



BOARD OF DIRECTORS

September 15th, 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



1723 Falling Creek Road
Bedford, VA 24523-3137
(540) 586-7679 (phone)
(540) 586-5805 (fax)
www.brwa.com

MEETING NOTES

To: BRWA Board of Directors
From: Brian M. Key, PE; Executive Director
Date: September 10, 2020
Re: Notes for the September 15, 2020 Board of Directors Meeting

We only have one action item on the agenda, and the majority of the agenda is then related to our standard reports. Below are some details about a few of the corresponding agenda items.

- 5.a. Our financials are looking pretty good for the beginning of the year, especially considering the impacts from Coronavirus. We are planning for a Finance Committee meeting on November 10, and one of the agenda items will be to review the impact of COVID and decide if any changes are to be made to planned expenditures.
- 5.b. **Resolution 2020-09.01:** Bond Resolution: As was discussed at the August 2020 board meeting, this resolution is for the bond issuance related to the energy savings project (ESCO).
- 8.b. The Board of Supervisors will be discussion the Forest Sewer capacity issue at a work session on Monday night 9/14; Bob Flynn and I plan to attend, and will report to the board at this BRWA board meeting.
- 8.c. There have been many delays related to the antenna installation at the New London Tank, with none of them due to any new requirements from the BRWA; I would like to summarize these delays to the Board in order to keep you fully informed.

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: September 10, 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, September 15, 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/85121889910?pwd=MzVjbEMvOVdvcE5ZdEZRZS92Rjc0dz09>
 - Meeting ID: 851 2188 9910
 - Password: 1tbiZ0
- Join the Zoom meeting with **audio only** by phone:
 - Phone Numbers:
 - 470-250-9358
 - 470-381-2552
 - 786 635 1003
 - 267 831 0333
 - Meeting ID: 851 2188 9910
 - Password: 470127
- Click on the link to the online meeting on our Facebook page or website
 - 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: August 18, 2020 – Regular Board Meeting
5. Financial Report: Presented by Jill Underwood
 - a. Financial Highlights for August 2020
 - b. Resolution 2020-09.01 – Bond Resolution
6. Operations Report: Presented by Nathan Carroll

To: Board of Directors
From: Brian Key – Executive Director
Date: September 10, 2020
Re: Notice of Board Meeting and Agenda



-
- a. Work Order Summary
 7. Administration Report: Presented by Megan Aubrey
 - a. Public Relations Information
 8. Executive Report: Presented by Brian Key
 - a. Projects Summary
 - b. Review of Supervisor's September 14, 2020 Worksession
 - c. Discussion about Broadband on the New London Tank
 9. Legal Counsel Report
 10. Other business not covered on the above agenda
 11. Motion to Adjourn

MINUTES

**Bedford Regional Water Authority – Board of Directors
Regular Board Meeting – Minutes
August 18, 2020**

A regular meeting of the Board of Directors of the Bedford Regional Water Authority (“Bedford Water”) was held on Tuesday, August 18, 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
Nathan Carroll – Assistant Executive Director (virtual)
Jill Underwood – Director of Finance (virtual)
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: 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
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 Director's 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

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

There were no public comments.

4. Approval of Minutes: July 21, 2020 Regular Board Meeting

The regular Board Meeting Minutes from July 21, 2020 were reviewed.

Member Gunnoe 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

The current SCC legislation expires at the end of August; there is proposed legislation that would apply to all utilities and would put a moratorium on disconnects and would mandate a 24-month repayment plan for past due customers. The Authority is working with Department of Social Services who will be administering the CARES funding the Board of Supervisors approved for customers who need aid with their bills. CARES funding would support those who have not been able to pay their bills due to COVID-19 and whose bills were current as of March 1, 2020.

There are 504 residential accounts that are past due totaling \$136,000 and 30 businesses that are past due totaling \$9,000. This is the total past due accounts; Ms. Gunnoe requested to start seeing a split of past due accounts that were previous and post March when late fees and disconnects were paused. Past due customers are still receiving bills and reminder phone calls even though there are no late fees or disconnects. The board could choose to begin late fees again in September if the SCC does not change their standing since the Authority has been following their precedent. Ms. Gunnoe suggested that the Authority wait until the new legislation has passed before making any changes to the current disconnect process. The board generally agreed that it would prefer to start assessing late fees first, and then reinstating the disconnect process later.

b. Financial Statements through month end July 2020

Ms. Underwood reviewed some of the details pertaining to the financial reports for the period ending July 2020. The targeted budget goal for July was 8.33%; operating revenues were 10%, and operating expenditures were 5%. There were 40 new connections in July, with 38 of those in Forest, equaling \$278,000. Capital recovery fees received are 30% of the total budgeted amount, with water at 20% and sewer at 60%.

c. **Resolution 2020-08.01:** Bond Covenants

This resolution was drafted by the Authority's legal counsel, as requested by the Virginia Resources Authority and relates to Mariners Landing. In looking for a new location for a vault for Mariners Landing, an existing agreement was found for free irrigation to the Mariners Landing Association. The

Authority was able to negotiate that the base fee would be paid and the consumption would be provided free of charge in exchange for using the electrical connection to run the vault for the waterline.

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,

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.

Member Segroves made a motion to approve this resolution.

Member Gunnoe seconded the motion.

- Board Member Votes: 6 Aye, 0 Nay, 0 Abstain. The motion carried.

6. Operations Report: Presented by Nathan Carroll

a. Work Order Summary

The summary was included in the packet. No questions were asked.

b. Energy Savings Performance Contract Update by Schneider Electric Team Members

An investment grade audit with Schneider Electric was approved by the board in January 2020. Barry Wilhelm and Jason Stevens are on the project team and gave a short presentation. They reported on the schedule, original project projections, changes to the original project, and the timeline up to a notice to proceed. Due to more items needed to be replaced than originally anticipated, the Authority applied for \$4.2 in funding through Virginia Resources Authority. However, the majority of the project is still anticipated to pay for itself through energy cost savings

7. Administration Report: Presented by Megan Aubrey

a. Public Relations Information

Ms. Aubrey reviewed the articles included in the board packet.

Mr. Key also added that he reported at the Smith Mountain Lake Association board meeting that fluoride is now being added to the water distribution system; several members of the SMLA board commented that they were happy to hear about the addition of fluoride.

8. Engineering Report: Presented by Rhonda English

a. Projects Summary

The summary was included in the packet. Two projects are going to the planning commission at the September meeting that coincides with the board meeting's date and will cause Ms. English not to be able to attend the next board meeting.

b. Resolution 2020-08.02: Montvale Sewer Authorization

This resolution is 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.

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 Segroves made a motion to approve this resolution.

Member Siehien seconded the motion.

Board Member Votes: 6 Aye, 0 Nay, 0 Abstain. The motion carried.

c. **Resolution 2020-08.03: PPEA Guidelines Policy 10.45 Revisions**

This resolution is 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.

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 Siehien made a motion to approve this resolution.

Member Moldenhauer seconded the motion.

Board Member Votes: 6 Aye, 0 Nay, 0 Abstain. The motion carried.

d. **Resolution 2020-08.04: Use of PPEA for Ivy Creek Sewer and 460 Pump Station**

The PPEA Guidelines Policy 10.45 requires a written statement and resolution regarding the benefit of using the PPEA guidelines for a project over standard procurement. This statement was included in the board packets for the Ivy Creek Interceptor and Route 460 Pump Station. No questions were asked by the board.

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 Moldenhauer made a motion to approve this resolution.

Member Siehien seconded the motion.

Board Member Votes: 6 Aye, 0 Nay, 0 Abstain. The motion carried.

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

a. Review of August 10, 2020 Work Session

The work session in August focused on the Forest sewer capacity. The Board of Supervisors has asked Mr. Flynn and Mr. Key attend another work session in September to discuss the project in more detail. Mr. Flynn asked the board to contact him with any questions they would like brought to this meeting.

10. Legal Counsel Report

Mr. Darby reviewed the amendments to the financial agreements. Mr. Darby worked with Mariners Landing Country Club LLC for the easement for the vault. They have asked for indemnity and insurance coverage by providing a certificate of insurance. The indemnity question has been negotiated and worked out with the Authority's insurance provider (VRSA). Mr. Darby also attended the August work session and was complimentary on Mr. Key's presentation.

Mr. Moldenhauer echoed Mr. Darby's compliments of Mr. Key.

11. Other Business

There was no other business discussed.

12. Motion to Adjourn:

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

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

The meeting adjourned at approximately 8:10pm.

Prepared by Megan Aubrey – Director of Administration
Approved: _____ 2020

FINANCIAL REPORT



1723 Falling Creek Road
Bedford, VA 24523-3137
(540) 586-7679 (phone)
(540) 586-5805 (fax)
brwa@brwa.com

MEMORANDUM

To: BRWA Board of Directors
From: Jill W. Underwood, Director of Finance
Date: September 8, 2020
Re: Financial Highlights for August 2020

Customer Service Statistical Report:

We will begin assessing late charges in October and plan to begin disconnects in November. The current SCC utility disconnection expires on September 14th and the General Assembly is currently reviewing legislation that would create a disconnection moratorium with a 12 month repayment plan that would apply to municipal utilities.

There are currently 360 customers that are past due, totaling \$106,329. As of March 1, 2020 there were 121 customers totaling \$36,482 that were in good standing. The remaining 239 customers had a past due balance prior to COVID-19.

Summary of Revenues & Expenses:

- 1) Budget goal is 16.67% for the month of August. Revenues are at 21% and expenses are at 13%.
- 2) Capital Recovery fees received so far this FY are 39% of the total budgeted amount, with water at 29% and sewer at 69%. There were 23 new connections in Forest during August.
- 3) There are several expense categories that are paid either quarterly or annually; thus skewing the %'s.
- 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.

Audit update:

The audit fieldwork is mostly complete and work is being done on the final report.

Tracking Data for Customer Service Department

Description	September '19	October '19	November '19	December '19	January '20	February '20	March '20	April '20	May '20	June '20	July '20	August '20	Running 12 Month Totals
1 Statements Mailed	14,943	14,870	14,490	14,511	14,491	14,466	14,551	14,600	15,017	15,091	15,149	15,179	177,358
2 Statements Sent Electronically	1,340	1,380	1,460	1,422	1,427	1,479	1,518	1,552	1,613	1,675	1,712	1,743	18,321
3 Total of Payments Received	11,919	13,171	11,450	13,035	12,507	12,203	12,695	12,456	11,757	13,019	12,372	12,986	149,570
4 Received	\$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	\$1,411,137.42	\$14,827,239.03
5 Bill Payer Payments	2,438	2,686	2,355	2,619	2,590	2,432	2,588	2,600	2,516	2,698	2,668	2,642	30,832
6	\$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	\$197,183.61	2,001,275
7	20.5%	20.4%	20.6%	20.1%	20.7%	19.9%	20.4%	20.9%	21.4%	20.7%	21.6%	20.3%	20.6%
8 Paymentus Payments	2,058	2,141	2,140	2,098	2,248	2,214	2,049	2,216	1,982	2,150	2,189	2,209	25,694
9	\$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	\$209,415.28	\$2,285,464.54
10	17.3%	16.3%	18.7%	16.1%	18.0%	18.1%	16.1%	17.8%	16.9%	16.5%	17.7%	17.0%	17.2%
11 Automatic Draft Payments (ACH)	1,532	1,545	1,552	1,571	1,577	1,592	1,603	1,620	1,629	1,692	1,701	1,705	19,319
12	\$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	\$118,811.43	\$1,218,475.64
13	12.9%	11.7%	13.6%	12.1%	12.6%	13.0%	12.6%	13.0%	13.9%	13.0%	13.7%	13.1%	12.9%
14 Account Transfers	127	135	124	135	113	127	130	134	136	167	205	174	1,707
15 New Customers	526	14	11	11	28	16	22	16	14	38	37	23	756
16 Disconnects for Non-payment	44	40	56	54	55	34	19	-	-	-	-	-	302
17 Customers Still Off for Non-Payment	6	8	11	12	5	7	-	-	-	-	-	-	49
18 Repeat Disconnected Customers	9	11	16	21	9	6	5	-	-	-	-	-	77
19 Meters Read - Normal and Transfer Readings	13,892	14,258	14,222	14,230	14,253	14,264	14,277	14,289	14,315	14,334	14,363	14,369	171,066
20 Radio Read Meters	11,598	11,749	11,827	11,863	11,935	12,103	12,341	12,515	12,595	12,727	12,771	12,781	146,805
21 Manually Read Meters	2,294	2,509	2,395	2,367	2,318	2,161	1,936	1,774	1,720	1,607	1,592	1,592	24,265
22 Tower Read Meters	1,964	984	716	1,019	1,086	910	1,054	1,071	1,283	1,037	1,002	950	13,076
23 New Meter Installs	25	3	2	1	21	6	9	11	7	22	22	11	140
24 Broken Meters Replaced	11	11	6	25	5	12	5	13	-	4	2	1	95
25 Meters Changed - Program	61	125	85	28	49	173	209	150	78	108	10	1	1,077
26 Connections paid for but not installed	699	685	279	280	287	289	290	286	281	291	300	303	N/A
27 Remaining Developer's Credits	\$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	\$368,484.01	N/A
28 Bulk Water Sales - New London (Gallons)	27,400	41,825	8,325	6,324	7,315	1,410	14,969	58,475	23,485	82,673	42,738	-	314,939
29 Bulk Water Sales - Moneta (Gallons)	25,970	30,140	3,458	-	4,250	600	2,700	8,610	12,200	40,480	6,000	-	134,408
30 Bulk Water Sales - Central Distr (Gallons)	2,000	3,400	-	-	8,800	3,000	-	-	400	-	28,700	3,900	50,200
31 Total Bulk Water Sales	\$299.00	\$406.97	\$63.63	\$34.15	\$109.97	\$27.05	\$95.41	\$362.26	\$194.86	\$665.03	\$418.17	\$21.06	\$2,697.55

Bedford Regional Water Auth.
Balance Sheet
For the Two Months Ending Monday, August 31, 2020

		<u>7/1/2020</u> <u>Beginning</u>	<u>Aug 2020</u> <u>Actual</u>
ASSETS			
1000:1000	Cash	\$5,993,484.61	\$6,619,975.53
1001	Restricted Investments	8,116,166.66	8,672,209.54
1002:1002	Prepaid Expenses	581,201.19	581,201.19
1101:1101	Accounts Receivable	1,516,170.75	1,748,605.68
1102	Accounts Receivable Other	33,439.18	26,399.70
1200	Inventory	488,551.59	527,481.02
1202	Loan Related Assets	3,934.66	3,934.66
1250	Construction In Progress	97,742.21	175,411.30
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		18,107.40
1900	Depreciation	<u>(64,747,719.17)</u>	<u>(64,747,719.17)</u>
	Total assets	<u>123,172,769.62</u>	<u>124,715,404.79</u>
LIABILITIES			
2000	Accounts Payable	(219,653.13)	(337,150.06)
2001	Customer Liabilities	(515,437.37)	(524,938.68)
2100	Employee Liabilities	(957,749.26)	(884,642.25)
2200	Notes Payable	(42,136,044.92)	(42,019,387.42)
2300	Developer Credits	(420,669.01)	(420,669.01)
2900	Equity	(41,000.00)	(41,000.00)
2999	Retained Earnings	<u>(78,882,215.93)</u>	<u>(78,882,215.93)</u>
	Total liabilities	<u>(123,172,769.62)</u>	<u>(123,110,003.35)</u>
	Operating Surplus/ (Loss)		1,605,401.44

Bedford Regional Water Auth.
Balance Sheet
For the Two Months Ending Monday, August 31, 2020

		<u>7/1/2020</u>	<u>Aug 2020</u>
		<u>Beginning</u>	<u>Actual</u>
ASSETS			
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	2,766,224.08
1000-0004	Cash Drawer	225.00	225.00
1000-0011	LGIP Operating Reserves Fund	322,251.36	322,346.12
1000-1000	VA Investment Pool-Capital Projects Reserve	2,498,188.70	2,499,454.92
1000-2000	VA Investment Pool- Operating Reserves	1,035,951.79	1,036,476.84
1000-0005	Cash Suspense Account (for F.A.)		(5,118.00)
	Total Cash	<u>5,993,484.61</u>	<u>6,619,975.53</u>
Restricted Investments:			
1001-0001	Deposit Refund Program Fund	359,661.65	359,661.65
1001-0010	Debt Service Accumulation Fund	1,705,687.91	2,105,719.54
1001-0020	Reserve for future capital projects	662,705.67	662,768.60
1001-0021	County Funds for New Projects	229,925.42	233,808.73
1001-0022	SML WTF Depreciation Fund W/WWA	252,079.10	252,081.24
1001-0023	BRWA Cell Tower Funds	240,538.75	246,363.72
1001-0024	SML WTF Depreciation Fund- BRWA portion	252,065.18	252,067.31
1001-0025	Vehicle and Equipment Replacement Fund	295,493.54	337,277.54
1001-0030	Information Systems Replacement Fund	157,872.83	167,872.83
1001-0035	Meter Replacement Fund	318,719.33	369,394.33
1001-0040	Sewerline Replacement Fund	558,195.16	574,861.16
1001-0045	Waterline Replacement Fund	522,165.92	548,831.92
1001-0050	Tank Rehab	237,996.00	237,996.00
1001-1010	VA Investment Pool- Reserve Fund	450,171.30	450,616.07
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
	Total Restricted Investments	<u>8,116,166.66</u>	<u>8,672,209.54</u>
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
	Total Prepaid Expenses	<u>581,201.19</u>	<u>581,201.19</u>
Accounts Receivable:			
1101-1000	Billings Receivable Water	974,292.46	1,111,485.93
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	766,132.89
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	39,217.07
1101-4002	Payment Arrangement AR- Water	(154.96)	(154.96)
1101-4003	Sewer Penalties A/R	25,136.10	24,984.55
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	91,979.00
1101-5002	Returned Check A/R	784.75	868.80

Bedford Regional Water Auth.
Balance Sheet
For the Two Months Ending Monday, August 31, 2020

		<u>7/1/2020</u> <u>Beginning</u>	<u>Aug 2020</u> <u>Actual</u>
1101-5003	Sewer Facility Fees A/R	55,627.78	55,627.78
1101-5005	Reconnect Fee A/R	27,058.15	27,008.15
1101-6000	Water Account Charge A/R	10,552.03	9,827.03
1101-6003	Sewer Account Charges A/R	6,168.09	5,418.09
1101-7001	Water Deposits A/R	3,393.56	3,683.56
1101-7003	Sewer Deposits A/R	20,712.75	20,743.75
1101-7500	Meter Base Installation Fee A/R	14,244.02	30,731.37
1101-7504	Sewer Pump Maintenance A/R	4,284.79	4,302.35
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	6,825.00
1101-7508	A/R- Industrial Pretreatment	1,541.66	1,166.66
1101-8000	Misc. Charges Receivable	(1.00)	(1.00)
1101-8002	NSF holding/clearing account	145.78	415.78
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	17,099.02
1101-7510	SGP Review and Inpections A/R		600.00
	Total Accounts Receivable	<u>1,516,170.75</u>	<u>1,748,605.68</u>
Accounts Receivable Other:			
1102-0001	Miscellaneous Accounts Receivable	33,439.18	26,399.70
	Total Accounts Receivable Other	<u>33,439.18</u>	<u>26,399.70</u>
Inventory:			
1200-0001	Maintenance Inventory	174,859.22	208,913.83
1200-0002	Meter Inventory	313,692.37	318,567.19
	Total Inventory	<u>488,551.59</u>	<u>527,481.02</u>
Loan Related Assets:			
1202-0009	VRA 2014 Cash Account (per docs)	3,934.66	3,934.66
	Total Loan Related Assets	<u>3,934.66</u>	<u>3,934.66</u>
Construction In Progress:			
1250-0353	CIP- SML WTP & Waterlines	(200,000.00)	(200,000.00)
1250-0363	BRWA Facility Master Plan & Building	44,400.11	68,400.11
1250-0381	CIP- Mariners Landing	112,595.11	112,643.90
1250-0383	CIP- Ivy Creek Sewer	45,700.00	50,454.09
1250-0389	CIP- Country Estates Waterline	77,044.49	83,146.63
1250-0391	CIP- Turkey Mtn Booster Station	18,002.50	25,697.50
1250-0386	CIP - Building Renovations		3,600.00
1250-0387	CIP- Rucker Rd. waterline project		104.99
1250-0390	CIP- SML Pump Station		7,160.00
1250-0392	Montvale Sewer (VDOT)		17,104.08
1250-0393	CIP- Bunker Hill Loop (DEQ)		7,100.00
	Total Construction In Progress	<u>97,742.21</u>	<u>175,411.30</u>
Tangible Assets- Office:			
1301-0001	Office Facilities	2,725,886.28	2,725,886.28
1301-0002	Information Systems	1,659,538.66	1,659,538.66
	Total Tangible Assets- Office	<u>4,385,424.94</u>	<u>4,385,424.94</u>
Tangible Assets - Vehicles:			
1302-0001	Vehicles and Equipment	3,367,485.04	3,367,485.04
	Total Tangible Assets - Vehicles	<u>3,367,485.04</u>	<u>3,367,485.04</u>

Bedford Regional Water Auth.
Balance Sheet
For the Two Months Ending Monday, August 31, 2020

	<u>7/1/2020</u> <u>Beginning</u>	<u>Aug 2020</u> <u>Actual</u>
Tangible Assets - Water:		
1400-1000 SML Water Treatment Facility	16,447,649.90	16,447,649.90
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
Total Tangible Assets - Water	100,146,345.04	100,146,345.04
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
Total Tangible Assets - Sewer	62,476,091.92	62,476,091.92
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
Total Intangible Assets	714,451.00	714,451.00
Fixed Asset Clearing Account:		
1801-0000 Fixed Asset Clearing Account		18,107.40
Total Fixed Asset Clearing Account		18,107.40
Depreciation:		
1900-0000 Accumulated Depreciation	(64,747,719.17)	(64,747,719.17)
Total Depreciation	(64,747,719.17)	(64,747,719.17)
Total assets	123,172,769.62	124,715,404.79
LIABILITIES		
Accounts Payable:		
2000-1000 Accounts Payable	(219,653.13)	(337,150.06)
Total Accounts Payable	(219,653.13)	(337,150.06)
Customer Liabilities:		
2001-0000 Customer Credit- Budget Billing accounts	5,068.88	5,068.88
2001-0001 Customer Credits	(234,769.82)	(237,374.17)
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)	(192,783.92)
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)	(91,868.98)
Total Customer Liabilities	(515,437.37)	(524,938.68)
Employee Liabilities:		
2100-0050 Compensated Absences Liability	(149,518.68)	(149,518.68)
2100-0060 Accrued Payroll	(106,761.48)	(0.01)
2100-0250 VRS Employee Contribution Payable	300.36	(13,415.97)
2100-0400 Net Pension Liability	(223,404.00)	(223,404.00)
2100-0450 Flexible Spending Account Payable	1.63	

Bedford Regional Water Auth.
Balance Sheet
For the Two Months Ending Monday, August 31, 2020

		<u>7/1/2020</u>	<u>Aug 2020</u>
		<u>Beginning</u>	<u>Actual</u>
2100-0500	VRS OPEB Liability	(227,000.00)	(227,000.00)
2100-0510	Local OPEB Liability	(228,807.00)	(228,807.00)
2100-0550	Health Insurance Payable- Employee Share	(24,551.55)	(22,034.85)
2100-0600	VRS Mandatory Cash Match- Hybrid	1.25	1.25
2100-0750	Optional Life Insurance Payable	342.81	521.45
2100-0800	AFLAC Withholding Payable	1,697.23	1,696.91
2100-0900	Outstanding Payables Checks	(49.83)	(49.83)
2100-0200	State Withholding Payable		(22,631.52)
	Total Employee Liabilities	<u>(957,749.26)</u>	<u>(884,642.25)</u>
Notes Payable:			
2200-0115	Current Maturities Long-Term Debt	0.40	116,657.90
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	(274,983.94)	(274,983.94)
2200-2026	VRA Series 2005 Premium	(2,107.00)	(2,107.00)
2200-2027	Series 2009 VRA Loan	(2,855,000.00)	(2,855,000.00)
2200-2028	VRA Series 2009 Premium	(165,784.98)	(165,784.98)
2200-2029	VRA 2009 Series Deferred amount of Refunding	137,400.52	137,400.52
2200-2230	Series 2012 Loan (2005 Refunding)	(3,075,000.00)	(3,075,000.00)
2200-2231	Series 2012 Premium (2005 Refunding)	(360,271.80)	(360,271.80)
2200-2232	VRA 2012 Deferred Amount on refunding	195,351.94	195,351.94
2200-2233	VRA Series 2014 Loan (2005 refunding)	(1,745,000.00)	(1,745,000.00)
2200-2234	VRA Series 2014 Premium (2005)	(154,413.52)	(154,413.52)
2200-2235	VRA 2014 Deferred Amt on Refunding	50,678.07	50,678.07
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)
	Total Notes Payable	<u>(42,136,044.92)</u>	<u>(42,019,387.42)</u>
Developer Credits:			
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)
	Total Developer Credits	<u>(420,669.01)</u>	<u>(420,669.01)</u>
Equity:			
2900-0150	Customer Contributions for Line Extensions	(41,000.00)	(41,000.00)
	Total Equity	<u>(41,000.00)</u>	<u>(41,000.00)</u>
Retained Earnings:			
2999-0000	Retained Earnings	(78,882,215.93)	(78,882,215.93)
	Total Retained Earnings	<u>(78,882,215.93)</u>	<u>(78,882,215.93)</u>
	Total liabilities	<u>(123,172,769.62)</u>	<u>(123,110,003.35)</u>
	Operating Surplus/ (Loss)		1,605,401.44

Bedford Regional Water Auth.
Summary of Revenue & Expenditures
For the Two Months Ending Monday, August 31, 2020

