

INTRODUCED: September 22, 2025

AN ORDINANCE No. 2025-223

To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to accept funds in the amount of \$100,000,000.00 from the Virginia Department of Environmental Quality and to amend the Fiscal Year 2025-2026 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 \$100,000,000.00 for the purpose of funding the Canoe Run Park Storage Tank project.

Patron – Mayor Avula

Approved as to form and legality
By the City Attorney

PUBLIC HEARING: OCT 14 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 \$100,000,000.00 from the Virginia Department of Environmental Quality for the purpose of funding the Canoe Run Park Storage Tank project.

§ 2. That Article 1, Section 11 of Ordinance No. 2025-057, adopted May 12, 2025, which adopted the Wastewater Utility Budget for the fiscal year commencing July 1, 2025, and

AYES: _____ NOES: _____ ABSTAIN: _____

ADOPTED: _____ REJECTED: _____ STRICKEN: _____

ending June 30, 2026, be and is hereby amended by increasing the estimated receipts of the wastewater utility and the amount appropriated for expenditures of the wastewater utility by \$100,000,000.00 for the purpose of funding the Canoe Run Park Storage Tank project.

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

City of Richmond

Intracity Correspondence

O&R Transmittal

DATE: September 2, 2025 **EDITION:** 2

TO: The Honorable Members of City Council

THROUGH: The Honorable Danny Avula, Mayor

THROUGH: Odie Donald II, Chief Administrative Officer

THROUGH: Tanikia S. Jackson, DCAO for Finance and Administration

THROUGH: Letitia Shelton, Director of Finance

THROUGH: Meghan Brown, Director of Budget and Strategic Planning

FROM: Scott Morris, Director of Public Utilities

RE: TO AMEND THE FY 2026 ADOPTED WASTEWATER UTILITY BUDGET
AND TO AUTHORIZE THE CHIEF ADMINISTRATIVE OFFICER TO
ACCEPT AND APPROPRIATE FUNDS FROM THE COMMONWEALTH OF
VIRGINIA, DEPARTMENT OF ENVIRONMENTAL QUALITY IN THE
AMOUNT OF \$100,000,000.00 FOR THE CANOE RUN PARK STORAGE
TANK PROJECT.

ORD. OR RES. No. _____

PURPOSE: To amend Ord. No. 2025-057 adopted May 12, 2025, which adopted the Wastewater Utility Budget for FY 2026, and to authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to accept funds in the amount of up to \$100,000,000.00 from the Commonwealth of Virginia, Department of Environmental quality and appropriate the revenues by amending the FY 2026 Wastewater Utility Budget for the Canoe Run Park Storage Tank Project.

BACKGROUND: On August 7, 2024, the Department of Public Utilities received approval for its Combined Sewer System (CSS) Final Plan in response to the 2020 CSO Law (SB 1064). The CSS Final Plan included a concept plan to construct a 6-million-gallon combined sewer overflow (CSO) storage tank to mitigate overflows of CSO-040, capturing approximately 80-million gallons

of untreated overflow volume within an average year. The storage tank is planned to include, odor control, a cleaning system, a diversion structure and connections to the existing sewer. The project site is located within a City owned property at Canoe Run Park which is bounded by Riverside Drive, Semmes Avenue, W 22nd Street and W 24th Street, a 10-acre park with a walking loop, benches, playground and picnic structures.

In support of the City's Combined Sewer Overflow (CSO) Program, the Virginia General Assembly appropriated state grant funds (HB1600 and SB800) to the City of Richmond for fiscal years 2025 and 2026, in the amounts of \$75 million and \$25 million, respectively. Pursuant to the passing of HB1600 and SB800, both DPU and DEQ coordinated on the development of the grant agreement to allow the City to be reimbursed for the capital costs associated with the implementation of Canoe Run Park Storage Tank Project.

