

INTRODUCED: May 12, 2025

AN ORDINANCE No. 2025-108

To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to accept funds in the amount of \$1,500,000.00 from the Virginia Resources Authority and to amend the Fiscal Year 2024-2025 Wastewater Utility Budget which appropriated the estimated receipts of the wastewater utility, by increasing estimated receipts and the amount appropriated for the wastewater utility by \$1,500,000.00, for the purpose of funding the City’s Wastewater Treatment Plant Thickening and Dewatering Facilities Improvements project.

\_\_\_\_\_  
Patron – Mayor Avula  
\_\_\_\_\_

Approved as to form and legality  
by the City Attorney  
\_\_\_\_\_

PUBLIC HEARING: MAY 27 2025 AT 6 P.M.

THE CITY OF RICHMOND HEREBY ORDAINS:

§ 1. That the Chief Administrative Officer is authorized to accept funds in the amount of \$1,500,000.00 from the Virginia Resources Authority for the purpose of funding the City’s Wastewater Treatment Plant Thickening and Dewatering Facilities Improvements project.

§ 2. That Article I, Section 11 of Ordinance No. 2024-099, adopted May 13, 2024, which adopted the Wastewater Utility Budget for the fiscal year commencing July 1, 2024, and ending June 30, 2025, by increasing the estimated receipts of the wastewater utility and the amount

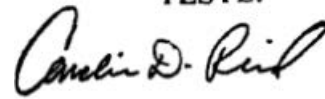
AYES:            9            NOES:            0            ABSTAIN: \_\_\_\_\_

ADOPTED:    JUN 2 2025    REJECTED: \_\_\_\_\_    STRICKEN: \_\_\_\_\_

appropriated for expenditures of the wastewater utility by \$1,500,000.00 for the purpose of funding the City's Wastewater Treatment Plant Thickening and Dewatering Facilities Improvements project.

§3. This ordinance shall be in force and effect upon adoption.

**A TRUE COPY:  
TESTE:**

A handwritten signature in black ink, appearing to read "Carlin D. Rind". The signature is written in a cursive, flowing style.

**City Clerk**



# City of Richmond

## Intracity Correspondence

### O&R TRANSMITTAL

**DATE:** April 07, 2025

**EDITION:** 1

**TO:** The Honorable Members of City Council

**THROUGH:** The Honorable Danny Avula, Mayor

**THROUGH:** Sabrina Joy-Hogg, Interim Chief Administrative Officer

**THROUGH:** Sheila White, Director Finance

**THROUGH:** Meghan Brown, Acting Director Budget

**THROUGH:** Scott Morris, Director, DPU

**FROM:** Billy Vaughan, Deputy Department Director, Senior, DPU  
Eric Whitehurst, Deputy Department Director, Senior, DPU

**RE:** Virginia Clean Water Revolving Loan Fund ("VCWRLF"); Financial and Construction Assistance Program; Wastewater Treatment Plant Sludge Thickening and Dewatering Facilities Improvements.  
Loan Award #: **C-515861 (GRANT)**

**ORD. OR RES. No.** \_\_\_\_\_

**PURPOSE:** To authorize the Chief Administrative Officer to accept funds in the amount of \$1,500,000 from the Virginia Resources Authority (VRA), as administrator of the Virginia Clean Water Supply Revolving Fund (VCWRLF) and to appropriate the funds received to the Fiscal Year 2025 Budget by increasing revenues and the amount appropriated to the Department of Public Utilities' Wastewater Utility enterprise funds for the purpose of funding portions of the City's Wastewater Treatment Plant Thickening and Dewatering Facilities Improvements project.

**BACKGROUND:**

The City of Richmond's Wastewater Treatment Plant is a tertiary treatment facility with a wet weather capacity of 75 MGD and a dry weather flow design capacity of 45 MGD. Opened in 1958 and located along the south bank of the James River, the WWTP serves a population of 225,000 in a City with a combined sewer system.

