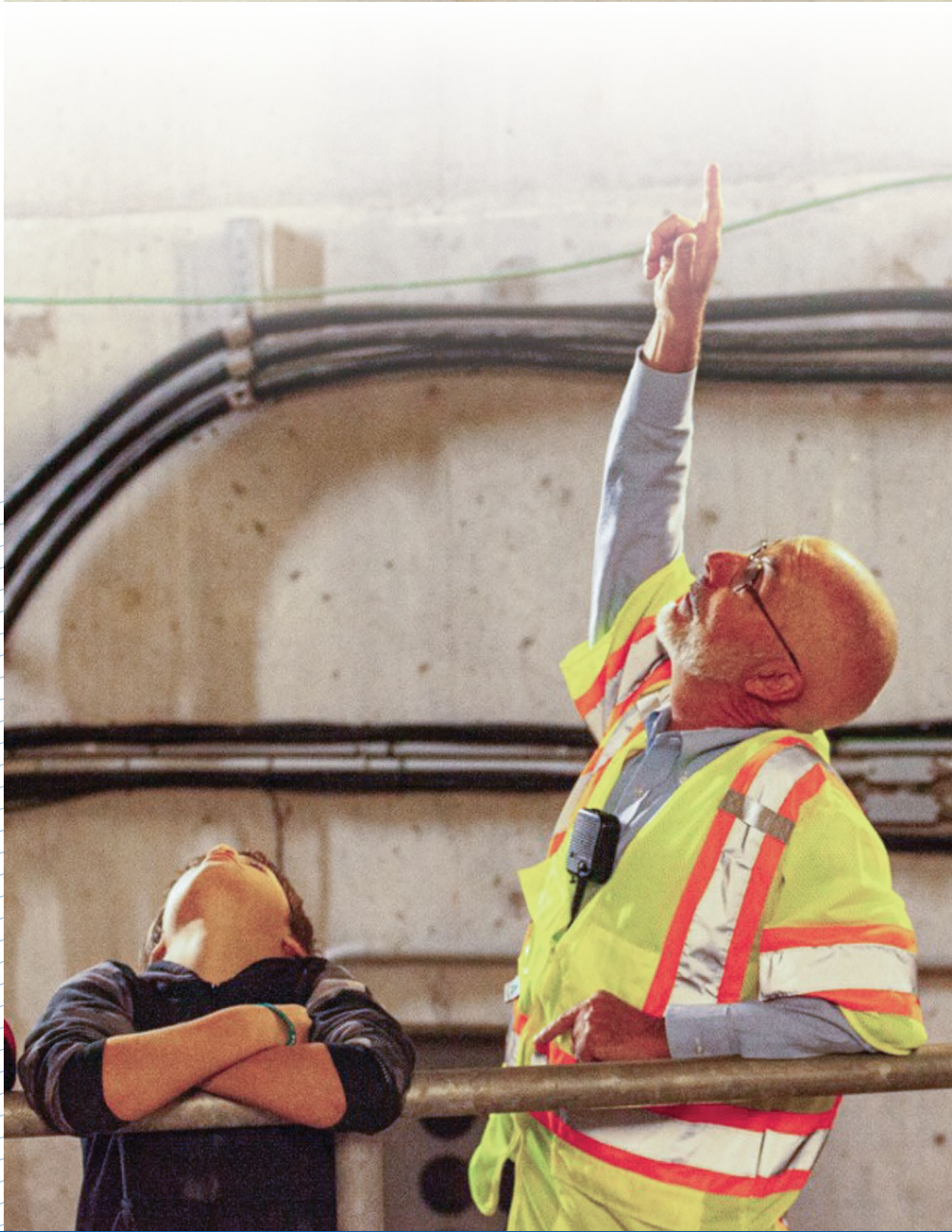




BOARD OF DIRECTORS

November 11th, 2025

BEDFORD REGIONAL WATER AUTHORITY

Providing quality service to everyone.



1723 Falling Creek Road, Bedford, VA 24523-3137



540.586.7679



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MEETING NOTES

To: BRWA Board of Directors
From: Brian M. Key, Executive Director
Date: November 10, 2025
Re: Notes for the November 18, 2025, Board of Directors Meeting

Below are a few notes corresponding to the agenda numbers:

5. We were hoping to present the audit this month, but due to the federal shutdown this will have to be pushed to a future board meeting. Jill will provide more details at the meeting.
6. We had some good press about the 6th grade school tours. The article about the excavator accident was fair and accurate.
7. Rhonda will introduce Roger, and then Roger will provide a brief history of his professional experiences. Rhonda will also present the Operations and Projects reports.
- 8.a Resolution 2025-11.01 is included for the board consideration; this provides the board with a draft of the agreement, and also solidifies that the debt will be paid off at closing.
- 8.b. The Town has drafted the Deed of Confirmation and Release for the reservoir property. A draft of the document is included in the packet. A resolution for your consideration will be provided next month, as the document is still in review.

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 M. Key – Executive Director
Date: November 10, 2025
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, November 18, 2025, 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**. The public can provide input and/or join the meeting in person or in the following ways:

- Join the Zoom meeting with **audio/video** by electronic device (computer, phone, tablet):
<https://us02web.zoom.us/j/86295026457?pwd=4COc1GXxLlaNn3lqekcY6wSmYwbMb1.1>
 - o Meeting ID: 862 9502 6457
 - o Passcode: P2jSrM

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: October 21, 2025 – Regular Board Meeting
5. Financial Report: Presented by Jill Underwood
 - a. Financial Statements through month end October 2025
 - b. Status of FY 2024-2025 Audit
6. Administration Report: Presented by Megan Pittman
7. Deputy Director's Report: Presented by Rhonda English
 - a. Director of Engineering Introduction
 - b. Operations Report
 - c. Projects Report
8. Executive Report: Presented by Brian Key
 - a. Resolution 2025-11.01: Montvale Water
 - b. Reservoir Property Update
9. Other business not covered on the above agenda
10. Motion to Adjourn

MINUTES

Bedford Regional Water Authority – Board of Directors

Regular Board Meeting – Minutes

October 21, 2025

A regular meeting of the Board of Directors of the Bedford Regional Water Authority (“Bedford Water”) was held on Tuesday, October 21, 2025, 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
Jay Gray, Vice Chair
Donald Barger, Jr.
Kevin Mele
Michael Moldenhauer
Steve Rush
John Sharp

Members Absent: none

Staff & Counsel Present: . Brian Key – Executive Director
Rhonda English – Deputy Director
Megan Pittman – Director of Administration (virtually)

1. Call to Order

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

2. Review of Agenda

The following agenda was reviewed as shown. Revisions are shown in ***bold italics***.

1. Call to Order
 - a. Pledge of Allegiance
 - b. Moment of Silence
2. Review of Agenda
3. Public Comments
4. Approval of Minutes: September 16, 2025 – Regular Board Meeting
5. Financial Report: Presented by Brian Key
 - a. Financial Statements through month end September 2025
6. Deputy Director Reports: Presented by Rhonda English
 - a. Operations Report
 - b. Projects Report
7. ***Administration Report: Presented by Megan Pittman***
8. Executive Report: Presented by Brian Key
 - a. Montvale Update
 - b. Grant Application Updates
9. Other business not covered on the above agenda
10. Motion to Adjourn

3. Public Comments

There were no public comments.

4. Approval of Minutes: September 16, 2025 – Regular Board Meeting

The regular Board Meeting Minutes from September 16, 2025, were reviewed.

Member Rush made a motion to approve the minutes.

Member Gray seconded the motion.

- Board member votes: 7 Aye; 0 Nay; 0 Abstain. The motion carried.

5. Financial Report: Presented by Brian Key

a. Financial Statements through month end September 2025

The Customer Service statistical report was included in the packet. The budget goal was 25% for September, with operating revenues at 30% and operating expenses for the month totaling 20%. There are adjusting entries that will be posted as part of the audit. Capital Recovery fees received this FY are 18% of the total budgeted amount; water is at 20%, and sewer is at 14%.

The cash flow summary was included in the packets. Cash is overstated, as payments were made in September and the cash portion has not yet been posted. The payments are pending approval in Mekorma and will post to cash once that process is complete. Included in that batch is the semiannual debt payment for VRA, which includes principal amounts.

Staff are waiting for the compliance supplement to be released in order to finalize the audit.

Finance prepared and will submit a requisition to VDH in the amount of \$150,000 for expenses incurred so far for the Montvale Water System.

6. Deputy Director Reports: Presented by Rhonda English

a. Operations Report

The Operations report continues to be updated to best reflect the information desired by the Board. Staff are open to any feedback on additional changes the Board would like in the report. Mr. Cherro will be out of the office for an extended period; projects that he has been overseeing will be completed with the assistance of the Engineering division.

Maintenance crews are addressing emergency breaks in Montvale, with three waterline breaks being addressed along Route 460 at the time of the meeting.

b. Projects Report

The Smith Mountain Lake GAC building project is still underway; requests for bids for the concrete will go out soon. Bids for the Central Water Treatment Plant electrical project will open on October 30. A prebid meeting was scheduled last week; however, no contractors attended. Information was provided about the work being done at the Smith Mountain Lake intake. The Ivy Creek project is still ongoing; the easement issue brought up at the last board meeting has been resolved. The Winoa Lift Station is awaiting equipment delivery and the electric service to be finalized by the Town. The status of development projects in the New London area was shared.

7. Administration Report: Presented by Megan Pittman

Ms. Pittman reviewed the article about the Bedford Chamber Business Awards in the packet. The BRWA had three nominations, which was an accomplishment even though there were no first-place winners. The organization also had its Fall event a few weeks ago. In polling staff, there is always the response that these events are really important to the company's culture and morale. At each event there is a communications portion and teambuilding activity. Appreciation was expressed to the board for supporting these for the staff. The Communications team has been in full force in reaching children in schools. Over the past few weeks, the team has attended two events where they saw around 3000 middle schoolers over two days and then about 1500 students over the past two days. All the public school sixth graders in Bedford County will be starting to tour the Smith Mountain Lake Water Treatment Facility starting tomorrow and running through the next three weeks. This will hopefully turn into an annual event and have a big impact. They spend two hours rotating through five different stations at the plant. Mr. Sharp pointed out that Bedford County has 20% of its students in homeschool or private schools, which would be a good group for the BRWA to reach as well. Internships were also discussed, along with the current challenges with them, and the aim for a better program in the future.

8. Executive Director Report: Presented by Brian Key

a. Montvale Update

With the federal shutdown, working with the USDA has halted due to its employees being furloughed. Transferring this loan will most likely be delayed by many months. The BRWA is almost out of the VDH money received, and without taking over the system, there will be no revenue from the system that the BRWA is supporting. The options would be to back away from the system until it can be taken over, which could have an impact on customer outages, or to take over the system once approved by the SCC and pay off the loan. It would be a condition of the closing that the debt would be paid. Mr. Key received the direction to proceed with a resolution for the November meeting that would reflect the direction the board gave at this meeting.

Mr. Key said that the customers would be charged the standard rate at the onset. Mr. Mele said that they should look at doing a special rate for their customers. Mr. Key replied that due to the limited knowledge of Montvale's billing history, the BRWA would need to establish a history of the billing once they take it over to determine if a new rate is needed.

b. Grant Application Update

Mr. Key submitted several grants for the Hurricane Helene relief funds; however, these are also impacted by the federal shutdown. The benefit-cost analysis has a good ratio for the two generators requested; the ratio for the solar panels is fairly low, and there is concern that the solar and battery installation might not get approved.

9. Other Business not covered on the above agenda

Mr. Moldenhauer commented on the tariff costs for the membranes earlier this year and said there could be possible rebates available.

10. Motion to Adjourn:

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

Board Member Votes: 7 Aye, 0 Nay, 0 Abstain. The motion carried.

The meeting adjourned at approximately 8:36 pm.

FINANCIAL REPORT

MEMORANDUM

To: BRWA Board of Directors
From: Jill W. Underwood, Director of Finance
Date: November 10, 2025
Re: Financial Highlights for October 2025

Customer Service Statistical Report:

The report for October is included.

Balance Sheet:

The report for October is included.

Summary of Revenues & Expenses:

- 1) Budget goal is 33% for October, operating revenues are at 37% and operating expenses at 28%. There is one adjusting entry that will be posted as part of the audit.
- 2) Capital Recovery fees received this FY are 36% of the total budgeted amount, water is at 34% and sewer is 40%.

Cash Flow Summary:

The summary is included in your packets.

FY 2025 Audit:

We are waiting on the compliance supplement to be released in order to finalize the single audit.

The standard report is being finalized and will be presented to the Board in December.

Tracking Data for Customer Service Department

	Description	November '24	December '24	January '25	February '25	March '25	April '25	May '25	June '25	July '25	August '25	September '25	October '25	Running 12 Month Totals
1	Statements Generated	14,791	14,795	14,756	14,776	14,810	14,866	14,903	14,925	14,923	14,913	14,938	14,930	178,326
2	Total \$ Amount of Statements Generated	\$1,389,347.57	\$1,566,549.56	\$1,499,035.80	\$1,604,729.05	\$1,392,631.50	\$1,464,867.47	\$1,615,150.83	\$1,983,201.22	\$1,655,389.88	\$1,654,536.28	\$1,864,375.97	\$1,663,420.42	\$19,353,235.55
3	Total \$ Payments Received	\$1,568,014.88	\$1,652,340.46	\$1,558,112.31	\$1,495,171.84	\$1,597,506.18	\$1,440,198.22	\$1,567,555.02	\$1,634,476.51	\$1,557,454.76	\$1,777,449.77	\$1,855,545.11	\$1,924,067.62	\$19,627,892.68
4	Account Transfers	252	172	182	190	214	194	264	279	352	492	257	236	3,084
5	New Customers - Forest	17	4	4	7	6	5	6	10	1	7	10	18	95
6	New Customers - SML	1	2	2	2	4	4	1	9	2	1	4	5	37
7	Res Disconnected Customers/Still Off	62 / 13	-	59 / 9	30 / 5	53 / 5	52 / 14	53 / 15	36 / 6	57 / 13	33 / 10	49 / 11	42 / 9	N/A
8	Residential Disconnected Customers (\$)	\$11,742.56	\$0.00	\$18,164.09	\$15,244.47	\$16,530.57	\$11,027.63	\$8,412.35	\$7,479.65	\$19,901.14	\$8,976.25	\$9,963.02	\$8,499.27	N/A
9	Normal Readings	15,293	15,149	15,271	15,331	15,327	15,369	15,388	15,398	15,406	15,519	15,598	15,706	184,755
10	Tower Read Meters	2,598	1,583	-	-	1,151	4,090	-	-	2,300	4,178	3,989	4,091	23,980
11	New Meter Installs	12	5	9	5	28	10	12	8	18	11	19	15	152
12	Meters Changed - Program	27	55	39	67	75	73	48	47	34	9	15	15	504
13	Meters Changed - Montvale									23	96	46	75	240
14	Remaining Developer's Credits	\$548,790.36	\$543,712.83	\$534,778.34	\$534,778.34	\$534,778.34	\$534,753.25	\$534,753.25	\$534,753.25	\$534,753.25	\$534,753.25	\$534,753.25	\$534,753.25	N/A
15	Bulk Water Sales - New London (Gallons)	12,585	9,795	31,284	25,815	22,015	19,803	84,196	224,064	117,128	50,364	48,844	27,293	673,186
16	Bulk Water Sales - Moneta (Gallons)	7,900	4,885	1,580	10,005	7,305	34,680	62,820	98,543	74,965	23,118	63,022	56,404	445,227
17	Bulk Water Sales - Central Distr (Gallons)	22,000	25,100	8,100	5,300	400	66,700	124,520	118,800	226,200	70,200	25,550	14,600	707,470
18	Total Bulk Water Sales	\$509.82	\$477.36	\$491.57	\$493.44	\$356.64	\$1,454.20	\$3,258.43	\$5,296.88	\$5,019.52	\$1,724.18	\$1,648.99	\$1,179.56	\$20,731.03

Bedford Regional Water Auth.
Balance Sheet
For the Four Months Ending Friday, October 31, 2025

		<u>7/1/2025</u> <u>Beginning</u>	<u>Oct 2025</u> <u>Actual</u>
	ASSETS		
1000:1000	Cash	\$13,341,045.30	\$10,399,801.68
1001	Restricted Investments	11,776,685.97	11,362,032.37
1002:1002	Prepaid Expenses	445,881.20	499,786.23
1101:1101	Accounts Receivable	4,003,320.82	4,604,868.79
1102	Accounts Receivable Other	39,037.39	172,027.94
1200	Inventory	552,952.39	1,053,087.89
1202	Loan Related Assets	3,934.66	3,934.66
1250	Construction In Progress	18,133,934.68	20,390,916.51
1301	Tangible Assets- Office	5,859,682.12	5,859,682.12
1302	Tangible Assets - Vehicles	5,416,576.50	5,416,576.50
1400:1500	Tangible Assets - Water	108,819,909.35	108,819,909.35
1700	Tangible Assets - Sewer	75,860,276.83	75,860,276.83
1800	Intangible Assets	743,601.00	743,601.00
1801	Fixed Asset Clearing Account		54,737.52
1900	Depreciation	<u>(89,336,795.55)</u>	<u>(89,336,795.55)</u>
	Total assets	155,660,042.66	155,904,443.84
	LIABILITIES		
2000	Accounts Payable	(2,162,122.09)	(1,030,812.67)
2001	Customer Liabilities	(27,558.36)	(7,238.13)
2100	Employee Liabilities	(1,132,128.28)	(917,020.38)
2200	Notes Payable	(45,905,838.84)	(43,677,608.96)
2300	Developer Revenues and Inflows	(3,085,010.35)	(3,030,033.57)
2999	Retained Earnings	<u>(103,347,384.74)</u>	<u>(103,347,384.74)</u>
	Total liabilities	(155,660,042.66)	(152,010,098.45)
	Operating Surplus/ (Loss)		3,894,345.39

Bedford Regional Water Auth.
Balance Sheet
For the Four Months Ending Friday, October 31, 2025

		<u>7/1/2025</u> <u>Beginning</u>	<u>Oct 2025</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	Truist Checking Account	4,767,587.83	3,522,409.25
1000-0004	Cash Drawer	225.00	225.00
1000-0007	Due from Town of Bedford	392,204.10	
1000-0011	LGIP Operating Reserves Fund	376,421.82	379,428.52
1000-0012	Due from VRA- DEQ Ivy Creek Construction Fund	4,117,499.51	2,841,390.32
1000-0013	Due from VDH- Grant Proceeds	170,375.00	170,375.00
1000-1000	VA Investment Pool-Capital Projects Reserve	2,317,532.45	2,334,981.01
1000-2000	VA Investment Pool- Operating Reserves	1,198,833.02	1,207,859.01
1000-0005	Cash Suspense Account (for F.A.)		(57,233.00)
	Total Cash	13,341,045.30	10,399,801.68
Restricted Investments:			
1001-0001	Deposit Refund Program Fund	359,661.65	359,661.65
1001-0010	Debt Service Accumulation Fund	1,305,170.48	338,492.95
1001-0020	Reserve for future capital projects	881,467.79	924,487.00
1001-0021	County Funds for New Projects	250,506.21	264,287.13
1001-0022	SML WTF Depreciation Fund WVWA	1,202,944.25	1,212,001.15
1001-0023	BRWA Cell Tower Funds	335,913.55	335,913.55
1001-0024	SML WTF Depreciation Fund- BRWA portion	1,202,944.25	1,212,001.16
1001-0025	Vehicle and Equipment Replacement Fund	353,914.23	496,541.23
1001-0030	Information Systems Replacement Fund	328,771.82	336,271.82
1001-0035	Meter Replacement Fund	375,617.58	441,055.72
1001-0040	Sewerline Replacement Fund	1,283,765.20	1,367,765.20
1001-0045	Waterline Replacement Fund	643,796.06	742,796.06
1001-0050	Tank Rehab	567,003.76	587,004.76
1001-0060	Water Facilities Set Aside Fund	170,004.00	207,504.00
1001-0065	Sewer Facilities Set Asides	170,004.00	207,504.00
1001-1010	VA Investment Pool- Reserve Fund	480,590.61	484,346.36
1001-1020	LGIP Repairs & Maintenance Reserve	24,085.63	24,085.63
1001-1025	VRA Debt Service Reserve Fund	1,805,183.18	1,784,971.28
1001-1100	Escrow Account	35,341.72	35,341.72
	Total Restricted Investments	11,776,685.97	11,362,032.37
Prepaid Expenses:			
1002-1000	Prepaid Insurance	126,709.77	176,634.52
1002-1001	Prepaid Dues/Service Contracts	19,934.43	23,914.71
1002-1002	Deferred Outflows of Resources (Pensions)	355,859.00	355,859.00
1002-1003	VRS OPEB Deferred Outflow	73,524.00	73,524.00
1002-1004	VRS OPEB Deferred Outflow	(38,896.00)	(38,896.00)
1002-1005	Local OPEB Deferred Outflows	3,192.00	3,192.00
1002-1006	Local OPEB Deferred Inflows	(94,442.00)	(94,442.00)
	Total Prepaid Expenses	445,881.20	499,786.23
Accounts Receivable:			
1101-1000	Billings Receivable Water	1,151,515.87	1,130,947.54
1101-3000	Billings Receivable Sewer	1,185,429.50	1,349,694.96
1101-4000	Allowance for Doubtful Accounts	(252,468.34)	(252,468.34)
1101-4001	Water Penalties- A/R		1,044.21
1101-4003	Sewer Penalties A/R		(352.47)
1101-5001	Water Capital Recovery Fees A/R		15,000.00
1101-5002	Returned Check A/R	(30.28)	415.21
1101-5003	Sewer Capital Recovery Fees A/R		5,900.00
1101-5005	Reconnect Fee A/R		1,282.93
1101-6000	Water Account Charge A/R		180.00
1101-6003	Sewer Account Charges A/R		6,975.00

Bedford Regional Water Auth.
Balance Sheet
For the Four Months Ending Friday, October 31, 2025

		<u>7/1/2025</u> <u>Beginning</u>	<u>Oct 2025</u> <u>Actual</u>
1101-7001	Water Deposits A/R	0.01	(63,705.04)
1101-7500	Meter Base Installation Fee A/R		3,200.00
1101-7502	A/R- Sewer Clean-Out Insallation Fee		10,200.00
1101-7504	Sewer Pump Maintenance A/R	12,159.69	12,984.15
1101-7507	Meter Fee A/R		1,125.00
1101-7508	A/R- Industrial Pretreatment	(7,007.26)	(7,140.60)
1101-7510	SGP Review and Inpections A/R	(2,334.58)	(2,413.88)
1101-8006	Unauthorized Service A/R	6,000.00	10,000.00
1101-8008	Cellular Rental AR	1,910,056.21	1,910,056.21
1101-8009	Pending Electronic Payments		471,943.91
	Total Accounts Receivable	4,003,320.82	4,604,868.79
Accounts Receivable Other:			
1102-0001	Miscellaneous Accounts Receivable	39,037.39	172,027.94
	Total Accounts Receivable Other	39,037.39	172,027.94
Inventory:			
1200-0001	Maintenance Inventory	98,195.85	276,525.95
1200-0002	Meter Inventory	454,756.54	776,561.94
	Total Inventory	552,952.39	1,053,087.89
Loan Related Assets:			
1202-0009	VRA 2014 Cash Account (per docs)	3,934.66	3,934.66
	Total Loan Related Assets	3,934.66	3,934.66
Construction In Progress:			
1250-0001	CIP Inventory	54,658.81	54,752.31
1250-0300	CIP- Western Hills Sewer Replacement	54,750.00	54,750.00
1250-0301	CIP- Central PS Pump Replacements	6,500.00	6,500.00
1250-0302	CIP- Western Hills Water Replacement	40,200.00	40,200.00
1250-0303	CIP- Shady Knoll Sewer Replacement	137,978.98	181,313.90
1250-0304	CIP- Central PS 1&2 Replacements	636,853.21	664,057.21
1250-0305	CIP- Winoa Pump Station Repairs	30,081.46	40,401.46
1250-0306	CIP- SML Facility Capital Projects	563,201.26	762,246.59
1250-0307	CIP- Baltimore WATER project	13,272.54	13,272.54
1250-0310	CIP- Lead Service Line Inventory Project	177,905.00	178,255.00
1250-0317	CIP- Moneta Sewer Upgrades	1,500.00	1,500.00
1250-0318	Town & Country WATER Replacement	41,900.00	41,900.00
1250-0319	Montvale WWTP Biowheel	65,998.51	193,338.84
1250-0337	FY24-25 CIP Projects	53,644.05	53,644.05
1250-0355	CIP- Route 43 Sewer Replacement Project	153.75	153.75
1250-0378	Helm Street Tank Project (ARPA)	3,531,176.26	3,638,086.86
1250-0383	CIP- Ivy Creek Sewer	12,180,287.39	13,831,811.81
1250-0391	CIP- Turkey Mtn Booster Station	543,873.46	590,268.31
1250-0327	CIP- FY2026 CIP Projects		1,135.00
1250-0335	CIP- Mariners Landing projects		8,141.92
1250-0381	CIP- Moneta WWTP/PS projects		35,186.96
	Total Construction In Progress	18,133,934.68	20,390,916.51
Tangible Assets- Office:			
1301-0001	Office Facilities	3,818,136.02	3,818,136.02
1301-0002	Information Systems	2,041,546.10	2,041,546.10
	Total Tangible Assets- Office	5,859,682.12	5,859,682.12
Tangible Assets - Vehicles:			
1302-0001	Vehicles and Equipment	5,416,576.50	5,416,576.50

Bedford Regional Water Auth.
Balance Sheet
For the Four Months Ending Friday, October 31, 2025

		<u>7/1/2025</u> <u>Beginning</u>	<u>Oct 2025</u> <u>Actual</u>
Total	Tangible Assets - Vehicles	5,416,576.50	5,416,576.50
Tangible Assets - Water:			
1400-1000	SML Water Treatment Facility	16,694,001.18	16,694,001.18
1400-2000	Smith Mountain Lake Central	22,746,661.98	22,746,661.98
1400-3000	Stewartsville Water	2,735,076.84	2,735,076.84
1500-1000	Forest Water	38,917,905.09	38,917,905.09
1500-2000	Lakes Water	1,779,476.47	1,779,476.47
1500-3000	Central Water	25,946,787.79	25,946,787.79
Total	Tangible Assets - Water	108,819,909.35	108,819,909.35
Tangible Assets - Sewer:			
1700-0014	Central Sewer	31,413,948.56	31,413,948.56
1700-0015	Moneta Sewer	12,905,936.92	12,905,936.92
1700-0016	Forest Sewer	22,252,863.94	22,252,863.94
1700-0020	Mariners Landing Sewer	1,514,297.70	1,514,297.70
1700-1016	BRWA Share Lynchburg Sewer Upgrade	5,703,350.49	5,703,350.49
1700-8000	Montvale Sewer	2,069,879.22	2,069,879.22
Total	Tangible Assets - Sewer	75,860,276.83	75,860,276.83
Intangible Assets:			
1800-0000	Studies & Permits (Feasibility, master studies)	687,190.55	687,190.55
1800-0090	Capitalized Interest (Various projects)	56,410.45	56,410.45
Total	Intangible Assets	743,601.00	743,601.00
Fixed Asset Clearing Account:			
1801-0000	Fixed Asset Clearing Account		54,737.52
Total	Fixed Asset Clearing Account		54,737.52
Depreciation:			
1900-0000	Accumulated Depreciation	(89,336,795.55)	(89,336,795.55)
	Total Depreciation	(89,336,795.55)	(89,336,795.55)
	Total assets	155,660,042.66	155,904,443.84
LIABILITIES			
Accounts Payable:			
2000-1000	Accounts Payable	(1,484,491.33)	(344,238.68)
2000-1005	Retainage Payable	(677,630.76)	(686,573.99)
Total	Accounts Payable	(2,162,122.09)	(1,030,812.67)
Customer Liabilities:			
2001-0000	Customer Credit- Budget Billing accounts	3,009.22	3,009.22
2001-0003	Customer Refunds Payable		16,154.23
2001-0004	Liability for Sureties Held	(2,100.00)	
2001-0005	Liability for Easement Condemnations	(4,394.72)	(4,394.72)
2001-1000	Water Deposits	(4,513.25)	(2,447.25)
2001-1555	Fireline Assembly Deposits	(16,308.86)	(16,308.86)
2001-3000	Sewer Deposits	(3,250.75)	(3,250.75)
Total	Customer Liabilities	(27,558.36)	(7,238.13)
Employee Liabilities:			
2100-0050	Compensated Absences Liability	(352,014.86)	(352,014.86)
2100-0060	Accrued Payroll	(262,590.43)	(0.01)
2100-0250	VRS Employee Contribution Payable	962.68	(17,557.74)

Bedford Regional Water Auth.
Balance Sheet
For the Four Months Ending Friday, October 31, 2025

