customers of Provider.

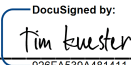
(r) **“Service Specifications”** means the specifications set forth in Table 1 of this Agreement.

(s) **“Sewer System”** means a sewer system owned and operated by Provider that receives and treats wastewater from customers of Provider.

[Signature page to follow]

The foregoing Agreement is agreed to by both Parties as of the Effective Date:

SI NVA07CAMPUS, LLC

By:  DocuSigned by:
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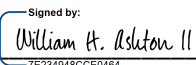
Name: Tim Kuester

Title: Chief Legal & Administrative Officer

Date Signed: 4/7/2025

 Initial

STAFFORD COUNTY, VIRGINIA

By:  Signed by:
7EZ34948CCE0464...

Name: William H. Ashton II

Title: County Administrator

Date Signed: 4/9/2025

 Initial

EXHIBIT 1A
BRIDGING POTABLE WATER SUPPLY (COOLING WATER)
CENTREPORT POTABLE WATER PUMPING STATION
2018 WSMP Project 370-201
DESIGN SPECIFICATIONS

Project Description: The STC site is located in the southern portion of the 370 Pressure Zone which is currently served by the Embrey Mill Pumping Station with water provided by Smith Lake. This project includes the design and construction of a new 11 MGD Centreport Potable Water Pumping Station (WPS) along the existing 18-inch water main in Centreport Parkway near the regional airport (370-201 in the County's 2018 WSMP).

When the Centreport WPS is operational, water to the 370 Pressure Zone (including the STC site) will be provided by Lake Mooney. The Embrey Mill PS will serve as an emergency backup for delivering flow from Smith Lake WTP to the 370 Pressure Zone. The project will provide water to the STC site under the "bridging" or "temporary" phase until supplies from the permanent cooling water system is available to the STC.

After the permanent cooling water system is online, this project will provide a permanent supply of potable water to the 370 Zone.

Note: WPS location is preliminary and for planning purposes only. Additional siting studies will be required.

The project will be designed and constructed in accordance with but not be limited to the following guidelines:

- Stafford County Department of Utilities Water and Sewer Design and Construction Standards, dated June 2024;
- Applicable Virginia Department of Health (VDH) requirements;
- Applicable Virginia Department of Environmental Quality (Virginia DEQ) requirements; and
- Federal, state, and local permitting requirements.

All improvement plans must be approved by Stafford County Department of Utilities and where applicable, by VDH and Virginia DEQ.

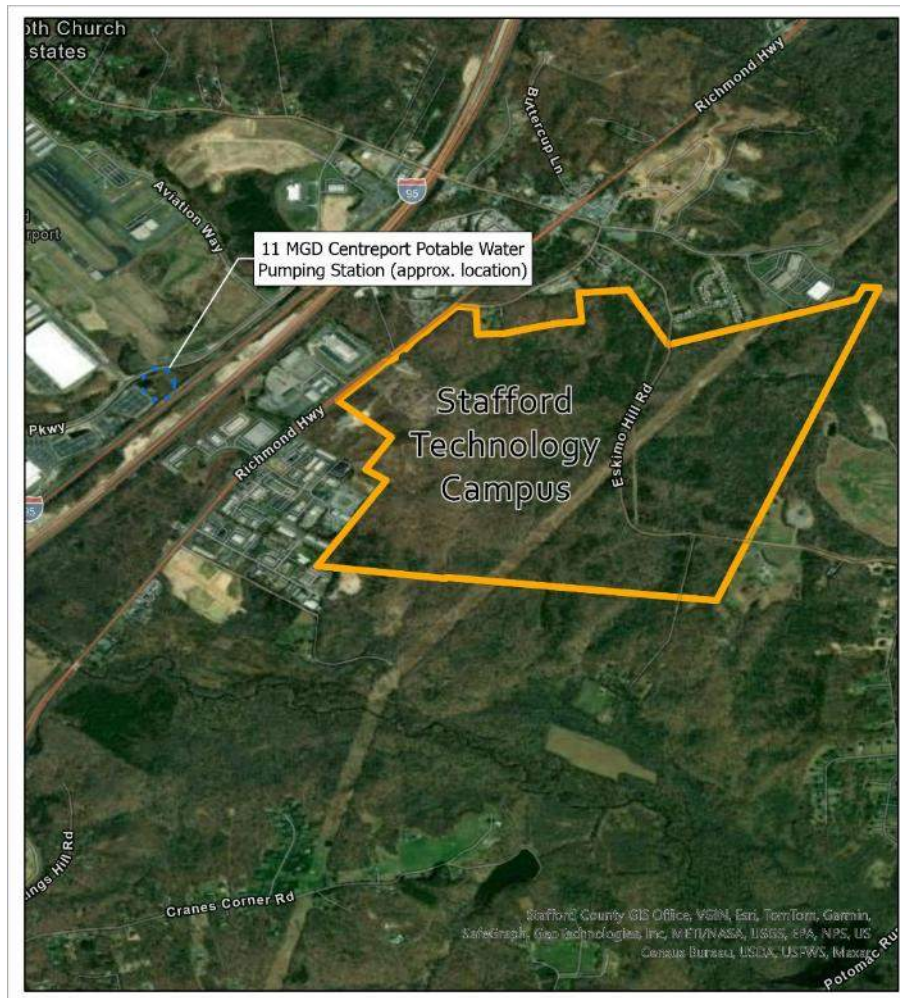


Figure 1A: Bridging Potable Water Supply (Cooling Water) –
Centreport Potable Water Pumping Station