The City's WWTP treatment of wastewater solids utilizes solid bowl centrifuges for sludge dewatering and thickening. The centrifuges were installed in the 1980s and have undergone continual servicing since their installation. The existing centrifuges are nearing their end of life and downtime for maintenance has become excessive, lasting 6 months to a year to undergo repairs. Maintenance costs associated with these repairs have increased to as high as \$840,000 in 2015 and \$256,000 in 2016.

The current dewatering facilities were renovated in 1987 to replace the original four (4) vacuum presses with five (5) new Sharples Pennwalt Decanter Centrifuges. These centrifuges were last upgraded with new AC back drives and control panels with automatic torque controls in 2007. Two (2) dewatering centrifuges are needed to handle the solids load of the facilities with one spare for redundancy. These 190 hp units have significantly higher operational electricity cost than current generation centrifuges.

This construction project includes site, process mechanical, and electrical improvements at both the Thickening and Dewatering Facilities. In summary, the project includes the replacement and installation of centrifuges, pumps, conveyors, polymer systems, electrical systems, instrumentation and controls, HVAC equipment, plumbing, and architectural items. The site work includes drainage and new access roads, as well as the installation of a new masonry building, a new metal building, and a new large outdoor enclosure. Additionally, the project includes the installation of temporary facilities and equipment to maintain WWTP operations during construction.

The \$1,500,000 grant funding will offset the cost of the awarded construction bid of \$52,573,000. These funds will support the purchase of equipment and the construction of related infrastructure. Program requirements have to be met, and the loan must be closed by December 31, 2028. Currently the project is scheduled for completion in March of 2026.

**COMMUNITY OUTREACH:** None.

**STRATEGIC INITIATIVES AND OTHER GOVERNMENTAL:** None.

**FISCAL IMPACT:** DPU's Wastewater Utility Enterprise Fund revenues will be increased by \$1,500,000.00.

**DESIRED EFFECTIVE DATE:** Upon adoption.

**REQUESTED INTRODUCTION DATE:** May 12, 2025

**CITY COUNCIL PUBLIC HEARING DATE:** May 27, 2025

**REQUESTED AGENDA:** Consent

**RECOMMENDED COUNCIL COMMITTEE:** Finance and Economic Development Standing Committee (May 21, 2025)

**AFFECTED AGENCIES:** Department of Public Utilities, Department of Budget and Strategic Planning, Department of Finance

**RELATIONSHIP TO EXISTING ORD. OR RES.:** Companion Ordinance 2025-xxx

**ATTACHMENTS:** Loan Authorization: DEQ Award No. C-515861

**STAFF:** Billy Vaughan, DPU, 804-646-5232  
Eric Whitehurst, DPU, 804-646-3780

**E-COPIES:** Stephen Morgan, Water Treatment Engineering Manager, DPU; Jarvis Koonce, Wastewater Treatment Plant Operations Manager, DPU

