

INTRODUCED: November 13, 2023

AN ORDINANCE No. 2023-327

To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to accept funds in the amount of \$750,000.00 from the Virginia Resources Authority, and to amend the Fiscal Year 2023-2024 Water Utility Budget which appropriated the estimated receipts of the water utility, by increasing estimated receipt and the amount appropriated for the water utility by \$750,000.00, for the purpose of funding the City’s lead service line replacement program for residential, school, and day care properties.

Patron – Mayor Stoney and Ms. Lynch

Approved as to form and legality
by the City Attorney

PUBLIC HEARING: DEC 11 2023 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 \$750,000.00 from the Virginia Resources Authority for the purpose of funding the City’s lead service line replacement program for residential, school, and day care properties.

§ 2. That Article I, Section 12 of Ordinance No. 2023-071, adopted May 8, 2023, which adopted the Water Utility Budget for the fiscal year commencing July 1, 2023, and ending June 30, 2024, by increasing the estimated receipts of the water utility and the amount appropriated for

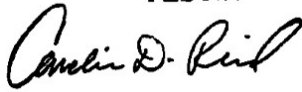
AYES: 8 NOES: 0 ABSTAIN: _____

ADOPTED: DEC 11 2023 REJECTED: _____ STRICKEN: _____

expenditures of the water utility by \$750,000.00 for the purpose of funding the City's lead service line replacement program for residential, school, and day care properties.

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

**A TRUE COPY:
TESTE:**



City Clerk

Approved as to Form:

By: Emily Messer

Emily Messer
Assistant City Attorney
City of Richmond, Virginia



City of Richmond

900 East Broad Street
2nd Floor of City Hall
Richmond, VA 23219
www.rva.gov

Master

File Number: Admin-2023-1664

File ID: Admin-2023-1664

Type: Request for Ordinance or Resolution

Status: Regular Agenda

Version: 1

Reference:

In Control: City Clerk Waiting Room

Department:

Cost:

File Created: 09/25/2023

Subject:

Final Action:

Title:

Internal Notes:

Code Sections:

Agenda Date: 11/13/2023

Indexes:

Agenda Number:

Patron(s):

Enactment Date:

Attachments: Admin-2023-1664 WSL-006-23 Funding Agreement,
Admin-2023-1664 WSL-006-23 Ordinance FY24 VDH
LSLR Grant_approved as to form

Enactment Number:

Contact:

Introduction Date:

Drafter: John.Vaughan@rva.gov

Effective Date:

Related Files:

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	10/10/2023	April Bingham	Approve	10/12/2023
1	2	10/10/2023	Robert Steidel	Approve	10/12/2023
1	3	10/10/2023	Jason May	Approve	10/11/2023
1	4	10/10/2023	Sheila White	Approve	10/11/2023
1	5	10/12/2023	Jeff Gray	Approve	10/12/2023
1	6	10/27/2023	Lincoln Saunders	Approve	10/23/2023
1	7	11/9/2023	Mayor Stoney	Approve	11/14/2023

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File Admin-2023-1664

City of Richmond

Intracity Correspondence

O&R TRANSMITTAL

DATE: October 06, 2023 **EDITION:** 1

TO: The Honorable Members of City Council

THROUGH: The Honorable Levar M. Stoney, Mayor

THROUGH: J.E. Lincoln Saunders, Chief Administrative Officer

THROUGH: Sheila White, Director Finance

THROUGH: Jason May, Director Budget

THROUGH: Robert C. Steidel, Deputy City Administrator, Operations

THROUGH: April M. Bingham, Director, DPU

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

RE: Virginia Water Supply Assistance Grant (“WSAG”); Financial and Construction Assistance Program; Lead Service Line Replacement & Service Line Inventory

ORD. OR RES. No. _____

PURPOSE: To authorize the Chief Administrative Officer to accept funds in the amount of \$750,000.00 from the Virginia Resources Authority (VRA), as administrator of the Virginia Water Supply Revolving Fund, and to appropriate the funds received to the Fiscal Year 2024 Budget by increasing revenues and the amount appropriated to the Department of Public Utilities’ Water Utility enterprise funds for the purpose of funding full lead service line replacements in the City and the

development of an Interactive Service Line Inventory Map that is required to be submitted to the Virginia Department of Health by October 24, 2024.