	<u>Month</u>	<u>FY 20-21 YTD</u>	<u>FY 20-21 Budget</u>	<u>Remaining On Budget</u>	<u>Goal: 16.67%</u>	
OPERATING REVENUE						
3000-3000 +...	Water Sales	(\$865,760.05)	(\$1,656,051.09)	(\$8,004,138.00)	(\$6,348,086.91)	21%
3100-3000:3...	Sewer Sales	(420,867.50)	(809,072.80)	(4,089,024.00)	(3,279,951.20)	20%
3902	Penalties	11.78	11.78	(70,000.00)	(70,011.78)	0%
3903-3231:3...	Account Charges	(5,200.00)	(13,350.00)	(60,000.00)	(46,650.00)	22%
3903-3240:3...	Review Fees	(3,484.64)	(6,084.64)	(53,500.00)	(47,415.36)	11%
3900-3250:3...	Interest Earned	(799.81)	(2,425.36)	(60,000.00)	(57,574.64)	4%
3903-3245:3...	Sewer Clean Outs		(2,350.00)	(7,000.00)	(4,650.00)	34%
3903-3250 +...	Meter Installation Revenues	(40,194.95)	(62,819.95)	(95,000.00)	(32,180.05)	66%
3903-3255	Industrial Pretreatment Revenue	(1,520.82)	(3,041.64)	(18,000.00)	(14,958.36)	17%
3903-3261	Rent/Meter Charges			(5,000.00)	(5,000.00)	0%
3903-3262:3...	Misc	(12,730.17)	(19,845.17)	(112,729.00)	(92,883.83)	18%
3903-3280:3...	Fixed Asset Disposals	(1,675.00)	(1,675.00)		1,675.00	0%
3901-3211:3...	Account Default Fees	(210.00)	(245.00)	(23,000.00)	(22,755.00)	1%
3201-3275 +...	Contract Reimbursements		(42,735.36)	(151,000.00)	(108,264.64)	28%
	Revenue from BRWA Operations	<u>(1,352,431.16)</u>	<u>(2,619,684.23)</u>	<u>(12,748,391.00)</u>	<u>(10,128,706.77)</u>	21%
3000-3220 +...	Capital Recovery Fees	(85,500.00)	(363,500.00)	(939,010.00)	(575,510.00)	39%
3903-3265	Cellular Antenna Site Rental-County...	(5,080.11)	(6,440.11)	(45,153.00)	(38,712.89)	14%
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%
3904-3316 +...	Contributions from WVWA	(1,948.19)	(1,948.19)		1,948.19	0%
3904-3335	Contributions for DEQ Projects		(24,000.00)		24,000.00	0%
3903-3330	SML WTF Revenue		(4.27)		4.27	0%
3904-3317	Developer Prepayments Redemptio...			(20,000.00)	(20,000.00)	0%
	Revenue from Other Sources	<u>(92,528.30)</u>	<u>(395,892.57)</u>	<u>(3,204,163.00)</u>	<u>(2,808,270.43)</u>	12%
	Total Revenue	<u>(1,444,959.46)</u>	<u>(3,015,576.80)</u>	<u>(15,952,554.00)</u>	<u>(12,936,977.20)</u>	19%
OPERATING EXPENSES						
4000 + 4002...	Salaries	288,033.05	471,778.11	4,029,628.90	3,557,850.79	12%
4010	General Office Expenses	25,816.94	31,554.73	268,467.00	236,912.27	12%
4100	Employee Benefit & Related Expens...	103,677.07	186,619.48	1,694,076.00	1,507,456.52	11%
4110	Billing Expenses	57,755.01	59,802.83	211,404.00	151,601.17	28%
4120	Information Systems Expenses	8,608.11	10,144.11	158,194.00	148,049.89	6%
4130	Adminstration Supplies			500.00	500.00	0%
4140	Customer Service Supplies			3,368.00	3,368.00	0%
4210	Engineering Expenses	3,690.32	3,690.32	81,353.00	77,662.68	5%
4220 + 4223	Operations Expenses	42.36	42.36	2,400.00	2,357.64	2%
4221	Compliance Program Supplies			8,000.00	8,000.00	0%
4222	Pretreatment Expenses	589.24	920.81	19,600.00	18,679.19	5%
4225-0100	Lab Supplies	1,587.93	1,999.04	24,000.00	22,000.96	8%
4230	Maintenance Expenses	698.26	859.20	46,402.00	45,542.80	2%
4240	Vehicles & Equipment Expenses	16,859.95	21,864.70	239,624.00	217,759.30	9%
4250	Forest Water Expenses	163,918.61	198,115.86	840,247.00	642,131.14	24%
4260	Well Systems Expenses	2,843.24	4,696.63	45,678.00	40,981.37	10%
4265	SML Central Distribution System Ex...	11,764.26	15,716.87	33,845.00	18,128.13	46%
4270	SML Treatment Expenses	1,804.96	11,389.81	33,238.00	21,848.19	34%
4330	SML WTF Expenses	33,779.02	54,878.52	501,266.00	446,387.48	11%
4275	Central Water Distribution Expenses	9,183.20	22,501.23	225,692.00	203,190.77	10%
4276	Central Water Treatment Expenses	11,054.13	14,090.17	135,189.00	121,098.83	10%
4280	Stewartsville Water Expenses	3,437.50	4,488.04	38,532.00	34,043.96	12%
4290	Forest Sewer Expenses	83,482.79	84,701.29	609,825.00	525,123.71	14%
4291	Central Sewer Collection System Ex...	8,361.13	10,814.73	318,750.00	307,935.27	3%
4293	Central Sewer Treatment Expenses	92,237.85	96,397.49	626,550.00	530,152.51	15%
4292	Moneta Sewer Collection System E...	4,965.71	5,558.35	31,800.00	26,241.65	17%
4294	Moneta Sewer Treatment Expenses	11,781.62	11,857.34	150,447.00	138,589.66	8%
4295	Montvale Sewer Expenses	3,967.47	4,387.47	29,380.00	24,992.53	15%
4340	Mariners Landing Sewer Expenses	20,373.00	20,459.00	86,770.00	86,311.00	24%
4350	Cedar Rock Sewer Expenses	7,164.51	7,194.10	26,070.00	18,875.90	28%
4300 + 4310	Schools Sewer Expenses	225.65	225.65	35,000.00	34,774.35	1%
4315	Mariners Landing Expenses	3,370.19	3,521.64	28,655.00	25,133.36	12%

Bedford Regional Water Auth.
 Summary of Revenue & Expenditures
 For the Two Months Ending Monday, August 31, 2020

	<u>Month</u>	<u>FY 20-21 YTD</u>	<u>FY 20-21 Budget</u>	<u>Remaining On Budget</u>	<u>Goal: 16.67%</u>
4320 Franklin County Operations	8,750.40	10,360.73	36,000.00	25,639.27	29%
Total Operating Expenditures	989,823.48	1,370,630.61	10,619,950.90	9,249,320.29	13%
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	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	1,473,067.00	1,433,522.25	3%
Total Exp., Depr. and Debt Servi...	989,823.48	1,410,175.36	15,324,443.06	13,914,267.70	9%
Total Revenues Less Oper Expense	(455,135.98)	(1,605,401.44)	(628,110.94)	977,290.50	256%
Gross Cash Before Capital Exp	(455,135.98)	(1,605,401.44)	(628,110.94)	977,290.50	256%
Less non-debt Capital Contributions	(1,948.19)	(25,952.46)	(220,000.00)	(194,047.54)	12%
Earnings/(loss) before BRWA Capit...	(453,187.79)	(1,579,448.98)	(408,110.94)	1,171,338.04	387%

Bedford Regional Water Auth.
Summary of Revenue & Expenditures
For the Two Months Ending Monday, August 31, 2020

		<u>Month</u>	<u>FY 20-21 YTD</u>	<u>FY 20-21 Budget</u>	<u>Remaining On Budget</u>	<u>Goal: 16.67%</u>
OPERATING REVENUE						
Water Sales:						
3000-3000	Water Sales	(853,538.06)	(1,628,013.85)	(7,930,668.00)	(6,302,654.15)	21%
3000-3050	Contract Water Sales	(12,221.99)	(28,037.24)	(73,470.00)	(45,432.76)	38%
	Total Water Sales	<u>(865,760.05)</u>	<u>(1,656,051.09)</u>	<u>(8,004,138.00)</u>	<u>(6,348,086.91)</u>	<u>21%</u>
Sewer Sales:						
3100-3000	Sewer Sales	(418,169.85)	(803,670.04)	(4,057,824.00)	(3,254,153.96)	20%
3100-3050	Cedar Rock Revenue	(2,697.65)	(5,402.76)	(31,200.00)	(25,797.24)	17%
	Total Sewer Sales	<u>(420,867.50)</u>	<u>(809,072.80)</u>	<u>(4,089,024.00)</u>	<u>(3,279,951.20)</u>	<u>20%</u>
Penalties:						
3902-3211	Water Penalty Revenue	5.70	5.70	(45,000.00)	(45,005.70)	0%
3902-3213	Sewer Penalty Revenue	6.08	6.08	(25,000.00)	(25,006.08)	0%
	Total Penalties	<u>11.78</u>	<u>11.78</u>	<u>(70,000.00)</u>	<u>(70,011.78)</u>	<u>0%</u>
Account Charges:						
3903-3231	Water Account Charge Revenue	(3,675.00)	(8,900.00)	(40,000.00)	(31,100.00)	22%
3903-3233	Sewer Account Charge Revenue	(1,525.00)	(4,450.00)	(20,000.00)	(15,550.00)	22%
	Total Account Charges	<u>(5,200.00)</u>	<u>(13,350.00)</u>	<u>(60,000.00)</u>	<u>(46,650.00)</u>	<u>22%</u>
Review Fees:						
3903-3240	Engineering Review Fees	(3,484.64)	(4,884.64)	(50,000.00)	(45,115.36)	10%
3903-3243	SGP Review and Inspections		(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	<u>(3,484.64)</u>	<u>(6,084.64)</u>	<u>(53,500.00)</u>	<u>(47,415.36)</u>	<u>11%</u>
Interest Earned:						
3900-3250	Bank Interest Earned	(799.81)	(2,425.36)	(60,000.00)	(57,574.64)	4%
	Total Interest Earned	<u>(799.81)</u>	<u>(2,425.36)</u>	<u>(60,000.00)</u>	<u>(57,574.64)</u>	<u>4%</u>
Sewer Clean Outs:						
3903-3245	Sewer Clean-Out Installation Fee		(2,350.00)	(7,000.00)	(4,650.00)	34%
	Total Sewer Clean Outs		<u>(2,350.00)</u>	<u>(7,000.00)</u>	<u>(4,650.00)</u>	<u>34%</u>
Meter Installation Revenues:						
3903-3250	Meter Fee Revenue	(4,875.00)	(14,650.00)	(35,000.00)	(20,350.00)	42%
3903-3260	Meter Base Installation Revenue	(35,319.95)	(48,169.95)	(60,000.00)	(11,830.05)	80%
	Total Meter Installation Revenues	<u>(40,194.95)</u>	<u>(62,819.95)</u>	<u>(95,000.00)</u>	<u>(32,180.05)</u>	<u>66%</u>
Industrial Pretreatment Revenue:						
3903-3255	Industrial Pretreatment Revenue	(1,520.82)	(3,041.64)	(18,000.00)	(14,958.36)	17%
	Total Industrial Pretreatment Reve...	<u>(1,520.82)</u>	<u>(3,041.64)</u>	<u>(18,000.00)</u>	<u>(14,958.36)</u>	<u>17%</u>
Rent/Meter Charges:						
3903-3261	Service Repairs & Equipment Ren...			(5,000.00)	(5,000.00)	0%
	Total Rent/Meter Charges			<u>(5,000.00)</u>	<u>(5,000.00)</u>	<u>0%</u>
Misc:						
3903-3262	Cellular Antenna Rental- BRWA p...	(7,620.17)	(9,660.17)	(67,729.00)	(58,068.83)	14%
3903-3264	Sewer Pump Maintenance Reven...	(5,110.00)	(10,185.00)	(40,000.00)	(29,815.00)	25%
3903-3270	Miscellaneous Revenue			(5,000.00)	(5,000.00)	0%

Bedford Regional Water Auth.
Summary of Revenue & Expenditures
For the Two Months Ending Monday, August 31, 2020

	<u>Month</u>	<u>FY 20-21 YTD</u>	<u>FY 20-21 Budget</u>	<u>Remaining On Budget</u>	<u>Goal: 16.67%</u>
Total Misc	(12,730.17)	(19,845.17)	(112,729.00)	(92,883.83)	18%
Fixed Asset Disposals:					
3903-3280 Sales and Disposals	(1,675.00)	(1,675.00)		1,675.00	0%
Total Fixed Asset Disposals	(1,675.00)	(1,675.00)		1,675.00	0%
Account Default Fees:					
3901-3212 Return Check Revenue	(210.00)	(245.00)	(2,000.00)	(1,755.00)	12%
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	(210.00)	(245.00)	(23,000.00)	(22,755.00)	1%
Contract Reimbursements:					
3201-3275 School System Operations		(3,810.31)	(51,000.00)	(47,189.69)	7%
3904-3318 Franklin County Contract Operatio...		(38,925.05)	(100,000.00)	(61,074.95)	39%
Total Contract Reimbursements		(42,735.36)	(151,000.00)	(108,264.64)	28%
Revenue from BRWA Operations	(1,352,431.16)	(2,619,684.23)	(12,748,391.00)	(10,128,706.77)	21%
Capital Recovery Fees:					
3000-3220 Water Capital Recovery Fees	(65,500.00)	(211,500.00)	(719,710.00)	(508,210.00)	29%
3100-3220 Sewer Capital Recovery Fees	(20,000.00)	(152,000.00)	(219,300.00)	(67,300.00)	69%
Total Capital Recovery Fees	(85,500.00)	(363,500.00)	(939,010.00)	(575,510.00)	39%
Cellular Antenna Site Rental-County portion:					
3903-3265 Cellular Antenna Revenue- Co. po...	(5,080.11)	(6,440.11)	(45,153.00)	(38,712.89)	14%
Total Cellular Antenna Site Rental...	(5,080.11)	(6,440.11)	(45,153.00)	(38,712.89)	14%
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 from WVWA:					
3904-3316 Contributions from WVWA	(1,948.19)	(1,948.19)		1,948.19	0%
Total Contributions from WVWA	(1,948.19)	(1,948.19)		1,948.19	0%
Contributions for DEQ Projects:					
3904-3335 DEQ Contributions for Projects		(24,000.00)		24,000.00	0%
Total Contributions for DEQ Proje...		(24,000.00)		24,000.00	0%
SML WTF Revenue:					
3903-3330 SML WTF Revenue		(4.27)		4.27	0%
Total SML WTF Revenue		(4.27)		4.27	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	(92,528.30)	(395,892.57)	(3,204,163.00)	(2,808,270.43)	12%

Bedford Regional Water Auth.
Summary of Revenue & Expenditures
For the Two Months Ending Monday, August 31, 2020

	<u>Month</u>	<u>FY 20-21 YTD</u>	<u>FY 20-21 Budget</u>	<u>Remaining On Budget</u>	<u>Goal: 16.67%</u>
Total Revenue	(1,444,959.46)	(3,015,576.80)	(15,952,554.00)	(12,936,977.20)	19%
OPERATING EXPENSES					
Salaries:					
4000-0010 Administration Salaries	57,369.37	93,307.17	777,305.88	683,998.71	12%
4000-0019 IT Oncall Stipend	600.00	1,050.00	7,800.00	6,750.00	13%
4000-0020 Administration Overtime			1,734.00	1,734.00	0%
4002-0010 Customer Service Salaries	22,129.44	37,935.46	325,996.80	288,061.34	12%
4002-0020 Customer Service Overtime	924.92	1,363.00	16,760.85	15,397.85	8%
4003-0010 Engineering Department Salaries	48,091.61	77,673.45	600,353.60	522,680.15	13%
4003-0019 Engineering OnCall Stipend	600.00	1,050.00	7,800.00	6,750.00	13%
4003-0020 Engineering Department Overtime	1,800.50	3,018.11	30,570.08	27,551.97	10%
4004-0010 Maintenance Department Salaries	55,514.10	93,360.87	829,099.20	735,738.33	11%
4004-0019 Maintenance Oncall Stipend Expe...	1,200.00	2,250.00	18,720.00	16,470.00	12%
4004-0020 Maintenance Department Overtime	6,781.41	9,927.30	135,247.13	125,319.83	7%
4005-0010 Operations Department Salaries	90,511.61	146,134.59	1,184,543.20	1,038,408.61	12%
4005-0020 Operations Department Overtime	2,510.09	4,708.16	93,698.16	88,990.00	5%
Total Salaries	288,033.05	471,778.11	4,029,628.90	3,557,850.79	12%
General Office Expenses:					
4010-0100 Office Supplies	38.27	52.74	10,000.00	9,947.26	1%
4010-0103 Public Outreach Expenses	609.55	609.55	16,415.00	15,805.45	4%
4010-0110 Building Maintenance Expense	2,345.41	3,820.24	21,000.00	17,179.76	18%
4010-0130 Postage and Shipping Expense	495.36	495.36	8,000.00	7,504.64	6%
4010-0140 Commercial Phone Charges	1,100.84	1,112.33	12,600.00	11,487.67	9%
4010-0142 Cellular Phone Service	2,189.00	2,189.00	19,220.00	17,031.00	11%
4010-0150 Building Power and Utilities	1,721.75	3,261.29	20,500.00	17,238.71	16%
4010-0155 Building Fuel Costs	239.41	239.41	8,000.00	7,760.59	3%
4010-0160 Employee Bond			669.00	669.00	0%
4010-0161 Building Insurance			3,863.00	3,863.00	0%
4010-0175 Bank Service charges	1,352.07	2,299.53	15,600.00	13,300.47	15%
4010-0200 Accounting Services	12,000.00	12,000.00	30,000.00	18,000.00	40%
4010-0220 Legal Expenses	1,975.28	1,975.28	18,000.00	16,024.72	11%
4010-0400 Board of Directors Fees	1,750.00	3,500.00	21,000.00	17,500.00	17%
4010-0075 Board & Committee Meetings			600.00	600.00	0%
4010-0085 Long Range Planning			45,000.00	45,000.00	0%
4010-0170 Advertising			18,000.00	18,000.00	0%
Total General Office Expenses	25,816.94	31,554.73	268,467.00	236,912.27	12%
Employee Benefit & Related Expenses:					
4100-0030 Payroll Taxes	20,848.10	41,907.77	305,641.00	263,733.23	14%
4100-0040 VRS Retirement and Group Life	23,878.35	25,870.61	345,852.00	319,981.39	7%
4100-0041 VRS Hybrid Disability Program	1,016.33	1,016.33	10,051.00	9,034.67	10%
4100-0045 Unemployment Payments	359.82	359.82	6,000.00	5,640.18	6%
4100-0050 Health Insurance	51,159.26	109,310.96	724,311.00	615,000.04	15%
4100-0060 Worker's Compensation			105,397.00	105,397.00	0%
4100-0065 Employee Testing	256.00	256.00	4,785.00	4,529.00	5%
4100-0075 Meetings			6,140.00	6,140.00	0%
4100-0080 Professional Dues	550.00	1,145.00	23,150.00	22,005.00	5%
4100-0085 Training and Education	1,155.00	1,155.00	54,117.00	52,962.00	2%
4100-0101 Clothing and Uniforms	2,125.70	2,862.52	31,248.00	28,385.48	9%
4100-0102 Employee & Incentive Fund	60.46	60.46	27,500.00	27,439.54	0%
4100-0103 Safety	2,268.05	2,675.01	41,174.00	38,498.99	6%
4100-0055 Flexible Spending Account			2,500.00	2,500.00	0%
4100-0070 Mileage Reimbursements			460.00	460.00	0%
4100-0086 Continuing Education			5,250.00	5,250.00	0%
4100-0090 Whistle Blower Hotline			500.00	500.00	0%
Total Employee Benefit & Related...	103,677.07	186,619.48	1,694,076.00	1,507,456.52	11%

Bedford Regional Water Auth.
Summary of Revenue & Expenditures
For the Two Months Ending Monday, August 31, 2020

	<u>Month</u>	<u>FY 20-21 YTD</u>	<u>FY 20-21 Budget</u>	<u>Remaining On Budget</u>	<u>Goal: 16.67%</u>	
Billing Expenses:						
4110-0091	Bad Debt Expense Water	106.18	342.04	15,000.00	14,657.96	2%
4110-0093	Bad Debt Expense Sewer	121.77	453.33	7,500.00	7,046.67	6%
4110-0097	Collection Agency Expense			1,200.00	1,200.00	0%
4110-0110	Bill Processing Services	35,940.38	37,420.78	103,978.00	66,557.22	36%
4110-0120	Customer Service Software Maint...	19,585.00	19,585.00	52,596.00	33,011.00	37%
4110-0125	Credit Card Processing Fees	1,671.60	1,671.60	18,900.00	17,228.40	9%
4110-0175	Courier Service	330.08	330.08	4,230.00	3,899.92	8%
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%
	Total Billing Expenses	57,755.01	59,802.83	211,404.00	151,601.17	28%
Information Systems Expenses:						
4120-0100	Information Systems Supplies	1,515.41	1,515.41	8,500.00	6,984.59	18%
4120-0110	Contracted Services (Network)	5,010.06	5,918.56	22,000.00	16,081.44	27%
4120-0115	Continuing Support (Software)	1,717.64	1,980.14	123,314.00	121,333.86	2%
4120-0145	Internet and WAN Communications	365.00	730.00	4,380.00	3,650.00	17%
	Total Information Systems Expens...	8,608.11	10,144.11	158,194.00	148,049.89	6%
Adminstration Supplies:						
4130-0100	Administration Supplies			500.00	500.00	0%
	Total Adminstration Supplies			500.00	500.00	0%
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	1,110.54	1,110.54	18,413.00	17,302.46	6%
4210-0110	Engineering Reviews	1,814.33	1,814.33	51,800.00	49,985.67	4%
4210-0141	Locating Notification Tickets	765.45	765.45	8,320.00	7,554.55	9%
4210-0240	Construction testing			2,820.00	2,820.00	0%
	Total Engineering Expenses	3,690.32	3,690.32	81,353.00	77,662.68	5%
Operations Expenses:						
4220-0100	Wastewater Operations Supplies	42.36	42.36	1,900.00	1,857.64	2%
4223-0100	Water Operations Supplies			500.00	500.00	0%
	Total Operations Expenses	42.36	42.36	2,400.00	2,357.64	2%
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	589.24	920.81	19,600.00	18,679.19	5%
	Total Pretreatment Expenses	589.24	920.81	19,600.00	18,679.19	5%
Lab Supplies:						
4225-0100	Lab Supplies	1,587.93	1,999.04	24,000.00	22,000.96	8%
	Total Lab Supplies	1,587.93	1,999.04	24,000.00	22,000.96	8%
Maintenance Expenses:						
4230-0100	Maintenance Supplies	698.26	859.20	46,402.00	45,542.80	2%

Bedford Regional Water Auth.
Summary of Revenue & Expenditures
For the Two Months Ending Monday, August 31, 2020

	<u>Month</u>	<u>FY 20-21 YTD</u>	<u>FY 20-21 Budget</u>	<u>Remaining On Budget</u>	<u>Goal: 16.67%</u>
Total Maintenance Expenses	698.26	859.20	46,402.00	45,542.80	2%
Vehicles & Equipment Expenses:					
4240-0100 Vehicles and Equipment Supplies	3,760.41	4,568.13	32,350.00	27,781.87	14%
4240-0110 Vehicles and Equipment Contract...	10,578.38	12,189.13	81,600.00	69,410.87	15%
4240-0155 Vehicles & Equipment Fuel Costs	2,521.16	5,107.44	95,000.00	89,892.56	5%
4240-0162 Vehicles and Equipment Insurance			30,674.00	30,674.00	0%
Total Vehicles & Equipment Expe...	16,859.95	21,864.70	239,624.00	217,759.30	9%
Forest Water Expenses:					
4250-0100 Forest Water Supplies	3,268.34	5,237.70	35,000.00	29,762.30	15%
4250-0110 Forest Water Contracted Services	100.00	7,372.00	19,400.00	12,028.00	38%
4250-0140 Forest Water Communications	67.12	67.12	300.00	232.88	22%
4250-0150 Forest Water Power	658.15	683.59	3,000.00	2,316.41	23%
4250-0161 Forest Water Insurance			16,851.00	16,851.00	0%
4250-0300 Forest Water Purchased	159,825.00	159,825.00	666,440.00	506,615.00	24%
4250-0410 Forest Water VDH Fees		24,930.45	24,756.00	(174.45)	101%
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%
4250-0240 Forest Water Sampling and Testing			15,000.00	15,000.00	0%
Total Forest Water Expenses	163,918.61	198,115.86	840,247.00	642,131.14	24%
Well Systems Expenses:					
4260-0100 Well Systems Supplies	74.11	768.00	15,000.00	14,232.00	5%
4260-0105 Well Systems Chemicals	1,268.24	1,268.24	3,000.00	1,731.76	42%
4260-0110 Well Systems Contracted Services	300.00	750.00	13,100.00	12,350.00	6%
4260-0150 Well Systems Power	1,169.89	1,169.89	5,500.00	4,330.11	21%
4260-0161 Well Systems Insurance			899.00	899.00	0%
4260-0240 Well Systems Sampling and Testi...	31.00	62.00	5,000.00	4,938.00	1%
4260-0410 Well Systems VDH Fees		678.50	679.00	0.50	100%
4260-0101 Well Systems Meter Installations			500.00	500.00	0%
4260-0115 Well Systems Repairs & Improve...			2,000.00	2,000.00	0%
Total Well Systems Expenses	2,843.24	4,696.63	45,678.00	40,981.37	10%
SML Central Distribution System Expenses:					
4265-0100 SML Central Supplies	10,808.72	11,360.68	10,000.00	(1,360.68)	114%
4265-0110 SML Central Contracted Services	893.54	893.54	3,000.00	2,106.46	30%
4265-0240 SML Central Sampling & Testing	62.00	108.50	10,000.00	9,891.50	1%
4265-0410 SML Central VDH Fees		3,354.15	3,345.00	(9.15)	100%
4265-0101 SML Central Meter Installations			6,500.00	6,500.00	0%
4265-0115 SML Central Repairs & Improvem...			1,000.00	1,000.00	0%
Total SML Central Distribution Sys...	11,764.26	15,716.87	33,845.00	18,128.13	46%
SML Treatment Expenses:					
4270-0100 SML Treatment Supplies			2,000.00	2,000.00	0%
4270-0110 SML Treatment Contracted Services	680.00	1,700.00	3,550.00	1,850.00	48%
4270-0150 SML Treatment Water Power	1,097.27	2,162.12	16,800.00	14,637.88	13%
4270-0155 SML Treatment Fuel Costs	27.69	27.69	2,000.00	1,972.31	1%
4270-0161 SML Treatment Insurance			7,038.00	7,038.00	0%
4270-0300 SML Quality Monitoring		7,500.00		(7,500.00)	0%
4270-0105 SML Treatment Chemicals			1,000.00	1,000.00	0%
4270-0371 SML Treatment Road Maintenanc...			850.00	850.00	0%
Total SML Treatment Expenses	1,804.96	11,389.81	33,238.00	21,848.19	34%
SML WTF Expenses:					
4330-0100 SML WTF Supplies	3,206.22	4,134.26	30,000.00	25,865.74	14%
4330-0105 SML WTF Chemicals	6,318.67	8,226.05	45,000.00	36,773.95	18%
4330-0110 SML WTF Contracted Services	5,311.29	5,311.29	125,000.00	119,688.71	4%
4330-0140 SML WTF Communications		45.44	516.00	470.56	9%

Bedford Regional Water Auth.
Summary of Revenue & Expenditures
For the Two Months Ending Monday, August 31, 2020

	<u>Month</u>	<u>FY 20-21 YTD</u>	<u>FY 20-21 Budget</u>	<u>Remaining On Budget</u>	<u>Goal: 16.67%</u>	
4330-0150	SML WTF Power	18,274.59	36,021.31	228,000.00	191,978.69	16%
4330-0155	SML WTF Fuel Costs	15.40	15.40	2,000.00	1,984.60	1%
4330-0161	SML WTF Property Insurance			14,450.00	14,450.00	0%
4330-0240	SML WTF Sampling & Testing	652.85	1,124.77	40,000.00	38,875.23	3%
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%
	Total SML WTF Expenses	33,779.02	54,878.52	501,266.00	446,387.48	11%
Central Water Distribution Expenses:						
4275-0100	Central Water Supplies	5,661.50	6,198.93	37,500.00	31,301.07	17%
4275-0110	Central Water Contracted Services	1,884.60	3,219.60	108,700.00	105,480.40	3%
4275-0140	Central Water Communications	62.00	62.00		(62.00)	0%
4275-0240	Central Water Sampling & Testing	1,575.10	1,993.60	20,000.00	18,006.40	10%
4275-0410	Central Water VDH Fees		11,027.10	10,992.00	(35.10)	100%
4275-0101	Central Water Meter Installations			3,750.00	3,750.00	0%
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...	9,183.20	22,501.23	225,692.00	203,190.77	10%
Central Water Treatment Expenses:						
4276-0100	Central Water Treatment Supplies	2,473.93	2,488.78	20,000.00	17,511.22	12%
4276-0105	Central Water Treatment Chemica...	4,513.91	5,319.02	50,000.00	44,680.98	11%
4276-0110	Central Water Treatment Contract...	2,000.00	2,085.09	10,000.00	7,914.91	21%
4276-0140	Central Water Treatment Commun...	83.27	83.27	1,020.00	936.73	8%
4276-0150	Central Water Treatment Power	1,983.02	4,114.01	33,600.00	29,485.99	12%
4276-0161	Central Water Treatment Property...			18,569.00	18,569.00	0%
4276-0155	Central Water Treatment Fuel			2,000.00	2,000.00	0%
	Total Central Water Treatment Ex...	11,054.13	14,090.17	135,189.00	121,098.83	10%
Stewartsville Water Expenses:						
4280-0100	Stewartsville Water Supplies		363.63	2,000.00	1,636.37	18%
4280-0110	Stewartsville Water Contracted Se...	160.00	400.00	2,700.00	2,300.00	15%
4280-0140	Stewartsville Water Communicatio...	36.44	36.44	300.00	263.56	12%
4280-0150	Stewartsville Water Power	13.37	28.83	300.00	271.17	10%
4280-0161	Stewartsville Water Insurance			666.00	666.00	0%
4280-0240	Stewartsville Water Sampling and...	201.41	216.91	1,500.00	1,283.09	14%
4280-0300	Stewartsville Water Purchased	3,026.28	3,026.28	27,650.00	24,623.72	11%
4280-0410	Stewartsville Water VDH Fees		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%
	Total Stewartsville Water Expenses	3,437.50	4,488.04	38,532.00	34,043.96	12%
Forest Sewer Expenses:						
4290-0100	Forest Sewer Supplies	11,529.52	11,938.48	65,000.00	53,061.52	18%
4290-0105	Forest Sewer Chemicals	10,281.90	10,281.90	87,000.00	76,718.10	12%
4290-0110	Forest Sewer Contracted Services	5,873.51	6,698.51	104,500.00	97,801.49	6%
4290-0140	Forest Sewer Communications	215.64	215.64	3,600.00	3,384.36	6%
4290-0150	Forest Sewer Power	5,582.22	5,566.76	37,200.00	31,633.24	15%
4290-0161	Forest Sewer Insurance			5,025.00	5,025.00	0%
4290-0350	Forest Sewer Treatment Costs	50,000.00	50,000.00	300,000.00	250,000.00	17%
4290-0115	Forest Sewer Repairs & Improvem...			2,000.00	2,000.00	0%
4290-0155	Forest Sewer Fuel Expense			5,000.00	5,000.00	0%
4290-0240	Forest Sewer Testing			500.00	500.00	0%
	Total Forest Sewer Expenses	83,482.79	84,701.29	609,825.00	525,123.71	14%
Central Sewer Collection System Expenses:						
4291-0100	Central Sewer Supplies	7,445.82	7,874.77	70,000.00	62,125.23	11%
4291-0110	Central Sewer Coll System Contra...	350.00	1,655.00	84,500.00	82,845.00	2%
4291-0150	Central Sewer Power	565.31	1,284.96	55,000.00	53,715.04	2%
4291-0115	Central Sewer Repairs & Improve...			104,000.00	104,000.00	0%