**FUNDING AGREEMENT**

**dated as of \_\_\_\_\_ 1, 2025**

**BETWEEN**

**VIRGINIA RESOURCES AUTHORITY,**

**as Administrator of the  
Virginia Water Facilities Revolving Fund**

**AND**

**CITY OF RICHMOND, VIRGINIA**

**Virginia Resources Authority  
Virginia Water Facilities Revolving Fund**

**Funding No. C-515861**

**TABLE OF CONTENTS**  
*[To Be Updated]*

<u>DEFINITIONS</u>	ARTICLE I	Page 1
<u>SCOPE OF SERVICES</u>	ARTICLE II	Page 2
<u>TIME OF PERFORMANCE</u>	ARTICLE III	Page 2
<u>FUNDING; NATURE OF TRANSACTION</u>	ARTICLE IV	Page 3
Section 4.1. Application of Funding		Page 3
Section 4.2. Agreement to Accomplish Project		Page 4
Section 4.3. Repayment of Transaction Amount		Page 4
<u>GENERAL PROVISIONS</u>	ARTICLE V	Page 4
Section 5.1. Liability Insurance		Page 4
Section 5.2. Disclaimer		Page 4
Section 5.3. Termination		Page 4
Section 5.4. Integration and Modification		Page 5
Section 5.5. Collateral Agreements		Page 5
Section 5.6. Non-Discrimination; Reporting Fraud; Whistleblower Protections		Page 5
Section 5.7. Applicable Laws		Page 6
Section 5.8. Severability		Page 6
Section 5.9. Contingent Fee Warranty		Page 6
Section 5.10. Conflict of Interest		Page 6
Section 5.11. Records Availability		Page 6
Section 5.12. Ownership of Documents		Page 6
Section 5.13. Governmental Requirements		Page 6
Section 5.14. Notices		Page 7
<u>COUNTERPARTS</u>	ARTICLE VI	Page 8

## EXHIBITS

Exhibit A.	Project Description
Exhibit B.	Project Budget
Exhibit C.	Form of Requisition



## **FUNDING AGREEMENT**

**THIS FUNDING AGREEMENT** is made as of this first day of \_\_\_\_\_, 2025, between the **VIRGINIA RESOURCES AUTHORITY**, as administrator of the Virginia Water Facilities Revolving Fund, a public body corporate and a political subdivision of the Commonwealth of Virginia (the “Authority”), and **CITY OF RICHMOND, VIRGINIA**, a political subdivision of the Commonwealth of Virginia (the “Locality”).

Pursuant to Chapter 22, Title 62.1, Code of Virginia of 1950, as amended (the “Act”), the General Assembly created a fund known as the “Virginia Water Facilities Revolving Fund” (the “Fund”). In conjunction with the State Water Control Board (the “Board”), the Authority administers and manages the Fund. Following consultation with the Authority, the Board from time to time directs the distribution of monies to local governments in Virginia to finance the “costs” of “projects” within the meaning of Section 62.1-224 of the Act.

The Locality has requested funding from the Fund and has been approved by the Board to receive monies from the Fund. The Locality will use the monies from the Fund to provide funds for that portion of the Project Costs not being paid from other sources as set forth in the Project Budget.

### **ARTICLE I** **DEFINITIONS**

The capitalized terms contained in this Agreement shall have the meanings set forth below unless the context requires otherwise, and any capitalized terms not otherwise defined herein shall have the meaning assigned to such terms in the Act:

“Act” means Chapter 22, Title 62.1 of the Code of Virginia of 1950, as amended.

“Agreement” means this Funding Agreement between the Authority, as Administrator of the Fund, and the Locality, together with any amendments or supplements hereto.

“Authority” means the Virginia Resources Authority, as Administrator of the Fund, a public body corporate and a political subdivision of the Commonwealth of Virginia.

“Authorized Representative” means any member, official or employee of the Locality authorized by resolution, ordinance or other official act of the governing body of the Locality to perform the act or sign the document in question.

“Consulting Engineer” means the engineer or the firm of independent consulting engineers of recognized standing and experienced in the field of sanitary engineering and registered to do business in the Commonwealth of Virginia which is designated by the Locality from time to time as the Locality’s consulting engineer for the Project in a written notice to the Authority. Such individual or firm shall be subject to the reasonable approval of the Authority. Unless and until the Authority notifies the Locality otherwise, any of the Locality’s employees

that are licensed and registered as professional engineers in the Commonwealth of Virginia may serve as Consulting Engineer under this Agreement.

“Department” means the Department of Environmental Quality, created and acting under Chapter 11.1, Title 10.1, of the Code of Virginia of 1950, as amended.

“Fund” means the Virginia Water Facilities Revolving Fund.

“Project” means the particular project described in **Exhibit A** to be constructed, acquired or improved by the Locality with, among other monies, the funds, with such changes thereto as may be approved in writing by the Board and the Authority.