EXHIBIT 1B

BRIDGING POTABLE WATER SUPPLY (COOLING WATER) AMERICAN LEGION ROAD WATER MAIN 2018 WSMP Project 370-02 DESIGN SPECIFICATIONS

Project Description:

This project includes the design and construction of a new 16-inch potable water main (approximately 4,000 ft) under I-95 and along American Legion Road from the existing 18-inch potable water main on Centreport Road to the existing 12-inch potable water main on Route 1 (Richmond Highway). This project (370-02 in the County's 2018 Water and Sewer Master Plan (2018 WSMP)) replaces an undersized 8-inch main along American Legion Road and creates a connection under I-95 from the 18-inch transmission main on Centreport Parkway (currently serving the 433 Pressure Zone) to the existing 12-inch main on Richmond Highway which serves the 370 Pressure Zone (includes installation of a pressure reducing valve).

The project will provide potable water to the STC site under the "bridging" or "temporary" phase until supplies from the permanent cooling water system are operational. After the permanent cooling water system is online, this project will serve as a permanent supply to the 370 Zone.

Note: Pipeline alignment is preliminary and for planning purposes only. Additional routing studies may be required.

The project will be designed and constructed in accordance with but not be limited to the following guidelines:

- Stafford County Department of Utilities Water and Sewer Design and Construction Standards, dated June 2024;
- Applicable Virginia Department of Health (VDH) requirements;
- Applicable Virginia Department of Environmental Quality (Virginia DEQ) requirements; and
- Federal, state, and local permitting requirements.

All improvement plans must be approved by Stafford County Department of Utilities and where applicable, by VDH and Virginia DEQ.



Figure 1B: Bridging Potable Water Supply (Cooling Water) – American Legion Road Water Main

EXHIBIT 1C
BRIDGING SEWER (SPENT COOLING WATER DISCHARGE)
POTOMAC CREEK SPS AND GRAVITY SEWER BRIDGING UPGRADES
DESIGN SPECIFICATIONS

Project Description: The STC site is located in an area currently served by the existing Potomac Creek SPS, which currently pumps wastewater south to the Little Falls Run WWTF. The existing Potomac Creek SPS is undersized for future conditions and its current location is susceptible to flooding. This project includes design and construction of a wetwell expansion and increased pumping capacity. The project also includes gravity sewer construction from the project site to the Potomac Creek SPS.

The improvements will increase available equalization and pumping capacity at the existing SPS during the “bridging” or “temporary” phase until the new Potomac Creek SPS (Exhibit 2B) is operational. It is anticipated that domestic wastewater from the sewershed and spent cooling water from the STC site will be comingled in the SPS wetwell, and the SPS will pump to the Little Falls Run WWTF through a new forcemain (Exhibit 1D).

Note: Sanitary sewer extension location is preliminary and for planning purposes only. Additional siting studies will be required.

The project will be designed and constructed in accordance with but not be limited to the following guidelines:

- Stafford County Department of Utilities Water and Sewer Design and Construction Standards, dated June 2024;
- Applicable Virginia Department of Health (VDH) requirements;
- Applicable Virginia Department of Environmental Quality (Virginia DEQ) requirements; and
- Federal, state, and local permitting requirements.

All improvement plans must be approved by Stafford County Department of Utilities and where applicable, by VDH and Virginia DEQ.