Bedford Regional Water Auth.
Summary of Revenue & Expenditures
For the Two Months Ending Monday, August 31, 2020

	<u>Month</u>	<u>FY 20-21 YTD</u>	<u>FY 20-21 Budget</u>	<u>Remaining On Budget</u>	<u>Goal: 16.67%</u>	
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...	8,361.13	10,814.73	318,750.00	307,935.27	3%
Central Sewer Treatment Expenses:						
4293-0100	Center Sewer Treatment Supplies	27,102.82	27,560.24	73,000.00	45,439.76	38%
4293-0105	Center Sewer Treatment Chemicals	8,983.75	8,983.75	127,000.00	118,016.25	7%
4293-0110	Center Sewer Treatment Contract...	1,467.47	4,543.75	95,000.00	90,456.25	5%
4293-0115	Center Sewer Sludge Tipping Fees	2,057.83	2,057.83	45,000.00	42,942.17	5%
4293-0140	Center Sewer Treatment Commun...	310.41	849.23	7,200.00	6,350.77	12%
4293-0150	Center Sewer Treatment Power	38,295.71	38,382.83	228,000.00	189,617.17	17%
4293-0161	Center Sewer Treatment Property...			15,450.00	15,450.00	0%
4293-0240	Center Sewer Treatment Samplin...	4,640.86	4,640.86	25,000.00	20,359.14	19%
4293-0411	Center Sewer DEQ Charges	9,379.00	9,379.00	9,400.00	21.00	100%
4293-0155	Central Sewer Fuel			1,500.00	1,500.00	0%
	Total Central Sewer Treatment Ex...	92,237.85	96,397.49	626,550.00	530,152.51	15%
Moneta Sewer Collection System Expenses:						
4292-0100	Moneta Sewer Supplies	18.25	74.90	10,250.00	10,175.10	1%
4292-0105	Moneta Sewer Chemicals	1,392.54	1,392.54	2,000.00	607.46	70%
4292-0110	Moneta Sewer Contracted Services	2,428.62	2,668.62	3,050.00	381.38	87%
4292-0150	Moneta Sewer Power	1,126.30	1,422.29	12,000.00	10,577.71	12%
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...	4,965.71	5,558.35	31,800.00	26,241.65	17%
Moneta Sewer Treatment Expenses:						
4294-0100	Moneta Sewer Treatment Supplies	299.43	299.43	30,000.00	29,700.57	1%
4294-0105	Moneta Sewer Treatment Chemic...	1,464.90	1,464.90	9,000.00	7,535.10	16%
4294-0110	Moneta Sewer Contracted Services	1,000.00	1,000.00	21,500.00	20,500.00	5%
4294-0115	Moneta Sewer Sludge Tipping Fees	1,122.51	1,122.51	15,000.00	13,877.49	7%
4294-0140	Moneta Sewer Treatment Commu...	132.60	132.60	1,980.00	1,847.40	7%
4294-0150	Moneta Sewer Treatment Power	3,273.92	3,273.92	43,200.00	39,926.08	8%
4294-0161	Moneta Sewer Treatment Property...			6,417.00	6,417.00	0%
4294-0240	Moneta Sewer Treatment Samplin...	1,599.26	1,674.98	20,000.00	18,325.02	8%
4294-0411	Moneta Sewer DEQ Charges	2,889.00	2,889.00	3,000.00	111.00	96%
4294-0155	Moneta Sewer Fuel			350.00	350.00	0%
	Total Moneta Sewer Treatment Ex...	11,781.62	11,857.34	150,447.00	138,589.66	8%
Montvale Sewer Expenses:						
4295-0110	Montvale Sewer Contracted Servi...	1,380.00	1,800.00	10,000.00	8,200.00	18%
4295-0140	Montvale Communications	36.44	36.44	300.00	263.56	12%
4295-0150	Montvale Sewer Power	59.64	59.64	360.00	300.36	17%
4295-0161	Montvale Sewer Insurance			1,570.00	1,570.00	0%
4295-0240	Montvale Sewer Sampling & Testi...	180.39	180.39	7,000.00	6,819.61	3%
4295-0411	Montvale Sewer DEQ charges	2,311.00	2,311.00	2,400.00	89.00	96%
4295-0100	Montvale Sewer Supplies			6,000.00	6,000.00	0%
4295-0105	Montvale Sewer Chemicals			1,500.00	1,500.00	0%
4295-0155	Montvale Sewer Fuel Costs			250.00	250.00	0%
	Total Montvale Sewer Expenses	3,967.47	4,387.47	29,380.00	24,992.53	15%
Mariners Landing Sewer Expenses:						
4340-0100	Mariners Landing Sewer Supplies	1,391.85	1,477.85	16,000.00	14,522.15	9%
4340-0110	Mariners Landing Sewer Contract...	14,764.00	14,764.00	28,400.00	13,636.00	52%
4340-0150	Mariners Landing Sewer Power	4,217.15	4,217.15	27,000.00	22,782.85	16%
4340-0105	Mariners Landing Sewer Chemicals			4,500.00	4,500.00	0%
4340-0140	Mariners Landing Sewer Commun...			300.00	300.00	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%

Bedford Regional Water Auth.
Summary of Revenue & Expenditures
For the Two Months Ending Monday, August 31, 2020

	<u>Month</u>	<u>FY 20-21 YTD</u>	<u>FY 20-21 Budget</u>	<u>Remaining On Budget</u>	<u>Goal: 16.67%</u>	
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...	20,373.00	20,459.00	86,770.00	66,311.00	24%
Cedar Rock Sewer Expenses:						
4350-0100	Cedar Rock Sewer Supplies	3,853.93	3,853.93	5,000.00	1,146.07	77%
4350-0110	Cedar Rock Sewer Contracted Ser...	250.00	250.00	8,000.00	7,750.00	3%
4350-0140	Cedar Rock Sewer Communication	139.75	169.34	300.00	130.66	56%
4350-0150	Cedar Rock Sewer Power	435.68	435.68	5,100.00	4,664.32	9%
4350-0240	Cedar Rock Sewer Sampling & Te...	174.15	174.15	2,400.00	2,225.85	7%
4350-0411	Cedar Rock Sewer DEQ Permit F...	2,311.00	2,311.00	2,400.00	89.00	96%
4350-0105	Cedar Rock Sewer Chemicals			700.00	700.00	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%
	Total Cedar Rock Sewer Expenses	7,164.51	7,194.10	26,070.00	18,875.90	28%
Schools Sewer Expenses:						
4300-0100	Schools Operations Supplies	16.90	16.90	10,000.00	9,983.10	0%
4300-0105	Schools Chemicals	208.75	208.75	10,000.00	9,791.25	2%
4300-0110	Schools Contracted Services			15,000.00	15,000.00	0%
	Total Schools Sewer Expenses	225.65	225.65	35,000.00	34,774.35	1%
Mariners Landing Expenses:						
4315-0100	Mariners Landing Water Expenses	70.64	70.64	6,868.00	6,797.36	1%
4315-0140	Mariners Landing Water Communi...	73.72	209.67	300.00	90.33	70%
4315-0150	Mariners Landing Water Power	1,890.67	1,890.67	11,925.00	10,034.33	16%
4315-0240	Mariners Landing Sampling Expen...	276.11	291.61	2,400.00	2,108.39	12%
4315-0410	Mariners Landing Water VDH Fees	1,059.05	1,059.05	1,162.00	102.95	91%
4315-0110	Mariners Landing Water Contracte...			2,000.00	2,000.00	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%
	Total Mariners Landing Expenses	3,370.19	3,521.64	28,655.00	25,133.36	12%
Franklin County Operations:						
4320-0100	Franklin County Supplies	2,492.18	3,425.01	7,000.00	3,574.99	49%
4320-0105	Franklin County Chemicals	4,392.13	4,392.13	9,000.00	4,607.87	49%
4320-0240	Franklin County Sampling & Testi...	1,866.09	2,543.59	20,000.00	17,456.41	13%
	Total Franklin County Operations	8,750.40	10,360.73	36,000.00	25,639.27	29%
	Total Operating Expenditures	989,823.48	1,370,630.61	10,619,950.90	9,249,320.29	13%
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%

Bedford Regional Water Auth.
 Summary of Revenue & Expenditures
 For the Two Months Ending Monday, August 31, 2020

	<u>Month</u>	<u>FY 20-21 YTD</u>	<u>FY 20-21 Budget</u>	<u>Remaining On Budget</u>	<u>Goal: 16.67%</u>
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%
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	80,070.00	40,525.25	49%
Total Assumed Debt from City		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	1,473,067.00	1,433,522.25	3%
Total Exp., Depr. and Debt Servi..	989,823.48	1,410,175.36	15,324,443.06	13,914,267.70	9%
Total Revenues Less Oper Expense	(455,135.98)	(1,605,401.44)	(628,110.94)	977,290.50	256%
Gross Cash Before Capital Exp	(455,135.98)	(1,605,401.44)	(628,110.94)	977,290.50	256%
Less non-debt Capital Contributions	(1,948.19)	(25,952.46)	(220,000.00)	(194,047.54)	12%
Earnings/(loss) before BRWA Capit..	(453,187.79)	(1,579,448.98)	(408,110.94)	1,171,338.04	387%

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
Starting Balance	\$ 2,136,501.19	\$ 2,471,838.17											
DEBITS													
Debits from Operations													
Capital Contributions/Asset Sales and Dispos	\$ 5,118.00	\$ 25,675.00											\$ 30,793.00
Cash From Operations	\$ 1,339,885.55	\$ 1,431,050.59											\$ 2,770,936.14
Total Cash from Operations:	\$ 1,345,003.55	\$ 1,456,725.59	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,801,729.14
Debits from Non-Operating Sources													
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	\$ -	\$ -											\$ -
Total Cash from Non Operating:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Debits (Oper. and Non-Oper.)	\$ 1,345,003.55	\$ 1,456,725.59	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,801,729.14
CREDITS													
Credits for Operating Expenditures													
	\$ 729,149.57	\$ 704,205.16											\$ 1,433,354.73
Credits for Non-Operating Expenditures													
Payments on Capital Projects	\$ 5,900.00	\$ 60,594.74											\$ 66,494.74
Payments on Debt Service	\$ -	\$ 116,657.50											\$ 116,657.50
Transfers to Debt Service Account	\$ 200,000.00	\$ 200,000.00											\$ 400,000.00
Transfers to Capital Account	\$ -	\$ -											\$ -
Transfers to Replacement Fund	\$ 74,617.00	\$ 71,174.00											\$ 145,791.00
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	\$ -	\$ 9,708.28											\$ 9,708.28
Total Non-Operating Expenditures:	\$ 280,517.00	\$ 458,134.52	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 738,651.52
Total Credits (Oper. and Non-Oper.)	\$ 1,009,666.57	\$ 1,162,339.68	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,172,006.25
Ending Cash Balance	\$ 2,471,838.17	\$ 2,766,224.08	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Capital Improvement Projects (CIP) Tracking

ID	Task Name	Duration	Start	Finish	Budget	Spent	Remaining	% Done	Notes	Manager	2020				2021	
											Q3	Q4	Q1	Q2	Q3	Q4
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,Cf						
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	39%								
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	75%	PRV scheduled to be installed by 9/11/2020.	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%	Received quotes from two system integrator consultants.	Ramsey						



1723 Falling Creek Road
Bedford, VA 24523-3137
(540) 586-7679 (phone)
(540) 586-5805 (fax)
www.brwa.com

RESOLUTION MEMORANDUM

To: BRWA Board of Directors
From: Jill Underwood; Director of Finance
Date: September 9, 2020
Re: Resolution 2020-09.01 – Bond Covenants

At the January 21, 2020 meeting, the Board approved Resolution #2020-01.01 to proceed with an Investment Grade Audit (IGA) with Schenider Electric Buildings Americas, Inc., a Qualified Energy Service Contractor (ESCO). In August of 2020, the Authority submitted an application to the Virginia Resources Authority (VRA) to fund the project in the upcoming 2020 C Virginia Pooled Financing Program. In order to stay on schedule for a tentative October 28, 2020 bond sale, VRA must receive all local approvals, including this resolution, by September 25, 2020.



RESOLUTION
2020-09.01
Bond Resolution

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 15th of September 2020, beginning at 7:00 p.m.

BOND RESOLUTION PROVIDING FOR THE ISSUANCE, SALE AND AWARD OF A WATER AND SEWER SYSTEM REVENUE BOND, SERIES 2020, OF THE BEDFORD REGIONAL WATER AUTHORITY, IN A PRINCIPAL AMOUNT NOT TO EXCEED \$4,600,000 AND PROVIDING FOR THE FORM, DETAILS AND PAYMENT THEREOF

WHEREAS, the Bedford Regional Water Authority (the “Local Government”), 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”), has determined to authorize the issuance of its water and sewer system revenue bond (the “Local Bond”) in a principal amount not to exceed \$4,600,000 for engineering, design and construction services to replace aging and failed equipment including blowers, air diffusers and a dewatering press to achieve energy, operational and maintenance savings and improve operability of the Local Government’s Central Wastewater Treatment Plant (the “Project”) and to enter into a Local Bond Sale and Financing Agreement dated as of September 25, 2020, or another date specified by VRA and the Local Government (the “2020 Financing Agreement”), between the Local Government and the Virginia Resources Authority (“VRA”); and,

WHEREAS, the Local Government has applied to VRA for the purchase of the Local Bond and VRA has indicated its willingness to purchase such bond from the proceeds of its Infrastructure and State Moral Obligation Revenue Bonds (Virginia Pooled Financing Program), Series 2020C (the “Related Series of VRA Bonds”); and,

WHEREAS, VRA has advised the Local Government that the sale date of the Related Series of VRA Bonds is tentatively scheduled for October 28, 2020, but may occur, subject to market conditions, at any time between October 1, 2020 and November 20, 2020 (the “VRA Sale Date”) and that VRA’s objective is to pay the Local Government an amount which, in VRA’s judgment, reflects the market value of the Local Bond (the “VRA Purchase Price Objective”), taking into consideration such factors as the purchase price to be received by VRA for VRA Bonds, the underwriters’ discount and the other issuance costs of the VRA Bonds, and other market conditions relating to the sale of the VRA Bonds; and,

WHEREAS, VRA has acknowledged that the maximum aggregate principal amount and the “true” interest cost of the Local Government’s water and sewer system revenue bond shall not exceed the respective amounts specified in Section 3 of this Bond Resolution; and,

WHEREAS, the foregoing arrangements will be reflected in the 2020 Financing Agreement, the form of which has been presented to this meeting; now,

THEREFORE BE IT RESOLVED by the Board of Directors of the Bedford Regional Water Authority:

1. Issuance of Local Bond and Use of Proceeds. Pursuant to the Act and the Constitution of Virginia, the Local Government hereby provides for the issuance and sale of its water and sewer system revenue bond in a principal amount not to exceed \$4,600,000 to provide funds to finance the Project and to pay issuance and financing costs incurred in issuing such bond.

2. Authorization of 2020 Financing Agreement. The form of the 2020 Financing Agreement submitted to this meeting is hereby approved. The issuance and sale of the Local Bond to VRA shall be upon the terms and conditions set forth in the 2020 Financing Agreement. The proceeds of such bond shall be applied in the manner set forth in the 2020 Financing Agreement. All capitalized terms used but not defined herein shall have the same meaning as set forth in the 2020 Financing Agreement.

3. Bond Details. The Local Bond shall be issued as a single, registered bond, shall be designated "Water and Sewer System Revenue Bond, Series 2020," shall be numbered R-1, shall be dated the date of its delivery, shall be in a principal amount not to exceed \$4,600,000 and shall mature no later than October 1, 2035. The Local Government authorizes the issuance and sale of the Local Bond on terms as shall be determined by VRA subject to the terms of this Section 3, VRA's Purchase Price Objective and market conditions described in the Recitals hereof; provided, however, that the Local Bond shall have a "true" interest cost not to exceed 3% per year (exclusive of "Supplemental Interest" as provided in the 2020 Financing Agreement) and shall be subject to optional redemption upon the terms set forth in the 2020 Financing Agreement and in the Local Bond. If the limitation on the maximum aggregate principal amount of the Local Bond set forth in this Section 3 restricts VRA's ability to generate the Proceeds Requested, taking into account the Purchase Price Objective and market conditions relating to the sale of the Related Series of VRA Bonds, the Local Government Chair, Vice-Chair or Executive Director, any ONE of whom may act, is authorized to accept a purchase price for the Local Bond at an amount less than the Proceeds Requested. The 2020 Financing Agreement, in substantially the form presented to this meeting, is hereby approved, with such completions, omissions, insertions and changes not inconsistent with this Bond Resolution as may be approved by the Local Government Chairman, Vice Chairman or Executive Director. The Local Government Chair, Vice-Chair or Executive Director, any ONE of whom may act, are each authorized to execute and deliver, on behalf of the Local Government, the 2020 Financing Agreement.

As set forth in the 2020 Financing Agreement, the Local Government agrees to pay such "Supplemental Interest" and other charges as provided therein, including such amounts as may be necessary to maintain or replenish the Capital Reserve Fund, the Infrastructure Debt Service Reserve Fund, the Operating Reserve Fund and/or a drawing on any CRF Credit Facility or the Infrastructure DSRF Credit Facility (each as defined in the 2020 Financing Agreement). The principal of and premium, if any, and interest on the Local Bond shall be payable in lawful money of the United States of America.

4. Payment and Redemption Provisions. The principal of and premium, if any, and interest on the Local Bond shall be payable as set forth in the Local Bond and the 2020 Financing

Agreement. The Local Government may, at its option, redeem, prepay or refund the Local Bond upon the terms set forth in the 2020 Financing Agreement.

5. Execution and Form of Local Bond. The Local Bond shall be signed by the Local Government Chair, Vice-Chair or Executive Director, any ONE of whom may act, and the Local Government's seal shall be affixed thereon and attested by the Secretary of the Local Government. The Local Bond shall be issued as a typewritten bond in substantially the form of Exhibit A attached hereto, with such completions, omissions, insertions and changes not inconsistent with this Bond Resolution as may be approved by the Chairman, Vice Chairman or Executive Director, any ONE of whom may act, whose approval shall be evidenced conclusively by the execution and delivery of the Local Bond.

6. Revenue Pledged; Disclaimer. Subject to the right of the Local Government to apply Revenue to the payment of Operation and Maintenance Expenses, the Local Government irrevocably pledges the Revenue to the payment of principal of and premium, if any, and interest on the Local Bond. Such pledge of Revenue shall be on a parity with the pledge of Revenue securing the outstanding principal amounts of the Local Government's \$5,020,000 Taxable Water and Sewer System Revenue Refunding Bond, Series 2012; its \$2,320,000 Taxable Water and Sewer System Revenue Refunding Bond, Series 2014, its \$31,225,000 Taxable Water and Sewer System Revenue Refunding Bond, Series 2015, and its \$2,725,000 Taxable Water and Sewer System Revenue Refunding Bond, Series 2019 (collectively, the "Existing Parity Bonds") each of which was issued pursuant to the terms of local bond sale and financing agreements between VRA and the Local Government (the "Existing Financing Agreements"). Principal of, premium, if any, and interest on the Local Bond are payable solely from the net revenue of the Local Government's water and sewer system (the "System") and other sources pledged thereto in the 2020 Financing Agreement and this Bond Resolution. Neither the faith and credit of the Commonwealth of Virginia nor the faith and credit of any county, city, town or other subdivision of the Commonwealth of Virginia, including the Local Government, Bedford County, Virginia and the Town of Bedford, Virginia, are pledged to the payment of the principal of or premium, if any, or interest on the Local Bond or other costs incident to it. The issuance of the Local Bond shall not directly or indirectly or contingently obligate the Commonwealth of Virginia, Bedford County, Virginia, the Town of Bedford, Virginia or any other county, city, town or other subdivision of the Commonwealth of Virginia to levy any taxes whatever therefor or to make any appropriation for its payment except from the revenue and any other funds or property pledged for such purpose under the provisions of the Bond Resolution, the 2020 Financing Agreement.

Reference is made to the Bond Resolution, the 2020 Financing Agreement and all amendments and supplements to them for a description of the provisions, among others, with respect to the nature and extent of the security for the Local Bond, the Local Government's rights, duties and obligations, the rights of the registered owners of the Local Bond and the terms upon which the Local Bond are issued and secured.

7. Preparation of Printed Local Bond. The Local Government shall initially issue the Local Bond in typewritten form. Upon request of the registered owner and upon presentation of the Local Bond at the office of the Registrar (as hereinafter defined), the Local Government shall arrange to have prepared, executed and delivered in exchange as soon as practicable the Local Bond in printed form in an aggregate principal amount equal to the unpaid principal of the Local Bond in typewritten form, in denominations of \$5,000 and multiples thereof, of the same form and maturity and registered in such names as requested by the registered owners or their

duly authorized attorneys or legal representatives. The printed Local Bond may be executed by manual or facsimile signature of the Local Government Chair, Vice-Chair or Executive Director, any ONE of whom may act, the Local Government's seal affixed thereto and attested by the Secretary of the Local Government; provided, however, that if both such signatures are facsimiles, no Local Bond shall be valid until it has been authenticated by the manual signature of the Registrar and the date of authentication noted thereon. The typewritten Local Bond surrendered in any such exchange shall be canceled.

8. Registration and Transfer of the Local Bond. The Local Government appoints the Local Government Treasurer as paying agent and registrar (the "Registrar") for the Local Bond. If deemed to be in its best interest, the Local Government may at any time appoint a qualified bank or trust company as successor Registrar. Upon surrender of the Local Bond at the office of the Registrar, together with an assignment duly executed by the registered owner or its duly authorized attorney or legal representative in such form as shall be satisfactory to the Registrar, the Local Government shall execute, and the Registrar shall authenticate and deliver in exchange, a new Local Bond or Local Bonds having an equal aggregate principal amount, of the same form and maturity, bearing interest at the same rates and registered in such name as requested by the then registered owner or its duly authorized attorney or legal representative. Any such exchange shall be at the expense of the Local Government, except that the Registrar may charge the person requesting such exchange the amount of any tax or other governmental charge required to be paid with respect thereto.

The Registrar shall treat the registered owner as the person or entity exclusively entitled to payment of principal, premium, if any, and interest, and to the exercise of all other rights and powers of the owner, except that installments shall be paid to the person or entity shown as owner on the registration books on the 15th day of the month preceding each interest payment date.

9. Mutilated, Lost or Destroyed Local Bond. If the Local Bond has been mutilated, lost, or destroyed, the Local Government shall execute and deliver a new Local Bond of like date and tenor in exchange and substitution for, and upon cancellation of, such mutilated Local Bond or in lieu of and in substitution for such lost or destroyed Local Bond; provided, however, that the Local Government shall so execute and deliver only if the registered owner has paid the reasonable expenses and charges of the Local Government in connection therewith and, in the case of a lost or destroyed Local Bond, (a) has filed with the Local Government evidence satisfactory to the Local Government that such Local Bond was lost or destroyed and (b) has furnished to the Local Government satisfactory indemnity.

10. Preparation and Delivery of Local Bond. The Chairman, Vice Chairman, Executive Director and the Secretary of the Local Government, are each authorized and directed to take all proper steps to have the Local Bond prepared and executed in accordance with its terms and to deliver it to VRA as the purchaser thereof upon receipt of the Purchase Price from VRA as set forth in the 2020 Financing Agreement.

11. Arbitrage Covenants. The Local Government covenants that it will not directly or indirectly use or permit the use of any of the proceeds of the Local Bond or any other of its funds, or enter into, or allow any other person or entity to enter into, any arrangement, formal or informal, or take or omit to take any other action that would cause interest on any Related Series of VRA Bond to be includable in gross income for federal income tax purposes or to become a specific item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations. The Local Government also consents to the calculation of any "rebate amount"

to be paid with respect to the portion of the Related Series of VRA Bonds related to the Local Bond by a rebate calculation service selected by VRA.

12. Tax Compliance Agreement. Such officers of the Local Government as may be requested are authorized and directed to execute and deliver a nonarbitrage certificate and tax compliance agreement in a form not inconsistent with this Bond Resolution as may be approved by the officers of the Local Government executing such document, whose approval shall be evidenced conclusively by the execution and delivery thereof.

13. Limitation on Private Use. The Local Government covenants that it shall not permit the proceeds of the Local Bond or the facilities financed with the proceeds of the Local Bond to be used in any manner that would result in (a) 5% or more of such proceeds or the facilities financed with such proceeds being used in a trade or business carried on by any person other than a governmental unit, as provided in Section 141(b) of the Internal Revenue Code (the "Code"), (b) 5% or more of such proceeds or the facilities financed with such proceeds being used with respect to any output facility (other than a facility for the furnishing of water or the transportation and treatment of waste water), within the meaning of Section 141(b)(4) of the Code or (c) 5% or more of such proceeds being used directly or indirectly to make or finance loans to any persons other than a governmental unit, as provided in Section 141(c) of the Code; provided, however, that if the Local Government receives an opinion of nationally recognized bond counsel that any such covenants need not be complied with to prevent the interest on the Local Bond from being includable in the gross income of the registered owners thereof for federal income tax purposes under existing law, the Local Government need not comply with such covenants.

14. Official Statement. The Local Government authorizes and consents to the inclusion of information with respect to the Local Government contained in VRA's Preliminary Official Statement and VRA's Official Statement in final form, both prepared in connection with the sale of the VRA Bonds.

15. SNAP Investment Authorization. The Local Government heretofore has received and reviewed the Information Statement (the "Information Statement") describing the State Non-Arbitrage Program of the Commonwealth of Virginia ("SNAP"), the Contract Creating the State Non-Arbitrage Program (the "Contract") and the SNAP Fund Prospectus, and the Local Government has determined to authorize the Local Government Treasurer to utilize SNAP in connection with the investment of the proceeds of the Bond if the Local Government Chair, Vice-Chair or Executive Director, in consultation with the Local Government Treasurer, determines that the utilization of SNAP is in the best interest of the Local Government. The Local Government acknowledges the Treasury Board of the Commonwealth of Virginia is not, and shall not be, in any way liable to the Local Government in connection with SNAP, except as otherwise provided in the Contract.

16. Other Actions. All other actions of Local Government officials in conformity with the purposes and intent of this Bond Resolution and in furtherance of the issuance and sale of the Local Bond are ratified, approved and confirmed. The Local Government officials are authorized and directed to execute and to deliver all certificates and other instruments considered necessary or desirable in connection with the issuance, sale and delivery of the Local Bond pursuant to this Bond Resolution, the 2020 Financing Agreement.

17. Effective Date. This Bond Resolution shall take effect immediately.

[Form of Local Bond]

Interest in this bond is intended by the issuer thereof to be included in gross income for federal income tax purposes.