“Project Budget” means the budget for the Project, a copy of which is attached to this Agreement as **Exhibit B**, with such changes therein as may be approved in writing by the Board and the Authority.

“Project Costs” means the costs described in the Project Budget and such other costs permitted by the Act as may be approved in writing by the Board.

“Project Description” means the description of the Project to be undertaken using the funding made available under this Agreement, a copy of which is attached to this Agreement as **Exhibit A**, with such changes therein as may be approved in writing by the Board and the Authority.

“Transaction” means the funding of some or all of the Locality’s Project, as described in **Exhibit A**, as provided in this Agreement.

## **ARTICLE II**

### **SCOPE OF SERVICES**

The Locality shall provide the services and work as set forth in the Project Description (**Exhibit A**) of this Agreement. All work shall be performed according to sound construction, engineering and architectural principles and commonly accepted safety standards.

## **ARTICLE III**

### **TIME OF PERFORMANCE**

The Locality’s work on the Project will commence on or before \_\_\_\_\_ and is anticipated to be substantially completed by \_\_\_\_\_.

## **ARTICLE IV**

### **FUNDING; NATURE OF TRANSACTION**

The Locality shall be reimbursed for the payment of Project Costs, in an amount not to exceed \$ \_\_\_\_\_ for the purposes set forth in the Project Description and Project Budget. Disbursement of funds will be in accordance with the payment provisions set forth in Section 4.1 and the Project Budget.

The Board has authorized the Transaction as a “principal forgiveness loan.” Notwithstanding anything to the contrary in this Funding Agreement, the Transaction shall not constitute a debt of the Locality, and the Locality is not required or obligated to repay the amount of the Transaction, except as provided in Section 4.3 in the case of Locality’s failure to comply with the terms and conditions of this Funding Agreement, where the Locality may be required to return all or a portion of the amount funded hereunder.

**Section 4.1. Application of Funding.** The Locality agrees to apply the funds solely and exclusively to the payment, or the reimbursement of the Locality for the payment of Project Costs. After approval by the Department, the Authority shall disburse funds from the Fund to the Locality not more frequently than once each calendar month (unless otherwise agreed by the Authority, the Department and the Locality) upon receipt by the Authority of the following:

(a) A requisition approved by the Department (upon which the Authority shall rely), signed by the Authorized Representative and containing all receipts, vouchers, statements, invoices, reporting forms or other evidence of the actual payment of Project Costs or that Project Costs have been incurred, and all other information called for by, and otherwise being in the form of, **Exhibit C** to this Agreement; and

(b) If any requisition includes an item for payment for labor or to contractors, builders or materialmen, a certificate, signed by the Consulting Engineer, stating that such work was actually performed or such materials, supplies or equipment were actually furnished or installed in or about the construction of the Project.

Upon receipt of each such requisition and accompanying certificate(s), document(s) and schedule(s), the Authority shall disburse the funds hereunder to the Locality in accordance with such requisition to the extent approved by the Department. The Department shall have no obligation to approve any requisition, and the Authority shall have no obligation to disburse any such funds, if the Locality is not in compliance with any of the terms of this Agreement.

Except as may otherwise be approved by the Department, disbursements shall be held at ninety-five percent (95%) of the total funding amount to ensure satisfactory completion of the Project. Disbursements of Local Bond Proceeds shall also be held if the Locality does not timely provide a draft FSP and final FSP to the Department as set forth in Section 5.13(d) herein. Upon receipt from the Locality of the certificate specified in Section 4.2 and a final requisition detailing all retainages to which the Locality is then entitled, the Authority, to the extent approved by the Department and, subject to the provisions of this section and Section 4.2, will disburse to the Locality the remaining funds.

**Section 4.2. Agreement to Accomplish Project.** The Locality agrees to cause the Project to be acquired, constructed, expanded, renovated or equipped as described in **Exhibit A** and in accordance with plans and specifications prepared by the Consulting Engineer and approved by the Department.