The project is anticipated to be procured using a Fixed-Price Design-Build delivery method and the project costs are expected to be in the range of \$100-140 million. The design-build project delivery method means that the City executes a two-step procurement (Request for Qualifications followed by Request for Proposals) to contract with a team comprised of both an engineering firm and a construction general contractor. The design-build team manages the project through both the design and construction phases, ensuring it stays on budget and on schedule. The design-build delivery method establishes a single fixed-price contract which covers both design and construction services. The design-build delivery will provide better opportunity for construction contractor input into the value engineering process, more accurate pre-construction cost estimates, accelerated advance ordering of key long lead time equipment and is expected to reduce potential change order costs during construction. The design-build delivery will also provide better bidding opportunities for local, minority and emerging small business subcontractors and has a 10 percent minority business enterprise participation goal.

DPU is finalizing the Request for Qualifications document and preliminary engineering report and in the process of defining the general facility requirements and obtaining site investigation data that will be required for define the technical requirements and contractual terms and conditions

included Request for Proposals for design-build services. The Request for Qualifications and Request for Proposals are expected to be issued in September 2025 and January 2026, respectively. DPU anticipates an to award a contract in June 2026 and the project is currently estimated to be completed in December 2029.

COMMUNITY OUTREACH: Community outreach efforts have been ongoing throughout the planning phase of the Canoe Run Park Storage Tank project and will continue through the design and construction phases. Outreach efforts to date have included:

- In coordination with 5th District Councilmember Lynch and her office, a virtual community meeting was held on July 9, 2025 to inform the public about the upcoming project;
- The project has been shared with, and feedback received from, the RVAH2O Technical Stakeholders at the Department of Public Utilities' regular RVAH2O meetings;
- Coordination with Department of Parks, Recreation, and Community Facilities to inform them of the need to close Canoe Run Park to the public during construction; and
- Project information is available at www.rvah2o.org and will be updated with additional relevant information as the project has progressed.

STRATEGIC INITIATIVES AND OTHER GOVERNMENTAL: The Canoe Run Project aligns with the goals of the RVA Clean Water Plan, Combined Sewer System Final Plan, and the requirements of the 2020 CSO Law (SB 1064).

FISCAL IMPACT: The FY 2025-2026 Wastewater Utility budget will be amended to accept funds and appropriate \$100,000,000.00 of funds to the Wastewater Utility.

DESIRED EFFECTIVE DATE: Upon adoption

REQUESTED INTRODUCTION DATE: September 22, 2025

CITY COUNCIL PUBLIC HEARING DATE: October 14, 2025

REQUESTED AGENDA: Consent Agenda

RECOMMENDED COUNCIL COMMITTEE: Governmental Operations Committee

AFFECTED AGENCIES: Department of Public Utilities; Finance Department; Budget and Strategic Planning; copies also sent to: City Mayor (Danny Avula); Chief Administrative Officer (Odie Donald II); and City Attorney (2).

RELATIONSHIP TO EXISTING ORD. OR RES.: Amend Ord. No. 2025-057 adopted May 12, 2025

ATTACHMENTS: Virginia Department of Environmental Quality Grant Agreement SLAF Grant No.: 2025-CSO-01

STAFF: Billy Vaughan, Deputy Director, DPU – (804) 646-5232
Laura Bendernagel, Senior Deputy Director, DPU – (804) 754-6578



Commonwealth of Virginia

VIRGINIA DEPARTMENT OF ENVIRONMENTAL QUALITY

www.deq.virginia.gov

Stefanie K. Taillon
Secretary of Natural and Historic Resources

Michael S. Rolband, PE, PWD, PWS Emeritus
Director

GRANT AGREEMENT

Grant No.: 2025-CSO-01

THIS AGREEMENT is made as of this _____ day of _____, 2025 by and between the Virginia Department of Environmental Quality (the "Department"), and the City of Richmond, Department of Public Utilities, Virginia (the "Grantee").

Pursuant to Item 365 in Chapter 725 of the 2025 Acts of Assembly (the Commonwealth's 2025-26 Budget) (the "Act"), the General Assembly provided general funds to the City of Richmond, Department of Public Utilities, to pay a portion of the costs of its combined sewer overflow control project. Any balances for the purposes specified which are unexpended at year-end shall not revert to the general fund but shall be carried forward and reappropriated.