		<u>7/1/2025</u> <u>Beginning</u>	<u>Oct 2025</u> <u>Actual</u>
2100-0400	Net Pension Liability	(143,633.00)	(143,633.00)
2100-0450	Flexible Spending Account Payable	19.23	19.23
2100-0500	VRS OPEB Liability	(203,209.00)	(203,209.00)
2100-0510	Local OPEB Liability	(174,853.00)	(174,853.00)
2100-0550	Health Insurance Payable- Employee Share	870.71	(26,070.08)
2100-0600	VRS Mandatory Cash Match- Hybrid	1.34	1.34
2100-0625	Hybrid Voluntary Contributions	(0.01)	(0.01)
2100-0750	Optional Life Insurance Payable	767.81	608.05
2100-0800	AFLAC Withholding Payable	1,741.82	(119.72)
2100-0900	Outstanding Payables Checks	(49.83)	(49.83)
2100-0950	Employee Gym Memberships	(141.74)	(141.75)
	Total Employee Liabilities	<u>(1,132,128.28)</u>	<u>(917,020.38)</u>
Notes Payable:			
2200-0115	Current Maturities Long-Term Debt	0.40	2,228,230.28
2200-2001	Accrued Interest Payable	(292,775.21)	(292,775.21)
2200-2020	VRA 2015 Loan	(25,655,000.00)	(25,655,000.00)
2200-2021	VRA 2015 Premium	(220,531.69)	(220,531.69)
2200-2233	VRA Series 2014 Loan (2005 refunding)	(890,000.00)	(890,000.00)
2200-2240	VRA 2020 Loan (ESCO)	(2,970,000.00)	(2,970,000.00)
2200-2241	VRA 2020 Premium	(391,339.65)	(391,339.65)
2200-2250	2022 VA Water Facilities Revolving Fund	(14,051,975.00)	(14,051,975.00)
2200-2500	Assumed Debt from Town	(617,000.76)	(617,000.76)
2200-3000	Lynchburg Sewer System Loan Payable	(817,216.93)	(817,216.93)
	Total Notes Payable	<u>(45,905,838.84)</u>	<u>(43,677,608.96)</u>
Developer Revenues and Inflows:			
2300-0000	Deferred Revenue Liability	(534,753.25)	(534,753.25)
2300-0001	Deferred Revenue- Principal Forgiveness	(122,125.19)	(67,148.41)
2300-0003	Deferred Revenue- Capital Projects	(269,918.54)	(269,918.54)
2300-0004	Deferred Revenue- VDH	(73,695.00)	(73,695.00)
2300-1000	Deferred Inflows of Resources	(259,976.00)	(259,976.00)
2300-1001	Deferred Inflow of Resources- Leases	(1,824,542.37)	(1,824,542.37)
	Total Developer Revenues and Inflows	<u>(3,085,010.35)</u>	<u>(3,030,033.57)</u>
Retained Earnings:			
2999-0000	Retained Earnings	(103,347,384.74)	(103,347,384.74)
	Total Retained Earnings	<u>(103,347,384.74)</u>	<u>(103,347,384.74)</u>
	Total liabilities	<u>(155,660,042.66)</u>	<u>(152,010,098.45)</u>
	Operating Surplus/ (Loss)		3,894,345.39

Bedford Regional Water Auth.
Summary of Revenue & Expenditures
For the Four Months Ending Friday, October 31, 2025

		<u>Month</u>	<u>FY 25-26</u> <u>YTD</u>	<u>FY 25-26</u> <u>Budget</u>	<u>Remaining</u> <u>On Budget</u>	<u>Goal:</u> <u>33%</u>
OPERATING REVENUE						
3000-3000	Water Sales	(\$1,044,422.11)	(\$4,123,628.06)	(\$11,415,256.00)	(\$7,291,627.94)	36%
3100-	Sewer Sales	(550,176.53)	(2,415,654.94)	(6,629,948.00)	(4,214,293.06)	36%
3902	Penalties	(16,113.79)	(66,122.29)	(100,000.00)	(33,877.71)	66%
3903-	Account Charges	(4,500.00)	(19,975.00)	(55,000.00)	(35,025.00)	36%
3903-	Review Fees	(14,690.89)	(71,429.30)	(55,500.00)	15,929.30	129%
3900-	Interest Earned		(78,416.19)	(100,000.00)	(21,583.81)	78%
3903-	Sewer Clean Outs			(7,000.00)	(7,000.00)	0%
3903-3250	Meter Installation Revenues	(24,200.00)	(65,170.00)	(120,000.00)	(54,830.00)	54%
3903-3255	Industrial Pretreatment Revenue	(1,302.13)	(5,208.52)	(20,000.00)	(14,791.48)	26%
3903-3261	Rent/Meter Charges	(833.05)	(6,822.81)	(15,000.00)	(8,177.19)	45%
3903-	Misc	(19,764.16)	(77,348.54)	(206,338.00)	(128,989.46)	37%
3903-	Fixed Asset Disposals		(6,460.00)		6,460.00	0%
3901-	Account Default Fees	(6,490.00)	(16,155.00)	(31,000.00)	(14,845.00)	52%
3201-3275	Contract Reimbursements	<u>(9,549.08)</u>	<u>(37,947.16)</u>	<u>(100,000.00)</u>	<u>(62,052.84)</u>	<u>38%</u>
	Revenue from BRWA Operations	(1,692,041.74)	(6,990,337.81)	(18,855,042.00)	(11,864,704.19)	37%
3000-3220	Capital Recovery Fees	(219,700.00)	(432,400.00)	(1,200,000.00)	(767,600.00)	36%
3903-3265	Cellular Antenna Site Rental-County portion		(15,314.76)	(64,692.00)	(49,377.24)	24%
3904-3310	BOS Capital Contributions		(909,706.25)	(1,000,000.00)	(90,293.75)	91%
3904-3315	Developer Line Contributions			(200,000.00)	(200,000.00)	0%
3904:3904-	ARPA Funding	(101,784.00)	(101,784.00)		101,784.00	0%
3904-3335	Contributions from Outside agencies	(54,976.78)	(54,976.78)		54,976.78	0%
3903-3330	SML WTF Revenue		(18,113.81)	(20,000.00)	(1,886.19)	91%
3904-3317	Developer Prepayments Redemption Revenue			(20,000.00)	(20,000.00)	0%
3903-3290	Insurance Proceeds		<u>(620.00)</u>		620.00	0%
	Revenue from Other Sources	<u>(376,460.78)</u>	<u>(1,532,915.60)</u>	<u>(2,504,692.00)</u>	<u>(971,776.40)</u>	<u>61%</u>
	Total Revenue	(2,068,502.52)	(8,523,253.41)	(21,359,734.00)	(12,836,480.59)	40%
OPERATING EXPENSES						
4000 + 4002	Salaries	423,602.16	1,728,651.21	6,392,949.97	4,664,298.76	27%
4010	General Office Expenses	44,957.23	101,257.35	323,844.00	222,586.65	31%
4100	Employee Benefit & Related Expenses	57,393.72	519,425.38	2,336,453.16	1,817,027.78	22%
4110	Billing Expenses	40,076.85	167,420.22	277,354.00	109,933.78	60%
4120	Information Systems Expenses	39,369.38	103,139.25	303,475.00	200,335.75	34%
4130	Administration Supplies		116.72	2,160.00	2,043.28	5%
4140	Customer Service Supplies	45.45	2,151.94	5,396.00	3,244.06	40%
4210	Engineering Expenses	4,338.79	15,109.84	115,551.00	100,441.16	13%
4220 + 4223	Operations Expenses	756.57	1,719.98	13,600.00	11,880.02	13%
4221	Compliance Program Supplies			6,000.00	6,000.00	0%
4222	Pretreatment Expenses	9,603.72	12,741.98	41,000.00	28,258.02	31%
4225-0100	Lab Supplies	1,329.00	3,381.21	18,000.00	14,618.79	19%
4230	Maintenance Expenses	3,434.00	11,033.88	69,612.00	58,578.12	16%
4240	Vehicles & Equipment Expenses	40,473.43	80,913.43	342,107.00	261,193.57	24%
4250	Forest Water Expenses	180,515.59	303,151.36	930,779.00	627,627.64	33%
4260	Well Systems Expenses	16,353.60	27,585.91	51,284.00	23,698.09	54%
4265	SML Central Distribution Water System Expenses	4,347.36	13,397.78	49,583.00	36,185.22	27%
4270	Highpoint Facility Expenses	3,447.66	12,230.16	51,059.00	38,828.84	24%
4330	SMLWTF Water Treatment Expenses	35,170.70	154,580.71	626,785.00	472,204.29	25%
4275	Central Water Distribution Expenses	24,113.21	73,760.42	203,761.00	130,000.58	36%
4276	Central Water Treatment Expenses	10,171.10	96,065.08	173,433.00	77,367.92	55%
4280	Stewartsville Water Expenses	3,978.26	6,523.39	55,088.00	48,564.61	12%
4285	Montvale Water Expenses	5,553.21	21,171.98		(21,171.98)	0%
4290	Forest Sewer Expenses	96,789.85	183,656.64	643,222.00	459,565.36	29%
4291	Central Sewer Collection System Expenses	28,814.89	100,505.84	203,300.00	102,794.16	49%
4293	Central Sewer Treatment Expenses	61,628.76	144,293.54	556,893.00	412,599.46	26%
4292	Moneta Sewer Collection System Expenses	4,538.37	37,665.39	85,900.00	48,234.61	44%
4294	Moneta Sewer Treatment Expenses	24,950.44	65,470.56	158,581.00	93,110.44	41%
4295	Montvale Sewer Expenses	6,108.15	16,865.90	29,261.00	12,395.10	58%
4296	Montvale Sewer Collection System Expenses	150.00	350.00	2,000.00	1,650.00	18%
4340	Mariners Landing Sewer Expenses	21,150.50	39,789.58	103,300.00	63,510.42	39%
4350	Cedar Rock Sewer Expenses	5,860.57	13,059.39	43,900.00	30,840.61	30%
4360	Paradise Point Water Expenses	649.94	2,562.86	27,025.00	24,462.14	9%

Bedford Regional Water Auth.
Summary of Revenue & Expenditures
For the Four Months Ending Friday, October 31, 2025

		<u>Month</u>	<u>FY 25-26 YTD</u>	<u>FY 25-26 Budget</u>	<u>Remaining On Budget</u>	<u>Goal: 33%</u>
4300 + 4310	Schools Sewer Expenses	1,893.37	3,488.14	48,000.00	44,511.86	7%
4315	Mariners Landing Water Expenses	1,200.00	1,200.00		(1,200.00)	0%
	Total Operating Expenditures	1,202,765.83	4,064,437.02	14,290,656.13	10,226,219.11	28%
4400	Depreciation			4,587,600.00	4,587,600.00	0%
4500-0640	Lynchburg Debt Service Paid			1,482.00	1,482.00	0%
4500-0660	2014 VRA Interest		19,706.25	19,706.00	(0.25)	100%
4500-0665	2015 VRA Interest		459,403.13	897,281.00	437,877.87	51%
4500-0650	Assumed Debt from City		9,100.75	18,202.00	9,101.25	50%
4500-0675	VRA 2020 Interest (ESCO project)		54,434.38	103,359.00	48,924.62	53%
4500-0680	VA Water Facilities Revolving Loan Interest		21,826.49	69,585.00	47,758.51	31%
	Total Interest and Debt Service		564,471.00	1,109,615.00	545,144.00	51%
	Total Exp., Depr. and Debt Service	1,202,765.83	4,628,908.02	19,987,871.13	15,358,963.11	23%
	Total Revenues Less Oper Expense	(865,736.69)	(3,894,345.39)	(1,371,862.87)	2,522,482.52	284%
	Gross Cash Before Capital Exp	(865,736.69)	(3,894,345.39)	(1,371,862.87)	2,522,482.52	284%
	Less non-debt Capital Contributions	(156,760.78)	(174,874.59)	(240,000.00)	(65,125.41)	73%
	(Earnings)/loss before BRWA Capital Outlays	(708,975.91)	(3,719,470.80)	(1,131,862.87)	2,587,607.93	329%

Bedford Regional Water Auth.
Summary of Revenue & Expenditures
For the Four Months Ending Friday, October 31, 2025

		<u>Month</u>	<u>FY 25-26 YTD</u>	<u>FY 25-26 Budget</u>	<u>Remaining On Budget</u>	<u>Goal: 33%</u>
OPERATING REVENUE						
Water Sales:						
3000-3000	Water Sales	(1,029,534.95)	(4,057,009.51)	(11,270,218.00)	(7,213,208.49)	36%
3000-3050	Contract Water Sales	(13,492.93)	(60,821.24)	(130,638.00)	(69,816.76)	47%
3000-3100	Paradise Point Water	(1,394.23)	(5,797.31)	(14,400.00)	(8,602.69)	40%
	Total Water Sales	(1,044,422.11)	(4,123,628.06)	(11,415,256.00)	(7,291,627.94)	36%
Sewer Sales:						
3100-3000	Sewer Sales	(533,436.91)	(2,348,645.27)	(6,451,248.00)	(4,102,602.73)	36%
3100-3025	Mariners Landing Sewer	(12,991.60)	(51,814.30)	(138,310.00)	(86,495.70)	37%
3100-3050	Cedar Rock Revenue	(3,748.02)	(15,195.37)	(40,390.00)	(25,194.63)	38%
	Total Sewer Sales	(550,176.53)	(2,415,654.94)	(6,629,948.00)	(4,214,293.06)	36%
Penalties:						
3902-3211	Water Penalty Revenue	(9,803.91)	(40,271.07)	(60,000.00)	(19,728.93)	67%
3902-3213	Sewer Penalty Revenue	(6,309.88)	(25,851.22)	(40,000.00)	(14,148.78)	65%
	Total Penalties	(16,113.79)	(66,122.29)	(100,000.00)	(33,877.71)	66%
Account Charges:						
3903-3231	Water Account Charge Revenue	(2,875.00)	(13,000.00)	(35,000.00)	(22,000.00)	37%
3903-3233	Sewer Account Charge Revenue	(1,625.00)	(6,975.00)	(20,000.00)	(13,025.00)	35%
	Total Account Charges	(4,500.00)	(19,975.00)	(55,000.00)	(35,025.00)	36%
Review Fees:						
3903-3240	Engineering Review Fees	(10,690.89)	(64,679.30)	(50,000.00)	14,679.30	129%
3903-3242	Engineering Fire Flow Testing		(150.00)	(1,500.00)	(1,350.00)	10%
3903-3243	SGP Review and Inspections	(4,000.00)	(6,600.00)	(4,000.00)	2,600.00	165%
	Total Review Fees	(14,690.89)	(71,429.30)	(55,500.00)	15,929.30	129%
Interest Earned:						
3900-3250	Bank Interest Earned		(78,416.19)	(100,000.00)	(21,583.81)	78%
	Total Interest Earned		(78,416.19)	(100,000.00)	(21,583.81)	78%
Sewer Clean Outs:						
3903-3245	Sewer Clean-Out Installation Fee			(7,000.00)	(7,000.00)	0%
	Total Sewer Clean Outs			(7,000.00)	(7,000.00)	0%
Meter Installation Revenues:						
3903-3250	Meter Fee Revenue	(6,600.00)	(15,570.00)	(50,000.00)	(34,430.00)	31%
3903-3260	Meter Base Installation Revenue	(17,600.00)	(49,600.00)	(70,000.00)	(20,400.00)	71%
	Total Meter Installation Revenues	(24,200.00)	(65,170.00)	(120,000.00)	(54,830.00)	54%
Industrial Pretreatment Revenue:						
3903-3255	Industrial Pretreatment Revenue	(1,302.13)	(5,208.52)	(20,000.00)	(14,791.48)	26%
	Total Industrial Pretreatment Revenue	(1,302.13)	(5,208.52)	(20,000.00)	(14,791.48)	26%
Rent/Meter Charges:						
3903-3261	Service Repairs & Equipment Rentals	(833.05)	(6,822.81)	(15,000.00)	(8,177.19)	45%
	Total Rent/Meter Charges	(833.05)	(6,822.81)	(15,000.00)	(8,177.19)	45%
Misc:						
3903-3262	Cellular Antenna Rental- BRWA portion		(26,209.64)	(80,298.00)	(54,088.36)	33%
3903-3263	Sewer Extension Revenue	(10,200.00)	(12,700.00)		12,700.00	0%
3903-3264	Sewer Pump Maintenance Revenue	(8,470.00)	(33,775.00)	(105,000.00)	(71,225.00)	32%
3903-3270	Miscellaneous Revenue	(174.09)	(1,903.69)	(10,000.00)	(8,096.31)	19%
3903-3275	Revenue from Communication Towers	(920.07)	(2,760.21)	(11,040.00)	(8,279.79)	25%
	Total Misc	(19,764.16)	(77,348.54)	(206,338.00)	(128,989.46)	37%

Bedford Regional Water Auth.
Summary of Revenue & Expenditures
For the Four Months Ending Friday, October 31, 2025

	<u>Month</u>	<u>FY 25-26 YTD</u>	<u>FY 25-26 Budget</u>	<u>Remaining On Budget</u>	<u>Goal: 33%</u>
Fixed Asset Disposals:					
3903-3280 Sales and Disposals		(6,460.00)		6,460.00	0%
Total Fixed Asset Disposals		(6,460.00)		6,460.00	0%
Account Default Fees:					
3901-3211 Reconnect Fee Revenue	(2,000.00)	(7,950.00)	(25,000.00)	(17,050.00)	32%
3901-3212 Return Check Revenue	(490.00)	(2,205.00)	(3,000.00)	(795.00)	74%
3901-3213 Unauthorized Service Revenue	(4,000.00)	(6,000.00)	(3,000.00)	3,000.00	200%
Total Account Default Fees	(6,490.00)	(16,155.00)	(31,000.00)	(14,845.00)	52%
Contract Reimbursements:					
3201-3275 School System Operations	(9,549.08)	(37,947.16)	(100,000.00)	(62,052.84)	38%
Total Contract Reimbursements	(9,549.08)	(37,947.16)	(100,000.00)	(62,052.84)	38%
Revenue from BRWA Operations	(1,692,041.74)	(6,990,337.81)	(18,855,042.00)	(11,864,704.19)	37%
Capital Recovery Fees:					
3000-3220 Water Capital Recovery Fees	(115,000.00)	(272,000.00)	(800,000.00)	(528,000.00)	34%
3100-3220 Sewer Capital Recovery Fees	(104,700.00)	(160,400.00)	(400,000.00)	(239,600.00)	40%
Total Capital Recovery Fees	(219,700.00)	(432,400.00)	(1,200,000.00)	(767,600.00)	36%
Cellular Antenna Site Rental-County portion:					
3903-3265 Cellular Antenna Revenue- Co. portion		(14,139.76)	(53,532.00)	(39,392.24)	26%
3903-3285 Bedford County Broadband Revenue		(1,175.00)	(11,160.00)	(9,985.00)	11%
Total Cellular Antenna Site Rental-County portion		(15,314.76)	(64,692.00)	(49,377.24)	24%
BOS Capital Contributions:					
3904-3310 Bedford County Debt Support		(909,706.25)	(1,000,000.00)	(90,293.75)	91%
Total BOS Capital Contributions		(909,706.25)	(1,000,000.00)	(90,293.75)	91%
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%
ARPA Funding:					
3904-3325 Bedford ARPA Projects	(101,784.00)	(101,784.00)		101,784.00	0%
Total ARPA Funding	(101,784.00)	(101,784.00)		101,784.00	0%
Contributions from Outside agencies:					
3904-3350 VA Revolving Loan- Principal Forgiveness	(54,976.78)	(54,976.78)		54,976.78	0%
Total Contributions from Outside agencies	(54,976.78)	(54,976.78)		54,976.78	0%
SML WTF Revenue:					
3903-3330 SML WTF Revenue		(18,113.81)	(20,000.00)	(1,886.19)	91%
Total SML WTF Revenue		(18,113.81)	(20,000.00)	(1,886.19)	91%
Developer Prepayments Redemption Revenue:					
3904-3317 Developer Capital Recovery Fee Redemption Revenue			(20,000.00)	(20,000.00)	0%
Total Developer Prepayments Redemption Revenue			(20,000.00)	(20,000.00)	0%
Insurance Proceeds:					
3903-3290 Insurance Proceeds		(620.00)		620.00	0%
Total Insurance Proceeds		(620.00)		620.00	0%
Revenue from Other Sources	(376,460.78)	(1,532,915.60)	(2,504,692.00)	(971,776.40)	61%
Total Revenue	(2,068,502.52)	(8,523,253.41)	(21,359,734.00)	(12,836,480.59)	40%

Bedford Regional Water Auth.
Summary of Revenue & Expenditures
For the Four Months Ending Friday, October 31, 2025

	<u>Month</u>	<u>FY 25-26 YTD</u>	<u>FY 25-26 Budget</u>	<u>Remaining On Budget</u>	<u>Goal: 33%</u>	
OPERATING EXPENSES						
Salaries:						
4000-0010	Administration Salaries	93,198.52	374,933.67	1,493,397.84	1,118,464.17	25%
4000-0019	IT Oncall Stipend	800.00	3,171.43	10,400.00	7,228.57	30%
4000-0020	Administration Overtime	24.25	1,949.71	15,342.63	13,392.92	13%
4002-0010	Customer Service Salaries	32,846.80	129,746.93	427,180.60	297,433.67	30%
4002-0020	Customer Service Overtime	237.36	1,704.28	5,377.99	3,673.71	32%
4003-0010	Engineering Department Salaries	71,268.92	294,117.16	922,947.28	628,830.12	32%
4003-0019	Engineering OnCall Stipend	800.00	3,171.43	10,400.00	7,228.57	30%
4003-0020	Engineering Department Overtime	5,479.32	19,799.85	64,312.81	44,512.96	31%
4004-0010	Maintenance Department Salaries	103,985.27	422,348.76	1,544,985.40	1,122,636.64	27%
4004-0019	Maintenance Oncall Stipend Expense	2,400.00	9,684.29	49,400.00	39,715.71	20%
4004-0020	Maintenance Department Overtime	5,727.20	39,690.38	224,044.43	184,354.05	18%
4005-0010	Operations Department Salaries	106,834.52	428,412.39	1,462,071.60	1,033,659.21	29%
4005-0019	Operations Oncall Stipend		(28.57)	10,400.00	10,428.57	0%
4005-0020	Operations Department Overtime		(50.50)	152,689.39	152,739.89	0%
	Total Salaries	423,602.16	1,728,651.21	6,392,949.97	4,664,298.76	27%
General Office Expenses:						
4010-0085	Long Range Planning	6,337.50	6,337.50	37,500.00	31,162.50	17%
4010-0100	Office Supplies	332.30	620.16	8,000.00	7,379.84	8%
4010-0103	Public Outreach Expenses	496.36	3,508.74	14,000.00	10,491.26	25%
4010-0110	Building Maintenance Expense	8,310.44	17,450.37	52,000.00	34,549.63	34%
4010-0130	Postage and Shipping Expense	1,633.21	2,023.36	8,500.00	6,476.64	24%
4010-0140	Commercial Phone Charges	11.19	5,002.87	14,400.00	9,397.13	35%
4010-0142	Cellular Phone Service	3,820.28	6,331.26	20,480.00	14,148.74	31%
4010-0150	Building Power and Utilities	3,980.55	8,436.53	24,000.00	15,563.47	35%
4010-0170	Advertising	2,127.50	3,984.83	20,000.00	16,015.17	20%
4010-0175	Bank Service charges		511.58	16,800.00	16,288.42	3%
4010-0200	Accounting Services	15,500.00	36,880.00	50,000.00	13,120.00	74%
4010-0220	Legal Expenses		516.15	18,000.00	17,483.85	3%
4010-0400	Board of Directors Fees	2,375.00	9,500.00	28,500.00	19,000.00	33%
4010-0401	Board Mileage Reimbursements	32.90	154.00	588.00	434.00	26%
4010-0075	Board & Committee Meetings			1,000.00	1,000.00	0%
4010-0155	Building Fuel Costs			6,000.00	6,000.00	0%
4010-0160	Employee Bond			748.00	748.00	0%
4010-0161	Building Insurance			3,328.00	3,328.00	0%
	Total General Office Expenses	44,957.23	101,257.35	323,844.00	222,586.65	31%
Employee Benefit & Related Expenses:						
4100-0030	Payroll Taxes	30,830.06	125,394.92	482,895.00	357,500.08	26%
4100-0040	VRS Retirement and Group Life	4,123.57	98,683.54	360,518.00	261,834.46	27%
4100-0041	VRS Hybrid Disability Program	1,293.98	3,899.71	16,273.00	12,373.29	24%
4100-0045	Unemployment Payments	738.50	738.50		(738.50)	0%
4100-0050	Health Insurance		235,200.40	1,088,505.00	853,304.60	22%
4100-0055	Flexible Spending Account		427.20	2,500.00	2,072.80	17%
4100-0065	Employee Testing	1,810.80	3,492.80	8,605.00	5,112.20	41%
4100-0075	Meetings	368.56	761.32	23,820.00	23,058.68	3%
4100-0080	Professional Dues	339.00	3,360.64	14,111.00	10,750.36	24%
4100-0085	Training and Education	10,725.17	25,302.31	102,493.00	77,190.69	25%
4100-0101	Admin Clothing and Uniforms	78.98	459.81	1,450.00	990.19	32%
4100-0102	Employee & Incentive Fund	1,080.79	2,981.55	34,750.00	31,768.45	9%
4100-0103	Safety	2,854.63	9,645.67	68,507.00	58,861.33	14%
4100-0104	Customer Service Clothing & Uniforms	150.00	150.00	2,175.00	2,025.00	7%
4100-0105	Engineering Clothing & Uniforms	143.99	257.63	7,095.00	6,837.37	4%
4100-0106	Wastewater Clothing & Uniforms	506.48	3,023.57	12,149.56	9,125.99	25%
4100-0107	Water Clothing & Uniforms	146.90	715.23	12,838.60	12,123.37	6%
4100-0108	Maintenance Clothing & Uniforms	2,202.31	4,930.58	41,590.00	36,659.42	12%
4100-0060	Worker's Compensation			55,178.00	55,178.00	0%
4100-0090	Whistle Blower Hotline			500.00	500.00	0%
4100-0095	Employee Referral Program			500.00	500.00	0%
	Total Employee Benefit & Related Expenses	57,393.72	519,425.38	2,336,453.16	1,817,027.78	22%

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For the Four Months Ending Friday, October 31, 2025

	<u>Month</u>	<u>FY 25-26 YTD</u>	<u>FY 25-26 Budget</u>	<u>Remaining On Budget</u>	<u>Goal: 33%</u>
Billing Expenses:					
4110-0110	Bill Processing Services	35,210.48	75,345.25	101,726.00	26,380.75 74%
4110-0112	Customer Notification Expenses	250.00	250.00	5,000.00	4,750.00 5%
4110-0120	Customer Service Software Maintenance		77,333.06	74,540.00	(2,793.06) 104%
4110-0125	Credit Card Processing Fees	4,240.60	13,504.60	56,550.00	43,045.40 24%
4110-0175	Courier Service	375.77	987.31	11,388.00	10,400.69 9%
4110-0091	Bad Debt Expense Water			10,000.00	10,000.00 0%
4110-0093	Bad Debt Expense Sewer			12,500.00	12,500.00 0%
4110-0094	Bad Debt Expense Penalties/Misc.			2,500.00	2,500.00 0%
4110-0097	Collection Agency Expense			3,000.00	3,000.00 0%
4110-0115	Meter Testing			150.00	150.00 0%
	Total Billing Expenses	40,076.85	167,420.22	277,354.00	109,933.78 60%
Information Systems Expenses:					
4120-0100	Information Systems Supplies	1,987.34	4,955.13	8,000.00	3,044.87 62%
4120-0110	Contracted Services (Network)	19,328.33	37,193.45	71,660.00	34,466.55 52%
4120-0115	Continuing Support (Software)	15,993.71	55,197.96	205,245.00	150,047.04 27%
4120-0145	Internet and WAN Communications	2,060.00	5,792.71	18,570.00	12,777.29 31%
	Total Information Systems Expenses	39,369.38	103,139.25	303,475.00	200,335.75 34%
Adminstration Supplies:					
4130-0100	Administration Supplies		116.72	2,160.00	2,043.28 5%
	Total Adminstration Supplies		116.72	2,160.00	2,043.28 5%
Customer Service Supplies:					
4140-0100	Customer Service Supplies	45.45	2,151.94	5,396.00	3,244.06 40%
	Total Customer Service Supplies	45.45	2,151.94	5,396.00	3,244.06 40%
Engineering Expenses:					
4210-0100	Engineering Supplies	1,408.13	7,791.55	35,111.00	27,319.45 22%
4210-0110	Engineering Reviews	958.16	2,910.19	61,800.00	58,889.81 5%
4210-0141	Locating Notification Tickets	1,110.00	3,381.60	14,400.00	11,018.40 23%
4210-0240	Construction testing	862.50	1,026.50	4,240.00	3,213.50 24%
	Total Engineering Expenses	4,338.79	15,109.84	115,551.00	100,441.16 13%
Operations Expenses:					
4220-0100	Wastewater Operations Supplies	279.98	300.87	1,600.00	1,299.13 19%
4223-0100	Water Operations Supplies	476.59	1,419.11	12,000.00	10,580.89 12%
	Total Operations Expenses	756.57	1,719.98	13,600.00	11,880.02 13%
Compliance Program Supplies:					
4221-0100	FROG Program Supplies			6,000.00	6,000.00 0%
	Total Compliance Program Supplies			6,000.00	6,000.00 0%
Pretreatment Expenses:					
4222-0100	Pretreatment Supplies/Expenses	9,603.72	12,741.98	31,000.00	18,258.02 41%
4222-0200	Backflow Supplies			10,000.00	10,000.00 0%
	Total Pretreatment Expenses	9,603.72	12,741.98	41,000.00	28,258.02 31%
Lab Supplies:					
4225-0100	Lab Supplies	1,329.00	3,381.21	18,000.00	14,618.79 19%
	Total Lab Supplies	1,329.00	3,381.21	18,000.00	14,618.79 19%
Maintenance Expenses:					
4230-0100	Maintenance Supplies	3,434.00	11,033.88	69,612.00	58,578.12 16%
	Total Maintenance Expenses	3,434.00	11,033.88	69,612.00	58,578.12 16%
Vehicles & Equipment Expenses:					