**REGISTERED
R-1**

**REGISTERED
October 18, 2020**

**UNITED STATES OF AMERICA
COMMONWEALTH OF VIRGINIA
BEDFORD REGIONAL WATER AUTHORITY \$[_____] WATER
AND SEWER SYSTEM REVENUE BOND
SERIES 2020**

REGISTERED OWNER

VIRGINIA RESOURCES AUTHORITY

PRINCIPAL

**[_____] AND
00/100 DOLLARS (\$[_____] .00)**

BEDFORD REGIONAL WATER AUTHORITY, a public body politic and corporate of the Commonwealth of Virginia (the "Local Government"), for value received, promises to pay, solely from the revenues and other property pledged to the payment of this Bond, to the registered owner of this Bond or legal representative, the principal amount advanced hereunder up to the maximum principal amount stated above, together with interest thereon at the annual rate stated in Schedule I attached hereto, as set forth below.

Principal of this bond shall be payable in annual installments in the amounts and on the dates set forth in Schedule I attached hereto. Interest on this bond shall be payable on each April 1 and October 1 commencing April 1, 2021, computed on the basis of a 360-day year of twelve 30-day months at the rates set forth in Schedule I.

If any installment of principal of or interest on this Bond is not paid to the registered owner of this Bond within five (5) days after its due date, the Local Government shall pay to the registered owner of this Bond a late payment charge in an amount equal to five percent (5%) of the overdue installment.

The principal of and interest on this Bond is payable in lawful money of the United States.

The issuance of this Bond has been duly authorized by the Board of the Local Government by a resolution adopted September 15, 2020 (the "Local Authorization"), under the Virginia Water and Waste Authorities Act, Chapter 51, Title 15.2 of the Code of Virginia of 1950, as amended. This Bond is issued pursuant to the terms of the Local Authorization and a Local Bond Sale and Financing Agreement to be dated as of September 25, 2020 (the "2020 Financing Agreement"), between the Local Government and the Virginia Resources Authority ("VRA"), to evidence a loan

by VRA to the Local Government. The Local Government will use the proceeds of the Bond, along with other available funds, if any, for engineering, design and construction services to replace aging and failed equipment including blowers, air diffusers and a dewatering press to achieve energy, operational and maintenance savings and improve operability of the Local Government's Central Wastewater Treatment Plant (the "Project").

If any failure of the Local Government to pay all or any portion of any required payment of the principal of or premium, if any, or interest on this Bond results in a withdrawal from or a drawing on any VRA Reserve (as defined in the 2020 Financing Agreement), the interest rates applicable to this Bond shall be increased to interest rates sufficient to reimburse the VRA Reserve for any forgone investment earnings on the funds withdrawn therefrom and/or pay any interest, fees or penalties assessed as a result of the withdrawal from or drawing on the VRA Reserve. The increment of interest payable pursuant to the increase in rates shall be referred to as "Supplemental Interest." The Local Government's obligation to pay Supplemental Interest shall commence on the date of the withdrawal or drawing of funds from the VRA Reserve occasioned by the Local Government's failure to pay a required payment or portion thereof as described above (the "Supplemental Interest Commencement Date"). The Local Government's obligation to pay Supplemental Interest shall terminate on the date on which the Local Government remedies such failure to pay by making all payments required but outstanding since the date of such failure to pay (the "Supplemental Interest Termination Date"). From the Supplemental Interest Commencement Date to the Supplemental Interest Termination Date, Supplemental Interest shall be due and payable on the regularly scheduled interest payment dates provided for in this Bond. As soon as reasonably possible after the Supplemental Interest Commencement Date and before the next regularly scheduled interest payment date provided for in this Bond, VRA shall deliver to the Local Government a certificate as to the increase in interest rates and the amount of Supplemental Interest. The certificate shall set forth in reasonable detail the basis for the increase in interest rates and the manner of calculation of the increase and the amount of Supplemental Interest. Such certificate shall be conclusive (absent manifest error) as to the interest rate increase and amount of Supplemental Interest set forth therein. In determining the interest rate increase and the amount of Supplemental Interest, VRA may use any reasonable averaging and attribution methods. This Bond is a limited obligation of the Local Government and, except to the extent payable from the proceeds of the sale of the Bond or the revenues as more particularly defined in the 2020 Financing Agreement, the "System"). This Bond is secured on parity with the Local Government's outstanding debt obligations listed on Exhibit J to the 2020 Financing Agreement (the "Existing Parity Bonds"), with respect to the pledge of Revenues. NEITHER THE COMMONWEALTH OF VIRGINIA NOR ANY OF ITS POLITICAL SUBDIVISIONS, INCLUDING THE LOCAL GOVERNMENT, BEDFORD COUNTY, VIRGINIA AND THE TOWN OF BEDFORD, VIRGINIA, SHALL BE OBLIGATED TO PAY THE PRINCIPAL OF OR INTEREST ON THIS BOND OR THE OTHER COSTS INCIDENT TO IT EXCEPT FROM THE REVENUES AND ANY OTHER MONEY OR PROPERTY PLEDGED FOR SUCH PURPOSE, AND NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE COMMONWEALTH OF VIRGINIA OR ANY OF ITS POLITICAL SUBDIVISIONS, INCLUDING THE LOCAL GOVERNMENT, BEDFORD COUNTY, VIRGINIA, AND THE TOWN OF BEDFORD, VIRGINIA IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THIS BOND OR OTHER COSTS INCIDENT TO IT. THE ISSUANCE OF THIS BOND DOES NOT DIRECTLY, INDIRECTLY OR CONTINGENTLY OBLIGATE THE COMMONWEALTH OF VIRGINIA OR ANY OF ITS POLITICAL SUBDIVISIONS, INCLUDING THE LOCAL GOVERNMENT, BEDFORD COUNTY,

VIRGINIA, OR THE TOWN OF BEDFORD, VIRGINIA TO LEVY ANY TAXES FOR THE PAYMENT OF THIS BOND.

The obligations of the Local Government under this Bond shall terminate when all amounts due and to become due pursuant to this Bond and the 2020 Financing Agreement have been paid in full.

The Local Government may issue additional bonds ranking on parity with this Bond, and the Existing Parity Bonds, with respect to the pledge of the Revenues (as defined in the 2020 Financing Agreement) of the System under the terms of the 2020 Financing Agreement and the Existing Financing Agreements relating to each of the Existing Parity Bonds.

This Bond is subject to prepayment, in accordance with the terms of the 2020 Financing Agreement.

If an Event of Default (as defined in the 2020 Financing Agreement) occurs, the principal of this Bond may be declared immediately due and payable by the registered owner of this Bond by written notice to the Local Government.

This Bond may be transferred only by an assignment duly executed by the registered owner or such owner's attorney or legal representative in form satisfactory to the Treasurer, as registrar. Such transfer shall be made in the registration books kept by the Treasurer, as registrar, upon presentation and surrender of this Bond.

It is certified and recited that all acts, conditions, and things required by the Constitution and statutes of the Commonwealth of Virginia to happen, exist, or be performed precedent to the issuance of this Bond have happened, exist, or been performed in due time, form, and manner as so required and that the indebtedness evidenced by this Bond is within every debt and other limit prescribed by the Constitution and statutes of the Commonwealth of Virginia.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK;

SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Bedford Regional Water Authority has caused this Bond to be signed by the Chair, Vice-Chair or Executive Director and the Authority's seal to be affixed and attested by the signature of the Secretary.

(SEAL)

BEDFORD REGIONAL WATER AUTHORITY

Robert Flynn, Chair

ATTEST:

Brian M. Key, P.E., Secretary

[SIGNATURE PAGE TO BEDFORD REGIONAL WATER AUTHORITY
\$[_____] WATER AND SEWER SYSTEM REVENUE BOND, SERIES 2020]

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(PLEASE PRINT OR TYPEWRITE NAME AND ADDRESS, INCLUDING ZIP CODE OF ASSIGNEE.)

PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE: _____

This Bond and does irrevocably constitute and appoint _____, attorney, to transfer this Bond on the books kept for its registration, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

(NOTICE: Signature(s) must be guaranteed by an Eligible Guarantor Institution such as a Commercial Bank, trust Company, Securities Broker/Dealer, Credit Union or Savings Association which is a member of a Medallion program approved by The Securities Transfer Association, Inc.)

Registered Owner
(NOTICE: The signature above must correspond with the name of the Registered Owner as it appears on the books kept for registration of this Bond in every particular, without alteration or change.)

**SCHEDULE I TO
BEDFORD REGIONAL WATER AUTHORITY
WATER AND SEWER SYSTEM REVENUE BOND, SERIES 2020
[Attach Debt Service Schedule]**

LOCAL BOND SALE AND FINANCING AGREEMENT

between

VIRGINIA RESOURCES AUTHORITY

and

BEDFORD REGIONAL WATER AUTHORITY

Dated as of September 25, 2020

**Virginia Resources Authority
Infrastructure and State Moral Obligation Revenue Bonds
(Virginia Pooled Financing Program)
Series 2020C (Tax-Exempt)**

TABLE OF CONTENTS

Page

**ARTICLE I
DEFINITIONS**

Section 1.1 Definitions..... 1
Section 1.2 Rules of Construction 5

**ARTICLE II
REPRESENTATIONS**

Section 2.1 Representations by VRA..... 6
Section 2.2 Representations by Local Government..... 6
Section 2.3 Representations Remade as of the Sale Date 8

**ARTICLE III
PURCHASE OF THE LOCAL BOND**

Section 3.1 Purchase of the Local Bond 9
Section 3.2 Issuance Expenses..... 9
Section 3.3 Schedule 1.1 10
Section 3.4 Conditions Precedent to Purchase of the Local Bond..... 10

**ARTICLE IV
USE OF PURCHASE PRICE**

Section 4.1 Deposit of Purchase Price; Investment of Amounts in Local Account 12
Section 4.2 Agreement to Accomplish Project 12
Section 4.3 Disbursement of Purchase Price and Earnings 13
Section 4.4 No Sufficiency Warranty by VRA; Local Government Required to
Complete Project..... 14

**ARTICLE V
PLEDGE AND SECURITY**

Section 5.1 Pledge..... 14
Section 5.2 Rate Covenant..... 14
Section 5.3 Annual Budget of the System 15
Section 5.4 Qualified Independent Consultant's Report 15

TABLE OF CONTENTS (cont.)

Page

**ARTICLE VI
PAYMENT AND REDEMPTION OF LOCAL BOND**

Section 6.1 Payment of Local Bond and Related Amounts..... 16
Section 6.2 Defeasance and Redemption of Local Bond..... 18
Section 6.3 Payments and Rights Assigned..... 19
Section 6.4 Obligations Absolute and Unconditional..... 19

**ARTICLE VII
OPERATION AND USE COVENANTS**

Section 7.1 Maintenance..... 19
Section 7.2 Additions and Modifications..... 19
Section 7.3 Permits 19
Section 7.4 Use 19
Section 7.5 Inspection and Local Government's Books and Records..... 20
Section 7.6 Ownership..... 20
Section 7.7 Sale or Encumbrance 20
Section 7.8 Collection of Revenues 21
Section 7.9 No Free Service..... 21
Section 7.10 No Competing Service..... 21
Section 7.11 [Intentionally Omitted] 21
Section 7.12 Lawful Charges..... 21
Section 7.13 Construction Contractors 22
Section 7.14 Engineering Services 22

**ARTICLE VIII
INSURANCE, DAMAGE AND DESTRUCTION**

Section 8.1 Insurance..... 22
Section 8.2 Requirements of Policies 23
Section 8.3 Notice of Damage, Destruction or Condemnation..... 23
Section 8.4 Damage and Destruction..... 23
Section 8.5 Condemnation and Loss of Title..... 23

**ARTICLE IX
SPECIAL COVENANTS**

Section 9.1 Tax Covenants 24
Section 9.2 Maintenance of Existence..... 24
Section 9.3 Financial Records and Statements 24
Section 9.4 Certification as to No Default and Tax Compliance..... 24
Section 9.5 Further Assurances..... 24

TABLE OF CONTENTS (cont.)

	<u>Page</u>
Section 9.6	Assignment by Local Government 25
Section 9.7	Continuing Disclosure 25
Section 9.8	Other Indebtedness..... 28
Section 9.9	Additional Indebtedness..... 28
Section 9.10	Litigation; Material Change..... 30

**ARTICLE X
DEFAULTS AND REMEDIES**

Section 10.1	Events of Default 30
Section 10.2	Acceleration 31
Section 10.3	Other Remedies..... 31
Section 10.4	Delay and Waiver 31

**ARTICLE XI
MISCELLANEOUS**

Section 11.1	State Aid Intercept 32
Section 11.2	Successors and Assigns..... 32
Section 11.3	Amendments 32
Section 11.4	Limitation of Local Government's Liability 32
Section 11.5	Applicable Law 32
Section 11.6	Severability 32
Section 11.7	Notices 32
Section 11.8	Right to Cure Default..... 33
Section 11.9	Term of Agreement..... 33
Section 11.10	Counterparts..... 33

Exhibit A	Form of Local Bond
Exhibit B	Description of the Project
Exhibit C	Pending or Threatened Actions, Suits, Proceedings, or Investigations
Exhibit D	Form of Requisition
Exhibit E	Operating Data
Exhibit F	Form of Opinion of Counsel to the Local Government
Exhibit G	Form of Certification as to No Default and Tax Compliance
Exhibit H	Description of Special Use Arrangements
Exhibit I	Form of Annual Budget
Exhibit J	Existing Parity Bonds

Schedule 1.1	Final Terms
--------------	-------------

LOCAL BOND SALE AND FINANCING AGREEMENT

This **LOCAL BOND SALE AND FINANCING AGREEMENT** is dated as of September 25, 2020, and is between the **VIRGINIA RESOURCES AUTHORITY**, a public body corporate and a political subdivision of the Commonwealth of Virginia ("VRA"), and the **BEDFORD REGIONAL WATER AUTHORITY**, a public body corporate and political and a political subdivision of the Commonwealth of Virginia (the "Local Government").

A. VRA intends to issue its Related Series of VRA Bonds, as hereinafter defined, and to use a portion of the proceeds thereof to acquire from the Local Government the Local Bond, as hereinafter defined.

B. VRA and the Local Government wish to set forth herein certain terms, conditions and provisions related to the application of the proceeds to be received pursuant to this Agreement, the payment of the debt service thereon and the security therefor, and the use and maintenance of the Related Financed Property, as hereinafter defined.

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

ARTICLE I DEFINITIONS

Section 1.1 Definitions. Each capitalized term contained in this Agreement has the meaning set forth below:

"**2020C Acquisition Fund**" has the meaning set forth in the Related Supplemental Series Indenture.

"**Act**" means the Virginia Resources Authority Act, Chapter 21, Title 62.1 of the Code of Virginia of 1950, as amended.

"**Agreement**" means this Local Bond Sale and Financing Agreement dated the date first written above, between VRA and the Local Government, as modified, altered, amended or supplemented in accordance with the terms hereof.

"**Annual Budget**" means the budget of the System for each Fiscal Year.

"**Business Day**" means any day on which commercial banking institutions are generally open for business in New York, New York and Richmond, Virginia.

"**Closing Date**" means November 18, 2020 or such other date as may be determined by VRA.

"**Consulting Engineer**" means the Local Engineer or the Outside Engineer.

"**Effective Date**" means September 25, 2020, which is the deadline for the Local Government to provide an executed copy of this Agreement to VRA.

"Event of Default" has the meaning set forth in Section 10.1.

"Existing Parity Bonds" has the meaning set forth in Section 2.2(n).

"Financing Parameters" means the parameters established by the governing body of the Local Government regarding the terms and conditions of the Local Bond, which may include a maximum par amount, maximum "true" interest cost or targeted savings.

"Fiscal Year" means the 12-month period beginning July 1 of one year and ending on June 30 of the following year, or if the Local Government has established another 12-month period as its annual accounting period such other 12-month period.

"Government Obligations" means direct obligations of, or obligations the payment of the principal of and interest on which is unconditionally guaranteed by, the United States of America.

"Local Account" means the local account established for the Local Bond within the 2020C Acquisition Fund.

"Local Authorization" means the resolution adopted on September [15], 2020 by a majority of the members of the governing body of the Local Government approving (i) the transactions contemplated by and authorizing the execution and delivery of the Local Bond Documents and (ii) the execution, issuance and sale of the Local Bond subject to the Financing Parameters.

"Local Bond" means the Local Government's Water and Sewer System Revenue Bond, Series 2020, issued in the original principal amount set forth in Schedule 1.1, as such bond may be amended or modified.

"Local Bond Documents" means this Agreement and the Local Tax Document.

"Local Engineer" means an officer or employee of the Local Government so designated in writing by a Local Representative, which officer or employee (i) is licensed as a professional engineer in Virginia, (ii) has recognized standing and experience in the design and construction of facilities similar to the Project and (iii) is subject to VRA's reasonable approval.

"Local Government" means the Bedford Regional Water Authority.

"Local Representative" means (i) the chair or vice chair of the governing body of the Local Government, (ii) the chief executive officer of the Local Government and (iii) any other official or employee of the Local Government authorized by resolution of the governing body of the Local Government to perform the act or sign the document in question.

"Local Tax Document" means the Nonarbitrage Certificate and Tax Compliance Agreement dated the Closing Date, between the Local Government and VRA, as modified, altered, amended and supplemented.

"Master Indenture" means the Master Indenture of Trust dated as of December 1, 2003, between VRA and the Trustee, as modified, altered, amended and supplemented in accordance with its terms.

"Net Revenues Available for Debt Service" means the Revenues less amounts necessary to pay Operation and Maintenance Expenses.

"Operation and Maintenance Expenses" means the costs of operating and maintaining the System determined under generally accepted accounting principles, exclusive of (i) interest on any debt payable from Revenues, (ii) depreciation and other items not requiring the expenditure of cash, (iii) any amounts expended for capital replacements, repairs and maintenance not recurring either annually or biannually, depending on the customary practice of performing operation and maintenance, or reserves therefor, and (iv) reserves for administration, operation and maintenance occurring in the normal course of business.

"Outside Engineer" means a firm of independent consulting engineers with recognized standing in the field of water and sewer engineering and licensed as professional engineers in Virginia that the Local Government designates in writing, subject to VRA's reasonable approval.

"Parity Bonds" means the bonds and other obligations of the Local Government secured by a pledge of Revenues on a parity with the lien of the pledge of Revenues that secures the Local Bond.

"Proceeds Requested" means \$[4,263,599] together with an amount to pay related costs of issuance or such other amount requested in writing by the Local Government and approved by VRA prior to the Sale Date.

"Project" means the project described in Exhibit B.

"Project Budget" means the budget for the Project set forth in Schedule 1.1.

"Project Costs" means the costs of the Project to the extent such costs are included in the definition of "cost" set forth in Section 62.1-199 of the Act, and includes the refunding of obligations of VRA or the Local Government issued to finance or refinance "costs" set forth in Section 62.1-199 of the Act.

"Purchase Price" has the meaning set forth in Schedule 1.1 and represents the amount received by the Local Government from the sale of the Local Bond to VRA. The Purchase Price of the Local Bond will be determined by adding to or subtracting from the portion of the par amount of the Local Bond the Local Government's share of the net original issue premium or discount on the Related Series of VRA Bonds and by subtracting from the par amount of the Local Bond the Local Government's share of VRA's expenses as set forth in Section 3.2 and the Local Government's share of the deposit on the Closing Date to any applicable VRA Reserve. It is acknowledged that the Purchase Price does not include any accrued interest on the Local Bond from its dated date to the Closing Date.

"Qualified Independent Consultant" means an independent professional consultant having the skill and experience necessary to provide the particular certificate, report or approval required by the provision of this Agreement in which such requirement appears, including without limitation an Outside Engineer, and an independent certified public accountant or firm of independent certified public accountants; provided, however, all Qualified Independent Consultants are subject to the reasonable approval of VRA.

"Registrar" means the officer or employee of the Local Government designated under the Local Authorization to maintain the registration books for the Local Bond.

"Related Financed Property" means the land, building, equipment and other property, the acquisition, construction, renovation, or equipping of which was financed by the Local Bond as part of the Project.

"Related Portion of VRA Bonds" means the portion of the Related Series of VRA Bonds allocable to the Local Bond (as determined by VRA), including any bonds issued by VRA to refund such Related Series of VRA Bonds in whole or in part.

"Related Series of VRA Bonds" means the Virginia Resources Authority Infrastructure and State Moral Obligation Revenue Bonds (Virginia Pooled Financing Program), Series 2020C (Tax-Exempt) (or such other series of Infrastructure and State Moral Obligation Revenue Bonds (Virginia Pooled Financing Program that is specified in Schedule 1.1), in the original aggregate principal amount set forth in Schedule 1.1, and, unless the Local Government receives notice to the contrary from VRA, any bonds issued by VRA to refund the Related Series of VRA Bonds in whole or in part.

"Related Supplemental Series Indenture" means the Forty-Ninth Supplemental Series Indenture of Trust dated as of November 1, 2020, between VRA and the Trustee, as modified, altered, amended and supplemented in accordance with its terms and those of the Master Indenture.

"Revenue Fund" has the meaning set forth in the Master Indenture.

"Revenues" means (i) all rates, fees, rentals, charges and other income properly allocable to the System under generally accepted accounting principles or resulting from the Local Government's ownership or operation of the System and all rights to receive the same, whether now existing or hereafter coming into existence, exclusive of user and other deposits subject to refund until such deposits have become the Local Government's property, (ii) the proceeds of any insurance covering business interruption loss relating to the System (including without limitation any amount that may be appropriated for and paid to the Local Government by the County of Bedford, Virginia under certain support agreements or otherwise), (iii) interest on any money or securities related to the System held by or on behalf of the Local Government and (iv) any other income from other sources now or hereafter pledged or specifically made available by or on behalf of the Local Government, including any appropriations made by the Local Government, to or for the payment of Operation and Maintenance Expenses or debt service on Parity Bonds.

"Sale Date" means October 28, 2020, or such other date specified in Schedule 1.1.

"Subordinate Debt" means obligations of the Local Government secured by a pledge of Revenues expressly made subordinate to the pledge securing the Local Bond and any other Parity Bonds, and any obligations to make deposits related to reserve funds, rebate funds and similar funds or accounts established for the benefit of the Local Bond or any other Parity Bonds.

"Supplemental Interest" has the meaning set forth in Section 6.1.

"System" means all plants, systems, facilities, equipment or property owned, operated or maintained by the Local Government and used in connection with the supply, treatment, storage or distribution of water and the collection and treatment of wastewater, as the same may exist from time to time.

"Trustee" means U.S. Bank National Association, Richmond, Virginia, as trustee under the Master Indenture and the Related Supplemental Series Indenture, or its successors serving in such capacity.

"Virginia SNAP" means the Commonwealth of Virginia State Non-Arbitrage Program.

"VRA" means the Virginia Resources Authority, a public body corporate and a political subdivision of the Commonwealth of Virginia.

"VRA Bonds" means the Related Series of VRA Bonds and any additional bonds issued under the Master Indenture.

"VRA Reserve" means any one or more of the Capital Reserve Fund, the Infrastructure Debt Service Reserve Fund, the Operating Reserve Fund, a CRF Credit Facility or an Infrastructure Revenue DSRF Facility, each as defined in the Master Indenture.

Section 1.2 Rules of Construction. The following rules apply to the construction of this Agreement unless the context requires otherwise:

(a) Singular words connote the plural number as well as the singular and vice versa.

(b) Words importing the redemption or calling for redemption of the Local Bond do not refer to or connote the payment of the Local Bond at its stated maturity.

(c) All references in this Agreement to particular Articles, Sections or Exhibits are references to Articles, Sections or Exhibits of this Agreement unless otherwise indicated.

(d) The headings and table of contents as used in this Agreement are solely for convenience of reference and do not constitute a part of this Agreement and do not affect its meaning, construction or effect.

ARTICLE II REPRESENTATIONS

Section 2.1 Representations by VRA. VRA represents to the Local Government as follows:

(a) VRA is a duly created and validly existing public body corporate and political subdivision of the Commonwealth of Virginia vested with the rights and powers conferred upon it under the Act.

(b) VRA has full right, power and authority to (i) issue, sell and deliver the Related Series of VRA Bonds, (ii) direct the Trustee to use a portion of the proceeds of the Related Series of VRA Bonds to purchase the Local Bond from the Local Government as contemplated under the Related Supplemental Series Indenture and this Agreement and (iii) carry out and consummate all other transactions contemplated by this Agreement.

(c) VRA has duly authorized, executed and delivered this Agreement, and this Agreement constitutes a legal, valid and binding obligation of VRA enforceable against VRA in accordance with its terms.

Section 2.2 Representations by Local Government. The Local Government represents to VRA as follows:

(a) The Local Government is a duly created and validly existing Virginia "local government" (as defined in Section 62.1-199 of the Act) and is vested with the rights and powers conferred upon it by Virginia law.

(b) The Local Government has full right, power and authority to (i) adopt the Local Authorization and execute and deliver the Local Bond Documents and all related documents, (ii) issue, sell and deliver its Local Bond to the Trustee, (iii) own and operate the System, (iv) undertake the Project and (v) carry out and consummate all of the transactions contemplated by the Local Authorization, the Local Bond and the Local Bond Documents.

(c) The Local Authorization authorized the execution and delivery of this Agreement and this Agreement is in substantially the same form as presented to the Local Government's governing body at its meeting at which the Local Authorization was adopted. The Local Authorization was filed in the Circuit Court of the [County of Bedford] on [_____], 2020.

(d) The Local Government has obtained all governmental permits, licenses, registrations, certificates, authorizations and approvals required to have been obtained as of the Effective Date for the Local Government's (i) adoption of the Local Authorization, (ii) execution and delivery of the Local Bond Documents and the Local Bond, (iii) performance of its obligations under the Local Bond Documents and the Local Bond, (iv) the undertaking of the Project and (v) the operation and use of the System. The Local Government knows of no reason why any such required governmental permits, licenses, registrations, certificates, authorizations or approvals not required to be obtained by the Effective Date cannot be obtained as required in the future.

(e) The Local Government has executed and delivered this Agreement, and this Agreement constitutes a legal, valid and binding obligation of the Local Government enforceable against the Local Government in accordance with its terms.

(f) When executed and delivered in accordance with the Local Authorization and this Agreement, the Local Bond will have been executed and delivered by duly authorized officials of the Local Government and will constitute a legal, valid and binding limited obligation of the Local Government enforceable against the Local Government in accordance with its terms.

(g) The issuance of the Local Bond and the execution and delivery of the Local Bond Documents and the performance by the Local Government of its obligations thereunder are within the powers of the Local Government and will not conflict with, or constitute a breach or result in a violation of (i) to the best of the Local Government's knowledge, any federal, or Virginia constitutional or statutory provision, including the Local Government's charter or articles of incorporation, if any, (ii) any agreement or other instrument to which the Local Government is a party or by which it is bound or (iii) any order, rule, regulation, decree or ordinance of any court, government or governmental authority having jurisdiction over the Local Government or its property.

(h) The Local Government is not in default in the payment of the principal of or interest on any of its indebtedness for borrowed money and is not in default under any instrument under and subject to which any indebtedness for borrowed money has been incurred. No event or condition has happened or existed, or is happening or existing, under the provisions of any such instrument, including but not limited to this Agreement, which constitutes, or which, with notice or lapse of time, or both, would constitute an event of default thereunder.

(i) The Local Government (i) to the best of the Local Government's knowledge, is not in violation of any existing law, rule or regulation applicable to it in any way that would have a material adverse effect on its financial condition or its ability to perform its obligations under the Local Bond or the Local Bond Documents and (ii) is not in default under any indenture, mortgage, deed of trust, lien, lease, contract, note, order, judgment, decree or other agreement, instrument or restriction of any kind to which the Local Government is a party or by which it is bound or to which any of its assets is subject that would have a material adverse effect on its financial condition or its ability to perform its obligations under the Local Bond and the Local Bond Documents. The Local Government's execution and delivery of the Local Bond and the Local Bond Documents and its compliance with the terms and conditions thereof will not conflict with or result in a breach of or constitute a default under any of the foregoing.

(j) The Local Government reasonably expects that, unless otherwise permitted by the terms of the Local Bond Documents or approved by VRA, the Local Government will own, operate and control the System at all times during the term of the Local Bond.