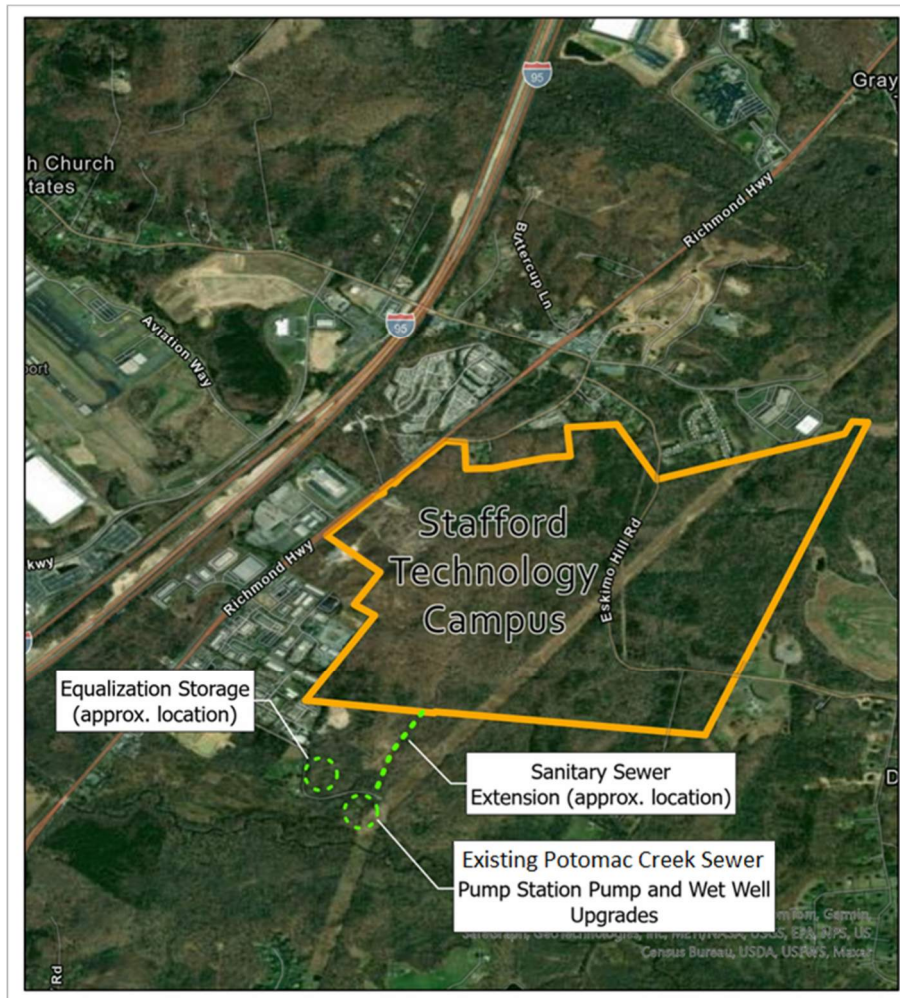


Figure 1C: Bridging Sewer (Spent Cooling Water Discharge) – Potomac Creek SPS and Gravity Sewer Bridging Upgrades

**EXHIBIT 1D
BRIDGING SEWER (SPENT COOLING WATER DISCHARGE)
POTOMAC CREEK FORCEMAIN
2018 WSMP Project LFR-129
DESIGN SPECIFICATIONS**

Project Description: This project includes the design and construction of a new 16-inch forcemain (approximately 9,000 ft) from the Potomac Creek Sewage Pumping Station (SPS) along Cranes Corner Road to the existing Claiborne Run Interceptor on Route 1 (Richmond Highway). This project (LFR-129 in the County's 2018 WSMP) replaces an undersized 8-inch forcemain.

The project will convey wastewater from the Potomac Creek SPS under the "bridging" or "temporary" phase until the permanent forcemain to Aquia Wastewater Treatment Facility (WWTF) is operational.

After the permanent forcemain to the Aquia WWTF is online, this project will allow the County to convey wastewater south to Little Falls Run WWTF.

Note: Forcemain alignment is preliminary and for planning purposes only. Additional routing studies may be required.

The project will be designed and constructed in accordance with but not be limited to the following guidelines:

- Stafford County Department of Utilities Water and Sewer Design and Construction Standards, dated June 2024;
- Applicable Virginia Department of Health (VDH) requirements;
- Applicable Virginia Department of Environmental Quality (Virginia DEQ) requirements; and
- Federal, state, and local permitting requirements.

All improvement plans must be approved by Stafford County Department of Utilities and where applicable, by VDH and Virginia DEQ.