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		<u>Month</u>	<u>FY 25-26 YTD</u>	<u>FY 25-26 Budget</u>	<u>Remaining On Budget</u>	<u>Goal: 33%</u>
4240-0100	Vehicles and Equipment Supplies	8,095.65	12,839.20	46,350.00	33,510.80	28%
4240-0110	Vehicles and Equipment Contracted Services	22,863.59	38,894.17	125,000.00	86,105.83	31%
4240-0155	Vehicles & Equipment Fuel Costs	9,514.19	29,180.06	125,000.00	95,819.94	23%
4240-0162	Vehicles and Equipment Insurance			45,757.00	45,757.00	0%
	Total Vehicles & Equipment Expenses	40,473.43	80,913.43	342,107.00	261,193.57	24%
Forest Water Expenses:						
4250-0100	Forest Water Supplies	4,854.83	11,798.51	45,000.00	33,201.49	26%
4250-0110	Forest Water Contracted Services	1,425.00	5,274.58	35,000.00	29,725.42	15%
4250-0150	Forest Water Power	215.79	792.84	6,000.00	5,207.16	13%
4250-0240	Forest Water Sampling and Testing	1,838.25	3,490.51	10,000.00	6,509.49	35%
4250-0300	Forest Water Purchased	172,181.72	254,491.92	721,266.00	466,774.08	35%
4250-0410	Forest Water VDH Fees		27,303.00	28,385.00	1,082.00	96%
4250-0101	Forest Water Meter Installations			56,000.00	56,000.00	0%
4250-0115	Forest Water System Repairs & Improvements			3,500.00	3,500.00	0%
4250-0140	Forest Water Communications			1,320.00	1,320.00	0%
4250-0161	Forest Water Insurance			24,308.00	24,308.00	0%
	Total Forest Water Expenses	180,515.59	303,151.36	930,779.00	627,627.64	33%
Well Systems Expenses:						
4260-0100	Well Systems Supplies	188.51	781.47	9,000.00	8,218.53	9%
4260-0105	Well Systems Chemicals	485.17	1,510.28	9,000.00	7,489.72	17%
4260-0110	Well Systems Contracted Services	14,289.24	19,667.04	15,000.00	(4,667.04)	131%
4260-0140	Wells Systems Communications	74.40	144.20	500.00	355.80	29%
4260-0150	Well Systems Power	902.28	2,044.32	7,000.00	4,955.68	29%
4260-0240	Well Systems Sampling and Testing	414.00	2,712.60	7,500.00	4,787.40	36%
4260-0410	Well Systems VDH Fees		726.00	737.00	11.00	99%
4260-0101	Well Systems Meter Installations			500.00	500.00	0%
4260-0115	Well Systems Repairs & Improvements			1,000.00	1,000.00	0%
4260-0161	Well Systems Insurance			1,047.00	1,047.00	0%
	Total Well Systems Expenses	16,353.60	27,585.91	51,284.00	23,698.09	54%
SML Central Distribution Water System Expenses:						
4265-0100	SML Central Water Distribution Supplies	2,052.34	3,166.48	13,000.00	9,833.52	24%
4265-0110	SML Central Water Distribution Contracted Services	1,570.00	3,504.58	12,000.00	8,495.42	29%
4265-0150	SML Central Electric	178.52	386.72	840.00	453.28	46%
4265-0240	SML Central Water Distribution Sampling & Testing	546.50	1,291.00	5,000.00	3,709.00	26%
4265-0410	SML Central Water Distribution VDH Fees		5,049.00	5,153.00	104.00	98%
4265-0101	SML Central Water Distribution Meter Installations			12,000.00	12,000.00	0%
4265-0115	SML Central Water Distrib. Repairs & Improvements			1,000.00	1,000.00	0%
4265-0140	SML Communications			590.00	590.00	0%
	Total SML Central Distribution Water System Expenses	4,347.36	13,397.78	49,583.00	36,185.22	27%
Highpoint Facility Expenses:						
4270-0100	Highpoint Facility Supplies	101.41	161.41	4,000.00	3,838.59	4%
4270-0105	Highpoint Facility Chemicals		3,899.04	7,500.00	3,600.96	52%
4270-0110	Highpoint Facility Contracted Services	2,255.00	3,462.91	14,000.00	10,537.09	25%
4270-0150	Highpoint Facility Power	1,091.25	4,706.80	14,500.00	9,793.20	32%
4270-0155	Highpoint Facility Fuel Costs			2,000.00	2,000.00	0%
4270-0161	Highpoint Facility Insurance			7,640.00	7,640.00	0%
4270-0371	Highpoint Facility Road Maintenance Fees			1,419.00	1,419.00	0%
	Total Highpoint Facility Expenses	3,447.66	12,230.16	51,059.00	38,828.84	24%
SMLWTF Water Treatment Expenses:						
4330-0100	SMLWTF Water Treatment Supplies	7,702.32	13,347.99	70,000.00	56,652.01	19%
4330-0105	SMLWTF Water Treatment Chemicals		28,591.24	115,000.00	86,408.76	25%
4330-0110	SMLWTF Water Treatment Contracted Services	7,532.28	20,462.50	160,000.00	139,537.50	13%
4330-0140	SMLWTF Water Treatment Communications	62.04	248.26	1,640.00	1,391.74	15%
4330-0150	SMLWTF Water Treatment Power	19,507.26	83,148.92	240,000.00	156,851.08	35%
4330-0240	SMLWTF Water Treatment Sampling & Testing	366.80	1,281.80	10,000.00	8,718.20	13%
4330-0300	SML Water Quality Monitoring		7,500.00	7,500.00		100%
4330-0155	SMLWTF Water Treatment Fuel Costs			2,500.00	2,500.00	0%
4330-0161	SMLWTF Water Treatment Property Insurance			11,345.00	11,345.00	0%
4330-0370	SMLWTF Water Treatment Raw Water Fee			8,800.00	8,800.00	0%

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	<u>Month</u>	<u>FY 25-26 YTD</u>	<u>FY 25-26 Budget</u>	<u>Remaining On Budget</u>	<u>Goal: 33%</u>
Total SMLWTF Water Treatment Expenses	35,170.70	154,580.71	626,785.00	472,204.29	25%
Central Water Distribution Expenses:					
4275-0100 Central Water Supplies	11,859.41	31,020.24	45,000.00	13,979.76	69%
4275-0110 Central Water Contracted Services	10,970.00	22,880.00	100,000.00	77,120.00	23%
4275-0115 Central Water Repairs & Improvements		5,600.00	30,000.00	24,400.00	19%
4275-0150 Central Water Power	108.85	182.99		(182.99)	0%
4275-0240 Central Water Sampling & Testing	1,174.95	2,584.19	12,750.00	10,165.81	20%
4275-0410 Central Water VDH Fees		11,493.00	11,761.00	268.00	98%
4275-0101 Central Water Meter Installations			3,750.00	3,750.00	0%
4275-0155 Central Water Fuel Purchases			500.00	500.00	0%
Total Central Water Distribution Expenses	24,113.21	73,760.42	203,761.00	130,000.58	36%
Central Water Treatment Expenses:					
4276-0100 Central Water Treatment Supplies	1,079.99	26,729.57	40,000.00	13,270.43	67%
4276-0105 Central Water Treatment Chemicals		27,731.34	45,000.00	17,268.66	62%
4276-0110 Central Water Treatment Contracted Services	1,455.00	23,032.92	20,000.00	(3,032.92)	115%
4276-0140 Central Water Treatment Communications	124.91	390.47	1,020.00	629.53	38%
4276-0150 Central Water Treatment Power	5,901.30	15,315.88	38,000.00	22,684.12	40%
4276-0240 Central Water Treatment Sampling & Testing	1,609.90	2,864.90	1,500.00	(1,364.90)	191%
4276-0155 Central Water Treatment Fuel			2,000.00	2,000.00	0%
4276-0161 Central Water Treatment Property Insurance			25,913.00	25,913.00	0%
Total Central Water Treatment Expenses	10,171.10	96,065.08	173,433.00	77,367.92	55%
Stewartsville Water Expenses:					
4280-0110 Stewartsville Water Contracted Services	390.00	910.00	2,700.00	1,790.00	34%
4280-0140 Stewartsville Water Communications	124.91	245.19	600.00	354.81	41%
4280-0150 Stewartsville Water Power	30.98	61.10	400.00	338.90	15%
4280-0240 Stewartsville Water Sampling and Testing	280.00	620.00	5,500.00	4,880.00	11%
4280-0300 Stewartsville Water Purchased	3,152.37	4,258.10	38,500.00	34,241.90	11%
4280-0410 Stewartsville Water VDH Fees		429.00	429.00		100%
4280-0100 Stewartsville Water Supplies			3,000.00	3,000.00	0%
4280-0101 Stewartsville Meter Installations			500.00	500.00	0%
4280-0115 Stewartsville Water Repairs & Improvements			2,500.00	2,500.00	0%
4280-0161 Stewartsville Water Insurance			959.00	959.00	0%
Total Stewartsville Water Expenses	3,978.26	6,523.39	55,088.00	48,564.61	12%
Montvale Water Expenses:					
4285-0100 Montvale Water Supplies	1,470.92	5,404.53		(5,404.53)	0%
4285-0101 Montvale Water Meter Installations		405.01		(405.01)	0%
4285-0110 Montvale Water Contracted Services	305.00	7,058.00		(7,058.00)	0%
4285-0115 Montvale Water Repairs & Improvements	3,293.29	7,309.45		(7,309.45)	0%
4285-0140 Montvale Water Communications		39.99		(39.99)	0%
4285-0240 Montvale Water Sampling & Testing	484.00	955.00		(955.00)	0%
Total Montvale Water Expenses	5,553.21	21,171.98		(21,171.98)	0%
Forest Sewer Expenses:					
4290-0100 Forest Sewer Supplies	5,013.65	5,356.10	65,000.00	59,643.90	8%
4290-0105 Forest Sewer Chemicals		14,109.92	64,000.00	49,890.08	22%
4290-0110 Forest Sewer Contracted Services	14,483.06	28,803.50	64,000.00	35,196.50	45%
4290-0140 Forest Sewer Communications	50.51	399.79	3,600.00	3,200.21	11%
4290-0150 Forest Sewer Power	2,668.58	6,636.63	37,200.00	30,563.37	18%
4290-0155 Forest Sewer Fuel Expense	10,574.05	32,350.70	3,000.00	(29,350.70)	1,078%
4290-0350 Forest Sewer Treatment Costs	64,000.00	96,000.00	384,000.00	288,000.00	25%
4290-0115 Forest Sewer Repairs & Improvements			15,000.00	15,000.00	0%
4290-0161 Forest Sewer Insurance			6,922.00	6,922.00	0%
4290-0240 Forest Sewer Testing			500.00	500.00	0%
Total Forest Sewer Expenses	96,789.85	183,656.64	643,222.00	459,565.36	29%
Central Sewer Collection System Expenses:					
4291-0100 Central Sewer Supplies	2,642.52	11,705.83	50,000.00	38,294.17	23%
4291-0110 Central Sewer Coll System Contracted Services	21,213.41	72,390.73	75,000.00	2,609.27	97%
4291-0150 Central Sewer Power	4,958.96	15,446.84	50,000.00	34,553.16	31%

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		<u>Month</u>	<u>FY 25-26 YTD</u>	<u>FY 25-26 Budget</u>	<u>Remaining On Budget</u>	<u>Goal: 33%</u>
4291-0155	Central Sewer Fuel Costs		962.44	3,000.00	2,037.56	32%
4291-0115	Central Sewer Repairs & Improvements			25,000.00	25,000.00	0%
4291-0240	Central Sewer Sampling & Testing			300.00	300.00	0%
	Total Central Sewer Collection System Expenses	28,814.89	100,505.84	203,300.00	102,794.16	49%
Central Sewer Treatment Expenses:						
4293-0100	Center Sewer Treatment Supplies	12,936.72	15,837.21	85,000.00	69,162.79	19%
4293-0105	Center Sewer Treatment Chemicals	16,861.52	52,664.28	130,000.00	77,335.72	41%
4293-0110	Center Sewer Treatment Contracted Services	5,523.80	19,182.31	80,000.00	60,817.69	24%
4293-0115	Center Sewer Sludge Tipping Fees		4,062.00	35,000.00	30,938.00	12%
4293-0140	Center Sewer Treatment Communications	638.18	1,991.25	12,000.00	10,008.75	17%
4293-0150	Center Sewer Treatment Power	9,046.64	27,070.13	120,000.00	92,929.87	23%
4293-0240	Center Sewer Treatment Sampling & Testing	5,403.90	12,268.36	60,000.00	47,731.64	20%
4293-0411	Center Sewer DEQ Charges	11,218.00	11,218.00	11,000.00	(218.00)	102%
4293-0155	Central Sewer Fuel			2,000.00	2,000.00	0%
4293-0161	Center Sewer Treatment Property Insurance			21,893.00	21,893.00	0%
	Total Central Sewer Treatment Expenses	61,628.76	144,293.54	556,893.00	412,599.46	26%
Moneta Sewer Collection System Expenses:						
4292-0100	Moneta Sewer Supplies	142.50	5,713.50	15,000.00	9,286.50	38%
4292-0110	Moneta Sewer Contracted Services	1,078.85	23,968.78	35,000.00	11,031.22	68%
4292-0140	Moneta Communications	74.40	388.04	400.00	11.96	97%
4292-0150	Moneta Sewer Power	3,242.62	7,595.07	18,500.00	10,904.93	41%
4292-0115	Moneta Sewer Repairs & Improvements			5,000.00	5,000.00	0%
4292-0155	Moneta Sewer Fuel Costs			10,000.00	10,000.00	0%
4292-0240	Moneta Sewer Sampling & Testing			2,000.00	2,000.00	0%
	Total Moneta Sewer Collection System Expenses	4,538.37	37,665.39	85,900.00	48,234.61	44%
Moneta Sewer Treatment Expenses:						
4294-0100	Moneta Sewer Treatment Supplies	663.74	6,626.23	15,000.00	8,373.77	44%
4294-0105	Moneta Sewer Treatment Chemicals	796.50	796.50	10,000.00	9,203.50	8%
4294-0110	Moneta Sewer Contracted Services	6,261.06	23,848.20	25,000.00	1,151.80	95%
4294-0115	Moneta Sewer Sludge Tipping Fees		622.00	6,500.00	5,878.00	10%
4294-0140	Moneta Sewer Treatment Communications		328.00	1,800.00	1,472.00	18%
4294-0150	Moneta Sewer Treatment Power	10,348.34	20,582.63	60,000.00	39,417.37	34%
4294-0240	Moneta Sewer Treatment Sampling & Testing	3,357.80	9,144.00	27,000.00	17,856.00	34%
4294-0411	Moneta Sewer DEQ Charges	3,523.00	3,523.00	3,500.00	(23.00)	101%
4294-0155	Moneta Sewer Fuel			1,200.00	1,200.00	0%
4294-0161	Moneta Sewer Treatment Property Insurance			8,581.00	8,581.00	0%
	Total Moneta Sewer Treatment Expenses	24,950.44	65,470.56	158,581.00	93,110.44	41%
Montvale Sewer Expenses:						
4295-0100	Montvale Sewer Supplies	69.72	488.16	7,000.00	6,511.84	7%
4295-0110	Montvale Sewer Contracted Services	345.00	6,195.70	8,000.00	1,804.30	77%
4295-0115	Montvale Sewer Repairs & Improvements	180.72	180.72		(180.72)	0%
4295-0140	Montvale Communications	50.51	100.99	300.00	199.01	34%
4295-0150	Montvale Sewer Power	1,613.00	3,550.96	500.00	(3,050.96)	710%
4295-0155	Montvale Sewer Fuel Costs		222.47	250.00	27.53	89%
4295-0240	Montvale Sewer Sampling & Testing	1,030.20	3,307.90	7,000.00	3,692.10	47%
4295-0411	Montvale Sewer DEQ charges	2,819.00	2,819.00	3,000.00	181.00	94%
4295-0105	Montvale Sewer Chemicals			2,000.00	2,000.00	0%
4295-0161	Montvale Sewer Insurance			1,211.00	1,211.00	0%
	Total Montvale Sewer Expenses	6,108.15	16,865.90	29,261.00	12,395.10	58%
Montvale Sewer Collection System Expenses:						
4296-0110	Montvale Sewer Collection Contracted Services	150.00	350.00	1,000.00	650.00	35%
4296-0100	Montvale Sewer Collection Supplies			1,000.00	1,000.00	0%
	Total Montvale Sewer Collection System Expenses	150.00	350.00	2,000.00	1,650.00	18%
Mariners Landing Sewer Expenses:						
4340-0100	Mariners Landing Sewer Supplies	2,275.05	8,759.91	22,000.00	13,240.09	40%
4340-0110	Mariners Landing Sewer Contracted Services	12,921.40	18,700.04	40,000.00	21,299.96	47%
4340-0140	Mariners Landing Sewer Communication	78.56	235.74	2,400.00	2,164.26	10%

Bedford Regional Water Auth.
Summary of Revenue & Expenditures
For the Four Months Ending Friday, October 31, 2025

		<u>Month</u>	<u>FY 25-26 YTD</u>	<u>FY 25-26 Budget</u>	<u>Remaining On Budget</u>	<u>Goal: 33%</u>
4340-0150	Mariners Landing Sewer Power	5,240.69	10,738.29	28,000.00	17,261.71	38%
4340-0240	Mariners Landing Sewer Sampling & Testing	634.80	1,355.60	5,000.00	3,644.40	27%
4340-0105	Mariners Landing Sewer Chemicals			1,500.00	1,500.00	0%
4340-0155	Mariners Landing Sewer Fuel Costs			2,000.00	2,000.00	0%
4340-0161	Mariners Landing Sewer Property Insurance			2,400.00	2,400.00	0%
	Total Mariners Landing Sewer Expenses	21,150.50	39,789.58	103,300.00	63,510.42	39%
Cedar Rock Sewer Expenses:						
4350-0100	Cedar Rock Sewer Supplies		109.24	10,000.00	9,890.76	1%
4350-0105	Cedar Rock Sewer Chemicals	132.75	132.75	1,000.00	867.25	13%
4350-0110	Cedar Rock Sewer Contracted Services	540.00	4,868.27	15,000.00	10,131.73	32%
4350-0140	Cedar Rock Sewer Communication	74.40	144.20	400.00	255.80	36%
4350-0150	Cedar Rock Sewer Power	1,774.32	3,438.53	9,500.00	6,061.47	36%
4350-0240	Cedar Rock Sewer Sampling & Testing	520.10	1,547.40	4,500.00	2,952.60	34%
4350-0411	Cedar Rock Sewer DEQ Permit Fees	2,819.00	2,819.00	2,900.00	81.00	97%
4350-0155	Cedar Rock Sewer Fuel Costs			500.00	500.00	0%
4350-0161	Cedar Rock Sewer Property Insurance			100.00	100.00	0%
	Total Cedar Rock Sewer Expenses	5,860.57	13,059.39	43,900.00	30,840.61	30%
Paradise Point Water Expenses:						
4360-0100	Paradise Point Supplies	174.92	762.40	5,000.00	4,237.60	15%
4360-0105	Paradise Point Chemicals		547.21	3,500.00	2,952.79	16%
4360-0110	Paradise Point Contracted Services	300.00	500.00	12,000.00	11,500.00	4%
4360-0150	Paradise Point electric	127.02	268.05	5,000.00	4,731.95	5%
4360-0240	Paradise Point Sampling and Testing	48.00	413.20	1,000.00	586.80	41%
4360-0410	Paradise Point VDH Fees		72.00	75.00	3.00	96%
4360-0140	Paradise Point Communications			350.00	350.00	0%
4360-0155	Paradise Point Fuel Costs			100.00	100.00	0%
	Total Paradise Point Water Expenses	649.94	2,562.86	27,025.00	24,462.14	9%
Schools Sewer Expenses:						
4300-0100	Schools Operations Supplies	555.32	1,667.59	12,000.00	10,332.41	14%
4300-0105	Schools Chemicals	504.45	504.45	12,000.00	11,495.55	4%
4300-0240	Schools Sampling and Testing	833.60	1,316.10	9,000.00	7,683.90	15%
4300-0110	Schools Contracted Services			15,000.00	15,000.00	0%
	Total Schools Sewer Expenses	1,893.37	3,488.14	48,000.00	44,511.86	7%
Mariners Landing Water Expenses:						
4315-0110	Mariners Landing Water Contracted Services	1,200.00	1,200.00		(1,200.00)	0%
	Total Mariners Landing Water Expenses	1,200.00	1,200.00		(1,200.00)	0%
	Total Operating Expenditures	1,202,765.83	4,064,437.02	14,290,656.13	10,226,219.11	28%
Depreciation:						
4400-0810	Office Depreciation			13,000.00	13,000.00	0%
4400-0811	Information Systems Depreciation			51,000.00	51,000.00	0%
4400-0812	Vehicles and Equipment Depreciation			300,000.00	300,000.00	0%
4400-0813	Forest Water Depreciation			760,000.00	760,000.00	0%
4400-0814	Lakes Water Depreciation			35,000.00	35,000.00	0%
4400-0815	SML Central Depreciation			410,000.00	410,000.00	0%
4400-0816	Stewartsville Water Depreciation			50,000.00	50,000.00	0%
4400-0817	Forest Sewer Depreciation			575,000.00	575,000.00	0%
4400-0818	Montvale Sewer Depreciation			83,000.00	83,000.00	0%
4400-0819	Amortization Expense			600.00	600.00	0%
4400-0820	Studies Depreciation Expense			27,000.00	27,000.00	0%
4400-0821	Moneta Sewer Depreciation			451,000.00	451,000.00	0%
4400-0822	Central Sewer Depreciation			510,000.00	510,000.00	0%
4400-0823	Center Water Depreciation			440,000.00	440,000.00	0%
4400-0824	SML Water Treatment Facility Depreciation			820,000.00	820,000.00	0%
4400-0825	Mariners Landing Sewer Depreciation			62,000.00	62,000.00	0%
	Total Depreciation			4,587,600.00	4,587,600.00	0%

Bedford Regional Water Auth.
Summary of Revenue & Expenditures
For the Four Months Ending Friday, October 31, 2025

	<u>Month</u>	<u>FY 25-26 YTD</u>	<u>FY 25-26 Budget</u>	<u>Remaining On Budget</u>	<u>Goal: 33%</u>
Lynchburg Debt Service Paid:					
4500-0640 Lynchburg Sewer Interest			1,482.00	1,482.00	0%
Total Lynchburg Debt Service Paid			1,482.00	1,482.00	0%
2014 VRA Interest:					
4500-0660 VRA 2014 Interest (2005 Refunding)		19,706.25	19,706.00	(0.25)	100%
Total 2014 VRA Interest		19,706.25	19,706.00	(0.25)	100%
2015 VRA Interest:					
4500-0665 VRA 2015 Interest		459,403.13	897,281.00	437,877.87	51%
Total 2015 VRA Interest		459,403.13	897,281.00	437,877.87	51%
Assumed Debt from City:					
4500-0650 Assumed Debt from Town- Interest		9,100.75	18,202.00	9,101.25	50%
Total Assumed Debt from City		9,100.75	18,202.00	9,101.25	50%
VRA 2020 Interest (ESCO project):					
4500-0675 VRA 2020 Interest (ESCO)		54,434.38	103,359.00	48,924.62	53%
Total VRA 2020 Interest (ESCO project)		54,434.38	103,359.00	48,924.62	53%
VA Water Facilities Revolving Loan Interest:					
4500-0680 VA Water Facilities Revolving Fund Interest		21,826.49	69,585.00	47,758.51	31%
Total VA Water Facilities Revolving Loan Interest		21,826.49	69,585.00	47,758.51	31%
Total Interest and Debt Service		564,471.00	1,109,615.00	545,144.00	51%
Total Exp., Depr. and Debt Service	1,202,765.83	4,628,908.02	19,987,871.13	15,358,963.11	23%
Total Revenues Less Oper Expense	(865,736.69)	(3,894,345.39)	(1,371,862.87)	2,522,482.52	284%
Gross Cash Before Capital Exp	(865,736.69)	(3,894,345.39)	(1,371,862.87)	2,522,482.52	284%
Less non-debt Capital Contributions	(156,760.78)	(174,874.59)	(240,000.00)	(65,125.41)	73%
(Earnings)/loss before BRWA Capital Outlays	(708,975.91)	(3,719,470.80)	(1,131,862.87)	2,587,607.93	329%

BRWA Cash Flow Analysis- Truist Checking Account

Description	July-25	August-25	September-25	October-25	November-25	December-25	January-26	February-26	March-26	April-26	May-26	June-26	YTD Total
Starting Balance	\$ 4,776,517.33	\$ 3,863,566.51	\$ 2,465,483.34	\$ 2,255,707.95									
DEBITS													
Debits from Operations													
Capital Contributions/Asset Sales and Dispos	\$ 21,200.00	\$10,809.00	\$ -	\$ 11,300.00									\$ 43,309.00
Cash From Operations	\$ 1,862,244.70	\$ 1,732,633.51	\$ 1,755,114.12	\$ 1,848,105.90									\$ 7,198,098.23
Total Cash from Operations:	\$ 1,883,444.70	\$ 1,743,442.51	\$ 1,755,114.12	\$ 1,859,405.90	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,241,407.23
Debits from Non-Operating Sources													
County CIP & Debt Service	\$ -	\$ -	\$ 909,706.25	\$ -									\$ 909,706.25
Transfers from Reserve Accounts	\$ -	\$ -	\$ -	\$ -									\$ -
Transfers from VRA Project Fund & Other ag	\$ -	\$ -	\$ -	\$ 1,276,109.19									\$ 1,276,109.19
Transfers from Escrow Account	\$ -	\$ -	\$ -	\$ -									\$ -
Transfers from Capital & Replacement Fund	\$ -	\$ -	\$ -	\$ -									\$ -
Transfers in Deposit Refund Program Fund	\$ -	\$ -	\$ -	\$ -									\$ -
Transfers from Economic Dev. Fund	\$ -	\$ -	\$ -	\$ -									\$ -
Transfers In Debt Service Fund	\$ -	\$ -	\$ 1,368,837.51	\$ -									\$ 1,368,837.51
Total Cash from Non Operating:	\$ -	\$ -	\$ 2,278,543.76	\$ 1,276,109.19	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,554,652.95
Total Debits (Oper. and Non-Oper.)	\$ 1,883,444.70	\$ 1,743,442.51	\$ 4,033,657.88	\$ 3,135,515.09	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,796,060.18
CREDITS													
Credits for Operating Expenditures	\$ 1,302,104.12	\$ 1,872,696.73	\$ 1,022,582.97	\$900,891.45									\$ 5,098,275.27
Credits for Non-Operating Expenditures													
Payments on Capital Projects	\$ 824,474.39	\$ 904,068.31	\$ 564,480.76	\$ 967,922.34									\$ 3,260,945.80
Payments on Debt Service	\$ 305,056.37		\$ 2,478,543.76	\$ -									\$ 2,783,600.13
Transfers to Debt Service Account	\$ 200,000.00	\$ 200,000.00	\$ -										\$ 400,000.00
Transfers to Capital Account	\$ -		\$ 173,232.14	\$ -									\$ 173,232.14
Transfers to Replacement Fund	\$ 160,167.00	\$ 160,167.00	\$ -										\$ 320,334.00
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	\$ 4,593.64	\$ 4,593.64	\$ 4,593.64	\$ -									\$ 13,780.92
Total Non-Operating Expenditures:	\$ 1,494,291.40	\$ 1,268,828.95	\$ 3,220,850.30	\$ 967,922.34	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,951,892.99
Total Credits (Oper. and Non-Oper.)	\$ 2,796,395.52	\$ 3,141,525.68	\$ 4,243,433.27	\$ 1,868,813.79	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,050,168.26
Ending Cash Balance	\$ 3,863,566.51	\$ 2,465,483.34	\$ 2,255,707.95	\$ 3,522,409.25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	

ADMINISTRATION REPORT



LOCAL NEWS

Published: **October 29, 2025 at 4:22 PM**

Tags: **Excavator, Bedford, Bedford County, Traffic**

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LATEST NEWS

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No injuries after excavator overturns on Route 122 in Bedford County



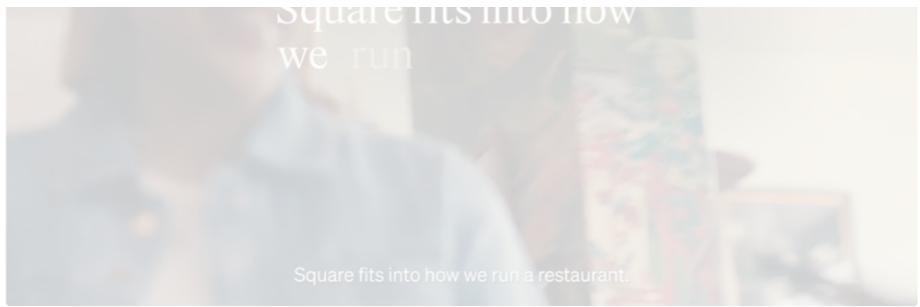
Overtured excavator in Bedford County (Moneta Volunteer Fire Department)

An excavator and trailer overturned Tuesday afternoon on Route 122 near the curve just north of Stony Fork Road, but no one was injured, authorities and emergency responders said.

