



# BOARD OF DIRECTORS

August 18<sup>th</sup>, 2020

**BEDFORD REGIONAL WATER AUTHORITY**

Providing quality service to everyone.



1723 Falling Creek Road, Bedford, VA 24523-3137



540.586.7679



540.586.5805



[www.brwa.com](http://www.brwa.com)

# MEETING NOTES

**To:** BRWA Board of Directors  
**From:** Brian M. Key, PE; Executive Director  
**Date:** August 13, 2020  
**Re:** Notes for the August 18, 2020 Board of Directors Meeting

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As can be seen below, there are few action items on the agenda this month; as is normally the case, the numbers of these notes corresponds to the numbers on the agenda.

- 5.c. **Resolution 2020-08.01:** As part of the Mariners Landing transfer, we constructed a waterline to connect the well system to the central Smith Mountain Lake water system; as part of that waterline project, while we were determining the best approach to installing electricity to the meter vault, we found there was an outstanding agreement from the former owner to provide free water to the homeowners association. As such, the enclosed resolution for your consideration is necessary to meet both needs.
- 6.b. The contractor for the energy saving project will report the status of the project to the board; they will be attending remotely.
- 8.b. **Resolution 2020-08.02:** This is a requirement from VDOT in order for us to take ownership of the Montvale Sewer Line that VDOT constructed. We have never been required to do this before, but VDOT is insisting on this being done for this project.
- 8.c. **Resolution 2020-08.03:** As we have been working through the design-build process for the Ivy Creek Sewer Line project, we have found that our PPEA Guidelines Policy 10.45 needs to be updated.
- 8.d. **Resolution 2020-08.04:** If the Authority would like to proceed with the Ivy Creek sewer project and the water pump station project using the PPEA procurement process, we need the board's approval through this resolution.

If you have any questions about any of the information contained in your board packets, or if you are not going to be able to attend the meeting, please contact me prior to the board meeting.

# AGENDA

# NOTICE AND AGENDA

**To:** Board of Directors  
**From:** Brian Key – Executive Director  
**Date:** August 13, 2020  
**Re:** Notice of Board Meeting and Agenda

A regular meeting of the Board of Directors of the Bedford Regional Water Authority (“Authority”) will be held on **Tuesday, August 18, 2020 at 7:00 p.m.** in the **Board Meeting Room** of the Authority located in the **Annex** building at **1723 Falling Creek Road in Bedford County**.

Due to COVID-19, the meeting room attendees will be limited to board members and staff; the public can provide input and/or join the meeting in the following ways:

- Join the Zoom meeting with **audio/video** by electronic device (computer, phone, tablet):
  - <https://us02web.zoom.us/j/81878112284?pwd=OGJUNHVqT1NkR3cvNG9rKzZJVy80UT09>
  - Meeting ID: 818 7811 2284
  - Password: 0eUTPM
- Join the Zoom meeting with **audio only** by phone:
  - 470-250-9358
  - 470-381-2552
  - 786 635 1003
  - 267 831 0333
  - Meeting ID: 818 7811 2284
  - Password: 622260
- Click on the link to the online meeting on our Facebook page or website
  - [www.brwa.com](http://www.brwa.com) (the meeting link is on one of the banner posts on the front page)
  - <https://www.facebook.com/bedfordwater>

The following Agenda is proposed for discussion:

1. Call to Order
  - a. Pledge of Allegiance
  - b. Moment of Silence
2. Review of Agenda
3. Public Comments
4. Approval of Minutes: July 21, 2020 – Regular Board Meeting
5. Financial Report: Presented by Jill Underwood
  - a. Customer Service Summary Report
  - b. Financial Statements through month end July 2020
  - c. **Resolution 2020-08.01**: Bond Covenants



To: Board of Directors  
From: Brian Key – Executive Director  
Date: August 13, 2020  
Re: Notice of Board Meeting and Agenda



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6. Operations Report: Presented by Nathan Carroll
    - a. Work Order Summary
    - b. Energy Savings Performance Contract Update by Schneider Electric Team Members
  7. Administration Report: Presented by Megan Aubrey
    - a. Public Relations Information
  8. Engineering Report: Presented by Rhonda English
    - a. Projects Summary
    - b. **Resolution 2020-08.02:** Montvale Sewer Authorization
    - c. **Resolution 2020-08.03:** PPEA Guidelines Policy 10.45 Revisions
    - d. **Resolution 2020-08.04:** Use of PPEA for Ivy Creek Sewer and 460 Pump Station
  9. Executive Report: Presented by Brian Key
    - a. Review of August 10, 2020 Work Session
  10. Legal Counsel Report
  11. Other business not covered on the above agenda
  12. Motion to Adjourn

## MINUTES

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## **Bedford Regional Water Authority – Board of Directors**

### **Regular Board Meeting – Minutes**

### **July 21, 2020**

A regular meeting of the Board of Directors of the Bedford Regional Water Authority (“Bedford Water”) was held on Tuesday, July 21, 2020 in the Board Meeting Room in Bedford Water’s Annex building located at 1723 Falling Creek Road in Bedford County.

Members Present:..... Bob Flynn, Chair  
Michael Moldenhauer, Vice Chair (Virtual)  
Cynthia Gunnoe  
Elmer Hodge (Virtual)  
Thomas Segroves  
Walter Siehien

Members Absent:..... Carl Wells

Staff & Counsel Present:.. Brian Key – Executive Director (Virtual)  
Nathan Carroll – Assistant Executive Director  
Jill Underwood – Director of Finance (Virtual, then In Person)  
Megan Aubrey – Director of Administration (Virtual)  
Rhonda English – Director of Engineering (Virtual)  
Sam Darby – Legal Counsel, GFD&G (Virtual)

#### **1. Call to Order**

The meeting was called to order by the Chair at approximately 7:00pm. The Pledge of Allegiance and a moment of silence were conducted.

#### **2. Review of Agenda**

The following agenda was reviewed as shown.

1. Call to Order
  - a. Pledge of Allegiance
  - b. Moment of Silence
2. Review of Agenda
3. Public Comments (limited to 3 minutes per person)
4. Approval of Minutes: June 16, 2020 – Regular Board Meeting
5. Financial Report: Presented by Jill Underwood
  - a. Customer Service Summary Report
  - b. Financial Statements through month end June 2020
6. Operations Report: Presented by Nathan Carroll
  - a. Work Order Summary
7. Administration Report: Presented by Megan Aubrey
  - a. Public Relations Information
8. Engineering Report: Presented by Rhonda English
  - a. Projects Summary
9. Executive Director’s Report: Presented by Brian Key
  - a. August 10 Board of Supervisors Worksession
10. Legal Counsel Report

11. Other business not covered on the above agenda

12. Motion to Adjourn

**3. Public Comments (limited to 3 minutes per person)**

There were no public comments.

**4. Approval of Minutes: June 16, 2020 Regular Board Meeting**

The regular Board Meeting Minutes from June 16, 2020 were reviewed.

Member Segroves made a motion to approve the minutes.

Member Siehien seconded the motion.

- Board member votes:   6   Aye;   0   Nay;   0   Abstain. The motion carried.

**5. Financial Report: Presented by Jill Underwood**

**a. Customer Service Summary Report**

From May to June there was a 13% increase of payments, although foot traffic coming into the office is still lower than pre-COVID. During this same time period water revenue increased by 2% and sewer revenue decreased by 3%. There are 516 customers that are past due totaling \$113,000 and 36 businesses past due totaling \$12,400. As of March 1, 388 customers and 21 businesses (totaling \$92,700) on the past due list were in good standing. Staff are working with the County to potentially establish a grant program using CARES funding. The County is the administrator of the funds. The money would funnel through Social Services to screen and provide aid for Authority customers. The customer would have to be in good standing as of March 1, 2020 and have been impacted by COVID-19 to qualify for this financial assistance program.

Thus far in July, 29 capital recovery fees have been received for the Forest area. Mr. Key added that there are several developers potentially interested in paying the capital recovery fees for a large number of equivalent residential connections (ERCs) to lock in sewer capacity in Forest.

**b. Financial Statements through month end June 2020**

Ms. Underwood reviewed some of the details pertaining to the financial reports for the period ending June 2020. The targeted budget goal for June was 100%; operating revenues were 96%, and operating expenditures were 85%. Capital recovery fees received are 143% of the total budgeted amount, with water at 107% and sewer at 262%. As a reminder, there are adjusting entries to record as part of the audit process; the financials are not deemed final until the audit concludes.

The VRA application for the ESCO project is in progress and is due August 7; the rates from the last VRA pool were between 1.7% and 1.8%. The board will need to approve a resolution at the September meeting for the funding. Mr. Key asked the board if Ms. Underwood could sign the loan applications, similar to Ms. English signing engineering term contracts. Ms. Underwood clarified that there is one signature block for the application; however, the resolution and bond documents require the Executive Director and Board Chair's signature. The board approved having Ms. Underwood sign the application and having both Mr. Key and the Chair sign the bonding documents.

Ms. Underwood noted that the CIP report was not included in the packet and a cumulative report will be included in the August board packet.

**6. Operations Report: Presented by Nathan Carroll**

a. Work Order Summary

At 7:16pm the internet connection to the board room was lost due to storm damage earlier in the day. At 7:31pm the connection to the board room was reestablished.

Mr. Carroll gave a summary about the progress on the ESCO project and Mariners Landing easement needed for the pressure reducing valve vault. The easement is owned by the golf course; they have requested a special insurance policy listing them as the grantor with a million-dollar liability and other requests that the Authority cannot agree to. Staff will continue working with the golf course to come to an agreement. The value of the easement is around \$200. On Monday, the CIP Crew installed approximately 160 feet of line i for the Country Estates project. A section of trees needs to be cut down to continue the line; quotes for this are being collected now. There are four vacancies in Maintenance that are in the process of being filled; a customer field representative has transferred to Water Operations.

**7. Administration Report: Presented by Megan Aubrey**

a. Public Relations Information

Ms. Aubrey summarized the media articles contained in the board packet. She also said that an Emergency Temporary Standard has been released by the Department of Labor and Industry in regards to COVID-19 safety protocol that the Authority will be implementing.

**8. Engineering Report: Presented by Rhonda English**

a. Projects Summary

Two additional PPEA proposals for the Ivy Creek interceptor have been received; three total proposals are now being reviewed by staff. Pending review, a recommendation will be presented at the next board meeting to proceed with utilizing the PPEA process for the project versus following a traditional bidding method. The PPEA policy will be reviewed to ensure it meets current standards and may also be brought to the board for approval of any revisions.

Staff have been working with VDOT and the Montvale Fire Department to complete the Montvale sewer line project. Since VDOT constructed the line, service cannot be provided through it until the line and easements have been transferred to the Authority. This transfer requires going through the Department of General Services and the Attorney General's office. They will require the Chair and Mr. Key to sign off on the transfer of the line and the easement with VDOT.

**9. Executive Director's Report: Presented by Brian Key**

a. August 10 Board of Supervisors Work Session

The board discussed the topics for the joint work session with the Board of Supervisors on August 10. Mr. Flynn and Mr. Key met with two board members, the County Administrator, and Deputy County Administrator to discuss a possible agenda. The draft agenda was included in the board packets. Mr. Key recommended the board primarily focus on the Forest sewer capacity and the need for the Ivy Creek sewer line. The draft agenda also included additional items for the board to consider including the broadband project, Burnbridge sewer, and the Montvale sewer project. The board stated that they did not want to open a long discussion about the broadband project; however, they would like to make it clear that it was not the Authority who delayed the project.

One of the supervisors is concerned about the Montvale sewer project being delayed. Mr. Key stated that the Authority has taken the steps to continue the project moving forward as quickly as possible. This topic could be quickly discussed at the meeting to educate the supervisors about how the Authority volunteered to take

ownership of the line from VDOT to provide greater service to the community. Mr. Key will reach out to supervisors to discuss other projects in their areas prior to the joint work session.

Mr. Flynn asked if Mr. Key has put together his talking points for the meeting. Mr. Key said he will do that after he meets with the County Administrator in the next week.

Mr. Flynn also asked for an update about Paradise Point. Mr. Key stated that the subdivision was not able to come to a consensus about whether they wanted to turn over ownership of the system to the Authority yet. There is no deadline for this decision; however, the rate may need to be adjusted in the future if the decision is delayed by a year or more.

#### **10. Legal Counsel Report**

Mr. Darby has been helping to finalize the four financing agreements for the special use contract with the Mariners Landing Community Association. Due to a change in board members for the association the signing was delayed; however, the agreement was signed and executed. Mr. Darby will complete the amendments and send it to VRA.

#### **11. Other Business**

No other business was discussed.

#### **12. Motion to Adjourn:**

There being no further business to discuss, Member Segroves made a motion to adjourn and Member Siehien seconded the motion.

- Board member votes:   6   Aye;   0   Nay;   0   Abstain. The motion carried.

The meeting adjourned at approximately 8:08pm.

Prepared by Megan Aubrey – Director of Administration  
Approved: \_\_\_\_\_ 2020

# FINANCIAL REPORT

### Tracking Data for Customer Service Department

Description		August '19	September '19	October '19	November '19	December '19	January '20	February '20	March '20	April '20	May '20	June '20	July '20	Running 12 Month Totals
1	Statements Mailed	14,435	14,943	14,870	14,490	14,511	14,491	14,466	14,551	14,600	15,017	15,091	15,149	176,614
2	Statements Sent Electronically	1,310	1,340	1,380	1,460	1,422	1,427	1,479	1,518	1,552	1,613	1,675	1,712	17,888
3	Total of Payments Received	11,840	11,919	13,171	11,450	13,035	12,507	12,203	12,695	12,456	11,757	13,019	12,372	148,424
4		\$1,145,845.83	\$1,162,927.08	\$1,382,260.17	\$1,102,608.14	\$1,198,842.39	\$1,249,113.22	\$1,213,904.31	\$1,175,968.85	\$1,118,132.30	\$1,166,857.67	\$1,341,042.49	\$1,304,444.99	\$14,561,947.44
5		2,533	2,438	2,686	2,355	2,619	2,590	2,432	2,588	2,600	2,516	2,698	2,668	30,723
6	Bill Payer Payments	\$164,998.90	\$162,251.19	\$181,932.16	\$153,379.00	\$159,762.75	\$153,100.53	\$148,328.91	\$148,845.01	\$153,214.88	\$174,925.19	\$186,081.65	\$182,270.17	1,969,090
7		21.4%	20.5%	20.4%	20.6%	20.1%	20.7%	19.9%	20.4%	20.9%	21.4%	20.7%	21.6%	20.7%
8		1,989	2,058	2,141	2,140	2,098	2,248	2,214	2,049	2,216	1,982	2,150	2,189	25,474
9	Paymentus Payments	\$175,836.89	\$186,917.39	\$190,835.48	\$194,098.67	\$180,889.55	\$196,219.17	\$190,474.47	\$173,978.03	\$192,068.19	\$181,547.19	\$192,581.63	\$196,439.49	\$2,251,886.15
10		16.8%	17.3%	16.3%	18.7%	16.1%	18.0%	18.1%	16.1%	17.8%	16.9%	16.5%	17.7%	17.2%
11	Automatic Draft Payments (ACH)	1,527	1,532	1,545	1,552	1,571	1,577	1,592	1,603	1,620	1,629	1,692	1,701	19,141
12		\$100,356.19	\$106,461.20	\$105,192.44	\$101,306.31	\$99,730.46	\$92,277.41	\$96,016.58	\$92,411.16	\$91,204.25	\$93,358.28	\$110,038.96	\$111,667.16	\$1,200,020.40
13		12.9%	12.9%	11.7%	13.6%	12.1%	12.6%	13.0%	12.6%	13.0%	13.9%	13.0%	13.7%	12.9%
14	Account Transfers	162	127	135	124	135	113	127	130	134	136	167	205	1,695
15	New Customers	8	526	14	11	11	28	16	22	16	14	38	37	741
16	Disconnects for Non-payment	25	44	40	56	54	55	34	19	-	-	-	-	327
17	Customers Still Off for Non-Payment	4	6	8	11	12	5	7	-	-	-	-	-	53
18	Repeat Disconnected Customers	10	9	11	16	21	9	6	5	-	-	-	-	87
19	Meters Read - Normal and Transfer Readings	13,875	13,892	14,258	14,222	14,230	14,253	14,264	14,277	14,289	14,315	14,334	14,363	170,572
20	Radio Read Meters	11,498	11,598	11,749	11,827	11,863	11,935	12,103	12,341	12,515	12,595	12,727	12,771	145,522
21	Manually Read Meters	2,377	2,294	2,509	2,395	2,367	2,318	2,161	1,936	1,774	1,720	1,607	1,592	25,050
22	Tower Read Meters	1,840	1,964	984	716	1,019	1,086	910	1,054	1,071	1,283	1,037	1,002	13,966
23	New Meter Installs	6	25	3	2	1	21	6	9	11	7	22	22	135
24	Broken Meters Replaced	18	11	11	6	25	5	12	5	13	-	4	2	112
25	Meters Changed - Program	141	61	125	85	28	49	173	209	150	78	108	10	1,217
26	Connections paid for but not installed	180	699	685	279	280	287	289	290	286	281	291	300	N/A
27	Remaining Developer's Credits	\$389,234.01	\$386,484.01	\$386,484.01	\$386,484.01	\$368,484.01	\$368,484.01	\$368,480.01	\$368,484.01	\$368,484.01	\$368,484.01	\$368,484.01	\$368,484.01	N/A
28	Bulk Water Sales - New London (Gallons)	24,825	27,400	41,825	8,325	6,324	7,315	1,410	14,969	58,475	23,485	82,673	42,738	339,764
29	Bulk Water Sales - Moneta (Gallons)	23,200	25,970	30,140	3,458	-	4,250	600	2,700	8,610	12,200	40,480	6,000	157,608
30	Bulk Water Sales - Central Distr (Gallons)	42,000	2,000	3,400	-	-	8,800	3,000	-	-	400	-	28,700	88,300
31	Total Bulk Water Sales	\$486.14	\$299.00	\$406.97	\$63.63	\$34.15	\$109.97	\$27.05	\$95.41	\$362.26	\$194.86	\$665.03	\$418.17	\$3,162.63



# MEMORANDUM

**To: BRWA Board of Directors**  
**From: Jill W. Underwood, Director of Finance**  
**Date: August 12, 2020**  
**Re: Financial Highlights for July 2020**

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## **Customer Service Statistical Report:**

The report is included. We have not assessed late fees or disconnected accounts for non-payment since March. We are planning to begin in September, provided that there are no extensions by SCC. We are working with the County to potentially establish a grant program using CARES funding.

## **Summary of Revenues & Expenses:**

- 1) Budget goal is 8.33% for the month of July. Revenues are at 10% and expenses are at 5%.
- 2) Capital Recovery fees received so far this FY are 30% of the total budgeted amount, with water at 20% and sewer at 60%.
- 3) DEQ is paying for a project at Bunker Hill Loop. There is \$24,000 under account 3904-3335 for the initial expenses of the project.
- 4) As a reminder, there are adjusting entries to record as part of the audit process, the financials are not deemed final until the audit concludes.

## **Cash Flow Summary**

The summary is included in your packets.

## **Other items in Finance:**

- 1.) The audit is being conducted virtually this year and will take place mostly the week of August 17<sup>th</sup>.
- 2.) The VRA funding application (for the ESCO project) was submitted on August 7<sup>th</sup>. We have a due diligence call on August 20<sup>th</sup> to discuss the timeline and required dates for documentation.
- 3.) The FY2021 budget document was not submitted to GFOA for the award program this year. One of the required criteria requires a strategic plan and goals that are part of the plan. We will work on these requirements and work towards submitting in the future.

Bedford Regional Water Auth.  
Balance Sheet  
For the One Month Ending Friday, July 31, 2020

		<u><i>7/1/2020</i></u> <u><i>Beginning</i></u>	<u><i>Jul 2020</i></u> <u><i>Actual</i></u>
	ASSETS		
1000:1000	Cash	\$5,993,484.61	\$6,323,703.59
1001	Restricted Investments	8,116,166.66	8,390,783.66
1002:1002	Prepaid Expenses	581,201.19	581,201.19
1101:1101	Accounts Receivable	1,516,170.75	1,780,459.09
1102	Accounts Receivable Other	33,439.18	64,334.01
1200	Inventory	488,551.59	490,180.23
1202	Loan Related Assets	3,934.66	3,934.66
1250	Construction In Progress	96,602.21	102,918.62
1301	Tangible Assets- Office	4,385,424.94	4,385,424.94
1302	Tangible Assets - Vehicles	3,367,485.04	3,367,485.04
1400:1500	Tangible Assets - Water	100,146,345.04	100,146,345.04
1700	Tangible Assets - Sewer	62,476,091.92	62,476,091.92
1800	Intangible Assets	714,451.00	714,451.00
1801	Fixed Asset Clearing Account		11,134.50
1900	Depreciation	<u>(64,747,719.17)</u>	<u>(64,747,719.17)</u>
	Total assets	123,171,629.62	124,090,728.32
	LIABILITIES		
2000	Accounts Payable	(207,666.35)	(3,915.67)
2001	Customer Liabilities	(515,437.37)	(583,033.45)
2100	Employee Liabilities	(821,399.93)	(844,898.84)
2200	Notes Payable	(42,305,095.69)	(42,305,095.69)
2300	Developer Credits	(420,669.01)	(420,669.01)
2900	Equity	(41,000.00)	(41,000.00)
2999	Retained Earnings	<u>(78,860,361.27)</u>	<u>(78,860,361.27)</u>
	Total liabilities	(123,171,629.62)	(123,058,973.93)
	Operating Surplus/ (Loss)		1,031,754.39

Bedford Regional Water Auth.  
Balance Sheet  
For the One Month Ending Friday, July 31, 2020

		<u>7/1/2020</u> <u>Beginning</u>	<u>Jul 2020</u> <u>Actual</u>
<b>ASSETS</b>			
Cash:			
1000-0000	Change Box for CS	350.00	350.00
1000-0001	Petty Cash	16.57	16.57
1000-0002	SunTrust Checking Account	2,136,501.19	2,471,838.17
1000-0004	Cash Drawer	225.00	225.00
1000-0011	LGIP Operating Reserves Fund	322,251.36	322,251.36
1000-1000	VA Investment Pool-Capital Projects Reserve	2,498,188.70	2,498,188.70
1000-2000	VA Investment Pool- Operating Reserves	1,035,951.79	1,035,951.79
1000-0005	Cash Suspense Account (for F.A.)		(5,118.00)
	<b>Total Cash</b>	<b>5,993,484.61</b>	<b>6,323,703.59</b>
Restricted Investments:			
1001-0001	Deposit Refund Program Fund	359,661.65	359,661.65
1001-0010	Debt Service Accumulation Fund	1,705,687.91	1,905,687.91
1001-0020	Reserve for future capital projects	662,705.67	662,705.67
1001-0021	County Funds for New Projects	229,925.42	229,925.42
1001-0022	SML WTF Depreciation Fund WVWA	252,079.10	252,079.10
1001-0023	BRWA Cell Tower Funds	240,538.75	240,538.75
1001-0024	SML WTF Depreciation Fund- BRWA portion	252,065.18	252,065.18
1001-0025	Vehicle and Equipment Replacement Fund	295,493.54	318,944.54
1001-0030	Information Systems Replacement Fund	157,872.83	162,872.83
1001-0035	Meter Replacement Fund	318,719.33	343,219.33
1001-0040	Sewerline Replacement Fund	558,195.16	566,528.16
1001-0045	Waterline Replacement Fund	522,165.92	535,498.92
1001-0050	Tank Rehab	237,996.00	237,996.00
1001-1010	VA Investment Pool- Reserve Fund	450,171.30	450,171.30
1001-1020	LGIP Repairs & Maintenance Reserve	24,085.63	24,085.63
1001-1025	VRA Debt Service Reserve Fund- PNC Bank	1,737,570.44	1,737,570.44
1001-1030	VRA 2015 Debt Service Reserve Fund-SNAP	43,445.49	43,445.49
1001-1100	Escrow Account	67,787.34	67,787.34
	<b>Total Restricted Investments</b>	<b>8,116,166.66</b>	<b>8,390,783.66</b>
Prepaid Expenses:			
1002-1000	Prepaid Insurance	113,720.53	113,720.53
1002-1001	Prepaid Dues/Service Contracts	62,308.66	62,308.66
1002-1002	Deferred Outflows of Resources (Pensions)	363,292.00	363,292.00
1002-1003	VRS OPEB Deferred Outflow	43,120.00	43,120.00
1002-1004	VRS OPEB Deferred Outflow	(21,000.00)	(21,000.00)
1002-1005	Local OPEB Deferred Outflows	19,760.00	19,760.00
	<b>Total Prepaid Expenses</b>	<b>581,201.19</b>	<b>581,201.19</b>
Accounts Receivable:			
1101-1000	Billings Receivable Water	974,292.46	1,060,991.56
1101-2000	Budget Billing Accounts Rec.	229.36	229.36
1101-2001	Monthly Statement A/R	(20.00)	(20.00)
1101-2002	Monthly Deferred A/R- holding account	553.47	553.47
1101-2003	AR Credits	(50.00)	(50.00)
1101-3000	Billings Receivable Sewer	704,162.52	761,437.77
1101-3210	Credit Card Convenience Fee AR	847.58	847.58
1101-4000	Allowance for Doubtful Accounts	(486,341.29)	(486,341.29)
1101-4001	Water Penalties- A/R	39,404.50	39,257.54
1101-4002	Payment Arrangement AR- Water	(154.96)	(154.96)
1101-4003	Sewer Penalties A/R	25,136.10	25,089.49
1101-4004	Payment Arrangement AR- Sewer	268.43	268.43
1101-4005	Payment Arrangement AR- Sewer Penalties	94.60	94.60
1101-4006	Payment Arrangement AR- Water Penalties	174.14	174.14
1101-5001	Water Facility Fees A/R	86,479.00	128,479.00
1101-5002	Returned Check A/R	784.75	728.80

Bedford Regional Water Auth.  
Balance Sheet  
For the One Month Ending Friday, July 31, 2020

		<u><b>7/1/2020</b></u> <u><b>Beginning</b></u>	<u><b>Jul 2020</b></u> <u><b>Actual</b></u>
1101-5003	Sewer Facility Fees A/R	55,627.78	122,627.78
1101-5005	Reconnect Fee A/R	27,058.15	27,008.15
1101-6000	Water Account Charge A/R	10,552.03	10,727.03
1101-6003	Sewer Account Charges A/R	6,168.09	6,243.09
1101-7001	Water Deposits A/R	3,393.56	5,754.82
1101-7003	Sewer Deposits A/R	20,712.75	23,100.25
1101-7500	Meter Base Installation Fee A/R	14,244.02	12,094.02
1101-7504	Sewer Pump Maintenance A/R	4,284.79	4,108.10
1101-7505	Service Repairs & Rents A/R	2,504.94	2,504.94
1101-7506	A/R- Septage Dumping Fees	8,335.00	8,335.00
1101-7507	Meter Fee A/R	5,750.00	8,775.00
1101-7508	A/R- Industrial Pretreatment	1,541.66	1,458.32
1101-8000	Misc. Charges Receivable	(1.00)	(1.00)
1101-8002	NSF holding/clearing account	145.78	331.40
1101-8003	Consolidation holding account	(3,761.63)	(3,761.63)
1101-8006	Unauthorized Service A/R	7,845.08	7,810.26
1101-8009	Pending Electronic Payments	5,909.09	8,508.07
1101-7502	A/R- Sewer Clean-Out Insallation Fee		2,350.00
1101-7510	SGP Review and Inpections A/R		900.00
	<b>Total Accounts Receivable</b>	<b>1,516,170.75</b>	<b>1,780,459.09</b>
<b>Accounts Receivable Other:</b>			
1102-0001	Miscellaneous Accounts Receivable	33,439.18	64,334.01
	<b>Total Accounts Receivable Other</b>	<b>33,439.18</b>	<b>64,334.01</b>
<b>Inventory:</b>			
1200-0001	Maintenance Inventory	174,859.22	176,487.86
1200-0002	Meter Inventory	313,692.37	313,692.37
	<b>Total Inventory</b>	<b>488,551.59</b>	<b>490,180.23</b>
<b>Loan Related Assets:</b>			
1202-0009	VRA 2014 Cash Account (per docs)	3,934.66	3,934.66
	<b>Total Loan Related Assets</b>	<b>3,934.66</b>	<b>3,934.66</b>
<b>Construction In Progress:</b>			
1250-0353	CIP- SML WTP & Waterlines	(200,000.00)	(200,000.00)
1250-0363	BRWA Facility Master Plan & Building	43,260.11	43,260.11
1250-0381	CIP- Mariners Landing	112,595.11	112,595.11
1250-0383	CIP- Ivy Creek Sewer	45,700.00	48,000.00
1250-0389	CIP- Country Estates Waterline	77,044.49	77,355.91
1250-0391	CIP- Turkey Mtn Booster Station	18,002.50	18,002.50
1250-0386	CIP - Building Renovations		3,600.00
1250-0387	CIP- Rucker Rd. waterline project		104.99
	<b>Total Construction In Progress</b>	<b>96,602.21</b>	<b>102,918.62</b>
<b>Tangible Assets- Office:</b>			
1301-0001	Office Facilities	2,725,886.28	2,725,886.28
1301-0002	Information Systems	1,659,538.66	1,659,538.66
	<b>Total Tangible Assets- Office</b>	<b>4,385,424.94</b>	<b>4,385,424.94</b>
<b>Tangible Assets - Vehicles:</b>			
1302-0001	Vehicles and Equipment	3,367,485.04	3,367,485.04
	<b>Total Tangible Assets - Vehicles</b>	<b>3,367,485.04</b>	<b>3,367,485.04</b>
<b>Tangible Assets - Water:</b>			
1400-1000	SML Water Treatment Facility	16,447,649.90	16,447,649.90

Bedford Regional Water Auth.  
Balance Sheet  
For the One Month Ending Friday, July 31, 2020