The Grantee has been approved by the Department to receive a Grant from the Fund subject to the terms and conditions herein to finance the cost of the Eligible Project. The Grantee will use the Grant to finance the Eligible Project Costs needed to implement the project as outlined in Exhibit A and in accordance with the Total Eligible Project Budget in Exhibit B. The Grantee shall not use any portion of the Grant to finance Eligible Project Costs funded by other sources. Such other sources may include, but are not limited to, the Virginia Water Facilities Revolving Fund, Chapter 22, Title 62.1 of the Code of Virginia (1950), as amended.

This Agreement provides for payment of the Grant and design and construction of the Eligible Project. This Agreement is supplemental to the State Water Control Law, Chapter 3.1, Title 62.1 of the Code of Virginia (1950), as amended, and it does not limit in any way the other water quality restoration, protection and enhancement, or enforcement authority of the State Water Control Board (the "Board") or the Department.

ARTICLE I
DEFINITIONS

1. The capitalized terms contained in this Agreement shall have the meanings set forth below unless the context requires otherwise:

(a) "Agreement" means this Grant Agreement between the Department and the Grantee, together with any amendments or supplements hereto.

City of Richmond Department of Public Utilities

VADEQ Grant Agreement # 2025-CSO-01

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

(c) “Eligible Project” means all grant eligible items of the particular project described in Exhibit A to this Agreement to be designed and constructed by the Grantee with, among other monies, the Grant, with such changes thereto as may be approved in writing by the Department and the Grantee.

(d) “Eligible Project Costs” means the approved expense items comprising the Project Budget as set forth in Exhibit B to this Agreement, with such changes as may be approved in writing by the Department and the Grantee.

(e) “Extraordinary Conditions” means unforeseeable or exceptional conditions resulting from causes beyond the reasonable control of the Grantee such as, but not limited to fires, floods, strikes, acts of God, and acts of third parties that singly or in combination cause material breach of this Agreement.

(f) “Grant” means the particular grant described in Section 4.0 of this Agreement, with such changes thereto as may be approved in writing by the Department and the Grantee.

(g) “Total Eligible Project Budget” means the itemized listing and amounts of approved Eligible Project Costs for which the Grantee may request reimbursement from Grant funds that is set forth in Exhibit B to this Agreement, with such changes thereto as may be approved in writing by the Department and the Grantee.

(h) “Total Project Budget” means the sum of the Eligible Project Costs (with such changes thereto as may be approved in writing by the Department and the Grantee) plus any ineligible costs that are solely the responsibility of the Grantee, as set forth in Exhibit B to this Agreement.

(i) “Project Engineer” means the Grantee’s engineer who must be a licensed professional engineer registered to do business in Virginia and designated by the Grantee as the Grantee’s engineer for the Eligible Project in a written notice to the Department.

(j) “Project Schedule” means the schedule for the Eligible Project as set forth in Exhibit C to this Agreement, with such changes thereto as may be approved in writing by the Department and the Grantee. The Project Schedule assumes timely approval of adequate plans and specifications and timely reimbursement in accordance with this Agreement by the Department.

VADEQ Grant Agreement # 2025-CSO-01

ARTICLE II
SCOPE OF PROJECT

2. The Grantee will cause the Eligible Project to be designed, constructed and placed in operation as described in Exhibit A to this Agreement and in accordance with the (i) Project Schedule in Exhibit C to this Agreement and (ii) plans and specifications prepared by the Project Engineer or equivalent and approved by the City of Richmond, Department of Public Utilities. The Department shall review all plans and specifications to ensure the project is consistent with the language of the Act prior to final approval by the grantee.

ARTICLE III
PROJECT PERIOD AND PROJECT SCHEDULE

3. The project shall commence upon execution of this agreement and shall terminate no later than June 30, 2030 (the "Project Period"). The Grantee will otherwise cause the Project to be completed in accordance with the Project Schedule outlined in Exhibit C to this Agreement. The Grantee shall not use any of the funds expended for any work performed outside of the Scope of Work in Exhibit A and/or the Project Budget set forth in Exhibit B. The Grantee shall not use the funds expended for any work performed after the expiration of the Project Period.