(k) Except as set forth in Exhibit C, there are not pending nor, to the best of the Local Government's knowledge, threatened against the Local Government, any actions, suits, proceedings or investigations of a legal, equitable, regulatory, administrative or legislative nature (i) affecting the creation, organization or existence of the Local Government or the title of its

officers to their respective offices, (ii) seeking to prohibit, restrain or enjoin the approval, execution, delivery or performance of the Local Authorization, the Local Bond Documents or the issuance or delivery of the Local Bond, (iii) in any way contesting or affecting the validity or enforceability of the Local Bond, the Local Authorization, the Local Bond Documents or any agreement or instrument relating to any of the foregoing, (iv) in which a judgment, order or resolution may have a material adverse effect on the Local Government or its business, assets, condition (financial or otherwise), operations or prospects or on its ability to perform its obligations under the Local Authorization, the Local Bond Documents or the Local Bond or (v) affecting the Project.

(l) The financial statements, applications and other information that the Local Government furnished to VRA in connection with this Agreement fairly and accurately portray the Local Government's financial condition, as of their dates, and there has been no material adverse change in the financial condition of the Local Government since the date of the financial statements provided to VRA in connection with this Agreement.

(m) Nothing that would constitute an Event of Default hereunder has occurred and is continuing, and no event or condition exists that with the passage of time or the giving of notice, or both, would constitute an Event of Default hereunder.

(n) A list of all Parity Bonds that are outstanding on the date of this Agreement is attached as Exhibit J (the "Existing Parity Bonds").

(o) Except for the Existing Parity Bonds, there is no indebtedness of the Local Government secured by a pledge of Revenues prior to or on a parity with the lien of the pledge of Revenues that secures the Local Bond.

Section 2.3 Representations Remade as of the Sale Date. (a) It shall be a condition precedent of VRA's obligation to sell the Related Series of VRA Bonds that the Local Government's representations and warranties set forth in Section 2.2 be true and accurate in all respects on the Sale Date.

(b) If prior to the Sale Date, any representation or warranty set forth in Section 2.2 becomes untrue or inaccurate, then the Local Government shall notify VRA within one Business Day of becoming aware of such facts, and VRA, in its sole and absolute discretion, shall determine whether to sell VRA Bonds on behalf of the Local Government, which series of VRA Bonds (if any) to sell on behalf of the Local Government and any additional conditions precedent to the sale of such VRA Bonds or the purchase of the Local Bond.

ARTICLE III PURCHASE OF THE LOCAL BOND

Section 3.1 Purchase of the Local Bond. (a) Subject to the terms and conditions and in reliance upon the representations, warranties and agreements set forth or incorporated herein, VRA shall purchase, solely from the proceeds of the Related Series of VRA Bonds, all, but not less than all, of the Local Bond from the Local Government, and the Local Government shall, subject to the Financing Parameters, sell and deliver to VRA the Local Bond for the Purchase

Price. The Local Government acknowledges that the Purchase Price is determined by VRA, is subject to VRA's Purchase Price Objective (as defined below) and market conditions as described below, and is expected to be substantially equal to the Proceeds Requested. The Local Government shall issue the Local Bond pursuant to the Local Authorization and in substantially the form of Exhibit A to this Agreement. As a condition of VRA entering into this Agreement, the Local Government shall deliver to VRA a copy of the Local Authorization as adopted prior to the date hereof.

(b) The Local Government acknowledges that VRA has advised the Local Government that its objective is to pay the Local Government the Purchase Price for its Local Bond which in VRA's judgment reflects the market value of the Local Bond ("Purchase Price Objective"), taking into consideration the Financing Parameters, the purchase price received by VRA for the Related Series of VRA Bonds, the underwriters' discount and other issuance costs of the Related Series of VRA Bonds and other market conditions relating to the sale of the Related Series of VRA Bonds. The Local Government further acknowledges that VRA has advised it that such factors may result in the Local Bond having a value other than par and that in order to receive an amount of proceeds that is substantially equal to the Proceeds Requested, the Local Government may need to issue the Local Bond with a par amount that is greater or less than the Proceeds Requested. The Local Government shall not issue the Local Bond if doing so would violate any Financing Parameter. The Local Government shall issue the Local Bond at a par amount that provides to the fullest extent practicable given VRA's Purchase Price Objective, a Purchase Price at least equal to the Proceeds Requested, all in accordance with the Local Authorization. The Local Government acknowledges that the Purchase Price will be less than the Proceeds Requested if any Financing Parameter prevents VRA from generating a Purchase Price substantially equal to the Proceeds Requested, based upon VRA's Purchase Price Objective.

Section 3.2 Issuance Expenses. VRA shall pay, or cause to be paid, from the proceeds of the Related Series of VRA Bonds all expenses incident to the performance of VRA's obligations under and the fulfillment of the conditions imposed by this Agreement in connection with the issuance, sale and delivery of the Related Series of VRA Bonds and the purchase of the Local Bond on the Closing Date, including, but not limited to: (i) the cost, if any, of preparing and delivering the Related Series of VRA Bonds; (ii) the cost of preparing, printing and delivering the Preliminary Official Statement and the Official Statement for the Related Series of VRA Bonds and any amendment or supplement thereto; (iii) the fees and expenses of the financial advisor(s) and bond counsel to VRA; and (iv) all other costs and expenses incurred by VRA. The Local Government shall pay all expenses of the Local Government incident to the issuance, sale and delivery of the Local Bond, including, but not limited to the fees and disbursements of the financial advisor, counsel and bond counsel to the Local Government from the Purchase Price or other funds of the Local Government.

Section 3.3 Schedule 1.1. VRA shall complete Schedule 1.1, which shall set forth, among other things, the principal amount, interest rates, payment schedule and Purchase Price with respect to the Local Bond and the principal amount of the Related Series of VRA Bonds on or after the Sale Date. VRA shall deliver the completed Schedule 1.1 to the Local Government and shall attach Schedule 1.1 to this Agreement. Upon delivery to the Local Government, the completed

Schedule 1.1 shall become a part of this Agreement the same as if it were a part hereof on the Effective Date.

Section 3.4 Conditions Precedent to Purchase of the Local Bond. VRA shall not be required to cause the Trustee to purchase the Local Bond unless:

(a) VRA has received the following, all in form and substance satisfactory to VRA:

(1) Certified copies of the Local Authorization and all other ordinances and resolutions of the Local Government relating to the Local Bond Documents and the Local Bond, if any.

(2) A certificate of the appropriate officials of the Local Government dated the Closing Date as to the matters set forth in Section 2.2 and Section 2.3 (to the extent applicable), including appropriate certifications regarding the Local Bond Documents, and such other matters as VRA may reasonably require.

(3) Evidence that the Local Government has performed and satisfied all of the terms and conditions contained in this Agreement to be performed and satisfied by it as of such date.

(4) An opinion of counsel to the Local Government in substantially the form attached as Exhibit F.

(5) An opinion of bond counsel to the Local Government in form and substance reasonably satisfactory to VRA.

(6) Evidence that the Local Government has complied with the insurance provisions set forth in Section 8.1 and Section 8.2.

(7) The executed Local Bond and original executed counterparts of the Local Tax Document.

(8) A certificate of the Consulting Engineer giving the Consulting Engineer's estimate of the construction portion of the total Project Costs to be financed with the proceeds of the Local Bond, which estimate must be in an amount and otherwise compatible with the financing plan described in the Project Budget.

(9) A certificate of a Consulting Engineer (i) to the effect that the Purchase Price and funds available from the other sources specified in the Project Budget will be sufficient to pay all of the estimated Project Costs and (ii) specifying the date the Local Government is expected to complete the Project.

(10) A certificate of an Outside Engineer or a Qualified Independent Consultant, including supporting documentation, to the effect that during the first two complete Fiscal Years following the estimated completion date of the Project, the projected

Net Revenues Available for Debt Service will satisfy the Local Government's rate covenant under Section 5.2(a). In providing this certificate, the Outside Engineer or Qualified Independent Consultant may take into consideration future System rate increases, provided that such rate increases have been duly approved by the Local Government's governing body and any other person or entity required to give approval for the rate increase to become effective. In addition, the Outside Engineer or Qualified Independent Consultant may take into consideration additional future revenues to be derived under existing contractual arrangements entered into by the Local Government and from reasonable estimates of growth in the Local Government's consumer base.

(11) A certificate of the Consulting Engineer to the effect that (i) all governmental permits, licenses, registrations, certificates, authorizations and approvals for the undertaking of the Project and the operation and use of the System required to have been obtained as of the Closing Date have been obtained and (ii) the Consulting Engineer knows of no reason why any such required governmental permits, licenses, registrations, certificates, authorizations and approvals for the undertaking of the Project and the operation and use of the System cannot be obtained as required in the future.

(12) Evidence that the Local Government is in compliance with the construction contract provisions set forth in Section 7.13 with respect to any existing contracts as of the Closing Date.

(13) Evidence that the Local Government has satisfied all conditions precedent to the issuance of the Local Bond as a "Parity Bond" under the financing documents for the Existing Parity Bonds.

(14) Such other documentation, certificates and opinions as VRA may reasonably require as set forth in Schedule 1.1.

(b) The initial purchasers of the Related Series of VRA Bonds have paid in full and VRA has accepted the purchase price for the Related Series of VRA Bonds on the Closing Date. It is understood that the sole source of funds to pay the Purchase Price is a portion of the proceeds of the Related Series of VRA Bonds.

ARTICLE IV USE OF PURCHASE PRICE

Section 4.1 Deposit of Purchase Price; Investment of Amounts in Local Account.

(a) On the Closing Date, VRA shall cause the Trustee to deposit the Purchase Price into the Local Account and to apply the Purchase Price and the earnings thereon as set forth in the Related Supplemental Series Indenture, this Agreement and the Local Tax Document.

(b) The Local Government acknowledges and consents to the investment of the Purchase Price and the earnings thereon in Virginia SNAP.

Section 4.2 Agreement to Accomplish Project. (a) The Local Government shall cause the Project to be acquired, constructed, expanded, renovated, equipped or financed as described in

Exhibit B and in accordance with the Project Budget, this Agreement, the Local Tax Document and the plans, specifications and designs prepared by the Consulting Engineer and approved by the Local Government. The Local Government shall complete, or cause to be completed, the Project by the date set forth in the certificate delivered under Section 3.4(a)(9). The Local Government shall obtain the approval of all applicable regulatory agencies to all plans, specifications and designs for the Project. The Local Government shall maintain complete and accurate books and records of the Project Costs and permit VRA or the Trustee through their representatives to inspect such books and records at any reasonable time.

(b) Upon completion of the Project, the Local Government shall promptly deliver to VRA and the Trustee a certificate signed by a Local Representative and by the Consulting Engineer stating (i) that the Project has been completed substantially in accordance with this Article and in substantial compliance with all material applicable laws, ordinances, rules and regulations, (ii) the date of such completion and (iii) that all certificates of occupancy or other material permits then necessary for the use, occupancy and operation of the Related Financed Property have been issued or obtained. Such certificate shall be accompanied by a copy of the final requisition submitted to the Trustee pursuant to Section 4.3, including Schedule 1 thereto.

(c) If upon completion of the Project and payment of all related costs of issuance, there is a balance remaining in the Local Account, the Trustee shall apply any remaining balance at the direction of the Local Government to pay interest on the Local Bond or in such other manner that is permitted under the Act and will not, in the opinion of a nationally-recognized bond counsel delivered to VRA and the Trustee, have an adverse effect on the tax status of the Related Series of VRA Bonds.

Section 4.3 Disbursement of Purchase Price and Earnings. Except as provided in Section 4.2(c), the Local Government shall apply the amounts in the Local Account solely and exclusively to the payment or reimbursement of the Local Government for the Project Costs. Not more frequently than once per calendar month, the Trustee shall disburse amounts from the Local Account to the Local Government or as directed by the Local Government upon the Trustee's receipt of the following:

(a) A requisition (upon which the Trustee and VRA shall be entitled to rely) signed by a Local Representative and containing all information called for by, and otherwise being in the form of, Exhibit D (including the Schedules thereto).

(b) Receipts, vouchers, statements, bills of sale or other evidence of payment of the related Project Costs.

(c) If any requisition includes an item for payment for labor or to contractors, builders or materialmen:

(1) a certificate, signed by a Consulting Engineer, stating that such work was actually performed or such materials, supplies or equipment were actually furnished or installed in or about the construction of the Project; and

(2) a certificate, signed by a Consulting Engineer (that may rely on representations of counsel or a title insurance agency reasonably acceptable to VRA), stating that no notice of any lien, right to lien or attachment upon, or claim affecting the right to receive payment of, any of the money payable under the requisition to any of the persons, firms or corporations named in it has been received, or if any notice of any such lien, attachment or claim has been received, such lien, attachment or claim has been released or discharged or will be released or discharged upon payment of the requisition.

(d) If any requisition includes an item for payment of the cost of acquisition of any lands or easements, rights or interests in or relating to lands, there shall also be attached to such requisition:

(1) a certificate, signed by a Consulting Engineer, stating that such lands, easements, rights or interests are being acquired and are necessary or convenient for the construction of the Project; and

(2) a certificate, signed by a Consulting Engineer (that may rely on representations of counsel or a title insurance agency reasonably acceptable to VRA), stating that upon payment therefor the Local Government will have title in fee simple to, or easements, rights or interests sufficient for the purposes of, the Project over and through the subject lands.

Following VRA's approval of each such requisition and accompanying invoice(s) and certificate(s), which approval will not unreasonably be withheld, the Trustee shall pay the requisition from the Local Account in accordance with the instructions in such requisition.

The Local Government agrees that any amounts disbursed to it or for its account from the Local Account will be (i) immediately applied to reimburse the Local Government for Project Costs it has already paid or (ii) actually spent to pay Project Costs not later than five banking days after receipt.

Section 4.4 No Sufficiency Warranty by VRA; Local Government Required to Complete Project. VRA makes no warranty, either express or implied, that the Purchase Price will be sufficient to pay all or any particular portion of the Project Costs. If the Purchase Price is not sufficient to pay in full the cost of the Project, the Local Government shall complete the Project at its own expense and shall not be entitled to any reimbursement therefor from VRA or any abatement, diminution or postponement of its payments under the Local Bond or this Agreement.

ARTICLE V PLEDGE AND SECURITY

Section 5.1 Pledge. Subject to the Local Government's right to apply Revenues to the payment of Operation and Maintenance Expenses, the Revenues are hereby pledged to secure the payment of the principal of and premium, if any, and interest on the Local Bond and the payment and performance of the Local Government's obligations under this Agreement on a parity with any Parity Bonds. This pledge shall be valid and binding from and after the Closing Date. The Revenues, as received by the Local Government, shall immediately be subject to the lien of this

pledge without any physical delivery of them or further act. Except as stated above, the lien of this pledge shall have priority over all other obligations and liabilities of the Local Government payable from Revenues, and the lien of this pledge shall be valid and binding against all parties having claims of any kind against the Local Government regardless of whether such parties have notice of this pledge. Until the occurrence and continuation of an Event of Default, the Local Government may, after the application each month of Revenues to the payment of the Operation and Maintenance Expenses and debt service on the Local Bond and any other Parity Bond, use the Revenues for any lawful purpose.

Section 5.2 Rate Covenant. (a) The Local Government shall fix and collect rates, fees and other charges for the use of and for services furnished or to be furnished by its System, and will from time to time revise such rates, fees and other charges so that in each Fiscal Year the Net Revenues Available for Debt Service will equal at least 115% of the amount required during the Fiscal Year to pay the principal of and interest on the Local Bond and all other Parity Bonds.

(b) If, for any reason, the Net Revenues Available for Debt Service are insufficient to satisfy the covenant set forth in subsection (a), the Local Government shall (i) on its demand, pay to VRA a rate maintenance penalty fee in an amount of \$5,000, and (ii) within 90 days adjust and increase its rates, fees and other charges or reduce its Operation and Maintenance Expenses so as to provide sufficient Net Revenues Available for Debt Service to satisfy such requirement.

(c) On or before the last day of each Fiscal Year, the Local Government shall review the adequacy of its rates, fees and other charges for the next Fiscal Year, and, if such review indicates the Local Government's rates, fees and other charges will be insufficient to satisfy the rate covenant in subsection (a), the Local Government shall promptly take appropriate action to increase its rates, fees and other charges or reduce its Operation and Maintenance Expenses to cure any deficiency.

Section 5.3 Annual Budget of the System. Not less than 15 days before the first day of each Fiscal Year, the Local Government shall submit to its governing body and to VRA a copy of a preliminary annual budget, containing all information called for by, and otherwise being in the form of, Exhibit I to this Agreement, for such Fiscal Year setting forth a schedule of the rates, fees and other charges to be imposed by the Local Government, the Revenues estimated to be generated thereby and the expenditures anticipated by the Local Government for operations, maintenance, repairs, replacements, improvements, debt service and other purposes. The Local Government shall adopt, prior to the first day of each Fiscal Year, a budget for such Fiscal Year. The Local Government shall ensure that the adopted budget contains the information required to be included in the preliminary budget. Such budget as approved by the Local Government's governing body is referred to in this Agreement as the Annual Budget. The Local Government may at any time during any Fiscal Year amend the Annual Budget for such Fiscal Year so long as such amendment does not result in an Event of Default. The Local Government shall promptly submit to VRA, in an electronic format, a copy of the Annual Budget and any amendments thereto.

Section 5.4 Qualified Independent Consultant's Report. (a) If at the end of any Fiscal Year, the Local Government is not in compliance with the rate covenant made by the Local

Government in Section 5.2(a), within 210 days after the end of such Fiscal Year, the Local Government shall obtain a report from the Qualified Independent Consultant. The Local Government shall ensure that the report gives advice and makes recommendations as to the proper maintenance, repair, replacement and operation of the System for the next ensuing Fiscal Year and estimating the costs thereof as to the rates, fees, and other charges which should be established by the Local Government to satisfy the rate covenant in Section 5.2(a). The Local Government shall promptly furnish a copy of such report to VRA and, subject to Section 5.4(b), take measures to implement the recommendations of the Qualified Independent Consultant within 90 days of obtaining such report.

(b) If the Local Government determines that the Qualified Independent Consultant's recommendations are impractical or inappropriate, the Local Government may in lieu thereof adopt other procedures which the Local Government believes will bring it into compliance with the rate covenant made by the Local Government in Section 5.2(a) when such measures have been implemented and become fully effective. Such alternative plan shall be filed with VRA not later than 30 days after receipt of the Qualified Independent Consultant's report along with a detailed explanation of the Local Government's reason for rejecting the Qualified Independent Consultant's recommendations. Notwithstanding anything herein to the contrary, VRA reserves the right, in its sole discretion, to reject such alternate procedures and, to the extent permitted by law, require the Local Government to comply with the Qualified Independent Consultant's recommendations.

ARTICLE VI PAYMENT AND REDEMPTION OF LOCAL BOND

Section 6.1 Payment of Local Bond and Related Amounts. (a) Until the principal of and premium, if any, and interest on the Local Bond and all other amounts payable under this Agreement have been paid in full, the Local Government shall pay the Trustee or VRA, as applicable, the following amounts:

(1) to the Trustee, the amounts required by the Local Bond on such dates and in such manner as provided for in the Local Bond – the term "interest," as used in the Local Bond and this Agreement, includes Supplemental Interest, when and if payable;

(2) to VRA, on its demand, no later than 15 days after VRA provides notice to the Local Government any amounts payable under the Local Tax Document, any amounts payable under the Local Tax Document, including without limitation the costs of any rebate calculation agent;

(3) to VRA, on its demand, a late payment penalty in an amount equal to 5.0% of the payment on the Local Bond not paid within 5 days after its due date;

(4) to the Trustee, the Local Government's share (as determined by VRA) of the annual fees and expenses of the Trustee, less the Local Government's share of the net earnings on the Revenue Fund, Infrastructure Revenue Debt Service Fund and Moral Obligation Debt Service Fund established under the Master Indenture (as determined

by VRA), and the Local Government shall pay such amounts no later than 15 days after VRA or the Trustee sends to the Local Government a written bill for them;

(5) to VRA, the reasonable costs and expenses, including reasonable attorneys' fees, if any, incurred by VRA in connection with (i) an Event of Default or default by the Local Government under this Agreement (ii) any amendment to or discretionary action that VRA undertakes at the request of the Local Government under this Agreement, any other document related to the Related Series of VRA Bonds or the Local Bond or (iii) any claim, lawsuit or other challenge to the Local Bond, the VRA Bonds or this Agreement that arises, at least in part, out of the Local Government's authorization of its issuance of the Local Bond, and the Local Government shall pay such amounts no later than 15 days after VRA or the Trustee sends to the Local Government a written bill for them; and

(6) to the Trustee, an amount equal to one-sixth (1/6) of the amount of any deficiency in the amount on deposit in the Local Debt Service Reserve Fund as determined by the Trustee on the immediately preceding Local Reserve Fund Determination Date any deficiency in the Local Debt Service Reserve Fund, on the first day of each month after such default in payments until the deficiency is eliminated.

(b) If any failure of the Local Government to pay all or any portion of any required payment of the principal of or premium, if any, or interest on the Local Bond results in a withdrawal from or a drawing on any VRA Reserve, the interest rates applicable to the Local Bond shall be increased to interest rates sufficient to reimburse the VRA Reserve for any foregone investment earnings on the funds withdrawn therefrom and pay any interest, fees or penalties assessed as a result of the withdrawal from or drawing on the VRA Reserve. The increment of interest payable pursuant to the increase in rates shall be referred to as "Supplemental Interest." The Local Government's obligation to pay Supplemental Interest shall commence on the date of the withdrawal or drawing of funds from the VRA Reserve occasioned by the Local Government's failure to pay a required payment or portion thereof as described above (the "Supplemental Interest Commencement Date"). The Local Government's obligation to pay Supplemental Interest shall terminate on the date on which the Local Government makes all payments required but outstanding since the date of the initial failure to pay (the "Supplemental Interest Termination Date"). From the Supplemental Interest Commencement Date to the Supplemental Interest Termination Date, Supplemental Interest shall be due and payable on the regularly scheduled interest payment dates provided for in the Local Bond. As soon as reasonably possible after the Supplemental Interest Commencement Date and before the next regularly scheduled interest payment date provided for in the Local Bond, VRA shall deliver to the Local Government a certificate as to the increase in interest rates and the amount of Supplemental Interest. The certificate shall set forth in reasonable detail the basis for the increase in interest rates and the manner of calculation of the increase and the amount of Supplemental Interest. Such certificate shall be conclusive (absent manifest error) as to the interest rate increase and amount of Supplemental Interest set forth therein. In determining the interest rate increase and the amount of Supplemental Interest, VRA may use any reasonable averaging and attribution methods.

(c) The Local Government shall pay the amounts described above and make payments as scheduled under the Local Bond despite any amount being withdrawn from or drawn on a VRA Reserve pursuant to the Master Indenture.

Section 6.2 Defeasance and Redemption of Local Bond. (a) The Local Government shall not defease or redeem the Local Bond (in whole or in part), except as provided in this Section 6.2.

(b) The Local Government shall satisfy the following conditions prior to the defeasance and redemption of the Local Bond:

(1) The Local Government shall provide to VRA not less than 60 days' prior written notice of the deposit of the funds described in (2), (3) and (4) below.

(2) The Local Government shall deposit with the Trustee an amount sufficient for VRA to establish an escrow of cash and non-callable, non-prepayable Government Obligations the principal of and interest on which will be sufficient (without reinvestment) to cause the defeasance under Article XII of the Master Indenture of the portion of the Related Portion of VRA Bonds corresponding to the portion of the Local Bond to be defeased or prepaid (the "Allocated Portion"). The defeasance of the Allocated Portion may be either to maturity or an earlier redemption date as determined by the Local Government.

(3) The Local Government shall deposit with VRA cash in an amount sufficient, as determined by VRA, to pay for a verification report required for the defeasance of the Allocated Portion under Article XII of the Master Indenture, any costs incurred by VRA in connection with the redemption, refunding and defeasance of the Allocated Portion, all amounts overdue or then due on the Local Bond (including, without limitation, any Supplemental Interest) and all amounts overdue, due or to become due under Section 6.1(a) of this Agreement.

(4) The Local Government shall deposit with VRA cash in an amount equal to the present value of interest that would be paid on the principal of the Allocated Portion at a rate equal to 0.125%, payable semiannually, to the maturity dates of the Allocated Portion or, if earlier, the redemption date or dates of the Allocated Portion. Present value shall be determined by using a discount rate equal to the true interest cost of the Related Portion of VRA Bonds.

(c) VRA will determine which Related Portion of VRA Bonds will be designated as the Allocated Portion and the amounts to be deposited under subsection (b)(2) and (3) above using such reasonable allocation and estimation methods as may be selected by VRA, and VRA's determinations shall be conclusive (absent manifest error).

(d) The Local Government acknowledges that no funds in any VRA Reserve will be available to the Local Government for the defeasance or redemption of the Local Bond.

Section 6.3 Payments and Rights Assigned. The Local Government hereby consents to VRA's assignment to the Trustee of VRA's rights under this Agreement and the Local Bond. The Local Government also hereby acknowledges and consents to the reservation by VRA of the right and license to enjoy and enforce VRA's rights under the Local Bond and this Agreement so long as no Event of Default (as defined in the Master Indenture) with respect to the Related Series of VRA Bonds has occurred and is continuing. Even though VRA will be the registered owner of the Local Bond, the Local Government shall pay directly to the Trustee all amounts payable by the Local Government under the Local Bond and this Agreement (except for those amounts specifically indicated as payable to VRA under Section 6.1 or Section 11.8, which the Local Government shall pay directly to VRA).

Section 6.4 Obligations Absolute and Unconditional. The obligation of the Local Government to make the payments required by the Local Bond and this Agreement from the sources pledged therefor shall be absolute and unconditional. The Local Government shall pay all such amounts without abatement, diminution or deduction (whether for taxes or otherwise) regardless of any cause or circumstance whatsoever including, without limitation, any defense, set-off, recoupment or counterclaim that the Local Government may have or assert against VRA, the Trustee or any other person.

Section 6.5 [Reserved].

ARTICLE VII OPERATION AND USE COVENANTS

Section 7.1 Maintenance. At its own cost and expense the Local Government shall operate the System in a proper, sound and economical manner in compliance with all legal requirements and shall maintain the System in good repair and operating condition and from time to time shall make all necessary repairs, renewals and replacements.

Section 7.2 Additions and Modifications. At its own expense the Local Government from time to time may make any renewals, replacements, additions, modifications or improvements to the System that the Local Government deems desirable, provided that any such renewal, replacement, addition, modification or improvement does not (i) materially reduce the value of the System or (ii) negatively affect the structural or operational integrity of any part of the System. The Local Government shall ensure that all such renewals, replacements, additions, modifications or improvements comply with all applicable federal, state and local laws, rules, regulations, orders, permits, authorizations and requirements. All such renewals, replacements, additions, modifications and improvements shall become part of the System.

Section 7.3 Permits. The Local Government shall, at its sole cost and expense, obtain all permits, consents and approvals required by local, state or federal laws, ordinances, rules, regulations or requirements in connection with the acquisition, construction, equipping, occupation, operation or use of the System. The Local Government shall, upon request, promptly furnish to VRA and the Trustee copies of all such permits, consents and approvals.

Section 7.4 Use. The Local Government shall comply with all lawful requirements of any governmental authority regarding the System, whether now existing or subsequently enacted, whether foreseen or unforeseen or whether involving any change in governmental policy or requiring structural, operational or other changes to the System, irrespective of the cost of making the same.

Section 7.5 Inspection and Local Government's Books and Records. The Local Government shall permit VRA, the Trustee and their duly authorized representatives and agents such reasonable rights of access to the System as may be necessary to determine whether the Local Government is in compliance with the requirements of this Agreement, and the Local Government shall permit such parties, at all reasonable times and upon reasonable prior notice to the Local Government, to examine and copy the Local Government's books and records that relate to the System.

Section 7.6 Ownership. The Local Government shall not construct, reconstruct or install any part of the System on (i) lands other than those which the Local Government owns or can acquire title to or a perpetual easement over, in either case sufficient for the Local Government's purposes or (ii) lands in which the Local Government has acquired a right or interest less than a fee simple or perpetual easement, unless (1) such part of the System is lawfully located in a public street or highway or (2) the Local Government provides a written opinion of counsel or a report of a Qualified Independent Consultant, either of which in a form reasonably acceptable to VRA, that indicates that the lands and the Local Government's right or interest therein is sufficient for the Local Government's purposes.