		<u>7/1/2020</u> <u>Beginning</u>	<u>Jul 2020</u> <u>Actual</u>
1400-2000	Smith Mountain Lake Central	21,339,066.84	21,339,066.84
1400-3000	Stewartsville Water	2,735,076.84	2,735,076.84
1500-1000	Forest Water	36,203,064.99	36,203,064.99
1500-2000	Lakes Water	1,625,458.78	1,625,458.78
1500-3000	Central Water	21,796,027.69	21,796,027.69
	<b>Total Tangible Assets - Water</b>	<b>100,146,345.04</b>	<b>100,146,345.04</b>
Tangible Assets - Sewer:			
1700-0014	Central Sewer	22,535,093.64	22,535,093.64
1700-0015	Moneta Sewer	12,700,512.43	12,700,512.43
1700-0016	Forest Sewer	18,983,660.02	18,983,660.02
1700-0020	Mariners Landing Sewer	1,218,000.00	1,218,000.00
1700-1016	BRWA Share Lynchburg Sewer Upgrade	4,983,649.44	4,983,649.44
1700-8000	Montvale Sewer	2,055,176.39	2,055,176.39
	<b>Total Tangible Assets - Sewer</b>	<b>62,476,091.92</b>	<b>62,476,091.92</b>
Intangible Assets:			
1800-0000	Studies & Permits (Feasibility, master studies)	658,040.55	658,040.55
1800-0090	Capitalized Interest (Various projects)	56,410.45	56,410.45
	<b>Total Intangible Assets</b>	<b>714,451.00</b>	<b>714,451.00</b>
Fixed Asset Clearing Account:			
1801-0000	Fixed Asset Clearing Account		11,134.50
	<b>Total Fixed Asset Clearing Account</b>		<b>11,134.50</b>
Depreciation:			
1900-0000	Accumulated Depreciation	(64,747,719.17)	(64,747,719.17)
	<b>Total Depreciation</b>	<b>(64,747,719.17)</b>	<b>(64,747,719.17)</b>
	<b>Total assets</b>	<b>123,171,629.62</b>	<b>124,090,728.32</b>
LIABILITIES			
Accounts Payable:			
2000-1000	Accounts Payable	(207,666.35)	(3,915.67)
	<b>Total Accounts Payable</b>	<b>(207,666.35)</b>	<b>(3,915.67)</b>
Customer Liabilities:			
2001-0000	Customer Credit- Budget Billing accounts	5,068.88	5,068.88
2001-0001	Customer Credits	(234,769.82)	(297,228.19)
2001-0002	Misc. Misposting	(1,520.90)	(1,520.90)
2001-0003	Customer Refunds Payable	10,916.45	8,592.74
2001-1000	Water Deposits	(189,397.42)	(191,202.92)
2001-1555	Fireline Assembly Deposits	(16,308.86)	(16,308.86)
2001-2000	Interest on Deposits (Town accounts)	1,256.53	1,256.53
2001-3000	Sewer Deposits	(90,682.23)	(91,690.73)
	<b>Total Customer Liabilities</b>	<b>(515,437.37)</b>	<b>(583,033.45)</b>
Employee Liabilities:			
2100-0050	Compensated Absences Liability	(119,930.82)	(119,930.82)
2100-0060	Accrued Payroll	(0.01)	(0.01)
2100-0250	VRS Employee Contribution Payable	300.36	(13,793.86)
2100-0400	Net Pension Liability	(223,404.00)	(223,404.00)
2100-0450	Flexible Spending Account Payable	1.63	(0.02)
2100-0500	VRS OPEB Liability	(227,000.00)	(227,000.00)
2100-0510	Local OPEB Liability	(228,807.00)	(228,807.00)

Bedford Regional Water Auth.  
Balance Sheet  
For the One Month Ending Friday, July 31, 2020

		<u>7/1/2020</u> <u>Beginning</u>	<u>Jul 2020</u> <u>Actual</u>
2100-0550	Health Insurance Payable- Employee Share	(24,551.55)	(22,723.67)
2100-0600	VRS Mandatory Cash Match- Hybrid	1.25	1.25
2100-0750	Optional Life Insurance Payable	342.81	432.13
2100-0800	AFLAC Withholding Payable	1,697.23	1,697.07
2100-0900	Outstanding Payables Checks	(49.83)	(49.83)
2100-0200	State Withholding Payable		(11,320.08)
	<b>Total Employee Liabilities</b>	<u>(821,399.93)</u>	<u>(844,898.84)</u>
<b>Notes Payable:</b>			
2200-0115	Current Maturities Long-Term Debt	0.40	0.40
2200-2000	Accrued Arbitrage Liability	(76,168.98)	(76,168.98)
2200-2001	Accrued Interest Payable	(424,020.01)	(424,020.01)
2200-2020	VRA 2015 Loan	(29,600,000.00)	(29,600,000.00)
2200-2021	VRA 2015 Premium	(285,874.39)	(285,874.39)
2200-2026	VRA Series 2005 Premium	(2,528.40)	(2,528.40)
2200-2027	Series 2009 VRA Loan	(2,855,000.00)	(2,855,000.00)
2200-2028	VRA Series 2009 Premium	(239,467.08)	(239,467.08)
2200-2029	VRA 2009 Series Deferred amount of Refunding	198,467.52	198,467.52
2200-2230	Series 2012 Loan (2005 Refunding)	(3,075,000.00)	(3,075,000.00)
2200-2231	Series 2012 Premium (2005 Refunding)	(473,596.84)	(473,596.84)
2200-2232	VRA 2012 Deferred Amount on refunding	260,469.24	260,469.24
2200-2233	VRA Series 2014 Loan (2005 refunding)	(1,745,000.00)	(1,745,000.00)
2200-2234	VRA Series 2014 Premium (2005)	(185,296.22)	(185,296.22)
2200-2235	VRA 2014 Deferred Amt on Refunding	60,813.67	60,813.67
2200-2500	Assumed Debt from Town	(3,246,382.17)	(3,246,382.17)
2200-3000	Lynchburg Sewer System Loan Payable	(616,512.43)	(616,512.43)
	<b>Total Notes Payable</b>	<u>(42,305,095.69)</u>	<u>(42,305,095.69)</u>
<b>Developer Credits:</b>			
2300-0000	Deferred Revenue Liability	(348,984.01)	(348,984.01)
2300-0002	Prepayments Transfer Clearing account	28,550.00	28,550.00
2300-1000	Deferred Inflows of Resources	(100,235.00)	(100,235.00)
	<b>Total Developer Credits</b>	<u>(420,669.01)</u>	<u>(420,669.01)</u>
<b>Equity:</b>			
2900-0150	Customer Contributions for Line Extensions	(41,000.00)	(41,000.00)
	<b>Total Equity</b>	<u>(41,000.00)</u>	<u>(41,000.00)</u>
<b>Retained Earnings:</b>			
2999-0000	Retained Earnings	(78,860,361.27)	(78,860,361.27)
	<b>Total Retained Earnings</b>	<u>(78,860,361.27)</u>	<u>(78,860,361.27)</u>
	<b>Total liabilities</b>	<u>(123,171,629.62)</u>	<u>(123,058,973.93)</u>
	<b>Operating Surplus/ (Loss)</b>		1,031,754.39

Bedford Regional Water Auth.  
Summary of Revenue & Expenditures  
For the One Month Ending Friday, July 31, 2020

		<u>Month</u>	<u>FY 20-21 YTD</u>	<u>FY 20-21 Budget</u>	<u>Remaining On Budget</u>	<u>Goal: 8.33%</u>
	OPERATING REVENUE					
3000-3000 +...	Water Sales	(\$790,291.04)	(\$790,291.04)	(\$8,004,138.00)	(\$7,213,846.96)	10%
3100-3000:3...	Sewer Sales	(388,205.30)	(388,205.30)	(4,089,024.00)	(3,700,818.70)	9%
3902	Penalties			(70,000.00)	(70,000.00)	0%
3903-3231:3...	Account Charges	(8,150.00)	(8,150.00)	(60,000.00)	(51,850.00)	14%
3903-3240:3...	Review Fees	(2,600.00)	(2,600.00)	(53,500.00)	(50,900.00)	5%
3900-3250:3...	Interest Earned			(60,000.00)	(60,000.00)	0%
3903-3245:3...	Sewer Clean Outs	(2,350.00)	(2,350.00)	(7,000.00)	(4,650.00)	34%
3903-3250 +...	Meter Installation Revenues	(22,625.00)	(22,625.00)	(95,000.00)	(72,375.00)	24%
3903-3255	Industrial Pretreatment Revenue	(1,520.82)	(1,520.82)	(18,000.00)	(16,479.18)	8%
3903-3261	Rent/Meter Charges			(5,000.00)	(5,000.00)	0%
3903-3262:3...	Misc	(7,115.00)	(7,115.00)	(112,729.00)	(105,614.00)	6%
3901-3211:3...	Account Default Fees	(35.00)	(35.00)	(23,000.00)	(22,965.00)	0%
3201-3275 +...	Contract Reimbursements	(42,735.36)	(42,735.36)	(151,000.00)	(108,264.64)	28%
	Revenue from BRWA Operations	(1,265,627.52)	(1,265,627.52)	(12,748,391.00)	(11,482,763.48)	10%
3000-3220 +...	Capital Recovery Fees	(278,000.00)	(278,000.00)	(939,010.00)	(661,010.00)	30%
3903-3265	Cellular Antenna Site Rental-County...	(1,360.00)	(1,360.00)	(45,153.00)	(43,793.00)	3%
3904-3310	BOS Capital Contributions			(2,000,000.00)	(2,000,000.00)	0%
3904-3315	Developer Line Contributions			(200,000.00)	(200,000.00)	0%
3904-3335	Contributions for DEQ Projects	(24,000.00)	(24,000.00)		24,000.00	0%
3904-3317	Developer Prepayments Redemptio...			(20,000.00)	(20,000.00)	0%
	Revenue from Other Sources	(303,360.00)	(303,360.00)	(3,204,163.00)	(2,900,803.00)	9%
	Total Revenue	(1,568,987.52)	(1,568,987.52)	(15,952,554.00)	(14,383,566.48)	10%
	OPERATING EXPENSES					
4000 + 4002...	Salaries	290,506.53	290,506.53	3,998,526.98	3,708,020.45	7%
4010	General Office Expenses	5,960.00	5,960.00	303,467.00	297,507.00	2%
4100	Employee Benefit & Related Expens...	84,299.21	84,299.21	1,694,076.00	1,609,776.79	5%
4110	Billing Expenses	3,725.70	3,725.70	211,404.00	207,678.30	2%
4120	Information Systems Expenses	1,573.97	1,573.97	158,194.00	156,620.03	1%
4130	Adminstration Supplies	275.40	275.40	500.00	224.60	55%
4140	Customer Service Supplies			3,368.00	3,368.00	0%
4210	Engineering Expenses			81,353.00	81,353.00	0%
4220 + 4223	Operations Expenses			2,400.00	2,400.00	0%
4221	Compliance Program Supplies			8,000.00	8,000.00	0%
4222	Pretreatment Expenses	331.57	331.57	19,600.00	19,268.43	2%
4225-0100	Lab Supplies	411.11	411.11	24,000.00	23,588.89	2%
4230	Maintenance Expenses	329.14	329.14	46,402.00	46,072.86	1%
4240	Vehicles & Equipment Expenses	5,543.30	5,543.30	239,624.00	234,080.70	2%
4250	Forest Water Expenses	34,635.50	34,635.50	815,738.56	781,103.06	4%
4260	Well Systems Expenses	1,853.39	1,853.39	45,678.00	43,824.61	4%
4265	SML Central Distribution System Ex...	3,952.61	3,952.61	33,845.00	29,892.39	12%
4270	SML Treatment Expenses	10,041.71	10,041.71	33,238.00	23,196.29	30%
4330	SML WTF Expenses	21,144.59	21,144.59	501,266.00	480,121.41	4%
4275	Central Water Distribution Expenses	13,327.36	13,327.36	225,692.00	212,364.64	6%
4276	Central Water Treatment Expenses	3,104.63	3,104.63	135,189.00	132,084.37	2%
4280	Stewartsville Water Expenses	1,050.54	1,050.54	38,532.00	37,481.46	3%
4290	Forest Sewer Expenses	1,603.45	1,603.45	609,825.00	608,221.55	0%
4291	Central Sewer Collection System Ex...	2,480.59	2,480.59	318,750.00	316,269.41	1%
4293	Central Sewer Treatment Expenses	4,290.64	4,290.64	626,550.00	622,259.36	1%
4292	Moneta Sewer Collection System E...	1,400.24	1,400.24	31,800.00	30,399.76	4%
4294	Moneta Sewer Treatment Expenses	3,129.25	3,129.25	150,447.00	147,317.75	2%
4295	Montvale Sewer Expenses	420.00	420.00	29,380.00	28,960.00	1%
4340	Mariners Landing Sewer Expenses	86.00	86.00	86,770.00	86,684.00	0%
4350	Cedar Rock Sewer Expenses	450.17	450.17	26,070.00	25,619.83	2%
4300 + 4310	Schools Sewer Expenses			35,000.00	35,000.00	0%
4315	Mariners Landing Expenses	151.45	151.45	28,655.00	28,503.55	1%
4320	Franklin County Operations	1,610.33	1,610.33	36,000.00	34,389.67	4%
	Total Operating Expenditures	497,688.38	497,688.38	10,599,340.54	10,101,652.16	5%

Bedford Regional Water Auth.  
Summary of Revenue & Expenditures  
For the One Month Ending Friday, July 31, 2020

		<u>Month</u>	<u>FY 20-21 YTD</u>	<u>FY 20-21 Budget</u>	<u>Remaining On Budget</u>	<u>Goal: 8.33%</u>
4400	Depreciation			3,231,425.16	3,231,425.16	0%
4500-0640	Lynchburg Debt Service Paid			262.00	262.00	0%
4500-0645	2012 VRA Interest			139,400.00	139,400.00	0%
4500-0660	2014 VRA Interest			77,281.00	77,281.00	0%
4500-0665	2015 VRA Interest			1,058,563.00	1,058,563.00	0%
4500-0650	Assumed Debt from City	39,544.75	39,544.75	80,070.00	40,525.25	49%
4500-0670	VRA 2019 Interest			117,491.00	117,491.00	0%
	Total Interest and Debt Service	39,544.75	39,544.75	1,473,067.00	1,433,522.25	3%
	Total Exp., Depr. and Debt Servi...	537,233.13	537,233.13	15,303,832.70	14,766,599.57	4%
	Total Revenues Less Oper Expense	(1,031,754.39)	(1,031,754.39)	(648,721.30)	383,033.09	159%
	Gross Cash Before Capital Exp	(1,031,754.39)	(1,031,754.39)	(648,721.30)	383,033.09	159%
	Less non-debt Capital Contributions	(24,000.00)	(24,000.00)	(220,000.00)	(196,000.00)	11%
	Earnings/(loss) before BRWA Capit...	(1,007,754.39)	(1,007,754.39)	(428,721.30)	579,033.09	235%



Bedford Regional Water Auth.  
Summary of Revenue & Expenditures  
For the One Month Ending Friday, July 31, 2020

		<u>Month</u>	<u>FY 20-21 YTD</u>	<u>FY 20-21 Budget</u>	<u>Remaining On Budget</u>	<u>Goal: 8.33%</u>
OPERATING REVENUE						
Water Sales:						
3000-3000	Water Sales	(774,475.79)	(774,475.79)	(7,930,668.00)	(7,156,192.21)	10%
3000-3050	Contract Water Sales	(15,815.25)	(15,815.25)	(73,470.00)	(57,654.75)	22%
	Total Water Sales	(790,291.04)	(790,291.04)	(8,004,138.00)	(7,213,846.96)	10%
Sewer Sales:						
3100-3000	Sewer Sales	(385,500.19)	(385,500.19)	(4,057,824.00)	(3,672,323.81)	10%
3100-3050	Cedar Rock Revenue	(2,705.11)	(2,705.11)	(31,200.00)	(28,494.89)	9%
	Total Sewer Sales	(388,205.30)	(388,205.30)	(4,089,024.00)	(3,700,818.70)	9%
Penalties:						
3902-3211	Water Penalty Revenue			(45,000.00)	(45,000.00)	0%
3902-3213	Sewer Penalty Revenue			(25,000.00)	(25,000.00)	0%
	Total Penalties			(70,000.00)	(70,000.00)	0%
Account Charges:						
3903-3231	Water Account Charge Revenue	(5,225.00)	(5,225.00)	(40,000.00)	(34,775.00)	13%
3903-3233	Sewer Account Charge Revenue	(2,925.00)	(2,925.00)	(20,000.00)	(17,075.00)	15%
	Total Account Charges	(8,150.00)	(8,150.00)	(60,000.00)	(51,850.00)	14%
Review Fees:						
3903-3240	Engineering Review Fees	(1,400.00)	(1,400.00)	(50,000.00)	(48,600.00)	3%
3903-3243	SGP Review and Inspections	(1,200.00)	(1,200.00)	(2,000.00)	(800.00)	60%
3903-3242	Engineering Fire Flow Testing			(1,500.00)	(1,500.00)	0%
	Total Review Fees	(2,600.00)	(2,600.00)	(53,500.00)	(50,900.00)	5%
Interest Earned:						
3900-3250	Bank Interest Earned			(60,000.00)	(60,000.00)	0%
	Total Interest Earned			(60,000.00)	(60,000.00)	0%
Sewer Clean Outs:						
3903-3245	Sewer Clean-Out Installation Fee	(2,350.00)	(2,350.00)	(7,000.00)	(4,650.00)	34%
	Total Sewer Clean Outs	(2,350.00)	(2,350.00)	(7,000.00)	(4,650.00)	34%
Meter Installation Revenues:						
3903-3250	Meter Fee Revenue	(9,775.00)	(9,775.00)	(35,000.00)	(25,225.00)	28%
3903-3260	Meter Base Installation Revenue	(12,850.00)	(12,850.00)	(60,000.00)	(47,150.00)	21%
	Total Meter Installation Revenues	(22,625.00)	(22,625.00)	(95,000.00)	(72,375.00)	24%
Industrial Pretreatment Revenue:						
3903-3255	Industrial Pretreatment Revenue	(1,520.82)	(1,520.82)	(18,000.00)	(16,479.18)	8%
	Total Industrial Pretreatment Reve...	(1,520.82)	(1,520.82)	(18,000.00)	(16,479.18)	8%
Rent/Meter Charges:						
3903-3261	Service Repairs & Equipment Ren...			(5,000.00)	(5,000.00)	0%
	Total Rent/Meter Charges			(5,000.00)	(5,000.00)	0%
Misc:						
3903-3262	Cellular Antenna Rental- BRWA p...	(2,040.00)	(2,040.00)	(67,729.00)	(65,689.00)	3%
3903-3264	Sewer Pump Maintenance Reven...	(5,075.00)	(5,075.00)	(40,000.00)	(34,925.00)	13%
3903-3270	Miscellaneous Revenue			(5,000.00)	(5,000.00)	0%

Bedford Regional Water Auth.  
Summary of Revenue & Expenditures  
For the One Month Ending Friday, July 31, 2020

	<u>Month</u>	<u>FY 20-21 YTD</u>	<u>FY 20-21 Budget</u>	<u>Remaining On Budget</u>	<u>Goal: 8.33%</u>
Total Misc	(7,115.00)	(7,115.00)	(112,729.00)	(105,614.00)	6%
Account Default Fees:					
3901-3212 Return Check Revenue	(35.00)	(35.00)	(2,000.00)	(1,965.00)	2%
3901-3211 Reconnect Fee Revenue			(20,000.00)	(20,000.00)	0%
3901-3213 Unauthorized Service Revenue			(1,000.00)	(1,000.00)	0%
Total Account Default Fees	(35.00)	(35.00)	(23,000.00)	(22,965.00)	0%
Contract Reimbursements:					
3201-3275 School System Operations	(3,810.31)	(3,810.31)	(51,000.00)	(47,189.69)	7%
3904-3318 Franklin County Contract Operatio...	(38,925.05)	(38,925.05)	(100,000.00)	(61,074.95)	39%
Total Contract Reimbursements	(42,735.36)	(42,735.36)	(151,000.00)	(108,264.64)	28%
Revenue from BRWA Operations	(1,265,627.52)	(1,265,627.52)	(12,748,391.00)	(11,482,763.48)	10%
Capital Recovery Fees:					
3000-3220 Water Capital Recovery Fees	(146,000.00)	(146,000.00)	(719,710.00)	(573,710.00)	20%
3100-3220 Sewer Capital Recovery Fees	(132,000.00)	(132,000.00)	(219,300.00)	(87,300.00)	60%
Total Capital Recovery Fees	(278,000.00)	(278,000.00)	(939,010.00)	(661,010.00)	30%
Cellular Antenna Site Rental-County portion:					
3903-3265 Cellular Antenna Revenue- Co. po...	(1,360.00)	(1,360.00)	(45,153.00)	(43,793.00)	3%
Total Cellular Antenna Site Rental...	(1,360.00)	(1,360.00)	(45,153.00)	(43,793.00)	3%
BOS Capital Contributions:					
3904-3310 Bedford County Debt Support			(2,000,000.00)	(2,000,000.00)	0%
Total BOS Capital Contributions			(2,000,000.00)	(2,000,000.00)	0%
Developer Line Contributions:					
3904-3315 Developer Contributions			(200,000.00)	(200,000.00)	0%
Total Developer Line Contributions			(200,000.00)	(200,000.00)	0%
Contributions for DEQ Projects:					
3904-3335 DEQ Contributions for Projects	(24,000.00)	(24,000.00)		24,000.00	0%
Total Contributions for DEQ Proje...	(24,000.00)	(24,000.00)		24,000.00	0%
Developer Prepayments Redemption Revenue:					
3904-3317 Developer Capital Recovery Fee...			(20,000.00)	(20,000.00)	0%
Total Developer Prepayments Red...			(20,000.00)	(20,000.00)	0%
Revenue from Other Sources	(303,360.00)	(303,360.00)	(3,204,163.00)	(2,900,803.00)	9%
Total Revenue	(1,568,987.52)	(1,568,987.52)	(15,952,554.00)	(14,383,566.48)	10%

OPERATING EXPENSES

Salaries:					
4000-0010 Administration Salaries	57,386.78	57,386.78	777,305.88	719,919.10	7%
4000-0019 IT Oncall Stipend	600.00	600.00	7,800.00	7,200.00	8%
4000-0020 Administration Overtime	116.25	116.25	1,734.00	1,617.75	7%
4002-0010 Customer Service Salaries	25,266.66	25,266.66	325,996.80	300,730.14	8%
4002-0020 Customer Service Overtime	599.86	599.86	16,760.85	16,160.99	4%
4003-0010 Engineering Department Salaries	47,501.66	47,501.66	600,353.60	552,851.94	8%
4003-0019 Engineering OnCall Stipend	600.00	600.00	7,800.00	7,200.00	8%

Bedford Regional Water Auth.  
Summary of Revenue & Expenditures  
For the One Month Ending Friday, July 31, 2020

		<u>Month</u>	<u>FY 20-21 YTD</u>	<u>FY 20-21 Budget</u>	<u>Remaining On Budget</u>	<u>Goal: 8.33%</u>
4003-0020	Engineering Department Overtime	1,819.72	1,819.72	30,570.08	28,750.36	6%
4004-0010	Maintenance Department Salaries	60,970.63	60,970.63	829,099.20	768,128.57	7%
4004-0019	Maintenance Oncall Stipend Expe...	1,350.00	1,350.00	18,720.00	17,370.00	7%
4004-0020	Maintenance Department Overtime	3,615.56	3,615.56	135,247.13	131,631.57	3%
4005-0010	Operations Department Salaries	88,237.64	88,237.64	1,122,871.20	1,034,633.56	8%
4005-0020	Operations Department Overtime	2,441.77	2,441.77	124,268.24	121,826.47	2%
	<b>Total Salaries</b>	<b>290,506.53</b>	<b>290,506.53</b>	<b>3,998,526.98</b>	<b>3,708,020.45</b>	<b>7%</b>
General Office Expenses:						
4010-0100	Office Supplies	105.95	105.95	10,000.00	9,894.05	1%
4010-0110	Building Maintenance Expense	1,605.56	1,605.56	21,000.00	19,394.44	8%
4010-0140	Commercial Phone Charges	11.49	11.49	12,600.00	12,588.51	0%
4010-0150	Building Power and Utilities	1,539.54	1,539.54	20,500.00	18,960.46	8%
4010-0160	Employee Bond			669.00	669.00	0%
4010-0161	Building Insurance			38,863.00	38,863.00	0%
4010-0175	Bank Service charges	947.46	947.46	15,600.00	14,652.54	6%
4010-0400	Board of Directors Fees	1,750.00	1,750.00	21,000.00	19,250.00	8%
4010-0075	Board & Committee Meetings			600.00	600.00	0%
4010-0085	Long Range Planning			45,000.00	45,000.00	0%
4010-0103	Public Outreach Expenses			16,415.00	16,415.00	0%
4010-0130	Postage and Shipping Expense			8,000.00	8,000.00	0%
4010-0142	Cellular Phone Service			19,220.00	19,220.00	0%
4010-0155	Building Fuel Costs			8,000.00	8,000.00	0%
4010-0170	Advertising			18,000.00	18,000.00	0%
4010-0200	Accounting Services			30,000.00	30,000.00	0%
4010-0220	Legal Expenses			18,000.00	18,000.00	0%
	<b>Total General Office Expenses</b>	<b>5,960.00</b>	<b>5,960.00</b>	<b>303,467.00</b>	<b>297,507.00</b>	<b>2%</b>
Employee Benefit & Related Expenses:						
4100-0030	Payroll Taxes	21,059.67	21,059.67	305,641.00	284,581.33	7%
4100-0040	VRS Retirement and Group Life	1,992.26	1,992.26	345,852.00	343,859.74	1%
4100-0050	Health Insurance	58,151.70	58,151.70	724,311.00	666,159.30	8%
4100-0060	Worker's Compensation			105,397.00	105,397.00	0%
4100-0075	Meetings	30.77	30.77	6,140.00	6,109.23	1%
4100-0080	Professional Dues	675.00	675.00	23,150.00	22,475.00	3%
4100-0101	Clothing and Uniforms	736.82	736.82	31,248.00	30,511.18	2%
4100-0102	Employee & Incentive Fund	1,074.70	1,074.70	27,500.00	26,425.30	4%
4100-0103	Safety	578.29	578.29	41,174.00	40,595.71	1%
4100-0041	VRS Hybrid Disability Program			10,051.00	10,051.00	0%
4100-0045	Unemployment Payments			6,000.00	6,000.00	0%
4100-0055	Flexible Spending Account			2,500.00	2,500.00	0%
4100-0065	Employee Testing			4,785.00	4,785.00	0%
4100-0070	Mileage Reimbursements			460.00	460.00	0%
4100-0085	Training and Education			54,117.00	54,117.00	0%
4100-0086	Continuing Education			5,250.00	5,250.00	0%
4100-0090	Whistle Blower Hotline			500.00	500.00	0%
	<b>Total Employee Benefit &amp; Related...</b>	<b>84,299.21</b>	<b>84,299.21</b>	<b>1,694,076.00</b>	<b>1,609,776.79</b>	<b>5%</b>
Billing Expenses:						
4110-0091	Bad Debt Expense Water	235.86	235.86	15,000.00	14,764.14	2%
4110-0093	Bad Debt Expense Sewer	331.56	331.56	7,500.00	7,168.44	4%
4110-0097	Collection Agency Expense	40.93	40.93	1,200.00	1,159.07	3%
4110-0110	Bill Processing Services	1,480.40	1,480.40	103,978.00	102,497.60	1%
4110-0125	Credit Card Processing Fees	1,636.95	1,636.95	18,900.00	17,263.05	9%
4110-0094	Bad Debt Expense Penalties/Misc.			4,000.00	4,000.00	0%
4110-0112	Customer Notification Expenses			3,000.00	3,000.00	0%
4110-0115	Meter Testing			1,000.00	1,000.00	0%
4110-0120	Customer Service Software Maint...			52,596.00	52,596.00	0%
4110-0175	Courier Service			4,230.00	4,230.00	0%
	<b>Total Billing Expenses</b>	<b>3,725.70</b>	<b>3,725.70</b>	<b>211,404.00</b>	<b>207,678.30</b>	<b>2%</b>

Bedford Regional Water Auth.  
Summary of Revenue & Expenditures  
For the One Month Ending Friday, July 31, 2020

		<u>Month</u>	<u>FY 20-21 YTD</u>	<u>FY 20-21 Budget</u>	<u>Remaining On Budget</u>	<u>Goal: 8.33%</u>
Information Systems Expenses:						
4120-0100	Information Systems Supplies	37.97	37.97	8,500.00	8,462.03	0%
4120-0110	Contracted Services (Network)	908.50	908.50	22,000.00	21,091.50	4%
4120-0115	Continuing Support (Software)	262.50	262.50	123,314.00	123,051.50	0%
4120-0145	Internet and WAN Communications	365.00	365.00	4,380.00	4,015.00	8%
	Total Information Systems Expens...	1,573.97	1,573.97	158,194.00	156,620.03	1%
Adminstration Supplies:						
4130-0100	Administration Supplies	275.40	275.40	500.00	224.60	55%
	Total Adminstration Supplies	275.40	275.40	500.00	224.60	55%
Customer Service Supplies:						
4140-0100	Customer Service Supplies			3,368.00	3,368.00	0%
	Total Customer Service Supplies			3,368.00	3,368.00	0%
Engineering Expenses:						
4210-0100	Engineering Supplies			18,413.00	18,413.00	0%
4210-0110	Engineering Reviews			51,800.00	51,800.00	0%
4210-0141	Locating Notification Tickets			8,320.00	8,320.00	0%
4210-0240	Construction testing			2,820.00	2,820.00	0%
	Total Engineering Expenses			81,353.00	81,353.00	0%
Operations Expenses:						
4220-0100	Wastewater Operations Supplies			1,900.00	1,900.00	0%
4223-0100	Water Operations Supplies			500.00	500.00	0%
	Total Operations Expenses			2,400.00	2,400.00	0%
Compliance Program Supplies:						
4221-0100	FROG Program Supplies			8,000.00	8,000.00	0%
	Total Compliance Program Suppli...			8,000.00	8,000.00	0%
Pretreatment Expenses:						
4222-0100	Pretreatment Supplies/Expenses	331.57	331.57	19,600.00	19,268.43	2%
	Total Pretreatment Expenses	331.57	331.57	19,600.00	19,268.43	2%
Lab Supplies:						
4225-0100	Lab Supplies	411.11	411.11	24,000.00	23,588.89	2%
	Total Lab Supplies	411.11	411.11	24,000.00	23,588.89	2%
Maintenance Expenses:						
4230-0100	Maintenance Supplies	329.14	329.14	46,402.00	46,072.86	1%
	Total Maintenance Expenses	329.14	329.14	46,402.00	46,072.86	1%
Vehicles & Equipment Expenses:						
4240-0100	Vehicles and Equipment Supplies	1,004.27	1,004.27	32,350.00	31,345.73	3%
4240-0110	Vehicles and Equipment Contract...	1,952.75	1,952.75	81,600.00	79,647.25	2%
4240-0155	Vehicles & Equipment Fuel Costs	2,586.28	2,586.28	95,000.00	92,413.72	3%
4240-0162	Vehicles and Equipment Insurance			30,674.00	30,674.00	0%
	Total Vehicles & Equipment Expe...	5,543.30	5,543.30	239,624.00	234,080.70	2%
Forest Water Expenses:						
4250-0100	Forest Water Supplies	2,010.50	2,010.50	35,000.00	32,989.50	6%
4250-0110	Forest Water Contracted Services	7,272.00	7,272.00	19,400.00	12,128.00	37%
4250-0150	Forest Water Power	422.55	422.55	3,000.00	2,577.45	14%