ARTICLE IV
COMPENSATION

4.0. Grant Amount. The total Grant award under this Agreement is up to **\$100,000,000.00**. Any material changes made to the Eligible Project after execution of this Agreement, which alters the Total Eligible Project Budget, will be submitted to the Department for review of grant eligibility. The amount of the Grant award set forth herein may be modified from time to time by agreement of the parties to reflect changes to the Eligible Project or the Total Eligible Project Budget. Any such agreed upon changes must be documented in a formal written modification to this Agreement signed by the Department and the Grantee.

4.1. Project Budget Changes. Project Budget changes that exceed the lesser of \$100,000 or 10% of the Project Budget total must be approved in advance in writing by the Department through a formal Agreement modification issued in accordance with Section 7.3. The Grantee must notify the Department in advance via email of any Project Budget changes that do not exceed this threshold. This threshold is cumulative of all Project Budget changes made over time. Any Project Budget changes must be otherwise in accordance with this Agreement. The Department is under no obligation to reimburse any expenses that do not satisfy this provision.

4.2. Payment of Grant. Disbursement of the Grant will be in accordance with the payment provisions set forth in Section 4.2 herein and the eligibility determinations made in accordance with the Total Project Budget in Exhibit B to this Agreement.

City of Richmond Department of Public Utilities

VADEQ Grant Agreement # 2025-CSO-01

4.3. Disbursement of Grant Funds. The Department will disburse the Grant to the Grantee no more frequently than once per calendar month for approved eligible reimbursements, with a minimum reimbursement amount of ten thousand (\$10,000.00) dollars (excluding initial professional services payments and the final payment), upon receipt by the Department of the following:

(a) A requisition for approval by the Department, signed by the Authorized Representative and containing all receipts, vouchers, statements, invoices or other evidence that costs in the Total Eligible Project Budget, including the applicable local share for the portion of the Eligible Project covered by such requisition, have been incurred or expended and all other information called for by, and otherwise being in the form of, Exhibit D to this Agreement.

(b) If any requisition includes an item for payment for labor or to contractors, builders or material men, a certificate, signed by the Project 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 Eligible Project.

Upon receipt of each such requisition and accompanying certificate(s) and schedule(s), the Department shall request disbursement of the Grant to the Grantee in accordance with such requisition to the extent approved by the Department.

Except as may otherwise be approved by the Department, disbursements shall be held at ninety-five percent (95%) of the total Grant amount to ensure satisfactory completion of the Eligible Project. Satisfactory completion includes the submittal to the Department the Responsibilities & Maintenance Plan required by Section 5.1 herein. Upon receipt from the Grantee of the certificate specified in Section 4.5 and a final requisition detailing all retainage to which the Grantee is then entitled, the Department, subject to the provisions of this section and Section 4.3 herein, shall request disbursement to the Grantee of the final payment from the Grant.

4.4. Application of Grant Funds. The Grantee agrees to apply the Grant solely and exclusively to the reimbursement of Eligible Project Costs. The Grantee shall spend the Grant funds according to the specified categories of the Total Project Budget set forth in Exhibit B to this Agreement.

4.5. Agreement to Complete Project. The Grantee agrees to cause the Eligible Project to be designed and constructed, as described in Exhibit A to this Agreement, and in accordance with (i) the schedule in Exhibit C to this Agreement and (ii) plans and specifications prepared by the Project Engineer and approved by the Department.

4.6. Notice of Substantial Completion. When the Eligible Project has been completed, the Grantee shall promptly deliver to the Department a certificate signed by the Authorized Representative and by the Project Engineer stating (i) that the Eligible 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 certificates of occupancy and operation necessary for start-up for the Eligible Project have been issued or obtained; and (iv) the amount, if any, to be released for payment of the final Eligible Project Costs.

