



900 Magazine Rd.  
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## **SOUTH CENTRAL WASTEWATER AUTHORITY Board of Directors Meeting**

DATE: May 16, 2024  
TIME: 2:00 pm  
LOCATION: **Appomattox River Water Authority**  
Board Room, Administration Building  
21300 Chesdin Road  
S. Chesterfield, VA 23803

### **AGENDA**

1. Call to Order/Roll Call
2. Approval of Minutes: Minutes of the Board Meeting held on March 21, 2024 (Exhibit A, Pages 2 to 6)
3. Public Comment (Exhibit B, Page 7)
4. Executive Director's Report:
  - Nutrient Reduction Project Update (Exhibit C, Page 8 to 65)
  - Status Report (Exhibit D, Pages 66 to 67)
  - Financials (Exhibit E, Pages 68 to 70)
5. Items from Counsel
6. Closed Meeting
7. Other items from Board Members/Staff Not on Agenda
8. Adjourn

**Exhibit A**

**BOARD OF DIRECTORS MEETING**  
**South Central Wastewater Authority**  
**March 21, 2024, at 2:00 p.m.**  
**Location: Appomattox River Water Authority**  
**21300 Chesdin Rd. South Chesterfield VA 23803**

**MEMBERS PRESENT:**

Doug Smith, Chairman (Colonial Heights)  
Kevin Massengill, Vice-Chairman (Dinwiddie)  
Joseph Casey, (Chesterfield)  
March Altman, (Petersburg)  
Jeff Stoke, (Prince George)

**STAFF PRESENT:**

Robert B. Wilson, Executive Director, (ARWA & SCWWA)  
James C. Gordon, Asst. Executive Director (ARWA & SCWWA)  
Arthur Anderson, (McGuireWoods)  
Melissa Wilkins, Business Manager/FOIA (ARWA & SCWWA)  
Tiffanee Rondini, Administrative Assistant (ARWA & SCWWA)

**ALTERNATES PRESENT:**

Frank Haltom, Secretary/Treasurer (Alternate, Prince George)  
Eddie Pearson, (Alternate, Dinwiddie)  
George Hayes, (Alternate, Chesterfield)  
Matt Rembold, (Alternate, Chesterfield)

**OTHERS PRESENT:**

Jay Ellington, (Crater Planning District Commission)

**ABSENT:**

Todd Flippen, (Alternate, Colonial Heights)  
Jerry Byerly, (Alternate Petersburg)

The SCWWA meeting was called to order by Mr. Smith, Chairman, at 3:20 p.m.

**1. Call to Order/Roll Call**

**The roll was called:**

**Participating members at the table were:**

|                         |                |
|-------------------------|----------------|
| <b>Doug Smith</b>       | <b>Present</b> |
| <b>Kevin Massengill</b> | <b>Present</b> |
| <b>Joseph Casey</b>     | <b>Present</b> |
| <b>Frank Haltom</b>     | <b>Present</b> |
| <b>March Altman</b>     | <b>Present</b> |

**Mr. Stoke was present but Mr. Haltom voted.**

**2. Approval of Minutes: Minutes of the Regular Meeting of the Board on January 25th, 2024**

Upon a motion made by Mr. Haltom and seconded by Mr. Altman the following resolution was adopted:

**RESOLVED, that the Minutes of the Regular Meeting of the Board on January 25th, 2024, are hereby approved:**

**For: 5      Against: 0      Abstain: 0**

**3. Public Comment**

There were no public comments.

**4. Executive Director's Report:**

- **Proposed FY24/25 Budget**

Mr. Gordon stated since we presented the budget in January, we have received the chemical bids and the budget included in the Board package is the chemical as bid adjustment which is less than the advertised budget. The budget narrative and budget were distributed to members and financial representatives via email December 6<sup>th</sup>, 2023. Authority staff met with member utility directors and reviewed the budget on December 14, 2023. The budget proposal was presented to the Board at the January 25<sup>th</sup>, 2024, Board of Director’s meeting and staff requested the Board set a public hearing date of March 21<sup>st</sup>, 2024, at 2:00PM at Appomattox River Water Authority. February 27, 2024, members were emailed a comparison of the advertised budget and a revised budget that included the “as bid” chemical numbers. Advertisements were sent out on March 7<sup>th</sup>, 2024, and March 14<sup>th</sup>, 2024, for the 24/25 proposed budget public hearing. Presently, staff has not received any comments from members, member financial representatives, or the public. If there are no questions or issues raised during the public hearing, staff recommends the Board approve the FY24/25 budget as presented in Attachment C-1. Mr. Smith asked if there were any Board member comments or questions for staff before opening the public hearing. There were no comments or questions from the Board.

**5. FY24/25 Budget Public Hearing**

The chairman opened the public hearing.

There were no public hearing comments or questions.

The chairman closed the public hearing.

- Mr. Smith thanked the Authority staff for all their hard work and diligence regarding the budget as well as collaborating with member staff, financial staff, and engineering staff as well.

Upon a motion made by Mr. Altman and seconded by Mr. Massengill the following resolution was adopted:

**RESOLVED, that the Board approves the Resolution of the South Central Wastewater Authority approving the Budget for FY2024/25 and the related wholesale wastewater service payment schedule.**

**For: 5                      Against: 0                      Abstain: 0**

**Roll Call Vote:**

**Participating members at the table were:**

|                         |            |
|-------------------------|------------|
| <b>Doug Smith</b>       | <b>Aye</b> |
| <b>Kevin Massengill</b> | <b>Aye</b> |
| <b>Joseph Casey</b>     | <b>Aye</b> |
| <b>Frank Haltom</b>     | <b>Aye</b> |
| <b>March Altman</b>     | <b>Aye</b> |

**Absent during vote:                      None**

- **Nutrient Reduction Project Update**

Mr. Gordon stated that AquaLaw and McGuireWoods Consulting were successful in obtaining House and Senate approval for the budget amendment and that is going to provide flexibility for the ARPA grants. The Petersburg ARPA grant will be spent first, and then the SCWWA ARPA grant. Both grants should be drawn down prior to December 31, 2026. After both ARPA grants are exhausted, the WQIF grant will be used. Any outstanding funds after the ARPA and WQIF funds have been exhausted will be considered the SCWWA local share. The current estimate with the 10% contingency included shows an exposure of approximately \$654,000.00 in local share funding. Mr. Gordon stated that the Phase 1 Solids Project will hopefully begin at the end of the summer or early fall of this year. The bid advertisement for Phase 2 Electrical Feed and Distribution was January 7<sup>th</sup>, 2024, a pre-bid meeting was held on January 25<sup>th</sup>, and the bid opening was held on February 22<sup>nd</sup>, 2024. Mr. Gordon stated that SCWWA received four bids, with MEB General Contractors Inc. having the lowest bid in the amount of \$4,147,000.00. Staff concur with the engineer’s recommendation and recommend award of the Phase 2 Electrical Feed and Distribution to MEB General Contractors Inc., staff also requests a 5% contingency in the amount of \$207,350.00.

Part of this project includes the installation of two owner furnished electrical generator sets with load banks, staff recommends purchasing the two electrical generator sets with load banks through Caterpillar. The total cost of the two generator sets is \$1,968,530.69. Additional savings are realized by purchasing the generator sets directly through the Authority's cooperative purchasing membership.

We have reviewed the 90 percent design of the Phase 3, which includes an intermediate pump station, filter building, and a new clarifier, and is expected to be advertised in April. We should have a recommendation to the Board in May.

A bid opening was held March 7<sup>th</sup>, 2024, for Phase 4 Headworks and Primary Tank Improvements. The Authority received one bid, MEB General Contractors Inc., and there was a discrepancy with that bid. Staff concurs with the engineer's and counsel's recommendation to reject the current bid and readvertise. The project will be readvertised, and a new bid opening will be held on April 18<sup>th</sup>, at 2:00PM. Staff plan to present a recommendation to the Board at the May 2024 Board Meeting.

Mr. Smith commended staff on working with McGuireWoods and AquaLaw on the legislative action to open up the fund use. He also stated when you see a bid come in that close to the estimate it shows the value of the strategy to phase the projects. Furthermore, the purchasing of the generators from the Sourcewell membership compared to the original estimate shows the Authority is being a good steward of public funds. Mr. Smith thanked staff for a great job.

Upon a motion made by Mr. Massengill and seconded by Mr. Haltom the following resolution was adopted:

**RESOLVED, that the Board awards the Phase 2 NRP Electrical Feed and Distribution to MEB General Contractors, in the amount of \$4,147,000.00 and authorizes the Executive Director to execute the necessary documents, and authorizes a contingency of 5%, and additional \$207,350.00 for this phase, with the Executive Director responsible for reporting back to the Board at project completion with a summary of total construction costs.**

**For: 5                      Against: 0                      Abstain: 0**

**Roll Call Vote:**

**Participating members at the table were:**

|                         |            |
|-------------------------|------------|
| <b>Doug Smith</b>       | <b>Aye</b> |
| <b>Kevin Massengill</b> | <b>Aye</b> |
| <b>Joseph Casey</b>     | <b>Aye</b> |
| <b>Frank Haltom</b>     | <b>Aye</b> |
| <b>March Altman</b>     | <b>Aye</b> |

**Absent during vote:                      None**

Upon a motion made by Mr. Massengill and seconded by Dr. Casey the following resolution was adopted:

**RESOLVED, that the Board approves the purchase of two Caterpillar generator sets (1.5MW and 2.0MW) with load banks through the SCWWA Sourcewell membership in the amount of \$1,968,530.69.**

**For: 5                      Against: 0                      Abstain: 0**

**Roll Call Vote:**

**Participating members at the table were:**

|                         |            |
|-------------------------|------------|
| <b>Doug Smith</b>       | <b>Aye</b> |
| <b>Kevin Massengill</b> | <b>Aye</b> |
| <b>Joseph Casey</b>     | <b>Aye</b> |
| <b>Frank Haltom</b>     | <b>Aye</b> |
| <b>March Altman</b>     | <b>Aye</b> |

**Absent during vote:                      None**

Upon a motion made by Mr. Haltom and seconded by Mr. Altman the following resolution was adopted:

**RESOLVED, that the Board rejects the Phase 4 NRP Headworks and Primary Tanks Improvement project bids.**

**For: 5                      Against: 0                      Abstain: 0**

**Roll Call Vote:**

**Participating members at the table were:**

|                         |            |
|-------------------------|------------|
| <b>Doug Smith</b>       | <b>Aye</b> |
| <b>Kevin Massengill</b> | <b>Aye</b> |
| <b>Joseph Casey</b>     | <b>Aye</b> |
| <b>Frank Haltom</b>     | <b>Aye</b> |
| <b>March Altman</b>     | <b>Aye</b> |

**Absent during vote:                      None**

- **Status Report**

Mr. Gordon reviewed the Status Report included in the agenda package with the Board.

- **Financials**

Ms. Wilkins reported on the financials. Ms. Wilkins also recognized and thanked Tiffanee Rodini for the last few weeks of collaborating with her directly during a staff member's absence. Ms. Wilkins stated that Tiffanee stepped outside of her comfort zone and worked diligently to ensure that everything for SCWWA was completed in a timely manner.

**6. Items from Counsel**

There were no items from counsel.

**7. Closed Session**

There were no closed sessions.

**8. Other Items from Board Members/Staff Not on Agenda**

There were no items not on the agenda.

**9. Adjourn**

Mr. Smith stated, if there is no other business, and asked for motion to adjourn.

Upon a motion by Mr. Massengill and seconded by Mr. Haltom the meeting was adjourned at 3:47 p.m.

MINUTES APPROVED BY:

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**Frank Haltom/Secretary/Treasurer**

**RESOLUTION**

**OF THE SOUTH CENTRAL WASTEWATER AUTHORITY  
APPROVING THE BUDGET FOR FISCAL YEAR 2025 AND  
THE RELATED WHOLESALE WASTEWATER SERVICE PAYMENT SCHEDULE**

**WHEREAS**, during fall 2023 and winter 2024 the staff of the South Central Wastewater Authority (the "Authority") developed the Authority’s proposed budget and wholesale wastewater service payment schedule for Fiscal Year 2025 and at the meeting held on January 25, 2024, presented the proposed budget and wholesale wastewater service payment schedule to the Board of the South Central Wastewater Authority (the "Authority Board"); and

**WHEREAS**, at the meeting of January 25, 2024, the Authority Board provided its preliminary approval of the proposed budget and the proposed wholesale wastewater service payment schedule for Fiscal Year 2025 and scheduled a public hearing to be held at its meeting held on March 21, 2024, in accordance with Virginia Code Section 15.2-5136(G); and

**WHEREAS**, the Authority Board held the public hearing on the proposed Fiscal Year 2023 budget and wholesale wastewater service payment schedule at its meeting on March 21, 2024; and

**WHEREAS**, following the preliminary approval, the Authority staff adjusted the proposed budget and wholesale wastewater service payment schedule to incorporate the Authority's "as-bid" chemical costs;

**NOW, THEREFORE, BE IT RESOLVED** that the Authority Board hereby approves (a) the Fiscal Year 2025 budget submitted as an attachment to this resolution and (b) the wholesale wastewater service payment schedule for Fiscal Year 2025 as set forth below:

|                          | FY2025 WHOLESALE<br>WASTEWATER<br>SERVICE PAYMENTS |
|--------------------------|--|
| City of Petersburg       | \$5,800,581.23                                     |
| City of Colonial Heights | 1,822,941.48                                       |
| Chesterfield County      | 861,506.35   |
| Prince George County     | 527,714.00   |
| Dinwiddie County         | 826,694.11   |
| <b>TOTAL</b>             | <b>\$9,839,437.17</b>                              |

**BE IT FURTHER RESOLVED** that the Authority Board acknowledges that pursuant to the wastewater service agreement in effect between the Authority and each of its five member jurisdictions, the wholesale wastewater service payment schedule is subject to change during or after Fiscal Year 2025 based on, among other things, each member jurisdiction's actual use of the Authority's wastewater treatment facilities and the actual amount of revenues received and expenses incurred by the Authority during Fiscal Year 2025.



APPOMATTOX RIVER WATER AUTHORITY  
21300 Chesdin Road  
Petersburg, VA 23803



SOUTH CENTRAL WASTEWATER AUTHORITY  
900 Magazine Road  
Petersburg, VA 23803

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**GUIDELINES FOR PUBLIC COMMENT AT SCWWA/ARWA BOARD OF DIRECTORS MEETINGS**

If you wish to address the SCWWA/ARWA Board of Directors during the time allocated for public comment, please raise your hand or stand when the Chairman asks for public comments.

Members of the public requesting to speak will be recognized during the specific time designated on the meeting agenda for "Public Comment Period." Each person will be allowed to speak for up to three minutes.

When two or more individuals are present from the same group, it is recommended that the group designate a spokesperson to present its comments to the Board and the designated speaker can ask other members of the group to be recognized by raising their hand or standing. Each spokesperson for a group will be allowed to speak for up to five minutes.