Bedford Regional Water Auth.  
Summary of Revenue & Expenditures  
For the One Month Ending Friday, July 31, 2020

		<u>Month</u>	<u>FY 20-21 YTD</u>	<u>FY 20-21 Budget</u>	<u>Remaining On Budget</u>	<u>Goal: 8.33%</u>
4250-0161	Forest Water Insurance			16,851.00	16,851.00	0%
4250-0410	Forest Water VDH Fees	24,930.45	24,930.45	247.56	(24,682.89)	10,070%
4250-0101	Forest Water Meter Installations			56,000.00	56,000.00	0%
4250-0115	Forest Water System Repairs & I...			3,500.00	3,500.00	0%
4250-0140	Forest Water Communications			300.00	300.00	0%
4250-0240	Forest Water Sampling and Testing			15,000.00	15,000.00	0%
4250-0300	Forest Water Purchased			666,440.00	666,440.00	0%
	<b>Total Forest Water Expenses</b>	<b>34,635.50</b>	<b>34,635.50</b>	<b>815,738.56</b>	<b>781,103.06</b>	<b>4%</b>
Well Systems Expenses:						
4260-0100	Well Systems Supplies	693.89	693.89	15,000.00	14,306.11	5%
4260-0110	Well Systems Contracted Services	450.00	450.00	13,100.00	12,650.00	3%
4260-0161	Well Systems Insurance			899.00	899.00	0%
4260-0240	Well Systems Sampling and Testi...	31.00	31.00	5,000.00	4,969.00	1%
4260-0410	Well Systems VDH Fees	678.50	678.50	679.00	0.50	100%
4260-0101	Well Systems Meter Installations			500.00	500.00	0%
4260-0105	Well Systems Chemicals			3,000.00	3,000.00	0%
4260-0115	Well Systems Repairs & Improve...			2,000.00	2,000.00	0%
4260-0150	Well Systems Power			5,500.00	5,500.00	0%
	<b>Total Well Systems Expenses</b>	<b>1,853.39</b>	<b>1,853.39</b>	<b>45,678.00</b>	<b>43,824.61</b>	<b>4%</b>
SML Central Distribution System Expenses:						
4265-0100	SML Central Supplies	551.96	551.96	10,000.00	9,448.04	6%
4265-0240	SML Central Sampling & Testing	46.50	46.50	10,000.00	9,953.50	0%
4265-0410	SML Central VDH Fees	3,354.15	3,354.15	3,345.00	(9.15)	100%
4265-0101	SML Central Meter Installations			6,500.00	6,500.00	0%
4265-0110	SML Central Contracted Services			3,000.00	3,000.00	0%
4265-0115	SML Central Repairs & Improvem...			1,000.00	1,000.00	0%
	<b>Total SML Central Distribution Sys...</b>	<b>3,952.61</b>	<b>3,952.61</b>	<b>33,845.00</b>	<b>29,892.39</b>	<b>12%</b>
SML Treatment Expenses:						
4270-0100	SML Treatment Supplies	456.86	456.86	2,000.00	1,543.14	23%
4270-0110	SML Treatment Contracted Services	1,020.00	1,020.00	3,550.00	2,530.00	29%
4270-0150	SML Treatment Water Power	1,064.85	1,064.85	16,800.00	15,735.15	6%
4270-0161	SML Treatment Insurance			7,038.00	7,038.00	0%
4270-0300	SML Quality Monitoring	7,500.00	7,500.00		(7,500.00)	0%
4270-0105	SML Treatment Chemicals			1,000.00	1,000.00	0%
4270-0155	SML Treatment Fuel Costs			2,000.00	2,000.00	0%
4270-0371	SML Treatment Road Maintenan...			850.00	850.00	0%
	<b>Total SML Treatment Expenses</b>	<b>10,041.71</b>	<b>10,041.71</b>	<b>33,238.00</b>	<b>23,196.29</b>	<b>30%</b>
SML WTF Expenses:						
4330-0100	SML WTF Supplies	961.73	961.73	30,000.00	29,038.27	3%
4330-0105	SML WTF Chemicals	1,907.38	1,907.38	45,000.00	43,092.62	4%
4330-0140	SML WTF Communications	45.44	45.44	516.00	470.56	9%
4330-0150	SML WTF Power	17,758.12	17,758.12	228,000.00	210,241.88	8%
4330-0161	SML WTF Property Insurance			14,450.00	14,450.00	0%
4330-0240	SML WTF Sampling & Testing	471.92	471.92	40,000.00	39,528.08	1%
4330-0110	SML WTF Contracted Services			125,000.00	125,000.00	0%
4330-0155	SML WTF Fuel Costs			2,000.00	2,000.00	0%
4330-0300	SML Water Quality Monitoring			7,500.00	7,500.00	0%
4330-0370	SML WTF Raw Water Fee			8,800.00	8,800.00	0%
	<b>Total SML WTF Expenses</b>	<b>21,144.59</b>	<b>21,144.59</b>	<b>501,266.00</b>	<b>480,121.41</b>	<b>4%</b>
Central Water Distribution Expenses:						
4275-0100	Central Water Supplies	546.76	546.76	37,500.00	36,953.24	1%
4275-0110	Central Water Contracted Services	1,335.00	1,335.00	108,700.00	107,365.00	1%
4275-0240	Central Water Sampling & Testing	418.50	418.50	20,000.00	19,581.50	2%
4275-0410	Central Water VDH Fees	11,027.10	11,027.10	10,992.00	(35.10)	100%
4275-0101	Central Water Meter Installations			3,750.00	3,750.00	0%

Bedford Regional Water Auth.  
Summary of Revenue & Expenditures  
For the One Month Ending Friday, July 31, 2020

		<u>Month</u>	<u>FY 20-21 YTD</u>	<u>FY 20-21 Budget</u>	<u>Remaining On Budget</u>	<u>Goal: 8.33%</u>
4275-0115	Central Water Repairs & Improve...			44,500.00	44,500.00	0%
4275-0155	Central Water Fuel Purchases			250.00	250.00	0%
	Total Central Water Distribution E...	13,327.36	13,327.36	225,692.00	212,364.64	6%
Central Water Treatment Expenses:						
4276-0100	Central Water Treatment Supplies	83.44	83.44	20,000.00	19,916.56	0%
4276-0105	Central Water Treatment Chemica...	805.11	805.11	50,000.00	49,194.89	2%
4276-0110	Central Water Treatment Contract...	85.09	85.09	10,000.00	9,914.91	1%
4276-0150	Central Water Treatment Power	2,130.99	2,130.99	33,600.00	31,469.01	6%
4276-0161	Central Water Treatment Property...			18,569.00	18,569.00	0%
4276-0140	Central Water Treatment Commun...			1,020.00	1,020.00	0%
4276-0155	Central Water Treatment Fuel			2,000.00	2,000.00	0%
	Total Central Water Treatment Ex...	3,104.63	3,104.63	135,189.00	132,084.37	2%
Stewartsville Water Expenses:						
4280-0100	Stewartsville Water Supplies	363.63	363.63	2,000.00	1,636.37	18%
4280-0110	Stewartsville Water Contracted Se...	240.00	240.00	2,700.00	2,460.00	9%
4280-0150	Stewartsville Water Power	15.46	15.46	300.00	284.54	5%
4280-0161	Stewartsville Water Insurance			666.00	666.00	0%
4280-0240	Stewartsville Water Sampling and...	15.50	15.50	1,500.00	1,484.50	1%
4280-0410	Stewartsville Water VDH Fees	415.95	415.95	416.00	0.05	100%
4280-0101	Stewartsville Meter Installations			500.00	500.00	0%
4280-0115	Stewartsville Water Repairs & Imp...			2,500.00	2,500.00	0%
4280-0140	Stewartsville Water Communicatio...			300.00	300.00	0%
4280-0300	Stewartsville Water Purchased			27,650.00	27,650.00	0%
	Total Stewartsville Water Expenses	1,050.54	1,050.54	38,532.00	37,481.46	3%
Forest Sewer Expenses:						
4290-0100	Forest Sewer Supplies	505.67	505.67	65,000.00	64,494.33	1%
4290-0110	Forest Sewer Contracted Services	825.00	825.00	104,500.00	103,675.00	1%
4290-0150	Forest Sewer Power	272.78	272.78	37,200.00	36,927.22	1%
4290-0161	Forest Sewer Insurance			5,025.00	5,025.00	0%
4290-0105	Forest Sewer Chemicals			87,000.00	87,000.00	0%
4290-0115	Forest Sewer Repairs & Improvem...			2,000.00	2,000.00	0%
4290-0140	Forest Sewer Communications			3,600.00	3,600.00	0%
4290-0155	Forest Sewer Fuel Expense			5,000.00	5,000.00	0%
4290-0240	Forest Sewer Testing			500.00	500.00	0%
4290-0350	Forest Sewer Treatment Costs			300,000.00	300,000.00	0%
	Total Forest Sewer Expenses	1,603.45	1,603.45	609,825.00	608,221.55	0%
Central Sewer Collection System Expenses:						
4291-0100	Central Sewer Supplies	455.94	455.94	70,000.00	69,544.06	1%
4291-0110	Central Sewer Coll System Contra...	1,305.00	1,305.00	84,500.00	83,195.00	2%
4291-0150	Central Sewer Power	719.65	719.65	55,000.00	54,280.35	1%
4291-0115	Central Sewer Repairs & Improve...			104,000.00	104,000.00	0%
4291-0155	Central Sewer Fuel Costs			5,000.00	5,000.00	0%
4291-0240	Central Sewer Sampling & Testing			250.00	250.00	0%
	Total Central Sewer Collection Sy...	2,480.59	2,480.59	318,750.00	316,269.41	1%
Central Sewer Treatment Expenses:						
4293-0100	Center Sewer Treatment Supplies	588.42	588.42	73,000.00	72,411.58	1%
4293-0110	Center Sewer Treatment Contract...	3,076.28	3,076.28	95,000.00	91,923.72	3%
4293-0140	Center Sewer Treatment Commun...	538.82	538.82	7,200.00	6,661.18	7%
4293-0150	Center Sewer Treatment Power	87.12	87.12	228,000.00	227,912.88	0%
4293-0161	Center Sewer Treatment Property...			15,450.00	15,450.00	0%
4293-0105	Center Sewer Treatment Chemicals			127,000.00	127,000.00	0%
4293-0115	Center Sewer Sludge Tipping Fees			45,000.00	45,000.00	0%
4293-0155	Central Sewer Fuel			1,500.00	1,500.00	0%
4293-0240	Center Sewer Treatment Samplin...			25,000.00	25,000.00	0%
4293-0411	Center Sewer DEQ Charges			9,400.00	9,400.00	0%



Bedford Regional Water Auth.  
Summary of Revenue & Expenditures  
For the One Month Ending Friday, July 31, 2020

	<u>Month</u>	<u>FY 20-21 YTD</u>	<u>FY 20-21 Budget</u>	<u>Remaining On Budget</u>	<u>Goal: 8.33%</u>
Total Central Sewer Treatment Ex...	4,290.64	4,290.64	626,550.00	622,259.36	1%
Moneta Sewer Collection System Expenses:					
4292-0100 Moneta Sewer Supplies	56.65	56.65	10,250.00	10,193.35	1%
4292-0110 Moneta Sewer Contracted Services	240.00	240.00	3,050.00	2,810.00	8%
4292-0150 Moneta Sewer Power	1,103.59	1,103.59	12,000.00	10,896.41	9%
4292-0105 Moneta Sewer Chemicals			2,000.00	2,000.00	0%
4292-0115 Moneta Sewer Repairs & Improve...			400.00	400.00	0%
4292-0155 Moneta Sewer Fuel Costs			3,500.00	3,500.00	0%
4292-0240 Moneta Sewer Sampling & Testing			600.00	600.00	0%
Total Moneta Sewer Collection Sy...	1,400.24	1,400.24	31,800.00	30,399.76	4%
Moneta Sewer Treatment Expenses:					
4294-0100 Moneta Sewer Treatment Supplies	(23.54)	(23.54)	30,000.00	30,023.54	0%
4294-0150 Moneta Sewer Treatment Power	3,077.07	3,077.07	43,200.00	40,122.93	7%
4294-0161 Moneta Sewer Treatment Property...			6,417.00	6,417.00	0%
4294-0240 Moneta Sewer Treatment Samplin...	75.72	75.72	20,000.00	19,924.28	0%
4294-0105 Moneta Sewer Treatment Chemic...			9,000.00	9,000.00	0%
4294-0110 Moneta Sewer Contracted Services			21,500.00	21,500.00	0%
4294-0115 Moneta Sewer Sludge Tipping Fees			15,000.00	15,000.00	0%
4294-0140 Moneta Sewer Treatment Commu...			1,980.00	1,980.00	0%
4294-0155 Moneta Sewer Fuel			350.00	350.00	0%
4294-0411 Moneta Sewer DEQ Charges			3,000.00	3,000.00	0%
Total Moneta Sewer Treatment Ex...	3,129.25	3,129.25	150,447.00	147,317.75	2%
Montvale Sewer Expenses:					
4295-0110 Montvale Sewer Contracted Servi...	420.00	420.00	10,000.00	9,580.00	4%
4295-0161 Montvale Sewer Insurance			1,570.00	1,570.00	0%
4295-0100 Montvale Sewer Supplies			6,000.00	6,000.00	0%
4295-0105 Montvale Sewer Chemicals			1,500.00	1,500.00	0%
4295-0140 Montvale Communications			300.00	300.00	0%
4295-0150 Montvale Sewer Power			360.00	360.00	0%
4295-0155 Montvale Sewer Fuel Costs			250.00	250.00	0%
4295-0240 Montvale Sewer Sampling & Testi...			7,000.00	7,000.00	0%
4295-0411 Montvale Sewer DEQ charges			2,400.00	2,400.00	0%
Total Montvale Sewer Expenses	420.00	420.00	29,380.00	28,960.00	1%
Mariners Landing Sewer Expenses:					
4340-0100 Mariners Landing Sewer Supplies	86.00	86.00	16,000.00	15,914.00	1%
4340-0105 Mariners Landing Sewer Chemicals			4,500.00	4,500.00	0%
4340-0110 Mariners Landing Sewer Contract...			28,400.00	28,400.00	0%
4340-0140 Mariners Landing Sewer Commun...			300.00	300.00	0%
4340-0150 Mariners Landing Sewer Power			27,000.00	27,000.00	0%
4340-0155 Mariners Landing Sewer Fuel Costs			4,200.00	4,200.00	0%
4340-0161 Mariners Landing Sewer Property...			1,570.00	1,570.00	0%
4340-0240 Mariners Landing Sewer Sampling...			2,400.00	2,400.00	0%
4340-0411 Mariners Landing Sewer DEQ Per...			2,400.00	2,400.00	0%
Total Mariners Landing Sewer Exp...	86.00	86.00	86,770.00	86,684.00	0%
Cedar Rock Sewer Expenses:					
4350-0140 Cedar Rock Sewer Communication	29.59	29.59	300.00	270.41	10%
4350-0150 Cedar Rock Sewer Power	420.58	420.58	5,100.00	4,679.42	8%
4350-0100 Cedar Rock Sewer Supplies			5,000.00	5,000.00	0%
4350-0105 Cedar Rock Sewer Chemicals			700.00	700.00	0%
4350-0110 Cedar Rock Sewer Contracted Ser...			8,000.00	8,000.00	0%
4350-0155 Cedar Rock Sewer Fuel Costs			600.00	600.00	0%
4350-0161 Cedar Rock Sewer Property Insur...			1,570.00	1,570.00	0%
4350-0240 Cedar Rock Sewer Sampling & Te...			2,400.00	2,400.00	0%
4350-0411 Cedar Rock Sewer DEQ Permit F...			2,400.00	2,400.00	0%

Bedford Regional Water Auth.  
Summary of Revenue & Expenditures  
For the One Month Ending Friday, July 31, 2020

	<u>Month</u>	<u>FY 20-21 YTD</u>	<u>FY 20-21 Budget</u>	<u>Remaining On Budget</u>	<u>Goal: 8.33%</u>
Total Cedar Rock Sewer Expenses	450.17	450.17	26,070.00	25,619.83	2%
Schools Sewer Expenses:					
4300-0100 Schools Operations Supplies			10,000.00	10,000.00	0%
4300-0105 Schools Chemicals			10,000.00	10,000.00	0%
4300-0110 Schools Contracted Services			15,000.00	15,000.00	0%
Total Schools Sewer Expenses			35,000.00	35,000.00	0%
Mariners Landing Expenses:					
4315-0140 Mariners Landing Water Communi...	135.95	135.95	300.00	164.05	45%
4315-0240 Mariners Landing Sampling Expen...	15.50	15.50	2,400.00	2,384.50	1%
4315-0100 Mariners Landing Water Expenses			6,868.00	6,868.00	0%
4315-0110 Mariners Landing Water Contracte...			2,000.00	2,000.00	0%
4315-0150 Mariners Landing Water Power			11,925.00	11,925.00	0%
4315-0155 Mariners Landing Water Fuel Costs			2,800.00	2,800.00	0%
4315-0161 Mariners Landing Water Insurance			1,200.00	1,200.00	0%
4315-0410 Mariners Landing Water VDH Fees			1,162.00	1,162.00	0%
Total Mariners Landing Expenses	151.45	151.45	28,655.00	28,503.55	1%
Franklin County Operations:					
4320-0100 Franklin County Supplies	932.83	932.83	7,000.00	6,067.17	13%
4320-0240 Franklin County Sampling & Testi...	677.50	677.50	20,000.00	19,322.50	3%
4320-0105 Franklin County Chemicals			9,000.00	9,000.00	0%
Total Franklin County Operations	1,610.33	1,610.33	36,000.00	34,389.67	4%
Total Operating Expenditures	497,688.38	497,688.38	10,599,340.54	10,101,652.16	5%
Depreciation:					
4400-0810 Office Depreciation			151,840.00	151,840.00	0%
4400-0811 Information Systems Depreciation			48,933.00	48,933.00	0%
4400-0812 Vehicles and Equipment Depreciat...			147,568.00	147,568.00	0%
4400-0813 Forest Water Depreciation			573,566.00	573,566.00	0%
4400-0814 Lakes Water Depreciation			263.16	263.16	0%
4400-0815 SML Central Depreciation			329,609.00	329,609.00	0%
4400-0816 Stewartsville Water Depreciation			48,895.00	48,895.00	0%
4400-0817 Forest Sewer Depreciation			511,568.00	511,568.00	0%
4400-0818 Montvale Sewer Depreciation			80,336.00	80,336.00	0%
4400-0819 Amortization Expense			1,000.00	1,000.00	0%
4400-0820 Studies Depreciation Expense			35,410.00	35,410.00	0%
4400-0821 Moneta Sewer Depreciation			444,330.00	444,330.00	0%
4400-0822 Central Sewer Depreciation			415,564.00	415,564.00	0%
4400-0823 Center Water Depreciation			438,551.00	438,551.00	0%
4400-0824 SML Water Treatment Facility Dep...			3,992.00	3,992.00	0%
Total Depreciation			3,231,425.16	3,231,425.16	0%
Lynchburg Debt Service Paid:					
4500-0640 Lynchburg Sewer Interest			262.00	262.00	0%
Total Lynchburg Debt Service Paid			262.00	262.00	0%
2012 VRA Interest:					
4500-0645 VRA 2012 Interest (2005 refunding)			139,400.00	139,400.00	0%
Total 2012 VRA Interest			139,400.00	139,400.00	0%
2014 VRA Interest:					
4500-0660 VRA 2014 Interest (2005 Refundin...			77,281.00	77,281.00	0%
Total 2014 VRA Interest			77,281.00	77,281.00	0%



Bedford Regional Water Auth.  
Summary of Revenue & Expenditures  
For the One Month Ending Friday, July 31, 2020

	<u>Month</u>	<u>FY 20-21 YTD</u>	<u>FY 20-21 Budget</u>	<u>Remaining On Budget</u>	<u>Goal: 8.33%</u>
2015 VRA Interest:					
4500-0665 VRA 2015 Interest			1,058,563.00	1,058,563.00	0%
Total 2015 VRA Interest			1,058,563.00	1,058,563.00	0%
Assumed Debt from City:					
4500-0650 Assumed Debt from Town- Interest	39,544.75	39,544.75	80,070.00	40,525.25	49%
Total Assumed Debt from City	39,544.75	39,544.75	80,070.00	40,525.25	49%
VRA 2019 Interest:					
4500-0670 VRA 2019 Refunding Interest			117,491.00	117,491.00	0%
Total VRA 2019 Interest			117,491.00	117,491.00	0%
Total Interest and Debt Service	39,544.75	39,544.75	1,473,067.00	1,433,522.25	3%
Total Exp., Depr. and Debt Servi...	537,233.13	537,233.13	15,303,832.70	14,766,599.57	4%
Total Revenues Less Oper Expense	(1,031,754.39)	(1,031,754.39)	(648,721.30)	383,033.09	159%
Gross Cash Before Capital Exp	(1,031,754.39)	(1,031,754.39)	(648,721.30)	383,033.09	159%
Less non-debt Capital Contributions	(24,000.00)	(24,000.00)	(220,000.00)	(196,000.00)	11%
Earnings/(loss) before BRWA Capit...	(1,007,754.39)	(1,007,754.39)	(428,721.30)	579,033.09	235%

## BRWA Cash Flow Analysis- SunTrust Checking Account

Description	July-20	August-20	September-20	October-20	November-20	December-20	January-21	February-21	March-21	April-21	May-21	June-21	YTD Total
<b>Starting Balance</b>	\$ 2,136,501.19												
<b>DEBITS</b>													
<b>Debits from Operations</b>													
Capital Contributions/Asset Sales and Dispos	\$ 5,118.00												\$ 5,118.00
Cash From Operations	\$ 1,339,885.55												\$ 1,339,885.55
<b>Total Cash from Operations:</b>	\$ 1,345,003.55	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,345,003.55
<b>Debits from Non-Operating Sources</b>													
County CIP Debt Service	\$ -												\$ -
Transfers from Reserve Accounts	\$ -												\$ -
Transfers from SNAP Project Fund	\$ -												\$ -
Transfers from Escrow Account	\$ -												\$ -
Transfers from Capital & Replacement Fund	\$ -												\$ -
Transfers in Deposit Refund Program Fund	\$ -												\$ -
Other transfers in	\$ -												\$ -
Transfers In Debt Service Fund	\$ -												\$ -
<b>Total Cash from Non Operating:</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Debits (Oper. and Non-Oper.)</b>	\$ 1,345,003.55	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,345,003.55
<b>CREDITS</b>													
<b>Credits for Operating Expenditures</b>	\$ 729,149.57												\$ 729,149.57
<b>Credits for Non-Operating Expenditures</b>													
Payments on Capital Projects	\$ 5,900.00												\$ 5,900.00
Payments on Debt Service	\$ -												\$ -
Transfers to Debt Service Account	\$ 200,000.00												\$ 200,000.00
Transfers to Capital Account	\$ -												\$ -
Transfers to Replacement Fund	\$ 74,617.00												\$ 74,617.00
Transfers to Deposit Refund Program	\$ -												\$ -
Transfers to Investment Account	\$ -												\$ -
Transfers to Escrow Account	\$ -												\$ -
Transfers to SML WTF Depreciation Fund	\$ -												\$ -
Payments/Transfers to Economic Development Fund	\$ -												\$ -
<b>Total Non-Operating Expenditures:</b>	\$ 280,517.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 280,517.00
<b>Total Credits (Oper. and Non-Oper.)</b>	\$ 1,009,666.57	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,009,666.57
<b>Ending Cash Balance</b>	\$ 2,471,838.17	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	

Capital Improvement Projects (CIP) Tracking																
ID	Task Name	Duration	Start	Finish	Budget	Spent	Remaining	% Done	Notes	Manager	2020		Q3	Q4	Q1	Q2
0	Total Active CIP Projects				\$3,309,000.00	\$773,596.56	\$2,535,403.44	54%								
1	FY 2018-2019 CIP															
2	Mariners Waterline Connection- Design	16 wks	Mon 7/2/18	Fri 10/19/18	\$45,000.00	\$22,700.00	\$22,300.00	100%	Design Complete. Construction is #39 below.	English						
3	Country Estates Neighborhood Line Extension	41.5 wks	Mon 12/24/18	Tue 6/30/20	\$108,000.00	\$64,286.00	\$43,714.00	9%	Easements recorded; CIP crew is beginning construction	English,Ch						
4	Office Improvements- Parking Lot Design	91 wks	Mon 7/2/18	Fri 3/27/20	\$50,000.00	\$41,108.00	\$8,892.00	70%	E&S approvals received pending permit. See #10 & #21	English						
5	Office Improvements- Parking Lot Construction and Storm water Facilities. Funding increased with #21 below.	30 wks	Mon 3/30/20	Fri 10/23/20	\$200,000.00	\$0.00	\$200,000.00	0%	VDOT comments received with entrance waiver under review.	English						
6	Lake Vista Sewer Line Extension- Preliminary Engineering Report (PER)	20 wks	Mon 12/3/18	Fri 4/19/19	\$60,000.00	\$45,700.00	\$14,300.00	100%	Final report received. Project complete.	English						
7	Office Improvements- Admin Building- Flooring and Painting	26.8 wks	Mon 1/28/19	Thu 8/1/19	\$70,000.00	\$114,259.00	(\$44,259.00)	100%	Includes cost of moving and setting up new mobile units from Forest Middle School. Also added security cameras, and office furniture..	Key						
8	Purchase Track Skid Steer Loader	8.6 wks	Wed 7/17/19	Fri 9/13/19	\$70,000.00	\$75,502.00	(\$5,502.00)	100%	Purchase complete.	Cherro						
9	FY 2019-2020 CIP		Sat 7/1/17		\$2,706,000.00	\$410,041.56	\$2,295,958.44	51%								
10	Supplies and Tools		Sat 7/1/17		\$45,000.00	\$32,118.00	\$12,882.00	93%								
11	Customer Service Gateway antennae's	2 wks	Tue 8/13/19	Mon 8/26/19	\$15,000.00	\$9,515.00	\$5,485.00	50%	Purchased, still need to install it.	Mclvor						
12	Vehicle for Water Operations	12 wks	Wed 4/1/20	Tue 6/23/20	\$30,000.00	\$22,603.00	\$7,397.00	100%	Vehicle is in use in the fleet	Cherro						
13	Site Upgrades				\$658,000.00	\$91,667.06	\$566,332.94	57%								
14	Main Office	63.8 wks	Tue 8/13/19	Fri 10/30/20	\$181,000.00	\$37,694.31	\$143,305.69	83%								
15	Engineering Assistant Manager desk	37.2 wks	Mon 9/2/19	Mon 5/18/20	\$6,000.00	\$0.00	\$6,000.00	100%	Paid for under #22 (same invoice)	English						
16	Additional funding for Parking Lot Construction (in addition to item #10 above)	16 wks	Mon 7/13/20	Fri 10/30/20	\$100,000.00	\$0.00	\$100,000.00	0%	Comments issued on site plan, waiting for revisions.	English						
17	Annex Cubicles and chairs	40 wks	Tue 8/13/19	Mon 5/18/20	\$75,000.00	\$37,694.31	\$37,305.69	100%	Installed/delivered and invoice received for payment	English						
18	Central Water Treatment Plant	2 wks	Tue 8/13/19	Mon 8/26/19	\$140,000.00	\$15,313.75	\$124,686.25	17%								
19	Central Water Control Valve replacements	12 wks	Mon 11/4/19	Fri 1/24/20	\$80,000.00	\$0.00	\$80,000.00	0%		Deitrich						
20	Design for booster station & finished line for customers served by Central WTP	23.4 wks	Mon 1/20/20	Tue 6/30/20	\$60,000.00	\$15,313.75	\$44,686.25	25%	Comments on 2nd submittal of Design Report and 30% Plans were sent to H&P on 8/7/2020. Submitted SRP Application on 8/7/2020.	Deitrich						
21	Central Wastewater Treatment Plant	2 wks	Tue 8/13/19	Mon 8/26/19	\$217,000.00	\$38,659.00	\$178,341.00	62%								
22	Patch and Seam asphalt	14 wks	Mon 3/16/20	Fri 6/19/20	\$30,000.00	\$0.00	\$30,000.00	0%	On hold due to COVID-19.	Ramsey						
23	PLC Controls- sand filter	10.6 wks	Mon 2/24/20	Wed 5/6/20	\$34,000.00	\$0.00	\$34,000.00	0%	On hold due to COVID-19.	Ramsey						
24	Central WWTP VFD's for EQ	31.8 wks	Tue 8/20/19	Fri 3/27/20	\$16,000.00	\$6,919.00	\$9,081.00	100%	Complete	Ramsey						
25	Replace roof in Control room & lab	9.8 wks	Tue 8/20/19	Fri 10/25/19	\$25,000.00	\$19,140.00	\$5,860.00	100%	Installation complete	Ramsey						
26	Heat and AC for Office in Shop	9 wks	Fri 8/30/19	Thu 10/31/19	\$6,000.00	\$7,800.00	(\$1,800.00)	100%	Installation complete	Ramsey						
27	HVAC for Control Room	9 wks	Fri 8/30/19	Thu 10/31/19	\$6,000.00	\$4,800.00	\$1,200.00	100%	Installation complete	Ramsey						
28	200 HP blower with VFH control	12 wks	Wed 4/1/20	Tue 6/23/20	\$100,000.00	\$0.00	\$100,000.00	0%	May become part of the Energy Audit	Ramsey						
29	Central Sewer Lift Stations	2 wks	Tue 8/13/19	Mon 8/26/19	\$120,000.00	\$0.00	\$120,000.00	0%								
30	Central Sewer PS 1- soft starts and control panel	12 wks	Wed 4/1/20	Tue 6/23/20	\$50,000.00	\$0.00	\$50,000.00	0%	May become part of the Energy Audit	Ramsey						
31	Central Sewer Pump Stations Upgrades- Planning	12 wks	Wed 4/1/20	Tue 6/23/20	\$70,000.00	\$0.00	\$70,000.00	0%	May become part of the Energy Audit	Ramsey						
32	Residual 2015 Bond Funding				\$2,003,000.00	\$286,256.50	\$1,716,743.50	37%								
33	Control Valves	38.8 wks	Mon 2/4/19	Thu 10/31/19	\$180,000.00	\$167,432.00	\$12,568.00	100%	Complete	Carroll						
34	Mariners Landing Waterline Connection	26 wks	Mon 9/30/19	Fri 3/27/20	\$180,000.00	\$104,855.00	\$75,145.00	65%	Waterline installed. Need to install PRV vault. Met with VDOT.	Cherro						
35	SML WTF Pump Station	42 wks	Mon 2/10/20	Fri 11/27/20	\$1,200,000.00	\$1,835.00	\$1,198,165.00	3%	CIP crew installed temp connect, Budget pricing received from CHA (\$2,315,018 w/ Conting of \$370,403); on hold due to COVID-19.	Carroll						
36	SML WTF Projects	12 wks	Tue 10/1/19	Mon 12/23/19	\$300,000.00	\$1,000.00	\$299,000.00	0%	purchased a UV254 continuous analyzer that will help us monitor disinfection byproduct precursors	Deitrich						
37	Mariners Landing WWTP upgrades	26.2 wks	Wed 4/1/20	Wed 9/30/20	\$103,000.00	\$11,134.50	\$91,865.50	10%	Trunnions and stub axles ordered.	Ramsey						
38	Mariners Landing Pump Stations 1&2 SCADA connection	17.2 wks	Wed 4/1/20	Wed 7/29/20	\$40,000.00	\$0.00	\$40,000.00	5%	Waiting on Quote from Sunapsys.	Ramsey						
Page 1 FY 2019-2020 CIP Tracking Sheet 2020-08-13.mpp																



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[www.brwa.com](http://www.brwa.com)

# RESOLUTION MEMORANDUM

**To:** BRWA Board of Directors  
**From:** Jill Underwood; Director of Finance  
**Date:** August 11, 2020  
**Re:** Resolution 2020-08.01 – Bond Covenants

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Attached is a resolution drafted by our legal counsel, as requested by the Virginia Resources Authority. The resolution relates to Mariners Landing, as we continue to clean up lingering issues related to the ownership transfer.