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ARTICLE V
RESPONSIBILITIES AND MAINTENANCE PLAN

5.0 Plan Submittal. No later than thirty (30) days from the date of the Notice of Substantial Completion, the Grantee shall submit to the Department a Responsibilities and Maintenance Plan for the Eligible Project.

5.1 Plan Elements. The plan required by Section 5.0 shall include a description of the project type, a recommended schedule of inspection and maintenance, and the identification of a person, persons or position within an organization responsible for administering and maintaining the plan for the useful service life of the installed facilities. If the Eligible Project includes construction on private property, the plan shall document the Grantee's right to access the Eligible Project for purposes of implementing the plan required by Section 5.0.

5.2 Recordation. Long-term responsibility and maintenance requirements for facilities located on private property shall be set forth in an instrument recorded in the local land records and shall be consistent with 9VAC25-875-130 of the Virginia Erosion and Stormwater Management Regulation.

ARTICLE VI
MATERIAL BREACH

6.0. Material Breach. Any failure or omission by the Grantee to perform its obligations under this Agreement, unless excused by the Department, is a material breach.

6.1. Notice of Material Breach. If at any time the Grantee determines that it is unable to perform its obligations under this Agreement, the Grantee shall promptly provide written notification to the Department. This notification shall include a statement of the reasons it is unable to perform, any actions to be taken to secure future performance and an estimate of the time necessary to do so.

6.2. Monetary Assessments for Breach. In case of Material Breach, Grant funds will be re-paid into the State Treasury and credited to the general fund. Within 90 days of receipt of written demand from the Department, the Grantee shall re-pay the Grant funds for the corresponding material breaches of this Agreement unless the Grantee asserts a defense pursuant to the requirements of Section 6.3 herein.

6.3 Extraordinary Conditions. The Grantee may assert, and it shall be a defense to any action by the Department to collect Grant funds or otherwise secure performance of this Agreement that the alleged non-performance was due to Extraordinary Conditions, provided that the Grantee:

(a) takes reasonable measures to effect a cure or to minimize any non-performance with the Agreement, and

(b) provides written notification to the Department of the occurrence of Extraordinary Conditions, together with an explanation of the events or circumstances contributing to such Extraordinary Conditions, no later than 10 days after the discovery of the Extraordinary Conditions.

City of Richmond Department of Public Utilities

VADEQ Grant Agreement # 2025-CSO-01

If the Department disagrees that the events or circumstances described by the Grantee constitute Extraordinary Conditions, the Department must provide the Grantee with a written objection within sixty (60) days of Grantee's notice under paragraph 6.3(b), together with an explanation of the basis for its objection.

6.4 Resolution and Remedy. If no resolution is reached by the parties, the Department may immediately bring an action in the Circuit Court of the City of Richmond to recover part or all of the Grant funds. In any such action, the Grantee shall have the burden of proving that the alleged noncompliance was due to Extraordinary Conditions. The Grantee agrees to venue to any such action in the Circuit Court of the City of Richmond, either north or south of the James River in the option of the Department.

6.5 Indemnification. To the extent permitted by law and subject to legally available funds, the Grantee shall indemnify and hold the Department and their respective members, directors, officers, employees, attorneys and agents (the "Indemnitees"), harmless against any and all liability, losses, damages, costs, expenses, penalties, taxes, causes of action, suits, claims, demands and judgments of any nature arising from or in connection with any misrepresentation, breach of warranty, noncompliance or default by or on behalf of the Grantee under this Agreement, including, without limitation, all claims or liability, such indemnification to include the reasonable costs and expenses of defending itself or investigating any claim of liability and other reasonable expenses and attorneys' fees incurred by any of the Indemnitees in connection therewith. This paragraph shall not constitute an express or implied waiver of any applicable immunity afforded the Grantee.

ARTICLE VII
GENERAL PROVISIONS

7.0. Effect of the Agreement on Permits. This Agreement shall not be deemed to relieve the Grantee of its obligations to comply with the terms of its Virginia Pollutant Discharge Elimination System (VPDES) and/or Virginia Water Protection (VWP) permit(s) issued by the Board. This Agreement does not obviate the need to obtain, where required, any other State or Federal permit(s).