Section 7.7 Sale or Encumbrance. No part of the System shall be sold, exchanged, leased, mortgaged, encumbered or otherwise disposed of except (i) with the written consent of VRA or (ii) as provided in any one of the following subsections:

(a) The Local Government may grant easements, licenses or permits across, over or under parts of the System for streets, roads and utilities as will not adversely affect the use of the System.

(b) The Local Government may sell or otherwise dispose of property constituting part of the System if it uses the proceeds of such disposition and any other necessary funds to replace such property with property serving the same or a similar function.

(c) The Local Government may sell or otherwise dispose of property constituting part of the System with a "book value" (as determined in accordance with generally accepted accounting principles) that, when combined with the aggregate "book value" of all of the other such property sold or otherwise disposed of under this subsection during the Fiscal Year in question, will not cause the aggregate "book value" of all of such property sold or otherwise disposed of under this subsection in such Fiscal Year to exceed \$125,000. The proceeds to be received from any such sale or disposition shall be applied first to cure any default that may exist in the payment of the principal of or interest on the Local Bond.

(d) The Local Government may otherwise sell or dispose of property constituting part of the System if there is filed with VRA a certificate of the Consulting Engineer stating that such property is not necessary or useful to the operation of the System. The proceeds to be received from any such sale or disposition shall be applied first to cure any default that may exist in the payment of the principal of or interest on the Local Bond.

Section 7.8 Collection of Revenues. The Local Government shall use its best efforts to collect all rates, fees and other charges due to it, including, without limitation, the perfection of liens on premises served by the System for the amount of all delinquent rates, fees and other charges where such action is permitted by law. The Local Government shall, to the full extent permitted by law, prevent access to the services and facilities of the System to users of the System who are delinquent beyond any customary grace periods in the payment of rates, fees and other charges due to the Local Government.

Section 7.9 No Free Service. Except as otherwise required by law and as described on Exhibit H, 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.

Section 7.10 No Competing Service. To the extent permitted by law, the Local Government agrees not to provide, grant any franchise to provide or give consent for anyone else to provide, any services which would compete with the System.

Section 7.11 Lawful Charges. The Local Government shall pay when due all taxes, fees, assessments, levies and other governmental charges of any kind whatsoever (collectively, the "Governmental Charges") which are (i) assessed, levied or imposed against the System or the Local Government's interest in it, or (ii) incurred in the operation, maintenance, use and occupancy of the System. The Local Government shall pay or cause to be discharged, or shall make adequate provision to pay or discharge, all lawful claims and demands for labor, materials, supplies or other objects which, if unpaid, might by law become a lien upon all or any part of the System or the Revenues (collectively, the "Mechanics' Charges"). The Local Government, however, after giving VRA 10 days' notice of its intention to do so, at its own expense and in its own name, may contest in good faith any Governmental Charges or Mechanics' Charges. If such a contest occurs, the Local Government may permit the same to remain unpaid during the period of the contest and any subsequent appeal unless, in VRA's reasonable opinion, such action may impair the lien on Revenues granted by this Agreement, in which event, such Governmental Charges or Mechanics' Charges promptly shall be satisfied or secured by posting with the Trustee or an appropriate court a bond in form and amount satisfactory to VRA. Upon request, the Local Government shall furnish to VRA proof of payment of all Governmental Charges and Mechanics' Charges the Local Government is required to pay under this Agreement.

Section 7.12 Construction Contractors. The Local Government shall cause each general construction contractor employed in the accomplishment of the Project to furnish a performance bond and a payment bond each in an amount equal to 100% of the particular contract price. Such bonds must list the Local Government, VRA and the Trustee as beneficiaries. Neither VRA nor the Trustee shall make any claims or exercise any rights under such bonds unless and

until an Event of Default occurs. The Local Government shall maintain or cause each contractor to maintain during the construction period covered by the particular construction contract builder's risk insurance, workmen's compensation insurance, public liability insurance, property damage insurance and vehicle liability insurance in amounts and on terms satisfactory to the Consulting Engineer.

Section 7.13 Engineering Services. The Local Government shall retain or employ a Consulting Engineer to provide engineering services covering the operation of the System.

ARTICLE VIII INSURANCE, DAMAGE AND DESTRUCTION

Section 8.1 Insurance. The Local Government shall maintain or cause to be maintained insurance against such risks as are customarily insured against by systems similar in size and character to the System, including, without limitation:

(a) Insurance in the amount of the full replacement cost of the System's insurable portions against loss or damage by fire and lightning, with broad form extended coverage endorsements covering damage by windstorm, explosion, aircraft, smoke, sprinkler leakage, vandalism, malicious mischief and such other risks as are normally covered by such endorsements (limited only as may be provided in the standard form of such endorsements at the time in use in Virginia). The determination of replacement cost shall be made, in conjunction with representatives of the Local Government, by a recognized appraiser or insurer selected by the Local Government and reasonably acceptable to VRA.

(b) Comprehensive general liability insurance with a combined single limit of \$1,000,000 per year against liability for bodily injury, including death resulting therefrom, and for damage to property, including loss of its use, arising out of the ownership, maintenance, operation or use of the System.

(c) Unless the Local Government qualifies as a self-insurer under Virginia law, worker's compensation insurance.

Neither VRA nor the Trustee shall have any responsibility or obligation with respect to (i) the procurement or maintenance of insurance or the amounts or the provisions with respect to policies of insurance or (ii) the application of the proceeds of insurance.

The Local Government shall provide annually to VRA a certificate or certificates of the respective insurers evidencing the fact that the insurance required by this Section is in force and effect.

Section 8.2 Requirements of Policies. The Local Government shall maintain all insurance required by Section 8.1 with generally recognized responsible insurance companies selected by the Local Government and reasonably acceptable to VRA. Such insurance may be written with deductible amounts comparable to those on similar policies carried by other utility systems of like size and character to the System. If the Local Government does not maintain such insurance with an insurer licensed to do business in Virginia or placed under the requirements of

the Virginia Surplus Lines Insurance Law, Chapter 48, Title 38.2, Code of Virginia of 1950, as amended, or any successor statute, the Local Government shall provide evidence reasonably satisfactory to VRA that such insurance is enforceable under Virginia law.

Section 8.3 Notice of Damage, Destruction or Condemnation. In case of (i) any damage to or destruction of any material part of the System, (ii) a taking of all or any part of the System or any right in it under the exercise of the power of eminent domain, (iii) any loss of the System because of failure of title or (iv) the commencement of any proceedings or negotiations which might result in such a taking or loss, the Local Government shall notify VRA in writing within ten Business Days of the occurrence describing generally the nature and extent of such damage, destruction, taking, loss, proceedings or negotiations.

Section 8.4 Damage and Destruction. If all or any part of the System is destroyed or damaged by fire or other casualty, and the Local Government shall not have exercised its option, if such option is available, to redeem the outstanding Local Bond pursuant to Section 6.2, the Local Government shall restore promptly the property damaged or destroyed to substantially the same condition as before such damage or destruction, with such alterations and additions as the Local Government may determine and which will not impair the capacity or character of the System for the purposes for which it then is being used or is intended to be used. The Local Government may apply so much as may be necessary of the net proceeds of insurance received on account of any such damage or destruction to payment of the cost of such restoration, either on completion or as the work progresses. If such net proceeds are not sufficient to pay in full the cost of such restoration, the Local Government shall pay so much of the cost as may be in excess of such net proceeds.

Section 8.5 Condemnation and Loss of Title. If title to or the temporary use of all or any part of the System shall be taken under the exercise of the power of eminent domain or lost because of failure of title, and the Local Government shall not have exercised its option, if such option is available, to redeem the outstanding Local Bond pursuant to Section 6.2, the Local Government shall cause the net proceeds from any such condemnation award or from any title insurance to be applied to the restoration of the System to substantially its condition before the exercise of such power of eminent domain or failure of title. If such net proceeds are not sufficient to pay in full the cost of such restoration, the Local Government shall pay so much of the cost as may be in excess of such net proceeds.

ARTICLE IX SPECIAL COVENANTS

Section 9.1 Tax Covenants. The Local Government shall not directly or indirectly use or permit the use of any of the proceeds of the Local Bond or any other of its funds, in such manner as would, or enter into, or allow any other person or entity to enter into, any arrangement, formal or informal, that would, or take or omit to take any other action that would, cause interest on any of the Related Series of VRA Bonds to be includable in gross income for federal income tax purposes. Insofar as the Local Tax Document imposes duties and responsibilities on the Local Government, including the payment of any arbitrage rebate in respect of the Related Series of VRA Bonds, as of the Closing Date they are specifically incorporated by reference into this Agreement.

The Local Government also consents to the calculation of any "rebate amount" to be paid with respect to the Related Portion of VRA Bonds by a rebate calculation service selected by VRA.

Section 9.2 Maintenance of Existence. The Local Government shall maintain its existence as a public body corporate and politic and a political subdivision of the Commonwealth of Virginia under Virginia law, and shall not dissolve or otherwise dispose of all or substantially all of its assets or consolidate or merge with or into another entity without VRA's prior written consent, which consent will not be unreasonably withheld.

Section 9.3 Financial Records and Statements. The Local Government shall maintain proper books of record and account in which proper entries shall be made in accordance with generally accepted government accounting standards, consistently applied, of all its business and affairs. The Local Government shall have an annual audit of the financial condition of the Local Government made by an independent certified public accountant, within 180 days after the end of each Fiscal Year. The annual audit shall include a supplemental schedule demonstrating whether the Local Government satisfied the rate covenant set forth in Section 5.2. The Local Government shall furnish to VRA, in an electronic format, a copy of such report immediately after it is accepted by the Local Government. Such report shall include statements in reasonable detail, certified by such accountant, reflecting the System's financial position as of the end of such Fiscal Year and the results of the System's operations and changes in the financial position thereof for the Fiscal Year.

Section 9.4 Certification as to No Default and Tax Compliance. The Local Government shall deliver to VRA, within 180 days after the close of each Fiscal Year, a certification in substantially the form attached as Exhibit G and signed by a Local Representative.

Section 9.5 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 and collateral, if any, assigned or pledged by this Agreement, or as may be required to carry out the purposes of this Agreement. The Local Government shall at all times, to the fullest extent permitted by law, defend, preserve and protect the pledges made under this Agreement and all rights of VRA under this Agreement against all claims and demands of all persons, including without limitation the payment of certain costs of VRA as described in Section 6.1(a)(5).

Section 9.6 Assignment by Local Government. The Local Government shall not assign its rights and obligations under the Local Bond or this Agreement, or both, without the prior written consent of VRA.

Section 9.7 Continuing Disclosure. (a) For purposes of this Section 9.7, the following terms and phrases have the following meanings:

"**Annual Financial Information**" with respect to any Fiscal Year for the Local Government means the following:

- (i) the financial statements (consisting of at least a balance sheet and a statement of revenues and expenses) of the System ,which financial

statements must be (A) prepared annually in accordance with generally accepted accounting principles in effect from time to time consistently applied (provided that nothing in this clause (A) will prohibit the Local Government after the date of this Agreement from changing such other principles so as to comply with generally accepted accounting principles as then in effect or to comply with a change in applicable law) and (B) audited by an independent certified public accountant or firm of such accountants in accordance with generally accepted auditing standards as in effect from time to time (provided that if audited financial statements are not available for filing when required by this Section or the Rule (as defined herein), unaudited financial statements will be filed and audited financial statements will be filed as soon as possible thereafter); and

(ii) operating data of the type set forth in Exhibit E.

"Dissemination Agent" means any person, reasonably acceptable to VRA, whom the Local Government contracts in writing to perform its obligations as provided in subsection (i) of this Section.

"Financial Obligation" means a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) a guarantee of (i) or (ii). The term Financial Obligation does not include municipal securities as to which a final official statement has been otherwise provide to the MSRB under the Rule.

"Make Public" or **"Made Public"** has the meaning set forth in subsection (c) of this Section.

"Material Local Government" means the Local Government if the aggregate outstanding principal amount of the Local Bond and any other of the Local Government's local bonds purchased with proceeds of the VRA Bonds represent 15% or more of the outstanding aggregate principal amount of the local bonds purchased with proceeds of the VRA Bonds.

"Rule" means Rule 15c2-12, as it may be amended from time to time, under the Securities Exchange Act of 1934 and any similar rules of the SEC relating to disclosure requirements in the offering and sale of municipal securities, all as in effect from time to time.

"SEC" means the U.S. Securities and Exchange Commission.

(b) The Local Government shall Make Public or cause to be Made Public:

(1) Within seven months after the end of the Local Government's Fiscal Year (commencing with the Fiscal Year in which the Closing Date occurs), Annual Financial Information for such Fiscal Year as of the end of which the Local Government constitutes a Material Local Government. Annual Financial Information may be set forth in the documents Made Public or may be included in a document Made Public by specific reference to any document available to the public on the internet website of the Municipal Securities Rulemaking Board ("MSRB") or filed with the SEC. If the document referred to is a final official statement, then it must be available from the MSRB.

(2) In a timely manner, notice of any failure by the Local Government to Make Public or cause to be Made Public Annual Financial Information pursuant to the terms of part (1) of this subsection.

(c) For purposes of this Section, information and notices shall be deemed to have been "Made Public" if transmitted to VRA, to the Trustee and to the MSRB in an electronic format as prescribed by the MSRB.

(d) The Local Government shall also notify VRA of the occurrence of any of the following events that may from time to time occur with respect to the Local Bond, such notice to be given in a timely manner not in excess of five Business Days after the occurrence of the event:

- (1) principal and interest payment delinquencies;
- (2) non-payment related defaults;
- (3) unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) unscheduled draws on any credit enhancement maintained with respect to the Local Bond reflecting financial difficulties;
- (5) substitution of credit or liquidity providers, or their failure to perform;
- (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701 – TEB) or other notices or determinations with respect to the Local Bond that could affect the tax status of the Related Series of VRA Bonds, or other events with respect to the Local Bond that could affect the tax status of the Related Series of VRA Bonds;
- (7) modifications to rights of holders;
- (8) bond calls and tender offers;
- (9) defeasances;

(10) release, substitution, or sale of property securing repayment of the Local Bond;

(11) rating changes;

(12) bankruptcy, insolvency, receivership or similar event of the Local Government;

(13) the consummation of a merger, consolidation, or acquisition involving the Local Government or the sale of all or substantially all of the assets of the Local Government, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such action, other than pursuant to its terms;

(14) appointment of a successor or additional trustee for the Local Bond, if any, or the change of name of a trustee;

(15) the failure of the Local Government on or before the date required by this Agreement to provide Annual Financial Information to the persons and in the manner required by this Agreement;

(16) incurrence of a financial obligation of the Local Government, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the Local Government, any of which affect security holders, if material; and

(17) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the Local Government, any of which reflect financial difficulties.

(e) Additionally, upon request of VRA, the Local Government shall certify in writing that it has made all filings and disclosures required under this Section or any similar undertaking pursuant to the Rule.

(f) Notwithstanding anything in this Agreement to the contrary, the Local Government need not comply with the provisions of subsections (a) through (d) above unless and until VRA has notified the Local Government that it satisfied the objective criteria for a Material Local Government as of the end of VRA's immediately preceding fiscal year.

(g) (1) If the Local Government fails to comply with any covenant or obligation set forth in this Section, any holder (within the meaning of the Rule) of VRA Bonds then Outstanding may, by notice to the Local Government, proceed to protect and enforce its rights and the rights of the other holders by an action for specific performance of the Local Government's covenants or obligations set forth in this Section.

(2) Notwithstanding anything herein to the contrary, any failure of the Local Government to comply with any disclosure obligation specified in this Agreement

(i) shall not be deemed to constitute an Event of Default under this Agreement and (ii) shall not give rise to any right or remedy other than that described in part (1) of this subsection.

(h) The Local Government may from time to time disclose certain information and data in addition to that required under this Section. Notwithstanding anything in this Agreement to the contrary, the Local Government shall not incur any obligation to continue to provide, or to update, such additional information or data.

(i) The Local Government may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligation to cause to be Made Public the information described in this Section and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. It is not necessary for purposes of this Article that the Dissemination Agent have any agency relationship with the Local Government for purposes of state law.

(j) All documents Made Public under this Section shall be accompanied by identifying information as prescribed by the MSRB.

Section 9.8 Other Indebtedness. The Local Government shall pay when due all amounts required by any other indebtedness of the Local Government and perform all of its obligations in connection with all other indebtedness of the Local Government.

Section 9.9 Additional Indebtedness. The Local Government shall not incur any indebtedness or issue any bonds, notes or other evidences of indebtedness secured by a pledge of Revenues, except Parity Bonds or Subordinate Debt issued in accordance with the terms and conditions of this Section 9.9.

(a) The Local Government may issue Parity Bonds to (i) pay the cost of the acquisition or construction of improvements, extensions, additions or replacements to equipment or betterments of and any property, rights or easements deemed by the Local Government to be necessary, useful or convenient for the System or to refund Subordinate Debt, (ii) refund some or all of the Local Bond (subject to the conditions of Section 6.2) or any other Parity Bond or (iii) effect some combination of (i) and (ii), provided in each case the following conditions are satisfied. Before any Parity Bond is issued or delivered, the Local Government shall deliver to VRA the following in form and substance satisfactory to VRA:

(1) Certified copies of all resolutions and ordinances of the Local Government authorizing the issuance of the Parity Bond.

(2) A certificate of a Local Representative setting forth the purposes for which the Local Government is issuing the Parity Bond and the manner in which the Local Government will apply the proceeds from the issuance and sale of the Parity Bond.

(3) If the Parity Bond is authorized for any purpose other than the refunding of the Local Bond or other Parity Bond, a certificate including supporting documentation of a Qualified Independent Consultant to the effect that (i) the improvements or property which the proceeds from the issuance of the Parity Bond will

finance or refinance will be a part of, or are necessary, useful or convenient for, the System, (ii) the funds available to the Local Government from the issuance of the Parity Bond and other specified sources will be sufficient to pay the estimated cost of such improvements or property (or refinancing the same), (iii) the period of time which will be required to complete such improvements or property, and (iv) (A) the failure to make such improvements or acquire or construct such property will result in an interruption or reduction, or the continuance of an interruption or reduction, of Revenues, or (B) during the first two complete Fiscal Years following the completion of the improvements or the acquisition or construction of the property (or refinancing the same), the projected Net Revenues Available for Debt Service will satisfy the rate covenant of Section 5.2. In providing this certificate, the Qualified Independent Consultant may take into consideration future System rate increases, provided that such rate increases have been duly approved by the Local Government's governing body and any other person and entity required to give approval for the rate increase to become effective. In addition, the Qualified Independent Consultant may take into consideration additional future Revenues to be derived under then existing contractual agreements entered into by the Local Government and from reasonable estimates of growth in the Local Government's customer base. In providing the certification in subsection (iv)(B) above, the Qualified Independent Consultant shall include supporting documentation.

(4) If the Parity Bond is authorized solely to refund any Local Bond or other Parity Bonds either (i) a certificate or report of a Qualified Independent Consultant that the refunding Parity Bond will have annual debt service requirements in each of the years the Local Bond or the other Parity Bonds to be refunded (the "Refunded Bonds") would have been outstanding that is lower than the annual debt service requirements in each such year on the Refunded Bonds, or (ii) a certificate of a Qualified Independent Consultant to the effect that in its opinion, during the first two complete Fiscal Years following the issuance of the refunding Parity Bond, the projected Net Revenues Available for Debt Service will satisfy the rate covenant of Section 5.2. In providing the certificate described in clause (ii), the Qualified Independent Consultant may take into account the positive factors described in the last two sentences of subsection (a)(3) of this Section.

(5) If requested by VRA, an opinion of a nationally-recognized bond counsel, subject to customary exceptions and qualifications, approving the form of the resolution authorizing the issuance of the Parity Bond and stating that its terms and provisions conform with the requirements of this Agreement, that the certificates and documents delivered to VRA constitute compliance with the provisions of this Section, and that the issuance of the Parity Bond will have no adverse effect on the exclusion of the interest on the Related Series of VRA Bonds from gross income for federal income tax purposes and not cause interest on the Related Series of VRA Bonds to become a specific item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations.

(b) If the Local Government is unable or unwilling to satisfy the conditions set forth in subsection (b) to the issuance and delivery of any issue of Parity Bonds, VRA may determine, in its sole discretion, to waive any or all of such conditions.

Section 9.10 Litigation; Material Change. The Local Government shall promptly notify VRA of (i) the existence and status of any litigation that the general counsel of the Local Government determines is not reasonably certain to have a favorable outcome and which individually or in the aggregate could have a material adverse effect on the financial condition or operations of the System or its ability to perform its payment and other obligations under this Agreement or the Local Bond or (ii) any change in any material fact or circumstance represented or warranted in this Agreement.

ARTICLE X DEFAULTS AND REMEDIES

Section 10.1 Events of Default. Each of the following events is an "Event of Default":

(a) The failure to pay any installment of principal of or premium, if any, on the Local Bond when due (whether at maturity, by mandatory or optional redemption, by acceleration or otherwise).

(b) The failure to pay any installment of interest (including Supplemental Interest) on the Local Bond when due.

(c) The failure to make any other payment or deposit required by this Agreement within 15 days after its due date.

(d) The Local Government's failure to perform or observe any of the other covenants, agreements or conditions of the Local Bond or this Agreement and the continuation of such failure for a period of 60 days after written notice specifying such failure and requesting that it be cured is given to the Local Government by VRA, or, in the case of any such failure which cannot with diligence be cured within such 60-day period, the Local Government's failure to proceed promptly to commence to cure the failure and thereafter to prosecute the curing of the failure with diligence.

(e) Any warranty, representation or other statement by or on behalf of the Local Government contained in this Agreement or in any instrument furnished in compliance with or in reference to this Agreement or in connection with the issuance and sale of the Local Bond is false and misleading in any material respect.

(f) Any bankruptcy, insolvency or other similar proceeding shall be instituted by or against the Local Government under any federal or state bankruptcy or insolvency law and, if instituted against the Local Government, is not dismissed within 60 days after filing.

(g) Any proceeding shall be instituted, with the Local Government's consent or acquiescence, for the purpose of effecting a composition between the Local Government and its creditors or for the purpose of adjusting such creditors' claims under any federal or state statute now or hereafter enacted, if such claims are under any circumstances payable from the Revenues.

(h) An order or decree shall be entered, with the Local Government's consent or acquiescence, appointing a receiver or receivers of the System or any part of it or of the

Revenues, or if such order or decree, having been entered without the Local Government's consent or acquiescence, shall not be vacated or discharged or stayed on appeal within 60 days after its entry.

(i) The occurrence of a default by the Local Government under the terms of any debt secured by a pledge of Revenues and the failure to cure such default or obtain a waiver thereof within any period of time permitted thereunder.

Section 10.2 Acceleration. Upon the occurrence and continuation of an Event of Default, VRA may, by notice in writing delivered to the Local Government, declare the entire unpaid principal of and interest on the Local Bond due and payable. Upon any such declaration, the Local Government shall immediately pay to the Trustee the entire unpaid principal of and accrued interest on the Local Bond, but only from the collateral and other funds specifically pledged hereby. VRA may in its discretion waive an Event of Default and its consequences and rescind any acceleration of maturity of principal of and interest on the Local Bond.

Section 10.3 Other Remedies. Upon the occurrence and continuation of an Event of Default, VRA may proceed to protect and enforce its rights by mandamus or other action, suit or proceeding at law or in equity for specific performance of any agreement contained in the Local Bond or this Agreement. No remedy conferred by this Agreement upon or reserved to the registered owners of the Local Bond is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and shall be in addition to any other remedy given to VRA under this Agreement or now or hereafter existing at law or in equity or by statute.

Section 10.4 Delay and Waiver. No delay or omission to exercise any right or power accruing upon any default or Event of Default shall impair any such right or power or shall be construed to be a waiver of any such default or Event of Default or acquiescence in it, and every such right and power may be exercised from time to time and as often as may be deemed expedient. No waiver of any default or Event of Default under this Agreement shall extend to or shall affect any subsequent default or Event of Default or shall impair any rights or remedies consequent to it.

ARTICLE XI MISCELLANEOUS

Section 11.1 [Intentionally Omitted].

Section 11.2 Successors and Assigns. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

Section 11.3 Amendments. VRA and the Local Government shall have the right to amend from time to time any of this Agreement's terms and conditions, provided that all amendments shall be in writing and shall be signed by or on behalf of VRA and the Local Government.

Section 11.4 Limitation of Local Government's Liability. Notwithstanding anything in the Local Bond or this Agreement to the contrary, the Local Government's obligations hereunder and under the Local Bond are not its general obligations, but are limited obligations payable solely

from the Revenues which are specifically pledged for such purpose. Neither the Local Bond nor this Agreement shall be deemed to create or constitute a debt or a pledge of the faith and credit of the Local Government and the Local Government shall not be obligated to pay the principal of or premium, if any, or interest on the Local Bond or other costs incident to them except from the Revenues and other funds pledged for such purpose. In the absence of fraud or intentional misconduct, no present or future director, official, officer, employee or agent of the Local Government shall be liable personally to VRA in respect of this Agreement or the Local Bond or for any other action taken by such individual pursuant to or in connection with the financing provided for in this Agreement or the Local Bond.

Section 11.5 Applicable Law. This Agreement shall be governed by Virginia law.

Section 11.6 Severability. If any clause, provision or section of this Agreement 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 Agreement which shall be construed and enforced as if such illegal or invalid clause, provision or section had not been contained in this Agreement. If any agreement or obligation contained in this Agreement is held to be in violation of law, then such agreement or obligation shall be deemed to be the agreement or obligation of VRA and the Local Government, as the case may be, only to the extent permitted by law.

Section 11.7 Notices. Unless otherwise provided for herein, all demands, notices, approvals, consents, requests, opinions and other communications under the Local Bond or this Agreement shall be in writing and shall be deemed to have been given when delivered in person or mailed by first class registered or certified mail, postage prepaid, addressed (a) if to the Local Government, at the address specified for notices on the signature page; (b) if to VRA, at 1111 East Main Street, Suite 1920, Richmond, Virginia 23219, Attention: Executive Director; or (c) if to the Trustee, at 1021 East Cary Street, 18th Floor, Richmond, Virginia 23219, Attention: Corporate Trust Department. A duplicate copy of each demand, notice, approval, consent, request, opinion or other communication given by any party named in this Section shall also be given to each of the other parties named. VRA, the Local Government and the Trustee may designate, by notice given hereunder, any further or different addresses to which subsequent demands, notices, approvals, consents, requests, opinions or other communications shall be sent or persons to whose attention the same shall be directed.

Section 11.8 Right to Cure Default. If the Local Government fails to make any payment or to perform any act required by it under the Local Bond or this Agreement, VRA or the Trustee, without prior notice to or demand upon the Local Government and without waiving or releasing any obligation or default, may (but shall be under no obligation to) make such payment or perform such act. All amounts so paid by VRA or the Trustee and all costs, fees and expenses so incurred shall be payable by the Local Government as an additional obligation under this Agreement, together with interest thereon at the rate of 15% per year until paid. The Local Government's obligation under this Section shall survive the payment of the Local Bond.

Section 11.9 Term of Agreement. This Agreement is effective as of the Effective Date. Except as otherwise specified, the Local Government's obligations under the Local Bond and this

Agreement shall expire upon payment in full of the Local Bond and all other amounts payable by the Local Government under this Agreement.

Section 11.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

[Signature Pages Follow]

WITNESS the following signatures, all duly authorized.

VIRGINIA RESOURCES AUTHORITY

By: _____
Stephanie L. Hamlett, Executive Director

[SEAL]

**BEDFORD REGIONAL WATER
AUTHORITY**

By: _____

Name: Robert Flynn

Title: Chair

Address for Notices:

Bedford Regional Water Authority
1723 Falling Creek Road
Bedford, Virginia 24523
Attention: Executive Director

The Trustee, by the execution hereof, accepts the duties imposed on it by this Agreement.

U.S. BANK NATIONAL ASSOCIATION, as
Trustee

By: _____
Monique Green, Vice President and
Corporate Municipal Trust Manager

EXHIBIT A
FORM OF LOCAL BOND

[To be provided]

EXHIBIT B

DESCRIPTION OF THE PROJECT

The Project will finance (a) the costs of engineering, design and construction services to replace aging and failed equipment including blowers, air diffusers and a dewatering press to achieve energy, operational and maintenance savings and improve operability of the Local Government's Central Wastewater Treatment Plant and (b) the costs of issuing the Local Bond.