When the Project has been completed, the Locality shall promptly deliver to the Authority and the Department a certificate signed by an Authorized Representative of the Locality and by the Consulting Engineer stating (i) that the Project has been completed substantially in accordance with the approved plans and specifications and addenda thereto, and in substantial compliance with all material applicable laws, ordinances, rules and regulations, (ii) the date of such completion, (iii) that all required certificates of occupancy and permits for operation of the Project have been issued or obtained, and (iv) the amount, if any, to be reserved for payment of the final Project Costs.

**Section 4.3. Repayment of Transaction Amount.** In the event of a material failure by the Locality to comply with the terms of this Agreement, the Locality may be obligated, upon an adverse determination by the Department, to repay all or a portion of any funding received pursuant to this Agreement; provided that such repayment obligation shall be limited to legally available revenues of the Locality's utility system.

## **ARTICLE V** **GENERAL PROVISIONS**

**Section 5.1. Liability Insurance.** The Locality shall maintain or cause to be maintained insurance and self-insurance plans during the life of this Agreement as shall protect it from claims for damages for personal injury, including death, as well as from claims for property damage, which may arise from the Locality's activities under this Agreement.

**Section 5.2. Disclaimer.** Nothing in this Agreement shall be construed as authority for either party to make commitments that will bind the other party beyond the covenants contained herein.

**Section 5.3. Termination.** (a) The Board, the Department or the Authority, on behalf of the Fund, may terminate this Agreement for any reason upon 30 days' written notice to the Locality. The Locality shall be paid for no service rendered or expense incurred after receipt of such notice except such fees and expenses incurred prior to the effective date of termination that are necessary for curtailment of its work under this Agreement.

(b) If any written or oral representation, warranty or other statement furnished or made by or on behalf of the Locality to the Board, the Department or the Authority in connection with this Agreement or the Locality's application for funding from the Fund is false or misleading in any material respect, the Authority shall have the right immediately to terminate this Agreement.

(c) In the event of a material breach by the Locality of this Agreement, the Authority shall have the right to terminate this Agreement. Upon such circumstance, the Authority, the Board, or the Department may give written notice to the Locality specifying the manner in which this Agreement has been breached and providing the Locality 30 days within which to cure the breach. If such notice of breach is given and the Locality has not substantially corrected the breach within 30 days of receipt of the written notice, the Authority shall have the right to terminate this Agreement.

(d) In the event of a termination of this Agreement in accordance with paragraphs (b) or (c) of this Section 5.3, all documents and other materials related to the performance of this Agreement shall, at the option of the Authority, the Board, or the Department, become the property of the Authority, as Administrator of the Fund, and the Locality shall repay to the Authority, as Administrator of the Fund, all funding proceeds disbursed hereunder.

**Section 5.4. Integration and Modification.** This Agreement constitutes the entire Agreement between the Locality and the Authority with respect to the funding. No alteration, amendment or modification in the provisions of this Agreement shall be effective unless reduced to writing, signed by both the parties and attached hereto.

**Section 5.5. Collateral Agreements.** Where there exists any inconsistency between this Agreement and other provisions of collateral contractual agreements which are made a part of this Agreement by reference or otherwise, the provisions of this Agreement shall control.

**Section 5.6. Non-Discrimination; Reporting Fraud; Whistleblower Protections.** (a) In the performance of this Agreement, the Locality warrants that it will not discriminate against any employee, or other person, on account of race, color, sex, religious creed, ancestry, age, national origin, other non-job related factors or any basis prohibited by law. The Locality agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

The Locality shall, in all solicitations or advertisements for employees placed by or on behalf of the Locality, state that such Locality is an equal opportunity employer; however notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Agreement.

The Locality shall include the provisions of the foregoing paragraphs of this section in every contract, subcontract or purchase order of over ten thousand dollars (\$10,000), so that such provisions will be binding upon each contractor, subcontractor or vendor.