## AMENDMENT TO 2012 FINANCING AGREEMENT

This **AMENDMENT TO LOCAL BOND SALE AND FINANCING AGREEMENT** (this "Amendment") is dated as of July 1, 2020 (the "Closing Date"), by and between the **VIRGINIA RESOURCES AUTHORITY ("VRA")** and the **BEDFORD REGIONAL WATER AUTHORITY** (the "Local Government").

### RECITALS

A. VRA issued its \$73,625,000.00 Infrastructure and State Moral Obligation Revenue Bonds (Virginia Pooled Financing Program), Series 2012B (Non-AMT), and used a portion of the proceeds thereof to acquire from the Local Government its \$5,020,000 Taxable Water and Sewer System Revenue Refunding Bond, Series 2012 (the "Local Bond"), dated as of July 2, 2012 and issued pursuant to a Local Bond Sale and Financing Agreement dated as of August 1, 2012 between the Local Government and VRA (the "2012 Financing Agreement").

B. VRA and the Local Government desire to amend the 2012 Financing Agreement to add a contract to be listed on Exhibit J thereof.

NOW THEREFORE, VRA and the Local Government agree as follows:

### ARTICLE I

#### AMENDMENT TO FINANCING AGREEMENT; DEFINITIONS

##### 1.1 Amendment to 2012 Financing Agreement.

(a) Section 7.8 is amended to read: **Section 7.8 No Free Service.** To the extent permitted by law and except for the contract relating to the use of the System described on **Exhibit J**, the Local Government shall not permit connection with or the use of the System, or furnish any services afforded by the System, without making a charge therefor based on the Local Government's uniform schedule of rates, fees and charges.

(b) Exhibit J of the 2012 Financing Agreement is amended to reflect that certain contract (the "MLCA Contract") dated as of June 1, 2020 by and between the Local Government and Mariners Landing Community Association providing for the exchange of water service for electrical service, and related matters.

1.2 **Definitions.** Unless otherwise defined or the context otherwise requires, each capitalized term used in this Amendment shall have the meaning set forth in the 2012 Financing Agreement.

1.3 **Legal Opinion.** The Local Government has delivered to VRA the legal opinion of its Local Bond Counsel that the MCLA Contract will not cause any Related Financed Property to be subject to the Private Business Use of any Non-governmental Person.

## **ARTICLE II WAIVER OF DEFAULT**

**2.1 Waiver of Default** VRA waives any default under the 2012 Financing Agreement caused by the MCLA Contract's not being in compliance with Section 7.8 of the 2012 Financing Agreement titled "No Free Service."

## **ARTICLE III REPRESENTATIONS**

**3.1 No Default**. Other than the failure of the MCLA Contract to meet the requirements of Section 7.8 of the 2012 Financing Agreement, no event or condition has happened or existed, or is happening or existing, which constitutes, or which, with notice or lapse of time, or both, would constitute, an Event of Default under the 2012 Financing Agreement.

## **ARTICLE IV MISCELLANEOUS**

**4.1 Further Assurances**. The Local Government shall to the fullest extent permitted by law pass, make, do, execute, acknowledge and deliver such further resolutions, acts, deeds, conveyances, assignments, transfers and assurances as may be necessary or desirable for the better assuring, conveying, granting, assigning and confirming the rights, revenues and other funds pledged or assigned by the Local Bond and this Amendment, or as may be required to carry out the purposes of the Local Bond and this Amendment.

**4.2 Successors and Assigns**. This Amendment is binding upon, inures to the benefit of and is enforceable by the parties and their respective successors and assigns.

**4.3 Applicable Law**. This Amendment shall be governed by the laws of the Commonwealth of Virginia.

**4.4 Ratification of Financing Agreement**. VRA and the Local Government hereby reaffirm, ratify and confirm all terms of the 2012 Financing Agreement except as amended or modified by the terms of this Amendment.

**4.5 Severability**. If any clause, provision or section of this Amendment shall be held illegal or invalid by any court, the illegality or invalidity of such clause, provision or section shall not affect the remainder of this Amendment which shall be construed and enforced as if such illegal or invalid clause, provision or section had not been contained in this Amendment. If any amendment or obligation contained in this Amendment is held to be in violation of law, then such amendment or obligation shall be deemed to be the amendment or obligation of VRA and the Local Government, as the case may be, only to the extent permitted by law.

**4.6 Headings**. The headings of the several articles and sections of this Amendment are inserted for convenience only and do not comprise a part of this Amendment.

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

*[SIGNATURE PAGE FOLLOWS]*

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]*

**WITNESS** the following signatures, all duly authorized.

**VIRGINIA RESOURCES AUTHORITY**

By: \_\_\_\_\_  
Stephanie L. Hamlett  
Executive Director

**BEDFORD REGIONAL WATER  
AUTHORITY**

By: \_\_\_\_\_  
Robert Flynn, Chairman

[Signature Page to Amendment to 2012 Financing Agreement – Bedford Regional Water  
Authority]



## **EXHIBIT J**

### **DESCRIPTION OF SPECIAL USE ARRANGEMENTS**

Agreement dated as of June 1, 2020 (executed on or about July 18, 2020) with Mariners Landing Community Association (the “MLCA”), a Virginia non-stock, not-profit corporation, for the exchange of water for irrigation and electric service for the operation of a future water pressure reducing valve vault.

## **AMENDMENT TO 2014 FINANCING AGREEMENT**

This **AMENDMENT TO LOCAL BOND SALE AND FINANCING AGREEMENT** (this "Amendment") is dated as of July 1, 2020 (the "Closing Date"), by and between the **VIRGINIA RESOURCES AUTHORITY ("VRA")** and the **BEDFORD REGIONAL WATER AUTHORITY** (the "Local Government").

### **RECITALS**

A. VRA issued its \$134,490,000.00 Infrastructure and State Moral Obligation Revenue Bonds (Virginia Pooled Financing Program), Series 2014B (Non-AMT), and used a portion of the proceeds thereof to acquire from the Local Government its \$2,320,000 Taxable Water and Sewer System Revenue Refunding Bond, Series 2014 (the "Local Bond"), dated as of July 13, 2014 and issued pursuant to an amendment to Local Bond Sale and Financing Agreement dated as June 26, 2014 between the Local Government and VRA (the "Original Financing Agreement") and defeasing the remaining principal maturities of the Local Government's \$13,000,000 Water and Sewer System Revenue Bond dated as of May 8, 2005.

B. VRA and the Local Government desire to amend the 2014 Financing Agreement to add a contract to be listed on Exhibit J thereof.

NOW THEREFORE, VRA and the Local Government agree as follows:

### **ARTICLE I**

#### **AMENDMENT TO 2014 FINANCING AGREEMENT; DEFINITIONS**

##### **1.1 Amendment to 2014 Financing Agreement.**

(a) Exhibit J of the 2014 Financing Agreement is amended to reflect that certain contract (the "MLCA Contract") dated as of June 1, 2020, by and between the Local Government and Mariners Landing Community Association providing for the exchange of water service for electrical service, and related matters.

**1.2 Definitions.** Unless otherwise defined or the context otherwise requires, each capitalized term used in this Amendment shall have the meaning set forth in the 2014 Financing Agreement.

**1.3 Legal Opinion.** The Local Government has delivered to VRA the legal opinion of its Local Bond Counsel that the MLCA Contract will not cause any Related Financed Property to be subject to the Private Business Use of any Non-governmental Person.

### **ARTICLE II**

#### **WAIVER OF DEFAULT**

**2.1 Waiver of Default** VRA waives any default under the 2014 Financing Agreement caused by the MLCA Contract's not being in compliance with Section 7.9 of the 2014 Financing Agreement titled "No Free Service."

### **ARTICLE III REPRESENTATIONS**

**3.1     No Default.** Other than the failure of the Contract to meet the requirements of Section 7.9 of the 2014 Financing Agreement, no event or condition has happened or existed, or is happening or existing, which constitutes, or which, with notice or lapse of time, or both, would constitute, an Event of Default under the 2014 Financing Agreement.

### **ARTICLE IV MISCELLANEOUS**

**4.1     Further Assurances.** The Local Government shall to the fullest extent permitted by law pass, make, do, execute, acknowledge and deliver such further resolutions, acts, deeds, conveyances, assignments, transfers and assurances as may be necessary or desirable for the better assuring, conveying, granting, assigning and confirming the rights, revenues and other funds pledged or assigned by the Local Bond and this Amendment, or as may be required to carry out the purposes of the Local Bond and this Amendment.

**4.2     Successors and Assigns.** This Amendment is binding upon, inures to the benefit of and is enforceable by the parties and their respective successors and assigns.

**4.3     Applicable Law.** This Amendment shall be governed by the laws of the Commonwealth of Virginia.

**4.4     Ratification of 2014 Financing Agreement.** VRA and the Local Government hereby reaffirm, ratify and confirm all terms of the 2014 Financing Agreement except as amended or modified by the terms of this Amendment.

**4.5     Severability.** If any clause, provision or section of this Amendment shall be held illegal or invalid by any court, the illegality or invalidity of such clause, provision or section shall not affect the remainder of this Amendment which shall be construed and enforced as if such illegal or invalid clause, provision or section had not been contained in this Amendment. If any amendment or obligation contained in this Second Amendment is held to be in violation of law, then such amendment or obligation shall be deemed to be the amendment or obligation of VRA and the Local Government, as the case may be, only to the extent permitted by law.

**4.6     Headings.** The headings of the several articles and sections of this Amendment are inserted for convenience only and do not comprise a part of this Amendment.

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

*[SIGNATURE PAGE FOLLOWS]*

**WITNESS** the following signatures, all duly authorized.

**VIRGINIA RESOURCES AUTHORITY**

By: \_\_\_\_\_  
Stephanie L. Hamlett  
Executive Director

**BEDFORD REGIONAL WATER  
AUTHORITY**

By: \_\_\_\_\_  
Robert Flynn, Chairman

[Signature Page to Amendment to 2014 Financing Agreement – Bedford Regional Water  
Authority]

## **EXHIBIT J**

### **DESCRIPTION OF SPECIAL USE ARRANGEMENTS**

Agreement dated as of June 1, 2020 (executed on or about July 18, 2020) with Mariners Landing Community Association (the “MLCA”), a Virginia non-stock, not-profit corporation, for the exchange of water for irrigation and electric service for the operation of a future water pressure reducing valve vault.

## **AMENDMENT TO 2015 FINANCING AGREEMENT**

This **AMENDMENT TO LOCAL BOND SALE AND FINANCING AGREEMENT** (this “Amendment”) is dated as of July 1, 2020 (the “Closing Date”), by and between the **VIRGINIA RESOURCES AUTHORITY (“VRA”)** and the **BEDFORD REGIONAL WATER AUTHORITY** (the “Local Government”).

### **RECITALS**

A. VRA issued its \$31,760,000.00 Infrastructure and State Moral Obligation Revenue Bonds (Virginia Pooled Financing Program), Series 2015C (Non-AMT), and used a portion of the proceeds thereof to acquire from the Local Government its \$31,225,000.00 Taxable Water and Sewer System Revenue Refunding Bond, Series 2015 (the “Local Bond”), dated as of September 14, 2015, and issued pursuant to a Local Bond Sale and Financing Agreement dated as September 29, 2015, between the Local Government and VRA (the “2015 Financing Agreement”).

B. VRA and the Local Government desire to amend the 2015 Financing Agreement to add a contract to be listed on Exhibit H thereof.

NOW THEREFORE, VRA and the Local Government agree as follows:

### **ARTICLE I**

#### **AMENDMENT TO 2015 FINANCING AGREEMENT; DEFINITIONS**

##### **1.1 Amendment to 2015 Financing Agreement.**

(a) Exhibit H of the 2015 Financing Agreement is amended to reflect that certain contract (the “MLCA Contract”) dated as of June 1, 2020, by and between the Local Government and Mariners Landing Community Association providing for the exchange of water service for electrical service, and related matters.

**1.2 Definitions.** Unless otherwise defined or the context otherwise requires, each capitalized term used in this Amendment shall have the meaning set forth in the 2015 Financing Agreement.

**1.3 Legal Opinion.** The Local Government has delivered to VRA the legal opinion of its Local Bond Counsel that the MLCA Contract will not cause any Related Financed Property to be subject to the Private Business Use of any Non-governmental Person.

### **ARTICLE II**

#### **WAIVER OF DEFAULT**

**2.1 Waiver of Default** VRA waives any default under the 2015 Financing Agreement caused by the MLCA Contract’s not being in compliance with Section 7.9 of the 2015 Financing Agreement titled “No Free Service.”

### **ARTICLE III REPRESENTATIONS**

**3.1 No Default.** Other than the failure of the MLCA Contract to meet the requirements of Section 7.9 of the 2015 Financing Agreement, no event or condition has happened or existed, or is happening or existing, which constitutes, or which, with notice or lapse of time, or both, would constitute, an Event of Default under the 2015 Financing Agreement.

### **ARTICLE IV MISCELLANEOUS**

**4.1 Further Assurances.** The Local Government shall to the fullest extent permitted by law pass, make, do, execute, acknowledge and deliver such further resolutions, acts, deeds, conveyances, assignments, transfers and assurances as may be necessary or desirable for the better assuring, conveying, granting, assigning and confirming the rights, revenues and other funds pledged or assigned by the Local Bond and this Amendment, or as may be required to carry out the purposes of the Local Bond and this Amendment.

**4.2 Successors and Assigns.** This Amendment is binding upon, inures to the benefit of and is enforceable by the parties and their respective successors and assigns.

**4.3 Applicable Law.** This Amendment shall be governed by the laws of the Commonwealth of Virginia.

**4.4 Ratification of 2015 Financing Agreement.** VRA and the Local Government hereby reaffirm, ratify and confirm all terms of the 2015 Financing Agreement except as amended or modified by the terms of this Amendment.

**4.5 Severability.** If any clause, provision or section of this Amendment shall be held illegal or invalid by any court, the illegality or invalidity of such clause, provision or section shall not affect the remainder of this Amendment which shall be construed and enforced as if such illegal or invalid clause, provision or section had not been contained in this Amendment. If any amendment or obligation contained in this Amendment is held to be in violation of law, then such amendment or obligation shall be deemed to be the amendment or obligation of VRA and the Local Government, as the case may be, only to the extent permitted by law.

**4.6 Headings.** The headings of the several articles and sections of this Amendment are inserted for convenience only and do not comprise a part of this Amendment.

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

*[SIGNATURE PAGE FOLLOWS]*

**WITNESS** the following signatures, all duly authorized.

**VIRGINIA RESOURCES AUTHORITY**

By: \_\_\_\_\_  
Stephanie L. Hamlett  
Executive Director

**BEDFORD REGIONAL WATER  
AUTHORITY**

By: \_\_\_\_\_  
Robert Flynn, Chairman

[Signature Page to Amendment to 2015 Financing Agreement – Bedford Regional Water  
Authority]



## **EXHIBIT H**

### **DESCRIPTION OF SPECIAL USE ARRANGEMENTS**

Agreement dated as of June 1, 2020 (executed on or about July 18, 2020) with Mariners Landing Community Association (the "MLCA"), a Virginia non-stock, not-profit corporation, for the exchange of water for irrigation and electric service for the operation of a future water pressure reducing valve vault.

## **AMENDMENT TO 2019 FINANCING AGREEMENT**

This **AMENDMENT TO LOCAL BOND SALE AND FINANCING AGREEMENT** (this "Amendment") is dated as of July 1, 2020 (the "Closing Date"), by and between the **VIRGINIA RESOURCES AUTHORITY ("VRA")** and the **BEDFORD REGIONAL WATER AUTHORITY** (the "Local Government").

### **RECITALS**

A. VRA issued its \$68,675,000.00 Infrastructure and State Moral Obligation Revenue Bonds (Virginia Pooled Financing Program), Series 2019B (Non-AMT), and used a portion of the proceeds thereof to acquire from the Local Government its \$2,725,000.00 Water and Sewer System Revenue Refunding Bond, Series 2019 (the "Local Bond"), dated as of July 14, 2019, issued pursuant to an amendment to Local Bond Sale and Financing Agreement dated as November 1, 2009 between the Local Government and VRA (the "Original Financing Agreement") and defeasing the remaining principal maturities of the Local Government's \$9,425,000.00 Water and Sewer System Revenue Refunding Bond issued November 19, 2009.

B. VRA and the Local Government desire to amend the Local Bond Sale and Financing Agreement (the "2019 Financing Agreement") dated as of June 21, 2019 between VRA and the Local Government to add a contract to be listed on Exhibit H thereof.

NOW THEREFORE, VRA and the Local Government agree as follows:

### **ARTICLE I**

#### **AMENDMENT TO 2019 FINANCING AGREEMENT; DEFINITIONS**

##### **1.1 Amendment to 2019 Financing Agreement.**

(a) Exhibit H of the 2019 Financing Agreement is amended to reflect that certain contract (the "MLCA Contract") dated as of June 1, 2020 by and between the Local Government and Mariners Landing Community Association providing for the exchange of water service for electrical service, and related matters.

**1.2 Definitions.** Unless otherwise defined or the context otherwise requires, each capitalized term used in this Amendment shall have the meaning set forth in the 2019 Financing Agreement.

**1.3 Legal Opinion.** The Local Government has delivered to VRA the legal opinion of its Local Bond Counsel that the MLCA Contract will not cause any Related Financed Property to be subject to the Private Business Use of any Non-governmental Person.

## **ARTICLE II WAIVER OF DEFAULT**

**2.1 Waiver of Default** VRA waives any default under the 2019 Financing Agreement caused by the MLCA Contract's not being in compliance with Section 7.9 of the 2019 Financing Agreement titled "No Free Service."

## **ARTICLE III REPRESENTATIONS**

**3.1 No Default**. Other than the failure of the MLCA Contract to meet the requirements of Section 7.9 of the 2019 Financing Agreement, no event or condition has happened or existed, or is happening or existing, which constitutes, or which, with notice or lapse of time, or both, would constitute, an Event of Default under the 2019 Financing Agreement.

## **ARTICLE IV MISCELLANEOUS**

**4.1 Further Assurances**. The Local Government shall to the fullest extent permitted by law pass, make, do, execute, acknowledge and deliver such further resolutions, acts, deeds, conveyances, assignments, transfers and assurances as may be necessary or desirable for the better assuring, conveying, granting, assigning and confirming the rights, revenues and other funds pledged or assigned by the Local Bond and this Amendment, or as may be required to carry out the purposes of the Local Bond and this Amendment.

**4.2 Successors and Assigns**. This Amendment is binding upon, inures to the benefit of and is enforceable by the parties and their respective successors and assigns.

**4.3 Applicable Law**. This Amendment shall be governed by the laws of the Commonwealth of Virginia.

**4.4 Ratification of 2019 Financing Agreement**. VRA and the Local Government hereby reaffirm, ratify and confirm all terms of the 2019 Financing Agreement except as amended or modified by the terms of this Amendment.

**4.5 Severability**. If any clause, provision or section of this Amendment shall be held illegal or invalid by any court, the illegality or invalidity of such clause, provision or section shall not affect the remainder of this Amendment which shall be construed and enforced as if such illegal or invalid clause, provision or section had not been contained in this Amendment. If any amendment or obligation contained in this Amendment is held to be in violation of law, then such amendment or obligation shall be deemed to be the amendment or obligation of VRA and the Local Government, as the case may be, only to the extent permitted by law.

**4.6 Headings**. The headings of the several articles and sections of this Amendment are inserted for convenience only and do not comprise a part of this Amendment.

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

*[SIGNATURE PAGE FOLLOWS]*

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]*

**WITNESS** the following signatures, all duly authorized.

**VIRGINIA RESOURCES AUTHORITY**

By: \_\_\_\_\_  
Stephanie L. Hamlett  
Executive Director

**BEDFORD REGIONAL WATER  
AUTHORITY**

By: \_\_\_\_\_  
Robert Flynn, Chairman

[Signature Page to Amendment to 2019 Financing Agreement – Bedford Regional Water  
Authority]

## **EXHIBIT H**

### **DESCRIPTION OF SPECIAL USE ARRANGEMENTS**

Agreement dated as of June 1, 2020 (executed on or about July 18, 2020) with Mariners Landing Community Association (the “MLCA”), a Virginia non-stock, not-profit corporation, for the exchange of water for irrigation and electric service for the operation of a future water pressure reducing valve vault.



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**RESOLUTION**  
2020-08.01  
**Bond Covenants**

At a regular meeting of the Bedford Regional Water Authority ("Authority") Board of Directors, held in the Board Meeting Room at the Authority's Administrative Annex Building on the 18th of August 2020, beginning at 7:00 p.m.

**WHEREAS**, the Bedford Regional Water Authority (the "Authority"), a public body politic and corporate, formed and existing in accordance with the provisions of Virginia Water and Waste Authorities Act, Chapter 51 of Title 15.2 of the Code of Virginia, 1950 (the "Act"), has been asked by Virginia Resources Authority ("VRA") for a legal opinion from the Authority's bond counsel relative to the Authority's bond covenants as to "No Free Service" and "No Private Use" in a proposed agreement (the "MLCA Contract") with Mariners Landing Community Association ("MCLA") for exchange of water for irrigation in return for electric service for a future water pressure reducing valve vault; and,

**WHEREAS**, under current law, use of the proceeds of the sale of the Authority's four outstanding Local Bonds (the "Local Bonds") to VRA (and the facilities financed or refinanced therewith (the "Related Financed Property")) (1) will likely result in a breach of the "No Free Service" covenants in the respective Local Bond Sale and Financing Agreements between the Authority and VRA (the "Financing Agreements") and (2) will not result in the Local Bonds' being considered "private activity bonds" within the meaning of Section 141 of the Internal Revenue Code, 1986, as amended (the "Code"); and,

**WHEREAS**, the Authority proposes to enter into the MLCA Contract, a copy of which has been presented to this meeting, for the exchange of certain water and electrical services; and,

**WHEREAS**, Glenn Feldmann has analyzed the issues under federal and state law and has determined and is prepared to render its opinion that (1) while the MCLA Contract would violate the "No Free Service" covenant in the Financing Agreements, the relatively minor default under the Financing Agreements could be waived by VRA and (2) the arrangement would not result in private use of the Authority's Related Financed Property in violation of the "No Private Use" requirement in the related Non-arbitrage Certificates and Tax Compliance Agreements; now,

**THEREFORE, BE IT RESOLVED** by the Board of Directors of the Bedford Regional Water Authority that the form of the MCLA Contract is hereby approved, and the Executive Director is hereby authorized and directed to execute and deliver the same in substantially the form presented to this meeting, with such revisions as he shall deem beneficial to the Authority, and to take such further action as may be necessary or convenient to carry out the sense and purpose of this resolution; and,

**BE IT FURTHER RESOLVED** that the four Amendments to Financing Agreements presented to this meeting be executed and delivered by the Authority to the VRA in order to register the MLCA Contract as a special use contract on the appropriate exhibit of the respective Financing Agreements; and,



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**BE IT FURTHER RESOLVED** that Glenn Feldmann Darby & Goodlatte, bond counsel to the Authority is requested to deliver the required legal opinions to permit the Authority to enter into and perform the MLCA Contract without violating either the “No Free Service” or the “No Private Use” covenants relating to the Authority’s Local Bonds; and,

**BE IT FURTHER RESOLVED** that the four Amendments to Financing Agreements presented to this meeting be executed and delivered by the Authority to the VRA in order to register the MLCA Contract as a special use contract on the appropriate exhibit of the respective Financing Agreements; and,

**BE IT FURTHER RESOLVED** that the appropriate officers are hereby authorized and directed to execute, deliver and file all documents, certificates and instruments and to take all such further action as may be necessary or desirable in connection with and that are in conformity with the purposes and intent of this resolution.

This resolution shall take effect immediately.

Member \_\_\_\_\_ made a motion to approve this resolution.

Member \_\_\_\_\_ seconded the motion.

Board Member Votes: \_\_\_\_Aye, \_\_\_\_Nay, \_\_\_\_Abstain

#### **CERTIFICATION**

The undersigned secretary of the Bedford Regional Water Authority does hereby certify that the foregoing is a true, complete, and correct Resolution adopted by a vote of a majority of the Directors of the Bedford Regional Water Authority, present at a regular meeting of the Board of Directors of the Bedford Regional Water Authority duly called and held August 18, 2020 at which a quorum was present and acting throughout, and that the same has not been amended or rescinded and is in full force and effect as of the date of the above mentioned meeting.