During the Public Comment Period, the Board will attempt to hear all members of the public who wish to speak on a subject, but it must be recognized that on rare occasion presentations may have to be limited because of time constraints. If a previous speaker has articulated your position, it is recommended that you not fully repeat the comments and instead advise the Board of your agreement. The time allocated for speakers at public hearings are the same as for regular Board meeting, although the Board can allow exceptions at its discretion.

Speakers should keep in mind that Board of Directors meetings are formal proceedings and all comments are recorded on tape. For that reason, speakers are requested to speak from the podium and wait to be recognized by the Chairman. In order to give all speakers proper respect and courtesy, the Board requests that speakers follow the following guidelines:

- Wait at your seat until recognized by the Chairman;
- Come forward and state your full name and address. If speaking for a group, state your organizational affiliation;
- Address your comments to the Board as a whole;
- State your position clearly and succinctly and give facts and data to support your position;
- Summarize your key points and provide the Board with a written statement or supporting rationale, when possible;
- If you represent a group, you may ask others at the meeting to be recognized by raising their hand or standing;
- Be respectful and civil in all interactions at Board meetings;
- The Board may ask speakers questions or seek clarification, but recognize that Board meetings are not a forum for public debate; Board Members will not recognize comments made from the audience and ask that members of the audience not interrupt the comments of speakers and remain silent while others are speaking so that other members in the audience can hear the speaker;
- The Board will have the opportunity to address public comments after the Public Comment Period has been closed;
- At the request of the Chairman, the Executive Director may address public comments after the session has been closed as well; and
- As appropriate, staff will research questions by the public and respond through a report back to the Board at the next regular meeting of the full Board. It is suggested that citizens who have questions for the Board or staff submit those questions in advance of the meeting to permit the opportunity for some research before the meeting.



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### Exhibit C

TO: South Central Wastewater Authority Board of Directors

FROM: Robert B. Wilson, Executive Director  
James C. Gordon, Assistant Executive Director

DATE: May 16, 2024

SUBJECT: Nutrient Reduction Project Update

The following tasks have been performed since the March 21<sup>st</sup> board meeting:

- Attachment C1 is a letter date April 17, 2024, from the Department of Environmental Quality (DEQ) Deputy Director of the Clean Water Financing and Assistance Program. Based on the current contract documents, the SCWWA will not require the \$30,626,407 in loan financing we were approved for. By withdrawing our application, this releasing the SCWWA from the Build America, Buy America, American Iron and Steel, and the Bipartisan Infrastructure Law requirements for our project. The NRP will need to meet the Davis-Bacon Act requirements.
- Attachment C2 is the ENRCPP-05 ARPA Grant agreement between the SCWWA and DEQ. The SCWWA received a letter from DEQ Director, Micheal Rolband, requesting the signed agreement be returned by May 15<sup>th</sup> or provide an estimated date when we will return the signed grant agreement. We informed DEQ that our next board meeting was on May 16<sup>th</sup>, and we would be presenting the agreement and requesting board approval to execute the agreement at that time. DEQ representatives advised May 16<sup>th</sup> would be acceptable. Per DEQ, the ARPA grant is to be executed by the executive director and the business manager who is labeled as the financial representative.
- Attachment C3 is a copy of the executed ENRCPP-06 ARPA Grant agreement between the City of Petersburg and DEQ. The City of Petersburg and SCWWA have agreed on a procedure to manage this ARPA grant for the SCWWA NRP. SCWWA will prepare the necessary grant reimbursement requests and forward them to the City for review and submittal to DEQ. DEQ, in turn, will review and cut the reimbursement check to the City and then the City will cut a check to SCWWA. SCWWA put the requirement in the contract documents for net 60 days for payment.
- Phase 1 NRP Sludge Conditioning Building
  - Staff continue to work with the vendor supplying the lime conveyance and mixing equipment. Submittals have been approved by the engineers.
  - MEB has been onsite to review the site and hopes to begin work sometime this summer.



- Phase 2 NRP Electrical Feed and Distribution
  - The contract with MEB General Contractors Inc. has been executed and the Certificate to Construct has been received.
  - Engineers continue coordinating with Dominion Energy for the design to provide two new electrical services onsite. Dominion Energy has requested and has been provided the Phase 2 site plan and estimated project schedule.
  - Engineers are addressing comments received from the Chesterfield County Building Permit review.
  - The Purchase Order for the 1.5 MW and 2.0 MW Generator Sets with load banks has been issued to Caterpillar.
- Phase 3 NRP Lift Station, Filter Building, and Clarifier
  - The project was advertised on the eVA and the SCWWA websites on March 27, 2024. A non-mandatory pre-bid meeting was held on April 18<sup>th</sup> and the bid opening was scheduled for May 8<sup>th</sup>.
  - The bid opening has been postponed to June 13<sup>th</sup> and we plan to have an award recommendation for the Board at the July board meeting. The Authority's deadline is to have all phases for construction bid and under contract by December 31, 2024. We continue to be on schedule to meet this deadline.
- Phase 4 NRP Headworks and Primary Tank Improvements
  - This project consists of the rehabilitation and replacement of the primary clarifier sludge collectors, effluent weirs, and related equipment, the demolition and provisions for new galvanized grit cover support beams, new grout fill on the bottom of the primary clarifiers, installation of wall stitching improvements, and incidental related work. A pre-bid meeting was held on February 22<sup>nd</sup> and bids were opened on March 7<sup>th</sup> at 2 pm. Due to a discrepancy with the bid, the bid was rejected at the March 21<sup>st</sup> board meeting and the project was rebid. Bids for the rebid process were received and opened on April 18<sup>th</sup>.

The Authority received one bid:

- MEB General Contractor, Inc.           \$2,169,000

This bid is \$322,000 less than the original bid due to some reductions made to the scope of work during the rebid process.

Phase 4 NRP does not qualify for any WQIF funding, so this phase will be funded by ARPA Funds (ENRCPP-06).

The original design included new MCCs and a third bar screen. The bar screen was removed from the project and the existing MCCs were tested and inspected to verify it is in good operating condition.

The bid tabulation and engineer's letter of recommendation are included as Attachment C4 and Attachment C5. Staff agrees with the engineer's recommendation and recommend award of the Phase 4 NRP to MEB General Contractors in the amount of \$2,169,000. Staff also requests a 5% contingency in the amount of \$108,450.

- Attachment C6 is the updated expenditure analysis for the NRP.

Board Action Requested:

Staff requests the Board authorize the executive director and business manager to execute the ENRCP-05 ARPA Grant as presented.

Staff requests the Board award the Phase 4 NRP Headworks and Primary Tank Improvements to the low bidder, MEB General Contractors, in the amount of \$2,169,000 and authorize the executive director to execute the necessary documents. Staff also requests the Board authorize a contingency of 5%, an additional \$108,450, for this phase. The executive director will be responsible for reporting back to the Board at project completion with a summary of total construction costs.



*Commonwealth of Virginia*

*VIRGINIA DEPARTMENT OF ENVIRONMENTAL QUALITY*

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Travis A. Voyles  
Secretary of Natural and Historic Resources

Michael S. Rolband, PE, PWD, PWS Emeritus  
Director  
(804) 698-4020

17 April 2024

Mr. Robert B. Wilson, P.E.  
Executive Director,  
South Central Wastewater Authority  
900 Magazine Road  
Petersburg, VA 23803

RE: Virginia Clean Water Revolving Loan Fund (VCWRLF) Program  
Withdrawal from the VCWRLF Program  
South Central Wastewater Authority (SCWWA) C-515747  
Nutrient Reduction Project

Dear Mr. Wilson,

Thank you for your letter dated April 1, 2024, in which you formally withdraw your application for funding from the Virginia Clean Water Revolving Fund Program. Should you discover that the two American Rescue Plan Act awards are not sufficient to cover the cost of the project, please contact us and we will be happy to see what we can do to help. These funds will now be de-obligated and made available to loan out for other projects. Thank you for your interest in the Clean Water Revolving Loan Fund and we look forward to working with you in the future.

Sincerely,

A handwritten signature in blue ink that reads "Kelly Ward".

Kelly Ward  
Deputy Director, Clean Water Financing and Assistance Program

cc: Shawn Crumlish, VRA  
Scott Morris, DEQ  
Karen Doran, DEQ  
Lauren Linville, DEQ  
C-515747 project file

**SUBRECIPIENT AGREEMENT  
FOR THE COMMONWEALTH OF VIRGINIA  
AMERICAN RESCUE PLAN ACT  
STATE AND LOCAL FISCAL RECOVERY FUND IMPLEMENTATION**

**ARPA Grant No.: ENRCPP-05**

**SUBRECIPIENT AGREEMENT BETWEEN**

**DEPARTMENT OF ENVIRONMENTAL QUALITY  
1111 EAST MAIN STREET  
RICHMOND, VA 23219**

and

**SOUTH CENTRAL WASTEWATER  
AUTHORITY  
900 MAGAZINE ROAD  
PETERSBURG, VA 23803**

**THIS AGREEMENT (“AGREEMENT”) FOR THE COMMONWEALTH OF VIRGINIA’S (“VIRGINIA”) AMERICAN RESCUE PLAN ACT (“ARPA”) STATE AND LOCAL FISCAL RECOVERY FUND (“SLFRF”) IMPLEMENTATION** is made and entered into the [Insert day] day of [Insert month] 20[Insert year], by and between **the Department of Environmental Quality (“Department”)**, and the **South Central Wastewater Authority (“Subrecipient”)** (each a “Party” and jointly the “Parties”). This Agreement shall become effective on the date (“Effective Date”) this contract is signed by the Department.

The Award Terms and Conditions of this Agreement sets forth the compliance obligations for the Subrecipient pursuant to the SLFRF statute, the Office of Management and Budget’s Uniform Guidance, the United States Department of the Treasury’s updated final rule (31 CFR Part 35), applicable Federal laws and regulations, and applicable state laws, including acts appropriating ARPA funds to the Department to administer.

Pursuant to Section k of 2021 Special Session II Va. Acts Ch. 1, titled “CSOs and Wastewater”, as amended by 2022 Special Session I Va. Acts Ch. 1 Item 479.20, the General Assembly appropriated certain ARPA funds received by the Commonwealth to the Department to administer for investments in wastewater infrastructure, nutrient removal technology, and other eligible infrastructure improvements (the “Fund”). In addition, in 2022 Special Session I Va. Acts Ch. 2 Item 486 under the heading “Drinking Water, Wastewater, and CSOs” the General Assembly appropriated additional ARPA funds received by the Commonwealth to the Department to administer which are also part of the “Fund.”

The Subrecipient 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, which consists of the design and construction of wastewater infrastructure or other infrastructure as described herein. The Subrecipient will use the Grant to finance that portion of the Eligible Project Costs not being paid for from other sources as set forth in the Total Project Budget in Exhibit B to this Agreement. 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, design and construction of the Eligible Project, and development and implementation by the Subrecipient of provisions for the long-term responsibility and maintenance of the infrastructure installed under 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.

NOW, THEREFORE, in consideration of the mutual promises and obligations set forth in this Agreement, including the recitals set forth above which are a material part of this Agreement, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

## **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 Agreement between the Department and the Subrecipient, together with any amendments or supplements hereto.

(b) “Authorized Representative” means any member, official or employee of the Subrecipient authorized by resolution, ordinance or other official act of the governing body of the Subrecipient 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 Subrecipient with, among other monies, the Grant, with such changes thereto as may be approved in writing by the Department and the Subrecipient.

(d) “Eligible Project Costs” means costs of the individual items comprising the Eligible Project as permitted by the Act with such changes thereto as may be approved in writing by the Department and the Subrecipient.

(e) “Extraordinary Conditions” means unforeseeable or exceptional conditions resulting from causes beyond the reasonable control of the Subrecipient 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 Subrecipient.

(g) “Total Eligible Project Budget” means the sum of the Eligible Project Costs as set forth in Exhibit B to this Agreement, with such changes thereto as may be approved in writing by the Department and the Subrecipient.

(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 Subrecipient) plus any ineligible costs that are solely the responsibility of the Subrecipient, as set forth in Exhibit B to this Agreement.

(i) “Project Engineer” means the Subrecipient’s engineer who must be a licensed professional engineer registered to do business in Virginia and designated by the Subrecipient as the Subrecipient’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 Subrecipient. The Project Schedule assumes timely approval of adequate plans and specifications and timely reimbursement in accordance with this Agreement by the Department.

## **ARTICLE II** **SCOPE OF PROJECT**

2. The Subrecipient will cause the Eligible Project to be designed, constructed, and placed in operation as described in Exhibit A to this Agreement.

## **ARTICLE III** **SCHEDULE**

3. The Subrecipient will cause the Eligible Project to be designed, constructed, and placed in operation in accordance with the Project Schedule in Exhibit C to this Agreement.

## **ARTICLE IV** **COMPENSATION**

4.0. Grant Amount. The total Grant award from the Fund under this Agreement is up to **\$35,614,859.00** and represents the Total Eligible Project Budget. 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 written agreement of the Parties to reflect changes to the Eligible Project or the Total Eligible Project Budget.

4.1. 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 the Total Project Budget (Exhibit B).

4.2. Disbursement of Grant Funds. The Department will disburse the Grant to the Subrecipient not more frequently than once each calendar month for approved eligible reimbursement of a minimum of one thousand (\$1,000.00) dollars, excluding 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, 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 Subrecipient 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. Upon receipt from the Subrecipient of the certificate specified in Section 4.5, certification that the Eligible Project will be maintained for the useful service life of the installed facilities, and a final requisition detailing all retainage to which the Subrecipient is then entitled, the Department, subject to the provisions of this section and Section 4.3 herein, shall request disbursement to the Subrecipient of the final payment from the Grant.

4.3 Application of Grant Funds. The Subrecipient agrees to apply the Grant solely and exclusively to the reimbursement of Eligible Project Costs.

4.4. Agreement to Complete Project. The Subrecipient 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.

4.5 Notice of Substantial Completion. When the Eligible Project has been completed, the Subrecipient 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.

4.6 Timing of Costs Incurred and Return of Funds. The Subrecipient agrees that the Grant may only be used to cover costs incurred and expended during the period beginning March 3, 2021 and ending December 31, 2026. The Subrecipient agrees that the final date upon which funds may be expended is December 31, 2026. The Subrecipient agrees to return funds not expended by December 31, 2026.

**ARTICLE V**  
**MATERIAL BREACH**

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

5.1. Notice of Material Breach. If at any time the Subrecipient determines that it is unable to perform its obligations under this Agreement, the Subrecipient 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.

5.2. Extraordinary Conditions.

(a) The Subrecipient 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, except as required by Article 4.6 or Federal law or regulation, that the alleged non-performance was due to Extraordinary Conditions, provided that the Subrecipient:

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

(ii) 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 and the measures taken to cure the conditions no later than 10 days after the discovery of the Extraordinary Conditions.