The Moneta Volunteer Fire Department shared that crews were dispatched at 4:48 p.m. and found the trailer completely overturned with the excavator on its side. The fire department said the trailer and excavator were off the roadway, so no hazards were present. The scene was later released to the Virginia State Police.

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Kyle Draper, communications manager for the Bedford Regional Water Authority (BRWA), said the incident involved a BRWA truck driven by an employee. He added that the BRWA trailer and excavator were damaged, but there was no other property damage.

The BRWA is reviewing the situation under its vehicle and equipment use and incident reporting policies, Draper said.

"This is one of many accidents recently in this curve," the fire department wrote, urging motorists and especially drivers of large vehicles with a high center of gravity to slow down. They also noted that this specific curve does not have much of a bank angle, which can make it easy for large vehicles to rollover, even at lower speeds.



No one was injured after a Bedford Regional Water Authority excavator and trailer were damaged. (Facebook: Desiree Vermillion)



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15 HOURS AGO
Town of Floyd honors military and veterans with annual Veterans Day Parade

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10 NEWS WEATHER AUTHORITY

ALERT DAY

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Roanoke Community Events

Imagination, Reality, and Memories
The Art of Yvonne Alderman

On display November 7

13 NOV

Thu, Nov 13 @ 5:30 pm

"Imagination, Reality, and Memories" by Yvonne...

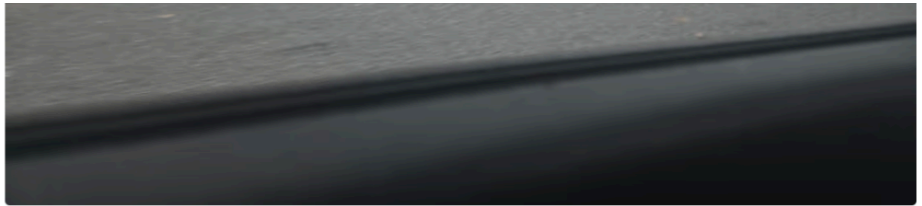
Glencoe Mansion

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No one was injured after a Bedford Regional Water Authority excavator and trailer were damaged. (Facebook: Desiree Vermillion)



No one was injured after a Bedford Regional Water Authority excavator and trailer were damaged. (Facebook: Desiree Vermillion)



No one was injured after a Bedford Regional Water Authority excavator and trailer were damaged. (Facebook: Desiree Vermillion)

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DEPUTY DIRECTOR REPORT

MEMORANDUM

To: BRWA Board of Directors
From: Anthony Browning, Asset Management Specialist
CC: Brian Key, Executive Director, Rhonda English, Deputy Director,
Thomas Cherro, Director of Operations
Date: November 7, 2025
Re: October 2025 OpenGov Tasks Report

Completed Tasks Summary

Below is a map showing the distribution of the OpenGov tasks worked on across our Service Areas during the month of October.

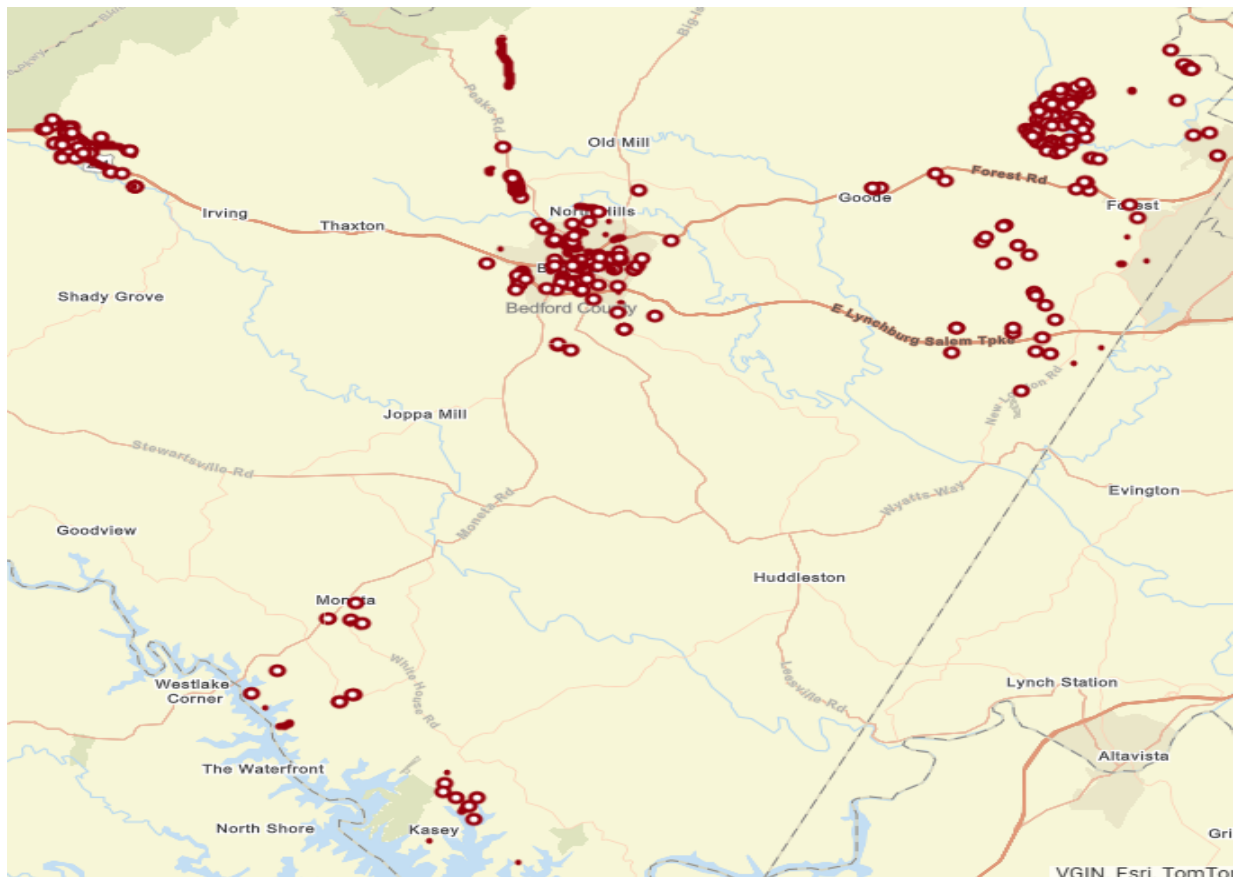


Figure 1: Map Showing Distribution of October Tasks

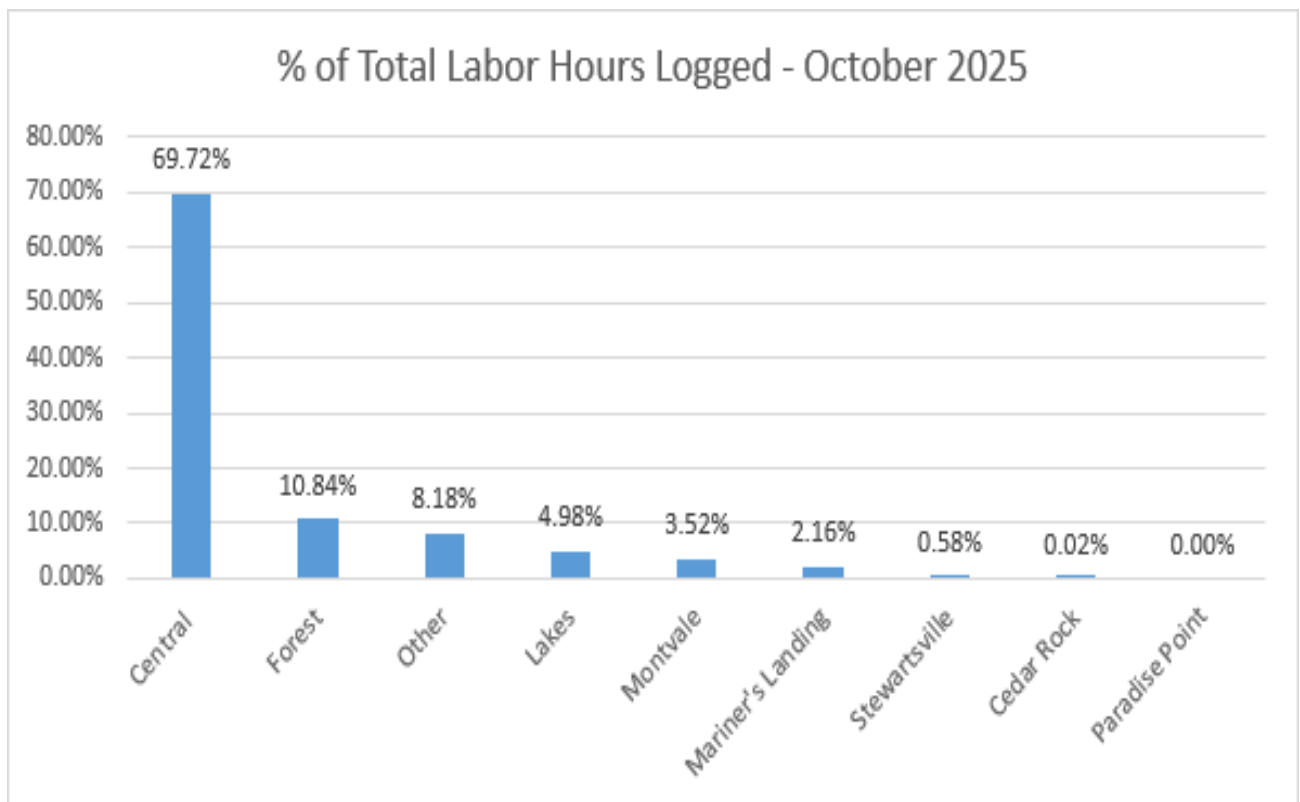
Labor Hours Invested by General Service Area

Below is a chart containing the percentage of labor hours logged by General Service Area. The “General Service Area” groupings of the actual Service Areas are described below.

The non-specific service area noted as “Other” led the way in October with our Engineering Development projects, equipment maintenance and other tasks at our office complex.

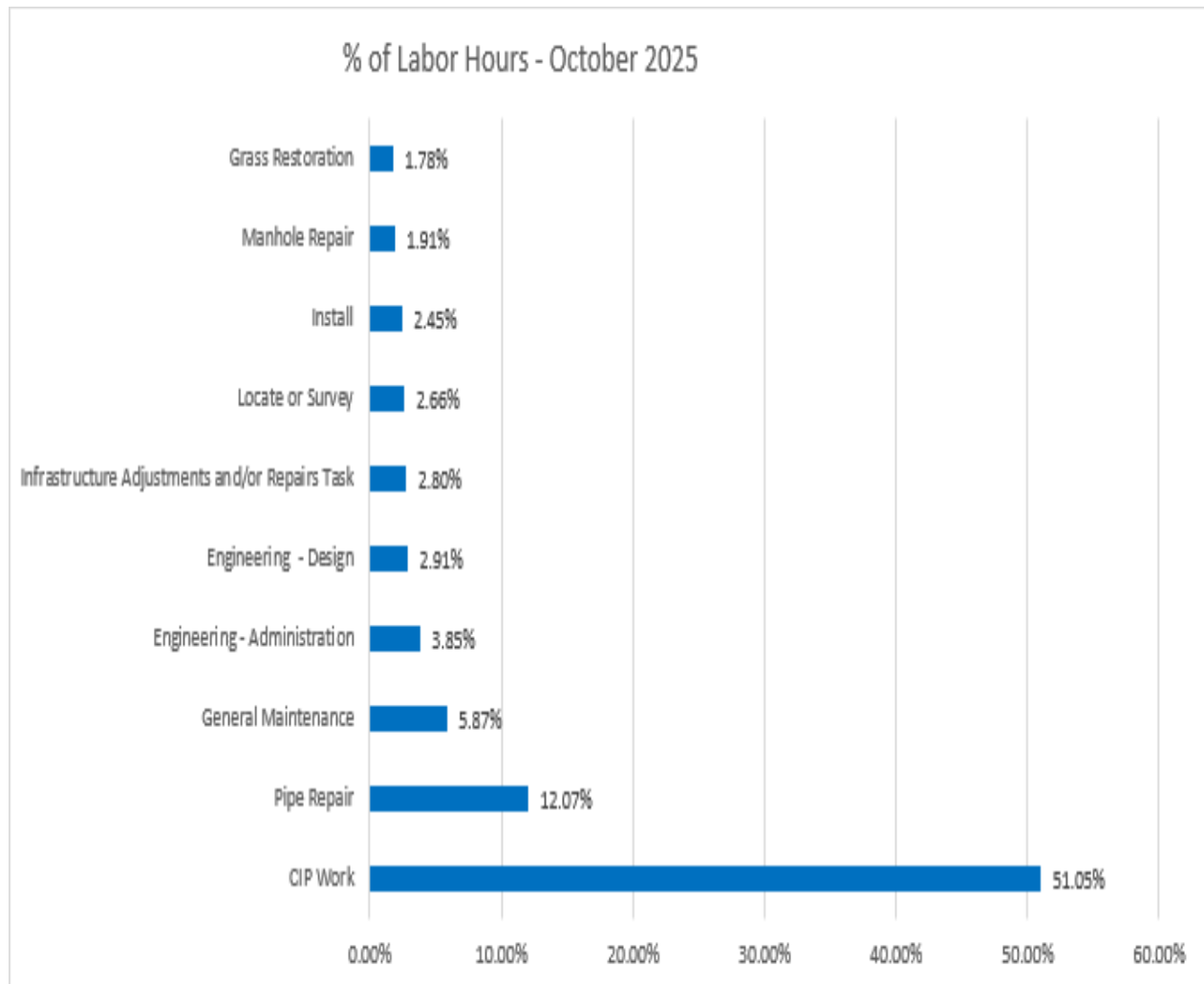
General Service Areas:

- **Cedar Rock:** Cedar Rock Sewer Treatment and Collection
- **Central:** Central Water and Sewer, including Treatment, Distribution, and Collection systems
- **Forest:** Forest Water, Forest Sewer
- **Lakes:** Well Systems, SML Treatment and Water Distribution, SMLWTF, Moneta Sewer Treatment and Collection, Mariner’s Landing Water
- **Mariner’s Landing:** Mariner’s Landing Sewer Treatment and Collection
- **Montvale:** Montvale Sewer Treatment and Collection and Montvale Water
- **Paradise Point:** Paradise Point Water Treatment Facility
- **Stewartsville:** Stewartsville Water
- **Other:** Labor not assigned to a particular service area such as meetings, Engineering Development, vehicle maintenance and BRWA Offices



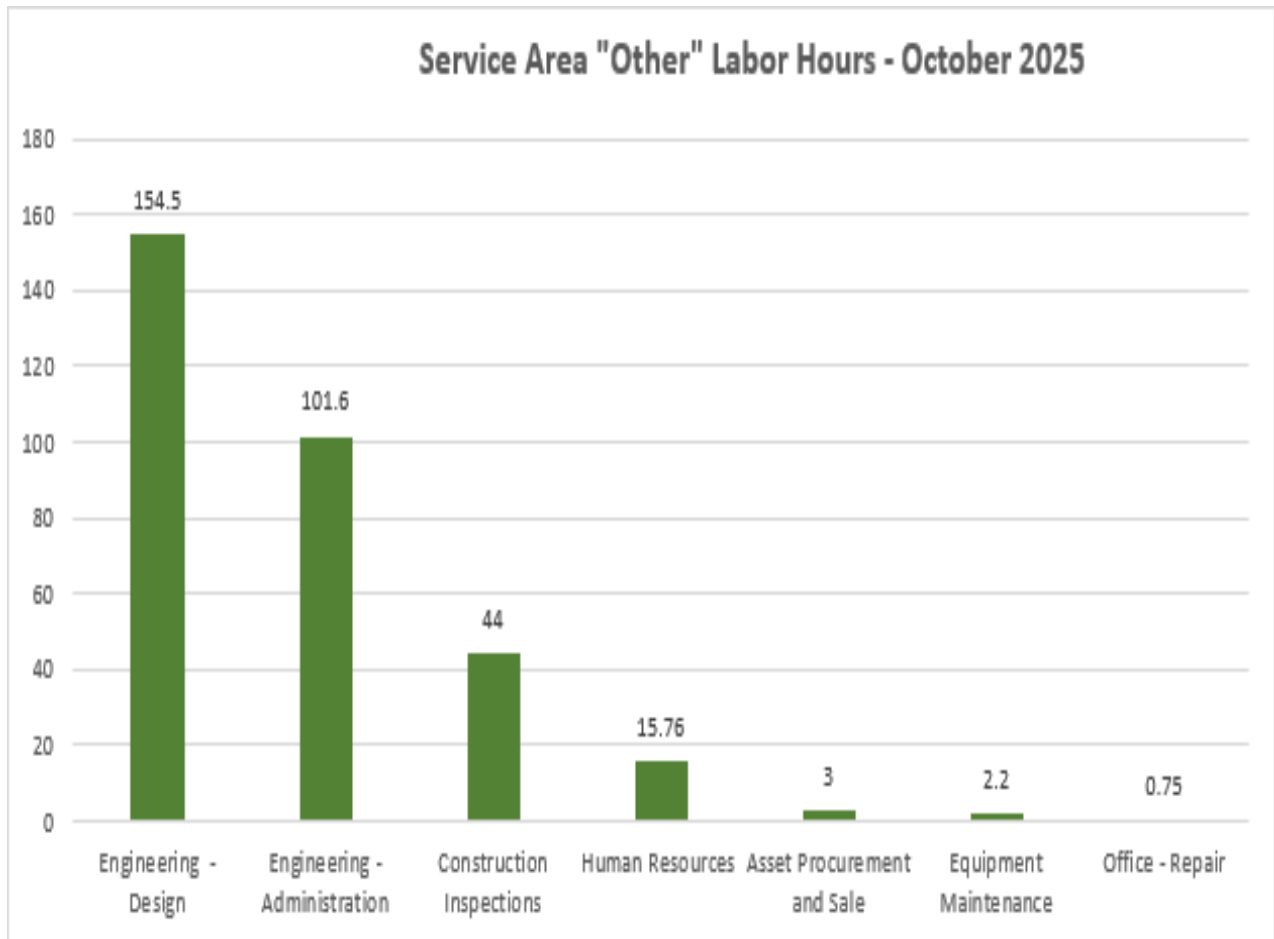
Labor Hours by Task Type

Just over 87% of the total labor hours logged in October are represented in the chart below of the top ten types of tasks performed.



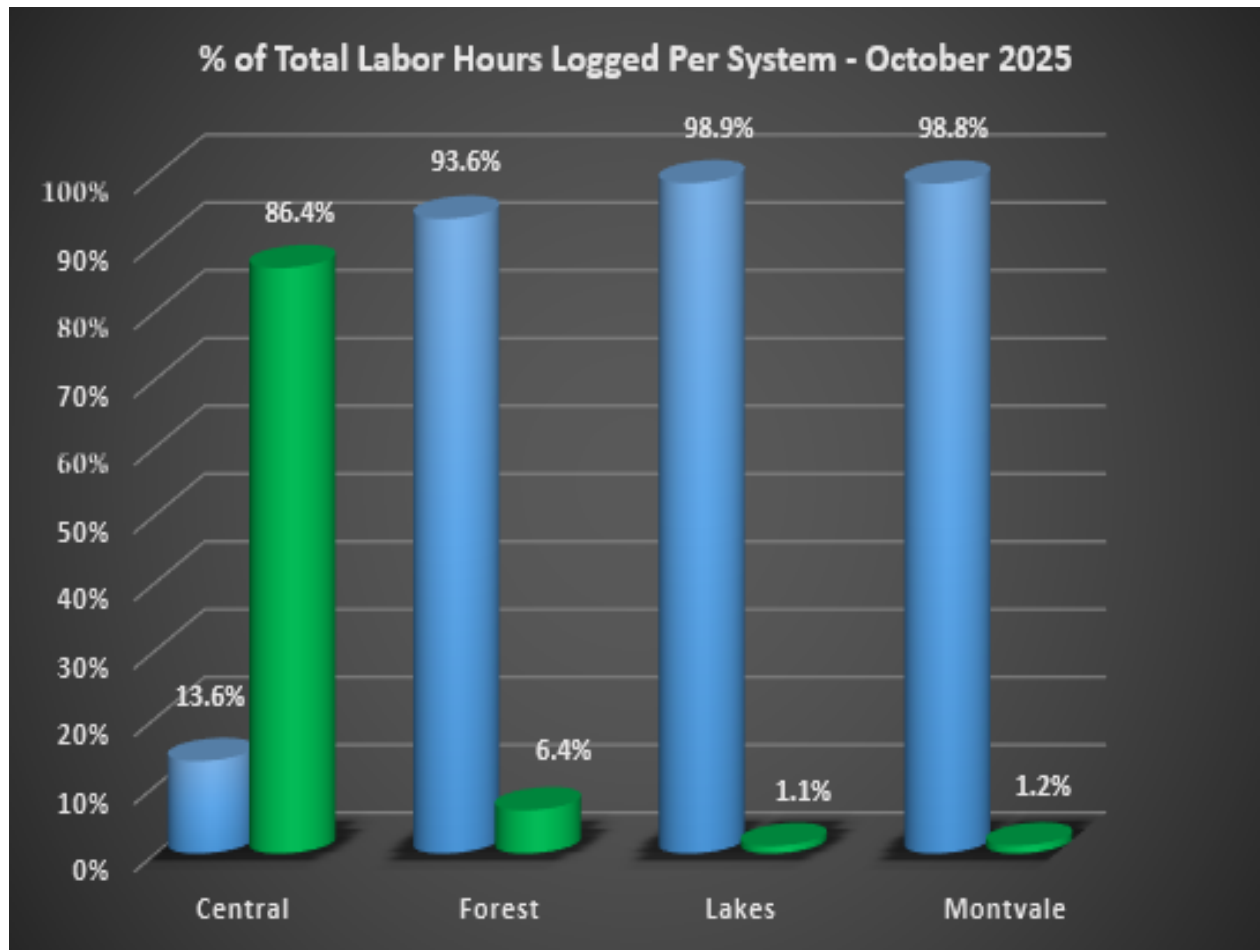
Labor Hours in "Other" Service Area

Labor hours not assigned to a particular service area such as meetings, Engineering Administration, Equipment Maintenance and BRWA Offices. This chart is a breakdown of the hours that was defined in the Other service area for October 2025.



Service Area with both Water and Wastewater

This graph displays the percentage of labor hours spent last month working on water and wastewater per service area.



CAPITAL IMPROVEMENT PROGRAM

Projects Listing

Line ID	Project Map / JN	Service Area	Water or Sewer	Project	Funding Source	Funding Year	Project Costs	Project Costs (Committed / Expected)	Spent to Date	Remaining to Spend	Department	Responsible Manager	Current Status	Current Status Date	Status Notes	Start Date	Completion Date
1	2020-043.4	Central	Water	Forest to Lakes Booster Station & SCADA	Other	SML Residual	\$2,300,000	\$2,217,403	\$ 2,217,403	\$ 82,597	Water	William	In Progress	11/7/25	Due to availability issues, still awaiting a site visit from John Kessler (Core and Main) for advisement and verification of proper flow meters for this application. A site-visit is anticipated by end of month.	12/18/20	2/28/23
2	2020-043.3	Forest	Sewer	Ivy Creek 5 & 6 Design, Construction & Capacity	Other	Debt Service / County	\$16,184,610	\$16,184,610	\$ 13,167,438	\$ 3,017,172	Engineering	Rhonda	In Progress	11/10/25	Lynchburg requested purchase of 500,000 gpd capacity and will be working through an agreement for purchase. E.C. Pace is assisting with Lake Vista Lift Station operation. Work is underway on Johnston property. E.C. Pace is reviewing how much time remains for project completion.	12/18/20	12/26/25
3	2021-111	Central	Water	Helm Street Tank Replacement	Other	ARPA / Escrow/ Cash Reserves Town/EDA/ Winoa/ Ascent	\$3,850,000	\$3,678,214	\$ 3,642,617	\$ 207,383	Engineering	Rhonda	In Progress	11/10/25	Final pay application has been received, pending two remaining punchlist items to be completed.	3/2/22	10/1/25
4	2024-087	Central	Sewer	Winoa Lift Station Replacement	Other	2024 CIP / Town / County	\$300,000	\$318,953	\$ 29,316	\$ 270,684	Wastewater	Rhonda	In Progress	11/10/25	Formal agreement was executed with WGK for installation. Still waiting for arrival of package pump station and installation of 3rd phase of electric service.	6/5/24	12/31/25
5	2023-022	Central	Sewer	Central Pump Stations 1 & 2 Upgrades	Other		\$690,000	\$663,157	\$ 663,157	\$ 26,843	Wastewater	Jennifer	Complete	10/2/25	Remaining improvements at PS #2 outside of project scope and being addressed through operating budget.	12/10/24	9/30/25
6		Cedar Rock WWTP	Sewer	Cedar Rock WWTP - Restructure influent valve	CIP	2026	\$10,000	\$1,135	\$ 1,135	\$8,865	Wastewater Information Systems	Jennifer	Complete	10/9/25	Falwell completed this work on 10/9/2025	9/1/25	10/9/25
7		Central	Sewer	Pump Stations 1, 2, 3 - Security Cameras	CIP	2022	\$5,000			\$ 5,000		Therron	In Progress	8/15/24	Will be getting quotes from different vendor. No response from Security Lock& Key.		
8	2023-106	Central	Sewer	Sewer Flow Meter - Bedford Weaving	CIP	2024	\$25,000	\$10,698	\$ 10,698	\$ 14,302	Engineering	Rhonda	Complete	10/31/25	Fairwinds completed the installation and integration on 10/30/25.	12/2/24	12/1/25
9		Central WTP	Water	Central WTP - Basin Valves replacement Phase 1	CIP	2026	\$75,000			\$75,000	Water	William	In Progress	11/7/25	Received notice from Anderson of manufacturer delays in pricing for valves, and staff shortages. A deadline for quotes was set for early part of the week of 11/10/2025. Once quote is secured, project may be awarded.	8/1/25	3/31/26
10	2020-008	Central WTP	Water	Central WTP - Booster station for customers directly served (Construction)	CIP	2025	\$473,353	\$441,452	\$376,753	\$ 96,600	Engineering	Rhonda	In Progress	11/10/25	Dorsett, JB Moore, and Falwell are troubleshooting issues with soft starts to make the station operational.	8/28/24	11/14/25
11		Central WTP	Water	Central WTP - Inside filter system valves replacement Phase 1	CIP	2025	\$170,000			\$ 170,000	Water	William	In Progress	11/7/25	Received notice from Anderson Construction of manufacturer delays in pricing for valves, and staff shortages. A deadline for quotes was set for early part of the week of 11/10/2025. Once quote is secured, project may be awarded.	10/4/24	12/31/25
12	2023-025.1	Central WTP	Water	Central WTP - Phase 1 Electrical Upgrades	CIP	2025	\$375,000	\$140,760	\$2,843	\$ 372,158	Water	Rhonda	In Progress	10/10/25	One bid received on 10/30 of \$305k; reviewing potential savings options.	9/14/25	12/27/25
13		Central WTP	Water	Central WTP - Relocation of Hypochlorite Design	CIP	2025	\$75,000			\$ 75,000	Water	William	In Progress	10/3/25	Virtual meeting with Wiley & Wilson on 9/22/2025 to discuss design/scope of work options.	3/31/25	12/31/25
14		Central WTP	Water	Central WTP - Upgrade Chemical Feeders (PaCl)	CIP	2022	\$17,000			\$ 17,000	Water	William	In Progress	11/7/25	Design work was signed and approved on 10/31/2025. Project completion is estimated to be 6-8 weeks, barring any manufacturer delays.	3/17/25	12/5/25
15		Central WTP	Water	Central WTP - Re-piping Domestic Pump to Hydropneumatic Tank	CIP	2024	\$60,000			\$ 60,000	Water	William	In Progress	11/7/25	Received notice from Anderson Construction of manufacturer delays in pricing for piping, associated parts, and staff shortages. A deadline for quotes was set for early part of the week of 11/10/2025. Once quote is secured, project may be awarded.	3/21/25	9/30/25
16		Central WWTP	Sewer	Central WWTP - Electric Pallet Lift	CIP	2026	\$10,000	\$9,600	\$9,600	\$400	Wastewater	Jennifer	Complete	10/6/25	Purchased on 9/05/25 and received on 9/11/25.	9/4/25	9/11/25
17		Central WWTP	Sewer	Central WWTP - Filter feed pump	CIP	2026	\$15,000	\$11,323	\$ 11,323	\$3,677	Wastewater	Jennifer	In Progress	10/28/25	Pump ordered from Flomec 10/27/2025.	11/17/25	4/30/26
18		Central WWTP	Sewer	Central WWTP - Install new raw grinder	CIP	2026	\$15,000	\$10,484		\$15,000	Wastewater	Jennifer	In Progress	10/6/25	Will be installed once work begins on the Monster Auger and Grit Collectors.	12/29/25	1/31/26
19	2025-071	Central WWTP	Sewer	Central WWTP - Repair Primary Clarifier #2	CIP	2026	\$50,000			\$50,000	Wastewater	Jennifer	In Progress	11/7/25	Basin needs to be entered to obtain shaft sizes.	12/1/25	4/30/26
20	2025-071	Central WWTP	Sewer	Central WWTP - Replace grit collector #1	CIP	2026	\$130,000	\$146,121		\$130,000	Wastewater	Jennifer	In Progress	11/10/25	Formal agreement was executed with WGK for installation. Waiting on equipment arrival.	12/29/25	1/31/26
21	2025-071	Central WWTP	Sewer	Central WWTP - Replace grit collector #2	CIP	2025	\$147,000	\$146,121		\$ 147,000	Wastewater	Jennifer	In Progress	11/10/25	Formal agreement was executed with WGK for installation. Waiting on equipment arrival.	12/29/25	1/31/26
22	2025-071	Central WWTP	Sewer	Central WWTP - Replace Monster Auger	CIP	2025	\$151,000	\$157,719		\$ 151,000	Wastewater	Jennifer	In Progress	11/10/25	Formal agreement was executed with WGK for installation. Waiting on equipment arrival.	12/29/25	1/31/26
23		Central WWTP	Sewer	Central WWTP - Secondary clarifier 1 repair.	CIP	2026	\$60,000			\$60,000	Wastewater	Jennifer	In Progress	11/7/25	Valve is now functional. Still needs to be pumped down in order to have the problem assessed. Pumping has been delayed due to other needs for the pump.	8/1/25	2/28/26
24		Mariners WWTP	Sewer	Mariners WWTP - Replace chains and sprockets on both Bio-wheels	CIP	2026	\$40,000	\$12,386	\$ 8,142	\$31,858	Wastewater	Jennifer	In Progress	10/16/25	Chains arrived on 10/16/2025. Sprockets due to arrive 11/3/2025.Falwell will install upon arrival.	11/1/25	3/31/26
25		Moneta	Sewer	Moneta LS #1 - Wet Well Wizard / Blower System	CIP	2026	\$40,000	\$34,797	\$ 35,187	\$4,813	Wastewater	Jennifer	In Progress	10/6/25	Wet well wizard system arrived on 9/29/2025. Will need to contract the install out.	10/1/25	2/28/26
26		Moneta WWTP	Sewer	Moneta WWTP - Replace chains and sprockets on Train A Biowheels	CIP	2026	\$60,000	\$21,702		\$60,000	Wastewater	Jennifer	In Progress	11/7/25	Chains and sprockets due to be delivered 12/8/25. Falwell will install upon arrival.	12/15/25	1/31/26
27	2025-024	Montvale WWTP	Sewer	Montvale WWTP Biowheel & plant repairs	CIP	2025	\$187,000	\$195,464	\$194,339	\$ (7,339)	Wastewater	Jennifer	Complete	10/6/25	Project is completed. Falwell completed biowheel installation on 9/19; needed to install new VFD (not in project scope, but needed). Final invoices received and coded.	4/14/25	10/31/25
28		MVS	Water	Generators for Mountain View Shores	CIP	2026	\$75,000			\$75,000	Water	William	In Progress	11/7/25	Received a Sourcewell turn-key bid quote of \$59,504.63, from Carter-Cat / Jamison Construction. Startup and loadbank testing will add an additional \$1,200.00 to the original quote. Reaching out for additional quotes to include well sites.	10/15/25	12/17/25
29		MVS	Water	Mountain View Shores Filter Replacement Ph. 1	CIP	2022	\$100,000		\$ 31,222	\$ 68,778	Water	William	In Progress	11/7/25	Reached out to Anderson Construction, Littleton, and Clearwater Inc., about possibility and cost effectiveness of refurbishing existing filters, including media exchange, in lieu of full replacement due to budgetary confines. Currently awaiting quotes.	6/27/25	12/31/25