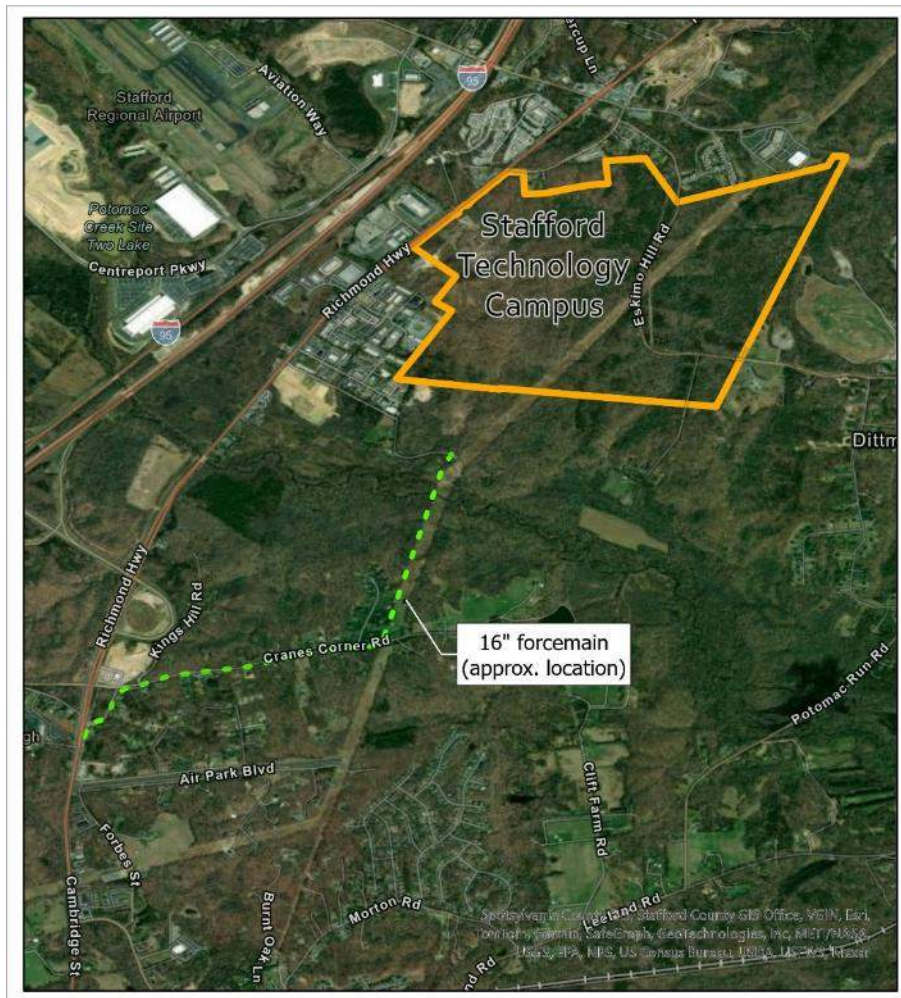


Figure 1D: Bridging Sewer (Spent Cooling Water Discharge) –
Potomac Creek Forcemain

EXHIBIT 2A
PERMANENT REUSE WATER SUPPLY (COOLING WATER)
4 MG REUSE WATER STORAGE AT STC
DESIGN SPECIFICATIONS

Project Description: This project includes design and construction of 4 MG of reuse water storage at the STC site constructed as two 2MG tanks capable of independent operation. When the new permanent reuse water storage tanks are operational, reuse water from Aquia WWTF will be pumped to the STC site for cooling water use. Upon satisfactory completion ownership of the storage tank will be transferred to the County to include easements. County staff will have unrestricted access to the tanks and infrastructure at all times.

Note: Storage tank and booster pump station location (if needed) is preliminary and for planning purposes only. Additional siting studies may be required.

The project will be designed and constructed in accordance with but not be limited to the following guidelines:

- Stafford County Department of Utilities Water and Sewer Design and Construction Standards, dated June 2024;
- Applicable Virginia Department of Health (VDH) requirements;
- Applicable Virginia Department of Environmental Quality (Virginia DEQ) requirements; and
- Federal, state, and local permitting requirements.

All improvement plans must be approved by Stafford County Department of Utilities and where applicable, by VDH and Virginia DEQ.



Figure 2A: Permanent Reuse Water Supply (Cooling Water) – 4MG
Reuse Water Storage at STC

EXHIBIT 2B
PERMANENT SEWER (SPENT COOLING WATER DISCHARGE)
NEW POTOMAC CREEK SPS
2018 WSMP Project LFR-226
DESIGN SPECIFICATIONS

Project Description: The STC site is located in an area currently served by the existing Potomac Creek SPS, which pumps wastewater south to the Little Falls Run WWTF. The existing Potomac Creek SPS is undersized for future conditions and its current location is susceptible to flooding. The project includes siting, design, and construction of a new 7 MGD Potomac Creek SPS and potential equalization storage at a location outside the floodplain (LFR-226 in the County's 2018 WSMP).

When the new Potomac Creek SPS is operational, domestic wastewater from the sewershed and spent cooling water from the STC site will be comingled in the SPS wetwell. The SPS will be capable of pumping wastewater to either the Aquia WWTF or Little Falls Run WWTF.

Note: SPS location is preliminary and for planning purposes only. Additional siting studies will be required.

The project will be designed and constructed in accordance with but not be limited to the following guidelines:

- Stafford County Department of Utilities Water and Sewer Design and Construction Standards, dated June 2024;
- Applicable Virginia Department of Health (VDH) requirements;
- Applicable Virginia Department of Environmental Quality (Virginia DEQ) requirements; and
- Federal, state, and local permitting requirements.

All improvement plans must be approved by Stafford County Department of Utilities and where applicable, by VDH and Virginia DEQ.