BACKGROUND: The City operates a Lead Service Line Replacement (LSLR) Grant Program (the “Program”) administered by DPU. The Program aids property owners in replacing their lead water service lines running from the water meter serving their property into their homes. DPU already has funding secured to complete lead service line replacements within the public right of way, but DPU is not authorized to spend utility funds on private infrastructure. \$500,000 of the total allocation of \$750,000 is earmarked for LSLR on residential properties as well as schools and daycare facilities. The work for these replacements will be done by private plumbers certified by the City to participate in the program and hired by the property owner. These grant funds will pay for administrative fees, plumber reimbursement costs for approved LSL Replacements, and public outreach and education.

An additional \$250,000 is included in this grant award for to the development of an Interactive Service Line Inventory Map. The map will be developed under the direction of City staff by a City engineering consultant. This map is required to be submitted to the Virginia Department of Health by October 24, 2024.

COMMUNITY OUTREACH: Prior to implementation of the FY22 LSLR Program, DPU conducted three certification training sessions for local plumbing companies. Currently there are 21 plumbing companies certified to participate in the grant program. In addition, DPU hosted an on-line, information session for property owners who had expressed interest in the Program. The information presented at this session is still available to all customers on the City’s website. Throughout the year, DPU also attends neighborhood meetings, Council District meetings, National Night Out events and many other public forums to promote the Program. More outreach events will be scheduled in January 2024 once the new grant cycle kicks-off.

STRATEGIC INITIATIVES AND OTHER GOVERNMENTAL: The Program is categorized under the “Building Back Greener and More Resilient” initiatives as outlined in the American Rescue Plan Act. The Program also coordinates its efforts with the Office of Housing and Community Development to identify possible residents who would benefit from their grant funded Healthy Homes program. The Healthy Homes program assists qualified homeowners with repairs inside their homes.

FISCAL IMPACT: By accepting this grant, the Water Utility will receive \$750,000 to aid property owners in replacing their lead service lines and aid the water utility with development of an interactive service line map.

DESIRED EFFECTIVE DATE: Upon adoption.

REQUESTED INTRODUCTION DATE: November 13, 2023

CITY COUNCIL PUBLIC HEARING DATE: December 11, 2023

REQUESTED AGENDA: Consent

RECOMMENDED COUNCIL COMMITTEE: Planning Commission (November 20, 2023)

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

RELATIONSHIP TO EXISTING ORD. OR RES.: None

ATTACHMENTS: Drinking Water Funding Agreement No. WSL-006-23

STAFF: Billy Vaughan, DPU, 804-646-5232

Eric Whitehurst, DPU, 804-646-3780

E-COPIES: Sherril Hampton, Director Office of Housing & Community Development; Rosemary Green, Capital Projects Manager, Senior, DPU; Michelle Woodson, Interim Operations Manager, DPU; Dupree Jackson, Operations Manager, DPU

FUNDING AGREEMENT

dated as of _____ 1, 2023

BETWEEN

VIRGINIA RESOURCES AUTHORITY,

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

AND

CITY OF RICHMOND, VIRGINIA

Virginia Resources Authority
Virginia Water Supply Revolving Fund

Loan No. WSL-006-23
(Lead Service Line Replacement, Phase IV, and Inventory Project)

TABLE OF CONTENTS

	ARTICLE I	
<u>DEFINITIONS</u>		Page 1
	ARTICLE II	
<u>SCOPE OF SERVICES</u>		Page 2
	ARTICLE III	
<u>TIME OF PERFORMANCE</u>		Page 2
	ARTICLE IV	
<u>FUNDING; NATURE OF TRANSACTION</u>		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
	ARTICLE V	
<u>GENERAL PROVISIONS</u>		Page 4
Section 5.1.	Liability Insurance	Page 4
Section 5.2.	Disclaimer	Page 5
Section 5.3.	Termination	Page 5
Section 5.4.	Integration and Modification	Page 5
Section 5.5.	Collateral Agreements	Page 5
Section 5.6.	Non-Discrimination	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 7
Section 5.14.	Notices	Page 7
	ARTICLE VI	
<u>COUNTERPARTS</u>		Page 8
	EXHIBITS	
Exhibit A.	Project Description	
Exhibit B.	Project Budget	
Exhibit C.	Requisition for Disbursement	

FUNDING AGREEMENT

THIS FUNDING AGREEMENT is dated as of this first day of _____, 2023 between the **VIRGINIA RESOURCES AUTHORITY**, as administrator of the **VIRGINIA WATER SUPPLY REVOLVING FUND**, a public body corporate and a political subdivision of the Commonwealth of Virginia (the “Authority”) and the **CITY OF RICHMOND, VIRGINIA**, public body politic and corporate of the Commonwealth of Virginia (the “Locality”).