(SEAL)

\_\_\_\_\_  
Brian M. Key, Secretary,  
Bedford Regional Water Authority

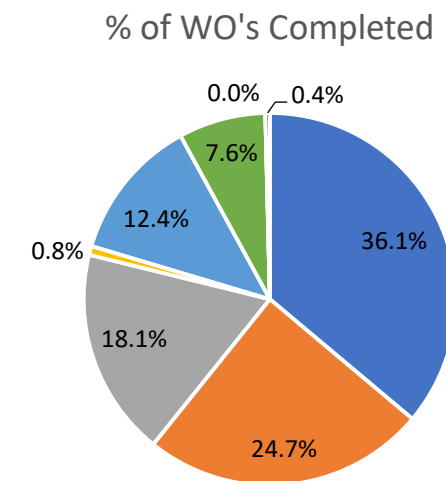
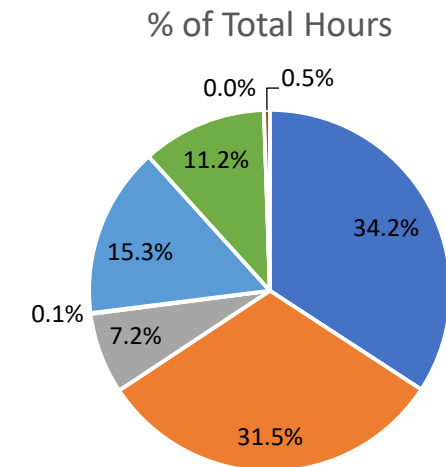


# OPERATIONS REPORT



**July 2020 Work Orders**  
(excluding Meter Replacement Program)

Service Area	Hours	% of Total Hours	Completed Work Orders	% of WO's Completed
Central Sewer Collection	258.0	11.9%	41	8.0%
Central Sewer Treatment	185.9	8.6%	100	19.4%
Central Water Distribution	221.8	10.3%	20	3.9%
Central Water Treatment	73.9	3.4%	25	4.9%
<b>Central Total:</b>	<b>739.6</b>	<b>34.2%</b>	<b>186.0</b>	<b>36.1%</b>
Forest Sewer	347.2	16.1%	41	8.0%
Forest Water	333.8	15.4%	86	16.7%
<b>Forest Total:</b>	<b>681.0</b>	<b>31.5%</b>	<b>127.0</b>	<b>24.7%</b>
Moneta Sewer Collection	22.8	1.1%	6	1.2%
Moneta Sewer Treatment	134.0	6.2%	87	16.9%
<b>Moneta Sewer Total:</b>	<b>156.8</b>	<b>7.2%</b>	<b>93.0</b>	<b>18.1%</b>
Montvale Sewer Collection	0.0	0.0%	1	0.2%
Montvale Sewer Treatment	1.8	0.1%	3	0.6%
<b>Montvale Sewer Total:</b>	<b>1.8</b>	<b>0.1%</b>	<b>4.0</b>	<b>0.8%</b>
Office - Admin Building	5.0	0.2%	6	1.2%
Office - Annex Building	0.0	0.0%	19	3.7%
Other	325.5	15.1%	39	7.6%
<b>Offices/Other Total:</b>	<b>330.5</b>	<b>15.3%</b>	<b>64.0</b>	<b>12.4%</b>
SML Central Distribution	145.5	6.7%	13	2.5%
SML Treatment (SMLWTF)	96.2	4.4%	26	5.0%
<b>SML Total:</b>	<b>241.6</b>	<b>11.2%</b>	<b>39.0</b>	<b>7.6%</b>
<b>Stewartsville Water Total:</b>	<b>0.0</b>	<b>0.0%</b>	<b>0</b>	<b>0.0%</b>
<b>BRWA Well Systems Total:</b>	<b>11.3</b>	<b>0.5%</b>	<b>2</b>	<b>0.4%</b>
<b>Grand Totals:</b>	<b>2162.5</b>	<b>100.0%</b>	<b>515</b>	<b>100.0%</b>

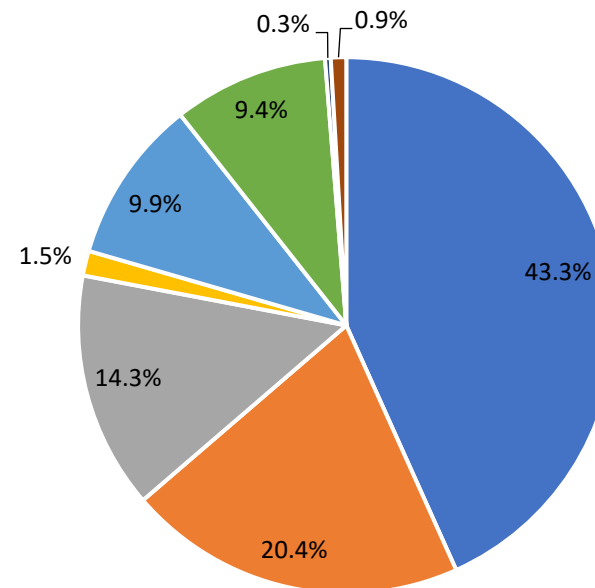




# Work Order Summary All Departments Running Totals Tracking Sheet

Service Area	August '19	September '19	October '19	November '19	December '19	January '20	February '20	March '20	April '20	May '20	June '20	July '20	Running Total	Running Total %
Central	134	144	144	151	253	168	193	211	192	167	204	186	2147	43.3%
Forest	87	66	81	65	83	70	80	93	85	77	99	127	1013	20.4%
Moneta	2	4	39	30	71	76	105	80	65	61	83	93	709	14.3%
Montvale	2	1	2	4	4	9	14	8	9	11	6	4	74	1.5%
Offices/Other	33	18	19	11	35	39	57	68	48	52	47	64	491	9.9%
SML	35	34	42	29	33	49	52	43	34	38	36	39	464	9.4%
Stewartsville	2	2	1	1	1	1	2	3	3	1	0	0	17	0.3%
BRWA Well Systems	9	1	3	1	7	4	4	5	7	1	2	2	46	0.9%
<b>Monthly Totals:</b>	304	270	331	292	487	416	507	511	443	408	477	515	4961	100.0%

**% of Work Orders Completed - Running Total**



# ADMINISTRATION REPORT

***Award Winning Newspaper***

*"The Lake Newspaper" since 1985*

# SMITH MOUNTAIN EAGLE



SMITH MOUNTAIN LAKE, VIRGINIA ■ WEDNESDAY, JULY 22, 2020

   SMITHMOUNTAINEAGLE.COM

\$2.00

# Fourth bacterial test better than VDH's standard

The fourth bacterial testing around Smith Mountain Lake for the summer was conducted July 14.

The results from samples taken that day showed that all locations were better than the Virginia Department of Health (VDH) standard for recreational waters, according to Michael McCord, Smith Mountain Lake Association director, Water Quality Monitoring.

This was the second consecutive bacterial test that showed no location higher than the VDH standard. All locations tested were better than the VDH standard.

During periods of heavy rainfall, there is considerable runoff into the lake from the watershed area, which contains both livestock and farming. Materials from these environments tend to include bacteria and/or promote growth of bacteria and/or algae.

The next bacterial sampling will take place Tuesday, July 28. McCord said that as soon as the results

from those samples are known, they also will be communicated.

"It is our obligation to advise you of any issues of which we become aware as soon as we know about them," McCord stated. "Enjoy the lake and your summer."

While SMLA states that it is OK to enjoy the lake swimming, skiing, boating, etc., in the vast majority of the lake as the water quality is good, the association relayed advice from VDH.

"VDH asks that we remind you of the following: Do not swim just after heavy rainfalls, nor around ducks, geese and other birds, farm animals or wildlife," McCord stated. "Avoid getting water in your mouth or up your nose. Do not swim with open wounds or sores. Everyone should always take a shower after being in the water."

The VDH message is no body of water in Virginia

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# Test

## Continued from Page 2

or elsewhere can ever be deemed “safe” in regard to pathogens that may cause disease. They do not recommend drinking any untreated water from rivers or lakes, McCord relayed.

Additionally, some have expressed concern about water being withdrawn from SML for public drinking water supply. It is drinkable since it is treated by the “Smith Mountain Lake Water Treatment Facility,” under strict standards for public consumption, McCord stated.

The Smith Mountain Lake Water Treatment Facility is jointly owned by the Bedford Regional Water Authority and the Western Virginia Water Authority.

*Award Winning Newspaper*

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# SMITH MOUNTAIN EAGLE



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# BRWA seeks CARES funds

**WILLIAM SEIDEL**

Smith Mountain Eagle

The Bedford Regional Water Authority (BRWA) has been working with Bedford County, which has received some CARES Act funding, in an effort to recover some of the expenses that BWRA has had as a result of the COVID-19 pandemic, according to BRWA Director of Finance for BRWA Jill Underwood.

The discussion is with the Bedford County Board of Supervisors' Finance Committee.

At BRWA's monthly meeting Tuesday, July 21, Underwood gave a financial report update.

She said there was a 13 percent increase in cash payments from May to June. Underwood also said that water revenue has increased slightly by about 2 percent, but the sewer revenue has decreased by

about 3 percent from May to June.

Because of the COVID-19 pandemic, Underwood mentioned that some residents haven't been able to pay their bills and gave some current numbers on the matter. Currently, there are 516 customers who are past due, which totals to more than \$113,000, as well as 36 businesses, which totals to around \$12,400.

Underwood said they did an analysis to see how many of the customers and businesses have been paying their bills on time and have a good record as of March 1 prior to the COVID-19 pandemic. The numbers of customers in good standings showed to be a large number.

"As of March 1, we had 388 customers who were in good standings and 21 businesses for a total of \$92,700," Underwood said.

# ENGINEERING REPORT

## Current Projects

## Bedford Regional Water Authority

<b>Job #</b>	2012001	<b>Job Type:</b>	Water & Sewer	<b>Location</b>	Central County/Bedford City	<b>Last updated on:</b>	9/24/2018
<b>Job Name</b>	Harmony in Bedford Site 1						<b>Department Contact:</b> S Foster
<b>Description</b>	49.47 AC in County & 9.61 AC in City. Concept for proposed subdivision for 58 single family lots, 181 TH's & 5 commercial lots (EXCLUDING the US Army Corps of Eng Site).						
<b>Status</b>	TRC 1/12/12. Design Plan 01 & \$350 Review Fee rec'd 8/30/12. Courtesy comments issued 10/12/12. 2nd submittal rec'd 12/11/12 - not to PSA stds. Courtesy comments 02 issued 12/12/12. SWF/RBE met w/ Norm Walton 12/13/12. As-built 01 rec'd 11/13/13. 7/5/17 - Steve called George Aznavorian for 'annual' check on status. George was of the opinion all is done and he is willing to sign BOSQC & to contact Tom Hall with questions; stated that Tom Hall or P&O could provide as-builts if still outstanding. George also disclosed plans for a hotel coming in Fall 2017 (60-65 units). 7/17/17 - Shannell & Steve walked Phase 1 & went through project files to determine outstanding items & will compile comprehensive list w/in next three weeks as requested by RBE. "Annual" letter to be sent to Developer with comprehensive list of outstanding items in early August 2017. As-Built 02 rec'd 11/9/17. Esmnt Exhibit 01 Comments issued 12/6/17. As-Built 03 rec'd 1/17/18. 9/24/18 reached out to developer via email with outstanding project close out items.						
<b>Job #</b>	2013086.2	<b>Job Type:</b>	Other	<b>Location</b>	Central - Bedford	<b>Last updated on:</b>	7/10/2020
<b>Job Name</b>	Route 43 - Stoney Creek Bridge VDOT Improvement						<b>Department Contact:</b> S Dade
<b>Description</b>	VDOT improvements to bridge over Stoney Creek. VDOT project 0043-009-738. VDOT Structure 1010. Near Pump Station 6 and Big Otter River Intake. Affects wells for Central system. See 2013086.1 for Big Otter crossing at Pump Station 6						
<b>Status</b>	Plans received 3/10/17. Relocation of sewer lines as part of the project. Easement documents executed and returned 7/31/17. Plan revision 2 returned for comments on 8/29/17. Final Easement drawing rec'd 10/2/17. Final plans received for review 1/3/18. Executed Agmts mailed to VDOT 2/26/18. Project advertised Spring 2018. Sewer line relocation began 10/18/2018. Construction halted due to stream crossing permit requirements (fish study results). Construction planned to resume June 2019. Construction and testing complete. Working to gather close-out documents						
<b>Job #</b>	2015058	<b>Job Type:</b>	Water & Sewer	<b>Location</b>	Forest	<b>Last updated on:</b>	7/24/2020
<b>Job Name</b>	Corporate Park Drive Extension - Design						<b>Department Contact:</b> S Dade
<b>Description</b>	Proposed extension of Corporate Park Drive to connect to Route 221 (Forest Rd) at Elkton Farm Road intersection. Reference Forest Square Offsite Sewer 2003122, and Forest Square Sewerage Facilities plans dated 1-1994						
<b>Status</b>	Rhonda met with County and H&P on 7/8/15 to discuss impacts to existing sewer lines affected by the proposed roadway and grading. Dsgn 01 rec'd 11/15/16. Meeting held 11/20/17 to discuss comments and rerouting of sewer for maintenance ability under proposed VDOT roadway. Dsgn 02 rec'd 4/5/18. Comments emailed to engineer 4/20/18. Dsgn 03 rec'd 8/28/2018. Comments emailed to Engineer 9/18/2018. Dsgn 04 rec'd 10/15/2018. Plans ready for approval and Developers Agreement sent to Bedford County 10/31/2018. Dsgn 05 rec'd 11/27/18. Shop Drawings 01 rec'd 2/13/19. Shop Drawings 02 rec'd 3/28/19. Developers Agreement Executed 4/24/19. Met with County, VDOT & H&P 5/24/19 to discuss rock issues and sewer redesign; redesign rec'd 5/24 and comments issued 6/3. Redesign approved 7/2/19 pending easement and limited access acknowledgement if casing not used at driveway entrance. Esmts recorded 8/22/19. Construction complete. Completed testing of the 12" sanitary sewermain from manhole "E", "I", "J", and "H". Manhole J03 removed 10/15/2019 and existing sanitary sewer is now connected to new sanitary sewer alignment. Testing complete; puchlist mailed 2/10/20. Punchlist mailed 7/24/20.						
<b>Job #</b>	2016062	<b>Job Type:</b>	Water	<b>Location</b>	Forest	<b>Last updated on:</b>	4/23/2020
<b>Job Name</b>	Kitsmont Subdivision - Design						<b>Department Contact:</b> S Dade
<b>Description</b>	New construction of approximately 4,100 LF of WL and appurtenances for 52 lots.						
<b>Status</b>	TRC 8/11/16; rec'd 8/4/16. TRC 5/11/17; rec'd 5/5/17. FF Test Fee rec'd 5/15/17. Design 01 rec'd 6/21/17. Base Review Fee rec'd 6/22/17. Design 01 comments & Dev Pkg issued 7/5/17. Dsgn 02 rec'd 10/2/17. Dev Agmt & Review Fees rec'd 11/29/17. Dsgn 02 comments issued 11/30/17. Dsgn 03 rec'd 3/2/18. Re-Review Fee rec'd 3/23/18. Review 03 comments issued 3/27/18. Dsgn 04 rec'd 6/12/18; Re-Review Fee rec'd 6/19/18. Comments issued 7/23/18. Dsgn 05 rec'd 3/4/19. Awaiting \$200.00 Re-review fee 3/4/19. Dsgn 05 formally withdrawn, next submittal will be treated as Dsgn 05. Re-Review fee for submittal 5 received 3/15/19. Revised Design submittal 05 rec'd 3/18/15. Design 05 & Calc 03 submittal review comments issued 5/10/19. Design & Calc submittal 06 rec'd 10/3/19. \$200.00 Re-review fee rec'd 10/4/19. Comments issued 10/16/19. Met w/ Surveyor & Engineer to go over comments 10/21/19. Re-review fee rec'd 1/29/20. Dsgn 07 rec'd 1/30/20. Dsgn 07 approvable as of 2/26/20; email sent 2/27/20. Construction Cost Estimate rec'd 2/25/20; Calc 06 comments issued 3/2/20; Surety Rqmnt sent 3/2/20. Calc 07 approved 3/5/20. Surety LOC# 353 rec'd 3/18/20. Inspection fee rec'd 3/30/20. Shop Dwgs appv'd 3/24/20; Plans Approved and C2C issued to Inspector 3/30/20. C2C issued 3/31/2020. VDH Water Cert completed 4/23/20 (See 2020-003)						
<b>Job #</b>	2017058	<b>Job Type:</b>	Fire Flow Meter	<b>Location</b>	Forest	<b>Last updated on:</b>	5/11/2020
<b>Job Name</b>	Forest Enterprises LLC - Site Plan						<b>Department Contact:</b> S Dade
<b>Description</b>	Develop a 30,000 SF commercial warehouse building with parking.						
<b>Status</b>	TRC 7/27/17. Site Plan 01 rec'd 2/8/18. Comments issued 3/2/18. Site Plan 02 rec'd 4/4/18. Comments & Dev Pkg issued 5/3/18. Re-Review & FF Test Fees rec'd 5/14/18. Site Plan 03 rec'd 7/10/18. Review complete - no further comments. Need 3 additional copies for C2C purposes. Approval pending receipt of Agmt & Fees. 3 additional copies rec'd 7/22/19. Signed Agmt & Fees rec'd 7/29/19. Comments released 7/30/19 & status e-mail issued 7/30/19. Contractor to be CL Garbee, Cost Estimate rec'd, Surety Amount required sent to Developer 8/30/19. Surety rec'd 9/23/19 - LOC# 19-192. C2C issued 10/31/19. Developers Agrmt executed 10/31/19. Notice to proceed not issued to contractor due to grading. Fire flow meter vault installed. Sewer connection to be installed at a later date.						

<b>Job #</b>	2017060	<b>Job Type:</b>	Sewer	<b>Location</b>	Forest	<b>Last updated on:</b>	
<b>Job Name</b>	Burnbridge Sewer Extension - Design						6/22/2020
<b>Description</b>	Discussions of sewer extension along Burnbridge Road to serve commercial lots and allow for development of the area and expansion of existing development.					<b>Department Contact:</b>	C Ward
<b>Status</b>	Meetings held with County, Doyle Allen and Tom Scott to discuss gaining interest and financial support from property owners, and the EDA. Desire to have prepayment credit to offer property owners for their contribution. Public meeting held by County on 8/29/17 to discuss with adjoining property owners. Most interested in contributing if gravity available. Met with Doyle & Tom 10/18/17 to discuss alignment & funding assistance options; Tom & Doyle preparing requests for Board review. Sent info on 3/27/18, 5/22/18, & 7/2/18 regarding next steps & what to include in prepayment & funding assistance request. Rec'd draft request on 9/24/18 and returned comments; Board reviewed draft request at October 2018 meeting and remanded to committee to review once final request is received. Final request rec'd 11/27/18, to P&P Committee on 12/13/18. Board approved prepayment 1/2019; D. Allen informed on 1/24/19. Meetings held 4/12, 4/24, and 5/1 to discuss administering of project; T. Scott to manage with EDA collecting funds through Escrow Agreements and reimbursing costs through the project. Dsgn Plan 01 rec'd 5/7/19. Comments emailed 5/23/2019. Dsgn Plan 02 rec'd 5/31/19. Comments emailed 6/13/2019. Developers Agrmt rec'd 6/17/19. Dsgn 03 & Calcs rec'd 7/24/19. Comments emailed 8/6/19. Dsgn 04 & Calcs rec'd 9/12/2019. Comments emailed 9/18/2019. Public meeting held 11/6 to discuss status & funding; escrow payments & easements due 12/6. EDA received \$91k from property owners. Prepayment approval expired 1/15/20; resolution passed by Board in Jan for re-approval. H&P working with Aldridge consultant on alignment through property; prepayment agreements will be issued upon easement being received from Aldridge. County, EDA, and H&P giving Aldridge 3 months to provide easement to T Scott property in desired location. Aldridge refused easements; 4/3/2020 H&P reviewing alternate pressure sewer alignment along roadways.6/22/2020						
<b>Job #</b>	2017075	<b>Job Type:</b>	Water	<b>Location</b>	Forest	<b>Last updated on:</b>	
<b>Job Name</b>	Country Estates 2017 NLE						7/10/2020
<b>Description</b>	Request to extend water along Country Estates Drive.					<b>Department Contact:</b>	C Ward
<b>Status</b>	David Oneil of 1350 Country Estates Dr requested an NLE Package on 9/7/17 for his property along with 5 other houses. NLE package mailed 9/8/17. Petition received in 1/2018 from all property owners. Project was reviewed with Policies & Projects Committee in 2/2018. Proposed rates and CIP funds for project to be reviewed by Board in April/May 2018. Separate rates not established - 5/3/18. CIP funding approved for 2018-19; will work with legal counsel to prepare property owner agreements necessary for project commitment & liens. EMLed Sam for AOI revisions 8/17/18; revisions rec'd 8/31/18. Verified portion for additional property owner funding to be the remaining amount after consideration of Capital Recovery Fees; rough monthly cost given to S. Hodge on 11/30/18 of \$30/month for 11 property owners. EMLed additional AOI revisions to Sam on 2/1/19; last revisions sent to Sam on 3/18/19. Draft documents reviewed by S. Hodge; to be updated and sent to property owners to execute. AOI & Lien documents mailed 9/4/19. Rec'd 9 agreements (90%) & 7 payments (70%) as of 11/6/19 with only 10 participating lots; Rec'd 10 agreements (100%) & 7 payments (70%) as of 11/19/19 with only 10 participating lots. Project Go letters mailed 12/3/19 to property owners. H&P completed survey. Internal walk-through scheduled 2/12/20 in preparation of design. Rec'd Hodge signed esmt on 4/1/20. Review Package sent to WVWA for Local Program Review on 4/6/2020. Comments are due 4/17/2020. WVWA approved plan on 4/20. Plans were sent to the CIP to order materials on 4/21. Still waiting on County/VDOT approval. Esmts #200004979, #200004975, #200004976 & 200004977 recorded 5/18/20. Esmts #200005538, #200005537, #200005533, #200005534 & #20005536 recorded 6/1/20. Esmt #200006067 recorded 6/11/20. Letters to sign up for service emailed & mailed 6/17/20. Wet tap installed 6/30/2020						
<b>Job #</b>	2018023.1	<b>Job Type:</b>	Water	<b>Location</b>	Lakes / Huddleston	<b>Last updated on:</b>	
<b>Job Name</b>	Mariners Landing System Transfer - Waterline Extension						7/10/2020
<b>Description</b>	Waterline extension along SML Parkway to connect Mariners Landing water system to public system.					<b>Department Contact:</b>	S Dade
<b>Status</b>	Proposal approved 8/9/18 for survey and design of waterline extension. Preliminary alignment reviewed 10/10/18 with H&P. Plans rec'd 2/13/19, comments returned 6/19. Will not require County SRP submission. Plans rec'd 8/13/2019. Plans emailed to VDOT & Natrual Resources 8/20/19. Natrual Resources LDP Application form & approval rec'd 8/28/19 Comments emailed 8/29/19. Comments received from VDOT. Dsgn 03 rec'd 10/28/19. 12" Waterline installation and pressure testing complete on SML Parkway. Bac-t samples and PRV vault to be installed at a later date.						
<b>Job #</b>	2018034	<b>Job Type:</b>	Other	<b>Location</b>	Forest / Goode	<b>Last updated on:</b>	
<b>Job Name</b>	VDOT Everett Rd Bridge Replacement						3/19/2018
<b>Description</b>	Replacement of railroad bridge past Canary Street, involving grading work over existing waterline (from JN 2001-151). Additional fill over parts of waterline as well as a ditchline cut over a portion. 12" waterline & a service line present in work area.					<b>Department Contact:</b>	
<b>Status</b>	VDOT emailed preliminary drawings identifying potential grading concerns. BRWA to verify depth of waterline in areas of concern.						
<b>Job #</b>	2018055	<b>Job Type:</b>	Preliminary Plan	<b>Location</b>	Forest	<b>Last updated on:</b>	
<b>Job Name</b>	Cambridge Manor Estates - Preliminary Plan						7/6/2020
<b>Description</b>	Preliminary layout for Country Club Meadows subdivision. 156 single family lots on public water & private septic. Roads Connecting to Everett Road and 221. Currently planned for 2 phases. Previously known as "Country Club Meadows - Prelim Plan".					<b>Department Contact:</b>	S Foster
<b>Status</b>	Preliminary Plan 01 rec'd 5/9/18. TRC 5/22/18. Preliminary Plan 02 rec'd 12/07/18. Comments issued 1/16/19. Preliminary Plan 03 rec'd 2/19/20. Comments sent to Planning 3/4/20. Preliminary Plan 04 rec'd 6/29/20. Items noted are outside BRWA purview - therefore no BRWA comments on 4th submittal & BRWA ok for approval.						

<b>Job #</b>	2018062.2	<b>Job Type:</b>	Internal	<b>Location</b>	Bedford Central	<b>Last updated on:</b>	
<b>Job Name</b>	BRWA Administration Parking Lot - North						8/7/2020
<b>Description</b>	Addition of a parking lot at the north side of the BRWA administration facilities.					<b>Department Contact:</b>	R English
<b>Status</b>	Concept drawing received from W W 7/19/2019; awaiting approval of additional land from County. Design proposal received 7/24/19, revised 8/16, executed 8/26. Survey completed week of 8/26/19. Design concept rec'd 11/14/19, comments sent 12/3. County approved transfer of land, including a revised 150' strip where 115' previously added to lease. Additional revisions sent to W W 1/10 in reference to additional land and parking. Area graded for mobile unit was surveyed by W W on 2/20 to incorporate into final design. Plans submitted to County late April for review. Contract executed for additional costs due to changes requested. Received E&S approvals and comments from County on 1st plan submittal; VDOT comments rec'd 7/9/20 indicating waiver request for new entrance would require review by regional office and possibly another 3 month's review time. Revised plans were submitted for VDOT review on 8/4/20. Nutrient purchase agreement and invoice were received 8/3.						
<b>Job #</b>	2018086	<b>Job Type:</b>	Sewer	<b>Location</b>	Forest	<b>Last updated on:</b>	
<b>Job Name</b>	Sewer Force Main for TM# 118-A-6A - Design						7/30/2020
<b>Description</b>	Sanitary Force Main Plan and Profile for TM# 118-A-6A.					<b>Department Contact:</b>	S Foster
	Waterline Relocation added to project in 8th submittal (See 2018-086.1 for Waterline C2C/COC purposes)						
<b>Status</b>	Dsgn01 rec'd 7/19/18 - Withdrawn 7/20/18 per Engineer. Treat next submittal as Dsgn01. Dsgn01 rec'd 8/13/18. Base Review Fee rec'd 8/16/18. Comments issued 8/27/18. Current design does not meet BRWA criteria for being public. Dsgn02 rec'd 10/30/18. 11/8/18 SWF Met w/ Norm and Tommy to discuss submittal. No formal review comments being issued for submittal 02. P&O will revise and resubmit per meeting discussion. Dsgn03 rec'd 11/15/18 with hard copies of calculations. When plans were opened on 11/29/18 they were exactly the same as previous submittal. Dsgn 03 was voided and an e-mail sent to Engineer requesting revised submittal. Dsgn 04 rec'd 11/29/18. Dsgn 04 comments issued 12/5/18; Calc 02 comments issued 12/6/18. Dev Pkg issued 12/6/18. Met w/ Engineer & Developer 12/6/18. BRWA soliciting necessary Easements. Dsgn 05 rec'd 5/6/19. Comments emailed to engineer 5/28/2019. Dsgn 06 & Re-review fee rec'd 6/5/19. Slip sheets rec'd 6/10/19. Dsgn 06 Comments issued 6/13/19. Signed Developers Agrmt & Review & Inspection fees rec'd 7/3/19. Dsgn 07 & Re-Review Fee rec'd 8/19/19. Plans approvable. VDOT LUP App submitted to VDOT. Finalizing calcs w/ P&O and Liberty. Cost Est received from P&O 11/20/19 in review. Cost Est comments issued 12/9/19. FM Calcs approved 12/9/19. Unforeseen site conditions require a section of existing 12' waterline to be relocated. Plans forthcoming. Dsgn 08 rec'd 3/10/20; Comments issued 4/7/20. Additional Dev Fee rqmnts being sent to Developer for additon of Waterline Relocation to project Scope (See 2018-086.1) Dsgn 09 rec'd 4/14/20. Dsgn 09 approvable. Lis of outstanding items for C2C included in formal Dsgn 09 comments e-mailed to Engineer & Developer 4/21/20. Additional req'd review & inspection fees for waterline relocation rec'd 5/8/20 (reference 2018-086.1), Surety reviewed & revised surety forthcoming. Bond #22BSBII2206 rec'd 5/15/20. 7/30/20 - Called Tommy & responded to e-mail of 7/29 requesting guidance for what is needed to move forward. Per Developer - Falwell Corp to construct water & Vision Directional Drilling proposed to construct FM (will need a qualification statement).						
<b>Job #</b>	2018086.1	<b>Job Type:</b>	Water	<b>Location</b>	Forest	<b>Last updated on:</b>	
<b>Job Name</b>	221 Car Wash Waterline Relocation - Design						8/7/2020
<b>Description</b>	For C2C & COC purposes only. Reference 2018-086.					<b>Department Contact:</b>	S Foster
<b>Status</b>	2018-086 Design 08 received 3/9/20 added Waterline Relocation to scope of project. Additional Dev Fee rqmnts being sent 4/7/20 to Developer for additon of Waterline Relocation to project scope. Additional req'd review & inspection fees for waterline relocation rec'd 5/8/20 (reference 2018-086), Surety reviewed & revised surety forthcoming. Bond #22BSBII2206 rec'd 5/15/20. Per Developer 7/30/20 - Falwell Corp to construct water.						
<b>Job #</b>	2018092	<b>Job Type:</b>	Internal	<b>Location</b>	Boonsboro	<b>Last updated on:</b>	
<b>Job Name</b>	Blackburn Subdivision Water System Inquiry						4/8/2019
<b>Description</b>	Private water system serving 6 lots with master meter and booster pump station at the end of Fox Hollow Road. Property owners inquiring about BRWA taking over system, including aged and failing booster station.					<b>Department Contact:</b>	R English
<b>Status</b>	Met with Dunstan & Riley on 6/5/18 to view system in field. Contacted Falwell on 8/3/18 to get plans for the system. Can offer submetering now; can discuss possible contract operation only upon rebuild of booster pump station & waterline information received. 1/4/19: meeting scheduled for 3/4/19 with BRWA and Falwell to review system again for upgrades needed. Falwell did not attend; property owners requesting list of upgrades needed for BRWA to consider contract operation or acceptance.						
<b>Job #</b>	2018096	<b>Job Type:</b>	Site Plan w/ Existing Utilities	<b>Location</b>	Forest	<b>Last updated on:</b>	
<b>Job Name</b>	Route 221 Carwash - Site Plan						7/30/2020
<b>Description</b>	AKA Lightning McClean Carwash. Concept Plan for proposed car wash, 5,300 sf drive thru facility. Sewer will be made available via FM Extension Developer Project (JN 2018-086).					<b>Department Contact:</b>	S Foster
<b>Status</b>	TRC 8/28/18. Site Plan 01 rec'd 7/11/19. Comments issued 7/30/19. Site Plan 02 rec'd 3/10/20. Comments issued 4/7/20. BRWA has no additional Site Plan comments. BRWA cannot accept new customer signups for the project until 2018-086 is issued a C2C from BRWA. Site Plan 03 rec'd 4/15/20. Comments issued 4/24/20 (no further comments). Per phone conversation with Planning 7/30/20 the Site Plan has been approved by Planning.						