Figure 2B: Permanent Sewer (Spent Cooling Water Discharge) – New Potomac Creek SPS

EXHIBIT 2C
PERMANENT SEWER
AQUIA WWTF EXPANSION
DESIGN SPECIFICATIONS

Project Description: Addition of the STC and related infrastructure changes will expand Aquia WWTF's service area. Higher seasonal and peak daily flow rates and changed loading rates will require expansion of the WWTF's liquid treatment unit processes.

The County will determine the improvements needed to address the new conditions at the Aquia WWTF. These improvements may include Influent Equalization with RPT Backwash, additional Screening capacity, Headworks flow distribution improvements, Biological Treatment upgrades, Lift Stations expansion, Effluent Filtration modifications, and Effluent UV Disinfection expansion.

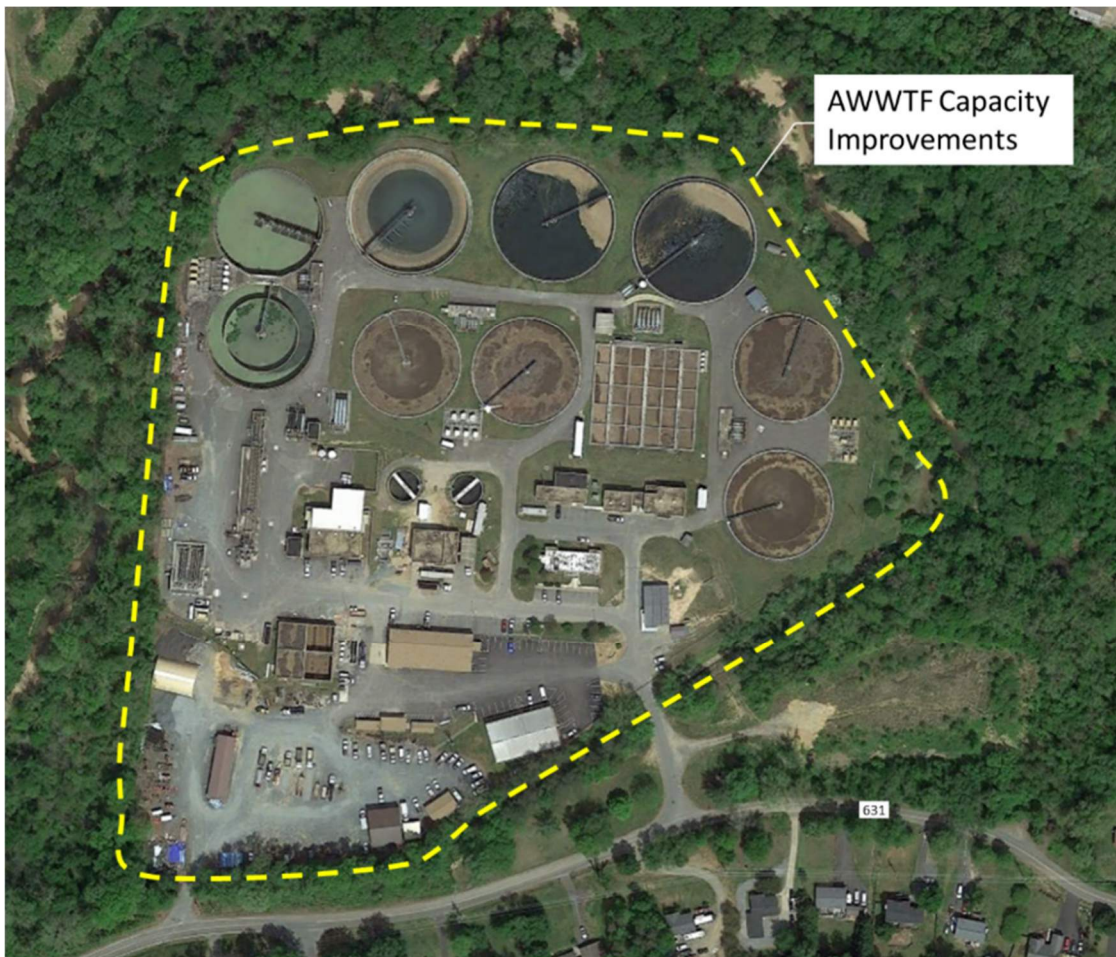


Figure 2C: Permanent Sewer – Aquia WWTF Expansion

EXHIBIT 3A CONTINGENT AWS PERMANENT COOLING WATER DESIGN SPECIFICATIONS

The AWS WWIA includes infrastructure improvements to upgrade treatment at Aquia WWTP to meet level 1 reuse standards and to convey reuse water to the Project. The following project description and specifications are excerpted from the AWS WWIA and application is contingent on exercising Section 21(d) of the Proffer if construction of the Reuse Water System construction has not commenced prior to December 31, 2028.