(b) In the performance of this Agreement, and in accordance with applicable federal law, the Locality warrants that it will promptly disclose whenever, in connection with this Agreement, it has credible evidence of the commission of a violation of federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code or a violation of the civil False Claims Act (31 U.S.C. §§ 3729-3733). The Locality agrees to make such disclosure in writing to the applicable federal agency, the agency's Office of Inspector General, and pass-through entity (if applicable). The Locality agrees to also report

matters related to recipient integrity and performance as required under 2 CFR § 200.113. The Locality agrees to post in conspicuous places details on how to report such violations or otherwise establish a mechanism by which employees of the Locality may report such violations. The Locality further agrees to notify employees in writing of whistleblower rights and protections available under federal law.

**Section 5.7. Applicable Laws.** This Agreement shall be governed by the applicable laws of the Commonwealth of Virginia.

**Section 5.8. Severability.** Each paragraph and provision of this Agreement is severable from the entire Agreement; and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect, at the option of the Authority.

**Section 5.9. Contingent Fee Warranty.** The Locality warrants that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon the award or making of this Agreement. For breach of the foregoing warranty, the Authority shall have the right to terminate this Agreement without liability, or, in its discretion, to deduct from the agreed fee, payment or consideration, or otherwise recover the full amount of such prohibited fee, commission, percentage, brokerage fee, gift, or contingent fee.

**Section 5.10. Conflict of Interest.** The Locality warrants that it has fully complied with the Virginia Conflict of Interest Act, Va. Code §§ 2.2-3100 et seq., as amended, in connection with the Project and the funding provided by this Agreement.

**Section 5.11. Records Availability.** The Locality agrees to maintain complete and accurate books and records of the Project Costs, and further, to retain all books, records, and other documents relative to this Agreement for five (5) years after final disbursement of funding proceeds, or until completion of an audit commenced by the Commonwealth of Virginia within the five (5) years after final disbursement of funding of proceeds. The Authority, the Board, the Department, the Fund, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period. Additionally, the Authority, the Fund, the Board, the Department and/or its representatives shall have the right to access worksites for the purpose of ensuring that the provisions of this Agreement are properly carried out and enforced.

**Section 5.12. Ownership of Documents.** Copies of any reports, studies, photographs, negatives, or other documents prepared by the Locality in the performance of its obligations under this Agreement, at the option of the Authority, the Board, or the Department, shall be remitted to the Fund by the Locality upon completion, termination or cancellation of this Agreement.

**Section 5.13. Governmental Requirements.** (a) The Locality agrees to comply with all applicable governmental requirements pertaining to the Project and the use and application of funds provided hereunder, including but not limited to, the Virginia Sewage Collection and Treatment Regulations, 9 VAC 25-790 et seq., as amended, and the requirements and provisions

identified in the Virginia Public Procurement Act, Va. Code §§ 2.2-4300 et seq., as amended, when procuring professional or construction services for work identified in this Agreement.

(b) The Locality agrees to comply with the Davis-Bacon Act and related acts, as amended, with respect to the Project and require that all laborers and mechanics employed by contractors and subcontractors for the Project shall be paid wages at rates not less than those prevailing on projects of a similar character in the Locality, as determined by the United States Secretary of Labor in accordance with Section 513 of the Federal Water Pollution Control Act, as amended.

(c) The Locality agrees to comply with all federal requirements, including Section 608 of the Federal Water Pollution Control Act and related acts, as amended, with respect to the Project and require that all iron and steel products used for the Project are to be produced in the United States as required under such act. The term “iron and steel products” is defined to mean the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete and construction materials.