CAPITAL IMPROVEMENT PROGRAM																	
Projects Listing																	
Line ID	Project Map / JN	Service Area	Water or Sewer	Project	Funding Source	Funding Year	Project Costs	Project Costs (Committed / Expected)	Spent to Date	Remaining to Spend	Department	Responsible Manager	Current Status	Current Status Date	Status Notes	Start Date	Completion Date
30		Paradise Point	Water	Generator for Paradise Point	CIP	2026	\$15,000			\$15,000	Water	William	In Progress	11/7/25	Received a Sourcewell turn-key bid quote of \$50,090.43, from Carter-Cat / Jamison Construction. Startup and loadbank testing will add an additional \$1,300.00 to the original quote. Reaching out for additional quotes to meet budget.	10/1/25	12/30/25
31		Paradise Point	Water	Paradise Point - Pipe and pump replacements	CIP	2026	\$22,000			\$22,000	Water	William	Not Started	11/7/25	Due to scheduling conflicts, Rorrer Well Drilling will be on-site mid-November to evaluate site needs and provide a bid quote.	8/1/25	1/31/26
32		Purchases	Other	I/I sewer flow meters	CIP	2025	\$30,000	\$30,000		\$ 30,000	Maintenance	Phil	In Progress	10/10/25	New meter systems tested and demo completed. Submitting purchase request Nov 2025. Four flow meters total. Two days training from vendor included for software and I/I tracking in Bedford County.	11/1/24	12/15/25
33	2023-015	Purchases	Other	Phase 1 of Data Visualization	CIP	2025	\$60,000	\$60,000	\$23,000	\$ 37,000	Administration	Brian	In Progress	9/5/25	Draft report is under review, comments being sent to consultant. Need to review the status of accountability dashboard.	9/1/24	8/31/25
34	2025-063	SML (w/ WVWA)	Water	*GAC Heated Building	CIP	2024	\$400,000	\$154,101	\$ 75,674	\$ 324,326	Water	Roger	In Progress	11/10/25	On site underground utilities have been marked. Preparing RFQ package to send to qualified contractors requesting quotes for building erection and foundation expansion.	1/15/24	3/27/26
35	2025-062	SML (w/ WVWA)	Water	*Moneta Pump Station 4 Upgrades Ph 1 (EQ)	CIP	2023	\$40,000	\$9,548	\$ 9,548	\$ 30,452	Wastewater	Jennifer	In Progress	10/6/25	BRWA Maintenance will be moving/replacing the manhole and pipe. Unsure of an actual start time for this project.	3/20/23	11/30/25
36		SML (w/ WVWA)	Water	*Raw Water intake valves	CIP	2025	\$28,000	\$13,516		\$ 28,000	Water	William	In Progress	11/9/25	Received notice that install date has been delayed and is currently scheduled for the week of 12/1/25. Work is estimated to be completed within 1-3 days.	10/4/24	12/5/25
37		SML (w/ WVWA)	Water	*Sodium hypochlorite day tank & pipe wall	CIP	2025	\$50,000			\$ 50,000	Water	William	In Progress	11/7/25	Clearwater will provide a bid-quote for a skid-system the week of 11/10/2025. Quote received from WGK.	3/28/25	12/31/25
38		Valley Mills	Water	Generator for Valley Mills	CIP	2026	\$15,000			\$15,000	Water	William	In Progress	11/7/25	Received a Sourcewell turn-key bid quote of \$47,855.93, from Carter-Cat / Jamison Construction. Startup and loadbank testing will add an additional \$1,200.00 to the original quote. Reaching out for additional quotes to meet budget.	10/15/25	12/15/25
39		Valley Mills	Water	Valley Mills - SCADA	CIP	2026	\$30,000			\$30,000	Water	William	In Progress	11/7/25	Still awaiting a quote from Fairwinds Automation.	7/22/25	2/28/26
Total							\$26,379,963	\$24,669,264	\$20,509,394	\$5,870,568							

Current Capital and Internal Projects Report

Bedford Regional Water Authority

Job #:	2013037.2	Job Type:	Internal	Service Area:	Town	Last Updated:	
Job Name:	Route 43 Sewer Phase 2			Funding/Budget:		5/9/2025	
Engineer:		Contractor:		Funding Source:		Department Contact:	J Dean
				Design Contract Amt:			
				Construction Contract Amt:			
Description:	Sewer line replacement from Nichols Road to Forestview Circle.						
Status:	Construction anticipated to begin in 2026 by CIP crew.						
Job #:	2019098	Job Type:	Water	Service Area:	Town of Bedford	Last Updated:	
Job Name:	Baltimore Ave. & Walnut St. Waterline Replacement			Funding/Budget:		4/29/2025	
Engineer:	BRWA	Contractor:		Funding Source:		Department Contact:	T Hale
				Design Contract Amt:			
				Construction Contract Amt:			
Description:	Waterline replacment for Baltimore Ave from Park to Walnut St and waterline replacement for Walnut St from Longwood Ave to Baltimore.						
Status:	Research and design 10/2/2019. Design put on hold for higher priority internal projects. Project will resume after design approval of 2020-086 & 2020-048 projects 4/6/2020. Shop Dwg 01 rec'd 4/29/25. CIP Crew to move to this project around 10/2025.						
Job #:	2020008	Job Type:	Water	Service Area:	Bedford Central	Last Updated:	
Job Name:	Turkey Mountain Booster Station - Design			Funding/Budget:	\$460,000.00	11/7/2025	
Engineer:	Hurt & Proffitt	Contractor:	F&B	Funding Source:	CIP	Department Contact:	English / Ward / Cherro / Cox
				Design Contract Amt:	\$68,545.00		
				Construction Contract Amt:	\$465,040.54		
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						
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. SRP approved. Reviewing third plan submittal. Plans finalized and sent to VDH for review as of 12/2020. Approval letter from VDH received on 4/30/2021. Funding not available for construction by Annual Contractor. CIP Shop Drawings rec'd 4/23/24. The CIP Crew is preparing for installation of the 4-inch distribution system beginning in September 2024. A construction cost proposal has been requested from F&B Contractors and work may begin as early as July 1, 2024 pending funding approval. CIP began laying pipe 8/9/24. F&B began construction 8/28/24 Shop Dwg 01 rec'd 9/20/24. Applied for RLD and foundation permits on 11/7/24. Dsng 05 rec'd from County routed to other agencies 11/14/24. BRWA comments sent to Planning 11/15/2024. LDP approval received 1/10/25. Foundation inspections completed and approved 1/28/25. Foundation poured and finished 1/29/25. Building set. JB Moore working on electrical installation. Doors installed 7/15, with adjustments at end of July. SCADA panel to be delivered 8/8 for installation. Flushing and sampling week of 8/11. The door was installed 7/16/2025. The PLC panel and 2 soft start panels arrived 9/4/2025. The PLC panels are scheduled to be installed the week of 9/8/2025. Building Certificate of Occupancy (CO) received 10/3/25. Station startup attempted twice during week of 10/6 with faults due to soft starts and wiring. Soft starts to be replaced. Final punchlist sent to F&B. Asbuilts, O&M, and Engineers Certificate requested from H&P. BRWA rep, BRWA Director met with Contractor about wiring not shown on Hurt & Proffitt plans and ongoing issue with soft start. Dorset (SCADA) is reaching out to other resources to assist w/resolution. CO issued 11/6 for additional wiring not included in plans.						

Job #:	2020043.3	Job Type:	Sewer	Service Area:	Forest	Last Updated:	
Job Name:	Ivy Creek Divisions 5 & 6 Interceptors			Funding/Budget:	\$16,184,609.71	11/7/2025	
Engineer:	CHA / E.C. Pace			Funding Source:	DEQ - VCWRLF	Department Contact:	
Contractor:	E.C. Pace			Design Contract Amt:	\$1,042,711.99	English \ Dade \ Cox	
				Construction Contract Amt:	\$14,635,659.42		

Description: Design and construction of Ivy Creek sewer extension from Lake Vista to Lynchburg; includes temporary capacity measures at Lake Vista Pump Station until project completion.

Status: Meeting held 1/11/21 at LVPS to review station for temporary capacity measures needed. SRP application submitted in May for 6/15/21 Planning Commission meeting. DB Team working on plans for temporary capacity increase at LVPS. Comments returned on 30% drawings on 5/24 and reviewed with DB on 5/27. Reviewed temporary LVPS solutions with DB on 8/11/21. Esmts #210012980 & 210012981 recorded 9/8/21. 10/5: Pipe materials difficult to find, significant cost increase. Esmts #210015229, #210015230, #210015231 & #210015232 recorded 10/26/21. 60% drawings rec'd 11/4/21 - Review completed by SWF 11/16/21, with final review by RBE and comments returned on 12/2/21. Esmt #210016351 recorded 11/17/21. Esmt #210016549, #210016550 & 210016569 recorded 11/22/21. Esmt #210018045 recorded 12/22/21. Public hearing to be scheduled to review Environmental Assessment per DEQ. ESMT's #220000674 & 220000675 recorded 1/14/22. #220000834 & #220000835 recorded 1/20/22. Working with Lynchburg on special requirements needed for easements providing benefit to Lynchburg; Lynchburg requiring deed with title search and plats. Continued discussions with 2 property owners for sewer line easements (Green, Johnston). VMRC permit advertised. Dsgn 03 rec'd 2/10/22. Reviewed to Sheet C-316. Stopped review & issued comments thus far on 2/24/22. Outstanding sewer line easements presented to the Board in March; sewer meter access easements to be addressed at a later date if needed. ESMT's #220002973 & 220002974 recorded 3/14/22. ESMT's #220003144 & 220003145 recorded 3/17/22. ESMT #220003779 recorded 3/31/22. All linework easements obtained; access easements pending. 2 line easements to be corrected with Lynchburg as Grantee. Updated construction cost estimate received 5/3/22 reflecting significant price escalations; Dsgn 04 rec'd 6/10/22. Draft construction contract amendment rec'd 7/6/22 and reviewed by legal counsel; presented for approval at August Board meeting. Design plans being finalized. Access easements being obtained, as well as updated and/or widened easements where applicable. Construction Amendment signed 8/19/22. Dsgn 05 rec'd 8/23/22. Dsgn 05 review completed 9/8/22. Awaiting review comments from Lynchburg for final plan updates. 10/20: approximately 4000 LF of pipe is on site; due to environmental restrictions for endangered bat species, tree removal not permitted until 11/15. Due to delay in Lynchburg approvals, clearing to begin around week of 12/12 on Bedford County side. Lynchburg not permitting work until plans have final approvals. 1/6: Clearing underway and several temporary stream crossings installed on Bedford County side. Pay App 1 with stored materials rec'd 1/6/23. ESMT #230000186; 230000187; & 230000188 recorded 1/10/23. ESMT 23000546 recorded 1/26/23. Preconstruction meeting with DEQ on 2/3/23. Surface blasting for easement clearing began late January. Agreement executed 2/8 to allow use of City easements. Meter access easements mailed to Lynchburg for execution on 2/17/23. Preconstruction with Lynchburg held on 2/23/23. RLD permits received from both County and City. Blasting underway. Shop Dwg 01 rec'd 3/21/23. ESMT #230002218 recorded 3/21/23. Shop Dwg 02 rec'd 3/23/23. ESMT #230000188 recorded 4/10/23. Bypass Pumping tested 5/22/23 Blasting caused damage to COL Chemical Storage building. Contractor to repair roof. H2S was found in bedrock; considering smaller blasts with relief holes (5/26/2023). 7/7: City line to be replaced to existing alignment, costs shared between EC Pace, BRWA, and COL. New alignment in design for interceptor. Change Order 1 executed 7/28/2023 for time and reallocation of Ph 1 funds related to delayed DEQ closing and Lynchburg sewer replacement. Sewer replacement to begin 8/14. Sanitary sewer installation began at manhole 121. 30-inch sewer installation has been completed to manhole 128. Manhole 129 (metering manhole) is still being fabricated and due to arrive onsite the middle to end of January 2024. The crew set manhole 130 11/9/2023. ESMT #230010277 recorded 12/12/23. ESMT #240000817 & #240000820 recorded 2/5/24. ESMT #240001400 recorded 2/28/24. Dsgn 10 rec'd 5/6/24. Dsgn 10 Review Completed by JD 5/16/2024. Change Order 2 executed to shift funding to lower portion of project; Change Order 3 for \$713k pending Board approval for funding. DEQ finalizing loan terms for additional funding, which will include \$3500 closing costs. Esmt #24000013537 recorded 8/6/24. Esmt #240004884 recorded 8/13/24. Change Order 3 approved at 9/2024 Board meeting and executed 9/23/24 for \$713k; additional funding approved through DEQ; Board approved DEQ funding at 10/2024 Board meeting. Sanitary sewer installation is completed from manhole 121 - 155. DEQ completed an onsite inspection 1/8/25, no major issues cited. ESMT #250000561 recorded 1/24/25. ESMT #250000878 recorded 2/4/25. Completion date to be extended to 11/2025 due to delays caused by rock, H2S, and extreme winter temperatures affecting creek crossings. 5/9/25: Connection to City line complete with cleanup of City property underway. Cottontown Road bore to begin late May / June. Easement complaints being addressed for Judy (rocks), Warner (seeding), Green (pump fumes), Boling (meter access, manhole vent), and Wade (stormwater runoff). FOIA request responded to 7/29 for Johnston property. Revised Johnston easement remains outstanding. Johnston esmt recorded #250008186 9/23/25. 11/7: Work underway on Johnston property; tree cutting resumed 11/3 upon bat restrictions ending 11/1. LVPS operating solely on bypass pump; ECP assisted with pump failure 10/31 and involved with ongoing coordination of station operation.

Job #:	2021093	Job Type:	Sewer	Service Area:	Forest Central	Last Updated:	
Job Name:	Lake Vista Sewer Line Rehabilitation Study			Funding/Budget:		9/8/2025	
Engineer:	BRWA Preventative Maintenance			Funding Source:	Operating	Department Contact:	
Contractor:				Design Contract Amt:		P Alexander	
				Construction Contract Amt:			

Description: Analysis of 24" and 18" sewer line flowing into LVPS to identify any large sources of I&I and plan for rehabilitation as appropriate to limit peak flows into LVPS.

Status: PM Crew to perform condition assessment, CCTV survey, and easement clearing. All manholes and cleanouts have been located. PM will work on clearing easements beginning February 2025 upon bat restrictions being lifted. 1/13/25: PM purchased new camera and will check 18" and 24" lines and manholes prior to May 2025. 6/6/25: PM working with contractor for select manhole rehab; delays due to contractor availability. Field research has begun to address I&I.

Job #:	2021111	Job Type:	Water	Service Area:	Town	Last Updated:	
Job Name:	Helm Street Tank Replacement			Funding/Budget:	\$3,850,000.00		11/7/2025
				Funding Source:	ARPA-Town, Escrow, Ca	Department Contact:	
Engineer:	Whitman, Requardt & Associates (WRA)			Design Contract Amt:	\$218,203	English / Dade / Cox	
Contractor:	WGK			Construction Contract Amt:	\$3,360,000		
Description:	Replacement of existing deteriorated round tank at Helm Street with a new tank to serve the system.						
Status:	Scoping meeting held with WRA and BRWA on 11/9 to review design options prior to design proposal. On-site meeting held 12/9 with WRA to review field conditions prior to preparing proposal. Proposal received 12/20 and under review to reduce scope where feasible. Scope revisions requested to reduce level of analysis. Revised proposal received 2/14/22 and executed 3/2/2022. Preliminary budget estimate from WRA indicates total project cost of approx. \$3.5M. Kickoff meeting held 4/12. Survey began 5/4; and is complete; soil borings completed 5/9. Meeting held 6/22 to review waterline functions and connectivity on site. Preliminary Design Report and geotech report rec'd 7/26, 2 weeks behind schedule. Comments returned 8/17; revisions rec'd 9/20. Preliminary engineering conference held with VDH and PER approved on 11/1. 60% plans and estimate rec'd 12/21/22 and submitted to VDH (12/21/22) and Town (12/22/22). Current cost estimate of \$3.6M including \$573k contingency. 60% plan comments sent on 2/9/23. BRWA verified pipe depths at 3 locations. ARPA funding redistributed between Town & Country and Helm Street tank. 90% plans & specs received 5/22/23. Design reviewed with Water Ops on 7/13/23. Comments returned 7/20. Final documents to be submitted for permitting at end of August. Working with Schools to relocate communication equipment. 100% drawings rec'd 8/22; reviewed with Town TRC on 9/6 and submitted to County E&S for LDP review. VDH Waterworks Construction Permit rec'd 10/4; awaiting SWM and building permit approvals prior to bidding. IFB was advertised on 11/5. Bid Opening date is December 19, 2023. Pre-Bid meeting was held on site on 11/29. Addendum #1 was issued on 12/8. No bids were received. Project will be advertised again in January 2024. Second bid opening will be held on March 5th, 2024. One bid was received totaling \$3.885M submitted by WGK Construction. Contractor provided value engineered proposal for \$3.36M; contract awarded 3/20/24. Water Ops and Maintenance testing impact of 10" line being temporarily down during construction; bypass materials ordered to limit impact. Demolition began 7/26/2024. WGK beginning foundation construction 10/7/24. Tank walls complete. as of the week of 1/6/25; the roof to the tank is being constructed. Fisher Tank has demobilized 2/8/25. Tank painting complete with inspection scheduled 5/14/25. Vaults delivered 5/12. Ribbon cutting ceremony held July 16. Substantial completion inspection completed by WRA and BRWA. Hydro seeding completed 9/5/2025. Disinfection of tank scheduled for week of 9/8/2025. Filling and leak testing scheduled for week of 9/8/2025. Punch list issued 9/23/25 and Substantial Completion issued 9/30. Tank filling and disinfection complete. Asbuilts, O&M, and Engineers Certification requested from WRA. As-built 01 rec'd 10/14/25. Final payment requested 10/28, pending remaining punch list items. BRWA to complete VDH completion certificate; will contract with H&P for asbuilts as WRA does not have local surveyors.						

Job #:	2022018	Job Type:	Internal	Service Area:	Countywide	Last Updated:	
Job Name:	Lead Compliance Planning & Implementation			Funding/Budget:	\$250,000.00		11/7/2025
				Funding Source:	VDH Grant	Department Contact:	
Engineer:	CHA (120 Water as subconsultant)			Design Contract Amt:		R English \ S Taylor \ K Draper	
Contractor:				Construction Contract Amt:			
Description:	Lead Compliance Regulations (LCR) requires Lead Service Line (LSL) inventory, replacement, and other details for a compliance plan.						
Status:	Requested information from consultants on scope of assistance they could provide along with anticipated budget. Preliminary information and budgets received from various consultants ranging from \$50k to \$265k for consultant assistance. \$50k proposed in FY22-23 CIP. CHA assisting with grant funding application through DWSRF, LEAP funding application was submitted to VDH on 5/5 for \$60k assistance towards Town LSL Inventory. BRWA listed as a grant recipient; DEQ offer letter received 11/9/22. Preliminary proposal rec'd and scoping meeting held with CHA and 120Water on 12/21/22. Revised proposal rec'd 1/11; comments returned 1/24 & request sent to VDH to use grant toward both County & Town. Awaiting final grant award from VDH. BRWA requested additional funding through existing grant per VDH communication to CHA regarding additional 2022 funding available; awaiting response. VDH initial meeting on 4/11/23 with all funding recipients. Kickoff meeting with CHA held on 4/27/23. GIS data provided to consultant. 7/7. Notice of revised grant award of \$250k rec'd 8/14/23. Inventory methods and schedule submitted to VDH on 10/3; VDH approval received 10/25 and funding agreement executed with VRS on 10/31. Amended proposal approved 12/4/23. 1/12: 57% identified as non-lead; still reviewing asbuilt records. Progress meeting scheduled 2/22/24. Inventory is 75% complete. Accounts were created for employees to access 120water's GIS platform to view inventory updates. Public outreach is underway. 9/6/24: 9220 public services verified as non-lead and 10,480 private services verified as non-lead; physical verification to be performed on 1% representative sample from select building timeframes. Mailings were sent to all customers with unknown or lead lines on 11/15/24 to meet EPA requirements. 120Water no longer working with CHA as of October 2024. BRWA Communications sent out electronic LSL e-mail to unknown customers in March 2025 upon email program issues being addressed. VDH approved statistical methods for determining lead/non-lead for Stewartsville, MVS, Lakes, and Forest service areas. BRWA Maintenance to perform potholing for Stewartsville, MVS, Lakes, and Paradise Point. Applications submitted for additional VDH LEAP funding and EPA GLO (Get the Lead Out) assistance. EPA GLO consultant contacted BRWA and will assist with written communication planning and coordinated meeting with SERCAP. Feedback and outreach examples received from EPA consultant 8/7. Email blast sent to 1200 customers 8/5. Approval received for statistical method in Central with exception of downtown. CHA began door-to-door efforts in town of Bedford 10/20; Communications printed door hangers and maintaining updates on social media.						

Job #:	2023015	Job Type:	Internal	Service Area:	Countywide	Last Updated:	
Job Name:	Integrated Billing and Asset Dashboard			Funding/Budget:		5/7/2025	
Engineer:	Phase 1: Burns & McDonnell			Funding Source:		Department Contact:	
Contractor:				Design Contract Amt:	\$60,000	Brian Key	
				Construction Contract Amt:			
Description:	Integration of billing data, asset management data, operational spreadsheets and other data to streamline access to information.						
Status:	Proposal received from Streams Tech 1/2022. Directors met with Burns-McDonnell for presentation on 2/1/23. Project proposed for future CIP; unable to fund in 2023-2024. Met with Burns-McDonnell 5/30/23 to review more specific dashboard needs. 7/7: Instructions prepared for Accountability report with references of data sources needed; data sources will be reviewed for possible consolidation. 12/7: Working on an initial phase to utilize Customer Service information. 2/9: identified as a goal in Strategic Planning. Added to CIP list in 4 phases. Phase 1 agreement with BurnsMac executed on 5/31/24. Met with B&M on 10/29/24 to review the project status, and to start developing the scope for phase 2. Developing master plan scope for current and future budgeting. 5/5/25: Two dashboards complete; CIP and Customer Service. Draft report received for review.						
Job #:	2023022	Job Type:	Internal	Service Area:	Central Sewer	Last Updated:	
Job Name:	Central Pump Station 1 & 2			Funding/Budget:	\$660,000.00	11/7/2025	
Engineer:	Blue Ridge Engineering (C Fewster)			Funding Source:	CIP	Department Contact:	
Contractor:	WGK, Fairwinds			Design Contract Amt:	\$16,000	English/Cherro/Mitchell/Taylor	
				Construction Contract Amt:	\$229,918		
Description:	Replacement of pumps, installation of VFD's, and installation of magmeters at Central Pump Stations 1& 2.						
	Reference: 2023-022.1 & 2023-022.2						
Status:	A design proposal has been requested from WRA 4/3/23.A Teams meeting was held with WRA on 4/14/2023 to review and discuss the scope of the project. WRA met with Wastewater Operators on site to review standard operating procedures and equipment on 5/9/2023. Upon receiving WRA's proposal for \$170k, a proposal was received from Blue Ridge Engineering Services for \$11k. 4/5/24: Pump pricing rec'd from 3 vendors; piping modifications will be required for pump connections. Will request contractor pricing for installation of pumps and control panels. Pricing received for most materials and installation; WGK low bid at \$184,375, and Fairwinds low bid for SCADA at \$15k. Portable pump has been ordered and delivered. WGK to begin work in early December. 1/13/25: WGK work complete pending troubleshooting issues with 2 pumps. Old pumps being rebuilt for placement and spares in PS #2. 6/6: PS #1 work complete; awaiting rebuilt pumps for PS #2. 8/8: Rebuilt pumps installed in PS #2 with issues; working with contractor and supplier to address. WGK replaced surge valve at PS #1. WGK's work complete at PS #1; staff will address removal of old material from the site. Addressing issues with rebuilt pump at PS #2. 11/7: All work complete. Wastewater working on improvements at PS#2 pump bases that are outside of project scope.						
Job #:	2023025.1	Job Type:	Other	Service Area:	Central	Last Updated:	
Job Name:	Central WTP Electrical - Phase 1			Funding/Budget:	\$375,000.00	11/7/2025	
Engineer:	Wiley Wilson			Funding Source:	CIP	Department Contact:	
Contractor:				Design Contract Amt:		T Cherro, R English	
				Construction Contract Amt:			
Description:	Relocation of generator to exterior of building with a new generator and automatic transfer switch.						
Status:	Single quote received when quotes were solicited that exceeded \$200k. Bid documents to be published 10/12 for bid opening 10/30. 11/7: Only 1 bid received for \$305k, with \$220k available budget for installation; negotiating cost reductions.						
Job #:	2023025.2	Job Type:	Other	Service Area:	Central	Last Updated:	
Job Name:	Central WTP Electrical - Phase 2			Funding/Budget:		9/29/2025	
Engineer:	Wiley Wilson			Funding Source:		Department Contact:	
Contractor:				Design Contract Amt:		T Cherro	
				Construction Contract Amt:			
Description:	Relocation of major electrical panels, including one over Clearwell entry hatch, to supply room where generator will be moved out during Phase 1.						
Status:	Funding to be requested in FY 26-27.						