Project Description: Treated effluent (reclaimed water) from the AWWTP will be conveyed to the Project to provide permanent cooling water service. The Permanent Cooling Water Infrastructure will be comprised of the following:

- (1) A 6-million gallons per day (MGD) reclaimed water pumping station at the AWWTP, with the ability to be expanded to 9 MGD. The reclaimed water pumping station will be designed with full (N+1) redundancy, including the power feed and backup systems.
- (2) A reclaimed water transmission pipeline, from AWWTP reclaiming water pumping station (connection point A on Figure 1) to the point of the service connection at the Project (connection point B on Figure 1). The pipeline(s) and distribution system will have a design capacity of 9 MGD flow. If requested by the Provider, the reclaimed water transmission pipeline will be extended from connection point B on Figure 1 to connection point C on Figure 1.
- (3) A return sewer force main will follow the reclaimed water transmission pipeline within the same trench. The force main will have a design capacity of approximately 7 MGD. If requested by Provider, the force main will be extended along with the reclaimed transmission pipeline.
- (4) AWWTP improvements as described in Exhibit 4 of the AWS WWIA. Distribution system-based cooling water storage will be considered as part of the Level 1 Reuse Preliminary Engineering Report.



Figure 3A: AWS WWIA Permanent Reuse System

EXHIBIT 3B
CONTINGENT AWS AQUIA WWTP LEVEL 1 UPGRADES
DESIGN SPECIFICATIONS

The AWS WWIA includes infrastructure improvements to upgrade treatment at Aquia WWTP to meet level 1 reuse standards and to convey reuse water to the Project as well as return blowdown water from the Project. The following project description and specifications are excerpted from the AWS WWIA and application is contingent on exercising Section 21(d) of the Proffer if construction of the Reuse Water System construction has not commenced prior to December 31, 2028.

Project Description: Treated effluent (reclaimed water) from the AWWTP will be conveyed to the project site to provide permanent cooling water service, requiring improvements to the AWWTP. Upgrades to treatment and storage at the AWWTP are required to meet Level 1 reclaimed water quality criteria as defined under Virginia Administrative Code 9VAC25-740-70.A.1. The final scope of improvements will be confirmed and agreed to between the Provider and AWS after the completion of a Preliminary Engineering Report that will be prepared by Provider. AWWTP-based effluent and Level 1 storage is anticipated. Additional AWWTP-based spent cooling water equalization is anticipated.

EXHIBIT 3C
CONTINGENT POTABLE SYSTEM UPGRADES
DESIGN SPECIFICATIONS

The contingent potable system upgrades cannot be defined with sufficient detail at this time. Within 6 months of full execution of this WSA by the Stafford County Board of Supervisors, County will initiate a planning study funded by STACK to develop the scope and necessary design specifications to meet the requirements of Proffer 21(d) regarding development of potable water capacity upgrades to allow for permanent data center cooling. At any time following the full execution of this WSA by the Stafford County Board of Supervisors, Provider will invoice STACK for the initial funding for the study up to One Hundred Thousand and 00/100 (\$100,000.00). STACK will pay invoice within forty-five (45) days following receipt of said invoice. . If following the County's receipt of competitive proposals to complete the study, the cost exceeds initial funding aforesaid, additional funding and payment terms will be negotiated between Provider and STACK not to exceed \$250,000.00 in total funding. If County believes development of the permanent Reuse Water System is progressing adequately, the planning study may be delayed or cancelled by County Utilities Staff. In the event (i) STACK is utilizing potable bridging water for industrial cooling and (ii) the Reuse Water System will not be completed or assigned, (iii) STACK continues to construct data center buildings that don't require data center cooling water, and (iv) STACK has not initiated construction or made payment for applicable potable system improvements, then Provider may limit access to domestic water for the 15th data center on the site and all subsequent data center buildings on the site.

EXHIBIT 4
STAFFORD COUNTY BOARD OF SUPERVISORS
RESOLUTION R23-325

R23-325

PROPOSED

BOARD OF SUPERVISORS
COUNTY OF STAFFORD
STAFFORD, VIRGINIA

RESOLUTION

At a regular meeting of the Stafford County Board of Supervisors (the Board) held in the Board Chambers, George L. Gordon, Jr., Government Center, Stafford, Virginia, on the 14th day of November, 2023:

MEMBERS:

Dr. R. Pamela Yeung, Chairman
Thomas C. Coen, Vice Chairman
Tinesha O. Allen
Meg Bohmke
Darrell E. English
Monica L. Gary
Crystal L. Vanuch

VOTE:

On motion of , seconded by , which carried by a vote of , the following was adopted:

A RESOLUTION TO APPROVE AND ADOPT THE STAFFORD
COUNTY WATER AND SEWER PRO RATA POLICY

WHEREAS, subdividers and developers are required to pay a pro-rata share of off-site water and sewer infrastructure costs pursuant to the Subdivision Ordinance; and

WHEREAS, pursuant to Resolution R91-125(R-5), the Board adopted the County's Water and Sewer Pro Rata Policy (1991 Policy) to finance the water and sewer infrastructure shown in the current General Water Improvement Program and General Sewer Improvement Program; and