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

7.2. Non-Waiver. No waiver by the Department of any one or more defaults by the Grantee in the performance of any provision of this Agreement shall operate or be construed as a waiver of any future default or defaults of whatever character.

7.3. Integration and Modification. This Agreement constitutes the entire Agreement between the Grantee and the Department. No alteration, amendment or modification of the provisions of this Agreement shall be effective unless reduced to writing, signed by the Department and the Grantee and attached hereto. This Agreement may be modified by agreement of the parties for any purpose.

7.4. 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, the provisions of this Agreement shall control.

City of Richmond Department of Public Utilities

VADEQ Grant Agreement # 2025-CSO-01

7.5. Non-Discrimination. In the performance of this Agreement, the Grantee warrants that it will not discriminate against any employee, or other person, on account of race, color, sex, religious creed, ancestry, age, national origin or other non-job related factors. The Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

7.6. Conflict of Interest. The Grantee warrants that it has fully complied with the Virginia Conflict of Interest Act as it may apply to this Agreement.

7.7. Applicable Laws. This Agreement shall be governed in all respects whether as to validity, construction, capacity, performance or otherwise, by the laws of the Commonwealth of Virginia. The Grantee further agrees to comply with all laws and regulations applicable to the Grantee's performance of its obligations pursuant to this Agreement.

7.8. Records Availability. The Grantee agrees to maintain complete and accurate books and records of the Eligible Project Costs, and further, to retain all books, records, and other documents relative to this Agreement for three (3) years after the final Verification Inspection. The Department, its authorized agents, and/or State auditors will have full access to and the right to examine any of said materials during said period. Additionally, the Department and/or its representatives will have the right to access work sites during normal business hours, after reasonable notice to the Grantee, for the purpose of ensuring that the provisions of this Agreement are properly carried out.

7.9. 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.

7.10. Notices. All notices given hereunder shall be in writing and shall be sent by United States certified mail, return receipt requested, postage prepaid, and shall be deemed to have been received at the earliest of: (a) the date of actual receipt of such notice by the addressee, (b) the date of the actual delivery of the notice to the address of the addressee set forth below, or (c) five (5) days after the sender deposits it in the mail properly addressed. All notices required or permitted to be served upon either party hereunder shall be directed to:

Department: Virginia Department of Environmental Quality
Clean Water Financing and Assistance Program
P.O. Box 1105
Richmond, VA 23218
Attn: CWFAP Deputy Director

Grantee: City of Richmond Department of Public Utilities
730 E. Broad Street
6th Floor
Richmond, VA 23219
Attn: Odie Donald II

City of Richmond Department of Public Utilities

VADEQ Grant Agreement # 2025-CSO-01

7.11. Successors and Assigns Bound. This Agreement shall extend to and be binding upon the parties hereto, and their respective legal representatives, successors and assigns.

7.12. Exhibits. All exhibits to this Agreement are incorporated herein by reference.

ARTICLE VIII
COUNTERPARTS

8. 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.

ARTICLE IX
CREDIT GENERATION

9. To aid in implementing the Nutrient Credit Exchange Program, the Grantee shall make all Point Source Nitrogen and Phosphorus Credits generated in a calendar year available for nutrient allocation compliance. "Point Source Nitrogen Credit" and "Point Source Phosphorus Credit" shall have the meaning as defined in Virginia Code §62.1-44.19:13. The amount of Credits and facilities authorized to generate Credits shall be governed by the Watershed General Permit Regulation for Total Nitrogen and Total Phosphorus Discharges and Nutrient Trading (9 VAC 25-820). The Department shall control Credits not otherwise used by the Grantee for waste load allocations or compliance purposes and will make such Credits reasonably available to other dischargers for nutrient allocation compliance through the Water Quality Improvement Fund. For purposes of this Agreement, "used by the Grantee" shall include any use whereby the Credits are applied to any compliance obligation of the Grantee, included within an individual compliance obligation of the Grantee, included within an individual compliance plan or basin-level compliance plan of the Virginia Nutrient Credit Exchange Association, or traded to and used by the owner or operator of another facility for nutrient allocation compliance.