Job #:	2023025.3	Job Type:	Other	Service Area:	Central	Last Updated:	
Job Name:	Central WTP Electrical - Phase 3			Funding/Budget:		9/29/2025	
Engineer:	Wiley Wilson			Funding Source:		Department Contact:	
Contractor:				Design Contract Amt:		T Cherro	
Description:	Upgrade and relocation of minor electrical components; dependent upon completion of Phase 2.						
Status:	Funding will be requested in FY 27-28.						
Job #:	2023051	Job Type:	Internal	Service Area:		Last Updated:	
Job Name:	Shady Knoll Sewer Replacement			Funding/Budget:		11/7/2025	
Engineer:				Funding Source:	Setasides - Sewer	Department Contact:	
Contractor:				Design Contract Amt:		S Taylor / J Dean	
Description:							
Status:	Dsgn 01 rec'd 8/5/24.Design comments routed 08/12/2024. Dsgn 02 rec'd 9/19/24.Design 02 approved for CIP use 09/23/2024. ESMT #240008353 10/21/24. Construction Notification Letters mailed 1/17/25. Construction has started. 6 manholes and 900' ft of pipe installed 6/9/25.Waiting for bypass pump from PS 1 & 2. By-Pass pump onsite; planning to start back week of 9/8/25. 11/7: Anticipated completion mid-December, with 664' and 3 MH's remaining.						
Job #:	2023106	Job Type:	Internal	Service Area:	Central	Last Updated:	
Job Name:	Bedford Weaving Mill Sewer Flow Meter			Funding/Budget:	\$25,000.00	11/7/2025	
Engineer:				Funding Source:	CIP	Department Contact:	
Contractor:				Design Contract Amt:		Alexander \ T Hale	
Description:	Sewer Flow Meter Installation						
Status:	A quote was received from the vendor to purchase the flow meter. Maintenance is coordinating rehab of the existing manhole and installation of the flume prior to installing the flow meter. Flow metering equipment was purchased.Manhole rehab and flume installation scheduled for May. Installation of meter anticipated July 2024. Easement to be prepared 9/3/2024. Esmt sent to property owner 12/30/24. Continued work with property owners to obtain easement for flow meter. Requested quote from Dorsett for metering manhole. 11/7: Site visit with Fairwinds on 10/18; work complete for integration with BWM flow meter on 10/30. Purchased flow meter to be returned for credit towards portable flow meters. CIP Crew to replace portion of sewer main through parking lot in July 2026.						
Job #:	2024087	Job Type:	Internal	Service Area:	Bedford Central	Last Updated:	
Job Name:	Winoa Lift Station Replacement			Funding/Budget:	\$300,000.00	10/10/2025	
Engineer:	AH Environmental Consultants, Inc.			Funding Source:		Department Contact:	
Contractor:				Design Contract Amt:	\$20,529	R English \ T Cherro	
Description:							
Status:	Proposal with AH Environmental accepted 6/27/24. Design meeting held 8/15/24 to review station options. Pump specification package received and will be used for procuring the pump station equipment. Equipment ordered 10/22/24 with 7-9 months lead time. Will wait until 2 months out from delivery prior to procuring installation quotes. Material submittals received in 1/2025; AH approved submittals ~1/17/25 and creating bid package for installation. Lead time for manufacture began at time of submittal approval. CIP crew installed bypass system in March. S&L updated pump lead time to late September 2025. 6/6: Draft installation specs received with comments noted; submitted to Dorsett for any additional comments before returning to AH. 8/8: Comments returned to AH at end of July. Procurement scope sent to contractors with bids due 9/12. Addendum 1 issued 9/5. Installation project awarded to W GK as low bidder at \$158k. Total construction amount of \$298,424 with equipment and SCADA, excluding bypass pumping.						

Job #:	2024121	Job Type:	Internal	Service Area:		Last Updated:	
Job Name:	BRWA Solar Farm at SMLWTF			Funding/Budget:		10/10/2025	
Engineer:	Schnieder Electric			Funding Source:		Department Contact:	
Contractor:				Design Contract Amt:		Brian Key	
Description:				Construction Contract Amt:			
Status:	Discussed with Schneider Electric during a meeting on 10/29/2024. Requested a proposal to evaluate this as an ESCO project. Grant funding is being requested through FEMA related to power loss during Helene storm. Benefit Cost Analysis (BCA) received 10/9/25 indicating project to be cost-effective.						
Job #:	2025018	Job Type:	Internal	Service Area:	Town	Last Updated:	
Job Name:	Bedford Area Fire Training Center - FFMV			Funding/Budget:		9/30/2025	
Engineer:				Funding Source:		Department Contact:	
Contractor:				Design Contract Amt:			
Description:	Proposed FFMV for the training facility.			Construction Contract Amt:			
Status:	Engineering to work with CIP crew to establish easement needed for proposed meter vault. Performing futher field research. Requested. vault quotes. Shops 01 rec'd 9/30/25.						

Current Engineering Projects

Bedford Regional Water Authority

Job #: 2012015	Job Type: Fire Flow Meter	Service Area: Forest	Last updated on: 11/7/2025
Job Name: Jefferson Commons Commercial Lot 1			Department Contact: S Dade & L Cox
Description: Rezoning entrance for Gables of Jefferson Commons - Lot 1.			
Status: TRC 5/24/12. Site Plan 01 rec'd 9/19/12. Site Plan 02 rec'd 11/27/12. Fees & Agmnt rec'd 12/7/12. Site Plan 03 rec'd 1/10/13. Site Plan 03 rec'd 1/15/13 for our records only. FF Test Fee rec'd 1/28/13. Site Plan 04 rec'd 3/26/13. Site Plan 05 rec'd 4/18/13. Rec'd Revised Site Plan from Planning "For Your Records" 8/13/13. Shop Drawings 01 rec'd 3/21/19. Site Plan 06 (slip sheet) rec'd 4/1/24. Comments emailed to Planning & uploaded to Bluebeam 4/2/24. Site/Dsgn 07 rec'd 6/3/2024. Base Review Fee needed 6/3/24. Base Fee rec'd 6/4/24. Comments sent to Consultant 6/7/2024. Site/Dsgn Plan 08 rec'd 8/2/24. Comments sent to Planning 8/8/2024. Site/Dsgn 09 rec'd 8/19/24. Site Plan Approved 8/21/2024. Awaiting Developer Items for C2C. Signed Developer Agmt rec'd 8/23/24. Shop Dwg 01 rec'd 9/5/24. Shop Dwg 02 9/13/24. Bond #B3283867 rec'd 9/13/24. Shop Dwg approved 10/10/24. Awaiting hard copies of shop drawings in order to issue C2C 12/9/24. C2C issued 12/12/24. FFT fee rec'd 12/17/24. Manhole Core completed 2/25/25. FFMV set 3/27/24. FFMV installation complete with testing to follow 6/9/25. Installation complete. Testing of the main and bypass conducted and passed 6/11/2025. Punchlist issued 7/21/2025. As-Built 01 rec'd 10/14/25. Comments Issued 10/14/25. As-Built 02 rec'd 10/16/25. As-Built 03 rec'd 10/30/25. As-built file approved 10/30/2025; digital file and points file approved and uploaded to GIS 11/7/2025. Additional bac-t sample needed; second sample scheduled for week of 11/10/2025. Also waiting for bill of sale to close out project. Warranty Letter rec'd 11/7/25.			
Job #: 2019050	Job Type: Water	Service Area: Forest	Last updated on: 6/9/2025
Job Name: Country Club Meadows Phase 1 Waterline Extension - Design			Department Contact: J Dean
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. Dsgn 05 rec'd 2/3/25 9. Extended Review Fee rec'd 3/21/25. Comments sent to Consultant 3/21/2025. Signed Dev Agmt rec'd 4/9/25. VDOT approved plans; awaiting developer document items.			
Job #: 2020020	Job Type: Water	Service Area: Forest	Last updated on: 7/17/2025
Job Name: Cambridge Manor Phase 1 - Site/Design			Department Contact: J Dean
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".			
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 & Agment 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 Agmnt, Base Fee, Review Fees & Re-Review Fee. Dsgn 03 rec'd 11/30/20 (need Signed Agmnt, Base Fee, Review Fees & Re-Review Fee before review completed/comments released). Review complete & Developer notified 12/31/20 via e-mail of outstandign tems needed prior to release of comments. Base fee, Review fees & Re-review fee rec'd 2/2/21; Agmnt rec'd via e-mail 2/17/21 & Review 03 comments issued 2/19/21. Dsgn 04 rec'd 3/16/21 (need Re-review fee) 3/16/21. Dsgn 04 review complete (4/19) and notified Developer need Original signed Agmnt & re-review fees prior to release of comments. Water Calcs 01 comments issued 4/28/21. Re-review fee rec'd 5/4/21. Signed Dev Agmt rec;d 5/6/21, DSGN 04 Comments released 5/17/21. Approval recinded due to length of time. Dsgn 06 rec'd 7/3/25 Comments sent to Planning (Planning to withhold until fee is rec'd) 7/15/2025. Extended Review Fee rec'd 7/17/25 & Comments Issued,.			
Job #: 2020107	Job Type: Water & Sewer	Service Area: Forest	Last updated on: 9/4/2025
Job Name: Boonsboro Meadows Section 5 Roadway & Water - Design			Department Contact: T Hale
Description: Proposed Section 5 (Proposed 16 Lots). Consisting of Water and LPFM. Wild Doe Drive			
Status: Dsgn 01 rec'd 9/28/20. Comments & Dev Pkg issued 10/26/20. Need \$400 Base Fee, Review Fees and Agmnt w/ 2nd submittal. Base Review fee rec'd 11/5/20. Design 02 rec'd 10/6/21. Review fee & Signed Developer Agmt rec'd 10/7/21. Dsgn 02 and Water Calcs 02 Review Comments issued 10/15/21. Sewer FM Calcs 01 Comments issued 10/20/21. Re-review fee rec'd 11/22/21 (forthcoming 3rd submittal). Dsgn 03 rec'd 12/15/21. Plan review comments issued to Planning and Engineer notified 12/30/21. Water Calcs Submittal 03 Reviewed and comments issued 1/3/22. Sewer FM Calcs Submittal 02 review complete & comments issued. Dsgn 04 (need \$200.00 re-review fee & Water Calcs 04 rec'd 5/24/22. Re-review Fee rec'd 6/29/22.). Dsgn 05 rec'd 12/22/22. Comments sent 1/22/2023 Dsgn 06 rec'd 10/23/2023 (Need Extended Plan Review Fee). Extended Plan Review Fee rec'd 10/25/23. Comments sent to planning on 11/06/2023. Revised developer package sent to Earl Dickerson on 12/7/2023. Dsgn 07 rec'd 3/25/24. Extended Plan Review Fee rec'd 3/27/24. Comments 07 sent to planning 4/5/2024. Dsgn 08 rec'd 5/5/25. Extended Review Fee rec'd 5/12/25. Comments 08 sent to planning 5/16/2025. Dsgn 09 rec'd 8/18/25. Extended Review Fee rec'd 8/29/25. Comments 09 sent to planning 09/04/2025.			

Job #: 2021018	Job Type: Site Plan w/ Existing Utilities	Service Area: Smith Mountain Lake	Last updated on: 7/31/2024
Job Name: Eastlake Community Church Sport - Site Plan			Department Contact: J Dean
Description: Proposed construction of 2 baseball fields and one track and field with associated grading, utilities, landscaping & stormwater management.			
Status: TRC 2/23/21. Concept 01 rec'd 2/17/21. Comments 01 emailed to Planning & Surveyor 2/22/21. Site Plan 01 rec'd 6/21/21. Comments 01 emailed to Planning 6/25/21. Site Plan 02 rec'd 9/14/21. Comments 02 emailed to Planning 9/21/21. Site Plan 03 rec'd 12/29/22. Comments 03 emailed to Planning 3/21/23. Site Plan 04 rec'd 5/22/23 (need \$200.00 re-review fee). Approval emailed to Planning 6/14/23. Extended re-review fee rec'd 6/14/23. Approval rec'd Site Plan 05 rec'd (Need Extended Review Fee) 7/22/24. Comments Completed, waiting on fees 7/31/2024.			
Job #: 2021024	Job Type: Internal	Service Area: Central	Last updated on: 5/9/2025
Job Name: Big Otter Well Abandonments			Department Contact: J Dean \ R English
Description: Abandonment of wells formerly used as part of the Central water system, located behind sewer pump station 6 and within the property boundaries of 4920 Peaks Road.			
Status: Bob met with property owner of 4920 Peaks Rd, Rita Ragland, who requested consideration be made to abandon or maintain the well sites within her property. Information gathered on existing easements for the wells and raw waterlines. 5/9/25: Per Consolidation Agreement, unused property is to be returned to the Town of Bedford for their use or disposal.			
Job #: 2021114	Job Type: Internal	Service Area: Countywide	Last updated on:
Job Name: Program for Low Water Pressure Customers			Department Contact: R English
Description: Establishing program or policy for addressing customers with pressures at the water meter that are regularly or intermittently less than 20 psi.			
Status:			
Job #: 2022095	Job Type: Water & Sewer	Service Area: Forset	Last updated on: 8/21/2025
Job Name: Corporate Park Drive Townhomes - Design			Department Contact: J Dean
Description: Proposed 40 unit townhome development.			
Status: TRC 11/9/22. Concept 01 rec'd 11/2/22. Comments issued 11/9/22. Dsgn 01 rec'd 11/3/23 (Need Base Review Fee), Base Review Fee rec'd 11/6/23. Comments sent to Planning 11/17/2023. Dsgn 02, Water & Sewer Calculations 01 rec'd 3/19/24. Comments sent to Planning 4/2/2024. Dsgn 03 rec'd 4/8/25. Extended Review fee rec'd 4/8/2025. Comments sent to Planning 4/21/2025. Dsgn 04 rec'd 8/1/25. Extended Review Fee rec'd 8/4/25. Awaiting Constructibility Review 8/13/2025. Sent Comments to CP 8/21/2025.			
Job #: 2023087	Job Type: Water & Sewer	Service Area: New London	Last updated on: 8/29/2025
Job Name: New London Commercial Development - Design			Department Contact: S Taylor
Description: Proposed public water & sewer extension.			
Status: Dsgn 01 rec'd 10/6/23. \$400.00 Base Review Fee rec'd 10/16/23. Dev Pkg & Comments 01 mailed to Developer & emailed to Engineer 12/1/23. Dsgn 02 rec'd 5/29/2024. Review Fees rec'd 5/30/24. Comments sent to Consultant 6/3/2024. Developer Agmt sent out 6/5/24. Dsgn 03 rec'd (Extended Review Fee needed) 9/13/24. Extended Review Fee & FFT Fee rec'd 9/17/24. Comments prepared, waiting for FF test and subs. Design calculations 09/23/2024. Dsgn 03 rec'd with resubmittal forthcoming 9/27/24. Dsgn 03 rec'd 8/29/25 (recinded).			
Job #: 2023102	Job Type: Water & Sewer	Service Area: Forest	Last updated on: 8/18/2025
Job Name: 17605 Forest Road Multi-Family - Site/Design			Department Contact: T Hale
Description: Proposed Townhomes (54 Units).			
Status: TRC 12/5/23. Concept 01 rec'd 12/1/23. Comments to sent to planning and addressed at TRC. Site/Dsgn 01 & Base Fee rec'd 7/23/25. Comments 01 sent to planning 8/18/2025.			
Job #: 2024016.2	Job Type: Water & Sewer	Service Area: Town	Last updated on: 9/8/2025
Job Name: Eastyn Crossing Phase 2 - Design			Department Contact: S Dade & L Cox
Description: Proposed 124 lot subdivision.			
Project is phased - referenced 2024-016.1 for Phase 1 and 2024-016.2 for Phase 2.			
Status: Review & inspection Fees rec'd 9/3/24. Dsgn 01 rec'd 6/17/25. Base fee rec'd 6/20/25. Signed Dev Agmt rec'd 6/24/25. Comments sent to Dev 6/27/2025. Bond #41K237862 rec'd & C2C Issued 7/29/25. C2C issued. Sanitary sewer testing complete.			

Job #: 2024027	Job Type: Water & Sewer	Service Area: Town of Bedford	Last updated on: 9/22/2025
Job Name: Harmony Mixed Use Residential - Design			Department Contact: T Hale
Description: Proposed mixed residential development; single family homes, townhomes & patio homes.			
Status: Dsgn 01 rec'd 2/20/24 (Need Base Review Fee). Base Review Fee rec'd 2/21/24. Comments sent to engineering and planning on 2/28/2024. Dsgn 02 rec'd 6/13/24. Comments sent to planning and engineer 6/26/2024. Extended Review Fee rec'd for forthcoming 3rd submittal (recinded). Dsgn 03 rec'd 11/6/24. Dsgn 03 rec'd 12/17/24. Comments sent to Engineer 12/31/2024. Dsgn 04 rec'd 1/28/25 Extended Review Fee 1/30/25. Comments 04 sent to Norm and planning on 2/1/2025. Meeting held with developer and engineer on the projects design 4/9/25. Dsgn 05 rec'd 7/30/25. Extended Review Fee rec'd 8/4/25. Comments sent to planning on 8/13/2025. Dsgn 06. Comments 06 sent to planning and on 9/22/2025.			
Job #: 2024045	Job Type: Site Plan w/ Existing Utilities	Service Area: Forest	Last updated on: 10/23/2025
Job Name: Parkland Direct Rear Expansion - Site Plan			Department Contact: J Dean
Description: Proposed 36,750 sqft building addition.			
Status: Site Plan 01 rec'd 4/9/24. Comments sent 4/10/24. Site Plan 02 rec'd 6/4/24. Comments sent to Planning 6/5/2024. Site Plan 03 & Extended Review Fee rec'd 6/20/2024. Comments sent to Planning 6/26/2024. Extended Review Fee rec'd for forthcoming 4th submittal 8/14/24. Site Plan 04 rec'd 8/20/24. Approval Comment sent to Planning 8/23/2024. FFT fee rec'd 9/25/24. Site Plan 05 (Need Extended Review Fee) 11/1/2024. Extended Review Fee rec'd 11/4/24. Comments sent to Planning 11/12/2024. Site Plan 06 rec'd 12/2/24 (Extended Review Fee Needed). Extended Review Fee rec'd 12/6/24. Slip Sheet rec'd 12/17/24. Site Plan Approved 12/19/2024. Approval recinded, Site Plan 07 rec'd 5/7/25 Extended Review Fee rec'd 9/8/25. Site Plan 08 rec'd 9/8/25. Extended Review Fee rec'd 10/16/25. Site Plan 09 rec'd 10/8/25 Extended Review Fee rec'd 10/15/25. Comments sent to Planning 10/23/2025.			
Job #: 2024058	Job Type: Fire Flow Meter	Service Area: Town	Last updated on: 11/7/2025
Job Name: D-Day Hotel - Design			Department Contact: S Dade & L Cox
Description: Proposed Hampton Inn Hotel.			
Status: FFT fee rec'd 4/29/24. Town TRC 5/9/24. Concept 01 rec'd 5/2/24. Delivered and discussed comments at TRC on 5/9/2024. FFT Fee rec'd 5/14/24. Dsgn 01 rec'd 6/13/24; Need Base Fee. Base Fee & Partial Review/Inspection fee rec'd 6/25/24. Comments and Developer Packet sent to Engineer and Developer 6/25/2024. Dsgn 02 rec'd 7/31/24. Comments sent to Engineer and Planning 8/2/2024. Dsgn 03 rec'd. Slip sheet received 8/20/24. Plan is ready for approval, waiting on signed developer agreement and project review fee to release approval. Review & Inspection Fees rec'd 9/16/24. Signed Developer Agmt rec'd 9/26/24. Hard copies of approved plans received 2/6/24. Awaiting revised design plans for changed vault location. Dsgn 05 rec'd 5/20/25. Extended Review Fee rec'd 5/21/25. Comments 05 sent to planning and engineer 5/28/2025. Dsgn 06 rec'd 7/21/25. Comments sent to Engineer 7/23/2025. Dsgn 07 rec'd 7/23/25. Extended Review Fee rec'd 7/29/25. ESMT #250006319 recorded 7/30/25. Comments 07 sent to engineer and developer 2025/07/31. Shop Dwg 01 rec'd 9/12/25. Shop Dwg 02 rec'd 9/19/25. Bond #3002272 rec'd 9/19/25. Shop Dwg 03 rec'd 9/24/25. Shop Dwg 04 rec'd 10/7/25. Shop Dwg approved 10/9/25. C2C issued 10/14/25. Work postponed until a date that the elementary school will not be disrupted. Work may need to be completed on a weekend.			
Job #: 2024071	Job Type: Sewer	Service Area: Forest	Last updated on: 8/26/2025
Job Name: BRAAC Sewer Extension - Design			Department Contact: S Dade
Description: Proposed public sanitary sewer extension.			
Status: Dsgn 01 rec'd 6/21/24 Base Fee Needed. Base Fee rec'd 7/9/24. Comments sent to planning, CTC form and developer packet sent to Engineer 7/10/2024. Dsgn 02 rec'd 8/12/24. Dsgn 03 rec'd 9/24/24. Approval comment sent to Kyle Mitchell on 9/26/2024. Easement Agreement and DEQ application sent to Kyle Mitchell on 10/1/2024. Shop Dwg 01 rec'd 1/31/25. Developer Agmt, Review & Inspection Fees rec'd 1/31/25. ESMT #250000809 recorded 2/3/25. Shop Dwg 02 rec'd 2/20/25. Shop Dwg 03 rec'd 2/25/25. Shop Dwg Approved 2/26/25. Awaiting surety prior to issuance of the C2C. Bond #800193286 rec'd 5/28/25. C2C issued 5/29/2025. As-Built 01 rec'd 8/4/25. Comments issued 8/7/25. As-Built 02 rec'd 8/19/25. As-Built comments issued 8/26/25. As-Built 03 rec'd 8/26/25.			
Job #: 2024075	Job Type: Water & Sewer	Service Area: Central	Last updated on: 10/23/2025
Job Name: Governor's Hill Section 3 - Design			Department Contact: S Taylor
Description: Proposed 178 single family lot subdivision.			
Status: Town TRC 7/17/24. Concept 01 rec'd 7/10/24. Comments presented at Town Meeting 7/17/2024. TRC 1/15/25. Concept 02 rec'd 1/14/25. Attended TRC on 1/15/2025. Emailed comments to planning and presented comments to engineer at TRC on 1/15/2025. Base Fee rec'd 10/10/25. Dsgn 03 rec'd 10/14/25. Comments routed to consultant 10/23/2025			

Job #: 2024092	Job Type: Water & Sewer	Service Area: New London	Last updated on: 11/7/2025
Job Name: The Links at New London Phase 1 - Site/Design			Department Contact: S Dade
Description: Proposed 58 townhome development.			
Status: Site/Dsgn 01 rec'd 8/27/24 (Need Base Fee), Base Fee rec'd 9/26/24. Comments sent to Planning 9/27/2024. Site/Design 02 rec'd 1/23/25. Comments sent to Planning 2/6/2025. Dsgn 03 rec'd 4/24/25. Extended Review Fee rec'd 4/28/25. Dsgn 04 comments routed to CP 05/01/2025. Review & Inspection Fees rec'd 5/9/25. Shop Dwg 01 rec'd 6/18/25. Signed Dev Agmt rec'd 6/24/25. Dsgn 04 rec'd 6/26/25. Extended Review Fee & Bond #CIC1963513 rec'd 6/27/25. Dsgn 04 comments routed to CP 07/08/2025. Shop Dwg 03 rec'd 7/15/25. Shop Dwg approved 7/21/25. Dsgn 05 rec'd 7/25/25. C2C Issued (sewer only) 7/30/25. C2C Issued (water only) 9/8/25. Sewer installation complete; testing 80% complete. Waterline installation continue. Water is being hauled to the site for waterline testing of completed main.			
Job #: 2024098	Job Type: Site Plan w/Proposed Utilities	Service Area: Forest	Last updated on: 11/7/2025
Job Name: Terry Volkswagon Dealership - Site/Design			Department Contact: S Dade & L Cox
Description: Proposed Terry VW Dealership.			
Status: TRC 9/10/24. Concept 01 rec'd 9/6/24. Met with county planning, routed comments to appropriate channels 09/10/2024. Site/Dsgn 01 rec'd 11/14/24 . Base Fee rec'd 11/15/24. Review Comments routed 12/2/24. Dev Packet Issued 1/23/25. Developer Agreement, Review & Inspection Fees rec'd 1/29/25. Site/Dsgn 02 rec'd 2/14/25. Site/design comments 02 routed to CP 02/27/2025. Site/Dsgn 03 rec'd and approved 4/8/25. Signed DEQ CTC rec'd 4/10/25. Bond #S342780 rec'd 4/14/25. VDOT LUP #216-128179 rec'd 4/25/25. Awaiting shop drawings and hard copy plans 05/05/2025. Shop Dwg 01 rec'd 5/6/25. Shop Dwg 02 rec'd 6/24/25. Shop Dwg 03 rec'd 7/15/25. Shop Dwg Approved 7/23/25. C2C Issued 7/29/25. Preconstruction meeting held 9/2/2025. Two inch meter installed as designed. Verizon utility being relocated due to conflict with sewer design. Sanitary sewer installation to begin the week of 11/10/2025.			
Job #: 2024104	Job Type: Water	Service Area: Forest	Last updated on: 9/5/2025
Job Name: Talbots Crossing Phase 1 - Design			Department Contact: S Dade & L Cox
Description: Proposed waterline extension.			
Status: Dsgn 01& Base Review Fee rec'd 9/19/24. Comments sent to Engineer on 10/26/2024. Dsgn 02 rec'd 12/2/24. Comments routed to base engineer 12/10/2024. Dsgn 03 rec'd 12/20/24. Extended Review Fee rec'd 1/2/25. Calculations reviewed and approved, design plan comments 03 sent to CP 01/02/2025. Dev Packet Issued 01/09/2025. Dsgn 04 rec'd 1/14/25. Waterline design submittal 04 comments routed to engineers & CP 01/16/2024. Dsgn 05 rec'd 2/20/25. Extended Review Fee rec'd 2/26/25. Review 05 approved, waiting for plat. Review comments routed to consultant 02/26/2025. Shop Dwg 01 rec'd 4/8/25. Shop Dwg rec'd 4/17/25. Shop Dwg approved 4/18/25. Review & Inspection Fees, Developer Agmt & Bond #101447453 rec'd 5/28/25. C2C Issued 6/25/25. Work began in August, but due to rock work stopped and a blasting crew was hired to blast rock. Stop work order placed on jobsite by Bedford Natural Resources.			
Job #: 2024110	Job Type: Site Plan w/Proposed Utilities	Service Area: Huddleston	Last updated on: 10/31/2025
Job Name: Mariners Landing Residential Development - Design			Department Contact: S Taylor
Description: Proposed 19 lot residential subdivision.			
Status: TRC 10/8/24. Concept 01 rec'd 10/2/24. Review completed, meeting notes routed to County CP 10/08/2024. Site/Dsgn 01 Rec'd 04/10/2025. Base Fee Req'd 04/10/2025. Base Fee rec'd 4/21/25. Comments 01 routed to CP. Site/Dsgn 02 , Water & Sewer Calcs rec'd 8/4/25. Dsgn 02, calc, plat 02 comments routed to CP 08/13/2025. Dsgn 03 rec'd 10/20/25 . Extended Review Fee rec'd 10/29/25. Comments 03 routed to CP 10/31/2025			
Job #: 2024129	Job Type: Internal	Service Area: Bedford Central	Last updated on: 3/7/2025
Job Name: Town of Bedford Performance Bond Policy			Department Contact: R English
Description: Bonding policy for the Town of Bedford related to developments.			
Status: Bonding policy received through legal counsel on 12/3/24 that incorporates the Authority and County into the Town's development bonding process and agreements. Process provides greater restrictions on developers than BRWA's current processes. Meeting held with Mary Zirkle & Jordan Mitchell to discuss. BRWA does not have surety authority under subdivision infrastructure bonding, but does have authority for the developer agreement surety processes in place. 1/13/25: Per legal counsel discussion, Town will designate BRWA as an agent for bonds in their bonding policy. Awaiting final policy.			
Job #: 2025004	Job Type: Water & Sewer	Service Area: Forest	Last updated on: 10/8/2025
Job Name: Boonsboro Meadows Section 6 - Design			Department Contact: T Hale
Description:			
Status: Design 01 rec'd 12/31/2024. Base Review fee rec'd 1/8/25. Comments 01 sent to planning 1/29/2025. Section 6 & 7 voided; project has been phased. Dsgn 01 rec'd 10/6/25. Comments 01 sent to planning 10/8/25.			