(b) If the Department disagrees that the events or circumstances described by the Subrecipient constitute Extraordinary Conditions, the Department must provide the Subrecipient with a written objection within sixty (60) days of Subrecipient's notice under paragraph 5.3(a)(2), together with an explanation of the basis for its objection.

5.3. 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 Subrecipient shall have the burden of proving that the alleged noncompliance was due to Extraordinary Conditions. The Subrecipient 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.

**ARTICLE VI**  
**GENERAL PROVISIONS**

6.1. Acknowledgment of Required Information. In accordance with 2 CFR 200.332 and related Federal requirements for pass-through entities, Subrecipient hereby acknowledges receipt of Exhibit E and E-2 hereto and the additional information set forth therein.

6.2. Fiscal Agent. The Subrecipient agrees to act as the Department's fiscal agent as required for the limited purpose of the ARPA SLFRF award.



6.3 Funds Pass-Through. The Department agrees to transfer the SLFRF award fund(s) to the Subrecipient in accordance with Article IV of this agreement and promptly upon the Department's allotment of such funds from the Department of Planning and Budget ("DPB"); the Department's receipt of such funds from the Department of Accounts ("DOA"); and the compliance of the Subrecipient with any and all prerequisites of the acceptance of these funds, including those specified in Article IV of this agreement (i.e. certifications, proof of eligible expenditures, etc.).

6.4 SAM.gov Requirements. Subrecipient is required to register on System for Award Management ("SAM") at <https://www.sam.gov> pursuant to 2 CFR Part 25. Required SAM.gov information can be found online. Subrecipient must also report the names and total compensation of their five most highly compensated executives and their subrecipients' executives for the preceding completed fiscal year *if* (1) the Subrecipient received 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as provided by 2 CFR 170.320 (and subawards), and received \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act (and subawards), and (2) if the information is not otherwise public.

6.5 Reporting and Recordkeeping Requirements. Program and/or project quarterly reporting is required as outlined in Exhibit F. Subrecipients must maintain records and financial documents relating to its Eligible Project Costs and services provided under this Agreement for five (5) years after all funds have been expended, returned to the Department or upon termination of this agreement. The Department shall have access to all subrecipient's records relating to its Eligible Project Costs and services under this Agreement including but not limited to canceled checks, invoices, vouchers, purchase orders, subcontracts, time sheets, mileage records and all other records relating to services and expenditures. Subrecipient agrees to provide the Department with copies of such records at no expense upon request. Further, Treasury may request transfer of records of long-term value at the end of five years. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats. Subrecipient agrees to provide or make available such records to the Department upon request. Subrecipient must cooperate and provide reasonable assistance to authorized representatives of the Department. 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 Subrecipient, for the purpose of ensuring that the provisions of this Agreement are properly carried out. The Subrecipient also agrees to furnish any records or documents necessary for the Department to carry out its reporting requirements for the ARPA funds.

6.6 Single Audit. Subrecipients that expend more than \$750,000 in Federal awards during their fiscal year will be subject to an audit under the Single Audit Act and its implementing regulation at 2 CFR Part 200, Subpart F regarding audit requirements. Note that the Compliance Supplement provides information on the existing, important compliance requirements that the federal government expects to be considered as a part of such audit. The Compliance Supplement is routinely updated and is made available in the Federal Register and on Office of Management and Budget's (OMB) website: <https://www.whitehouse.gov/omb/office-federal-financial-management>. The Department and Subrecipients should consult the [Federal Audit Clearinghouse](#) to see examples of Single Audit submissions.

6.7 Internal Controls. Subrecipient must:

(a) Establish and maintain effective internal controls over the SLFRF award that provides reasonable assurance that the Subrecipient is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the Federal award.

(b) Comply with Federal statutes, regulations, and the terms and conditions of the SLFRF award.

(c) Evaluate and monitor the non-Federal entity's compliance with statutes, regulations, and the terms and conditions of Federal awards.

(d) Take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings.

(e) Take reasonable measures to safeguard protected personally identifiable information.

6.8 Sub-awardee/Vendor Monitoring. The Subrecipient, when passing funds along to another subrecipient (or "Sub-awardee") or contractor, must:

(a) Ensure that the agreement is clearly identified as a Sub-awardee or subcontractor subaward and includes all the requirements of 2 CFR 200.332 referenced throughout this Agreement.

(b) Evaluate each Sub-awardee's risk for noncompliance as required by 2 CFR 200.332

(c) Monitor the activities of the Sub-awardee, or contractor, as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subawards; that subaward performance goals are achieved; and that all monitoring requirements of 2 CFR 200.332 are met, including reviewing financial and programmatic reports, following up on corrective actions, and issuing management decisions for audit findings. Monitoring must include:

(i) Reviewing financial and performance reports required by the pass-through entity.

(ii) Following-up and ensuring that the Sub-awardee, or contractor, takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the Sub-awardee, or contractor, from the pass-through entity detected through audits, on-site reviews, and other means.

(iii) Issuing a management decision for audit findings pertaining to the Federal award provided to the subrecipient from the pass-through entity as required.

(d) Verify that every Sub-awardee is audited as required by 2 CFR 200.332. The Sub-awardee must also develop a subrecipient monitoring plan for its subrecipients that addresses monitoring of subrecipients to provide reasonable assurance that the subrecipient administers Federal awards in compliance with laws, regulations, and the provisions of the contract, and that performance goals are achieved. The Sub-awardee's monitoring plan of its subrecipients should include a risk-based assessment to determine the level of oversight, and monitoring activities such as reviewing financial and performance

reports, performing site visits, and maintain regular contact with subrecipients. The Sub-awardee must establish requirements to ensure compliance with its subrecipients as required by 2 CFR 200.332. The Sub-awardee must ensure that all transactions with vendors comply with laws, regulations, and provisions of contracts or grant agreements in compliance with 2 CFR 200.332.

6.9 Procurement, Suspension & Debarment. Subrecipients are responsible for ensuring that any procurement using SLFRF funds, or payments under procurement contracts using such funds, are consistent with the procurement standards set forth in the Uniform Guidance at 2 CFR 200.317 through 2 CFR 200.327, as applicable. The Uniform Guidance establishes in 2 CFR 200.319 that all procurement transactions for property or services must be conducted in a manner providing full and open competition, consistent with standards outlined in 2 CFR 200.320, which allows for non-competitive procurements only in circumstances where at least one of the conditions below is true: the item is below the micro-purchase threshold; the item is only available from a single source; the public exigency or emergency will not permit a delay from publicizing a competitive solicitation; or after solicitation of a number of sources, competition is determined inadequate. Recipients must have and use documented procurement procedures that are consistent with the standards outlined in 2 CFR 200.317 through 2 CFR 200.320. The Uniform Guidance requires an infrastructure for competitive bidding and contractor oversight, including maintaining written standards of conduct and prohibitions on dealing with suspended or debarred parties. Subrecipients must ensure adherence to all applicable local, State, and Federal procurement laws and regulations.

6.10 Compliance with Applicable Law. Subrecipient agrees to comply with all applicable federal, state, and local law. This includes environmental and permitting laws and regulations.

6.11 Eligible Project to be Technically Sound. Subrecipient agrees that all projects will be undertaken and completed in a manner that is technically sound, meaning that they must meet design and construction methods and use materials that are approved, codified, recognized, fall under standard or acceptable levels of practice, or otherwise are determined to be generally acceptable by the design and construction industry.

6.12 Civil Rights Compliance. Subrecipient and its vendors or contractors are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Treasury Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Treasury Department's implementing regulations at 31 CFR part 23. The Subrecipient further agrees that every subcontract entered into for the performance of any contract or purchase order resulting here from, will contain a provision requiring non-discrimination in employment, service delivery and access, as herein specified binding upon each subrecipient. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

6.13 Repayment of SLFRF Awards. If the United States or Virginia lawfully requires repayment of some or all of the SLFRF award, Subrecipient agrees to repay such amount to the Recipient for such purpose within twenty (20) days of any such requirement.

6.14 Return of Unexpended SLFRF Awards. If all of the SLFRF award is not expended by the end of the identified performance period, Subrecipient is obligated to return unexpended funds to the Department. The Commonwealth and the Department, shall coordinate to accomplish the return of such funds in a timely manner in accordance with the SLFRF Treasury Final Rule.

6.15 Capital Expenditures. Among other requirements contained in 2 CFR 200, Appendix II, all contracts made by a recipient or subrecipient in excess of \$100,000 with respect to a capital expenditure that involve employment of mechanics or laborers must include a provision for compliance with certain provisions of the Contract Work Hours and Safety Standards Act, 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR part 5).

6.16 Further Cooperation. The Parties shall cooperate with each other as reasonably necessary to confirm or bring about the transfers contemplated by this Agreement.

6.17 Term. This Agreement shall be effective on the date it is executed by the Department and shall terminate upon final reimbursement to the Subrecipient.

6.18 Governing Law; Severability. This Agreement shall be construed in accordance with and governed for all purposes by the laws of the Commonwealth of Virginia. If any word or provision of this Agreement as applied to any Party or to any circumstance is adjudged by a court to be invalid or unenforceable, the same shall in no way affect any other circumstance or the validity or enforceability of any other word or provision. The Subrecipient further agrees to comply with all laws and regulations applicable to the Subrecipient's performance of its obligations pursuant to this agreement.

6.19 Entire Agreement; Amendments. This Agreement contains the entire integrated agreement between the Parties as to the subject matter hereof and supersedes all previous written and oral negotiations, commitments, proposals, and writings. No alterations, amendments, or modifications may be made to this Agreement except by a writing signed by both Parties and attached hereto. This Agreement may be modified by agreement of the Parties for any purpose, provided that any significant modification to this Agreement must be preceded by public notice of such modification.

6.20 Counterparts; Signatures; Copies. This Agreement may be executed in counterparts, both of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A facsimile or scanned signature may substitute for and have the same legal effect as an original signature. Any copy of this executed Agreement made by photocopy, facsimile or scanner shall be considered the original for all purposes.

6.21 Authorization. Each Party represents that its execution, delivery and performance under this Agreement have been duly authorized by all necessary action on its behalf, and do not and will not violate any provision of its charter or enabling legislation or result in a material breach of or constitute a material default under any agreement, indenture, or instrument of which it is a party or by which it or its properties may be bound or affected.

6.22. Effect of the Agreement on Permits. This Agreement shall not be deemed to relieve the Subrecipient 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 or Department. This Agreement does not obviate the need to obtain, where required, any other State or Federal permit(s).

6.23. 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.

6.24. Non-Waiver. No waiver by the Department of any one or more defaults by the Subrecipient 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.

6.25. 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.

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

6.27. 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 Program Manager

Subrecipient: South Central Wastewater Authority  
900 Magazine Road  
Petersburg, VA 23803  
Attn: Robert Wilson

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

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

6.30. Recoupment of Funds. Failure to abide by the requirements of the Final Rule (31 CFR Part 35,) adopted by the United States Department of the Treasury, may result in recoupment of funds by the United States Department of the Treasury.

IN WITNESS WHEREOF, the Parties hereto have caused the execution of this Agreement as of the date first written above.

**VIRGINIA DEPARTMENT OF ENVIRONMENTAL QUALITY**

By: \_\_\_\_\_ Date \_\_\_\_\_  
Alvie Edwards  
Director of Administration  
(804) 898-9883  
alvie.edwards@deq.virginia.gov

**SOUTH CENTRAL WASTEWATER AUTHORITY**

By: \_\_\_\_\_ Date \_\_\_\_\_  
Robert Wilson  
Executive Director  
(804) 590-1145  
rwilson@arwava.org

\_\_\_\_\_  
Melissa Wilkins  
Business/HR Manager/FOIA Officer  
(804) 590-1145  
mwilkins@arwava.org

[END OF SIGNATURES]

**SUBRECIPIENT AGREEMENT**  
**FOR THE VIRGINIA AMERICAN RESCUE PLAN ACT**  
**STATE AND LOCAL FISCAL RECOVERY FUND IMPLEMENTATION**

**EXHIBIT A**

**ELIGIBLE PROJECT DESCRIPTION**

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Subrecipient: South Central Wastewater Authority

ARPA Grant No.: ENRCPP-05

Project Description:

This project will reduce nitrogen discharges at the South Central Wastewater Treatment Plant. This project includes the following components.

- Improvements to existing aeration basins and add post anoxic and reaeration treatment.
- Replacement of two existing clarifiers.
- Installation of an additional clarifier.
- Implementation of denitrification filters and carbon facilities.
- Other appurtenant pumping and piping related to these structures and facilities.

*Note: Only those eligible costs falling within the period outlined in Section 4.6 will be eligible for reimbursement through this grant.*

**SUBRECIPIENT AGREEMENT  
 FOR THE VIRGINIA AMERICAN RESCUE PLAN ACT  
 STATE AND LOCAL FISCAL RECOVERY FUND IMPLEMENTATION**

**EXHIBIT B**

**TOTAL PROJECT BUDGET**

Subrecipient: South Central Wastewater Authority

ARPA Grant No.: ENRCPP-05

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

| <b>Sources</b>  |                                |
|---|--------------------------------|
|   | <b>Total Allocated Funding</b> |
| Water Quality Improvement Fund (WQIF) #22-03 Grant    | \$ 85,373,055.00               |
| American Rescue Plan Act ENRCPP-05 Grant - SCWWA      | \$ 35,614,859.00               |
| American Rescue Plan Act ENRCPP-06 Grant - Petersburg | \$ 19,290,000.00               |
| Local Funds   | \$ 654,980.00                  |
| WQIF #22-03 Grant Amendment                           | \$ 79,517,106.00               |
| <b>TOTAL:</b>   | <b>\$ 220,450,000.00</b>       |

| <b>Uses</b>              |                          |
|--------------------------|--------------------------|
| Engineering              | \$ 9,650,000.00          |
| Construction             | \$ 191,600,000.00        |
| Construction Contingency | \$ 19,200,000.00         |
| <b>TOTAL:</b>            | <b>\$ 220,450,000.00</b> |

| Project Category/Project Name | Total Project Cost       | SCWWA ARPA ENRCPP-05    | Petersburg ARPA ENRCPP-06 | WQIF 22-03              | WQIF 22-03 Grant Amendment | Local Funds          |
|-------------------------------|--------------------------|-------------------------|---------------------------|-------------------------|----------------------------|----------------------|
| Engineering                   | \$ 9,650,000.00          | \$ -                    | \$ 2,673,624.00           | \$ 6,976,376.00         | \$ -                       | \$ -                 |
| Construction                  | \$ 191,600,000.00        | \$ 35,614,859.00        | \$ 16,616,376.00          | \$ 71,571,964.00        | \$ 67,796,801.00           | \$ -                 |
| Construction Contingency      | \$ 19,200,000.00         | \$ -                    | \$ -                      | \$ 6,824,715.00         | \$ 11,720,305.00           | \$ 654,980.00        |
| <b>TOTALS</b>                 | <b>\$ 220,450,000.00</b> | <b>\$ 35,614,859.00</b> | <b>\$ 19,290,000.00</b>   | <b>\$ 85,373,055.00</b> | <b>\$ 79,517,106.00</b>    | <b>\$ 654,980.00</b> |



Exhibit B Notes:

1. The amounts for “Local Funds” and “WQIF 22-03 Grant Amendment” are an estimate as of the signing of this agreement.
2. The funding the Department is awarding through this agreement is outlined in the *SCWWA ARPA ENRCPP-05* column in the Total Project Budget table above. The Department is providing additional funding for the Project outside of this Agreement; that additional funding is outlined in the following columns in the Total Project Budget table:
  - Petersburg ARPA ENRCPP-06
  - WQIF 22-03
  - WQIF 22-03 Grant Amendment

Only that funding outlined in the *SCWWA ARPA ENRCPP-05* column is governed by this agreement.