<b>Job #</b>	2018106	<b>Job Type:</b>	Site Plan w/Proposed Utilities	<b>Location</b>	Forest	<b>Last updated on:</b>	
<b>Job Name</b>	NLBTC Lot 7 EDA Shell Building - Site/Design Plan						5/11/2020
<b>Description</b>	Subdiving for a Shell building proposed industrial facility.					<b>Department Contact:</b>	S Dade
<b>Status</b>	Concept plan rec'd 9/19/18. Site/Design Plan 01 rec'd 12/17/18. Comments posted 1/17/19. Developer Package issued 1/30/19. Dev Agmt and Review & Inspection Fees rec'd 3/21/19. Site/Design Plan 02 & Sanitary Sewer Calcs rec'd 4/10/19. Site/Design Plan 02 comments posted 4/15/2019. Shop Dwgs 01 rec'd 5/29/19. Shop Dwgs 02 rec'd 8/7/19. Construction and testing complete. Substantial walk-thru scheduled for week of 11/11/2019. Punchlist mailed 11/18/19. Awaiting close out documents (i.e. as-builts, bill of sale, etc.)						
<b>Job #</b>	2018125	<b>Job Type:</b>	Sewer	<b>Location</b>	Forest	<b>Last updated on:</b>	
<b>Job Name</b>	Forest Middle School Improvements - Site/Design						7/10/2020
<b>Description</b>	Proposed expansion and upgrades to the existing Forest Middle School. Project will include relocating portion of existing public sewer and addressing unmetered fire line.					<b>Department Contact:</b>	S Dade
<b>Status</b>	TRC 12/13/18. Concept plan 01 rec'd 12/13/18. Site/Design Plan 01 rec'd 02/01/19 & waiting on \$400 Base Review Fee. Met w/ Engineer, BCPS, Planning & VDOT 2/8/19. Per the meeting, BRWA is deferring review & comment until 2nd submittal - posted comment to that effect for 1st submittal. Base Review Fee rec'd 3/8/19. Fire Flow Test Fee rec'd 4/12/19. Site Plan 02 rec'd 4/23/19. Meeting held 5/16/19. Several revised conceptual SS alignments sent via e-mail. Dsgn 02 comments issued 5/20/19. Dsgn 03 rec'd 5/24/19. Comments posted 5/29/19. Dev Agmt -Signed- rec'd 5/30/19. Dsgn 04 rec'd 6/10/19 - comments issued 6/18/19; Rev & Insp Fee reqmts issued 6/18/19; Esmt Exhibit 01 review comments issued 6/18/19. Dsgn 05 (Slip Sheets) rec'd 6/25/19. Site Plan appv'd by BRWA 6/26/19. Requested 4 copies for C2C purposes & e-mailed BCPS status update of outstanding items needed for C2C on 6/26/19. Shop Dwgs 01 rec'd 7/10/19. Review Fees, Inspection Fees & Re-Review Fees Rec'd 7/15/19. Construction Cost Estimate of \$197,500 rec'd/agreed upon 7/16/19. Shop Dwgs 02 rec'd 7/16/19; Shop Dwgs & Plans appv'd 7/19/19; C2C prepared for Pre-Con on 7/22/19; Easement Agmnts prepared to execute. Pre-Con meeting & C2C issued 7/22/19. Private waterlines have been disconnected from the public main and rerouted behind the existing vault. The sanitary sewerline has been constructed and tested. Punchlist mailed to BCPS and Contractor 5/20/2020						
<b>Job #</b>	2019034	<b>Job Type:</b>	Water & Sewer	<b>Location</b>	Forest	<b>Last updated on:</b>	
<b>Job Name</b>	Westyn Village Townhomes 2019 - Site/Design						7/16/2020
<b>Description</b>	Proposed (8) 9 unit residential townhomes and (3) 8 unit Townhomes with private road					<b>Department Contact:</b>	S Dade
<b>Status</b>	Site/Dsgn rec'd 3/12/19. Awaiting \$400 review fee. Comments & Dev Pkg issued 4/8/19. Met w/ Russ Orrison to discuss review & PS analysis 4/12/19. Requested flow data from CS 4/29/19; Site/Dsgn Plan 02 rec'd 8/29/19. CS water consumption data sent to Russ Orrison 8/29/19. Updated Plans rec'd 9/9/19 prior to review of the set rec'd 8/29. Replaced as Submittal 02 rec'd 9/9/19. Review & Inspection Fees rec'd 9/10/19. Review 02 comments issued 9/17/19. Re-review fee rec'd 11/06/19. Site/Design 03 rec'd 11/7/19. Signed Dev Agmt rec'd 11/22/19. Site Plan 03 approved pending matching plat submittal and approval. Requested 3 additional copies for construction purposes. Calcs approved 12/2/19. 3 copies of revised Plans Design 04 rec'd 12/20/19; Comments issued 1/21/20. Design 05 rec'd 1/27/20. Signed Dev agmt rec'd 2/6/20. Re-review fee rec'd 2/7/20. Comments issued 2/12/20 - Approvable. Shop Drawings approved 2/27/20. Awaiting Surety & Contractor confirmation. Revised Cost Est rec'd & revised Surety Rqmnt sent. Surety rec'd 7/7/20 with inaccuracies - returned to Developer 7/8/20 with notification of needed corrections. On-Site Contractor will be Thomas Builders of VA; Contractor for public connections to existing will be JL Crawford per e-mail from Developer 6/26/20. C2C pending receipt of corrected Surety. Awaiting Contractor & Surety Information. Surety LOC# 582 rec'd 7/15/20. Dev agmt executed 7/16/20. Water Cert completed 7/16/20. C2C issued 7/16/20.						
<b>Job #</b>	2019037	<b>Job Type:</b>	Water & Sewer	<b>Location</b>	Forest	<b>Last updated on:</b>	
<b>Job Name</b>	Boonsboro Meadows Section 2 Roadway, Water & Sanitary - Design						7/10/2020
<b>Description</b>	Roadway, Water & Sanitary Design for Boonsboro Meadow Section 2.					<b>Department Contact:</b>	S Dade
<b>Status</b>	Dsgn 01 & Water Calculations rec'd 3/13/19. Base Review Fee rec'd 3/19/19. Dev Pkg not issued yet due to number of review comments. Dsgn 01 and water & sewer calcs 01 comments issued 4/19/19. Road, Water & Sewer Design 02 rec'd 7/23/19. Comments & Dev Pkg issued 8/28/19. Signed Developer Agrmt & Review fees rec'd 10/29/19. Design 03 rec'd 11/20/19 ( Re-review fee not rec'd). Plan review comments issued 12/30/19 & Calc Comments to be issued separately - need 2 re-review fees prior to accepting further submittals. 1 Re-review Fee rec'd 1/8/20. Re-review fee rec'd 1/22/20 for awaited 04 submittal. Design 04 rec'd 1/27/20 - comments issued 2/4/20 (Plans approvable) Water Calcs appv'd 3/13/20. FM Calcs appv'd 3/30/20,. Inspection fees rec'd 4/3/20. Bond #2020-053 rec'd 4/24/20. Plans stamped 'appv'd for construction', Water Cert completed and C2C signed & given to Insp 5/4/20. Developer Agmt execute 5/5/20. COC issued 5/6/20. VDH water cert. completed 5/4/20 (see 2020-003). Waterline construction completed the week of 7/6/2020. Forcemain sewer to begin the week of 7/13/2020						
<b>Job #</b>	2019049	<b>Job Type:</b>	Water	<b>Location</b>	Forest	<b>Last updated on:</b>	
<b>Job Name</b>	NLBTC Lot 7 EDA Meade Road Extension - Design Plan						7/10/2020
<b>Description</b>	Proposed waterline extension down Meade Road.					<b>Department Contact:</b>	S Dade
<b>Status</b>	Dsgn 01 rec'd 3/29/19. Base Review Fee rec'd 4/1/19. Comments posted 4/3/2019. Inspection Fees rec'd 4/18/19. Review Fees rec'd 5/10/19. Dsgn 02 rec'd 7/2/19. Comments emailed to the engineer 7/12/19. FF Test Fee & signed developers agreement rec'd 7/22/19. Dsgn 03 rec'd 9/25/2019. Comments emailed to the engineer 10/1/2019. Dsgn 04 rec'd 11/21/19. Plans Approved, waiting on Shop Drawings 11/26/2019. Shop Drawings apvd 3/19/20. C2C issued 4/13/20. Construction completed and testing complete. Punchlist issued to Contractor 5/13/2020						

<b>Job #</b>	2019050	<b>Job Type:</b>	Water	<b>Location</b>	Forest	<b>Last updated on:</b>	
<b>Job Name</b>	Country Club Meadows Phase 1 Waterline Extension - Design					<b>Department Contact:</b>	6/8/2020 S Foster
<b>Description</b>	Waterline extension along Everett Road to serve future Country Club Meadows.						
<b>Status</b>	Dsgn 01 rec'd 4/2/19. Awaiting \$400.00 Base Review Fee 4/2/19. Base Review Fee red' 4/4/19. Comments emailed to engineer 5/6/2019 Developer package issued 5/6/2019. Dsgn 02 rec'd 6/5/19. Review completed 7/2/19 and comments will be released upon receipt of Agreement & Fees. Met w/ Engineer to discuss Dsgn 02 comments 7/3/19. Review & Inspection Fees rec'd 9/16/19. Dsgn 03 rec'd 10/3/19. Comments issued 10/21/19. Signed Dev Agmt rec'd 11/22/19. Dsgn 04 & Re-review fee rec'd 11/25/19. Plans are ok (12/10) - Requested 2 additional copies rec'd 12/20/19. Pre-payment has been requested. Per 6/8/20 e-mail - awaiting contractor's cost estimates from Developer before processing pre-payment request and resolution to the BRWA Board.						
<b>Job #</b>	2019061	<b>Job Type:</b>	Internal	<b>Location</b>	Central, Lakes	<b>Last updated on:</b>	
<b>Job Name</b>	Energy Performance Study and Improvements					<b>Department Contact:</b>	8/7/2020 N Carroll
<b>Description</b>	Evaluation of existing facilities and upgrades that can be made that reduce energy costs to create savings greater than or equal to the cost of upgrade.						
<b>Status</b>	A meeting was held 5/13/19 with Scheider Electric to discuss their basic review of improvements to the Central WWTP that could be made. DMME presented the public process on 5/14/19 and provided template documents for the initial process. Schneider will review the proposed project with the Finance Committee on 9/12/19. Project included in financial study. Board resolution passed in Jan to execute IGA upon verification of procurement processes. Virtual walk-through of Central WWTP on 4/15. Design Intent Document (DID) was reviewed with proposed Energy Control Measures (ECMs). Submitting application for VRA funding.						
<b>Job #</b>	2019081	<b>Job Type:</b>	Internal	<b>Location</b>	Lakes	<b>Last updated on:</b>	
<b>Job Name</b>	Paradise Point Water System Transfer Request					<b>Department Contact:</b>	8/7/2020 R English
<b>Description</b>	Owner is requesting BRWA take ownership of water system. Water system serves 24 customers. Treatment includes orthophosphate, soda ash, and chlorine.						
<b>Status</b>	Met with system operator, J. Hughes, to review plant and system on 7/31/19. Financial analysis reviewed with Jean Maas on 9/16/19. Additional info received from Maas on 9/26, and financial analysis updated and sent on 9/27. Maas approached WVWA 10/2019. Rec'd financial comments from Maas on 11/12 & responded 11/15. Inquiry rec'd 2/4/20 regarding contract repairs. Inquiry rec'd on 2/21 for presentation to be given to subdivision. FOIA request received 3/8/20 regarding capital funding; response sent 3/12 with additional questions received afterwards. Owners made presentation to Board at 4/21 Rate Hearing; rate concerns to be further discussed with Finance Committee. Finance Committee recommended and Board approved \$37 rate with no further reductions based on 5/28/20 review and discussion of revised calculations. Request received on 7/28/20 from owners for system transfer; will proceed with document preparation in coming weeks.						
<b>Job #</b>	2019085	<b>Job Type:</b>	Sewer	<b>Location</b>	Smith Mountain Lake	<b>Last updated on:</b>	
<b>Job Name</b>	Moneta Storage Units Lot 6 - Site Plan					<b>Department Contact:</b>	4/20/2020 S Foster
<b>Description</b>	New construction of a mini warehouse complex. Includes relocation of 40-ft of existing FM, installation of 1 FM valve, 1 sewer connection & 1 water connection - Requires a Developer Project						
<b>Status</b>	Site Plan 01 rec'd 8/13/19. Comments issued 9/4/19. Site Plan 02 rec'd 10/29/19. Comments issued 11/12/19. Site Plan 03 rec'd 1/28/2020. Comments & Dev Pkg issued 2/13/20 - requested 3 additional copies of Plans; Site Plan approved by Planning 4/14/20; 4/20/20 - Warning layer posted to GIS not to accept new signup fees until C2C is issued (have not rec'd signed Dev Agmt or Fees).						
<b>Job #</b>	2019088	<b>Job Type:</b>	Water	<b>Location</b>	Forest	<b>Last updated on:</b>	
<b>Job Name</b>	The Stables On Coffee Subdivision - Design					<b>Department Contact:</b>	7/17/2020 J Dean
<b>Description</b>	Proposed 15 lot residential subdivision with public roadway & water line. Comments Emailed to County 12/31/19.						
<b>Status</b>	TRC 8/27/19. Dsgn 01 rec'd 12/10/19. Review Comments submitted to County & Engineer 12/31/19. Base Review Fee, Review Fee & Signed Developers Agmt rec'd 1/7/20. FFTR sent to Engineer on 1/21/2020. Dsgn 02 rec'd 1/31/20. Comments Emailed to Planning 2/13/2020. Dsgn 03 rec'd 7/1/20. Design & Water Cals Approved and sent comments to Planning & Engineer 7/17/2020.						
<b>Job #</b>	2019101	<b>Job Type:</b>	Sewer	<b>Location</b>	New London	<b>Last updated on:</b>	
<b>Job Name</b>	Sheetz New London Sewer Extension - Design					<b>Department Contact:</b>	7/31/2020 C Slusser
<b>Description</b>	Proposed sewer hookup for Sheetz in New London.						
<b>Status</b>	Met with Ryan Gatewood (LE&D) & Charles Santore (BCPS) 12/9/19 at New London Academy to discuss alignment & easements. Dsgn 01 & Base Review Fee rec'd 2/20/20. Dsgn 01, Esmt Exhibit Comments & Dev Pkg EMLed 4/2/20. Dsgn 02, Esmt 02, Review Fee & Signed Dev Agmt rec'd 4/16/20. Esmt Exhibit approved & Dsgn 02 Comments issued 5/7/20. VDOT Permit App reviewed & original is forthcoming. Dsgn 03 rec'd 5/20/20. Dsgn 03A (slip sheets) rec'd 6/3/20. Final Dsgn plans approvable pending Dev documents; Esmt Agmts EMLed 6/3/20; VDOT Permit App being processed. Esmt #200006065 & #200006066 recorded 6/11/20. VDOT LUP# 216-28207 rec'd 6/25/20. Esmt #200007256 recorded 7/7/20. Shop Drawings 01 rec'd 7/31/20; contractor will be Counts & Dobyns.						

<b>Job #</b>	2019106	<b>Job Type:</b>	Water	<b>Location</b>	Stewartsville	<b>Last updated on:</b>	
<b>Job Name</b>	Hardy Road Waterline Extension					8/7/2020	
<b>Description</b>	Proposed waterline extension to serve Hardy Road mobile home park. VDH requesting EPA WIIN grant towards water system repairs or public line extension.					<b>Department Contact:</b>	R English
<b>Status</b>	Conference call with J Wells to discuss on 11/7/10; preparing cost estimates for line extension options. Estimates sent to VDH on 3/27/20. H&P preparing design upgrades for system as alternative to public waterline extension. VDH placed owner of Trailer Park under Consent Order. Conference call scheduled for 8/20 with VDH to review options.						
<b>Job #</b>	2019108	<b>Job Type:</b>	Water	<b>Location</b>	164-A-46A	<b>Last updated on:</b>	
<b>Job Name</b>	1906 Bunker Hill Loop Waterline Extension					8/4/2020	
<b>Description</b>	DEQ requesting a possible waterline extension to serve the 1906 Bunker Hill Loop					<b>Department Contact:</b>	W Blankenship
<b>Status</b>	11/18/19 DEQ request for Cost Estimate. Estimates emailed 11/22/19; response from DEQ was cost was too high for consideration. Looking for cost savings opportunities. Additional inquiry received from DEQ on 4/2 with intent to move forward. Survey and design proposal received from H&P (\$14,950.00) and was sent to DEQ for review and approval. Scope of Work for BRWA was emailed to DEQ for review/approval on 6/10/2020. Plans sent to Agencies for review on 8/3/2020.						
<b>Job #</b>	2019113	<b>Job Type:</b>	Internal	<b>Location</b>	SML (Bridgewater Bay Deve	<b>Last updated on:</b>	
<b>Job Name</b>	Bridgewater Bay Water Pressure Issues					8/7/2020	
<b>Description</b>	11/18/19 - BRWA Engineering was made aware of ongoing high water pressure issues in Bridgewater Bay since about mid 2019 resulting in 13 +/- individual PRV failures.					<b>Department Contact:</b>	S Foster
<b>Status</b>	Engineering contacted Mr. Harmon to gather as much background info as possible. WO's were issued to Preventive Maintenance (PM) 11/20/19 to set up pressure recorders to collect pressure data. First round of pressure recorder data rec'd from PM 12/5/19. Pressure results communicated to Bridgewater Bay. Money has been requested in FY - 2020-2021 budget to install main line PRV. Responded to status update request from Mr. Harmon on 8/6/20 explaining CIP budget cut due to COVID. Also e-mailed info on BRWA waterline their private FM around entrance area per Mr. Harmon's request. Mr. Harmon reported they have not been having the failures that they had previously been experiencing.						
<b>Job #</b>	2019114	<b>Job Type:</b>	Site Plan w/Proposed Utilities	<b>Location</b>	Central	<b>Last updated on:</b>	
<b>Job Name</b>	Cardinal Senior Living - Site Plan					6/29/2020	
<b>Description</b>	Proposed Senior Living Center					<b>Department Contact:</b>	J Dean
<b>Status</b>	Site Plan 01 rec'd 12/06/19. Conference Call with Enginner 12/11/19. FF test check rec'd 12/23/2019. Site plan 02 rec'd 5/21/20. Developer Agreement sent on 6/29/2020.						
<b>Job #</b>	2019117	<b>Job Type:</b>	Water & Sewer	<b>Location</b>	Forest	<b>Last updated on:</b>	
<b>Job Name</b>	Westyn Village Condotels - Site/Design					6/11/2020	
<b>Description</b>	Proposed 24 Condotel & 6 36 unit Condotel with a clubhouse. (Plan Name Changed to Westyn Village Ph II).					<b>Department Contact:</b>	S Foster
<b>Status</b>	Site/Design 01 rec'd 12/06/19. Comments & Dev Pkg issued 1/31/20. Site/Design 02 rec'd 4/13/20. Site Plan 02 comments, Esmtt Exhibits 01 comments & Revised Developer Agreement issued 6/1/20. Easement Exhibit submittal 02 rec'd 6/11/20.						
<b>Job #</b>	2019121	<b>Job Type:</b>	Site Plan w/ Existing Utilities	<b>Location</b>	Forest	<b>Last updated on:</b>	
<b>Job Name</b>	Living Water Properties Office Building - Site Plan					6/22/2020	
<b>Description</b>	Construct a 2 story office building for professional office use on first floor & for medical office use on second floor with associated parking.					<b>Department Contact:</b>	C Slusser
<b>Status</b>	TRC 12/23/19. Concept Plan 01 rec'd 12/19/19. Site Plan 01 rec'd 4/29/20. Site Plan 01 Comments emailed 5/21/20. Site Plan 02 rec'd 6/10/20. Comments 02 emailed 6/22/20.						
<b>Job #</b>	2019122	<b>Job Type:</b>	Site Plan w/ Existing Utilities	<b>Location</b>	Forest	<b>Last updated on:</b>	
<b>Job Name</b>	Gables at Spring Creek Townhomes - Site Plan					6/29/2020	
<b>Description</b>	Proposed Townhomes placed within the Gables at Spring Creek development.					<b>Department Contact:</b>	J Dean
<b>Status</b>	TRC 12/23/19. Concept 01 rec'd 12/19/19. Site Plan 01 rec'd 3/20/20. Comments Sent to Planning & Engineer on 4/15/2020. Site Plan 02 rec'd 6/15/20. Site Plan Approved 6/29/2020.						
<b>Job #</b>	2020006	<b>Job Type:</b>	Internal	<b>Location</b>	Forest	<b>Last updated on:</b>	
<b>Job Name</b>	Forest Middle School Pump Station Modeling					8/7/2020	
<b>Description</b>	Modeling of sewer drainage area flowing into the Forest Middle School pump station. Model will be used to prepare upgrade design of pump station.					<b>Department Contact:</b>	R English
<b>Status</b>	Proposal received from WRA to update the existing sewer model for the selected drainage area into and including the pump station. Report received 5/11/20 with additional wet well storage recommended for the station. Additional internal analysis completed to verify available ERC capacity. Working with WRA for further analysis. Revised technical memo rec'd from WRA on 7/31 indicating remaining capacity of 220 ERCs in station.						



<b>Job #</b>	2020008	<b>Job Type:</b>	Water	<b>Location</b>	Bedford Central	<b>Last updated on:</b>	
<b>Job Name</b>	Turkey Mountain Booster Station						7/9/2020
<b>Description</b>	Booster station and distribution lines to serve customers currently directly connected to WTP and dependent upon the plant being in operation. Part of FY 19-20 CIP					<b>Department Contact:</b>	W Blankenship
<b>Status</b>	Site reviewed with H&P on 1/21/20; proposal received 2/6. VDH to require full review and approval. Survey to begin week of 3/9/20. In design with H&P. WR&A provided min/max pressures utilizing water model - sent to H&P on 4/21. First draft of Design Report rec'd from H&P on 6/3 and was distributed internally for review/comments. Comments were provided to H&P on 6/10. H&P submitted the second submittal of the design report on 6/29 and 30% drawings on 6/30. BRWA comments were sent to H&P on 7/7.						
<b>Job #</b>	2020012	<b>Job Type:</b>	Sewer	<b>Location</b>	Montvale	<b>Last updated on:</b>	
<b>Job Name</b>	Montvale VFD Sewer Extension						6/18/2020
<b>Description</b>	Proposed sewer extension.					<b>Department Contact:</b>	S Foster
<b>Status</b>	Working with VDOT to change the sewer line from private to public, so that the VFD would be able to be served. Working to determine if additional easements are needed for BRWA public portion of the sewer. Easements are needed. Easement Agreements w/ Exhibits have been prepared and e-mailed to VDOT and County for consideration/execution. As-Built 01 rec'd 6/18/20.						
<b>Job #</b>	2020014	<b>Job Type:</b>	Site Plan w/Proposed Utilities	<b>Location</b>	Forest	<b>Last updated on:</b>	
<b>Job Name</b>	Cedar Oaks Wedding Venue - Site Plan						6/1/2020
<b>Description</b>	Proposed conference/wedding center.					<b>Department Contact:</b>	J Dean
<b>Status</b>	TRC 1/28/20. Concept 01 rec'd 1/23/20. Site Plan 01 rec'd 5/29/20. Comments since to Planning 6/01/2020 Out of Service Area.						
<b>Job #</b>	2020016	<b>Job Type:</b>	Water & Sewer	<b>Location</b>	Smith Mountain Lake	<b>Last updated on:</b>	
<b>Job Name</b>	Eastlake Village Roadway, Water & Sanitary - Design						7/13/2020
<b>Description</b>	14 lot subdivision with roadway, water & sewer.					<b>Department Contact:</b>	J Dean
<b>Status</b>	Dsgn 01 rec'd 1/27/20. (Needs \$400.00 base review fee). Comments Emailed to Planning 2/10/2020. Fire Flow Test Fee rec'd 2/20/20. Dsgn 02 rec'd 3/16/20. Dsgn 03 rec'd 3/17/20. Awaiting outstanding review fees in order for comments to be issued.						
<b>Job #</b>	2020020	<b>Job Type:</b>	Water	<b>Location</b>	Forest	<b>Last updated on:</b>	
<b>Job Name</b>	Cambridge Manor Phase 1 - Design						7/31/2020
<b>Description</b>	Road & waterline plan & profile for Country Club Meadows Phase 1 (59 lot single family development). Previously known as "Country Club Meadows Phase 1 - Design".					<b>Department Contact:</b>	S Foster
<b>Status</b>	Dsgn 01 rec'd 2/03/20. (Need \$400.00 base review fee). Dsgn 01 Comments & Dev Pkg issued 2/28/20. Dsgn 02 rec'd 6/30/20. Fees & Agmt have not yet been rec'd. 2nd Review Comments issued and due to Project name change & design changes a revised Dev Pkg was issued 7/31/20. Please do not accept 3rd submittal w/o Agmt, Base Fee, Review Fees & Re-Review Fee.						
<b>Job #</b>	2020022	<b>Job Type:</b>	Fire Flow Meter	<b>Location</b>	Forest	<b>Last updated on:</b>	
<b>Job Name</b>	Berglund Toyota - Site/Design						8/3/2020
<b>Description</b>	Improvements proposed include demolition of existing (vacant) car dealership building & construction of new dealership building (automobile parts/supply & retail) with associated parking expansion & utilities.					<b>Department Contact:</b>	C Slusser
<b>Status</b>	TRC 2/11/20. Concept 01 rec'd 2/5/20. FFT Fee rec'd 2/28/20. Site/Dsgn 01 & Calcs rec'd 6/5/20. Base Review Fee rec'd 6/11/20. Comments 01 & Dev Pkg emailed/mailed 7/10/20. Updated Dev Agmt emailed 7/29/20. Site/Dsgn 02 rec'd 8/3/20.						
<b>Job #</b>	2020023	<b>Job Type:</b>	Sewer	<b>Location</b>	Lakes	<b>Last updated on:</b>	
<b>Job Name</b>	Bridgewater Bay Sewer Inquiry						2/7/2020
<b>Description</b>	Bridgewater Bay HOA inquiring for BRWA to accept sewer system, and as to BRWA's responsibility for upgrades necessary to meet BRWA standards.					<b>Department Contact:</b>	R English
<b>Status</b>	Responsibility inquiry passed to Sam Vance for legal opinion on 11/25/19; response rec'd 12/13/19 that firm was in conflict. Sent information to GFDG on 2/6/20; gathering additional info requested for legal opinion to be made.						
<b>Job #</b>	2020024	<b>Job Type:</b>	Other	<b>Location</b>	East Crest Drive	<b>Last updated on:</b>	
<b>Job Name</b>	SML Pump Station (at 460 & East Crest Dr)						3/4/2020
<b>Description</b>	SML WTF Pump Station (at 460 & East Crest Dr)					<b>Department Contact:</b>	W Blankenship
<b>Status</b>	2/6/2020 - Construction Cost Estimate was requested from GEJ under annual contract and denied due to having to sub out a majority of the work to be performed. 2/20/2020 - Construction Cost Estimate was requested from CHA prior to bidding project. Updated budget pricing received from CHA (Total Cost \$2,315,018 w/ 20% Contingency of \$370,403); project on hold due to COVID-19.						

<b>Job #</b>	2020032	<b>Job Type:</b>	Preliminary Plan	<b>Location</b>	Forest	<b>Last updated on:</b>
<b>Job Name</b>	Boonsboro Meadows Sections 3-8 - Preliminary Plan					7/29/2020
<b>Description</b>	Proposed 193 residential lots.					<b>Department Contact:</b> S Foster
<b>Status</b>	Preliminary Plan 01 rec'd 2/21/20. TRC physical mtg cancelled (COVID19); Comments issued via e-mail 3/25/20. Preliminary Plan 02 rec'd 5/7/20. Prelim Plan 02 review completed 6/5/20 & corresponding FM Calcs review completed 6/26/20 - comments for both issued 6/29/30. BRWA will be preparing a Capacity Letter to Planning to follow. Preliminary Plan 03 rec'd 7/29/20.					
<b>Job #</b>	2020035	<b>Job Type:</b>	Internal	<b>Location</b>		<b>Last updated on:</b>
<b>Job Name</b>	Asset Management Conversion					4/10/2020
<b>Description</b>	Conversion of SEMS asset management data into Cartegraph					<b>Department Contact:</b> A Browning
<b>Status</b>	Preliminary kickoff conference call held 2/27/20. Workshops scheduled with departments on 4/21-22 to prepare for conversion. Expected to be live in September.					
<b>Job #</b>	2020043	<b>Job Type:</b>	Sewer	<b>Location</b>	Forest	<b>Last updated on:</b>
<b>Job Name</b>	Ivy Creek Sewer - Divisions 5 and 6					
<b>Description</b>	Extension of sewer from Lake Vista to the City of Lynchburg's Ivy Creek 4 interceptor. Referenced as Ivy Creek 5 (within City of Lynchburg limits) and Ivy Creek 6 (Bedford County). Refer to 2018042 for PER.					<b>Department Contact:</b> R English
<b>Status</b>	PPEA proposals received and under review.					
<b>Job #</b>	2020043.1	<b>Job Type:</b>	Water & Sewer	<b>Location</b>	Forest	<b>Last updated on:</b>
<b>Job Name</b>	Ivy Creek Divisions 5 & 6 Interceptors - PPEA					8/7/2020
<b>Description</b>	Unsolicited PPEA proposal received for Ivy Creek sewer and Route 460 Water Pump Station.					<b>Department Contact:</b> R English
<b>Status</b>	PPEA proposal received, accepted by Board on 4/21 for review. Posted and advertised for competing submittals, due 7/7/20. Two additional proposals received; internal review completion anticipated 7/31. Additional information to be requested of proposers to reach uniform proposals; interviews to be scheduled in coming weeks.					
<b>Job #</b>	2020043.2	<b>Job Type:</b>	Sewer	<b>Location</b>	Forest	<b>Last updated on:</b>
<b>Job Name</b>	Ivy Creek Divisions 5 & 6 Interceptors - Funding					7/9/2020
<b>Description</b>	Funding to complete the Ivy Creek sewer line to take the Lake Vista Pump Station offline.					<b>Department Contact:</b> R English
<b>Status</b>	PER modification completed for CWRLF funding application; application submitted on 7/8/20.					
<b>Job #</b>	2020048	<b>Job Type:</b>	Water & Sewer	<b>Location</b>	Town Tax Map 129	<b>Last updated on:</b>
<b>Job Name</b>	Avenel Ave Water & Sewer Replacement					7/23/2020
<b>Description</b>	To replace a 4"/3" waterline and 6" sewerline on Avenel Ave to coincide with the Town of Bedford paving schedule given by Wayne Hale.					<b>Department Contact:</b> C Ward
<b>Status</b>	Research and designPlans sent for BRWA internal review 4/24/2020. Plans revised and approved by BRWA 6/29/2020. Revised plans sent to Town of Bedford for review and approval 6/30/2020. Easement agreement mailed to Rucker 7/8/2020. Easement Agreement declined by property owner 7/21/2020. New easement agreement mailed to Johnston 7/23/2020					
<b>Job #</b>	2020049	<b>Job Type:</b>	Site Plan w/Proposed Utilities	<b>Location</b>	Forest	<b>Last updated on:</b>
<b>Job Name</b>	Tractor Supply 2020 - Site Plan					7/24/2020
<b>Description</b>	Proposed Tractor Supply Store.					<b>Department Contact:</b> J Dean
<b>Status</b>	Site Plan 01 rec'd 4/7/20. Comments sent to Consultant & Planning on 4/30/2020. FFT fee rec'd 5/26/20. Site Plan 02 rec'd 6/18/20. Dev Agreement mailed 6/29/20. Review & Inspection fee rec'd 7/7/20. Site Plan 03 rec'd 7/24/20.					
<b>Job #</b>	2020053	<b>Job Type:</b>	Sewer	<b>Location</b>	Lynchburg/Bedford	<b>Last updated on:</b>
<b>Job Name</b>	City of Lynchburg Lake Crest Drive Sewer Extension - Design					6/8/2020
<b>Description</b>	Sanitary sewer extension for proposed 3 lot subdivision. Line will be owned by Lybchburg. BRWA limited to inspection of connection to existing BRWA MH.					<b>Department Contact:</b> S Foster
<b>Status</b>	Dsgn 01 rec'd 4/21/20. Comments issued 5/8/20. Sewer line to be City of Lynchburg's up to the connection to existing BRWA manhole. Dsgn 02 rec'd 5/22/20. Comments 6/8/20 - no comments & requested 2 hard copies of final signed/app'd plans. Work order will be issued for BRWA connection inspection.					