WHEREAS, the 1991 Policy allows subdividers or developers to receive credit for the costs to construct facilities shown on the County's Water and Sewer Master Plan and receive reimbursements of the credits through pro rata fees paid by subsequent developers or subdividers, subject to approval by the Board; and

WHEREAS, recent amendments to Virginia Code § 15.2-2243 entitles a subdivider or developer to receive reimbursement of a portion of its costs through pro rata fees paid by any subdivider or developer that utilizes the installed facilities within a related and common water or sewer service area; and

WHEREAS, in accordance with County Code Sec. 22-170, the Board desires to replace the 1991 Policy, and approve and adopt the Department of Utilities Water and Sewer Pro Rata Policy provided as Exhibit A in the associated Board package;

R23-325

Page 2

NOW, THEREFORE, BE IT RESOLVED by the Stafford County Board of Supervisors on this the 14th day of November, 2023, that the Stafford County Department of Utilities Water and Sewer Pro Rata Policy, included as **Exhibit A** to the Board package, be and it hereby is adopted.

REV:CE:tg

**STAFFORD COUNTY
DEPARTMENT OF UTILITIES
WATER AND SEWER
PRO RATA POLICY**

I. GENERAL

1. Purpose.

Stafford County has adopted this Water and Sewer Pro Rata Policy (Policy) to finance the water and sewer infrastructure shown in the General Water Improvement Program (GWIP), General Sewer Improvement Program (GSIP), or the Reuse Water System Program (RWSP), as last revised. This Policy does not guarantee the approval of any future project or any payment to any developer or subdivider.

2. Service Areas.

Both the countywide water service areas and the countywide sewer service areas shall be further divided into common service areas. The common water service areas shall be the seven (7) pressure zones as identified in the Water and Sewer Master Plan, and the common sewer service areas shall be the nine (9) sewer shed areas as identified in the Water and Sewer Master Plan. Reuse water service areas shall be the reuse water zones approved by the Board.

II. PRO RATA COSTS AND PAYMENT

1. Development Projects.

Each subdivider and developer, except those submitted in accordance with Stafford County Code Sec. 22-5(a) (Family and Minor Subdivisions), shall pay a pro rata share of the cost to construct the water storage tanks, reuse water distribution lines, water mains, sewer mains, and wastewater pumping stations in the common service areas which service their project. The planned improvements are shown in the GWIP, GSIP, and RWSP, as last revised.

2. Cost Calculations.

Pro rata charges are based upon the location of the project. Rates for each water pressure zone and sewer shed are expressed in terms of dollars per gallon. The charge for each project is calculated by multiplying the estimated flow for the project by the rate for the project area. Pro rata fee rates may be updated annually, as approved by the Board of Supervisors.

- a. Residential Projects. The flow for the project is determined based upon the type of lot (single family or multi-family) and the number of lots.
- b. Commercial Projects. The flow is based on the meter size as determined by a Meter Sizing Form or number of meter equivalents. Each meter equivalent shall be allocated three hundred fifty (350) gallons per day.

3. Payment.

Payment of pro rata charges shall occur as provided below:

- a. Residential Projects. Payment of pro rata shares for residential projects shall be made prior to approval of the final subdivision plat..

- b. **Commercial Projects.** Payment of pro rata shares for commercial (non-residential) projects shall be made concurrently with the payment of the water and sewer availability fees and prior to issuing the water meter.
- c. Subdividers and developers of future projects for the same site which reflect an increase in water and/or sewer use for the property shall be responsible to pay the difference in pro rata fees between the prior use and the current use.

III. REIMBURSEMENT OF SITE IMPROVEMENTS

1. Site Improvement Requirements.

When adequate water or sewerage facilities are not available to serve a proposed subdivision or development, the subdivider or developer of the property may be permitted to install reasonable and necessary water and/or sewerage facilities identified in the GWIP or GSIP, located on or outside the property limits of the land owned or controlled by the subdivider or developer, and are necessitated or required, at least in part, by the utility needs of the development or subdivision ("Water and/or Sewer Improvements"). Improvements that consist of reuse water distribution system to supply irrigation, industrial cooling water, or other industrial uses shown in the RWSP shall be referred to as "Reuse Improvements." Water and/or Sewer Improvements and Reuse Improvements shall be collectively referred to as "Improvements," and for the purposes of this Section III, a subdivider or developer who constructs Improvements is referred to as an Installing Developer.