3. Current and potential future WQIF funding is intended to be used only if needed to cover remaining project costs after the funds outlined in the *SCWWA ARPA ENRCPP-05* column in the Total Project Budget table above have been exhausted.
4. Only those eligible costs falling within the period outlined in Section 4.6 will be eligible for reimbursement through this grant.

**SUBRECIPIENT AGREEMENT  
FOR THE VIRGINIA AMERICAN RESCUE PLAN ACT  
STATE AND LOCAL FISCAL RECOVERY FUND IMPLEMENTATION**

**EXHIBIT C**

**PROJECT SCHEDULE**

Subrecipient: South Central Wastewater Authority

ARPA Grant No.: ENRCPP-05

The Subrecipient 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 Subrecipient to adhere to the anticipated schedule for the Eligible Project as follows:

| <b>Project Name</b>              | <b>Project Description / Milestone</b>            | <b>Schedule / Timeline</b> | <b>Note</b> |
|----------------------------------|---|----------------------------|-------------|
| SCWWA Nutrient Reduction Project | Preparation of Final Plans and Specifications     | 05/03/2022                 |             |
|                                  | Plans and Specifications Approved by DEQ          | 05/10/2022                 |             |
|                                  | Advertise for Bids                                | 07/02/2023                 |             |
|                                  | Commence Construction                             | 10/05/2023                 |             |
|                                  | Execute Grant Agreement                           | 05/31/2024                 |             |
|                                  | Process Optimization and Cost Reduction           | October 2024               |             |
|                                  | Final DEQ Plan Approval                           | November 2024              |             |
|                                  | Award All Contracts                               | December 2026              |             |
|                                  | Substantial Completion for Eligible Project Costs | December 2026              |             |

*Note: Only those eligible costs falling within the period outlined in Section 4.6 will be eligible for reimbursement through this grant.*

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

| <b>Quarter</b>                 | <b>Estimated Amount of Grant Funds to be Requested for Reimbursement</b> |
|--------------------------------|--|
| <b>January – March 2024</b>    |  |
| <b>April – June 2024</b>       |  |
| <b>July – September 2024</b>   |  |
| <b>October – December 2024</b> |  |
| <b>January – March 2025</b>    | \$12,431,000   |
| <b>April – June 2025</b>       | \$21,746,000   |
| <b>July – September 2025</b>   | \$1,437,859  |
| <b>October – December 2025</b> |  |
| <b>January – March 2026</b>    |  |
| <b>April – June 2026</b>       |  |
| <b>July – September 2026</b>   |  |
| <b>October – December 2026</b> |  |

**EXHIBIT D**

**REQUISITION FOR REIMBURSEMENT**

(To be on Subrecipient's Letterhead)

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

**RE: American Rescue Plan Act Wastewater Grant**

ARPA Grant No.: ENRCPP-05

Dear Program Manager:

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 Subrecipient 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.

Documentation required by Section 4.2 of this agreement relating to the items for which payment is requested is attached.

The undersigned certifies that the amounts requested by this requisition will be applied solely and exclusively to the reimbursement of the Subrecipient for the payment of Eligible Project Costs that fall within the period outlined in Section 4.6 of this agreement.

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

Sincerely,

\_\_\_\_\_

(Authorized Representative of the Subrecipient)

Attachments

**Schedule 1**

American Rescue Plan Act Wastewater Fund

Form to accompany request for reimbursement

Requisition # \_\_\_\_\_

Subrecipient: South Central Wastewater Authority

ARPA Grant No.: ENRCPP-05 Certifying Signature: \_\_\_\_\_ Title: \_\_\_\_\_

| Cost Category | Original Budget  | Previous Disbursements | Net Balance Available | Expenditures This Period | Total Expenditures to Date | Net Balance Remaining |
|---------------|------------------|------------------------|-----------------------|--------------------------|----------------------------|-----------------------|
| Construction  | \$ 35,614,859.00 | \$ -                   | \$ 35,614,859.00      | \$ -                     | \$ -                       | \$ 35,614,859.00      |
| <b>TOTALS</b> | \$ 35,614,859.00 | \$ -                   | \$ 35,614,859.00      | \$ -                     | \$ -                       | \$ 35,614,859.00      |

Total Grant Amount: \$35,614,859.00

Previous Disbursements: \$ \_\_\_\_\_

This Request: \$ \_\_\_\_\_

Grant Proceeds Remaining: \$35,614,859.00

Certificate of the Project Engineer

Form to Accompany Request for Reimbursements (not applicable to SLPP Subawards)

Subrecipient: South Central Wastewater Authority

ARPA Grant No.: ENRCPP-05

This Certificate is submitted in connection with Requisition Number \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_, submitted by the \_\_\_\_\_ (the "Subrecipient") 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)

**SUBRECIPIENT AGREEMENT**  
**FOR THE VIRGINIA AMERICAN RESCUE PLAN ACT**  
**STATE AND LOCAL FISCAL RECOVERY FUND IMPLEMENTATION**

**EXHIBIT E**

**PASS-THROUGH INFORMATION REQUIREMENTS**

The following pass-through information requirements pertaining to the subaward to Subrecipient set forth below in satisfaction of 2 CFR 200.332 and per 2 CFR 200.1 of the Uniform Guidance. The Federal Award Identification for funds (subaward) addressed by this Agreement is the American Rescue Plan Act State and Local Fiscal Recovery Fund.

- (i) Subrecipient's Name: South Central Wastewater Authority
- (ii) Subrecipient's Unique Entity Identifier (UEI): NAQYGL4NASJ4
- (iii) Federal Award Identification Number: SLFRP1026
- (iv) Federal Award Date: May 18, 2021
- (v) Subaward Period of Performance Start and End Date:  
Start Date is Date of this Agreement; End Date is December 31, 2026
- (vi) Subaward Budget Period Start and End Date:  
March 3, 2021; End Date is December 31, 2026
- (vii) Amount of Federal Funds Obligated by this Action by the Pass-Through Entity to the Subrecipient: \$35,614,859.00
- (viii) Total Amount of Federal Funds Obligated to the Subrecipient by the Pass-Through Entity Including the Current Financial Obligation: \$35,614,859.00
- (ix) Federal Award Project Description, as Required to be Responsive to the Federal Funding Accountability and Transparency Act (FFATA): This project will reduce nitrogen discharges at the South Central Wastewater Treatment Plant.
- (x) (A) Name of Federal Awarding Agency: U.S. Department of the Treasury  
(B) Name of Pass-Through Entity: Virginia Department of Environmental Quality  
(C) Contact Information for Awarding Official of the Pass-Through Entity:  
Alvie Edwards, Director of Administration  
804-898-9883  
alvie.edwards@deq.virginia.gov
- (xi) Assistance Listings Number (ALN) and Title (the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at time of disbursement): ALN 21.027 – Coronavirus State and Local Fiscal Recovery Funds
- (xii) Identification of Whether the Award is R&D: Not R&D Award

- (xiii) Indirect Costs for the Federal Award: *Pursuant to the SLFRF Award Terms and Conditions, recipients are permitted to charge both direct and indirect costs to their SLFRF award as administrative costs as long as they are accorded consistent treatment per 2 CFR 200.403. Indirect cost rate for the Federal award (including if the de minimis rate of 10% is charged) per §200.414. N/A – no indirect costs are requested in the Subrecipient’s grant budget for this SLFRF award.*



**SUBRECIPIENT AGREEMENT**  
**FOR THE VIRGINIA AMERICAN RESCUE PLAN ACT**  
**STATE AND LOCAL FISCAL RECOVERY FUND IMPLEMENTATION**

**EXHIBIT E-2**

**ADDITIONAL PASS-THROUGH INFORMATION REQUIREMENTS FOR SLFRF  
INFRASTRUCTURE PROJECTS (EC.5)**

The following additional pass-through information requirements pertaining to the subaward to Subrecipient set forth below in satisfaction of State and Local Fiscal Recovery Fund Infrastructure Projects (EC.5) and the Federal Funding Accountability and Transparency Act (FFATA). The Federal Award Identification for funds (subaward) addressed by this Agreement is the American Rescue Plan Act State and Local Fiscal Recovery Fund.

- (i) Median Household Income and Lowest Quintile of Area Served by the Subaward: \$62,898 and \$13,742.85
- (ii) National Pollutant Discharge Elimination System (NPDES) Permit of Facility Involved in the Subaward Project, If Applicable; VA0025437
- (iii) Federal Award Subaward Number, as Required to be Responsive to the Federal Funding Accountability and Transparency Act (FFATA): ENRCPP-05
- (iv) Executive Compensation Data, as Required to be Responsive to the Federal Funding Accountability and Transparency Act (FFATA): In the Preceding Year, Did your Business or Organization Receive (1) 80 Percent or More of your Annual Gross Revenues in U.S. Federal Contracts, Subcontracts, Loans, Grants, Subgrants, and/or Cooperative Agreements; and (2) \$25,000,000 or More in Annual Gross Revenues from U.S. Federal Contracts, Subcontracts, Loans, Grants, Subgrants, and/or Cooperative Agreements?: NO
  - a. If “YES”, Provide the Name of and Total Compensation for the Organization’s Five Highest Paid Officers, If Not Already Publicly Listed or Otherwise Listed in SAM.gov: N/A
- (v) Infrastructure Projects with Total Expected Costs Over \$10,000,000:
  - a. Do you certify that “all laborers and mechanics employed by contractors and subcontractors in the performance of the project are paid wages at rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the “Davis-Bacon Act”), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the State (or the District of Columbia) in which the work is to be performed, or by the appropriate State entity pursuant to a corollary State prevailing-wage-in-construction law (commonly known as “baby Davis-Bacon Acts”)?: YES

- i. If “NO”, Provide:
  1. Number of employees of contractors and sub-contractors working on the project: N/A
  2. Number of employees on the project hired directly: N/A
  3. Number of employees on the project hired through a third party: N/A
  4. Are any of the wages at rates less than those prevailing?: N/A
  5. The wages and benefits of workers on the project by classification: N/A
  
- b. Do you certify that “the indicated project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with section 8(f) of the National Labor Relations Act (29 U.S.C.158(f))?”: NO

- i. If “NO”, Answer:
  1. How the recipient will ensure the project has ready access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project, including a description of any required professional certifications and/or in-house training?: The Engineer Joint Contract Document Committee (EJCDC) contract documents require the contractor to supervise, inspect and direct the Work Competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the contract documents. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the contract documents.
  2. How the recipient will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project?: The EJCDC contract documents have specific language related to labor disputes and disruptions. The contractor shall carry on the work and adhere to the progress schedule during all disputes or disagreements with the owner. No work shall be delayed or postponed pending any disputes or disagreements.
  3. How the recipient will provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities, including descriptions of safety training, certification, and/or licensure requirements for all relevant workers (e.g., OSHA 10, OSHA 30)?: The EJCDC contract documents have specific language for a safe and healthy work environment. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. Contractor shall comply with applicable laws and regulations relating to the safety of persons and property, or to the protections of persons and property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.
  4. Will workers on the project receive wages and benefits that will secure an appropriately skilled workforce in the context of the local or regional labor market?: YES
  5. Does the project have a completed project labor agreement?: NO
  6. Does the project prioritize local hires?: YES
  7. Does the project have a Community Benefit Agreement, with a description of any such agreement?: NO

**SUBRECIPIENT AGREEMENT**  
**FOR THE VIRGINIA AMERICAN RESCUE PLAN ACT**  
**STATE AND LOCAL FISCAL RECOVERY FUND IMPLEMENTATION**

**EXHIBIT F**

**QUARTERLY REPORTING REQUIREMENTS**

On a quarterly basis, DEQ will report the following information for all ARPA subaward projects utilizing the information provided in Exhibits E and E-2, with the exception of the quarterly obligation, expenditure amounts, and additional programmatic data specific to Septic Local Partner Program (SLPP) subawards:

Below are the reporting requirements for subawards under \$50,000.

- Obligation amount (if applicable)
- Expenditure amount (if applicable)

Below are the reporting requirements for subawards over \$50,000.

- Unique Entity Identifier (UEI)
- Payee contact information
- Subaward date
- Subaward amount
- Subaward description
- Primary place of performance information
- Quarterly obligation amount
- Quarterly expenditure amount
- Subrecipient gross revenue information
  - Percentage of gross revenue from Federal contracts (Y/N above 80%)
  - Amount of gross revenue from Federal contracts (Y/N above \$25,000,000)
- Subrecipient executive compensation details if required.
- Additional programmatic data based on Expenditure Category

Subrecipients are required submit Exhibit F-2, Quarterly Reporting Re-Certification Statements, on a quarterly basis, re-certifying that the information provided to DEQ in Exhibits E and E-2 remain accurate and applicable to the subaward project.

For Septic Local Partner Program subawards only, subrecipients must provide, on a quarterly basis using Exhibit F-3, the following information for each property receiving cost-share assistance:

- Latitude/longitude in decimal degrees
- Amount of cost-share provided
- Certification of permitting and income verification

**SLFRF Key Reporting Deadlines**

Below are the deadlines for the Project and Expenditure Reports.

| Quarterly Report | Year | Quarter | Period Covered          | Due Date        |
|------------------|------|---------|-------------------------|-----------------|
| 1                | 2024 | 1       | January 1 – March 31    | April 5, 2024   |
| 2                | 2024 | 2       | April 1 – June 30       | July 5, 2024    |
| 3                | 2024 | 3       | July 1 – September 30   | October 5, 2024 |
| 4                | 2024 | 4       | October 1 – December 31 | January 5, 2025 |
| 5                | 2025 | 1       | January 1 – March 31    | April 5, 2025   |
| 6                | 2025 | 2       | April 1 – June 30       | July 5, 2025    |
| 7                | 2025 | 3       | July 1 – September 30   | October 5, 2025 |
| 8                | 2025 | 4       | October 1 – December 31 | January 5, 2026 |
| 9                | 2026 | 1       | January 1 – March 31    | April 5, 2026   |
| 10               | 2026 | 2       | April 1 – June 30       | July 5, 2026    |
| 11               | 2026 | 3       | July 1 – September 30   | October 5, 2026 |
| 12               | 2026 | 4       | October 1 – December 31 | January 5, 2027 |

**SUBRECIPIENT AGREEMENT**  
**FOR THE VIRGINIA AMERICAN RESCUE PLAN ACT**  
**STATE AND LOCAL FISCAL RECOVERY FUND IMPLEMENTATION**

**EXHIBIT F-2**

**QUARTERLY REPORTING RE-CERTIFICATION STATEMENTS**

Subrecipient: South Central Wastewater Authority

ARPA Grant No.: ENRCPP-05

I certify:

1. The information submitted in Exhibit E on (Enter Date Here) remains accurate and applicable to this subaward; and,
2. The information submitted in Exhibit E-2 on (Enter Date Here) remains accurate and applicable to this subaward.