WITNESS the following signatures, all duly authorized.

VIRGINIA DEPARTMENT OF ENVIRONMENTAL QUALITY

Edwards Alvie

Digitally signed by: Edwards Alvie
xqp92569
DN: CN = Edwards Alvie xqp92569 OU
= COV-Users, End-Users, DEQ
Date: 2025.08.08 13:16:44 -04'00'

By: xqp92569 Date: _____
Alvie Edwards, Director of Administration

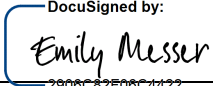
CITY OF RICHMOND DEPARTMENT OF PUBLIC UTILITIES

By: _____ Date: _____
Odie Donald II, Chief Administrative Officer

City of Richmond Department of Public Utilities

VADEQ Grant Agreement # 2025-CSO-01

Approved to Form

By:  Emily Messer, Assistant City Attorney Date: 8/12/2025

VADEQ Grant Agreement # 2025-CSO-01

EXHIBIT A

ELIGIBLE PROJECT DESCRIPTION

Grantee: City of Richmond Department of Public Utilities

Grant No.: 2025-CSO-01

Project Description: Canoe Run Park Storage Tank. This project includes the design and construction of a new storage tank and diversion structure to divert and capture wet weather flows during wet weather events to ultimately be conveyed for treatment.

City of Richmond Department of Public Utilities

VADEQ Grant Agreement # 2025-CSO-01

EXHIBIT B

TOTAL PROJECT BUDGET

Grantee: City of Richmond Department of Public Utilities

Grant No.: 2025-CSO-01

The following budget reflects the estimated costs associated with eligible cost categories of the project.

Project Category / Project Name	Project Cost	Eligible Cost	Grant Amount
Design Engineering			
Canoe Run Park Storage Tank	\$15,000,000.00	\$15,000,000.00	\$15,000,000.00
Sub-Total	\$15,000,000.00	\$15,000,000.00	\$15,000,000.00
Construction			
Canoe Run Park Storage Tank	\$112,000,000.00	\$80,000,000.00	\$80,000,000.00
Sub-Total	\$112,000,000.00	\$80,000,000.00	\$80,000,000.00
Other			
Canoe Run Park Storage Tank			
Construction Mgmt & Inspection	\$5,000,000.00	\$5,000,000.00	\$5,000,000.00
Administration & Overhead	\$3,810,000.00	\$0.00	\$0.00
Sub-Total	\$8,810,000.00	\$5,000,000.00	\$5,000,000.00
TOTALS	\$135,810,000.00	\$100,000,000.00	\$100,000,000.00

City of Richmond Department of Public Utilities

EXHIBIT C

PROJECT SCHEDULE

Grantee: City of Richmond Department of Public Utilities

Grant No.: 2025-CSO-01

The Grantee has proposed the following schedule of key activities/milestones as a planning tool which may be subject to change. Unless authorized by a grant modification, it is the responsibility of the Grantee to adhere to the anticipated schedule for the Eligible Project as follows:

Project Name	Project Description / Milestone	Schedule / Timeline
Canoe Run Park Storage Tank	Start Planning	May 2025
	Complete Planning	July 2026
	Start Construction	July 2026
	Complete Construction	Dec 2029

The Grantee has proposed the following estimates for the grant funds for which it will request reimbursement:

Quarter	Estimated Amount of Grant Funds to be Requested for Reimbursement
July – September 2025	\$0
October – December 2025	\$0
January – March 2026	\$0
April – June 2026	\$0
July – September 2026	\$3,702,086
October – December 2026	\$3,702,086
January – March 2027	\$5,939,071
April – June 2027	\$5,939,071
July – September 2027	\$5,939,071
October – December 2027	\$5,939,071
January – March 2028	\$13,880,184
April – June 2028	\$13,880,184
July – September 2028	\$13,880,184
October – December 2028	\$13,880,184
January – March 2029	\$10,056,193
April – June 2029	\$3,262,617
July – September 2029	\$0
October – December 2029	\$0