EXHIBIT C
PENDING OR THREATENED ACTIONS, SUITS, PROCEEDINGS, OR
INVESTIGATIONS

None.

EXHIBIT D
FORM OF REQUISITION

Requisition No.

Date: _____, 2020

U.S. Bank National Association, as Trustee
Attention: Corporate Trust Department
1021 East Cary Street
18th Floor
Richmond, Virginia 23219

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

This Requisition, including Schedule 1 and Schedule 2 hereto, is submitted in connection with the Local Bond Sale and Financing Agreement dated as of September 25, 2020 (the "Financing Agreement") between the Virginia Resources Authority and the Bedford Regional Water Authority (the "Local Government"). Unless otherwise defined in this Requisition, each capitalized term used herein has the meaning given it under Article I of the Financing Agreement. The undersigned Local Representative hereby requests payment of the following amounts from the Local Account established for the Local Government in the 2020C Acquisition Fund established under the Forty-Ninth Supplemental Series Indenture.

Payee (including wiring instructions if receiving electronic payment):

Address:

Amount to be paid:

Purpose (in reasonable detail) for which obligations(s) to be paid were incurred:

Attached on Schedule 2 are the wire instructions for this requisition, and also attached hereto is an invoice (or invoices) relating to the items for which payment is requested.

The undersigned certifies that (i) the amounts requested by this Requisition will be applied in accordance with the Local Tax Document and solely and exclusively to the payment, or the reimbursement of the Local Government for its payment, of Project Costs of the construction portion of the Project, (ii) no notice of any lien, right to lien or attachment upon, or claim affecting the right to receive payment of, any of the money payable under the Requisition to any of the persons, firms or corporations named in it has been received, or if any notice of any such lien, attachment or claim has been received, such lien, attachment or claim has been released or discharged or will be released or discharged upon payment of the Requisition, and (iii) this Requisition contains no items representing payment on account of any retained percentage entitled to be retained at this date.

If this Requisition includes payments for labor or to contractors, builders or materialmen, the attached Certificate of Consulting Engineer must be completed. If this Requisition includes payments for any lands or easements, rights or interest in or relating to lands, the attached Certificate of the Consulting Engineer must be completed and there must be attached to this Requisition a certificate signed by a Local Representative stating that upon payment therefor the Local Government will have title in fee simple to, or easements, rights or interests sufficient for the purposes of the construction portion of the Project over or through such lands.

The Local Government has agreed in the Financing Agreement that any amounts it receives pursuant to this Requisition will be (i) immediately applied to reimburse the Local Government for Project Costs it has already paid or (ii) actually spent to pay Project Costs not later than five banking days after receipt.

Local Representative

SCHEDULE 1

Form to Accompany Requisition

Requisition # _____
 Recipient: Bedford Regional Water Authority – VRA 2020C
 Local Representative: _____
 Title: _____
 Date: _____

<u>Cost Category</u>	<u>Total Project Cost</u>	<u>Previous Disbursements</u>	<u>Disbursement This Period</u>	<u>Disbursements to Date</u>	<u>Remaining Balance</u>
	\$	\$	\$	\$	\$
TOTALS	\$	\$	\$	\$	\$

SCHEDULE 2

Wire Instructions for Requisition

[To be provided by the Local Government]

CERTIFICATE OF CONSULTING ENGINEER

The undersigned Consulting Engineer for the Local Government hereby certifies that (i) insofar as the amounts covered by this Requisition include payments for labor or to contractors, builders or materialmen, such work was actually performed or such materials, supplies or equipment were actually furnished or installed in or about the Project, and (ii) insofar as the amounts covered by the Requisition include payments for land or easements, rights or interests in or relating to lands, such lands, easements, rights or interests are being acquired and are necessary or convenient for the undertaking and completion of the Project.

Date: _____, 2020

Consulting Engineer

EXHIBIT E
OPERATING DATA

Description of Local Government. A description of the Local Government including a summary description of the System.

Debt. A description of the terms of the Local Government's outstanding debt including a historical summary of outstanding debt and a summary of annual debt service on outstanding debt as of the end of the preceding fiscal year. The annual disclosure should also include (to the extent not shown in the latest audited financial statements) a description of contingent obligations as well as pension plans administered by the Local Government and any unfunded pension liabilities.

Financial Information and Operating Data. Financial information for the System as of the end of the preceding fiscal year, including a description of revenues and expenditures, largest users, a summary of rates, fees and other charges of the System, and a historical summary of debt service coverage.

EXHIBIT F

FORM OF OPINION OF COUNSEL TO THE LOCAL GOVERNMENT

[Print on the Letterhead of Counsel for the Local Government]

November 18, 2020

Board of Directors
Bedford Regional Water Authority

Virginia Resources Authority
Richmond, Virginia

\$[_____]
Bedford Regional Water Authority
Water and Sewer System Revenue Bond, Series 2020

Ladies and Gentlemen:

We have acted as counsel to the Bedford Regional Water Authority (the "Local Government"), in connection with the issuance and sale by the Local Government of its \$[_____] Water and Sewer System Revenue Bond, Series 2020 (the "Local Bond"), the net proceeds of which will be applied to finance the Project (as defined in the hereafter defined Financing Agreement) and in such capacity, we have examined, among other things, the following documents:

- (a) a certified copy of the Local Authorization, authorizing the issuance and sale of the Local Bond to Virginia Resources Authority ("VRA") to finance the Project;
- (b) a copy of the Local Bond Sale and Financing Agreement (the "Financing Agreement") dated as of September 25, 2020, and between the Local Government and VRA;
- (c) a copy of the Local Tax Document.

The documents referred to in clauses (b) and (c) above are referred to collectively as the "Local Bond Documents."

We have also been provided such other records and proceedings of the Local Government and conducted such investigations as we deemed appropriate and necessary for purposes of this opinion.

Unless otherwise defined, each capitalized term used in this opinion has the same meaning given to such term in the Financing Agreement.

As to questions of fact material to the opinions and statements set forth herein, we have relied upon representations of the Local Government set forth in the Local Bond Documents and other certificates and representations by persons including representatives of the Local Government. Whenever an opinion or statement set forth herein with respect to the existence or absence of facts is qualified by the phrase "to the best of our knowledge and belief" or a phrase of similar import, it is intended to indicate that during the course of our representation of the Local Government in connection with the Local Bond Documents no information has come to our attention that should give us current actual knowledge of the existence or absence of such facts. Except to the extent expressly set forth herein, we have not undertaken any independent investigation of the existence or absence of such facts, and no inference as to our knowledge or the existence or absence of such facts should be drawn from the fact of our representation or any other matter.

Based upon such examination and assuming the authorization, execution, delivery and enforceability of all documents by parties other than the Local Government, we are of the opinion that:

1. The Local Government is a duly created and validly existing public body corporate and politic and a political subdivision of the Commonwealth of Virginia and is vested with the rights and powers conferred upon it by Virginia law.

2. The Local Government has full right, power and authority to (i) adopt the Local Authorization and execute and deliver the Local Bond Documents and all related documents, (ii) undertake the Project and (iii) carry out and consummate all of the transactions contemplated by the Local Authorization and the Local Bond Documents, including owning and operating the System.

3. The Local Bond Documents were duly authorized by the Local Authorization and the Financing Agreement is in substantially the same form as presented to the Governing Body at its meeting at which the Local Authorization was adopted.

4. All governmental permits, licenses, registrations, certificates, authorizations and approvals required to have been obtained as of the date hereof have been obtained for (i) the Local Government's adoption of the Local Authorization, (ii) the execution and delivery of the Local Bond Documents and the Local Bond, (iii) the Local Government's performance of its obligations under the Local Bond Documents and the Local Bond, and (iv) to the best of my knowledge, the operation and use of the Related Financed Property and the System. I know of no reason why any such required governmental permits, licenses, registrations, certificates, authorizations or approvals cannot be obtained as required in the future.

5. The Financing Agreement has been executed and delivered by duly authorized officials of the Local Government and constitutes a legal, valid and binding obligation of the Local Government enforceable against the Local Government in accordance with its terms. The Local

Bond has been executed and delivered by duly authorized officials of the Local Government and will constitute a legal, valid and binding limited obligation of the Local Government enforceable against the Local Government in accordance with its terms.

The obligations of the Local Government under the Financing Agreement and the Local Bond, and the enforceability of such obligations, may be limited or otherwise affected by (i) bankruptcy, insolvency, reorganization, moratorium and other laws affecting the rights of creditors generally, (ii) principles of equity, whether considered at law or in equity, (iii) the exercise of sovereign police powers of the Commonwealth, and (iv) rules of law which may limit the enforceability on public policy grounds of any obligations of indemnification undertaken by the Local Government.

6. The issuance of the Local Bond and the execution and delivery of the Local Bond Documents and the performance by the Local Government of its obligations thereunder are within the powers of the Local Government and will not conflict with, or constitute a breach or result in a violation of (i) any federal or Virginia constitutional or statutory provision, (ii) to the best of my knowledge, any agreement or other instrument to which the Local Government is a party or by which it is bound or (iii) any order, rule, regulation, decree or ordinance of any court, government or governmental authority having jurisdiction over the Local Government or its property.

7. The Local Government, to the best of our knowledge and belief, is not in default in the payment of the principal of or interest on any of its indebtedness for borrowed money and is not in default under any instrument under and subject to which any indebtedness for borrowed money has been incurred. To the best of our knowledge and belief, no event or condition has happened or existed, or is happening or existing, under the provisions of any such instrument, including but not limited to the Financing Agreement, which constitutes, or which, with notice or lapse of time, or both, would constitute an event of default thereunder.

8. The Local Government (i) to the best of our knowledge and belief, is not in violation of any existing law, rule or regulation applicable to it in any way which would have a material adverse effect on its financial condition or its ability to perform its obligations under the Local Bond or the Local Bond Documents and (ii) is not in default under any indenture, mortgage, deed of trust, lien, lease, contract, note, order, judgment, decree or other agreement, instrument or restriction of any kind to which the Local Government is a party or by which it is bound or to which any of its assets is subject, which would have a material adverse effect on its financial condition or its ability to perform its obligations under the Local Bond and the Local Bond Documents. The execution and delivery by the Local Government of the Local Bond and the Local Bond Documents and the compliance with the terms and conditions thereof will not conflict with, result in a breach of or constitute a default under any of the foregoing.

9. Except as set forth in the Financing Agreement, there are not pending nor, to the best of our knowledge and belief, threatened against the Local Government, any actions, suits, proceedings or investigations of a legal, equitable, regulatory, administrative or legislative nature (i) affecting the creation, organization or existence of the Local Government or the title of its officers to their respective offices, (ii) seeking to prohibit, restrain or enjoin the approval, execution, delivery or performance of the Local Authorization or the Local Bond Documents or

the issuance or delivery of the Local Bond, (iii) in any way contesting or affecting the validity or enforceability of the Local Bond, the Local Authorization, the Local Bond Documents or any agreement or instrument relating to any of the foregoing, (iv) in which a judgment, order or resolution may have a material adverse effect on the Local Government or its business, assets, condition (financial or otherwise), operations or prospects or on its ability to perform its obligations under the Local Authorization, the Local Bond Documents or the Local Bond, or (v) affecting the undertaking of the Project.

Very truly yours,

EXHIBIT G

FORM OF CERTIFICATION AS TO NO DEFAULT AND TAX COMPLIANCE

[DATE]

[Insert Name]
Compliance & Financial Analyst
Virginia Resources Authority
1111 East Main Street, Suite 1920
Richmond, VA 23219

Dear [Mr./Ms.] _____:

In accordance with Section 9.4 of the Local Bond Sale and Financing Agreement dated as of September 25, 2020 (the "Financing Agreement") between Virginia Resources Authority and the Bedford Regional Water Authority (the "Local Government"), I hereby certify that, during the fiscal year that ended June 30, _____, and through the date of this letter:

1. [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 as defined in Section 10.1 of the Financing Agreement.] [If an Event of Default has occurred, please specify the nature and period of such Event of Default and what action the Local Government has taken, is taking or proposes to take to rectify it].
2. [The ownership and status of all or a portion of the Related Financed Property has not changed since the Closing Date.] [If untrue, please describe.]
3. [Neither the Related Financed Property nor any portion thereof is being used by a Nongovernmental Person pursuant to a lease, an incentive payment contract or a take-or-pay or other output-type contract.] [If untrue, please describe.]
4. [Neither the Related Financed Property nor any portion or function thereof is being used pursuant to or is otherwise subject to a Service Contract that does not satisfy the requirements of Revenue Procedure 2017-13.] [If untrue, please describe.]
5. [Other than as may be described in paragraphs 2, 3 and 4 above, neither the Related Financed Property nor any portion or function thereof nor any portion of the Proceeds is being used for a Private Business Use.] [If untrue, please describe.]

6. [The Local Government has not used or permitted the use of any Proceeds of the Local Bond directly or indirectly to make a loan to an ultimate borrower other than itself within the meaning of Section 4.3 of the Local Tax Document.] [If untrue, please describe.]
7. [Other than any amounts described in the Local Tax Document (as defined in the Financing Agreement), between VRA and the Local Government and amounts that may constitute or be on deposit in a Bona Fide Debt Service Fund, there neither have been nor are now any moneys, securities, obligations, annuity contracts, residential rental property, AMT Bonds, investment-type property, Sinking Funds, Pledged Funds, or other Replacement Proceeds accumulated or held or pledged as security by the Local Government or any other Substantial Beneficiary of the Local Bond as security for or the direct or indirect source of the payment of the principal of or interest on the Local Bond.] [If untrue, please describe.]
8. [The Local Government is in compliance with the recordkeeping requirements of Section 4.9 of the Local Tax Document.] [If untrue, please describe.]
9. [Other than as may be described above, the Local Government is not in default of any of its obligations under the Local Tax Document.] [If untrue, please describe.]
10. Unless otherwise defined herein, each capitalized term used herein has the meaning set forth in the Local Tax Document.

Sincerely,

[Insert Name]
Local Representative

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 "MCLA"), a Virginia non-stock, non-profit corporation, for the exchange of water for irrigation and electric service for the operation of a future water pressure reducing valve vault.

EXHIBIT I
FORM OF ANNUAL BUDGET

[DATE]

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

Ladies and Gentlemen:

Pursuant to the Financing Agreement[s] between Virginia Resources Authority and the Bedford Regional Water Authority, dated as of [add dates of all outstanding Financing Agreements], a copy of the fiscal year [20xx] annual budget is enclosed. Such annual budget provides for the satisfaction of the rate covenant as demonstrated below.

Revenues	Operation & Maintenance Expenses	Net Revenues Available for Debt Service (Revenues – O&M Expenses)	Debt Service	*Coverage (Net Revenues Available for Debt Service/Debt Service)
-----------------	---	---	---------------------	--

Unless otherwise defined herein, the capitalized terms used in this Certificate shall have the meanings set forth in the Financing Agreement.

Very truly yours,

By: _____

Its: _____

EXHIBIT J

EXISTING PARITY BONDS

\$5,020,000 Taxable Water and Sewer Revenue Refunding Bond, Series 2012

\$2,320,000 Taxable Water and Sewer Revenue Refunding Bond, Series 2014

\$31,325,000 Taxable Water and Sewer Revenue Bond, Series 2015

\$2,725,000 Taxable Water and Sewer Revenue Refunding Bond, Series 2019.

SCHEDULE 1.1

[To be provided]

ADDITIONAL CONDITIONS PRECEDENT TO PURCHASE OF LOCAL BOND:

[To be provided]

**ADDITIONAL CONDITIONS PRECEDENT TO FIRST REQUISITION OF PROCEEDS
OF LOCAL BOND:**

[To be provided]

PROJECT BUDGET

[To be provided]

INTEREST RATES AND PAYMENT SCHEDULE FOR LOCAL BOND

[To be provided]

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 September 15, 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)

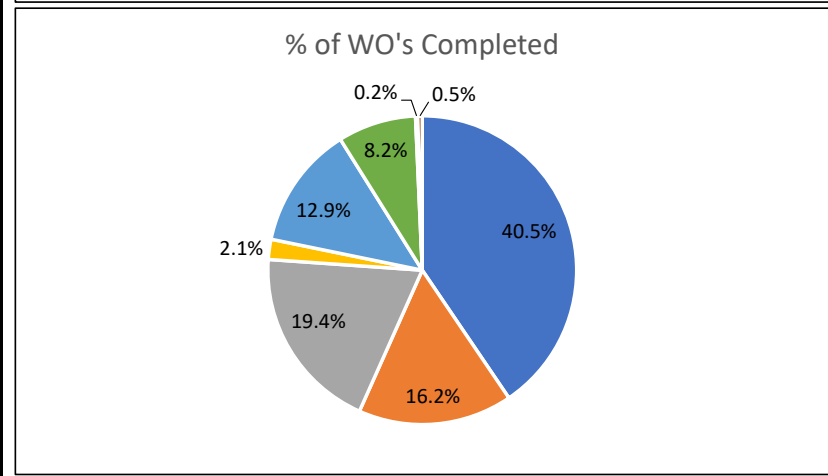
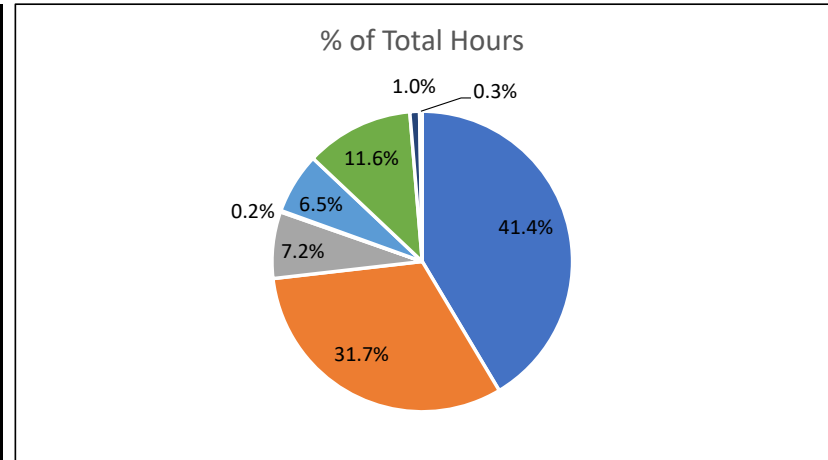
Brian M. Key, Secretary,
Bedford Regional Water Authority

OPERATIONS REPORT



August 2020 Work Orders
(excluding Meter Replacement Program)

Service Area	Hours	% of Total Hours	Completed Work Orders	% of WO's Completed
Central Sewer Collection	146.0	8.4%	18	4.2%
Central Sewer Treatment	217.2	12.5%	109	25.5%
Central Water Distribution	302.6	17.5%	23	5.4%
Central Water Treatment	52.2	3.0%	23	5.4%
Central Total:	718.0	41.4%	173.0	40.5%
Forest Sewer	162.1	9.4%	20	4.7%
Forest Water	388.0	22.4%	49	11.5%
Forest Total:	550.1	31.7%	69.0	16.2%
Moneta Sewer Collection	3.8	0.2%	3	0.7%
Moneta Sewer Treatment	120.5	7.0%	80	18.7%
Moneta Sewer Total:	124.3	7.2%	83.0	19.4%
Montvale Sewer Collection	0.0	0.0%	1	0.2%
Montvale Sewer Treatment	2.7	0.2%	8	1.9%
Montvale Sewer Total:	2.7	0.2%	9.0	2.1%
Office - Admin Building	3.0	0.2%	15	3.5%
Office - Annex Building	3.0	0.2%	6	1.4%
Other	107.2	6.2%	34	8.0%
Offices/Other Total:	113.2	6.5%	55.0	12.9%
SML Central Distribution	129.6	7.5%	12	2.8%
SML Treatment (SMLWTF)	71.9	4.2%	23	5.4%
SML Total:	201.5	11.6%	35.0	8.2%
Stewartsville Water Total:	18.0	1.0%	1	0.2%
BRWA Well Systems Total:	5.0	0.3%	2	0.5%
Grand Totals:	1732.7	100.0%	427	100.0%

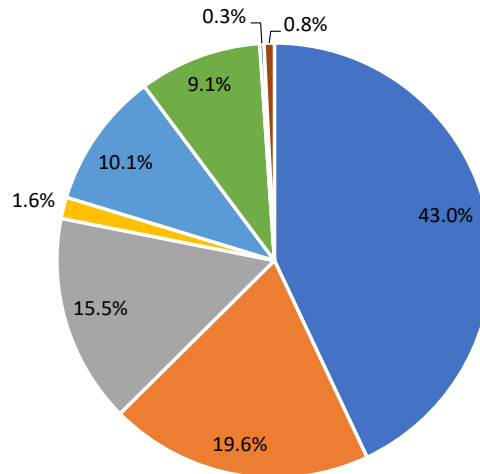




Work Order Summary All Departments Running Totals Tracking Sheet

Service Area	September '19	October '19	November '19	December '19	January '20	February '20	March '20	April '20	May '20	June '20	July '20	August '20	Running Total	Running Total %
Central	144	144	151	253	168	193	211	192	167	204	186	173	2186	43.0%
Forest	66	81	65	83	70	80	93	85	77	99	127	69	995	19.6%
Moneta	4	39	30	71	76	105	80	65	61	83	93	83	790	15.5%
Montvale	1	2	4	4	9	14	8	9	11	6	4	9	81	1.6%
Offices/Other	18	19	11	35	39	57	68	48	52	47	64	55	513	10.1%
SML	34	42	29	33	49	52	43	34	38	36	39	35	464	9.1%
Stewartsville	2	1	1	1	1	2	3	3	1	0	0	1	16	0.3%
BRWA Well Systems	1	3	1	7	4	4	5	7	1	2	2	2	39	0.8%
Monthly Totals:	270	331	292	487	416	507	511	443	408	477	515	427	5084	100.0%

% of Work Orders Completed - Running Total



ADMINISTRATION REPORT

On the Record: Government meetings for the week of Aug. 10, 2020

Aug 9, 2020

Roanoke Planning Commission Regular meeting

When: 1:30 p.m. Monday

Where: Meeting will be streamed on Facebook Live

On the agenda: Full agenda can be found online at
www.roanokeva.gov/1088/Planning-Commission.

Bedford County Board of Supervisors

Work session and joint meeting with the broadband authority

When: 5 and 7 p.m. Monday

Where: Bedford County Administration Building, 122 E. Main St., Bedford

On the agenda: The 5 p.m. work session is with the Bedford Regional Water Authority. The 7 p.m. meeting is with the county broadband authority. All board meetings are livestreamed at

https://www.youtube.com/channel/UCBzOacHR8FFKq_7paYoWLhg.

Board argues over how to spend CARES Act funding

By John Barnhart

Wednesday, August 12, 2020 at 4:35 pm

Monday night's Bedford County Board of Supervisors meeting was preceded by a 5 p.m. work session in which they heard from Brian Key, the director of the Bedford Regional Water Authority (BRWA).

Following the work session, the board debated what to do with the CARES Act funding the county received.

Work Session

The supervisors spent the entire 90 minute work session with Key and most of this time involved the sewer situation in the Forest area.

Along with water, BRWA provides sewage service. In the Forest area, four primary pump stations pump sewage to a regional sewage treatment plant in Lynchburg. The first of these pump stations was built in 1991 and the last in 2008. The BRWA is a partner in this plant and owns 1 million gallons per day of its capacity. It currently is using less than half of this capacity.

According to Key, the problem in Forest is not the capacity of the Lynchburg sewage treatment plan. The problem is the capacity of the BRWA's pump stations in Forest. Key said the pump stations are near their maximum capacity. Once they reach their maximum capacity, the BRWA will no longer be able to offer new sewer connections to residential development and businesses. This would hamper economic development in the Forest area.

Key said that the BRWA's predecessor, the Public Service Authority (PSA) knew, shortly after the turn of the century, that growth in the Forest area meant they needed to plan for expanded capacity. They were planning for growth.

However, two things created problems. One is that Forest grew faster than they anticipated. The other was Bedford's reversion to town status in 2013. The reversion merged the PSA with Bedford's water department creating the BRWA. It also contained a mandate for the new BRWA to create a connection between the former PSA's water lines and Bedford's water system to tap water drawn from Smith Mountain Lake. This involved installing miles of watermain to get water to Bedford as well as a connection with a BRWA water main along U. S. 460.

Doing this work occupied the BRWA's entire attention for five years, along with all of its resources to pay for the work.

Key said BRWA is proposing to build a gravity sewer line to Lynchburg which will replace the BRWA's Lake Vista pumping station, it's oldest pump station. It will cost \$12.5 million and take three years to put in place, counting the time it will take to design it.

"We need to act quickly to get it started," Key said.

Key said BRWA will need financial aid to build it. Making it totally pay for itself is not possible because it would require BRWA to raise its connection fees to the point that they would discourage economic growth.

The CARES Act

The county has received two installments of \$6.9 million each under the Federal CARES Act. An item presented to the supervisors by county staff on how the first installment would be divvied up resulted in heated, angry debate.

"I think we ought to table it until we have a work session," said District 5 Supervisor Tommy Scott. Scott thought that there would be a work session on it before a list was presented to them.

A motion to table the item failed on a 4-3 vote with Scott, District 6 Supervisor Bob Davis and Board Chairman John Sharp voting for it. District 1 Supervisor Mickey Johnson, District 2 Supervisor Edgar Tuck, District 3 Supervisor Charla Bansley and District 7 Supervisor Tammy Parker voted against the motion.

Those voting against the motion cited the urgency of moving forward. They noted that, if the money was not allocated by Dec. 31, they would have to send it back to the federal government.

Debate also centered on the Economic Development Authority's plan on how to pass out the \$1.25 million recommended for business assistance. Davis and Sharp were concerned that businesses would abuse the grants. Sharp noted that anybody can lie when they certify something. Johnson replied that Agape Center and Lake Christian Ministries give out assistance to people even though there is always somebody who abuses it.

Bansley supported the list.

"Businesses are hurting," she said.

There was also a question about the \$1.5 million earmarked for public schools.

"Why \$1.5 million to county schools," asked Davis. He felt it was a mistake to give the money to the school board in blanket form.

Sharp was also upset about the whole idea of the CARES Act money with the large increases in the national debt that have been occurring.

"These taxpayer dollars are going to be spent regardless of what we do," Johnson commented.

Parker urged the supervisors to "stop bickering" and take action.

She also weighed in on a suggestion that some money be used to provide day care. Sharp did not like the idea of using taxpayer dollars to do something that would compete with private business. Parker said that, right now, there is no day care in the county and something needs to be done.

In the end, the CARES Act allocations were adopted with two reservations. The name of the category "Bedford County Schools" was changed to "Education." This, according to Tuck, would allow them to assist education and not just the school division.

Also, at Tuck's suggestion, \$250,000 was pulled out of the \$1.25 million set for business assistance grants with the EDA being instructed to find something that will provide more long term assistance.

The modified list passed 4-3 with Johnson, Tuck, Bansley and Parker voting in favor of it. Scott, Sharp and Davis voted against it.

Bedford County begins appropriating part of first round of CARES

https://newsadvance.com/news/local/govt-and-politics/bedford-county-begins-appropriating-part-of-first-round-of-cares-act-funds/article_8bfc747e-aba7-5999-b90f-ea28c4e7ccbe.html

Bedford County begins appropriating part of first round of CARES Act funds

Shannon Kelly

Aug 13, 2020

BEDFORD — The Bedford County Board of Supervisors decided Monday who will benefit from the first round of the federal CARES Act grants money it received on June 2.

Through the CARES Act, a federal coronavirus relief package, Virginia has received approximately \$3.3 billion since the spring. Bedford County has so far received nearly \$14 million of that to help offset expenses created by the pandemic.

On Monday night, after debating for more than an hour, supervisors voted 4-3 to pass a resolution appropriating the bulk of the funds to broadband development, small business support and education. The money can't be used to make up for revenue shortfalls in Bedford County, such as decrease meals tax revenue and localities are encouraged to use the money for one-time expenses rather than ongoing operations. Any funds not spent by Dec. 30 must be returned to the state.

Bedford County will keep \$1.25 million to pay for a variety of pandemic expenses incurred across county departments. The county set aside another \$200,000 to assist low- to moderate-income residents and gave the Bedford Regional Water Authority \$200,000, to offset a loss of revenue due to unpaid bills over the last several months.