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(Authorized Representative)

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(Date)

**SUBRECIPIENT AGREEMENT  
FOR THE COMMONWEALTH OF VIRGINIA  
AMERICAN RESCUE PLAN ACT  
STATE AND LOCAL FISCAL RECOVERY FUND IMPLEMENTATION**

**ARPA Grant No.: ENRCPP-06**

**SUBRECIPIENT AGREEMENT BETWEEN**

**DEPARTMENT OF ENVIRONMENTAL QUALITY**

**1111 EAST MAIN STREET**

**RICHMOND, VA 23219**

**CITY OF PETERSBURG**

**135 NORTH UNION STREET**

**PETERSBURG, VA 23803**

and

**THIS AGREEMENT (“AGREEMENT”) FOR THE COMMONWEALTH OF VIRGINIA’S (“VIRGINIA”) AMERICAN RESCUE PLAN ACT (“ARPA”) STATE AND LOCAL FISCAL RECOVERY FUND (“SLFRF”) IMPLEMENTATION** is made and entered into the 19th day of April 2024, by and between the **Department of Environmental Quality** (“Department”), and the **City of Petersburg** (“Subrecipient”) (each a “Party” and jointly the “Parties”). This Agreement shall become effective on the date (“Effective Date”) this contract is signed by the Department.

The Award Terms and Conditions of this Agreement sets forth the compliance obligations for the Subrecipient pursuant to the SLFRF statute, the Office of Management and Budget’s Uniform Guidance, the United States Department of the Treasury’s updated final rule (31 CFR Part 35), applicable Federal laws and regulations, and applicable state laws, including acts appropriating ARPA funds to the Department to administer.

Pursuant to Section k of 2021 Special Session II Va. Acts Ch. 1, titled “CSOs and Wastewater”, as amended by 2022 Special Session I Va. Acts Ch. 1 Item 479.20, the General Assembly appropriated certain ARPA funds received by the Commonwealth to the Department to administer for investments in wastewater infrastructure, nutrient removal technology, and other eligible infrastructure improvements (the “Fund”). In addition, in 2022 Special Session I Va. Acts Ch. 2 Item 486 under the heading “Drinking Water, Wastewater, and CSOs” the General Assembly appropriated additional ARPA funds received by the Commonwealth to the Department to administer which are also part of the “Fund.”

The Subrecipient 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, which consists of the design and construction of wastewater infrastructure or other infrastructure as described herein. The Subrecipient will use the Grant to finance that portion of the Eligible Project Costs not being paid for from other sources as set forth in the Total Project Budget in Exhibit B to this Agreement. 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, design and construction of the Eligible Project, and development and implementation by the Subrecipient of provisions for the long-term responsibility and maintenance of the infrastructure installed under 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.

NOW, THEREFORE, in consideration of the mutual promises and obligations set forth in this Agreement, including the recitals set forth above which are a material part of this Agreement, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

**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 Agreement between the Department and the Subrecipient, together with any amendments or supplements hereto.

(b) "Authorized Representative" means any member, official or employee of the Subrecipient authorized by resolution, ordinance or other official act of the governing body of the Subrecipient 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 Subrecipient with, among other monies, the Grant, with such changes thereto as may be approved in writing by the Department and the Subrecipient.

(d) "Eligible Project Costs" means costs of the individual items comprising the Eligible Project as permitted by the Act with such changes thereto as may be approved in writing by the Department and the Subrecipient.

(e) "Extraordinary Conditions" means unforeseeable or exceptional conditions resulting from causes beyond the reasonable control of the Subrecipient 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 Subrecipient.

(g) "Total Eligible Project Budget" means the sum of the Eligible Project Costs as set forth in Exhibit B to this Agreement, with such changes thereto as may be approved in writing by the Department and the Subrecipient.

(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 Subrecipient) plus any ineligible costs that are solely the responsibility of the Subrecipient, as set forth in Exhibit B to this Agreement.

(i) "Project Engineer" means the Subrecipient's engineer who must be a licensed professional engineer registered to do business in Virginia and designated by the Subrecipient as the Subrecipient'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 Subrecipient. The Project Schedule assumes timely approval of adequate plans and specifications and timely reimbursement in accordance with this Agreement by the Department.

## **ARTICLE II** **SCOPE OF PROJECT**

2. The Subrecipient will cause the Eligible Project to be designed, constructed, and placed in operation as described in Exhibit A to this Agreement.

## **ARTICLE III** **SCHEDULE**

3. The Subrecipient will cause the Eligible Project to be designed, constructed, and placed in operation in accordance with the Project Schedule in Exhibit C to this Agreement.

## **ARTICLE IV** **COMPENSATION**

4.0. Grant Amount. The total Grant award from the Fund under this Agreement is up to **\$19,290,000.00** and represents the Total Eligible Project Budget. 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 written agreement of the Parties to reflect changes to the Eligible Project or the Total Eligible Project Budget.

4.1. 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 the Total Project Budget (Exhibit B).

4.2. Disbursement of Grant Funds. The Department will disburse the Grant to the Subrecipient not more frequently than once each calendar month for approved eligible reimbursement of a minimum of one thousand (\$1,000.00) dollars, excluding 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, 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 Subrecipient 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. Upon receipt from the Subrecipient of the certificate specified in Section 4.5, certification that the Eligible Project will be maintained for the useful service life of the installed facilities, and a final requisition detailing all retainage to which the Subrecipient is then entitled, the Department, subject to the provisions of this section and Section 4.3 herein, shall request disbursement to the Subrecipient of the final payment from the Grant.

4.3 Application of Grant Funds. The Subrecipient agrees to apply the Grant solely and exclusively to the reimbursement of Eligible Project Costs.

4.4 Agreement to Complete Project. The Subrecipient 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.

4.5 Notice of Substantial Completion. When the Eligible Project has been completed, the Subrecipient 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.

4.6 Timing of Costs Incurred and Return of Funds. The Subrecipient agrees that the Grant may only be used to cover costs incurred and expended during the period beginning March 3, 2021 and ending December 31, 2026. The Subrecipient agrees that the final date upon which funds may be expended is December 31, 2026. The Subrecipient agrees to return funds not expended by December 31, 2026.

**ARTICLE V**  
**MATERIAL BREACH**

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

5.1. Notice of Material Breach. If at any time the Subrecipient determines that it is unable to perform its obligations under this Agreement, the Subrecipient 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.

5.2. Extraordinary Conditions.

(a) The Subrecipient 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, except as required by Article 4.6 or Federal law or regulation, that the alleged non-performance was due to Extraordinary Conditions, provided that the Subrecipient:

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

(ii) 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 and the measures taken to cure the conditions no later than 10 days after the discovery of the Extraordinary Conditions.

(b) If the Department disagrees that the events or circumstances described by the Subrecipient constitute Extraordinary Conditions, the Department must provide the Subrecipient with a written objection within sixty (60) days of Subrecipient's notice under paragraph 5.3(a)(2), together with an explanation of the basis for its objection.

5.3. 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 Subrecipient shall have the burden of proving that the alleged noncompliance was due to Extraordinary Conditions. The Subrecipient 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.

**ARTICLE VI**  
**GENERAL PROVISIONS**

6.1. Acknowledgment of Required Information. In accordance with 2 CFR 200.332 and related Federal requirements for pass-through entities, Subrecipient hereby acknowledges receipt of Exhibit E and E-2 hereto and the additional information set forth therein.

6.2. Fiscal Agent. The Subrecipient agrees to act as the Department's fiscal agent as required for the limited purpose of the ARPA SLFRF award.

6.3 Funds Pass-Through. The Department agrees to transfer the SLFRF award fund(s) to the Subrecipient in accordance with Article IV of this agreement and promptly upon the Department's allotment of such funds from the Department of Planning and Budget ("DPB"); the Department's receipt of such funds from the Department of Accounts ("DOA"); and the compliance of the Subrecipient with any and all prerequisites of the acceptance of these funds, including those specified in Article IV of this agreement (i.e. certifications, proof of eligible expenditures, etc.).

6.4 SAM.gov Requirements. Subrecipient is required to register on System for Award Management ("SAM") at <https://www.sam.gov> pursuant to 2 CFR Part 25. Required SAM.gov information can be found online. Subrecipient must also report the names and total compensation of their five most highly compensated executives and their subrecipients' executives for the preceding completed fiscal year *if* (1) the Subrecipient received 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as provided by 2 CFR 170.320 (and subawards), and received \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act (and subawards), and (2) if the information is not otherwise public.

6.5 Reporting and Recordkeeping Requirements. Program and/or project quarterly reporting is required as outlined in Exhibit F. Subrecipients must maintain records and financial documents relating to its Eligible Project Costs and services provided under this Agreement for five (5) years after all funds have been expended, returned to the Department or upon termination of this agreement. The Department shall have access to all subrecipient's records relating to its Eligible Project Costs and services under this Agreement including but not limited to canceled checks, invoices, vouchers, purchase orders, subcontracts, time sheets, mileage records and all other records relating to services and expenditures. Subrecipient agrees to provide the Department with copies of such records at no expense upon request. Further, Treasury may request transfer of records of long-term value at the end of five years. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats. Subrecipient agrees to provide or make available such records to the Department upon request. Subrecipient must cooperate and provide reasonable assistance to authorized representatives of the Department. 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 Subrecipient, for the purpose of ensuring that the provisions of this Agreement are properly carried out. The Subrecipient also agrees to furnish any records or documents necessary for the Department to carry out its reporting requirements for the ARPA funds.

6.6 Single Audit. Subrecipients that expend more than \$750,000 in Federal awards during their fiscal year will be subject to an audit under the Single Audit Act and its implementing regulation at 2 CFR Part 200, Subpart F regarding audit requirements. Note that the Compliance Supplement provides information on the existing, important compliance requirements that the federal government expects to be considered as a part of such audit. The Compliance Supplement is routinely updated and is made available in the Federal Register and on Office of Management and Budget's (OMB) website: <https://www.whitehouse.gov/omb/office-federal-financial-management>. The Department and Subrecipients should consult the Federal Audit Clearinghouse to see examples of Single Audit submissions.

6.7 Internal Controls. Subrecipient must:

(a) Establish and maintain effective internal controls over the SLFRF award that provides reasonable assurance that the Subrecipient is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the Federal award.

(b) Comply with Federal statutes, regulations, and the terms and conditions of the SLFRF award.

(c) Evaluate and monitor the non-Federal entity's compliance with statutes, regulations, and the terms and conditions of Federal awards.

(d) Take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings.

(e) Take reasonable measures to safeguard protected personally identifiable information.

6.8 Sub-awardee/Vendor Monitoring. The Subrecipient, when passing funds along to another subrecipient (or "Sub-awardee") or contractor, must:

(a) Ensure that the agreement is clearly identified as a Sub-awardee or subcontractor subaward and includes all the requirements of 2 CFR 200.332 referenced throughout this Agreement.

(b) Evaluate each Sub-awardee's risk for noncompliance as required by 2 CFR 200.332

(c) Monitor the activities of the Sub-awardee, or contractor, as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subawards; that subaward performance goals are achieved; and that all monitoring requirements of 2 CFR 200.332 are met, including reviewing financial and programmatic reports, following up on corrective actions, and issuing management decisions for audit findings. Monitoring must include:

(i) Reviewing financial and performance reports required by the pass-through entity.

(ii) Following-up and ensuring that the Sub-awardee, or contractor, takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the Sub-awardee, or contractor, from the pass-through entity detected through audits, on-site reviews, and other means.

(iii) Issuing a management decision for audit findings pertaining to the Federal award provided to the subrecipient from the pass-through entity as required.

(d) Verify that every Sub-awardee is audited as required by 2 CFR 200.332. The Sub-awardee must also develop a subrecipient monitoring plan for its subrecipients that addresses monitoring of subrecipients to provide reasonable assurance that the subrecipient administers Federal awards in compliance with laws, regulations, and the provisions of the contract, and that performance goals are achieved. The Sub-awardee's monitoring plan of its subrecipients should include a risk-based assessment to determine the level of oversight, and monitoring activities such as reviewing financial and performance

reports, performing site visits, and maintain regular contact with subrecipients. The Sub-awardee must establish requirements to ensure compliance with its subrecipients as required by 2 CFR 200.332. The Sub-awardee must ensure that all transactions with vendors comply with laws, regulations, and provisions of contracts or grant agreements in compliance with 2 CFR 200.332.

6.9 Procurement, Suspension & Debarment. Subrecipients are responsible for ensuring that any procurement using SLFRF funds, or payments under procurement contracts using such funds, are consistent with the procurement standards set forth in the Uniform Guidance at 2 CFR 200.317 through 2 CFR 200.327, as applicable. The Uniform Guidance establishes in 2 CFR 200.319 that all procurement transactions for property or services must be conducted in a manner providing full and open competition, consistent with standards outlined in 2 CFR 200.320, which allows for non-competitive procurements only in circumstances where at least one of the conditions below is true: the item is below the micro-purchase threshold; the item is only available from a single source; the public exigency or emergency will not permit a delay from publicizing a competitive solicitation; or after solicitation of a number of sources, competition is determined inadequate. Recipients must have and use documented procurement procedures that are consistent with the standards outlined in 2 CFR 200.317 through 2 CFR 200.320. The Uniform Guidance requires an infrastructure for competitive bidding and contractor oversight, including maintaining written standards of conduct and prohibitions on dealing with suspended or debarred parties. Subrecipients must ensure adherence to all applicable local, State, and Federal procurement laws and regulations.

6.10 Compliance with Applicable Law. Subrecipient agrees to comply with all applicable federal, state, and local law. This includes environmental and permitting laws and regulations.

6.11 Eligible Project to be Technically Sound. Subrecipient agrees that all projects will be undertaken and completed in a manner that is technically sound, meaning that they must meet design and construction methods and use materials that are approved, codified, recognized, fall under standard or acceptable levels of practice, or otherwise are determined to be generally acceptable by the design and construction industry.