Pursuant to Chapter 23, Title 62.1, Code of Virginia of 1950, as amended (the “Act”), the General Assembly created a fund known as the “Virginia Water Supply Revolving Fund” (the “Fund”). In conjunction with the Virginia Board of Health (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 62.1-233 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 23, 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 the City of Richmond Department of Public Utilities Director or the designee thereof.

“Board” means the Virginia Board of Health.

“Consulting Engineer” means the engineer or the firm of independent consulting engineers of recognized standing and experienced in the field of water engineering and registered to do business in 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 Virginia Department of Health, created and acting under Chapter 1, Title 32.1, of the Code of Virginia of 1950, as amended.

“Fund” means the Virginia Water Supply 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 commenced before the date hereof and will be substantially completed on or before December 31, 2024.

ARTICLE IV
FUNDING; NATURE OF TRANSACTION

The Locality shall be reimbursed for the payment of Project Costs, in an amount not to exceed **\$750,000**, for the purposes set forth in the Project Description and Project Budget, a portion of which may be made from Federal financial assistance. 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 the 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 to or installed in or about the construction of the Project was verified in accordance with the procedures agreed upon between the Locality and the Department. Such procedures include, but are not limited to, the Locality reviewing the Department’s “Replacement of Lead Compromised Lead Service Line Contractor Compliance Certification Statements” (“Certification Statements”) submitted by plumbers before the Department approves or denies those Certification Statements, and then the Locality and the Department, jointly, process payments to plumbers for their approved Certification Statements.

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. 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 five percent (5%) of 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. The Locality shall use its best efforts to complete the Project by the date set forth in Article III of this Agreement.

When the Project has been completed, the Locality shall promptly deliver to the Authority and the Department a certificate signed by the Authorized Representative 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.

ARTICLE V **GENERAL PROVISIONS**

Section 5.1. Liability Insurance. The Locality shall take out and maintain or cause to be maintained during the life of this Agreement such general and bodily injury liability and property damage liability insurance 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.

To the extent permitted by law, the Locality shall indemnify and hold harmless the Authority, the Board, the Department, the Fund, and when applicable, its employees and designated representatives, from any and all claims, suits, actions, liabilities and costs of any kind, caused by or arising out of the performance by the Locality of its obligations pursuant to this Agreement. Nothing contained herein shall be deemed an express or implied waiver of the sovereign immunity of the Commonwealth or any entity thereof. The Authority agrees and understands that any obligation of the Locality to indemnify or assume liability under this

Agreement may be prohibited by Virginia law and is subject to available appropriations by the City Council of the City of Richmond.

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 breach by the Locality of this Agreement, the Authority shall have the right immediately to terminate this Agreement. In the alternative, 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. 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, so that such provisions will be binding upon each contractor, subcontractor or vendor.

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.

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 audit commenced by the Commonwealth of Virginia within the five (5) years after final disbursement of funding of proceeds, whichever is later. 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. 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 Locality upon completion, termination or cancellation of this Agreement. Locality shall not use, willingly allow or cause to have such materials used for any purpose other than

performance of Locality's obligations under this Agreement without the prior written consent of the Authority.

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 Waterworks Regulations, 9 VAC 5-590 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 all applicable governmental requirements of the Davis-Bacon Act and related acts, as amended, with respect to the Project and all applicable requirements that 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 1450(e) of the Safe Drinking Water Act and related acts, as amended.

(c) The Locality agrees to comply with all federal requirements, including those imposed by the Consolidated Appropriations Act, 2014, P.L. 113-76, and related Drinking Water State Revolving Fund Policy Guidelines, as amended and supplemented and in effect from time to time (collectively, the "American Iron and Steel Requirement"), with respect to the Project. Such requirements include, among other things, that all iron and steel products used for the Project are to be produced in the United States. 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. The term comply as used in this section shall include the Locality requiring plumbers performing private lead service line replacements as described in **Exhibit A** to certify, on Certification Statements, the plumbers' conformance with the American Iron and Steel Requirement.

(d) The Locality agrees to comply with all recordkeeping and reporting requirements under the Safe Drinking Water Act and related acts, as amended, including any reports required by a federal agency or the Authority, such as performance indicators of program deliverables, information on costs and progress with respect to the Project. The Locality acknowledges that each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities.

(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 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.