Nonprofit organizations — including food banks, fire and rescue organizations, and social services support agencies — will receive \$350,000 in CARES funding. Economic Development Director Tracy Blido said many nonprofits rely heavily on fundraising events to keep their missions going. With pandemic restrictions, most had been unable to hold their usual fundraising events, resulting in financial hardships.

Broadband development has risen to the forefront since the pandemic triggered an increase in remote learning for students and work-from-home policies for many working adults. Part of the \$1.5 million appropriated to Bedford's broadband development will go toward towers. Remaining funds may help lower the cost of one-time hookups and hotspot installations for qualifying low- to moderate-income citizens on a first-come, first-served basis, according to the resolution.

Remaining funds totaling \$157,184 will be allocated for "contingency," meaning any pandemic-related expenses that may appear in months to come.

Bedford County will give \$575,000 to the town of Bedford.

Much of the disagreement during Monday night's discussion centered around money for schools and local business support.

The resolution presented to the supervisors allocated Bedford County schools \$1.5 million.

District 2 Supervisor Edgar Tuck and District 1 Supervisor Mickey Johnson said they would like to see the “schools” designation amended to say “education” expenses, freeing up funds for private schools, home school programs, and other community education programs instead of exclusively public schools.

District 6 Supervisor Bob Davis asked why so much money was needed for schools when students and faculty are “going to be spending less time in the classroom.”

County Administrator Robert Hiss said many expenses incurred for education came from the beginning of the pandemic when schools abruptly had to close down and educators had to find ways to finish the school year remotely. The money would pay for personal protective equipment, enhanced facility cleaning, and more Chromebooks for students in need of them as schools prepare to re-open this month.

Supervisors approved \$1.25 million for small business assistance. It will fund a \$1 million “Back to Business” grant program through the county’s Economic Development Authority, created to help struggling small businesses get back on their feet.

Chairman John Sharp and District 5 Supervisor Tommy Scott were against appropriating that much money for small-business assistance. District 3 Supervisor Charla Bansley was open to having some small business aid in place but questioned how the grant money would be policed. Sharp and Scott also asked how these grant funds would be adequately policed to ensure the money was used appropriately.

Sharp said he was concerned some small business owners would abuse grant money on non-business related expenses. He said he thought many small business owners who received PPP money should have enough financial help with those funds alone and questioned why they would need more.

Blido said the Back to Business grant program was created in part based on similar programs successfully implemented in surrounding counties and said a screening process and qualification parameters were in place to make sure only businesses that could prove a loss in revenue and demonstrate a need for additional assistance would receive grants. Such measures, she said, would offer the best chance at making sure funds were used properly and given only to businesses with a proven need.

Tuck said he would be willing to vote in favor of a Back to Business grant program if a portion of business support funds were designated to support parents trying to go back to work at a physical location by helping pay for childcare.

After the debate, a motion passed in a 4-3 vote to appropriate all \$6,892,184 round one CARES funds as proposed, but with amendments to two categories. Schools funds were directed to education; and \$250,000 of the \$1.25 million appropriated for small business aid was earmarked to help working parents with child care costs. Sharp, Davis and Scott opposed the motion.

Bedford County has yet to create a spending plan for the second round of CARES Act funds, which is also \$6,892,184.

https://newsadvance.com/news/local/bedford-regional-water-authoritys-forest-sewer-station-quickly-reaching-capacity/article_5cd6612a-99fc-500b-a611-0ba45ef5c115.html

Bedford Regional Water Authority's Forest sewer station quickly reaching capacity

Shannon Kelly
Aug 14, 2020

Only \$5 for 5 months



In this September 2015 file photo, a construction worker works on a new strip shopping center in Forest. Faster-than-expected development of the Forest area means the local sewer pump stations are forecast to reach capacity soon.

The News & Advance file PHOTOS

BEDFORD — Forest’s largest sewer pump station is rapidly nearing capacity, the Bedford Regional Water Authority reported Monday night in a work session with Bedford County Board of Supervisors.

In 2003, a preliminary engineering report revealed that the Forest area’s sewer pump stations would reach capacity around 2023 to 2025. When Forest began growing and developing faster than expected, obtaining more residents and businesses, the timeline to capacity pushed forward, said Brian Key, executive director of BRWA.

“We knew it was coming. We just didn’t know it was coming this fast,” Key said.

The Lake Vista sewer site is the oldest and largest sewer station in the Forest service area. Three additional, smaller Forest sewer stations feed into Lake Vista, Key said. The site is receiving about 440,000 gallons per day. The average BRWA sewer customer uses about 300 gallons in sewer water per day, Key said, a fairly common consumption rate. The Authority did not say how many total connections they currently serve in the Forest area.

“It’s our Achilles’ heel,” Key said of the Lake Vista station.

Key said the most cost-effective way to resolve the problem long term and gain the necessary capacity would be installation of a new gravity sewer line, which would transmit sewage to the city of Lynchburg’s regional wastewater treatment plant using the natural force of gravity. The proposed project would cost an estimated \$12.53 million altogether and take about three years to complete.

Key said pumps at the Lake Vista station are not performing as they should, and the current pipes may have constricted flow due to build-up of residue over the years, similar to plaque building up and constricting arteries in the human body.

With extremely limited connection availability remaining in Forest — about 50 more connections maximum — the need to act is now urgent.

This expansion project has been included in the BRWA's long range capital improvement plan since 2008, Key said. The water authority currently owns one million gallons of capacity at the regional wastewater treatment plant in Lynchburg and the proposed Forest project would double that sewer capacity. The Authority did not say how much it currently pays for its share of the regional wastewater treatment plant.

The water authority cannot afford to take on more debt for this project until 2023, because it is still paying off a \$13.528 million loan from 2002 that was taken out for completing other capital improvement projects within the service area. With financial assistance from the county, however, the capacity expansion project could begin almost immediately.

Key asked if Bedford County would consider funding the project at \$500,000 per year for the next six years. He said the BRWA was open to accepting such funding as a loan, in which the BRWA would pay the county back. The six-year financial assistance would also help defray the cost of new connections to the BRWA's Forest sewer system, or any increase in costs of existing connections.

Key proposed a 30-year loan repayment plan with the BRWA paying \$485,000 per year until the project was paid off, once it could take on the new loan in three years.

Key said he did not want to increase customer sewer rates, but it may be unavoidable for a period of time, even with county aid. Grants for this project are not available, he said.

Bob Davis, District 6 supervisor, asked if drain fields would be an option instead of funding the gravity line project. Key said soil in the area is too poor to support drain fields, which is largely why sewer connections are used.

Supervisors took no action on the request Monday night. Bedford County Administrator Robert Hiss said the county and the board of supervisors will revisit the entire matter at a meeting sometime next month.

Get local news delivered to your inbox!

Subscribe to our Daily Headlines newsletter.

CARES Act funding

Board looks at how to spend the money

By Tom Wilmoth

Wednesday, August 26, 2020 at 11:58 am

The Bedford County Board of Supervisors held a long, but civil work session Monday night to discuss CARES Act funding. All CARES Act money must be spent by the end of the year or it must be returned.

One area discussed is funding to non-profit agencies. The county has earmarked \$350,000 to help non-profits with coronavirus related expenses.

County Administrator Robert Hiss noted that some agencies have been hampered because they have been unable to hold fundraisers that they traditionally host.

Applications for financial aid will give them the opportunity to list how much they have lost due to their inability to hold these fundraising events. Churches will also be eligible for funds. Money will be limited to the non-profit's expenses that stem from the virus up to a maximum of \$10,000.

There will also be money to help low income people who are struggling with utility bills. The money, a total of \$400,000, is divided into two halves with \$200,000 designated for people having trouble paying Bedford Regional Water Authority bills. Hiss said the CARES Act prohibits the county from making direct payments to utilities.

Agape Center, Lake Christian Ministries and Bedford Christian Ministries, along with the Department of Social Services, have a long history of assisting people with utility bills. They will act as gate-keepers, vetting people seeking assistance and paying the bills. They county will use CARES Act money to reimburse these agencies.

Bedford County Public Schools (BCPS) incurred expenses, providing meals to free and reduced lunch recipients and running a day care for children of employees deemed essential. The school system also incurred coronavirus related expenses gearing up for the new school year. Stipends for coaches have been continued even though those sports are currently not being played. The coaches need to be retained for the time when high school sports are resumed. Furthermore, fall sports, such as football, are currently slated for the spring.

New state department of labor regulations, in response to the coronavirus, affect the school division. Money will be provided to replace worn carpet in schools with tile floor coverings. There will also be improvements to HVAC systems and the supervisors discussed types of new filtration systems either ionization or ultraviolet systems. Hiss noted that ultraviolet filtration systems have been discussed, but they are very expensive.

Replacement of HVAC systems was also urged with District 2 Supervisor Edgar Tuck and District 3 Supervisor Charla Bansley calling for the systems at Huddleston Elementary School and Moneta Elementary School to get top priority. There was some question, however, as to whether an HVAC system replacement could be completed in time to meet the end-of-the-year deadline for the completion of CARES Act projects.

The town of Bedford, which is part of the county, will get \$575,000 and Hiss said Town Manager Bart Warner has told him the town plans to use this for hazardous duty pay for town employees. The county plans to do the same.

CARES Act money will be used to provide the county nursing home with money to pay for temporary or contract personnel to fill in for nursing home staff vacancies due to positive COVID-19 tests.

There was also discussion of day care.

"There are places in Bedford [County] where there is no place for day care," Bansley said.

Board Chairman John Sharp did not like the idea of the county funding places that will compete with private businesses. He suggested aid for existing daycare.

Andy Crawford, the county's director of social services, said that it is expensive to provide quality day care and the profit margins are small. Private day care facilities generally want to know they will have at least 100 children before they come into an area.

Sharp suggested Crawford work with Hiss to find a solution that can be paid for with CARES Act money.

EXECUTIVE DIRECTOR'S REPORT

Current Projects

Bedford Regional Water Authority

Job #	2012001	Job Type:	Water & Sewer	Location	Central County/Bedford City	Last updated on:	9/3/2020	
Job Name	Harmony in Bedford Site 1						Department Contact:	S Foster
Description	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).							
Status	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. Annual project close out requirements letter mailed 9/3/20.							
Job #	2013086.2	Job Type:	Other	Location	Central - Bedford	Last updated on:	7/10/2020	
Job Name	Route 43 - Stoney Creek Bridge VDOT Improvement						Department Contact:	S Dade
Description	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							
Status	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							
Job #	2015058	Job Type:	Water & Sewer	Location	Forest	Last updated on:	7/24/2020	
Job Name	Corporate Park Drive Extension - Design						Department Contact:	S Dade
Description	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							
Status	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 10/15/219 and existing sanitary sewer is now connected to new sanitary sewer alignment. Testing complete; puchlist mailed 2/10/20. Punchlist mailed 7/24/20.							
Job #	2016062	Job Type:	Water	Location	Forest	Last updated on:	4/23/2020	
Job Name	Kitsmont Subdivision - Design						Department Contact:	S Dade
Description	New construction of approximately 4,100 LF of WL and appurtenances for 52 lots.							
Status	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)							
Job #	2017058	Job Type:	Fire Flow Meter	Location	Forest	Last updated on:	5/11/2020	
Job Name	Forest Enterprises LLC - Site Plan						Department Contact:	S Dade
Description	Develop a 30,000 SF commercial warehouse building with parking.							
Status	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.							

Job #	2017060	Job Type:	Sewer	Location	Forest	Last updated on:	6/22/2020
Job Name	Burnbridge Sewer Extension - Design					Department Contact:	C Ward
Description	Discussions of sewer extension along Burnbridge Road to serve commercial lots and allow for development of the area and expansion of existing development.						
Status	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						
Job #	2017075	Job Type:	Water	Location	Forest	Last updated on:	7/10/2020
Job Name	Country Estates 2017 NLE					Department Contact:	C Ward
Description	Request to extend water along Country Estates Drive.						
Status	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						
Job #	2018023.1	Job Type:	Water	Location	Lakes / Huddleston	Last updated on:	9/4/2020
Job Name	Mariners Landing System Transfer - Waterline Extension					Department Contact:	S Dade
Description	Waterline extension along SML Parkway to connect Mariners Landing water system to public system.						
Status	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. Water Analysis samples rec'd 8/21/20. Water Analysis sample rec'd 8/31/20. ESMT #200009947 recorded 8/31/20. Water Analysis sample rec'd 9/4/20.						
Job #	2018034	Job Type:	Other	Location	Forest / Goode	Last updated on:	3/19/2018
Job Name	VDOT Everett Rd Bridge Replacement					Department Contact:	
Description	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.						
Status	VDOT emailed preliminary drawings identifying potential grading concerns. BRWA to verify depth of waterline in areas of concern.						
Job #	2018055	Job Type:	Preliminary Plan	Location	Forest	Last updated on:	7/6/2020
Job Name	Cambridge Manor Estates - Preliminary Plan					Department Contact:	S Foster
Description	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".						
Status	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.						

Job #	2018062.2	Job Type: Internal	Location Bedford Central	Last updated on:
Job Name	BRWA Administration Parking Lot - North			8/7/2020
Description	Addition of a parking lot at the north side of the BRWA administration facilities.			Department Contact: R English
Status	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.			
Job #	2018086	Job Type: Sewer	Location Forest	Last updated on:
Job Name	Sewer Force Main for TM# 118-A-6A - Design			9/2/2020
Description	Sanitary Force Main Plan and Profile for TM# 118-A-6A. Waterline Relocation added to project in 8th submittal (See 2018-086.1 for Waterline C2C/COC purposes)			Department Contact: S Foster
Status	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. Unforseen 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. Rec'd Contractor Qualification Statement and app'vd Vision Directional Drilling for the FM construction. FM Shop Dwg submittal 1 rec'd & review comments issued. Still awaiting issuance of VDOT permit.			
Job #	2018086.1	Job Type: Water	Location Forest	Last updated on:
Job Name	221 Car Wash Waterline Relocation - Design			8/7/2020
Description	For C2C & COC purposes only. Reference 2018-086.			Department Contact: S Foster
Status	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.			
Job #	2018092	Job Type: Internal	Location Boonsboro	Last updated on:
Job Name	Blackburn Subdivision Water System Inquiry			4/8/2019
Description	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.			Department Contact: R English
Status	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.			
Job #	2018096	Job Type: Site Plan w/ Existing Utilities	Location Forest	Last updated on:
Job Name	Route 221 Carwash - Site Plan			7/30/2020
Description	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).			Department Contact: S Foster
Status	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.			

Job # 2018106 **Job Type:** Sewer **Location** Forest **Last updated on:**
Job Name NLBTC Lot 7 EDA Shell Building - Site/Design Plan 5/11/2020
Description Subdiving for a Shell building proposed industrial facility. **Department Contact:**
S Dade
Status 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.)

Job # 2018125 **Job Type:** Sewer **Location** Forest **Last updated on:**
Job Name Forest Middle School Improvements - Site/Design 7/10/2020
Description Proposed expansion and upgrades to the existing Forest Middle School. Project will include relocating portion of existing public sewer and addressing unmetered fire line. **Department Contact:**
S Dade
Status 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 app'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 app'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

Job # 2019034 **Job Type:** Water & Sewer **Location** Forest **Last updated on:**
Job Name Westyn Village Townhomes 2019 - Site/Design 7/16/2020
Description Proposed (8) 9 unit residential townhomes and (3) 8 unit Townhomes with private road **Department Contact:**
S Dade
Status 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.

Job # 2019037 **Job Type:** Water & Sewer **Location** Forest **Last updated on:**
Job Name Boonsboro Meadows Section 2 Roadway, Water & Sanitary - Design 7/10/2020
Description Roadway, Water & Sanitary Design for Boonsboro Meadow Section 2. **Department Contact:**
S Dade
Status 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 app'd 3/13/20. FM Calcs app'd 3/30/20,. Inspection fees rec'd 4/3/20. Bond #2020-053 rec'd 4/24/20. Plans stamped 'app'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

Job # 2019049 **Job Type:** Water **Location** Forest **Last updated on:**
Job Name NLBTC Lot 7 EDA Meade Road Extension - Design Plan 7/10/2020
Description Proposed waterline extension down Meade Road. **Department Contact:**
S Dade
Status 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 app'd 3/19/20. C2C issued 4/13/20. Construction completed and testing complete. Punchlist issued to Contractor 5/13/2020

Job #	2019050	Job Type:	Water	Location	Forest	Last updated on:	6/8/2020
Job Name	Country Club Meadows Phase 1 Waterline Extension - Design					Department Contact:	S Foster
Description	Waterline extension along Everett Road to serve future Country Club Meadows.						
Status	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.						
Job #	2019061	Job Type:	Internal	Location	Central, Lakes	Last updated on:	8/7/2020
Job Name	Energy Performance Study and Improvements					Department Contact:	N Carroll
Description	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.						
Status	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.						
Job #	2019081	Job Type:	Internal	Location	Lakes	Last updated on:	9/4/2020
Job Name	Paradise Point Water System Transfer Request					Department Contact:	R English
Description	Owner is requesting BRWA take ownership of water system. Water system serves 24 customers. Treatment includes orthophosphate, soda ash, and chlorine.						
Status	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. Information given to legal counsel for document preparation, with information being received from Paradise Point.						
Job #	2019085	Job Type:	Sewer	Location	Smith Mountain Lake	Last updated on:	4/20/2020
Job Name	Moneta Storage Units Lot 6 - Site Plan					Department Contact:	S Foster
Description	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						
Status	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 sign up fees until C2C is issued (have not rec'd signed Dev Agmt or Fees).						
Job #	2019088	Job Type:	Water	Location	Forest	Last updated on:	8/25/2020
Job Name	The Stables On Coffee Subdivision - Design					Department Contact:	J Dean
Description	Proposed 15 lot residential subdivision with public roadway & water line. Comments Emailed to County 12/31/19.						
Status	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 Calcs Approved and sent comments to Planning & Engineer 7/17/2020. Dsgn 04 rec'd 8/12/20. Inspection fees rec'd 8/13/20. Surety #20-200 rec'd 8/25/20.						
Job #	2019101	Job Type:	Sewer	Location	New London	Last updated on:	9/2/2020
Job Name	Sheetz New London Sewer Extension - Design					Department Contact:	C Slusser
Description	Proposed sewer hookup for Sheetz in New London.						
Status	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. Construction Cost Est rec'd 8/11/20; need to revise & resubmit. Shop Drawings 02 rec'd 8/12/20. Inspection Fee rec'd 8/19/20. Const Cost Est & Shop Dwgs app'd 9/1/20. C2C will be issued upon receipt of Surety & Shop Dwgs as of 9/2/20.						

Job #	2019106	Job Type:	Water	Location	Stewartsville	Last updated on:	
Job Name	Hardy Road Waterline Extension					Last updated on:	9/4/2020
Description	Proposed waterline extension to serve Hardy Road mobile home park. VDH requesting EPA WIIN grant towards water system repairs or public line extension.					Department Contact:	R English
Status	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 held 8/20 with VDH, SERCAP, RD, DHCD and owner to review options. Discussed with VDH on 8/24 inability to assist with funding or staffing for project currently.						
Job #	2019108	Job Type:	Water	Location	164-A-46A	Last updated on:	
Job Name	1906 Bunker Hill Loop Waterline Extension					Last updated on:	9/4/2020
Description	DEQ requesting a possible waterline extension to serve the 1906 Bunker Hill Loop					Department Contact:	W Blankenship
Status	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. Public Hearing for Special Review Project on 9/15/2020.						
Job #	2019113	Job Type:	Internal	Location	SML (Bridgewater Bay Deve	Last updated on:	
Job Name	Bridgewater Bay Water Pressure Issues					Last updated on:	8/7/2020
Description	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.					Department Contact:	S Foster
Status	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.						
Job #	2019114	Job Type:	Site Plan w/Proposed Utilities	Location	Central	Last updated on:	
Job Name	Cardinal Senior Living - Site Plan					Last updated on:	8/27/2020
Description	Proposed Senior Living Center					Department Contact:	J Dean
Status	Site Plan 01 rec'd 12/06/19. Conference Call with Engineer 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. Site Plan 03 rec'd 8/27/20.						
Job #	2019117	Job Type:	Water & Sewer	Location	Forest	Last updated on:	
Job Name	Westyn Village Condotels - Site/Design					Last updated on:	9/2/2020
Description	Proposed 24 Condotel & 6 36 unit Condotel with a clubhouse. (Plan Name Changed to Westyn Village Ph II).					Department Contact:	S Foster
Status	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, Esmnt Exhibits 01 comments & Revised Developer Agreement issued 6/1/20. Easement Exhibit submittal 02 rec'd 6/11/20. Exhibit review comments e-mailed of Engineer 8/25/20. Project 'on-hold' pending sewer capacity issues being resolved.						
Job #	2019121	Job Type:	Site Plan w/ Existing Utilities	Location	Forest	Last updated on:	
Job Name	Living Water Properties Office Building - Site Plan					Last updated on:	8/20/2020
Description	Construct a 2 story office building for professional office use on first floor & for medical office use on second floor with associated parking.					Department Contact:	C Slusser
Status	TRC 12/23/19. Concept Plan 01 rec'd 12/19/19. Site Plan 01 rec'd 4/29/20. Site Plan 01 Comments 01 emailed 5/21/20. Site Plan 02 rec'd 6/10/20. Comments 02 emailed 6/22/20. Site Plan 03 rec'd 8/13/20. Comments 03 emailed 8/20/20.						
Job #	2020008	Job Type:	Water	Location	Bedford Central	Last updated on:	
Job Name	Turkey Mountain Booster Station					Last updated on:	9/4/2020
Description	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					Department Contact:	W Blankenship
Status	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. Public Hearing for Special Review Project on 9/15/2020.						

Job #	2020012	Job Type:	Sewer	Location	Montvale	Last updated on:	
Job Name	Montvale VFD Sewer Extension						9/2/2020
Description	Proposed sewer extension.					Department Contact:	S Foster
Status	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. Esmt #200009011 recorded 8/11/20. Working w/ VDOT on closeout documents.						
Job #	2020016	Job Type:	Water & Sewer	Location	Smith Mountain Lake	Last updated on:	
Job Name	Eastlake Village Roadway, Water & Sanitary - Design						7/13/2020
Description	14 lot subdivision with roadway, water & sewer.					Department Contact:	J Dean
Status	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.						
Job #	2020020	Job Type:	Water	Location	Forest	Last updated on:	
Job Name	Cambridge Manor Phase 1 - Design						7/31/2020
Description	Road & waterline plan & profile for Country Club Meadows Phase 1 (59 lot single family development). Previously known as "Country Club Meadows Phase 1 - Design".					Department Contact:	S Foster
Status	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.						
Job #	2020022	Job Type:	Fire Flow Meter	Location	Forest	Last updated on:	
Job Name	Berglund Toyota - Site/Design						8/24/2020
Description	Improvements proposed include demolition of existing (vacant) car dealership building & construction of new dealership building (automobile parts/supply & retail) with associated parking expansion & utilities.					Department Contact:	C Slusser
Status	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; hard copies rec'd from Planning 8/12/20. Site/Dsgn 02 approvable as of 8/14/20 - need Dev Agmt & Fees. Updated Dev Agmt emailed 8/24/20.						
Job #	2020023	Job Type:	Sewer	Location	Lakes	Last updated on:	
Job Name	Bridgewater Bay Sewer Inquiry						2/7/2020
Description	Bridgewater Bay HOA inquiring for BRWA to accept sewer system, and as to BRWA's responsibility for upgrades necessary to meet BRWA standards.					Department Contact:	R English
Status	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.						
Job #	2020024	Job Type:	Other	Location	East Crest Drive	Last updated on:	
Job Name	SML Pump Station (at 460 & East Crest Dr)						3/4/2020
Description	SML WTF Pump Station (at 460 & East Crest Dr)					Department Contact:	W Blankenship
Status	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.						
Job #	2020032	Job Type:	Preliminary Plan	Location	Forest	Last updated on:	
Job Name	Boonsboro Meadows Sections 3-8 - Preliminary Plan						8/18/2020
Description	Proposed 193 residential lots in 9 sections. Sections 1 (9 lots) already completed and Section 2 (22 lots) under construction w/ C2C issued 5/5/20.					Department Contact:	S Foster
Status	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 (e-mail); Calcs rec'd 8/7/20 (e-mail). Comments issued 8/18/20 - "no further comments". Requested one full size hard copy of final approved plan for BRWA files.						
Job #	2020035	Job Type:	Internal	Location		Last updated on:	
Job Name	Asset Management Conversion						4/10/2020
Description	Conversion of SEMS asset management data into Cartegraph					Department Contact:	A Browning
Status	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.						

Job #	2020043.1	Job Type:	Water & Sewer	Location	Forest	Last updated on:	
Job Name	Ivy Creek Divisions 5 & 6 Interceptors - PPEA					Department Contact:	R English
Description	Unsolicited PPEA proposal received for Ivy Creek sewer and Route 460 Water Pump Station.						
Status	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 requested of proposers to reach uniform proposals; interviews scheduled for 9/16 and 9/17 with all 3 groups.						
Job #	2020043.2	Job Type:	Sewer	Location	Forest	Last updated on:	
Job Name	Ivy Creek Divisions 5 & 6 Interceptors - Funding					Department Contact:	R English
Description	Funding to complete the Ivy Creek sewer line to take the Lake Vista Pump Station offline.						
Status	PER modification completed for CWRLF funding application; application submitted on 7/8/20.						
Job #	2020048	Job Type:	Water & Sewer	Location	Town Tax Map 129	Last updated on:	
Job Name	Avenel Ave Water & Sewer Replacement					Department Contact:	C Ward
Description	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.						
Status	Research and design Plans 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. Comments rec'd from Town of Bedford 9/4/2020						
Job #	2020049	Job Type:	Site Plan w/Proposed Utilities	Location	Forest	Last updated on:	
Job Name	Tractor Supply 2020 - Site Plan					Department Contact:	J Dean
Description	Proposed Tractor Supply Store.						
Status	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. Esmt #200009480 recorded 8/20/20. Signed Dev Agmt rec's 8/21/20. 4 sets of approved plans rec'd 9/1/20. Slip Sheets rec'd 9/3/20.						
Job #	2020053	Job Type:	Sewer	Location	Lynchburg/Bedford	Last updated on:	
Job Name	City of Lynchburg Lake Crest Drive Sewer Extension - Design					Department Contact:	S Foster
Description	Sanitary sewer extension for proposed 3 lot subdivision. Line will be owned by Lynchburg. BRWA limited to inspection of connection to existing BRWA MH.						
Status	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/appv'd plans. Work order will be issued for BRWA connection inspection.						
Job #	2020059	Job Type:	Site Plan w/ Existing Utilities	Location	Central	Last updated on:	
Job Name	Bedford Humane Society - Site Plan					Department Contact:	J Dean
Description	Proposed new building addition.						
Status	Site Plan 01 rec'd 5/8/20. Comments sent to Consultant & Town Engineer on 5/19/2020. Site Plan 02 rec'd 8/26/20.						
Job #	2020066	Job Type:	Sewer	Location	Forest	Last updated on:	
Job Name	Forest Middle School Pump Station Upgrades					Department Contact:	R English
Description	Upgrades to Forest Middle School pump station to allow for current and future growth. Current growth related to Westin Village development.						
Status	Basis of Design Report received from WRA on 9/3/20; will be given to Perkins & Orrison and Thomas Builders to prepare design for upgrades.						
Job #	2020068	Job Type:	Site Plan w/ Existing Utilities	Location	Forest	Last updated on:	
Job Name	Nanotouch Building Addition - Site Plan					Department Contact:	S Foster
Description	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.						
Status	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.						

Job # 2020073 **Job Type:** Water **Location** Forest **Last updated on:**
Job Name West Crossing Section 4 - Design 8/6/2020
Description Road plan, waterline design and profile for section 4. 19 lots approximately 2900 LF Waterline. **Department Contact:**
S Foster
Status 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.

Job # 2020093 **Job Type:** Sewer **Location** Bedford Central **Last updated on:**
Job Name DEQ Central WWTP Consent Order Report 2020 9/4/2020
Description Report of Sanitary Sewer improvements completed in FY 2019-2020, and those proposed in FY 2020-2021. **Department Contact:**
R English
Status Gathering information necessary for report preparation. Overflow report and SEMS report received.