<b>Job #</b>	2020059	<b>Job Type:</b>	Site Plan w/ Existing Utilities	<b>Location</b>	Central	<b>Last updated on:</b>
<b>Job Name</b>	Bedford Humane Society - Site Plan					5/19/2020
<b>Description</b>	Proposed new building addition.					<b>Department Contact:</b> J Dean
<b>Status</b>	Site Plan 01 rec'd 5/8/20. Comments sent to Consultant & Town Engineer on 5/19/2020.					
<b>Job #</b>	2020068	<b>Job Type:</b>	Site Plan w/ Existing Utilities	<b>Location</b>	Forest	<b>Last updated on:</b>
<b>Job Name</b>	Nanotouch Buidling Addition - Site Plan					7/22/2020
<b>Description</b>	Proposed building addition (5,025 gross square feet). The building addition will use the existing water/sewer connections. No proposed changes to BRWA water/sewer connections. No FOG.					<b>Department Contact:</b> S Foster
<b>Status</b>	TRC 6/9/20. Concept 01 rec'd 6/4/20. Site plan 01 rec'd 7/16/20. "NO COMMENTS" issued 7/22/20. Requested 1 full size hard copy of Site Plan upon final approval by Planning.					
<b>Job #</b>	2020073	<b>Job Type:</b>	Water	<b>Location</b>	Forest	<b>Last updated on:</b>
<b>Job Name</b>	West Crossing Section 4 - Design					8/6/2020
<b>Description</b>	Road plan, waterline design and profile for section 4. 19 lots approximately 2900 LF Waterline.					<b>Department Contact:</b> S Foster
<b>Status</b>	Dsgn 01 rec'd via e-mail (pdf) 6/29/20. Hard copy rec'd 7/8/20. Comments issued 8/6/20. Dev Pkg issued 8/6/20. Need Base Fee.					



1723 Falling Creek Road  
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# RESOLUTION MEMORANDUM

**To:** BRWA Board of Directors  
**From:** Rhonda English; Director of Engineering  
**Date:** August 11, 2020  
**Re:** Resolution 2020-08.02 – Montvale Sewer Authorization

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Attached is a resolution as required by VDOT to document authorization for executing documents related to the easement and sewer facility transfer for the recently constructed sewer line on Goose Creek Valley Road.



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**RESOLUTION**

2020-08.02

**Montvale Sewer Authorization**

At a regular meeting of the Bedford Regional Water Authority ("Authority") Board of Directors, held in the Board Meeting Room at the Authority's Administrative Annex Building on the 18th of August 2020, beginning at 7:00pm;

**WHEREAS**, the Montvale Fire Department has a failing septic drainfield and is in need of public sewer service; and,

**WHEREAS**, the Virginia Department of Transportation (VDOT) constructed a sewer line on County property to service the VDOT offices across the street from the Montvale Fire Department and VDOT made certain incremental improvements to the sewer line to accommodate connection to such line by the Montvale Fire Department; and,

**WHEREAS**, the Bedford County Board of Supervisors have authorized the use of a total of \$16,104.08 of the cellular revenue account held by the Authority to be used to reimburse VDOT for improvements to its sewer line, in exchange for transfer of the sewer facility to the Authority; and,

**WHEREAS**, the Authority also desires to accept a deed of easement to be tendered by VDOT across VDOT's lands located adjacent to the aforesaid County lands; now,

**THEREFORE, BE IT RESOLVED**, the Board of Directors of the Bedford Regional Water Authority does hereby authorize the Chair and the Secretary to execute any appropriate document or documents with VDOT providing that the Authority shall pay VDOT the sum of \$16,104.08 in exchange for transfer of VDOT's sewer line within County property to the Authority. Be it further resolved that the Chair and Secretary are also authorized to execute a deed of easement from VDOT to accept an easement across VDOT's property adjacent to the aforesaid County property.

Member \_\_\_\_\_ made a motion to approve this resolution.

Member \_\_\_\_\_ seconded the motion.

Board Member Votes: \_\_\_Aye, \_\_\_Nay, \_\_\_Abstain



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### **CERTIFICATION**

The undersigned secretary of the Bedford Regional Water Authority does hereby certify that the foregoing is a true, complete, and correct Resolution adopted by a vote of a majority of the Directors of the Bedford Regional Water Authority, present at a regular meeting of the Board of Directors of the Bedford Regional Water Authority duly called and held August 18, 2020 at which a quorum was present and acting throughout, and that the same has not been amended or rescinded and is in full force and effect as of the date of the above mentioned meeting.

(SEAL)

---

Brian M. Key, Secretary,  
Bedford Regional Water Authority



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# RESOLUTION MEMORANDUM

**To:** BRWA Board of Directors  
**From:** Rhonda English; Director of Engineering  
**Date:** August 11, 2020  
**Re:** Resolution 2020-08.03 – PPEA Guidelines Policy 10.45 Revisions

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Attached is a resolution for some minor revisions to the PPEA policy upon initial legal counsel review for any revisions to PPEA guidelines since 2013. A more comprehensive review will be performed in the coming months to ensure all changes made in the 2008 amendment to the Public-Private Education Facilities and Infrastructure Act are captured in the policy.

## PUBLIC-PRIVATE EDUCATION FACILITIES AND INFRASTRUCTURE GUIDELINES

**Section 1. PURPOSE**

- A. The Bedford Regional Water Authority (“Authority”) has determined to adopt these guidelines under the authority of the Public-Private Education Facilities and Infrastructure Act of 2002 (the “PPEA”), Va. Code § 56-575.1 through § 56-575.18, as amended, which grants responsible public entities the authority to create public-private partnerships for the Development of a wide range of projects for public use if the public entity determines there is a need for the project and that private involvement may provide the project to the public in a timely or cost-effective fashion.

**Section 2. INTRODUCTION**

- A. The PPEA defines “Responsible Public Entity” to include any Public Entity that “has the power to Develop or Operate the applicable Qualifying Project,” and the Authority is a Responsible Public Entity under the PPEA. Individually negotiated Interim and Comprehensive Agreements will define the respective rights and obligations of the Authority and the private operator or developer entity.
- B. In order for a project to come under the PPEA, it must meet the definition of a “Qualifying Project.” The PPEA contains a broad definition of Qualifying Projects that includes water and sewer utility and technology infrastructure and any building or facility that meets a public purpose and is Developed or Operated by or for any Public Entity, including the Authority.
- C. The PPEA establishes requirements that the Authority must adhere to when reviewing and approving proposals received pursuant to the PPEA. In addition, the PPEA specifies the criteria that must be used to select a proposal and the contents of the interim or Comprehensive Agreement detailing the relationship between the Authority and the Private Entity.
- D. Capitalized terms used in these Guidelines shall have the meanings given in § 56-575.1 of the PPEA as well as in the “Terms and Definitions” section in this Policy.
- E. The Authority has designated the Executive Director to serve as the primary point of contact for receiving proposals submitted under the PPEA and to ensure a responds to inquiries regarding the PPEA or the guidelines.



## PUBLIC-PRIVATE EDUCATION FACILITIES AND INFRASTRUCTURE GUIDELINES

**Section 3. GENERAL PROVISIONS****A. Proposal Submission:**

1. A proposal may be either solicited by the Authority or delivered by a Private Entity on an unsolicited basis. Any proposer will be required to follow a two (2) part proposal submission process consisting of a Conceptual Stage and a Detailed Stage as detailed in this policy.
2. The PPEA is a flexible development tool that allows private entities to include innovative financing methods and techniques in their proposal; this can include the imposition of User Fees, Service Payments, or connection fee credits. Such financing arrangements may include the issuance of debt instruments, equity, or other securities or obligations. Depending on the Authority's determination and the circumstances of each transaction, financing options might include the use of special purpose entities, sale and lease back transactions, enhanced use leasing, property exchanges, development agreements, prepayment agreements, conduit financing and other methods allowed by law.
3. Proposals should be prepared simply and economically, providing a concise description of the proposers' capabilities to complete the proposed Qualifying Project and the benefits to be derived from the project by the Authority. Project benefits to be considered are those occurring during the construction, renovation, expansion, or improvement phase and during the life cycle of the project. Proposals also should include a comprehensive scope of work and a financial plan for the project, containing enough detail to allow an analysis by the Authority of the financial feasibility of the proposed project. The Authority may require additional information from the proposer in order to provide clarification to the submission, as long as the same information is required from all proposers. The cost analysis of a proposal may not be linked solely to the financing plan as the Authority may determine to finance the project through other available means.
4. In the event of a Private Entity's request for approval of a Qualifying Project, the Authority will post and publish a public notice of the Private Entity's request for approval of a Qualifying Project, including (i) specific information and documentation to be released regarding the nature, timing, and scope of the Qualifying Project pursuant to subsection A of § 56-575.4; and (ii) a reasonable time period of at least forty-five (45) days during which the Authority shall receive competing proposals pursuant to subsection A of §56-575.4. Such notice shall be advertised in the Virginia Business Opportunities publication and posted on the Commonwealth of Virginia's electronic procurement website.
5. The Authority will engage the services of qualified professionals, which may include an architect, professional engineer, or certified public accountant, not otherwise employed by the Authority, to provide independent analysis regarding the specifics, advantages, disadvantages, and the long and short-term costs of any request by a

**PUBLIC-PRIVATE EDUCATION FACILITIES AND INFRASTRUCTURE GUIDELINES**

Private Entity for approval of a Qualifying Project unless the Board of Directors of the Authority determines that such analysis of a request by a Private Entity for approval of a Qualifying Project shall be performed by Authority employees.

**B. Affected Local Jurisdictions:**

1. Any Private Entity requesting approval from or submitting a conceptual or Detailed Proposal to the Authority must provide Bedford County, Virginia and any other Affected Local Jurisdiction with a copy of the Private Entity's request or proposal by certified mail, express delivery, or hand delivery. Affected Local Jurisdictions shall have sixty (60) days from the receipt of the request or proposal to submit written comments to the Authority and to indicate whether the proposed Qualifying Project is compatible with the (i) local comprehensive plan, (ii) local infrastructure development plans, or (iii) capital improvements budget or other government spending plan. Comments received within the sixty (60) day period shall be given consideration by the Authority and no negative inference shall be drawn from the absence of comment by an Affected Local Jurisdiction.

**C. Proposal Review Fee:**

1. The Authority shall receive an analysis of the proposal from appropriate internal staff or outside advisors or consultants with relevant experience in determining whether to enter into an agreement with the Private Entity. The Authority may charge a reasonable Review Fee up to \$20,000 from the Private Entity to cover the "Direct Costs" which may include (i) the cost of staff time required to process, evaluate, review, and respond to the proposal and (ii) any out-of-pocket cost which includes the costs of attorneys, consultants, financial advisors and qualified professionals hired pursuant to this policy. In the event the Authority's Direct Costs are greater than the Review Fee, it may assess additional Direct Costs against the Private Entity. The amount of the fee that is assessed for any given project will be the same fee that is charged to each of the private entities that submits a proposal. The Authority may, at its sole discretion, waive its Review Fees.
2. The Authority's Review Fees have been established so as not to be greater than the Direct Costs. Any Review Fee in excess of Direct Costs shall be promptly refunded to the proposer.
3. All Review Fees will be refunded if the Authority decides not to proceed to publication and conceptual

**D. Freedom Of Information Act:**

1. Generally, proposal documents submitted by private entities are subject to the Virginia Freedom of Information Act ("FOIA"), Va. Code § 2.2-3700 et seq. except that subdivision 11 of § 2.2-3705.6 exempts certain documents from public

## PUBLIC-PRIVATE EDUCATION FACILITIES AND INFRASTRUCTURE GUIDELINES

- disclosure. FOIA exemptions, however, are discretionary, and the Authority may elect to release some or all of documents except to the extent the documents are:
- a. Trade secrets of the Private Entity as defined in the Uniform Trade Secrets Act (§ 59.1-336 et seq.);
  - b. Financial records of the Private Entity that are not generally available to the public through regulatory disclosure or otherwise, including but not limited to, balance sheets and financial statements; or
  - c. Other information submitted by a Private Entity, where if the record or document were made public prior to the execution of an interim or Comprehensive Agreement the financial interest or bargaining position of the public or Private Entity would be adversely affected.
2. Additionally, to the extent access to proposal documents submitted by private entities are compelled or protected from disclosure by a court order, the Authority must comply with the provisions of such order.
  3. Before a document of a Private Entity may be withheld from disclosure, the Private Entity must make a written request to the Authority at the time the documents are submitted designating with specificity the documents for which the protection is being sought and a clear statement of the reasons for invoking the protection with reference to one or more of three classes of records listed in this policy.
  4. Upon the receipt of a written request for protection of documents, the Authority shall determine whether the documents contain (i) trade secrets, (ii) financial records, or (iii) other information that would adversely affect the financial interest or bargaining position of the Authority or Private Entity in accordance with this policy. The Authority shall make a written determination of the nature and scope of the protection to be afforded by the Authority under this subdivision. If the written determination provides less protection than requested by the Private Entity, the Private Entity should be accorded an opportunity to withdraw its proposal. Nothing shall prohibit further negotiations of the documents to be accorded protection from release although what may be protected must be limited to the categories of records identified in this policy.
  5. Once a written determination has been made by the Authority, the documents afforded protection under this subdivision shall continue to be protected from disclosure when in the possession of the Authority or any Affected Local Jurisdiction to which such documents are provided.
  6. If a Private Entity fails to designate trade secrets, financial records, or other confidential or proprietary information for protection from disclosure, such information, records or documents shall be subject to disclosure under FOIA.
  7. The Authority may withhold from disclosure memoranda, staff evaluations, or other records prepared by the Authority, its staff, outside advisors, or consultants exclusively for the evaluation and negotiation of proposals where (i) if such records were made public prior to or after the execution of an interim or a Comprehensive Agreement, the financial interest or bargaining position of the Authority would be

## PUBLIC-PRIVATE EDUCATION FACILITIES AND INFRASTRUCTURE GUIDELINES

- adversely affected, and (ii) the basis for the determination required in clause (i) is documented in writing by the Authority.
8. Cost estimates relating to a proposed procurement transaction prepared by or for the Authority shall not be open to public inspection.
  9. The Authority may not withhold from public access:
    - a. procurement records other than those subject to the written determination of the Authority;
    - b. information concerning the terms and conditions of any interim or Comprehensive Agreement, Service Contract, lease, partnership, or any agreement of any kind entered into by the Authority and Private Entity;
    - c. information concerning the terms and conditions of any financing arrangement that involved the use of any public funds; or
    - d. information concerning the performance of any Private Entity developing or operating a qualifying transportation facility or a Qualifying Project.
  10. However, to the extent that access to any procurement record or other document or information is compelled or protected by a court order, then the Authority must comply with such order.
  11. Once an Interim Agreement or a Comprehensive Agreement has been entered into, the Authority shall make procurement records available for public inspection, upon request.
    - a. Such procurement records shall include documents protected from disclosure during the negotiation phase on the basis that the release of such documents would have adverse affect on the financial interest or bargaining position of the Authority or Private Entity.
    - b. Such procurement records shall not include (i) trade secrets of the Private Entity as defined in the Uniform Trade Secrets Act (§ 59.1-336 et seq.) or (ii) financial records, including balance sheets or financial statements of the Private Entity that are not generally available to the public through regulatory disclosure or otherwise.
  12. To the extent access to procurement records are compelled or protected by a court order, then the Authority must comply with such order.
- E. Use of Public Funds: Virginia constitutional and statutory requirements as they apply to appropriation and expenditure of public funds apply to any interim or Comprehensive Agreement entered into under the PPEA. Accordingly, the processes and procedural requirements associated with the expenditure or obligation of public funds shall be incorporated into planning for any PPEA project or projects.
- F. Applicability of Other Laws: Nothing in the PPEA shall affect the duty of the Authority to comply with all other applicable law not in conflict with the PPEA. The applicability

## PUBLIC-PRIVATE EDUCATION FACILITIES AND INFRASTRUCTURE GUIDELINES

of the Virginia Public Procurement Act, Va. Code §2.2-4300 through §2.2-4377, as amended, ("VPPA") is as set forth in the PPEA.

**Section 4. SOLICITED PROPOSALS**

- A. The Authority may issue Requests for Qualifications ("RFQs"), Requests for Proposals ("RFPs") or invitations for Bids ("IFBs"), inviting proposals from private entities to develop or operate Qualifying Projects or to design or equip projects so constructed, improved, renovated, expanded, maintained, or operated. The Authority may use a two (2) part proposal process consisting of an initial conceptual phase and a detailed phase. The Authority may invite proposers to submit proposals on individual projects identified by the Authority. In such a case the Authority should set forth in the RFP the format and supporting information that is required to be submitted, consistent with the provisions of the PPEA.
- B. The RFQ, RFP, or IFB should specify, but not necessarily be limited to, information and documents that must accompany each proposal and the factors that will be used in evaluating the submitted proposals. The RFQ, RFP, or IFB should be posted in such public areas as are normally used for posting of the Authority's notices, including the Authority's website. Notices should also be published in a newspaper or other publications of general circulation and advertised in the Virginia Business Opportunities publication and at Virginia's Statewide e-procurement application ("eVa") located at <http://www.eva.State.va.us> and posted on the Commonwealth of Virginia's electronic procurement website. In addition, solicited proposals should be posted pursuant to this policy. The RFQ, RFP, or IFB should also contain or incorporate by reference other applicable terms and conditions, including any unique capabilities or qualifications that will be required of the private entities submitting proposals. Pre-proposal conferences may be held as deemed appropriate by the Authority.

**Section 5. UNSOLICITED PROPOSALS**

- A. The PPEA permits public entities to receive, evaluate, and select for negotiations unsolicited proposals from private entities to Develop or Operate a Qualifying Project.
- B. The Authority may publicize its needs and may encourage interested parties to submit unsolicited proposals subject to the terms and conditions of the PPEA. When such proposals are received without issuance of an RFQ, RFP, or IFB the proposal shall be treated as an unsolicited proposal.
  - 1. Decision to Accept and Consider Unsolicited Proposal; Notice:
    - a. Upon receipt of any unsolicited proposal or group of proposals and payment of any required, unwaived fee by the proposer or proposers, the Authority will



## PUBLIC-PRIVATE EDUCATION FACILITIES AND INFRASTRUCTURE GUIDELINES

promptly determine whether to accept the unsolicited proposal for publication and conceptual-phase consideration. If the Authority determines not to accept the proposal and proceed to publication and conceptual-phase consideration, it should return the proposal, together with all fees and accompanying documentation, to the proposer.

- b. If the Authority chooses to accept an unsolicited proposal for conceptual-phase consideration, it shall post a notice in a public area regularly used by the Authority for posting of public notices for a period of not less than forty-five (45) days. The Authority shall also publish the same notice for a period of not less than forty-five (45) days in one or more newspapers or periodicals of general circulation in the jurisdiction to notify any parties that may be interested in submitting competing proposals. In addition, the notice should be advertised in the Virginia Business Opportunities publication and the Commonwealth of Virginia's statewide e-procurement application ("eVa") located at <http://www.eva.state.va.us>. The notice shall state that the Authority (i) has received an unsolicited proposal under the PPEA, (ii) intends to evaluate the proposal, (iii) may negotiate an interim or a Comprehensive Agreement with the proposer based on the proposal, and (iv) will receive for simultaneous consideration any competing proposals that comply with the guidelines adopted by the Authority and the PPEA. The notice also shall summarize the proposed Qualifying Project or projects and identify their proposed locations. Copies of unsolicited proposals shall be available upon request, subject to the provisions of FOIA and § 56-575.4 G of the PPEA.
- c. To ensure that sufficient information is available upon which to base the development of a serious competing proposal, representatives of the Authority familiar with the unsolicited proposal and the guidelines established by the Authority shall be made available to respond to inquiries and meet with private entities that are considering the submission of a competing proposal. The Authority shall conduct an analysis of the information pertaining to the proposal included in the notice to ensure that such information sufficiently encourages competing proposals. Further, the Authority shall establish criteria, including key decision points and approvals to ensure proper consideration of the extent of competition from available private entities prior to selection.

## C. Posting Requirements:

1. Conceptual Proposals, whether solicited or unsolicited, shall be posted by the Authority within ten (10) working days after acceptance of such proposals on the Authority's website or by publication, in a newspaper of general circulation in the area in which the contract is to be performed, or a summary of the proposals and the location where copies of the proposals are available for public inspection. Posting

## PUBLIC-PRIVATE EDUCATION FACILITIES AND INFRASTRUCTURE GUIDELINES

- may also be on the Department of General Service's web-based electronic procurement program commonly known as "eVA," in the discretion of the Authority.
2. Nothing shall be construed to prohibit the posting of the Conceptual Proposals by additional means deemed appropriate by the Authority so as to provide maximum notice to the public of the opportunity to inspect the proposals.
  3. In addition to the posting requirements, at least one copy of the proposals shall be made available for public inspection. Trade secrets, financial records, or other records of the Private Entity excluded from disclosure under the provisions of subdivision 11 of § 2.2-3705.6 shall not be required to be posted, except as otherwise agreed to by the Authority and the Private Entity. Any inspection of procurement transaction records shall be subject to reasonable restrictions to ensure the security and integrity of the records.

## D. Initial Review by the Authority at the Conceptual Stage:

1. While only proposals complying with the requirements of the PPEA that contain sufficient information for a meaningful evaluation and that are provided in an appropriate format should be considered by the Authority for further review at the Conceptual Stage, the Authority may determine to evaluate any proposal it so chooses. Formatting suggestions for proposals at the Conceptual Stage are found under the "Proposal Preparation and Submission" Section of this policy. If, after publishing notice of acceptance of an unsolicited proposal in accordance with this policy, other, competing proposals are received, the Authority will require all private entities to submit uniform Conceptual Proposals.
2. The Authority should determine at this initial State of review whether it will proceed using:
  - a. Standard procurement procedures consistent with the VPPA; or
  - b. These guidelines developed by the Authority that are consistent with procurement of other than professional services through "competitive negotiation" as the term is ~~defined-set forth~~ in § ~~2.2-4301~~2.2-4302.2 of the Code of Virginia. The Authority may proceed using such guidelines only if it makes a written determination that doing so is likely to be advantageous to the Authority and the public based upon either (i) the probable scope, complexity or priority of need, (ii) the risk sharing including guaranteed cost or completion guarantees, added value or debt or equity investments proposed by the Private Entity, or (iii) increase in funding, dedicated revenue or other economic benefit that would otherwise not be available.
3. After reviewing the original proposal and any competing proposals submitted during the notice period, the Authority may determine:
  - a. Not to proceed further with any proposal,
  - b. To proceed to the detailed phase of review with the original proposal,
  - c. To proceed to the detailed phase with a competing proposal,

## PUBLIC-PRIVATE EDUCATION FACILITIES AND INFRASTRUCTURE GUIDELINES

- d. To proceed to the detailed phase with multiple proposals,
- e. To request modifications or amendments to any proposals.
- 4. In the event that more than one proposal will be considered in the detailed phase of review, the Authority will consider whether the unsuccessful proposer should be reimbursed for costs incurred in the detailed phase of review and such reasonable costs may be assessed to the successful proposer in the Comprehensive Agreement.
- 5. The Authority reserves the right to reject any proposal at any time prior to the execution of an interim or Comprehensive Agreement and proceed by standard procurement procedures.

**Section 6. PROPOSAL PREPARATION AND SUBMISSION****A. Format for Submissions at Conceptual Stage (Phase 1 Submittal):**

- 1. The Authority may consider and approve a Conceptual Stage (Phase 1) proposal with whatever information it deems to be informative and consistent with its needs. This Phase 1 submittal may be primarily qualifications based, as may be solicited through a request for qualifications ("RFQ"). It may also require that proposals at the Conceptual Stage contain information in the following areas:
  - a. qualifications and experience,
  - b. project characteristics,
  - c. project financing,
  - d. anticipated public support or opposition, or both,
  - e. project benefit and compatibility, and,
  - f. any additional information as the Authority may reasonably request to comply with the requirements of the PPEA.
- 2. All Phase 1 proposal submissions must include the requested number of bound hard copies of the submittal, preferably in 3-ring binders, and one ~~digital copy (1) compact disc (CD) or digital video disc—data format (DVD-R)~~ which contains a single Adobe Portable Document Format (PDF) file containing the entire contents in the same layout and format as the hard copies. If the number of bound hard copies is not otherwise specified, ~~twelve-six (126)~~ copies each of public and proprietary submissions must be provided.
- 3. Suggestions for formatting information to be included in proposals at this stage include the following to the extent each is applicable:
  - a. Qualification and Experience:
    - i. Identify the legal structure of the firm or consortium of firms making the proposal. Identify the organizational structure for the project, the management approach, and how each partner and major subcontractor in the structure fits into the overall team.
    - ii. Describe the experience of the firm or consortium of firms making the proposal and the key principals involved in the proposed project, including



## PUBLIC-PRIVATE EDUCATION FACILITIES AND INFRASTRUCTURE GUIDELINES

experience with projects of comparable size and complexity. Describe the length of time in business, business experience, public sector experience, and other engagements of the firm or consortium of firms. Include the identity of any firms that will provide design, construction, completion guarantees and warranties, and a description of such guarantees and warranties.

- iii. Provide the names, mailing addresses, physical addresses, email addresses, and telephone numbers of all persons within the firm or consortium of firms who may be contacted for further information,
  - iv. Provide a current or most recently audited financial Statement of the firm or firms and each partner with an equity interest of twenty percent or greater.
  - v. Identify any persons known to the proposer who would be obligated to disqualify themselves from participation in any transaction arising from or in connection to the project pursuant to the Virginia State and Local Government Conflict of Interest Act, Va. Code §2.2-3100 through §2.2-~~3131~~3132, as amended (“VSLGICIA”).
- b. Project Characteristics:
- i. Provide a description of the project, including the conceptual design. Describe the proposed project in sufficient detail so that type and intent of the project, the location, and the communities that may be affected are clearly identified.
  - ii. Provide drawings and/or mapping which shows the location of the project, a site plan of the project (if applicable), the conceptual layout of the project, and any other plans that are needed to adequately show the scope of the project.
  - iii. Identify and fully describe any work to be performed by the Authority.
  - iv. Include a list of all federal, state, and local permits and approvals required for the project and a schedule for obtaining such permits and approvals.
  - v. Identify any anticipated adverse social, economic, and environmental impacts of the project. Specify the strategies or actions to mitigate known impacts of the project.
  - vi. Identify the projected positive social, economic, and environmental impacts of the project.
  - vii. Identify the proposed schedule for the work on the project, including the estimated time for completion.
  - viii. Propose allocation of risk and liability for work completed beyond the agreements, completion date, and assurances for timely completion of the project.
  - ix. State assumptions related to ownership, legal liability, law enforcement, operation of the project, and the existence of any restrictions on the Authority’s use of the project.
  - x. Provide information relative to phased or partial openings of the proposed project prior to completion of the entire work.

## PUBLIC-PRIVATE EDUCATION FACILITIES AND INFRASTRUCTURE GUIDELINES

- xi. List any other assumptions relied on for the project to be successful.
- xii. List any contingencies that must occur for the project to be successful.
- c. Project Financing:
  - i. Provide a preliminary estimate and estimating methodology of the cost of the work by phase, segment, or both.
  - ii. Submit a plan for the Development, financing, and Operation of the project showing the anticipated schedule on which funds will be required. The operational plan should include appropriate staffing levels and associated costs. Include supporting due diligence studies, analyses, or reports. Describe the anticipated costs of and proposed sources and uses for such funds.
  - iii. Include a list and discussion of assumptions underlying all major elements of the plan. Assumptions should include all significant fees associated with financing given the recommended financing approach. In addition complete disclosure of interest rate assumptions should be included. Any ongoing operational fees if applicable, should also be disclosed as well as any assumptions with regard to increases in such fees.
  - iv. Identify the proposed risk factors and methods for dealing with these factors.
  - v. Identify any local, state, or federal resources that the proposer contemplates requesting for the project. Describe the total commitment, if any, expected from governmental sources and the timing of any anticipated commitment. Such disclosure should include any direct or indirect guarantees or pledges of the Authority's credit or revenue.
  - vi. Identify the amounts and terms and conditions for any revenue sources.
  - vii. Identify any aspect of the project that could disqualify the project from obtaining tax-exempt financing.
- d. Public Support and/or Opposition; Project Benefit and Compatibility:
  - i. Identify who will benefit from the project, how they will benefit, and how the project will benefit the overall community, region, or state.
  - ii. Identify any anticipated public support or opposition, as well as any anticipated government support or opposition, for the project.
  - iii. Explain the strategy and plans that will be carried out to involve and inform the general public, business community, and governmental agencies in areas affected by the project.
  - iv. Describe the anticipated significant benefits to the community, region, or state including anticipated benefits to the economic condition of the Authority and whether the project is critical to attracting or maintaining competitive industries and businesses to the Authority or the surrounding region.
  - v. Describe compatibility with the local comprehensive plan, local infrastructure development plans, the capital improvements budget, or other government spending plan.