6.12 Civil Rights Compliance. Subrecipient and its vendors or contractors are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Treasury Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Treasury Department's implementing regulations at 31 CFR part 23. The Subrecipient further agrees that every subcontract entered into for the performance of any contract or purchase order resulting here from, will contain a provision requiring non-discrimination in employment, service delivery and access, as herein specified binding upon each subrecipient. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

6.13 Repayment of SLFRF Awards. If the United States or Virginia lawfully requires repayment of some or all of the SLFRF award, Subrecipient agrees to repay such amount to the Recipient for such purpose within twenty (20) days of any such requirement.

6.14 Return of Unexpended SLFRF Awards. If all of the SLFRF award is not expended by the end of the identified performance period, Subrecipient is obligated to return unexpended funds to the Department. The Commonwealth and the Department, shall coordinate to accomplish the return of such funds in a timely manner in accordance with the SLFRF Treasury Final Rule.

6.15 Capital Expenditures. Among other requirements contained in 2 CFR 200, Appendix II, all contracts made by a recipient or subrecipient in excess of \$100,000 with respect to a capital expenditure that involve employment of mechanics or laborers must include a provision for compliance with certain provisions of the Contract Work Hours and Safety Standards Act, 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR part 5).

6.16 Further Cooperation. The Parties shall cooperate with each other as reasonably necessary to confirm or bring about the transfers contemplated by this Agreement.

6.17 Term. This Agreement shall be effective on the date it is executed by the Department and shall terminate upon final reimbursement to the Subrecipient.

6.18 Governing Law; Severability. This Agreement shall be construed in accordance with and governed for all purposes by the laws of the Commonwealth of Virginia. If any word or provision of this Agreement as applied to any Party or to any circumstance is adjudged by a court to be invalid or unenforceable, the same shall in no way affect any other circumstance or the validity or enforceability of any other word or provision. The Subrecipient further agrees to comply with all laws and regulations applicable to the Subrecipient's performance of its obligations pursuant to this agreement.

6.19 Entire Agreement; Amendments. This Agreement contains the entire integrated agreement between the Parties as to the subject matter hereof and supersedes all previous written and oral negotiations, commitments, proposals, and writings. No alterations, amendments, or modifications may be made to this Agreement except by a writing signed by both Parties and attached hereto. This Agreement may be modified by agreement of the Parties for any purpose, provided that any significant modification to this Agreement must be preceded by public notice of such modification.

6.20 Counterparts; Signatures; Copies. This Agreement may be executed in counterparts, both of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A facsimile or scanned signature may substitute for and have the same legal effect as an original signature. Any copy of this executed Agreement made by photocopy, facsimile or scanner shall be considered the original for all purposes.

6.21 Authorization. Each Party represents that its execution, delivery and performance under this Agreement have been duly authorized by all necessary action on its behalf, and do not and will not violate any provision of its charter or enabling legislation or result in a material breach of or constitute a material default under any agreement, indenture, or instrument of which it is a party or by which it or its properties may be bound or affected.

6.22. Effect of the Agreement on Permits. This Agreement shall not be deemed to relieve the Subrecipient 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 or Department. This Agreement does not obviate the need to obtain, where required, any other State or Federal permit(s).

6.23. 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.

6.24. Non-Waiver. No waiver by the Department of any one or more defaults by the Subrecipient 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.

6.25. 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.

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

6.27. 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 Program Manager

Subrecipient: City of Petersburg  
135 North Union Street  
Petersburg, VA 23803  
Attn: March Altman

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

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


6.30. Recoupment of Funds. Failure to abide by the requirements of the Final Rule (31 CFR Part 35,) adopted by the United States Department of the Treasury, may result in recoupment of funds by the United States Department of the Treasury.


IN WITNESS WHEREOF, the Parties hereto have caused the execution of this Agreement as of the date first written above.

**VIRGINIA DEPARTMENT OF ENVIRONMENTAL QUALITY**

By: **Edwards Alvie** Digitally signed by: Edwards Alvie  
xqp92569  
DN: CN = Edwards Alvie xqp92569  
OU = COV-Users, End-Users, DEQ  
Date: 2024.04.19 09:41:07 -04'00'  
xqp92569 \_\_\_\_\_ Date  
Alvie Edwards  
Director of Administration  
(804) 898-9883  
alvie.edwards@deq.virginia.gov

**CITY OF PETERSBURG**

By:  4-15-2024  
\_\_\_\_\_ Date  
March Altman  
City Manager  
(804) 733-2301  
maltman@petersburg-va.org

 4-16-2024  
\_\_\_\_\_ Date  
Leon Glaster  
Interim CFO/Director of Finance  
(804) 733-2432  
lglaster@petersburg-va.org



APPROVED AS TO FORM:

 4/15/2024  
Anthony C. Williams, City Attorney  
City of Petersburg, Virginia

[END OF SIGNATURES]



**SUBRECIPIENT AGREEMENT**  
**FOR THE VIRGINIA AMERICAN RESCUE PLAN ACT**  
**STATE AND LOCAL FISCAL RECOVERY FUND IMPLEMENTATION**

**EXHIBIT A**

**ELIGIBLE PROJECT DESCRIPTION**

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Subrecipient: City of Petersburg

ARPA Grant No.: ENRCPP-06

Project Description:

This project will reduce nitrogen discharges at the South Central Wastewater Treatment Plant. This project includes the following components.

- Improvements to existing aeration basins and add post anoxic and reaeration treatment.
- Replacement of two existing clarifiers.
- Installation of an additional clarifier.
- Implementation of denitrification filters and carbon facilities.
- Other appurtenant pumping and piping related to these structures and facilities.

*Note: Only those eligible costs falling within the period outlined in Section 4.6 will be eligible for reimbursement through this grant.*

**SUBRECIPIENT AGREEMENT**  
**FOR THE VIRGINIA AMERICAN RESCUE PLAN ACT**  
**STATE AND LOCAL FISCAL RECOVERY FUND IMPLEMENTATION**

**EXHIBIT B**

**TOTAL PROJECT BUDGET**

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Subrecipient: City of Petersburg

ARPA Grant No.: ENRCPP-06

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

| <b>Project Category/Project Name</b> | <b>Total Project Cost</b> | <b>Petersburg ARPA ENRCPP-06</b> | <b>Local Funds</b> |
|--------------------------------------|---------------------------|----------------------------------|--------------------|
| Engineering                          | \$ 2,673,624.00           | \$ 2,673,624.00                  | \$ -               |
| Construction                         | \$ 16,616,376.00          | \$ 16,616,376.00                 | \$ -               |
| <b>TOTALS</b>                        | <b>\$ 19,290,000.00</b>   | <b>\$ 19,290,000.00</b>          | <b>\$ -</b>        |

Notes:

1. Only those eligible costs falling within the period outlined in Section 4.6 will be eligible for reimbursement through this grant.

**SUBRECIPIENT AGREEMENT  
 FOR THE VIRGINIA AMERICAN RESCUE PLAN ACT  
 STATE AND LOCAL FISCAL RECOVERY FUND IMPLEMENTATION**

**EXHIBIT C**

**PROJECT SCHEDULE**

Subrecipient: City of Petersburg

ARPA Grant No.: ENRCP-06

The Subrecipient 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 Subrecipient to adhere to the anticipated schedule for the Eligible Project as follows:

| <b>Project Name</b>              | <b>Project Description / Milestone</b>            | <b>Schedule / Timeline</b> | <b>Note</b> |
|----------------------------------|---|----------------------------|-------------|
| SCWWA Nutrient Reduction Project | Preparation of Final Plans and Specifications     | 05/03/2022                 |             |
|                                  | Plans and Specifications Approved by DEQ          | 05/10/2022                 |             |
|                                  | Advertise for Bids                                | 07/02/2023                 |             |
|                                  | Commence Construction                             | 10/05/2023                 |             |
|                                  | Execute Grant Agreement                           | 05/31/2024                 |             |
|                                  | Process Optimization and Cost Reduction           | October 2024               |             |
|                                  | Final DEQ Plan Approval                           | November 2024              |             |
|                                  | Award All Contracts                               | December 2026              |             |
|                                  | Substantial Completion for Eligible Project Costs | December 2026              |             |

*Note: Only those eligible costs falling within the period outlined in Section 4.6 will be eligible for reimbursement through this grant.*

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

| <b>Quarter</b>                 | <b>Estimated Amount of Grant Funds to be Requested for Reimbursement</b> |
|--------------------------------|--|
| <b>January – March 2024</b>    |  |
| <b>April – June 2024</b>       | \$377,000  |
| <b>July – September 2024</b>   | \$2,044,000  |
| <b>October – December 2024</b> | \$14,815,000   |
| <b>January – March 2025</b>    | \$2,054,00   |
| <b>April – June 2025</b>       |  |
| <b>July – September 2025</b>   |  |
| <b>October – December 2025</b> |  |
| <b>January – March 2026</b>    |  |
| <b>April – June 2026</b>       |  |
| <b>July – September 2026</b>   |  |
| <b>October – December 2026</b> |  |

**EXHIBIT D**

**REQUISITION FOR REIMBURSEMENT**

(To be on Subrecipient's Letterhead)

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

**RE: American Rescue Plan Act Wastewater Grant**

ARPA Grant No.: ENRCPP-06

Dear Program Manager:

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 Subrecipient 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.

Documentation required by Section 4.2 of this agreement relating to the items for which payment is requested is attached.

The undersigned certifies that the amounts requested by this requisition will be applied solely and exclusively to the reimbursement of the Subrecipient for the payment of Eligible Project Costs that fall within the period outlined in Section 4.6 of this agreement.

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

Sincerely,

\_\_\_\_\_  
(Authorized Representative of the Subrecipient)

Attachments

**Schedule 1**

American Rescue Plan Act Wastewater Fund  
 Form to accompany request for reimbursement

Requisition # \_\_\_\_\_

Subrecipient: City of Petersburg

ARPA Grant No.: ENRCPP-06 Certifying Signature: \_\_\_\_\_ Title: \_\_\_\_\_

| Cost Category | Original Budget  | Previous Disbursements | Net Balance Available | Expenditures This Period | Total Expenditures to Date | Net Balance Remaining |
|---------------|------------------|------------------------|-----------------------|--------------------------|----------------------------|-----------------------|
| Engineering   | \$ 2,673,624.00  | \$ -                   | \$ 2,673,624.00       | \$ -                     | \$ -                       | \$ 2,673,624.00       |
| Construction  | \$ 16,616,376.00 | \$ -                   | \$ 16,616,376.00      | \$ -                     | \$ -                       | \$ 16,616,376.00      |
| <b>TOTALS</b> | \$ 19,290,000.00 | \$ -                   | \$ 19,290,000.00      | \$ -                     | \$ -                       | \$ 19,290,000.00      |

Total Grant Amount: \$19,290,000.00

Previous Disbursements: \$ \_\_\_\_\_

This Request: \$ \_\_\_\_\_

Grant Proceeds Remaining: \$19,290,000.00

Certificate of the Project Engineer

Form to Accompany Request for Reimbursements (not applicable to SLPP Subawards)

Subrecipient: City of Petersburg

ARPA Grant No.: ENRCPP-06

This Certificate is submitted in connection with Requisition Number \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_, submitted by the \_\_\_\_\_ (the "Subrecipient") 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)

**SUBRECIPIENT AGREEMENT**  
**FOR THE VIRGINIA AMERICAN RESCUE PLAN ACT**  
**STATE AND LOCAL FISCAL RECOVERY FUND IMPLEMENTATION**

**EXHIBIT E**

**PASS-THROUGH INFORMATION REQUIREMENTS**

The following pass-through information requirements pertaining to the subaward to Subrecipient set forth below in satisfaction of 2 CFR 200.332 and per 2 CFR 200.1 of the Uniform Guidance. The Federal Award Identification for funds (subaward) addressed by this Agreement is the American Rescue Plan Act State and Local Fiscal Recovery Fund.

- (i) Subrecipient's Name: City of Petersburg
- (ii) Subrecipient's Unique Entity Identifier (UEI): YS41NNRLGL78
- (iii) Federal Award Identification Number: SLFRP1026
- (iv) Federal Award Date: May 18, 2021
- (v) Subaward Period of Performance Start and End Date:  
Start Date is Date of this Agreement; End Date is December 31, 2026
- (vi) Subaward Budget Period Start and End Date:  
March 3, 2021; End Date is December 31, 2026
- (vii) Amount of Federal Funds Obligated by this Action by the Pass-Through Entity to the Subrecipient: \$19,290,000.00
- (viii) Total Amount of Federal Funds Obligated to the Subrecipient by the Pass-Through Entity Including the Current Financial Obligation: \$19,290,000.00
- (ix) Federal Award Project Description, as Required to be Responsive to the Federal Funding Accountability and Transparency Act (FFATA): This project will reduce nitrogen discharges at the South Central Wastewater Treatment Plant.
- (x) (A) Name of Federal Awarding Agency: U.S. Department of the Treasury  
(B) Name of Pass-Through Entity: Virginia Department of Environmental Quality  
(C) Contact Information for Awarding Official of the Pass-Through Entity:  
Alvie Edwards, Director of Administration  
804-898-9883  
alvie.edwards@deq.virginia.gov
- (xi) Assistance Listings Number (ALN) and Title (the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at time of disbursement): ALN 21.027 – Coronavirus State and Local Fiscal Recovery Funds
- (xii) Identification of Whether the Award is R&D: Not R&D Award



- (xiii) Indirect Costs for the Federal Award: *Pursuant to the SLFRF Award Terms and Conditions, recipients are permitted to charge both direct and indirect costs to their SLFRF award as administrative costs as long as they are accorded consistent treatment per 2 CFR 200.403. Indirect cost rate for the Federal award (including if the de minimis rate of 10% is charged) per §200.414. N/A – no indirect costs are requested in the Subrecipient’s grant budget for this SLFRF award.*

**SUBRECIPIENT AGREEMENT**  
**FOR THE VIRGINIA AMERICAN RESCUE PLAN ACT**  
**STATE AND LOCAL FISCAL RECOVERY FUND IMPLEMENTATION**

**EXHIBIT E-2**

**ADDITIONAL PASS-THROUGH INFORMATION REQUIREMENTS FOR SLFRF  
INFRASTRUCTURE PROJECTS (EC.5)**

The following additional pass-through information requirements pertaining to the subaward to Subrecipient set forth below in satisfaction of State and Local Fiscal Recovery Fund Infrastructure Projects (EC.5) and the Federal Funding Accountability and Transparency Act (FFATA). The Federal Award Identification for funds (subaward) addressed by this Agreement is the American Rescue Plan Act State and Local Fiscal Recovery Fund.