2. Reimbursements.

- a. When an Installing Developer has completed construction of Improvements and a subsequent subdivider or developer utilizes these improvements, as determined by the Department of Utilities (Department), the Installing Developer is entitled to reimbursement of a portion of the subsequent subdivider or developer's pro rata fees paid for the common service area in which the Installing Developer's project is located.
- b. Reimbursable costs shall be limited to the cost of design and construction of the Improvements as determined by the GWIP or GSIP in effect at the time the Improvements were constructed, as applicable ("Improvement Costs").
- c. The amount of Improvement Costs that will be reimbursed to an Installing Developer shall correlate with the portion of the Improvements that provide flow to a subsequent development. In no case shall any reimbursement exceed the total amount of the Improvement Costs.
- d. No Installing Developer shall be eligible to receive reimbursement of any Improvement Costs until construction of the Improvements are complete and accepted into the Stafford County public water and sewer system.
- e. If Installing Developer enters into a Pro Rata Credit Agreement with the County, as provided in Section IV, Developer shall receive reimbursement of credits in lieu of receiving reimbursements of Improvement Costs as set forth in this Section III.

3. Term of Reimbursement.

- a. **Water and/or Sewer Water Improvements.** The County's obligation to provide reimbursement to an Installing Developer under this Section III shall expire two (2) years from the date when the installed Water and/or Sewer Improvements are accepted by the County.

- b. Reuse Water Improvements. The County's obligation to provide reimbursement to an Installing Developer under this Section III shall expire five (5) years from the date when the installed Reuse Improvements are accepted by the County.

4. Payment of Reimbursement.

Installing Developers must request reimbursement payments upon installation of the Improvements by contacting the Department of Utilities. All reimbursement payments are subject to the availability of pro rata funds. If the Installing Developer is a business entity, it shall remain in active and good standing in the jurisdiction in which it was formed, and, if also registered to transact business in the Commonwealth of Virginia, active according to the Virginia State Corporation Commission, throughout the Reimbursement Term. Reimbursement payments are not transferrable or assignable. The County reserves the rights to cease reimbursement payments if the business entity of the Installing Developer ceases to operate, is dissolved, or otherwise becomes inactive, defunct, or not in good standing with the Commonwealth of Virginia, during the applicable reimbursement term.

5. **Payment of Pro Rata Costs.** A subsequent developer or subdivider shall remain obligated to pay its share of pro rata costs when its project will be served by Improvements installed under this section, even if the obligation to reimburse the Installing Developer has expired. The County reserves the right to use all methods of enforcement to collect pro rata costs due to the County.

IV. PRO RATA CREDITS

1. General.

Subdividers and developers may receive credit for those costs of the facilities shown in the GWIP, GSIP, and/or RWSP which they have constructed, as approved by the Board of Supervisors. Development projects that may be considered for approval of credits should meet the following criteria:

- a. All Improvements must benefit the entire water pressure zone or sewer shed;
- b. All Improvements constructed must be identified in the GWIP, GSIP, RWSP in effect at the time of the development; and
- c. Improvements (both on-site and off-site) must provide a substantial capacity increase compared to the improvements needed to serve the development and must be sized to meet the ultimate buildout conditions.

2. Credit Value.

- a. The value of the credit shall be determined by using the cost factor used to determine the estimated construction costs in the GWIP, GSIP and RWSP, which were used to calculate the pro rata charges. Credits for Reuse Improvements are subject to a ten percent (10%) administrative fee.
- b. There will be no credit allowed for easement or land costs.

3. Use of Credits

- a. The County and the subdivider and/or developer shall enter into a Pro Rata Credit Agreement with the County setting out the conditions of the credit.

- b. A developer or subdivider may use the credits provided in lieu of payment of pro rata fees or may submit them for reimbursement. If developer or subdivider is eligible for reimbursements of Improvement Costs under Section III, developer or subdivider shall not also receive reimbursement for credits pursuant to this Section IV.
- c. A developer or subdivider may submit credits from Water and/or Sewer Improvements for reimbursement up to ten (10) years from executing a Pro Rata Credit Agreement.
- d. A developer or subdivider may submit credits from Reuse Improvements for reimbursement up to twenty (20) years from executing a Pro Rata Credit Agreement.
- e. Reimbursements will occur in the following order:
 - 1) County projects;
 - 2) Projects submitting reimbursements under Section III, in order in which the facilities are accepted by the Department of Utilities; and then
 - 3) Projects submitting reimbursements of credits under Section IV.

V. ADDITIONAL REQUIREMENTS

- 1. The pro rata charges collected shall be allocated to the corresponding pressure zone or sewer shed, and shall only be used for projects within that pressure zone, drainage area, reuse water system areas.
- 2. Water and sewer pro rata fees for exiting developments shall be paid in accordance with Secs. 25-27(g) and/or 25-28(g) of the Stafford County Code.
- 3. Pro rata credit reimbursement payments shall be made annually at the end of each calendar year if sufficient funds are available for reimbursements, in the order set forth in Section IV(3)(c).
- 4. No interest shall be paid on the unpaid credit or reimbursement balance.
- 5. The subdivider and/or developer is not guaranteed the payment of its excess costs.
- 6. The County Administrator is authorized to develop and implement necessary administration and procedures in support of this Policy.