## PUBLIC-PRIVATE EDUCATION FACILITIES AND INFRASTRUCTURE GUIDELINES

- vi. Provide a statement setting forth participation efforts that are intended to be undertaken in connection with this project with regard to the following types of businesses: (i) minority-owned businesses, (ii) woman-owned businesses, and (iii) small businesses.

## B. Format for Submissions at Detailed Stage (Phase 2 submittal):

1. If the Authority decides to proceed to the detailed phase of review with one or more proposals, the Authority will notify the Private Entity or entities that provided the Conceptual Stage (Phase 1) proposal(s) that the Authority has reviewed and accepted their Phase 1 proposal and would like for them to proceed with the preparation of the Detailed Stage (Phase 2) proposal. This request may be considered a Request for Proposals ("RFP").
2. All Phase 2 proposal submissions must include the specified number of bound hard copies of the submittal, preferably in 3-ring binders, and one (1) compact disc (CD) or digital video disc - data format (DVD-R) which contains a single Adobe Portable Document Format (PDF) file containing the entire contents in the same layout and format as the hard copies. If the number of bound hard copies is not otherwise specified, twelve (12) copies must be provided.
3. The following information should be provided by the Private Entity unless waived by the Authority:
  - a. A topographical map (1:2,000 or other appropriate scale) depicting the location of the proposed project;
  - b. A description of the Qualifying Project, including the conceptual design of such facility or facilities or a conceptual plan for the provision of services or technology infrastructure, and a schedule for the initiation of and completion of the Qualifying Project to include the proposed major responsibilities and timeline for activities to be performed by both the public and Private Entity;
  - c. Information relating to the current plans for Development of facilities or technology infrastructure to be used by a Public Entity that are similar to the Qualifying Project being proposed by the Private Entity, if any, of each Affected Local Jurisdiction;
  - d. A list of all permits and approvals required for the Qualifying Project from local, state, or federal agencies and a projected schedule for obtaining such permits and approvals;
  - e. A statement setting forth the Private Entity's general plans for financing the Qualifying Project including the sources of the Private Entity's funds and identification of any dedicated revenue source or proposed debt or equity investment on the behalf of the Private Entity;
  - f. The names and addresses of the persons who may be contacted for further information concerning the request;

## PUBLIC-PRIVATE EDUCATION FACILITIES AND INFRASTRUCTURE GUIDELINES

- g. Provide drawings and/or mapping, a detailed site plan of the project (if applicable), a preliminary design layout of the project, and any other plans that are needed to adequately show the detailed scope of the project;
- h. A list of public utility facilities, if any, that will be crossed by the Qualifying Project and a statement of the plans of the proposer to accommodate such crossings;
- i. A statement and strategy setting out the plans for securing all necessary property and easements;
- j. A detailed listing of all firms that will provide specific design, construction, operations and maintenance, and completion guarantees and warranties, and a brief description of such guarantees and warranties;
- k. A total life-cycle cost specifying methodology and assumptions of the project or projects and the proposed project start date. Include anticipated commitment of all parties; equity, debt, and other financing mechanisms; and a schedule of project Revenues and project costs. The life-cycle cost analysis should include, but not be limited to, a detailed analysis of the projected return, rate of return, or both, expected useful life of facility and estimated annual operating expenses;
- l. User fees, lease payments, and other service payments over the term of the interim or comprehensive agreement pursuant to § [56-575.9](#) or [56-575.9:1](#) and the methodology and circumstances for changes to such user fees, lease payments, and other service payments over time;
- m. Identification of any known government support or opposition, or general public support or opposition for the project. Government or public support should be demonstrated through resolution of official bodies, minutes of meetings, letters, or other official communications;
- n. Demonstration of consistency with appropriate local comprehensive or infrastructure development plans or indication of the steps required for acceptance into such plans.
- o. Explanation of how the proposed project would impact local development plans of each Affected Local Jurisdiction;
- p. Identification of the executive management and the officers and directors of the firm or firms submitting the proposal. In additions, identification of any known conflicts of interest or other disabilities that may impact the Authority's consideration of the proposal, including the identification of any persons known to the proposer who would be obligated to disqualify themselves from participation in any transaction arising from or in connection to the project pursuant to the VSLGCI;A;
- q. Description of the types of sureties proposed to insure completion of the project.
- r. A project schedule showing all the anticipated major milestones of the various stages of the permitting, public meetings, design, construction, startup, and operation of the project; and,

**PUBLIC-PRIVATE EDUCATION FACILITIES AND INFRASTRUCTURE GUIDELINES**

- s. Additional material and information as the Authority may reasonably request.
- C. Any Private Entity requesting approval from, or submitting a proposal to the Authority shall notify each Affected Local Jurisdiction by furnishing a copy of its request or proposal to each Affected Local Jurisdiction.

**Section 7. PROPOSAL EVALUATION AND SELECTION CRITERIA**

- A. Once the advertisement, as stated in this policy, has been made, and if competing proposals have been received, once the Authority has required each proposer to provide substantially the same information, selection shall be made of two (2) or more proposers deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the notice, including price if so stated in the notice. Negotiations shall then be conducted with each of the selected proposers to determine the successful proposer based on the sole discretion of the Authority; the successful proposer will be the one that the Authority deems to be the most qualified, best value, or some combination thereof.
- B. Cost elements shall be considered, but need not be the sole or primary determining factor. These elements may include, but are not limited to, any or all of the following:
  - 1. Design Fees
  - 2. Preconstruction Fees
  - 3. Design-Builder Fee
  - 4. Construction Costs
  - 5. General Conditions Fees
  - 6. Subcontractor Markup
  - 7. Labor Rate with Markup
    - a. Raw Hourly
    - b. Lump Sum
  - 8. Total Project Costs
  - 9. Guaranteed Maximum Price ("GMP")
- C. Other factors that may be considered include:
  - 1. the general reputation, industry experience, and financial capacity of the Private Entity;
  - 2. the proposed design of the Qualifying Project;
  - 3. the eligibility of the facility for accelerated selection, review, and documentation of timelines under the Authority's guidelines;
  - 4. local citizen and government comments;
  - 5. benefits to the public;

## PUBLIC-PRIVATE EDUCATION FACILITIES AND INFRASTRUCTURE GUIDELINES

6. the Private Entity's compliance with a minority business enterprise participation plan or good faith effort to comply with the goals of such plan;
  7. the Private Entity's plans to employ local contractors and residents or self perform; and,
  8. other criteria that the Authority deems appropriate.
- D. After negotiations have been conducted with proposer so selected, the public body shall select the proposer which, in its opinion, has made the best proposal, and shall award the contract to that proposer. Should the Authority determine in its sole discretion that only one proposer is fully qualified, or that one proposer is clearly more highly qualified than the others under consideration, it must document this in writing and a contract may be negotiated and awarded to that proposer.
- E. The Authority hereby declares its policy to facilitate the participation of small businesses and businesses owned by women and minorities in PPEA transactions. This policy includes cooperation with the Department of Minority Business Enterprise, the United States Small Business Administration, and other public or private agencies.
- F. The following items shall be considered in the evaluation and selection of PPEA proposals:
1. Qualifications and Experience:
    - a. Factors to be considered in either phase of the Authority's review to determine whether the proposer possesses the requisite qualifications and experience should include:
      - i. Experience with similar projects;
      - ii. Demonstration of ability to perform work;
      - iii. Leadership structure;
      - iv. Project Managers' experience;
      - v. Management approach;
      - vi. Financial condition; and
      - vii. Project ownership.
  2. Project Characteristics:
    - a. Factors to be considered in determining the project characteristics include:
      - i. Project definition;
      - ii. Proposed project schedule;
      - iii. Operation of the project;
      - iv. Technology; technical feasibility;
      - v. Conformity to laws, regulations, and standards;
      - vi. Environmental impacts;
      - vii. Condemnation impacts;
      - viii. State and local permits; and



## PUBLIC-PRIVATE EDUCATION FACILITIES AND INFRASTRUCTURE GUIDELINES

- ix. Maintenance of the project.
- 3. Project Financing:
  - a. Factors to be considered in determining whether the proposed project financing allows adequate access to the necessary capital to finance the project include:
    - i. Cost and cost benefit to the Authority;
    - ii. Financing and the impact on the debt or debt burden of the Authority;
    - iii. Financial plan;
    - iv. Estimated cost;
    - v. The identity, credit history, past performance of any third party that will provide financing for the project and the nature and timing of their commitment, as applicable;
    - vi. Such other items as the Authority deems appropriate; and
    - vii. Life-cycle cost analysis.
  - b. In the event that any project is financed through the issuance of obligations that are deemed to be tax-supported debt of the Authority, or if financing such a project may impact the Authority's debt rating or financial position, the Authority may select its own finance team, source, and financing vehicle.
- 4. Project Benefit and Compatibility:
  - a. Factors to be considered in determining the proposed projects compatibility with the appropriate local or regional comprehensive or development plans include:
    - i. Community benefits;
    - ii. Community support or opposition, or both;
    - iii. Public involvement strategy;
    - iv. Compatibility with existing and planned facilities; and
    - v. Compatibility with local, regional, and states economic development efforts.
- 5. Other Factors:
  - a. Other facts that may be considered by the Authority in the evaluation and selection of PPEA proposals include:
    - i. The proposed cost of the Qualifying Project;
    - ii. The general reputation, industry experience, and financial capacity of the Private Entity;
    - iii. The proposed design of the Qualifying Project;
    - iv. The eligibility of the project for accelerated documentation, review, and selection;
    - v. Local citizen and government comments;
    - vi. Benefits to the public;
    - vii. The Private Entity's compliance with a minority business enterprise participation plan or good faith effort to comply with the goals of such plan;
    - viii. The Private Entity's plans to employ local contractors and residents; and
    - ix. Other criteria that the Authority deems appropriate.

## PUBLIC-PRIVATE EDUCATION FACILITIES AND INFRASTRUCTURE GUIDELINES

**Section 8. INTERIM AND COMPREHENSIVE AGREEMENTS**

A. Prior to developing or operating the Qualifying Project, the selected Private Entity shall enter into a Comprehensive Agreement with the Authority. Prior to entering a Comprehensive Agreement an Interim Agreement may be entered into that permits a Private Entity to perform compensable activities related to the project. The Authority may designate a working group responsible for negotiating any interim or Comprehensive Agreement. Any interim or Comprehensive Agreement shall define the rights and obligations of the Authority and the selected proposer with regard to the project.

1. Interim Agreement Terms:

- a. The scope of an Interim Agreement may include, but not limited to:
  - i. Project planning and Development;
  - ii. Design and engineering;
  - iii. Environmental analysis and mitigation;
  - iv. Survey;
  - v. Property and easement acquisition;
  - vi. Ascertaining the availability of financing for the proposed facility through financial and revenue analysis;
  - vii. Establish a process and timing of the negotiation of the Comprehensive Agreement;
  - viii. Any other provisions related to any aspect of the Development or Operation of a Qualifying Project that the parties may deem appropriate prior to the execution of a Comprehensive Agreement; and
  - ix. The Interim Agreement and supporting documents shall be sent in electronic form to the State Auditor for Public Accounts within thirty (30) days of its execution, pursuant to Virginia Code § 56-575.18.

2. Comprehensive Agreement Terms:

- a. The scope of the Comprehensive Agreement shall include, but not be limited to:
  - i. The delivery of maintenance, performance, and payment bonds or letters of credit in connection with any acquisition, design, construction, improvement, renovation, expansion, equipping, maintenance, or operation of the Qualifying Project;
  - ii. The review of plans and specifications for the Qualifying Project by the Authority;
  - iii. The rights of the Authority to inspect the Qualifying Project to ensure compliance with the Comprehensive Agreement;
  - iv. The maintenance of a policy or policies of liability insurance or self-insurance reasonably sufficient to insure coverage of the project and the tort liability to the public and employees and to enable the continued operation of the Qualifying Project;



## PUBLIC-PRIVATE EDUCATION FACILITIES AND INFRASTRUCTURE GUIDELINES

- v. The monitoring of the practices of the Private Entity by the Authority to ensure proper maintenance;
  - vi. The terms under which the Private Entity will reimburse the Authority for services provided;
  - vii. The policy and procedures that will govern the rights and responsibilities of the Authority and the Private Entity in the event that the Comprehensive Agreement is terminated or there is a Material Default by the Private Entity including the conditions governing assumption of the duties and responsibilities of the Private Entity by the Authority and the transfer or purchase of property or other interests of the Private Entity by the Authority;
  - viii. The terms under which the Private Entity will file appropriate financial statements on a periodic basis;
  - ix. The mechanism by which User Fees, Lease Payments, or Service Payments, if any, may be established from time to time upon agreement of the parties. Any payments or fees shall be set at a level that are the same for persons using the facility under like conditions and that will not materially discourage use for the Qualifying Project;
    - a) A copy of any Service Contract shall be filed with the Authority.
    - b) A schedule of the current User Fees or Lease Payments shall be made available by the Private Entity to any member of the public upon request.
    - c) Classifications according to reasonable categories for assessment of User Fees may be made.
  - x. The terms and conditions under which the Authority may contribute resources, if any, for the Qualifying Project;
  - xi. The terms and conditions under which existing site conditions will be assessed and addressed, including identification of the responsible party for conducting the assessment and taking necessary remedial action;
  - xii. The terms and conditions under which the Authority will be required to pay money to the Private Entity and the amount of any such payments for the project; and
  - xiii. Other requirements of the PPEA.
  - b. Any changes in the terms of the interim or Comprehensive Agreement as may be agreed upon by the parties from time to time shall be added to the interim or Comprehensive Agreement by written amendment.
  - c. The Comprehensive Agreement may provide for the Development or Operation of phases or segments of a Qualifying Project. The Comprehensive Agreement and supporting documents shall be sent in electronic form to the State Auditor for Public Accounts within thirty (30) days of its execution, pursuant to Virginia Code §§ 56-575.9(F) and 56-575.18.
3. Public Hearing during proposal review process; notice and posting requirements.

**PUBLIC-PRIVATE EDUCATION FACILITIES AND INFRASTRUCTURE GUIDELINES**

- a. At least thirty (30) days prior to entering into an interim or Comprehensive Agreement, the Authority shall hold a public hearing on the proposals that have been received.
  - b. Once the negotiation phase for the Development of an interim or a Comprehensive Agreement is complete and a decision to award has been made by the Authority, the Authority shall post the proposed agreement in the following manner:
  - c. Posting shall be on the Authority's website or by publication, in a newspaper of general circulation in the area which the contract work is to be performed, of a summary of the proposals and the location where copies of the proposals are available for public inspection. Posting may also be on the Department of General Services web-based electronic procurement program commonly known as "eVA," in the discretion of the Authority.
  - d. At least one copy of the proposals shall be made available for public inspection. Trade secrets, financial records or other records of the Private Entity excluded from disclosure under the provisions of subdivision 11 of § 2.2-3705.6 shall not be required to be posted, except as otherwise agreed to by the Authority and the Private Entity.
  - e. Any such studies and analyses considered by the Authority in its review of a proposal shall be disclosed to the Appropriating Body at some point prior to the execution of an interim or Comprehensive Agreement.
- B. The Authority shall submit any interim or Comprehensive Agreement to the Appropriating Body to review a proposed interim or Comprehensive Agreement at least sixty (60) days prior to execution.

**Section 9. GOVERNING PROVISIONS**

In the event of any conflict between these guidelines and the PPEA, the terms of the PPEA shall control.

**Section 10. TERMS AND DEFINITIONS**

- A. "Affected Local Jurisdiction" means any county, city, or town in which all or a portion of a Qualifying Project is located.
- B. "Appropriating Body" means the body responsible for appropriating or authorizing funding to pay for a Qualifying Project.
- C. "Comprehensive Agreement" means the Comprehensive Agreement between the Private Entity and the Authority that is required prior to the Development or operation of a Qualifying Project.
- D. "Conceptual Proposal" means the proposal submitted at the Conceptual Stage.

## PUBLIC-PRIVATE EDUCATION FACILITIES AND INFRASTRUCTURE GUIDELINES

- E. "Conceptual Stage" means the initial phase of project evaluation when the Public Entity makes a determination whether the proposed project serves a public purpose, meets the criteria for a Qualifying Project, assesses the qualifications and experience of a Private Entity proposer, reviews the project for financial feasibility, and warrants further pursuit.
- F. "Cost-Benefit Analysis" means an analysis that weighs expected costs against expected benefits in order to choose the best option. For example, a city manager may compare the costs and benefits of constructing a new office building to those of renovating and maintaining an existing structure in order to select the most financially advantageous option.
- G. "Detailed Proposal" means the proposal submitted at the Detailed Stage.
- H. "Detailed Stage" means the second phase of project evaluation where the Public Entity
- I. has completed the Conceptual Stage and accepted the proposal and may request additional information regarding a proposed project prior to entering into competitive negotiations with one or more private entities to develop an interim or Comprehensive Agreement.
- J. "Develop" or "Development" means to plan, design, develop, finance, lease, acquire, install, construct, or expand.
- K. "Interim Agreement" means an agreement between a Private Entity and the Authority that provides for phasing of the Development or operation, or both, of a Qualifying Project. Such phases may include, but are not limited to, design, planning, engineering, environmental analysis and mitigation, financial and revenue analysis, or any other phase of the project that constitutes activity on any part of the Qualifying Project.
- L. "Lease Payment" means any form of payment, including a land lease, by a Public Entity to the Private Entity for the use of a Qualifying Project.
- M. "Lifecycle Cost Analysis" means an analysis that calculates cost of an asset over its entire life span and includes the cost of planning, constructing, operating, maintaining, replacing, and when applicable, salvaging the asset. Although one proposal may have a lower initial construction cost, it may not have the lowest lifecycle cost once maintenance, replacement, and salvage value is considered.
- N. "Material Default" means any default by the Private Entity in the performance of its duties that jeopardizes adequate service to the public from a Qualifying Project.
- O. "Operate" means to finance, maintain, improve, equip, modify, repair, or operate.
- P. "Opportunity Cost" means the cost of passing up another choice when making a decision or the increase in costs due to delays in making a decision.
- Q. "Private Entity" means any natural person, corporation, general partnership, limited liability company, limited partnership, joint venture, business trust, public benefit corporation, nonprofit entity, or other business entity.
- R. "Public Entity" means the Commonwealth and any agency or authority thereof, any county, city or town and any other political subdivision of the Commonwealth, any public body politic and corporate, or any regional entity that serves a public purpose.

## PUBLIC-PRIVATE EDUCATION FACILITIES AND INFRASTRUCTURE GUIDELINES

- S. "Qualifying Project" means (i) any education facility, including, but not limited to a school building, any functionally related and subordinate facility and land of a school building (including any stadium or other facility primarily used for school events), and any depreciable property provided for use in a school facility that is Operated as part of the public school system or as an institution of higher education; (ii) any building or facility that meets a public purpose and is developed or Operated by or for any Public Entity; (iii) any improvements, together with equipment, necessary to enhance public safety and security of buildings to be principally used by a Public Entity; (iv) utility and telecommunications and other communications infrastructure; (v) a recreational facility; (vi) technology infrastructure and services, including, but not limited to,
- T. telecommunications, automated data processing, word processing and management information systems, and related information, equipment, goods and services; (vii) any technology, equipment, or infrastructure designed to deploy wireless broadband services to schools, businesses, or residential areas; (viii) any services designed to increase the productivity or efficiency through the use of technology or other means; (ix) any improvements necessary or desirable to any unimproved locally- or state-owned real estate; or (x) any solid waste management facility that produces electric energy derived from solid waste.
- U. "Responsible Public Entity" means a Public Entity that has the power to develop or Operate the applicable Qualifying Project. The Authority is such an Entity.
- V. "Revenues" means all Revenues, income, earnings, User Fees, Lease Payments, or other Service Payments arising out of or in connection with supporting the Development or operation of a Qualifying Project, including without limitation, money received as grants or otherwise from the United States of America, from any Public Entity, or from any agency or instrumentality of the foregoing in aid of such facility
- W. "Service Contract" means a contract entered into between a Public Entity and the Private Entity pursuant to § 56-575.5.
- X. "Service Payments" means payments to the Private Entity of a Qualifying Project pursuant to a Service Contract.
- Y. "State" means the Commonwealth of Virginia.
- Z. "User Fees" mean the rates, fees, or other charges imposed by the Private Entity of a Qualifying Project for use of all or a portion of such Qualifying Project pursuant to the Comprehensive Agreement pursuant to § 56-575.9.

**Section 11. REVISIONS**

- A. This policy was approved and adopted by the Authority's Board of Directors on April 23, 2013.
- B. The policy was modified with an approval date of May 28, 2013 and an effective date of May 29, 2013.
- C. July 17, 2013: This policy number was changed from 4.45 to 10.45.

Chapter: Financial  
Document Number: 10.45  
Page 22 of 22

Issue (Effective) Date: ~~May 29, 2013~~  
Approval Date: ~~May 28, 2013~~  
Approved By: Board of Directors

PUBLIC-PRIVATE EDUCATION FACILITIES AND INFRASTRUCTURE GUIDELINES

D. This policy was modified as follows:

1. Approved August XX, 2020, effective August XX, 2020:

- a. Virginia Code Section references were updated in Sections 5 and 6.
- b. Section 6 was modified to update digital and paper submission requirements.



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## RESOLUTION

2020-08.03

### PPEA Guidelines Policy 10.45 Revisions

At a regular meeting of the Bedford Regional Water Authority ("Authority") Board of Directors, held in the Board Meeting Room at the Authority's Administrative Annex Building on the 18th of August 2020, beginning at 7:00 p.m.

**WHEREAS**, the Bedford Regional Water Authority (the "Authority") is a public service authority formed and existing in accordance with the provisions of Chapter 51 of Title 15.2 of the Code of Virginia, 1950, as amended, the Virginia Water and Waste Authorities Act §§ 15.2-5100-15.2-5159 (the "Act"); and,

**WHEREAS**, the Authority desires to have a comprehensive set of policies governing the manner in which the Authority conducts its regular business, and the Authority directs that these policies be grouped together into an operating policy manual; and,

**WHEREAS**, the Engineering department has consulted with legal counsel and thereby proposed changes to Policy 10.45 – Public-Private Education Facilities and Infrastructure (PPEA) Guidelines; now,

**THEREFORE, BE IT RESOLVED** by the Board of Directors of the Bedford Regional Water Authority that the changes to the above noted policy be hereby adopted by the Authority.

Member \_\_\_\_\_ made a motion to approve this resolution.

Member \_\_\_\_\_ seconded the motion.

Board Member Votes: \_\_\_Aye, \_\_\_Nay, \_\_\_Abstain

## CERTIFICATION

The undersigned secretary of the Bedford Regional Water Authority does hereby certify that the foregoing is a true, complete, and correct Resolution adopted by a vote of a majority of the Directors of the Bedford Regional Water Authority, present at a regular meeting of the Board of Directors of the Bedford Regional Water Authority duly called and held August 18, 2020 at which a quorum was present and acting throughout, and that the same has not been amended or rescinded and is in full force and effect as of the date of the above mentioned meeting.

(SEAL)

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Brian M. Key, Secretary,  
Bedford Regional Water Authority



# RESOLUTION MEMORANDUM

**To:** BRWA Board of Directors  
**From:** Rhonda English; Director of Engineering  
**Date:** August 11, 2020  
**Re:** Resolution 2020-08.04 – Use of PPEA for Ivy Creek and 460 Pump Station Project

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The information below and resolution attached are provided for compliance with the Authority's PPEA Guidelines Policy 10.45.

## **Utilizing PPEA Guidelines versus Standard Procurement**

The PPEA policy requires written determination that following the PPEA guidelines “*is likely to be advantageous to the Authority and the public based upon either (i) the probable scope, complexity or priority of need, (ii) the risk sharing including guaranteed cost or completion guarantees, added value or debt or equity investments proposed by the Private Entity, or (iii) increase in funding, dedicated revenue or other economic benefit that would otherwise not be available.*” It is staff's determination that both items (i) and (ii) are met for the Ivy Creek Sewer and Route 460 Pump Station project.

Pending funding availability, following the PPEA guidelines will best enable the Authority to complete the Ivy Creek Divisions 5 and 6 interceptors in a more prompt manner in effort to provide capacity for increased sewer service to the Forest area in the shortest timeframe. Advantages of utilizing these guidelines include the ability to address costs and associated funding needs at an early stage in the project, work with the selected group in finding and sharing risk of short-term capacity solutions, and obtain the assistance from the selected group for permitting, easements, and other administrative needs of the project.

Using the PPEA guidelines for the Route 460 Pump Station will allow the benefit of creativity and value engineering by the selected group to construct a station that meets the Authority's needs within the available budget.

## **Determination of Qualifying Project**

The PPEA policy also requires the use of qualified professionals, “*not otherwise employed by the Authority, to provide independent analysis regarding the specifics, advantages, disadvantages, and the long and short-term costs of any request by a Private Entity for approval of a Qualifying Project unless the Board of Directors of the Authority determines that such analysis of a request by a Private Entity for approval of a Qualifying Project shall be performed by Authority employees.*” This requirement was met prior to the receipt of the unsolicited PPEA proposal for both the Ivy Creek Interceptor and Route 460 Pump Station through third party studies, including the 2009

**To:** BRWA Board of Directors  
**From:** Rhonda English; Director of Engineering  
**Date:** August 11, 2020  
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Water and Sewer Master Plan completed by Draper Aden, amended by BRWA in 2013; the 2019 Davenport financial study, and the 2020 Ivy Creek Divisions 5 and 6 PER. The Route 460 Pump Station meets these requirements as it was designed and funded as part of the Smith Mountain Lake water treatment plant and waterlines project

Please see the following resolution for your consideration.





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## RESOLUTION

2020-08.04

### Use of PPEA for Ivy Creek and 460 Pump Station Project

At a regular meeting of the Bedford Regional Water Authority ("Authority") Board of Directors, held in the Board Meeting Room at the Authority's Administrative Annex Building on the 18th of August 2020, beginning at 7:00 p.m.

**WHEREAS**, the Board of Directors authorized acceptance of unsolicited proposals for the Ivy Creek Interceptor, Divisions 5 and 6, and the Route 460 Pump Station ("Project") under the Authority's policy Document 10.45 – Public-Private Education Facilities and Infrastructure Guidelines ("Policy") on April 21, 2020 through Resolution 2020-04.05; and,

**WHEREAS**, the Authority staff have reviewed proposals for the Project and made determination that following the Policy for procurement of this Project is advantageous to the Authority due to priority of need, guaranteed cost, and complexity of the Project; and,

**WHEREAS**, the Ivy Creek Interceptor was recommended as part of the Water and Sewer Master Plan completed by Draper Aden Associates in February 2009; and,

**WHEREAS**, the Ivy Creek Interceptor was identified in the Capital Funding Capacity Study completed by Davenport & Company and presented to the Board of Directors on January 21, 2020; and,

**WHEREAS**, the Ivy Creek Interceptor was further reviewed in the Ivy Creek Divisions 5 and 6 PER completed by Wiley|Wilson in February 2020; now,

**THEREFORE, BE IT RESOLVED** by the Board of Directors of the Bedford Regional Water Authority authorize the Director of Engineering to proceed with procuring Divisions 5 and 6 of the Ivy Creek Interceptor and the Route 460 Pump Station project using the Authority's Public-Private Education Facilities and Infrastructure Guidelines policy 10.45.

Member \_\_\_\_\_ made a motion to approve this resolution.

Member \_\_\_\_\_ seconded the motion.

Board Member Votes: \_\_\_Aye, \_\_\_Nay, \_\_\_Abstain

## CERTIFICATION

The undersigned secretary of the Bedford Regional Water Authority does hereby certify that the foregoing is a true, complete, and correct Resolution adopted by a vote of a majority of the Directors of the Bedford Regional Water Authority, present at a regular meeting of the Board of Directors of the Bedford Regional Water Authority duly called and held August 18, 2020 at which a quorum was present and acting throughout, and that the same has not been amended or rescinded and is in full force and effect as of the date of the above mentioned meeting.

(SEAL)

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Brian M. Key, Secretary,  
Bedford Regional Water Authority

# **EXECUTIVE DIRECTOR'S REPORT**

# Agenda

## 1. Forest Sewer Capacity

- a. History of Lift Stations
- b. Planning for Upgrades
- c. Existing Capacities
- d. Proposed Project
- e. Financials
- f. Summary

## 2. Broadband Partnership

## 3. Montvale Sewer

## 4. Burnbridge Sewer

## 5. Question and Answers

# **LEGAL COUNSEL REPORT**

Memo: August 18, 2020  
From: Sam Darby  
To: Board of Directors Bedford Regional Water Authority  
Re: Monthly Counsel Report

1. Virginia Resources Authority request for a legal opinion from Glenn Feldmann Darby & Goodlatte.

We have rendered our opinion. The Authority needs now to approve, execute and deliver the Amendments to the Financing Agreements. This project will then be complete.

2. Indemnity and Insurance coverage for a Minor Easement.

The Authority is negotiating a minor easement with Mariners Landing Country Club LLC and we were asked to negotiate the terms of the indemnity and a liability insurance sections. While unusual (and maybe unnecessary), Mariners was asking that the Authority indemnify it and provide liability insurance to cover any possible claim that might arise related to the easement. I worked with Mariner's Roanoke-based lawyer to negotiate away the indemnity section and revise the insurance section to be consistent with the Authority's coverage provided by the Virginia Risk Sharing Association (formerly Virginia Municipal League).

3. Joint Meeting Board of Supervisors and Bedford Regional Water Authority.

I attended the Joint Meeting with the Board of Supervisors August 10 and was impressed not only with Brian's presentation but with the high regard the BOS has for the BRWA. It hasn't always been that way.