- (i) Median Household Income and Lowest Quintile of Area Served by the Subaward: \$46,930 and \$8,813
- (ii) National Pollutant Discharge Elimination System (NPDES) Permit of Facility Involved in the Subaward Project, If Applicable; VA00025437
- (iii) Federal Award Subaward Number, as Required to be Responsive to the Federal Funding Accountability and Transparency Act (FFATA): ENRCPP-06
- (iv) Executive Compensation Data, as Required to be Responsive to the Federal Funding Accountability and Transparency Act (FFATA): In the Preceding Year, Did your Business or Organization Receive (1) 80 Percent or More of your Annual Gross Revenues in U.S. Federal Contracts, Subcontracts, Loans, Grants, Subgrants, and/or Cooperative Agreements; and (2) \$25,000,000 or More in Annual Gross Revenues from U.S. Federal Contracts, Subcontracts, Loans, Grants, Subgrants, and/or Cooperative Agreements?: NO
  - a. If “YES”, Provide the Name of and Total Compensation for the Organization’s Five Highest Paid Officers, If Not Already Publicly Listed or Otherwise Listed in SAM.gov: N/A
- (v) Infrastructure Projects with Total Expected Costs Over \$10,000,000:
  - a. Do you certify that “all laborers and mechanics employed by contractors and subcontractors in the performance of the project are paid wages at rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the “Davis-Bacon Act”), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the State (or the District of Columbia) in which the work is to be performed, or by the appropriate State entity pursuant to a corollary State prevailing-wage-in-construction law (commonly known as “baby Davis-Bacon Acts”)?: YES

- i. If "NO", Provide:
  1. Number of employees of contractors and sub-contractors working on the project: N/A
  2. Number of employees on the project hired directly: N/A
  3. Number of employees on the project hired through a third party: N/A
  4. Are any of the wages at rates less than those prevailing?: N/A
  5. The wages and benefits of workers on the project by classification: N/A
  
- b. Do you certify that "the indicated project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with section 8(f) of the National Labor Relations Act (29 U.S.C.158(f))?": NO
  - i. If "NO", Answer:
    1. How the recipient will ensure the project has ready access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project, including a description of any required professional certifications and/or in-house training?: The Engineer Joint Contract Document Committee (EJCDC) contract documents require the contractor to supervise, inspect and direct the Work Competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the contract documents. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the contract documents.
    2. How the recipient will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project?: The EJCDC contract documents have specific language related to labor disputes and disruptions. The contractor shall carry on the work and adhere to the progress schedule during all disputes or disagreements with the owner. No work shall be delayed or postponed pending any disputes or disagreements.
    3. How the recipient will provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities, including descriptions of safety training, certification, and/or licensure requirements for all relevant workers (e.g., OSHA 10, OSHA 30)?: The EJCDC contract documents have specific language for a safe and healthy work environment. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. Contractor shall comply with applicable laws and regulations relating to the safety of persons and property, or to the protections of persons and property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.
    4. Will workers on the project receive wages and benefits that will secure an appropriately skilled workforce in the context of the local or regional labor market?: YES
    5. Does the project have a completed project labor agreement?: NO
    6. Does the project prioritize local hires?: YES
    7. Does the project have a Community Benefit Agreement, with a description of any such agreement?: NO

**SUBRECIPIENT AGREEMENT**  
**FOR THE VIRGINIA AMERICAN RESCUE PLAN ACT**  
**STATE AND LOCAL FISCAL RECOVERY FUND IMPLEMENTATION**

**EXHIBIT F**

**QUARTERLY REPORTING REQUIREMENTS**

On a quarterly basis, DEQ will report the following information for all ARPA subaward projects utilizing the information provided in Exhibits E and E-2, with the exception of the quarterly obligation, expenditure amounts, and additional programmatic data specific to Septic Local Partner Program (SLPP) subawards:

Below are the reporting requirements for subawards under \$50,000.

- Obligation amount (if applicable)
- Expenditure amount (if applicable)

Below are the reporting requirements for subawards over \$50,000.

- Unique Entity Identifier (UEI)
- Payee contact information
- Subaward date
- Subaward amount
- Subaward description
- Primary place of performance information
- Quarterly obligation amount
- Quarterly expenditure amount
- Subrecipient gross revenue information
  - Percentage of gross revenue from Federal contracts (Y/N above 80%)
  - Amount of gross revenue from Federal contracts (Y/N above \$25,000,000)
- Subrecipient executive compensation details if required.
- Additional programmatic data based on Expenditure Category

Subrecipients are required submit Exhibit F-2, Quarterly Reporting Re-Certification Statements, on a quarterly basis, re-certifying that the information provided to DEQ in Exhibits E and E-2 remain accurate and applicable to the subaward project.

For Septic Local Partner Program subawards only, subrecipients must provide, on a quarterly basis using Exhibit F-3, the following information for each property receiving cost-share assistance:

- Latitude/longitude in decimal degrees
- Amount of cost-share provided
- Certification of permitting and income verification

**SLFRF Key Reporting Deadlines**

Below are the deadlines for the Project and Expenditure Reports.

| Quarterly Report | Year | Quarter | Period Covered          | Due Date        |
|------------------|------|---------|-------------------------|-----------------|
| 1                | 2024 | 1       | January 1 – March 31    | April 5, 2024   |
| 2                | 2024 | 2       | April 1 – June 30       | July 5, 2024    |
| 3                | 2024 | 3       | July 1 – September 30   | October 5, 2024 |
| 4                | 2024 | 4       | October 1 – December 31 | January 5, 2025 |
| 5                | 2025 | 1       | January 1 – March 31    | April 5, 2025   |
| 6                | 2025 | 2       | April 1 – June 30       | July 5, 2025    |
| 7                | 2025 | 3       | July 1 – September 30   | October 5, 2025 |
| 8                | 2025 | 4       | October 1 – December 31 | January 5, 2026 |
| 9                | 2026 | 1       | January 1 – March 31    | April 5, 2026   |
| 10               | 2026 | 2       | April 1 – June 30       | July 5, 2026    |
| 11               | 2026 | 3       | July 1 – September 30   | October 5, 2026 |
| 12               | 2026 | 4       | October 1 – December 31 | January 5, 2027 |

**SUBRECIPIENT AGREEMENT**  
**FOR THE VIRGINIA AMERICAN RESCUE PLAN ACT**  
**STATE AND LOCAL FISCAL RECOVERY FUND IMPLEMENTATION**

**EXHIBIT F-2**

**QUARTERLY REPORTING RE-CERTIFICATION STATEMENTS**

Subrecipient: City of Petersburg

ARPA Grant No.: ENRCPP-06

I certify:

1. The information submitted in Exhibit E on (Enter Date Here) remains accurate and applicable to this subaward; and,
2. The information submitted in Exhibit E-2 on (Enter Date Here) remains accurate and applicable to this subaward.

---

(Authorized Representative)

---

(Date)

## Bid Tabulation

**Client: South Central Wastewater Authority**  
**Project Name: NRP - PH 4 Improvements - REBID**  
**WW Associates Project No. 223005.04D**  
**Bid Opening Date: Thursday, April 18, 2024 at 2:00 PM**



| #   | Contractor                   | Contractor License No. | Bid Bond | Add No. 1<br>3/15/24 | Add No. 2<br>3/22/24 | Add No. 3<br>3/2/24 | Add No. 4<br>4/12/24 | Base Bid       |
|-----|------------------------------|------------------------|----------|----------------------|----------------------|---------------------|----------------------|----------------|
| 1.  | MEB General Contractors, Inc | 2701022066A            | ✓        | ✓                    | ✓                    | ✓                   | ✓                    | \$2,169,000.00 |
| 2.  |                              |                        |          |                      |                      |                     |                      |                |
| 3.  |                              |                        |          |                      |                      |                     |                      |                |
| 4.  |                              |                        |          |                      |                      |                     |                      |                |
| 5.  |                              |                        |          |                      |                      |                     |                      |                |
| 6.  |                              |                        |          |                      |                      |                     |                      |                |
| 7.  |                              |                        |          |                      |                      |                     |                      |                |
| 8.  |                              |                        |          |                      |                      |                     |                      |                |
| 9.  |                              |                        |          |                      |                      |                     |                      |                |
| 10. |                              |                        |          |                      |                      |                     |                      |                |
| 11. |                              |                        |          |                      |                      |                     |                      |                |
| 12. |                              |                        |          |                      |                      |                     |                      |                |
| 13. |                              |                        |          |                      |                      |                     |                      |                |
| 14. |                              |                        |          |                      |                      |                     |                      |                |
| 15. |                              |                        |          |                      |                      |                     |                      |                |



April 19, 2024

Mr. Robert B. Wilson, P.E.  
Executive Director  
South Central Wastewater Authority  
900 Magazine Road  
Petersburg, VA 23803

Re: SCWWA Nutrient Reduction Project  
Phase 4 Improvements - REBID  
WWA Project No. 223005.04D

Dear Mr. Wilson:

One bid was received and opened on April 18, 2024, at 2:00 pm for the referenced project. MEB General Contractors, Inc., was the low bidder with a total base bid in the amount of \$2,169,000.00. Based on a cost benefit analysis performed following the last bid cycle in March 2024, this bid is approximately 13% less than the original bid.

We recommend the construction contract be awarded to MEB General Contractors, Inc. in the amount of \$2,169,000.00 contingent upon funding availability. The Bid Tabulation and bid documentation is attached.

We are available to administer this contract upon your authorization. Please feel free to contact us should you have any questions.

Sincerely,

WW Associates, Inc.

A handwritten signature in black ink that reads 'Herbert F. White III'.

Herbert F. White III, P.E.  
President

Enclosures: Bid Tabulation, Bid Documentation



Attachment C6

| Vendor                  | PO #   | Original Amount  | YTD Expenditures | Remaining        |
|-------------------------|--------|------------------|------------------|------------------|
| WW Associates           | 5975   | \$ 3,650,000.00  | \$ 626,500.00    | \$ 3,023,500.00  |
| WW Associates           | 6095   | \$ 495,000.00    | \$ 84,000.00     | \$ 411,000.00    |
| Hazen & Sawyer          | 5376   | \$ 3,316,735.00  | \$ 3,304,369.00  | \$ 12,366.00     |
| Hazen & Sawyer          | 5845   | \$ 656,420.46    | \$ 656,420.46    | \$ -             |
| Endress+Hauser          | 5679   | \$ 3,037.77      | \$ 3,037.77      | \$ -             |
| Endress+Hauser          | 5914   | \$ 51,802.03     | \$ 51,802.03     | \$ -             |
| Schwing Bioset          | 5723   | \$ 1,023,910.00  | \$ 409,564.00    | \$ 614,346.00    |
| Alfa Laval              | 5734   | \$ 946,714.00    | \$ 899,378.30    | \$ 47,335.70     |
| Electric Power Systems  | 5947   | \$ 3,600.00      | \$ 2,400.00      | \$ 1,200.00      |
| McGuireWoods Consulting | 5906   | \$ 20,000.00     | \$ 20,000.00     | \$ -             |
| Sherwood Logan          | 5725   | \$ 83,683.00     | \$ 83,683.00     | \$ -             |
| WW Associates           | 5997   | \$ 275,000.00    | \$ 275,000.00    | \$ -             |
| WW Associates           | 5987   | \$ 205,000.00    | \$ 69,000.00     | \$ 136,000.00    |
| A&R Electric            | 5718   | \$ 138,189.00    | \$ -             | \$ 138,189.00    |
| EAT-N                   | 5793   | \$ 143,711.00    | \$ 143,711.00    | \$ -             |
| WW Associates           | 6130   | \$ 25,000.00     | \$ 25,000.00     | \$ -             |
| A&R Electric            | 5734   | \$ 67,050.00     | \$ 67,050.00     | \$ -             |
| MEB General Contractors | 6193   | \$ 10,183,700.00 | \$ 385,747.50    | \$ 9,797,952.50  |
|                         |        | \$ 21,288,552.26 | \$ 7,106,663.06  | \$ 14,181,889.20 |
|                         |        |                  |                  |                  |
| Aqualaw PLC             | Aqua   | \$ -             | \$ 23,858.50     | \$ -             |
| City of Petersburg      | City   | \$ -             | \$ 2,250.00      | \$ -             |
| Comcast Cable           | Cable  | \$ -             | \$ 2,194.64      | \$ -             |
| Hazen & Sawyer          | Rebid  | \$ -             | \$ 179,241.68    | \$ -             |
| McGuireWoods            | Legal  | \$ -             | \$ 64,723.35     | \$ -             |
| McGuireWoods Consulting | Legal  | \$ -             | \$ 5,099.98      | \$ -             |
| WW Associates           | ENR    | \$ -             | \$ 11,485.00     | \$ -             |
| WW Associates           | WW Eng | \$ -             | \$ 450.00        | \$ -             |
|                         |        | \$ -             | \$ 289,303.15    | \$ -             |
|                         |        | \$ 21,288,552.26 | \$ 7,395,966.21  | \$ 14,181,889.20 |



900 Magazine Rd.  
 Petersburg, VA 23803  
 Office: (804) 861-0111  
 Fax: (804) 861-3254

**Exhibit D**

TO: South Central Wastewater Authority Board of Directors

FROM: Robert B. Wilson, P.E., Executive Director  
 James C. Gordon, Assistant Executive Director

DATE: May 16, 2024

SUBJECT: Status Report

This report hits the highlights and does not cover the day-to-day maintenance or preventive maintenance summaries.

The following is an update for September and October plant operations. General

- The next Board of Directors Meeting is Thursday, July 18, 2024, at the South Central Wastewater Authority at 2:00 pm.

- Septage revenues were:

| Month | Septage     |
|-------|-------------|
| March | \$14,977.06 |
| April | \$13,692.83 |

- SCWWA’s annual total nitrogen (TN) waste load allocation (WLA) is 350,239 lbs. TN discharged through April 2024 was 137,112 lbs. We have a contract with Chesterfield to purchase 50,000 credits to cover any WLA overage.
- SCWWA’s annual total phosphorus (TP) WLA is 28,404 lbs. TP discharged through April 2024 was 9,759 lbs.
- Emergency Action Plan updated and distributed to all departments.

➤ Operations

- Plant effluent met all permit requirements for March and April 2024.
- Average daily effluent flows were:

| Month | Average Effluent Flow (mgd) | Total Monthly Precipitation (inches) |
|-------|-----------------------------|--------------------------------------|
| March | 19.886                      | 6.370                                |
| April | 14.381                      | 2.840                                |

- RAS Pump Station is being run in hand due to Pump Building 5 MCC replacement.
- Training ongoing for emergency bypass pumping for the headworks drain pump station and filtrate pump station.
- Virginia Rural Water Associations (VRWA) was onsite May 6<sup>th</sup> and 7<sup>th</sup> for operator training.

- Maintenance
  - The breakers in the switchgear building were tested. One needed to be replaced. The spare was used to replace the bad breaker and a replacement was purchased.
  - Staff installed the ends on the new fiber ring installed for Headworks.
  - SCWWA hosted a pump training class provided by Rain for Rent on May 9<sup>th</sup>, this was through the VRWA.
  - Repaired gate 2AB and inspected aeration mixing pumps.
  - Running a new stainless steel air supply line for the headworks scum pots.
  - Several bearings have been replaced on the BFPs.
  - Integrator has RTU panels for programming. Staff will install when programming is complete.
  - The replacement Hypo storage tank is on hand and being staged for installation.
  