EXHIBIT D

REQUISITION FOR REIMBURSEMENT

(To be on Grantee's Letterhead)

Department of Environmental Quality
Clean Water Financing and Assistance Program
P.O. Box 1105
Richmond, VA 23218
Attn.: Director, Clean Water Finance and Training Services

RE: **2025 CSO Grant**

Grant No.: 2025-CSO-01
Canoe Run Park Storage Tank

Dear Director:

This requisition, Number ____, is submitted in connection with the referenced Grant Agreement, dated as of *[insert date of grant agreement]* between the Virginia Department of Environmental Quality and _____. Unless otherwise defined in this requisition, all capitalized terms used herein shall have the meaning set forth in Article I of the Grant Agreement. The undersigned Authorized Representative of the Grantee hereby requests disbursement of grant proceeds under the Grant Agreement in the amount of \$_____, for the purposes of payment of the Eligible Project Costs as set forth on Schedule I attached hereto.

Copies of invoices relating to the items for which payment is requested are attached.

The undersigned certifies that the amounts requested by this requisition will be applied solely and exclusively to the reimbursement of the Grantee for the payment of Eligible Project Costs that are Capital Expenditures.

This requisition includes (if applicable) an accompanying Certificate of the Project Engineer as to the performance of the work.

Sincerely,

(Authorized Representative of the Grantee)

Date: _____

City of Richmond Department of Public Utilities

CERTIFICATE OF THE PROJECT ENGINEER
FORM TO ACCOMPANY REQUEST FOR REIMBURSEMENT

Grantee: City of Richmond Department of Public Utilities

Grant No.: 2025-CSO-01

This Certificate is submitted in connection with Requisition Number _____, dated _____, 20__, submitted by the _____(the “Grantee”) to the Virginia Department of Environmental Quality. Capitalized terms used herein shall have the same meanings set forth in Article I of the Grant Agreement referred to in the Requisition.

The undersigned Project Engineer for _____ hereby certifies that insofar as the amounts covered by this Requisition include payments for labor or to contractors, builders or material men, such work was actually performed or such materials, supplies, or equipment were actually furnished to or installed in the Eligible Project.

(Project Engineer)

(Date)

SCHEDULE 1
FORM TO ACCOMPANY REQUEST FOR REIMBURSEMENT

REQUISITION # _____

Grantee: City of Richmond DPU

Grant No.: 2025-CSO-01 CERTIFYING SIGNATURE: _____ DATE: _____ TITLE: _____

Cost Category	Total Project Budget	Eligible Project Budget	Grant Budget	Eligible Expenditures This Period	Current Grant Payment	Previous Grant Disbursements	Total Grant Payments to Date	Grant Balance
Design Engineering								
Canoe Run Park Storage Tank	\$15,000,000.00	\$15,000,000.00	\$15,000,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$15,000,000.00
Sub-Total	\$15,000,000.00	\$15,000,000.00	\$15,000,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$15,000,000.00
Construction								
Canoe Run Park Storage Tank	\$112,000,000.00	\$80,000,000.00	\$80,000,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$80,000,000.00
Sub-Total	\$112,000,000.00	\$80,000,000.00	\$80,000,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$80,000,000.00
Other								
Canoe Run Park Storage Tank								
Construction Mgmt & Inspection	\$5,000,000.00	\$5,000,000.00	\$5,000,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,000,000.00
Administration & Overhead	\$3,810,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Sub-Total	\$8,810,000.00	\$5,000,000.00	\$5,000,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,000,000.00
Totals	\$135,810,000.00	\$100,000,000.00	\$100,000,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$100,000,000.00

Total Grant Amount: \$100,000,000.00
Previous Disbursements: \$0.00
This Request: \$0.00
Grant Proceeds Remaining: \$100,000,000.00