(d) The Locality agrees to develop and implement a fiscal sustainability plan (“FSP”) to the reasonable satisfaction of the Department that includes but is not limited to: (1) an inventory of critical assets that are part of the treatment works, (2) evaluation of the condition and performance of inventoried assets or asset groupings, (3) certification that the recipient has evaluated and will be implementing water and energy conservation efforts as part of the plan, and (4) a plan for maintaining, repairing, funding, and as necessary, replacing the treatment works. Except as may otherwise be approved by the Department, disbursements shall be held at eighty percent (80%) of the maximum authorized amount of the funding hereunder until a draft FSP is submitted to the Department and at ninety-five percent (95%) of the maximum authorized amount of the funding hereunder until a final FSP is submitted and approved by the Department.

(e) The Locality agrees to comply with all federal requirements imposed by 2 C.F.R. § 200.216, implementing P.L. 115-232, Section 889, as amended and supplemented and in effect from time to time, with respect to the Project. Such requirements include, among other things, that the Locality is prohibited from obligating or expending the Local Bond Proceeds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use certain covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(f) The Locality agrees to display the requisite “Investing in America” signage at the location of the Project in a manner that informs the public that all or a portion of the Project was funded by the Bipartisan Infrastructure Law or the Inflation Reduction Act, as applicable. The signage must be placed at the Project construction sites in an easily visible location that can be directly linked to the Project and must be maintained in good condition throughout the construction period of the Project. The Locality shall ensure compliance with the guidelines and design specifications published or otherwise provided by the EPA from time to time.

**Section 5.14. Notices.** Unless otherwise provided for herein, all notices, approvals, consents, correspondence and other communications under this Agreement shall be in writing and shall be deemed delivered to the following:

Fund: Virginia Resources Authority  
As Administrator of the Virginia  
Water Facilities Revolving Fund  
1111 East Main Street, Suite 1920  
Richmond, Virginia 23219  
Attention: Executive Director

Authority: Virginia Resources Authority  
1111 East Main Street, Suite 1920  
Richmond, Virginia 23219  
Attention: Executive Director

Department  
and Board: Virginia Department of Environmental Quality  
State Water Control Board  
Construction Assistance Program  
P.O. Box 1105  
Richmond, Virginia 23218  
Attention: Executive Director

Locality: City of Richmond, Virginia  
410 N. Main Street  
Hillsville, Virginia 24343  
Attention: Town Manager

A duplicate copy of each notice, approval, consent, correspondence or other communications shall be given to each of the other parties named.

## **ARTICLE VI** **COUNTERPARTS**

This Agreement may be executed in any number of Counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

*[Remainder of this page intentionally left blank]*



WITNESS the following signatures, all duly authorized.

**VIRGINIA RESOURCES AUTHORITY, as  
Administrator of the Virginia Water Facilities  
Revolving Fund**

By: \_\_\_\_\_  
Shawn B. Crumlish, Executive Director

**CITY OF RICHMOND, VIRGINIA**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Approved as to Form:

*Sophia A. Koziol*  
\_\_\_\_\_  
Assistant City Attorney

**Exhibit A**

**PROJECT DESCRIPTION  
CITY OF RICHMOND, VIRGINIA  
C-515861**

The Project includes funding wastewater treatment plant sludge thickening and dewatering facilities improvements, together with related expenses.

**Exhibit B**

**PROJECT BUDGET  
CITY OF RICHMOND, VIRGINIA  
C-515861**

[To Come]

**Exhibit C**

**FORM OF REQUISITION  
CITY OF RICHMOND, VIRGINIA  
C-515861**

[LETTERHEAD OF LOCALITY]

[Date]

Karen M. Doran, Program Manager  
Construction Assistance Program  
Department of Environmental Quality  
P. O. Box 1105  
Richmond, Virginia 23218

Re: City of Richmond, Virginia  
Funding No. C-515861

Dear Ms. Doran:

This requisition, Number \_\_\_\_\_, is submitted in connection with the Financing Agreement and Funding Agreement, each dated as of \_\_\_\_\_ 1, 2025 (the “Agreements”), between the Virginia Resources Authority, as Administrator of the Virginia Water Facilities Revolving Fund (the “Authority”), and City of Richmond, Virginia (the “Borrower”). Unless otherwise defined in this requisition, all capitalized terms used herein shall have the meaning set forth in Article I of the Agreements. The undersigned Authorized Representative of the Borrower hereby requests disbursement of loan proceeds under the Agreements in the amount of \$\_\_\_\_\_, for the purposes of payment or reimbursement of the Project Costs as set forth in Schedule 1 attached hereto.