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 Supply 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 Board of Health
Virginia Department of Health
Office of Drinking Water, 6th Floor
109 Governor Street
Richmond, Virginia 23219
Attention: Director

Locality: City of Richmond, Dept. of Public Utilities
730 East Broad Street, 6th Floor
Richmond, Virginia 23219
Attention: Director, Senior

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 Supply
Revolving Fund**

By: _____
Shawn B. Crumlish
Executive Director

CITY OF RICHMOND, VIRGINIA

By: _____
J.E. Lincoln Saunders
Chief Administrative Officer

Approved as to Form:

By: Emily Messer
Emily Messer
Assistant City Attorney

Exhibit A
Project Description
CITY OF RICHMOND, VIRGINIA
WSL-006-23

The Project includes the replacement of lead service lines on the downstream (private/customer) side of the Locality's service meters, together with related expenses. Eligible customers will contract directly with Locality-certified plumbers for private lead service line replacement. Subject to Locality and Department approval, the Locality will reimburse each lead service line replacement in an amount determined by the Department of Public Utilities of the City of Richmond, Virginia. The Project also includes identifying service line materials.

Exhibit B
Project Budget
CITY OF RICHMOND, VIRGINIA
WSL-006-23

SOURCES:

Virginia Water Supply Revolving Fund (Principal Forgiveness)	<u>\$750,000</u>
--	------------------

TOTAL:	\$750,000
---------------	------------------

USES:

Administration	\$25,000
----------------	----------

Service Line Inventory	\$250,000
------------------------	-----------

Customer "Private" Lead Service Line Replacements	<u>\$475,000</u>
---	------------------

TOTAL:	\$750,000
---------------	------------------

Exhibit C
Requisition For Disbursement
CITY OF RICHMOND, VIRGINIA
WSL-006-23

(To Be on Locality's Letterhead)

[Date]

Kelly Ward, Director
Division of Financial and Construction Assistance Programs ODW/VDH
109 Governor Street
Richmond, Virginia 23219

Re: **Virginia Water Supply Revolving Fund**
CITY OF RICHMOND, VIRGINIA
WSL-006-23

Dear Ms. Ward:

This requisition, Number ____, is submitted in connection with the Funding Agreement dated as of ____ 1, 2022 (the "Funding Agreement") between the Virginia Resources Authority, as Administrator of the Virginia Water Supply Revolving Fund (the "Fund") and the City of Richmond, Virginia (the "Locality"). Unless otherwise defined in this requisition, all capitalized terms used herein shall have the meaning set forth in Article I of the Financing Agreement. The undersigned Authorized Representative of the Locality hereby requests disbursement of loan proceeds under the Financing Agreement in the amount of \$_____, for the purposes of payment of the Project Costs as set forth on Schedule 1 attached hereto.

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

As applicable to the Locality, the undersigned certifies that (a) the amounts requested by this requisition will be applied solely and exclusively to the payment, or the reimbursement of the Locality for the payment, of Project Costs, and (b) any materials, supplies or equipment covered by this requisition and purchased by the Locality are not subject to any lien or security interest or such lien or security interest will be released upon payment of the requisition. The Locality further certifies that all products included in this request satisfy the appropriate provisions of the American Iron and Steel requirements included in the Agreement.

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

Sincerely,

(Authorized Representative of the Locality)

Attachments

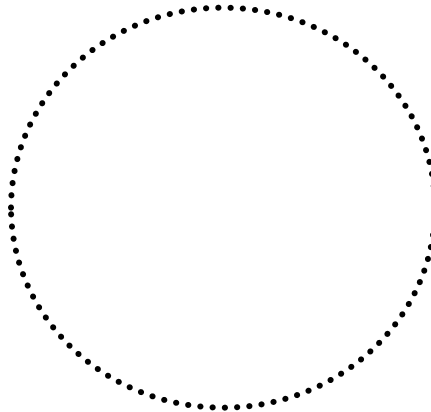
cc: VDH Project Engineer (with all attachments)

CERTIFICATE OF THE CONSULTING ENGINEER
FORM TO ACCOMPANY REQUEST FOR DISBURSEMENT

Loan No. WSL-006-23

This Certificate is submitted in connection with Requisition Number _____, dated _____, 20____, submitted by the City of Richmond, Virginia. Capitalization terms used herein shall have the same meanings set forth in Article I of the Agreements referred to in the Requisition.

The undersigned Consulting Engineer for the Locality hereby certifies that insofar as the amounts covered by this Requisition include payments for labor or to contractors, builders or materialmen, such work performed or such materials, supplies or equipment furnished to or installed in the Project was verified in accordance with the procedures agreed upon between the Locality and the Department.



SEAL

[Consulting Engineer]

Date: _____

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

REQUISITION # _____
LOCALITY: CITY OF RICHMOND, VIRGINIA
FUNDING NUMBER: WSL-006-23

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 \$ _____