Job #: 2025007	Job Type: Water & Sewer	Service Area: Forest	Last updated on: 10/22/2025
Job Name: Readmore Landing Development - Design			Department Contact: J Dean
Description: Proposed water and sewer extension to serve 86 lot subdivision,			
Status: Dsgn 01 rec'd 1/15/24. Base Fee rec'd 1/21/25. Comments sent to Planning 2/13/2025. Dsgn 02 rec'd 6/25/25. Comments sent to Planning 7/8/2025. Dev Agmt, Review & Inspection Fees, Extended review fee for forthcoming submittal rec'd 8/14/25. Dsgn 03 rec'd 9/29/25. Comments sent to planning 10/22/25.			
Job #: 2025009	Job Type: Sewer	Service Area: Forest	Last updated on: 10/28/2025
Job Name: Sundance Design Townhomes - Site/Design			Department Contact: S Taylor
Description: Proposed 7 townhomes and public sewer extension.			
Status: Site/Dsgn 01 rec'd 1/16/25. Base Fee rec'd 1/31/25. Comments routed to CP 02/03/2025. Site/Dsgn 02 rec'd 3/24/25. Dsgn/site/calc comments to CP 03/28/2025. Site/Dsgn 03 rec'd. Extended Review Fee rec'd for forthcoming 3rd submittal. Dsgn 03 rec'd 8/26/25. Dsgn 03 comments routed to CP 08/28/2025. Bond #S342784 rec'd 10/7/25. Dsgn 03 rec'd 10/23/25. Dsgn 03 rec'd 10/23/2025. Dsgn 03 apprd 10/28/2025			
Job #: 2025023	Job Type: Internal	Service Area: Forest	Last updated on: 4/4/2025
Job Name: Forest Flow Testing			Department Contact: Ward / Dade
Description: Flow testing to verify improvements from air release valve replacements.			
Status: Initial baseline testing completed prior to and during initial air release valve (ARV) replacements. Will retest areas after more replacements are completed.			
Job #: 2025027	Job Type: Site Plan w/ Existing Utilities	Service Area: Forest	Last updated on: 8/5/2025
Job Name: Forest Baptist Building Addition - Site Plan			Department Contact: S Taylor
Description: Proposed parking lot.			
Status: TRC 3/24/25. Concept 01 rec'd 3/20/25. Comments presented at TRC on 3/25/2025. Comments routed to planning after TRC. Site Plan 01 rec'd 8/1/25. SP comments 01 routed to CP 08/05/2025			
Job #: 2025043	Job Type: Fire Flow Meter	Service Area: Moneta	Last updated on: 10/7/2025
Job Name: Moneta Tractor Supply - Site/Design			Department Contact: S Taylor
Description: Proposed Tractor Supply with public sewer extension and FFMV. Reference 2025-043.1 for sewer COC purposes.			
Status: TRC 5/13/25. Concept 01 rec'd 5/7/25. TRC attended, possible sewer extension, FFMV 05/13/2025. Dsgn 01 rec'd 9/12/25. Base Fee rec'd 9/19/25. Comments 02 routed to CP 10/07/2025			
Job #: 2025047	Job Type: Water & Sewer	Service Area: Moneta	Last updated on: 10/29/2025
Job Name: Bridgewater Bay Villas Roadway Improvements - Design			Department Contact: S Taylor
Description: Proposed roadway improvements for forthcoming Villas at Bridgewater Bay.			
Status: Dsgn 01 rec'd 6/4/25. Dsgn 01 Comments routed to CP 06/13/2025. Dsgn 02 rec'd 10/29/25.			
Job #: 2025053	Job Type: Site Plan w/ Existing Utilities	Service Area: Bedford	Last updated on: 7/3/2025
Job Name: Stoney Creek Campground - Site Plan			Department Contact: T Hale
Description: Proposed campground.			
Status: Site Plan 01 rec'd 6/26/25. Comments 01 and connection quotes sent to planning 07/03/2025.			
Job #: 2025054	Job Type: Water	Service Area: Montvale	Last updated on: 8/8/2025
Job Name: Montvale Water Company Transfer			Department Contact: B Key
Description: Ownership transfer from the Montvale Water Company to the BRWA			
Status: Bob Karnes and Betty visited the BRWA's office on 6/26/25 to start the process of ownership transfer. Letter of Intent to transfer executed on 7/3/25. VDH funding approval received 7/23 for up to \$200k reimbursement for work during the transition. Repairs, well operation, and locating services being performed and isolation valves added to reduce outage areas during repairs. Materials of poor quality, with some non-pressure materials found (Sch 30). Information sent to USDA 7/29 regarding transfer of debt service.			

Job #: 2025059	Job Type: Site Plan w/ Existing Utilities	Service Area: Forest	Last updated on: 7/28/2025
Job Name: River Technologies Addition - Site Plan			Department Contact: S Taylor
Description: Proposed 30x40 commercial accessory structure.			
Status: Site Plan 01 rec'd 7/25/25. Comments 01 routed to CP 07/28/2025			
Job #: 2025060	Job Type: Site Plan w/ Existing Utilities	Service Area: Moneta	Last updated on: 8/6/2025
Job Name: 14807 Moneta Road Suite J&K COU - Site Plan			Department Contact: T Hale
Description: Proposed change of use from coffee shop to doctors office.			
Status: Site Plan 01 rec'd 7/25/25. Comments 01 sent to planning on 8/6/2025.			
Job #: 2025067	Job Type: Site Plan w/ Existing Utilities	Service Area: Goode	Last updated on: 9/23/2025
Job Name: Design Center Commercial Building - Site Plan			Department Contact: T Hale
Description: Proposed new commercial building and parking lot improvements,			
Status: TRC 8/12/25. Concept 01 rec'd 8/11/25. Concept comments presented are TRC and sent to planning 8/12/2025. Site Plan 01 rec'd 9/12/25. Comments 01 sent to planning 9/23/2025.			
Job #: 2025076	Job Type: Site Plan w/ Proposed Utilities	Service Area: Montvale	Last updated on: 10/2/2025
Job Name: Colonial Fort Flex Space - Site Plan			Department Contact: S Taylor
Description: Proposed New Warehouse 12,000 square feet (Warehouse and Distribution use)			
Status: TRC 8/26/25. Concept 01 rec'd 8/20/25. Comments routed to CP, meeting attended 08/26/2025 Site Plan 01 rec'd 9/24/25. Comments 01 & waiver routed to CP 10/02/2025			
Job #: 2025079	Job Type: Preliminary Plan	Service Area: Lynchburg	Last updated on: 10/30/2025
Job Name: Stables on Coffee 2, 3 & 4 - Master Plan			Department Contact: J Dean
Description: Proposed master plan for phases 2, 3 & 4.			
Status: Prelim Plan rec'd 9/3/25. TRC 9/30/25. Revised 02 Prelim Plan rec'd 10/29/2025. Comments sent to Planning 10/30/2025.			
Job #: 2025083	Job Type: Water	Service Area: Forest	Last updated on: 11/7/2025
Job Name: EDA New London Meade Road Waterline Extension - Design			Department Contact: S Dade & L Cox
Description: Proposed waterline extension.			
Status: Dsgn 01 rec'd 9/15/25. Base Fee rec'd 9/18/25. Comments 01 routed to CP 09/18/2025. Shop Dwg 02 rec'd 8/19/25. FFT rec'd 9/25/25. Shop Dwg approved 9/25/25. Signed Dev Agmt rec'd 9/26/25. Dsgn 02 rec'd 9/26/25. Dsgn comments 02 routed and exhibit apprvd & Esmt #250008452 recorded 10/01/25. Slip sheets approved 10/06/2025. Review & Inspection Fees rec'd 10/6/25. C2C Issued 10/14/2025. Construction began and 140 feet into construction the Contractor pulled an unmarked electrical line in front of substation. Southside Electric to make repairs. The crew began installing the 12" waterline installation 100 feet from damaged utility and has completed the waterline installation to the end of the project. The crew will return to the area of the damaged utility the week of 11/10/2025.			
Job #: 2025090	Job Type: Water & Sewer	Service Area: Town	Last updated on: 10/8/2025
Job Name: Harvest at Bedford Subdivision - Design			Department Contact: J Dean
Description: Proposed residential subdivision.			
Status: Dsgn 01 rec'd 9/25/25. Base Fee rec'd 9/26/25. Comments sent to Town & Consultant 10/8/2025			
Job #: 2025092	Job Type: Fire Flow Meter	Service Area: Forest	Last updated on: 10/10/2025
Job Name: Ivy Hills Golf Club - FFMV			Department Contact: T Hale
Description: Proposed FFMV.			
Status: Dsgn 01 rec'd 9/29/25. Base Fee rec'd 9/30/25. Comments 01 sent to engineer 10/10/2025.			

Job #: 2025095	Job Type: Preliminary Plan	Service Area: Forest	Last updated on:
Job Name: 17605 Forest Road Multi-Family - Preliminary			10/28/2025
Description: Proposed 54 unit townhomes.			Department Contact:
			T Hale

Status: Prelim 01 rec'd 10/16/25. TRC 10/28/25.Comments presented in TRC meeting 10/28/2025; Sewer calcs sent to Jamie White for neighboring lot.

Developer Dedications Fiscal Year 2025-2026

Project	Project Type	Developer	Water		Sewer		Date Put Into Service
			Project Cost Ledger Acct 1500-1000	PipeLength	Project Cost Ledger Acct 1700-0016	Pipe Length	
2024016.1 Eastyn Crossing Phase 1 - Design	Water & Sewer	DBI Capital Group, LLC 828 Main Street, 15th floor Lynchburg, VA 24504	\$363,214.97	2837 lf	\$370,050.85	2830 lf	9/29/2025
2019069 Impact Church Rezoning - Site/Design	Water & Sewer	Impact Church Forest, Inc Attn: Brad Bell 14803 Forest Road #325 Forest, VA 24551	\$10,000.00	0 lf	\$60,000.00	183 lf	11/5/2025

Total Value Waterline Dedications:	\$373,214.97
Total Length Water Pipe:	2837 lf
Total Value Sewer Line Dedications:	\$430,050.85
Total Length Sewer Pipe:	3013 lf
Total Value of Dedications:	\$803,265.82

EXECUTIVE DIRECTOR'S REPORT



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: Brian M. Key – Executive Director
Date: November 10, 2025
Re: Resolution 2025-11.01 – Montvale Water Debt

Enclosed, for your consideration, is the above referenced resolution.



RESOLUTION
2025-11.01
Montvale Water Debt

At a regular meeting of the Bedford Regional Water Authority ("Authority") Board of Directors ("Board"), held in the Board Meeting Room at the Authority's Administrative Annex Building on the 18th day of November 2025, beginning at 7:00pm:

WHEREAS, the Authority signed a Letter of Intent ("Intent") dated July 3, 2025 to provide interim assistance to the Montvale Water Incorporated ("MWI") until such time as an agreement was prepared and ready for execution; and,

WHEREAS, on August 19, 2025 the Board approved Resolution 2025-08.02 authorizing the Executive Director to execute a transfer agreement ("Agreement") with MWI and/or their successors and/or trustees to assume ownership and operational maintenance responsibility for the water system serving the Montvale community; and,

WHEREAS, during the preparation of the Agreement, it was determined that the best option for absolving the debt incurred by MWI to the United States Department of Agriculture – Rural Development ("USDA-RD") would be to pay-off the entire USDA-RD debt in a lump sum upon the closing of the Agreement, and that this option was presented to the Board at the October 21, 2025 Board meeting and that the Board approved in concept with this direction; now,

THEREFORE, BE IT RESOLVED, that the Agreement attached hereto as Exhibit A is hereby approved for execution by the Executive Director and is authorized by the Board, subject to such edits and revisions as may be advised by the Authority's legal counsel; and,

BE IT FURTHER RESOLVED, that the Board of the Authority hereby authorizes the appropriation of Authority funds in an amount not expected to exceed \$496,000 (the "Purchase Price") to pay the Purchase Price to MWI pursuant to the Agreement, with it being understood and required by the Agreement that said Purchase Price be used by MWI to pay off MWI's USDA-RD debt and release the deed of trust on MWI's real property securing the USDA-RD debt upon the closing of the transaction contemplated by the Agreement.

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 **November 18, 2025** 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

Exhibit A
to
Resolution 2025-11.01

UTILITY ASSET PURCHASE AGREEMENT
(SELLER Water System Assets)

THIS UTILITY ASSET PURCHASE AGREEMENT (“Agreement”) is made and entered into as of the last date of execution below (the “Effective Date”) by and between the **BEDFORD REGIONAL WATER AUTHORITY**, a public body politic and corporate of the Commonwealth of Virginia (“BRWA”) and **MONTVALE WATER INCORPORATED** (“SELLER”) and sets forth the terms and conditions by which BRWA shall acquire certain assets of SELLER used in SELLER’s operation of a water system. In this Agreement, BRWA and SELLER are individually referred to as a “Party” and collectively as the “Parties.”

W I T N E S S E T H:

WHEREAS, SELLER owns and operates assets and properties constituting a water system located in Bedford County, Virginia known as the “SELLER Water System” generally consisting of a water treatment plant, water storage tank; a water distribution system and related appurtenances; and related real property and real property rights (collectively, the “SELLER Water System”);

WHEREAS, BRWA desires to purchase from SELLER, and SELLER desires to sell and convey to BRWA, certain assets comprising the SELLER Water System upon the terms and conditions set forth in this Agreement; and

WHEREAS, without limiting the generality of the foregoing, pursuant to the terms of this Agreement and in accordance with Virginia Code § 56-56-88.1, the Parties desire that, except to the extent included in the Excluded Assets (as hereinafter defined), SELLER transfer to BRWA the assets, real property rights and water utility service rights held by SELLER comprising the SELLER Water System;

NOW, THEREFORE, in consideration of the mutual covenants, conditions, representations and agreements contained herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE I
DEFINITIONS AND CONSTRUCTION SECTION

As used in this Agreement, the following terms shall have the meanings as defined herein unless the context requires otherwise:

“**Assets**” has the meaning set forth in Section 2.02 hereof.

“**Assumed Liabilities**” shall have the meaning set forth in Section 2.06(2).

“**Availability Charges**” means charges levied against properties for the availability of the SELLER Water System to service the relevant property prior to establishing a Connection.

“**Closing**” means the closing of the transactions contemplated by this Agreement, specifically including the execution and delivery of all documents transferring ownership of the Assets to BRWA and the performance of all acts necessary to complete such execution and delivery.

“**Connection**” means a physical water connection for a customer within the SELLER Service Area.

“**Connection Charges**” means charges levied for new Connections to the SELLER Water System.

“Contracts” means contracts, licenses, leases and agreements utilized by SELLER in connection with its ownership and operation of the SELLER Water System and other similar arrangements and rights thereunder.

“Customer Deposits” means all customer water deposits for the SELLER Water System in the possession of SELLER as of Closing. A current listing of all customers and said Customer Deposits is attached hereto as **Exhibit “B”**. Said list shall be updated at Closing to reflect additions and subtractions from said listing from the Effective Date until the Closing Date.

“DEQ” means the Virginia Department of Environmental Quality.

“Distribution System” means the water distribution system assets owned by SELLER (including all distribution lines and related facilities, equipment and appurtenances) owned and operated by SELLER to collect water generated by SELLER’s water customers and to transport such water to the Plant for treatment and disposal. The Distribution System is more particularly described in **Exhibit “A”** attached hereto.

“Easements” means all easements utilized in connection with the operation of the SELLER Water System or in which any SELLER Water System facilities are located, including but not limited to those easements set forth in **Exhibit “C”**.

“Encumbrance” shall mean any liens, charges, pledges, options, mortgages, deeds of trust, security interests, claims, restrictions (whether on voting, sale, transfer, disposition or otherwise), licenses, sublicenses, easements and other encumbrances of every type and description, whether imposed by Law, agreement, understanding or otherwise.

“Environmental, Health and Safety Laws” shall mean all Laws concerning pollution or protection of the environment, public health and safety, including laws relating to emissions, discharges, releases or threatened releases of pollutants, contaminants or chemical, industrial, hazardous or toxic materials or waste into ambient air, surface water, ground water or lands or otherwise, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (“**CERCLA**”), the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Emergency Planning and Community Right to Know Act of 1986, the Clean Air Act, the Clean Water Act, the Toxic Substances Control Act, the Hazardous Materials Transportation Act, the Federal Insecticide, Fungicide and Rodenticide Act, the Federal Safe Drinking Water Act, the Radon and Indoor Air Quality Research Act of 1986 and the Occupational Safety and Health Act, as all such Laws or acts have been amended, and any federal, state, and local regulations promulgated pursuant to all such Laws.

“Excluded Assets” shall have the meaning set forth in **Section 2.03**.

“Excluded Liabilities” shall have the meaning set forth in **Section 2.04(C)**.

“Fee Parcels” means all fee simple real property in which any portion of the SELLER Water System is located, including the Plant Site and any other fee parcels listed in **Exhibit “D”**.

“Governmental Authorization” means any approval, license, Certificate of Public Convenience and Necessity (“CPCN”), registration or permit issued, granted, given or otherwise made available by or under the authority of any Governmental Authority.

“Governmental Authority” means any government or any agency, bureau, commission, court, authority, department, official, political subdivision, administrative body, tribunal or other instrumentality of any government, whether federal, state or local, domestic or foreign, including DEQ, VDH, and SCC.

“Indebtedness” means, as to SELLER, (a) all obligations of SELLER for borrowed money (including, without limitation, reimbursement and all other obligations with respect to surety bonds, letters

of credit and bankers' acceptances, whether or not matured and including all accrued interest on any borrowed money), (b) all obligations of SELLER evidenced by notes, bonds, debentures or similar instruments, (c) all obligations of SELLER to pay the deferred purchase price of property or services, except trade accounts payable and accrued commercial or trade liabilities arising in the ordinary course of business, (d) all interest rate and currency swaps, caps, collars and similar agreements or hedging devices under which payments are obligated to be made by SELLER, whether periodically or upon the happening of a contingency, (e) all indebtedness created or arising under any conditional sale or other title retention agreement with respect to property acquired by SELLER, (f) all obligations of SELLER under leases that have been or should be, in accordance with GAAP, recorded as capital leases, (g) all indebtedness secured by any lien on any property or asset owned or held by SELLER regardless of whether the indebtedness secured thereby shall have been assumed by SELLER or is non-recourse to the credit of SELLER, (h) all guarantees by SELLER of the indebtedness of any other person, and (i) any obligation of SELLER to pay deferred compensation to any current or future employee of SELLER. Indebtedness shall not include any personal indebtedness of any person or entity other than SELLER, except to the extent such indebtedness is secured by the Assets.

"Law" or **"Laws"** shall mean any law, rule, regulation, code, plan, injunction, judgment, order, decree, ruling, charge or ordinance of any Governmental Authority, all of the foregoing as now or hereafter in effect.

"Permits" means any and all permits issued by DEQ and/or VDH, as applicable, for the operation of the SELLER Water System.

"Permitted Encumbrances" shall have the meaning set forth in Section 3.06.

"Personal Property" means the tangible personal property that is used by SELLER in operation of the SELLER Water System, including but not limited to the personal property identified on Exhibit "E".

"Plant" means the water treatment plant facilities and related appurtenances are authorized under the Permits for the treatment, as generally described in Exhibit "A".

"Plant Site" means the real property on which the Plant is located, as more particularly identified in Exhibit "F".

"SCC" means the State Corporation Commission of the Commonwealth of Virginia.

"SCC Application" means the application and Petition filed with the SCC for transfer of the SELLER Water System from SELLER to BRWA pursuant to Virginia Code Title 56 Chapters 4, 5 and/or 10.1, as applicable

"Purchase Price" shall have the meaning set forth in Section 2.05.

"Real Property" means, collectively, the Fee Parcels and the Easements.

"SELLER Service Area" means the service area(s) identified in Exhibit "G".

"Title Commitment" shall have the meaning set forth in Section 3.02.

"Title Company" means the company identified by BRWA to issue the Title Commitment and Title Policy.

"Title Policy" means an owner policy of title insurance issued by Title Company and insuring, to the satisfaction of BRWA, that BRWA is the owner of the Real Property subject only to the Permitted Encumbrances and the standard printed exceptions, with the exception as to restrictions marked "none of record" (other than those that constitute Permitted Encumbrances), the exception for taxes limited to the year

in which the Closing occurs and subsequent years, and the exception for “parties in possession” deleted and the area and boundary exception modified to read “any shortages in area”.

“VDH” means the Virginia Department of Health.

ARTICLE II PURCHASE AND SALE OF ASSETS

SECTION 2.01. PURCHASE AND SALE COVENANT. Subject to the terms and conditions of this Agreement, BRWA agrees to purchase, and SELLER agrees to sell, transfer, assign and deliver to BRWA, all of the Assets free and clear of all Encumbrances other than the Permitted Encumbrances and the Assumed Liabilities on the Closing Date.

SECTION 2.02. ASSETS. The Assets consist of all rights, title and interest in the SELLER Water System, except for the Excluded Assets, including all (i) Real Property, leaseholds and subleases, improvements, fixtures facilities, facilities, easements, rights-of-way, pipes and lines, the Plant, Distribution System, and appurtenances, wells, storage tanks, pumping facilities, and other facilities, equipment and appurtenances utilized as part of the SELLER Water System including without limitation the real property interests described in Exhibit “C” and Exhibit “D”; (ii) tangible personal property utilized in the SELLER Water System (including, without limitation, all machinery, meters, equipment, inventories and supplies and pumps and controls) and those items identified in Exhibit “E”; (iii) Customer Deposits; (iv) Governmental Authorizations; (v) contracts, licenses, leases and agreements utilized in the SELLER Water System and other similar arrangements and rights thereunder assumed by BRWA; (vi) franchises, approvals, permits, licenses, orders, registrations, variances and similar rights utilized in the SELLER Water System obtained from Governmental Authorities, including the DEQ and SCC, to the extent transferable; (vii) books, ledgers, files, documents, correspondence, lists, maps, drawings, plans, specifications, warranties and plats relating to the SELLER Water System, if in the possession or control of SELLER; and (viii) accounts receivable related to the SELLER Water System. Without limitation to the generality of the foregoing, the Assets include the following:

- (1) the Fee Parcels;
- (2) the Easements;
- (3) the Plant;
- (4) the Distribution System;
- (5) any leaseholds, subleases, right of way utilized for the SELLER Water System;
- (6) the Governmental Authorizations;
- (7) the Personal Property;
- (8) all Customer Deposits held by SELLER at the Closing;
- (9) the Contracts identified in Schedule 2.02(9); and,
- (10) All customer records, as-built surveys, plats, engineering and other drawings, designs, blueprints, plans and specifications, maintenance and operating manuals, engineering reports, calculations, studies, non-corporate accounting, and non-corporate business records, controlled by or in the possession of SELLER that relate to the description and operation of the SELLER Water System.

SECTION 2.03. EXCLUDED ASSETS. Notwithstanding any other provision of this Agreement that may be construed to the contrary, the Assets do not include the cash currently held by SELLER relating

to the SELLER Water System or any of the assets identified in Schedule 2.03 (the “Excluded Assets”) but shall include any contributions in aid of construction collected by SELLER prior to the Closing Date.

SECTION 2.04. EXCLUDED LIABILITIES.

(A) BRWA shall not assume any direct or indirect duties, liabilities or obligations of SELLER of any kind or nature, fixed or unfixed, known or unknown, accrued, contingent or otherwise that is not expressly assumed by BRWA under this Agreement. Without limitation to the generality of the foregoing, it is specifically agreed that BRWA is not assuming, and the Assets do not include, the following:

- i. Any liability for claims made under or arising out of the Contracts except for liability or claims arising after Closing for any Contracts assumed by BRWA as identified in Schedule 2.02(9)
- ii. Any liability for noncompliance of the SELLER Water System with any local, state or federal laws and regulations arising prior to the Closing Date, including fines or penalties for noncompliance prior to Closing; and
- iii. Any debts or liabilities of SELLER.

(B) All debts, liabilities and obligations arising out of or related to the SELLER Water System prior to Closing shall remain the sole responsibility of SELLER.

(C) Other than the Assumed Liabilities, BRWA does not assume any direct or indirect duties, liabilities or obligations of SELLER of any kind or nature, fixed or unfixed, known or unknown, accrued, contingent or otherwise and it is understood that all such liabilities are retained by SELLER, and SELLER shall be responsible for the payment and discharge of all such liabilities (such liabilities herein being defined as the “Excluded Liabilities”).

SECTION 2.05. PURCHASE PRICE.

(A) Simultaneously with the execution and delivery of this Agreement by the SELLER and BRWA, BRWA shall deliver and release to SELLER good funds in the amount of \$100.00, which funds represent independent consideration to SELLER for the execution and delivery of this Agreement and are non-refundable to BRWA. By its execution below, SELLER acknowledges that such funds constitute valuable consideration hereunder.

(B) In consideration for the sale and conveyance of the Assets, BRWA agrees to pay SELLER the aggregate amount (the “Purchase Price”) equal to FOUR HUNDRED AND NINETY-FIVE THOUSAND ONE HUNDRED FORTY-THREE AND 40/100 DOLLARS (\$495,143.40) subject to prorations and adjustments set forth in this Agreement. The Purchase Price shall be payable by BRWA to SELLER in immediately available funds, in cash, at Closing.

(C) SELLER agrees and acknowledges that the Purchase Price contained in this Agreement corresponds to the to the amount of outstanding debt SELLER owes to the United States Department of Agriculture (“USDA”) pursuant to a loan from USDA to SELLER as borrower, said loan bearing a USDA Reference/Primary number of 742451628 (the “USDA Loan”). SELLER understands that the Purchase Price amount contained herein is based upon a payoff quote received from USDA, and SELLER agrees that the actual amount of the Purchase Price will be the actual amount needed to pay off the USDA Loan as of the Closing Date..

SECTION 2.06. ASSUMED OBLIGATIONS. After the Closing Date, BRWA agrees to:

- (1) make available public water service within the Service Area in accordance with its obligations under the Code of Virginia; and

(2) assume and discharge all obligations of SELLER: (a) that accrue and are due and performable subsequent to the Closing Date, but only to the extent such obligations arise under the Contracts to be assigned in whole or in part to BRWA and listed on Schedule 2.02(9); (b) for Customer Deposits as transferred to BRWA; and (c) for the accounts payable of SELLER which BRWA agrees to assume in writing at Closing, if any, set forth in Schedule 2.06(2); (collectively, the “Assumed Liabilities”); provided that, with respect to the Contracts and Assumed Liabilities to be assumed by BRWA, (x) the rights thereunder have been duly and effectively assigned to BRWA and (y) BRWA shall not assume any liability arising from or related to any breach of the Contracts by SELLER or breach related to the Assumed Liabilities by SELLER prior to the Closing Date.

ARTICLE III INSPECTION, TITLE AND DUE DILIGENCE REVIEW

SECTION 3.01. PROVISION OF INFORMATION BY SELLER.

(A) Within thirty (30) days after the Effective Date, SELLER will provide to BRWA an inventory, updated through the Effective Date, of equipment, parts and other personal property used by SELLER in connection with the operation of the SELLER Water System.

(B) Within thirty (30) days of the Effective Date, SELLER shall provide to BRWA copies of current customer records, as-built surveys and plans, plats, engineering and other drawings, designs, blueprints, plans and specifications, maintenance and operating manuals, engineering reports, calculations, studies, reports made to Governmental Authorities, assigned permits, permit applications, non-corporate accounting, and non-corporate business records, controlled by or in the possession of SELLER that relate to the SELLER Water System.

(C) After the Effective Date, SELLER shall cooperate with BRWA in providing updated information and access to the SELLER Water System to BRWA’s representatives during normal business hours upon reasonable advance notice.

SECTION 3.02. TITLE COMMITMENT AND SURVEY. BRWA shall be responsible for acquiring the following:

(1) a Commitment for Title Insurance (the “Title Commitment”) from the Title Company for a Virginia standard form owner’s policy of title insurance for the Real Property in a sum equal to the Purchase Price and showing all Encumbrances and other matters of record, if any, relating to the Real Property and referenced in the Title Commitment as conditions or exceptions to title to the Real Property. If the Title Commitment indicates that the Fee Parcels are located in a certificated service area of a utility service provider or in any water, water, drainage or flood control district, the Title Company shall immediately prepare and deliver to BRWA any required notices, and such notices, and the matters described therein shall constitute Permitted Encumbrances; and

(2) a true, correct and legible copy of all recorded documents referred to in the Title Commitment, including, without limitation, plats, deeds, restrictions and easements.

SECTION 3.03. UCC SEARCHES. BRWA may elect, at its option and expense, to obtain current searches (the “UCC Searches”) performed by Capitol Commerce Reporter, UCC Reporting Service or other similar service acceptable to BRWA reflecting all UCC-1 filings which relate to the Real Property and the other Assets of SELLER or any affiliate of SELLER.