Attached hereto are invoices relating to the items for which payment is requested.

To the extent the Borrower will not apply the amounts requested by this Requisition to reimburse itself for the payment of Project Costs already paid, the Borrower will spend such amounts on Project Costs within five banking days following the Borrower’s receipt of such amounts. In addition, the undersigned certifies that the Borrower has conducted adequate oversight for compliance with the Davis-Bacon Act and related acts through (a) the review of payrolls and associated certifications, and (b) the posting of all wage determinations and additional classifications (as appropriate) on the work site, and through this oversight, the Borrower has determined to the best of its ability that the Project complies with the requirements of the Davis-Bacon Act and related acts. The Borrower further certifies that all products

included in this request satisfy the appropriate provisions of the American Iron and Steel requirements included in the Agreements.

The undersigned further certifies that (a) no Event of Default or Default has occurred and is continuing, and no condition exists which, with the passing of time or with the giving of notice or both, would constitute an Event of Default hereunder, and (b) the representations and warranties of the Borrower contained in the Agreements are true, correct and complete and the Borrower has performed all of its obligations thereunder required to be performed as of the date hereof.

This requisition includes an accompanying Certificate of the Consulting Engineer as to the performance of the work.

By signing this requisition, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the Agreements. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

Very truly yours,

By: \_\_\_\_\_

Its: \_\_\_\_\_

Attachments

cc: DEQ Regional Engineer (with all attachments)

**CERTIFICATE OF THE CONSULTING ENGINEER  
FORM TO ACCOMPANY REQUEST FOR DISBURSEMENT**

This Certificate is being executed and delivered in connection with Requisition Number \_\_\_\_, dated \_\_\_\_, 20\_\_, submitted by City of Richmond, Virginia (the “Borrower”), pursuant to the Financing Agreement and the Funding Agreement, each dated as of \_\_\_\_ 1, 2025 (the “Agreements”), between the Virginia Resources Authority, as Administrator of the Virginia Water Facilities Revolving Fund (the “Authority”), and the Borrower. Capitalized terms used herein shall have the same meanings set forth in Article I of the Agreements.

The undersigned Consulting Engineer for the Borrower hereby certifies to the Authority that, insofar as the amounts covered by this Requisition include payments for labor or to contractors, builders or materialmen, such work was actually performed or such materials, supplies or equipment were actually furnished to or installed in the construction portion of the Project.

\_\_\_\_\_  
[Consulting Engineer]

By:\_\_\_\_\_

Date:\_\_\_\_\_

**SCHEDULE 1**  
**VIRGINIA WATER FACILITIES REVOLVING FUND**  
**FORM TO ACCOMPANY REQUEST FOR DISBURSEMENT – FUNDING PROCEEDS**

**REQUISITION #** \_\_\_\_\_  
**LOCALITY:** CITY OF RICHMOND, VIRGINIA  
**FUNDING NUMBER:** C-515861

**CERTIFYING SIGNATURE:** \_\_\_\_\_  
**TITLE:** \_\_\_\_\_

Cost Category	Amount Budgeted	Previous Disbursements	Expenditures This Period	Total Expenditures to Date	Net Balance Remaining

**Total Funding Amount \$** \_\_\_\_\_  
**Previous Disbursements \$** \_\_\_\_\_  
**This Request \$** \_\_\_\_\_  
**Funding Proceeds Remaining \$** \_\_\_\_\_