- SI-IT
  - OT Firewall is onsite. Staff is working on final system and preparing to startup.
  - Tablets and additional SCADA licenses have been purchased to allow more mobility for Operations staff.
  - New network racks installed in the Shop and Lab.
  
- Laboratory/Industrial Pretreatment
  - Proficiency Tests (PTs) arrived. Analysis in progress. Due May 30th.
  - Industrial Pretreatment: semi-annual sampling and annual inspections ongoing.
  - CFS landfill and Bleachtech discharge permits are due for renewal in October.
  
- PB3 and PB5 MCC Replacement
  - Motor Control Centers (MCC) have been received.
  - The temporary power feed and VFD panel for manual operation of our RAS pumps during PB5 MCC has been installed.
  - There are some buckets and starters in PB3 that are not sized properly, and the vendor is working on replacing them appropriately. We are awaiting delivery of the replacement buckets.

## Exhibit E

### South Central Wastewater Authority For Month Ending April 30, 2024

#### Assets

|  |                                      |           |                   |
|--|--------------------------------------|-----------|-------------------|
| <b>Current Assets</b>                  |                                      |           |                   |
|  | Petty Cash                           | \$        | 500               |
|  | Wells Fargo Operating Account        | \$        | 4,716,080         |
|  | Payments In-Transit To LGIP Fund     | \$        | (59,478)          |
|  | <b>Total Unrestricted Cash</b>       | <b>\$</b> | <b>4,657,102</b>  |
|  | Wells Fargo Reserve                  | \$        | 3,916,414         |
|  | LGIP-ERRF                            | \$        | 2,710,468         |
|  | LGIP_Capital Improvements Reserve    | \$        | 13,047,396        |
|  | <b>Total Restricted Cash</b>         | <b>\$</b> | <b>19,674,278</b> |
|  | <b>Total Checking/Savings</b>        | <b>\$</b> | <b>24,331,380</b> |
|  | Accounts Receivable                  | \$        | 15,640            |
|  | Additional Accounts Receivable       | \$        | 132,266           |
|  | Accounts Receivable-DEQ              | \$        | 1,667,131         |
|  | Prepaid Expenses                     | \$        | 56,909            |
| <b>Total Current Assets</b>            |                                      | <b>\$</b> | <b>26,203,326</b> |
| <b>Fixed Assets</b>                    |                                      |           |                   |
|  | Sewer System Plant                   | \$        | 33,836,540        |
|  | Equipment & Vehicles                 | \$        | 2,569,833         |
|  | Plant Machinery                      | \$        | 7,406,821         |
|  | Construction in Progress             | \$        | 5,363,339         |
|  | Land                                 | \$        | 92,968            |
|  | Accumulated Depreciation             | \$        | (30,033,313)      |
| <b>Total Fixed Assets</b>              |                                      | <b>\$</b> | <b>19,236,188</b> |
| <b>Other Assets</b>                    |                                      |           |                   |
|  | Inventory                            | \$        | 882,309           |
|  | Def Out Res-Post ER Pension Con      | \$        | 115,472           |
|  | Deferred Outflows-GLI OPEB           | \$        | 23,647            |
|  | Deferred Outflows-Pension related    | \$        | 129,927           |
|  | Def Out Res-OPEB Assumptions         | \$        | 5,145             |
|  | Def Out Res-OPEB Experience          | \$        | 27,867            |
|  | Def Out Res-OPEB Contributions       | \$        | 6,681             |
|  | Right of Use Lease Assets            | \$        | 10,643            |
|  | Accum amort-right of use lease       | \$        | (5,940)           |
| <b>Total Other Assets</b>              |                                      | <b>\$</b> | <b>1,195,751</b>  |
| <b>Total Assets</b>                    |                                      | <b>\$</b> | <b>46,635,265</b> |
| <b>Liabilities &amp; Equity</b>        |                                      |           |                   |
| <b>Current Liabilities</b>             |                                      |           |                   |
|  | Accounts Payable                     | \$        | 38,850            |
| <b>Total Current Liabilities</b>       |                                      | <b>\$</b> | <b>38,850</b>     |
| <b>Other Current Liabilities</b>       |                                      |           |                   |
|  | Payroll Accruals                     | \$        | 245,381           |
|  | Health Ins-ARWA                      | \$        | (1,728)           |
|  | Retainage Payable                    | \$        | -                 |
|  | Accrued interest-GASB87              | \$        | 11                |
|  | Accrue for Nutrient Credit Purchases | \$        | -                 |
|  | Lease Liability-Current              | \$        | 3,020             |
|  | Lease Liability- non-current         | \$        | 1,799             |
|  | Refunds Due Member Localities        | \$        | -                 |
| <b>Total Other Current Liabilities</b> |                                      | <b>\$</b> | <b>248,483</b>    |
| <b>Long Term Liabilities</b>           |                                      |           |                   |
|  | Net OPEB Obligation                  | \$        | 110,561           |
|  | Net OPEB Liability-GLI               | \$        | 100,301           |
|  | Def Infl-OPEB-Chg of Assumption      | \$        | -                 |
|  | Deferred Inflows-GLI OPEB            | \$        | 26,636            |
|  | Def Inf-Chg in Ex and Act            | \$        | 42,089            |
|  | Def Inf Res-Net Dif Pension Inv      | \$        | 13,471            |
|  | Def Inf Res-Pens Chg Assumption      | \$        | -                 |
|  | Def Inf Res-Pens Dif Proj/Act E      | \$        | 173,852           |
|  | Net Pension Liability                | \$        | 119,429           |
| <b>Total Long-Term Liabilities</b>     |                                      | <b>\$</b> | <b>586,339</b>    |
| <b>Total Liabilities</b>               |                                      | <b>\$</b> | <b>873,673</b>    |
| <b>Equity</b>                          |                                      |           |                   |
|  | Retained Earnings                    | \$        | 29,005,119        |
|  | Initial Locality Contribution Cap.   | \$        | 14,166,822        |
|  | Net Income                           | \$        | 2,589,652         |
| <b>Total Equity</b>                    |                                      | <b>\$</b> | <b>45,761,593</b> |
| <b>Total Liabilities &amp; Equity</b>  |                                      | <b>\$</b> | <b>46,635,265</b> |

South Central Wastewater Authority  
 YTD Income Statement for the period ending April 30, 2024

Wastewater Rate Center  
 Revenues and Expenses Summary

| <i>Budget</i>   | <i>Budget</i>       | <i>Actual</i>       | <i>YTD Budget</i> | <i>Variance</i>   |
|-----------------|---------------------|---------------------|-------------------|-------------------|
| <i>FY 22/23</i> | <i>Year-to-Date</i> | <i>Year-to-Date</i> | <i>vs. Actual</i> | <i>Percentage</i> |

**Operating Budget vs. Actual**

**Revenues**

|                                 |                     |                     |                     |                   |              |
|---------------------------------|---------------------|---------------------|---------------------|-------------------|--------------|
| Septage/Misc Revenue            | \$ -                | \$ -                | \$ 132,392          | \$ 132,392        | #DIV/0!      |
| O&M Revenue                     | \$ 7,081,398        | \$ 5,901,165        | \$ 5,901,165        | \$ 0              | 0.00%        |
| Capital Improvements Reserve    | \$ 2,500,000        | \$ 2,083,333        | \$ 2,083,333        | \$ (0)            | 0.00%        |
| ER&RF Revenue                   | \$ -                | \$ -                | \$ -                | \$ -              | #DIV/0!      |
| <b>Total Operating Revenues</b> | <b>\$ 9,581,398</b> | <b>\$ 7,984,498</b> | <b>\$ 8,116,890</b> | <b>\$ 132,392</b> | <b>1.66%</b> |

**Expenses**

|   |                     |                     |                     |                     |                |
|---|---------------------|---------------------|---------------------|---------------------|----------------|
| Personnel Cost                                | \$ 3,356,198        | \$ 2,796,831        | \$ 2,549,843        | \$ (246,988)        | -8.83%         |
| Contractual/Professional Services             | \$ 331,200          | \$ 276,833          | \$ 146,735          | \$ (130,099)        | -47.00%        |
| Utilities                                     | \$ 526,500          | \$ 438,750          | \$ 550,423          | \$ 111,673          | 25.45%         |
| Communication/Postage/Freight                 | \$ 37,500           | \$ 31,250           | \$ 31,391           | \$ 141              | 0.45%          |
| Office/Lab/Janitorial Supplies                | \$ 80,500           | \$ 67,083           | \$ 73,860           | \$ 6,777            | 10.10%         |
| Insurance                                     | \$ 70,000           | \$ 70,000           | \$ 74,413           | \$ 4,413            | 6.30%          |
| Lease/Rental Equipment                        | \$ 11,000           | \$ 9,167            | \$ 6,829            | \$ (2,338)          | -25.50%        |
| Travel/Training/Dues                          | \$ 57,000           | \$ 47,500           | \$ 43,225           | \$ (4,275)          | -9.00%         |
| Safety/Uniforms                               | \$ 49,000           | \$ 40,833           | \$ 49,723           | \$ 8,889            | 21.77%         |
| Chemicals/Sludge Disposal                     | \$ 1,650,000        | \$ 1,375,000        | \$ 1,132,635        | \$ (242,365)        | -17.63%        |
| Repair/Maintenance Parts & Supplies/Purchases | \$ 550,000          | \$ 458,333          | \$ 357,362          | \$ (100,972)        | -22.03%        |
| <b>Total Operating Expenses</b>               | <b>\$ 6,718,898</b> | <b>\$ 5,611,581</b> | <b>\$ 5,016,438</b> | <b>\$ (595,143)</b> | <b>-10.61%</b> |
| <b>Operating Surplus/(Deficit)</b>            | <b>\$ 2,862,500</b> | <b>\$ 2,372,917</b> | <b>\$ 3,100,452</b> | <b>\$ 727,535</b>   | <b>30.66%</b>  |

**Replacement Outlay Budget vs. Actual**

|                                 |                   |                   |                   |                 |              |
|---------------------------------|-------------------|-------------------|-------------------|-----------------|--------------|
| Machinery & Equipment           | \$ 65,000         | \$ 65,000         | \$ 62,847         | \$ (2,153)      | -3.31%       |
| Instrumentation                 | \$ 10,000         | \$ 10,000         | \$ 33,478         | \$ 23,478       | 234.78%      |
| SCADA                           | \$ 85,000         | \$ 85,000         | \$ 50,646         | \$ (34,354)     | -40.42%      |
| Computer Equipment              | \$ 15,000         | \$ 15,000         | \$ 17,345         | \$ 2,345        | 15.63%       |
| Motor Vehicles                  | \$ -              | \$ -              | \$ 20,292         | \$ 20,292       | #DIV/0!      |
| Plant Equipment                 | \$ -              | \$ -              | \$ -              | \$ -            | #DIV/0!      |
| Roof Repairs                    | \$ -              | \$ -              | \$ -              | \$ -            | #DIV/0!      |
| Fixtures/Furniture              | \$ -              | \$ -              | \$ -              | \$ -            | #DIV/0!      |
| <b>Total Replacement Outlay</b> | <b>\$ 175,000</b> | <b>\$ 175,000</b> | <b>\$ 184,608</b> | <b>\$ 9,608</b> | <b>5.49%</b> |

**Nutrient Upgrade Budget vs. Actual**

|                                  |      |      |            |            |         |
|----------------------------------|------|------|------------|------------|---------|
| Nutrient Upgrade-Engineering     | \$ - | \$ - | \$ 743,388 | \$ 743,388 | #DIV/0! |
| Nutrient Upgrade-Equipment       | \$ - | \$ - | \$ 948,418 | \$ 948,418 | #DIV/0! |
| Nutrient Upgrade-Solids Handling | \$ - | \$ - | \$ 402,352 | \$ 402,352 | #DIV/0! |

**Other Income/Expense Budget vs. Actual**

|                                     |            |            |              |              |         |
|-------------------------------------|------------|------------|--------------|--------------|---------|
| Nutrient Credit Purchases (Expense) | \$ 187,500 | \$ 156,250 | \$ 87,500    | \$ (68,750)  | -44.00% |
| Nutrient Reduction                  | \$ -       | \$ -       | \$ -         | \$ -         | #DIV/0! |
| Interest-Income                     | \$ -       | \$ -       | \$ 757,710   | \$ 757,710   | #DIV/0! |
| Gain/Loss on Disposal               | \$ -       | \$ -       | \$ -         | \$ -         | #DIV/0! |
| Other Income-Other                  | \$ -       | \$ -       | \$ -         | \$ -         | #DIV/0! |
| WQIF Reimbursement                  | \$ -       | \$ -       | \$ 1,097,756 | \$ 1,097,756 | #DIV/0! |

South Central Wastewater Authority  
Executive Review  
Cash and Debt Highlights  
As of April 30, 2024

| <b>Highlights: SCWWA Cash Positions</b> |  |  |  | <b>30-Jun-23</b>        | <b>30-Apr-24</b>        | <b>Change</b>          | <b>Explanation</b>   |
|---|--|--|--|-------------------------|-------------------------|------------------------|--|
| Unrestricted Cash & Investments:        |  |  |  |                         |                         |                        |  |
|   | Petty Cash   |  |  | \$ 500.00               | \$ 500.00               | \$ -                   | On-Hand Petty Cash for incidental expenses                           |
|   | Wells Fargo Operating Account                          |  |  | \$ 3,495,567.76         | \$ 4,716,079.90         | \$ 1,220,512.14        | Financial Policy: All incoming O & M charges under service agreement |
|   | Wells Fargo Reserve Account                            |  |  | \$ 3,916,414.45         | \$ 3,916,414.45         | \$ -                   | Financial Policy: 50% of Authority's Annual O & M Budget             |
|   | Payments In-Transit to LGIP Fund (Performed Quarterly) |  |  | \$ (117,979.42)         | \$ (59,477.94)          | \$ 58,501.48           | Incoming Leachate Revenues-Moved Quarterly to LGIP Account           |
| Restricted Cash and Investments:        |  |  |  |                         |                         |                        |  |
|   | LGIP-ERRF  |  |  | \$ 2,710,467.97         | \$ 2,710,467.97         | \$ -                   | Resolution adopted by BOD, January 2018                              |
|   | LGIP-Capital Improvement Reserve                       |  |  | \$ 11,865,739.42        | \$ 13,047,395.73        | \$ 1,181,656.31        | Resolution adopted by BOD, January 2018                              |
| <b>Total Cash and Investments</b>       |  |  |  | <b>\$ 21,870,710.18</b> | <b>\$ 24,331,380.11</b> | <b>\$ 2,460,669.93</b> |  |