SECTION 3.04. SURVEY. Within thirty (30) days after the date of this Agreement, SELLER shall provide any existing surveys in its possession relating to the Real Property. BRWA may elect, at its cost and

expense, to have a survey of the Fee Parcels or Easements prepared by a surveyor selected by BRWA (the "Survey").

SECTION 3.05. ENVIRONMENTAL ASSESSMENTS.

(A) BRWA, at its expense, may perform assessments, as it deems appropriate, including Phase I Environmental Site Assessments (ESA) pursuant to applicable ASTM standards and Phase II Environmental Site Assessments for recognized environmental conditions identified in the Phase I Environmental Site Assessments. SELLER shall cooperate with BRWA and its agents by providing reasonable access to the SELLER Water System and Real Property so that BRWA or its agents may conduct any Environmental Site Assessments.

(B) If any ESA reveals Hazardous Materials on the Real Property that require remedial action, BRWA, in its sole discretion, may terminate this Agreement in its sole and absolute discretion.

SECTION 3.06. ENCUMBRANCES.

If the Title Commitment, Survey or the UCC Searches, or any update of the Title Commitment, Survey or UCC Searches, shows that the Real Property or any other Asset is subject to any Encumbrance other than the Permitted Encumbrances (herein defined), then SELLER shall, subject to the terms hereof, use reasonable efforts to cure or remove such Encumbrances. BRWA shall have forty-five (45) days from the date it has received the Title Commitment, Survey and UCC Searches in which to examine the same and notify SELLER of those Encumbrances which BRWA finds objectionable ("BRWA's Objection Notice"). All matters shown in the Title Commitment, Survey and UCC Searches as to which BRWA has not objected in the manner set forth in this Section shall be considered to be "Permitted Encumbrances." As to items to which BRWA timely makes objections to in writing to SELLER ("Title Objections"), SELLER shall cooperate with BRWA to attempt to effectuate the cure of such Title Objections. Notwithstanding the foregoing provisions, SELLER agrees that BRWA shall have no obligation to close the purchase of the Assets if SELLER has not terminated, satisfied, cured or released (as the case may be) BRWA's Title Objections or any of the following defects relating to the Assets ("Mandatory Cure Defects"), if any, as of the Closing Date: (i) mortgages or deeds of trust, specifically including but not limited to the USDA Loan; (ii) delinquent real property taxes; (iii) mechanic's, materialmen's or other monetary liens on the Assets.

SECTION 3.07. TERMINATION. If BRWA is not satisfied with the results of its due diligence and feasibility investigations relating to the Assets, or if SELLER has not satisfied the BRWA Closing Conditions contained within Section 6.01, BRWA may terminate this Agreement at any time prior to Closing by providing written notice of termination to SELLER. Upon termination, the Parties shall be without further duty or obligation; provided, however, that the Parties shall cooperate to withdraw any applications for Governmental Authorizations that remain pending as of the date of termination.

ARTICLE IV

SERVICE TERRITORY AND PERMIT MATTERS

SECTION 4.01. TRANSFER OF SERVICE TERRITORY. The Parties agree that the SCC Application to be filed for transfer of the Assets shall seek approval for transfer of the utility assets within the SELLER Service Area from SELLER to BRWA.

SECTION 4.02. PERMIT TRANSFER APPLICATION. BRWA shall prepare, file and prosecute any application(s) required to transfer the Permits from SELLER to BRWA. SELLER and BRWA shall cooperate to the maximum extent possible to secure approval of such application(s).

ARTICLE V
AGREEMENTS THROUGH CLOSING

SECTION 5.01. BRWA'S PRE-CLOSING AGREEMENTS. During the period from the Effective Date until the Closing:

(1) Promptly after the Effective Date and at BRWA's sole cost and expense, BRWA shall prepare, file and prosecute an SCC Application;

(2) Promptly after the Effective Date and at BRWA's sole cost and expense, BRWA shall prepare, file and prosecute an application for transfer of the Permits to BRWA (if not part of the SCC Application); and

(3) BRWA shall use good faith and commercially reasonable efforts to secure all Governmental Authorizations required for Closing (including approval of any and all the SCC Application and transfer of the Permits) and, subject to the rights of the Parties thereunder, to satisfy all conditions to Closing, as promptly as practicable, and shall cooperate with each in all respects in connection therewith.

SECTION 5.02. SELLER'S PRE-CLOSING AGREEMENTS. During the period from the Effective Date until the Closing:

(1) SELLER shall provide, upon receipt of two business days prior written notice and during SELLER's normal business hours, BRWA with reasonable access to the Assets and its suppliers, contractors and employees, including access for the purposes of conducting environmental investigations or audits.

(2) SELLER shall not, without the consent of BRWA, acquire or dispose of any Assets outside the ordinary course of business, terminate or amend any Contract to be assumed by BRWA, or commit to do any of the foregoing or make any other commitments or take any actions that are outside the ordinary course of business.

(3) SELLER shall fully cooperate with respect to the preparation, filing and prosecution of the SCC Application and application for transfer of the Permits, including execution of any documents related to such applications.

(4) SELLER shall use good faith and commercially reasonable efforts to secure the Governmental Authorizations required for Closing and, subject to the rights of the Parties thereunder, to satisfy all conditions to Closing, as promptly as practicable, and shall cooperate with each in all respects in connection therewith.

(5) SELLER shall operate and maintain the SELLER Water System in the usual, regular and ordinary manner consistent with past practice (except as SELLER deems necessary to protect all or any portion of the Assets from loss, damage or destruction and in such circumstances, SELLER shall provide BRWA with prompt notice of such conduct) and use commercially reasonable efforts to preserve SELLER's present relationships with persons having business dealings with SELLER. The SELLER Water System shall be in substantially similar condition, ordinary wear and tear excepted, at the time of Closing as on the Effective Date hereof.

(6) SELLER shall confer with BRWA prior to implementing operational decisions relating to the SELLER Water System of a material nature;

(7) SELLER shall comply with all legal requirements and contractual obligations applicable to the operation of SELLER's business;

(8) SELLER shall use its best efforts to maintain its relations and good-will with its suppliers, customers and any others having business relations with it;

(9) SELLER shall maintain all books and records of SELLER relating to SELLER's business in the ordinary course of business;

(10) SELLER shall notify and consult with BRWA prior to the initiation, development, or execution of any plans for expansion of or improvements to the SELLER Water System;

(11) SELLER shall cooperate with BRWA in sending any customer notices that in BRWA's judgment are necessary or desirable in connection with the transactions contemplated herein;

(12) SELLER shall not allow the levels of raw materials, supplies or other materials included in the Assets to vary materially from the levels customarily maintained;

(13) SELLER shall deliver appropriate notices to all interested parties in compliance with the requirements of the DEQ, the SCC, and the Virginia Code; and

(14) SELLER shall not make any material modification to any Governmental Authorization that relates to the Assets.

(15) SELLER shall promptly notify BRWA, in writing, if it becomes aware of (a) any fact or condition that causes or constitutes a breach of this Agreement or (b) the occurrence after the Effective Date of any fact or condition that would or would be reasonably likely to (except as expressly contemplated by this Agreement) cause or constitute a breach of this Agreement. During the same period, SELLER also shall promptly notify BRWA of the occurrence of any breach of any covenant of SELLER or SELLER in this Agreement or the occurrence of any event that may make the satisfaction of the conditions in this Agreement impossible or unlikely.

(16) SELLER shall pay or otherwise satisfy in the ordinary course of business all of its liabilities and obligations as they come due.

(17) SELLER shall maintain, or cause to be maintained, insurance in such amounts as are reasonable and prudent on the Assets. If, between the Effective Date and Closing, any part, whether substantial or minor, of the Assets are destroyed or rendered useless by fire, flood, wind, or other casualty, SELLER shall be solely responsible for making repairs and replacements to restore the Assets to their prior condition. BRWA may, at its option, elect to proceed with Closing in spite of one of the foregoing casualty events provided that SELLER assigns all insurance proceeds applicable to such casualty to BRWA.

ARTICLE VI CONDITIONS TO CLOSING

SECTION 6.01. BRWA'S CLOSING CONDITIONS. BRWA's obligation to purchase the Assets and to take the other actions required to be taken by BRWA at the Closing is subject to the satisfaction, at or prior to the Closing, of each of the following conditions (any of which may be waived by BRWA, in whole or in part):

(1) **SELLER's Performance.** All of the covenants and obligations that SELLER is required to perform or to comply with pursuant to this Agreement at or prior to the Closing, and each of these covenants and obligations (considered individually), shall have been duly performed and complied with in all material respects.

(2) **SELLER's Representations and Warranties.** All representations and warranties made by SELLER in this Agreement shall be true, correct and complete as of the Effective Date, and no

breach or violation of such representations and warranties shall have occurred from the Effective Date up to and including the Closing Date.

(3) Satisfaction with Operational and Real Property Title Issues. BRWA shall be satisfied with the results of its due diligence inspections of the overall operational functionality of the Assets, including the title of the Fee Tracts and Easements.

(4) Litigation Affecting Closing. On the Closing Date, no proceeding shall be pending or threatened before any court or governmental agency in which it is sought to restrain or prohibit or to obtain damages or other relief in connection with this Agreement or the consummation of the transactions contemplated hereby, and no investigation that might eventuate in any such suit, action or proceeding shall be pending or threatened.

(5) Governmental Approvals. BRWA and SELLER shall have received all governmental authorizations needed for the transfer of the Assets, including, but not limited to, adoption and approval of (i) an Order from the SCC pursuant to the Utility Transfers Act, Utility Facilities Act and/or the Affiliates Act (Chapters 4, 5 and 10.1 of Title 56 of the Code of Virginia, as applicable) or other applicable state law and which includes authorization for BRWA to charge certain rates to customers of the Water System, (ii) applicable authorizations and permit transfers from DEQ, (iii) applicable authorizations and permit transfers from VDH, or (iv) any other necessary federal, state, or local approvals authorizing: (a) the transfer or use of the Assets and various permits as contemplated by this Agreement; (b) BRWA to provide water service to the residents in the SELLER Service Areas; (c) SELLER to abandon such SELLER Service Areas; and (d) approval of both the rates requested by BRWA and regulatory approval of the purchase price as utility acquisition adjustment or rate base. Such authorizations, orders, permissions and approvals by the SCC and all other approvals and permit transfers shall all be in form and substance satisfactory to BRWA in its sole discretion. BRWA shall obtain all such approvals at its own cost and expense. Seller shall cooperate with BRWA in seeking such approvals.

(6) Indebtedness. SELLER shall have secured releases of any Encumbrances on the Assets that serve as security for SELLER's Indebtedness from the applicable lender, all at SELLER's expense (excluding any Permitted Encumbrances).

(7) Due Diligence Review. BRWA shall have completed to its sole satisfaction a due diligence review of the Assets.

(8) Third Party Approvals. All third party consents, approvals and waivers necessary to permit SELLER to transfer the Assets to BRWA and to assign the Assumed Liabilities to BRWA, or otherwise necessary to permit BRWA to operate the SELLER Water System as presently operated and conducted, shall have been obtained, including any Regulatory Approvals (including those pertaining to the SCC Application and transfer of the Waste Disposal Permit), but excluding operator licenses and similar approvals or authorizations that BRWA may secure independently of SELLER.

(9) SELLER Authorization. SELLER's authorization to conduct the transactions contemplated hereby shall remain in full force.

(10) Title Policy. The Title Company is able to irrevocably commit to issue to BRWA an owner policy of title insurance issued by Title Company (the "Owner Policy") and insuring, to the reasonable satisfaction of BRWA, that BRWA is the owner of the Real Property subject only to the Permitted Encumbrances and the standard printed exceptions, with the exception as to restrictions marked "none of record" (other than those that constitute Permitted Encumbrances), the exception for taxes limited to the year in which the Closing occurs and subsequent years and subsequent assessments for prior years due to change in land usage or ownership, the exception for "parties in possession" deleted and the area and boundary exception modified to read "any shortages in area" (the cost of the modification of such boundary exception shall be for the account of BRWA);

(11) Closing Certificates. SELLER shall have delivered to BRWA at Closing (i) certificates executed by an authorized representative of SELLER, dated as of the Closing Date, that certifies that the representations and warranties of the SELLER contained in this Agreement are true and correct as of the Closing Date and that the SELLER has performed and complied with all covenants and conditions required by this Agreement to be performed and complied with by it at or prior to Closing.

(12) Updated Schedules. SELLER shall have provided to BRWA at Closing true and correct updates and supplements to the information set forth in Schedule 7.01(3), (4), (8) and (9), and such updates and supplements shall be satisfactory to BRWA, in its sole discretion.

(13) Updated Customer Information. SELLER shall have provided to BRWA at Closing (i) a true and correct listing (with backup) of the number and identity of all customer accounts of SELLER as of the date that is not more than five (5) business days prior to the Closing Date, which shall be true and correct in all material respects (to update and supplement the information set forth in Exhibit "B".

(14) Material Adverse Changes. There shall have been no material adverse change in the financial condition, physical condition, profitability, or the results of operations of SELLER or the SELLER Water System from the date of this Agreement until the Closing Date.

(15) Material Damage. The Assets shall not be, or be threatened to be, materially adversely affected by fire, explosion, earthquake, disaster, accident, cessation or interruption of utility or other services, flood, drought, lack of water supply, contamination of water supply, embargo, riot, civil disturbance, uprising, activity of armed forces or act of God or public enemy, or any other event or occurrence.

(16) No Conflict. Neither the consummation nor the performance of this Agreement will, directly or indirectly, materially contravene or conflict with or result in a material violation of or cause BRWA to suffer any material adverse consequence under any applicable Governmental Authorization or other legal order.

SECTION 6.02. SELLER'S CLOSING CONDITIONS. SELLER's obligation to transfer the Assets and to take the other actions required to be taken by SELLER at the Closing is subject to the satisfaction, at or prior to the Closing, of each of the following conditions (any of which may be waived by the SELLER, in whole or in part):

(1) BRWA's Performance. All of the covenants and obligations that BRWA is required to perform or to comply with pursuant to this Agreement at or prior to the Closing (considered collectively), and each of these covenants and obligations (considered individually), shall have been performed and complied with in all material respects.

(2) BRWA's Representations and Warranties. All representations and warranties made by BRWA in this Agreement shall be true, correct and complete as of the Effective Date, and no breach or violation of such representations and warranties shall have occurred from the Effective Date up to and including the Closing Date.

(3) Permit Transfer. DEQ and/or VDH shall have transferred the Permits from SELLER to BRWA.

(4) Governmental Authorizations. All other Governmental Authorizations required for the transaction shall have been secured.

(5) Assumed Liabilities. The Assumed Liabilities contained within Schedule 2.06(2) shall have been assigned to BRWA with all third party consents necessary to accomplish the same obtained.

ARTICLE VII
REPRESENTATIONS AND WARRANTIES

SECTION 7.01. REPRESENTATIONS AND WARRANTIES OF SELLER. SELLER represents and warrants to BRWA as follows:

(1) SELLER has the power and authority to enter into this Agreement and subject to receipt of the Governmental Authorizations, to perform its obligations under this Agreement.

(2) There are no pending or threatened legal actions, suits, mediations, arbitrations, or other legal or administrative proceedings pending or threatened against SELLER that could affect the Assets and there exist no facts that might result in any action, suit, mediation, arbitration, or other proceedings that might result in any adverse change in the Assets.

(3) Except as set forth in Schedule 7.01(3), ¹SELLER is not in default under any Governmental Authorization, and SELLER has not received notice of any claim with respect to any Governmental Authorization. SELLER is not in default with respect to any judgment, order, writ, verdict, injunction, decree, or award applicable to it of any court or other government instrumentality or arbitrator having authority over it as pertaining to the Assets.

(4) SELLER is not in default under any Contract, agreement, lease, or other instrument to which it or the Assets are bound. Other than Contracts related to any Excluded Assets, SELLER is not in default of any Contract that relates to the SELLER Water System other than as set forth on Schedule 7.01(4).

(5) All returns of taxes, information and other reports required to be filed in any jurisdiction by SELLER have been timely filed and all such tax returns are true, correct, and complete in all material respects. All taxes applicable to SELLER for the Assets that are due and payable have been paid; there are no unpaid taxes or unfiled tax returns of SELLER or any other person that encumber any of the Assets; and there are no tax liens that encumber any of the Assets.

(6) SELLER has not dealt with a broker, salesman, or finder in connection with any part of the transaction contemplated by this Agreement, and, insofar as it knows; no broker, salesman or other person is entitled to any commission or fee with respect to such transaction as a result of SELLER's actions.

(7) There are and have been no violations by SELLER of any Environmental, Health and Safety Laws, and no violations of any such laws have been committed on the Assets during SELLER's ownership thereof.

(8) Except as set forth in Schedule 7.01(8), the Assets are in all material respects in substantial compliance with all Laws that are applicable to it or to the conduct or operation of the SELLER Water System or the ownership or use of any the Assets, including, without limitation, any rules or regulations of the DEQ, VDH, SCC, the Environmental Protection Agency, and any other Governmental Authority.

(9) SELLER has no Indebtedness secured by any Asset except as disclosed on Schedule 7.01(9) for which SELLER shall secure and furnish releases executed by the secured Lender holding such Indebtedness, if any, that releases all Encumbrances with respect to the Assets excluding any Permitted Encumbrances.

(10) SELLER has made no binding commitment, and has undertaken no obligation, oral or written, fixed or contingent on the occurrence of any other action or event, to construct any water

¹ NTD: Disclose SCC termination in this Schedule

infrastructure, install any pumps, lay any lines or take any similar actions except as set forth in the Water Facilities Construction and Service Agreement.

(11) **Exhibit “B”** sets forth a list of billed customer accounts and deposits for the SELLER Water System, which is accurate in all material respects as of the date thereof (and as updated at Closing).

(12) SELLER has good and marketable title to the Fee Parcels and Easements.

(13) SELLER has not entered into an agreement to provide fire service to any customer, nor has SELLER made any representation to any customer or other person, business or governmental agency that SELLER’S Water System is capable of providing flows to fight any fire.

(14) All water lines, sewer lines, pipes, conduits, wells, pumps, and other equipment, fixtures, and improvements related to the SELLER Water System are located within the Easements, including any utility rights of way or public rights of way; and

(15) The representations and warranties of SELLER contained in this Agreement are complete and accurate in all material respects and do not and will not include any untrue statement of a material fact or omit to state any material fact necessary to make the statements made not misleading in any material respects.

SECTION 7.02. REPRESENTATIONS AND WARRANTIES OF BRWA. BRWA represents and warrants to SELLER as follows:

(1) BRWA is duly organized, validly existing and has an active status under the laws of the Commonwealth of Virginia and is duly qualified to do business in the Commonwealth of Virginia. BRWA’s Board of Directors has approved this Agreement by a duly authorized resolution dated November 19, 2025, and said resolution has vested BRWA with the power and authority to enter into this Agreement and to perform the terms and conditions of this Agreement subject to receipt any required Governmental Authorizations.

(2) BRWA is not subject to, nor a party to any proceeding, legal requirement or any other restriction of any kind or character that would prevent consummation of the transactions contemplated by this Agreement.

(3) The execution and performance of this Agreement by BRWA does not and will not violate or result in the breach of any term or condition, or require the consent of any person not a party hereto under: (i) the by-laws of BRWA or (ii) any material mortgage, indenture, contract, lease, license or other instrument, document or understanding, oral or written, to which BRWA is a party or subject.

ARTICLE VIII CLOSING AND RELATED PROCEDURES AND ADJUSTMENTS

SECTION 8.01. CLOSING DATE AND PLACE. The Closing shall be held at the BRWA’s office located at 1723 Falling Creek Road, Bedford, VA within thirty (30) days following the receipt of: (i) the satisfaction of the Closing Conditions contained within Section 6.01; and (ii) all applicable Governmental Authorizations, including but not limited to approval by the SCC of the SCC Application(s) and approval by DEQ and/or VDH for transfer of the Permits by SELLER to BRWA.

SECTION 8.02. MANNER OF TRANSFER.

(A) Conveyance by SELLER of any Fee Parcels and Easements will be in the form of a Special Warranty Deed in the form attached hereto as Schedule 8.02(A), subject to the approval and reasonable.

(B) Assignment of Easements, if any, shall be in the form attached hereto as Schedule 8.02(B).

(C) Transfer by SELLER of all personal property and assumed contracts (if any) that constitute Assets will be by Bill of Sale and Assignment in the form attached hereto as Schedule 8.02(C).

(D) An assignment of Extension Agreement or Developer Agreement, if any applicable to the SELLER Water System.

SECTION 8.03. COSTS AND EXPENSES. Each Party will be responsible for all costs and expenses that it incurs in connection with the Closing. SELLER shall pay the cost of any title company escrow fees and the cost of BRWA's title insurance premium and any customary endorsements thereto.

SECTION 8.04. CLOSING DELIVERABLES.

(A) SELLER Deliverables. At the Closing, SELLER shall deliver the following to BRWA: (i) duly executed Bill of Sale and Assignment in the form attached as Schedule 8.02(C); (ii) duly executed Special Warranty Deed; (iii) duly executed Assignment of Easements; (iv) a certificate from SELLER to the effect that it is not a foreign entity subject to the withholding of the Foreign Investment In Real Property Tax Act; (v) (vi) such other instruments of transfer, assignment and conveyance in form and substance reasonably satisfactory to BRWA sufficient to transfer to and effectively vest in BRWA all right, title, and interest in the Assets together with possession of the Assets free and clear of all Encumbrances, other than the Permitted Encumbrances; (vii) any notices required under the Virginia Code or any other applicable federal, state or local laws, rules or regulations; (viii) copies of releases held by any secured Lender holding Indebtedness secured by any Asset excluding any Permitted Encumbrance; and (ix) any other certificates, resolutions or documents reasonably requested by BRWA in connection with the Closing, including, without limitation, (A) any Certificate of Completion as required by the SCC; (B) a letter to the SCC confirming the transfer of the Customer Deposits to BRWA pursuant to this Agreement; and (C) a certificate confirming that the information set forth in the schedules hereto remain accurate and identifying any revisions thereto.

(B) BRWA Deliverables. At the Closing, BRWA shall deliver the following to SELLER: (i) a Bill of Sale in the form attached as Schedule 8.02(C); (ii) a Special Warranty Deed; (iii) Assignment of Easements; and (iv) acknowledgement of receipt of any notices required under the Virginia Code or any other applicable Laws. BRWA shall pay at Closing the Purchase Price due and payable at Closing (less any adjustments pursuant to the provisions hereof) via wire transfer to the Title Company as escrow agent. SELLER shall provide its wire transfer instructions to the Title Company at least three (3) business days prior to the Closing for the wiring of the proceeds of the sale at Closing.

(C) BRWA and SELLER acknowledge that the Excluded Assets shall not be conveyed to BRWA. SELLER shall be solely responsible for any liability or obligation related to the Excluded Assets.

SECTION 8.05. INTENTIONALLY OMITTED.

SECTION 8.06. BRWA DELIVERABLES. At Closing, BRWA shall deliver to SELLER that portion of the Purchase Price due and payable at Closing, as adjusted as provided in this Agreement, by wire transfer of immediately available funds to the Title Company as escrow agent, which shall be responsible for wiring the proceeds of the sale at Closing to SELLER.

SECTION 8.07. CLOSING DATE. The Parties shall agree upon a Closing Date that corresponds to the end of SELLER's monthly billing period.

SECTION 8.08. REVENUES AND LIABILITIES.

(A) BRWA shall be entitled to all revenues arising from the provision of retail water service within the Service Area after Closing and shall be solely responsible for the distribution of such revenues. SELLER shall be entitled to all revenues arising from the provision of retail water service within the Service

Area prior to Closing and shall be solely responsible for distribution of any such revenues. However, any funds received by BRWA for service provided prior to Closing shall be forwarded to the SELLER by BRWA.

(B) SELLER shall be responsible for all liabilities relating to, or arising out of, the SELLER Water System that accrue prior to Closing other than the Assumed Liabilities, if any. In the event BRWA receives any bill or invoice relating to or arising out of the provision of service with the Assets that accrues prior to Closing, BRWA shall send such bill or invoice to SELLER, who shall timely provide payment in full. BRWA shall be responsible for all liabilities relating to, or arising out of, the SELLER Water System that accrue after Closing (except those that constitute Excluded Liabilities). The Parties' obligations under this Section 8.08 shall survive Closing.

SECTION 8.09. CONNECTION CHARGES, AVAILABILITY CHARGES, AND DEVELOPER CONTRIBUTIONS IN AID OF CONSTRUCTION.

(A) Connection Charges and Availability Charges, if any, collected by SELLER prior to the Closing Date for which the Connection was not completed prior to Closing shall be an Asset transferred to BRWA.

(B) Connection Charges and Availability Charges, if any, collected from and after Closing shall be BRWA's sole and separate property.

(C) Any contributions in aid of construction for improvements to the SELLER Water System collected by SELLER prior to the Closing Date shall be an Asset transferred to BRWA at Closing.

SECTION 8.10. TRANSFER TAXES ON REAL PROPERTY. Any real estate and personal property taxes, utility expenses and rents shall be prorated as of the Closing Date, SELLER being charged and credited for all of the same up to such date and BRWA being charged and credited for all of the same on and after such date.

SECTION 8.11. TRANSFER OF UTILITIES. SELLER and BRWA will cooperate to transfer utility service, including telephone, electric and gas service providing such service to any of the Assets as of the Closing Date. In the event service cannot be transferred into the name of BRWA as of the Closing Date, the bills shall be pro-rated as of the Closing Date.

SECTION 8.12. FURTHER ASSURANCES. Each of the Parties hereto, without compensation, will cooperate with the other and execute and deliver to the other such other instruments and documents and take such other actions as may be reasonably requested from time to time by any other Party hereto as necessary to carry out, evidence and confirm the purposes of this Agreement.

SECTION 8.13. RECORDING FEES. SELLER shall pay all Grantor taxes and local congestion or transportation taxes, if any, associated with the recordation of the Deed and any other recordable documents. BRWA shall pay all Grantee taxes and deed recordation charges associated with the recordation of the Deed and any other recordable documents.

SECTION 8.14. COSTS AND PROFESSIONAL FEES. Each Party shall be responsible for securing its own counsel and advisors for representation in connection with the negotiation of this Agreement and all other matters associated with performance, cancellation or closing hereunder, unless otherwise specified herein. Each Party shall be responsible for the payment of the fees of its own attorneys, bankers, engineers, accountants, and other professional advisors or consultants in connection herewith. BRWA will be responsible for the recording of the deeds and other instruments necessary to deliver title to BRWA.

SECTION 8.15. DOCUMENTS AFTER THE CLOSING. From time-to-time after the Closing, each Party hereto shall, upon request of the other, execute, acknowledge and deliver, or shall cause to be executed, acknowledged and delivered, all such further acts, deeds, assignments, bills of sale, transfers or other documentation for: (1) confirming or correcting title in the name of BRWA or its successor(s) or

perfecting possession by BRWA or its successor(s) of any or all of the Assets, including the establishment of a record of Easements without resort to litigation, expenditure of monies or other extraordinary means, for all facilities that are a part of the SELLER Water System in existence or use at the time of Closing, or (2) otherwise fulfilling the obligations of the Parties hereunder. Further, from time-to-time after Closing, should the Parties discover that certain land parcels, Easements, or other rights owned or enjoyed by SELLER at Closing and necessary to the proper operation and maintenance of the SELLER Water System were not included in the exhibits or appendices hereto, and thus not transferred to BRWA or its successor(s) at Closing in accordance with this Agreement, then the Parties agree that SELLER shall execute or cause to be executed the documents including, but not limited to, deeds, easements and bills of sale necessary to convey such ownership or rights to BRWA or its successor(s), at no cost to BRWA, provided such conveyances may be accomplished without resort to litigation, expenditure of monies or other extraordinary means.

SECTION 8.16. POST-CLOSING ADJUSTMENT. Notwithstanding anything to the contrary in the Agreement, if any adjustments pursuant to Article VIII are not made at Closing, or subsequent to Closing are found to be erroneous, then either Party hereto who is entitled to additional monies shall invoice the other Party for such additional amounts as may be owing within sixty (60) days of Closing, and such amount shall be paid within thirty (30) days from receipt of the invoice. This covenant shall not merge with the instruments of conveyance, transfer, or assignment to be delivered hereunder but shall survive the Closing.

ARTICLE IX DISPUTES

SECTION 9.01. REMEDIES. After providing notice and an opportunity to cure in accordance with Section 9.02 below, the Parties shall have the right to request any court, agency or other governmental authority of appropriate jurisdiction to grant any and all remedies which are appropriate to assure conformance to the provisions of this Agreement. The defaulting Party shall be liable to the other for any penalties or fines as a result of the failure to comply with the terms. If any Party files an action to enforce the provisions of this Agreement and said Party prevails in connection with the action, said prevailing party shall be entitled to recover reasonable legal fees and costs incurred by it in connection with such action from the non-prevailing party. As used herein, the term “prevailing party” shall mean the party which obtains the principal relief it has sought, whether by compromise settlement or judgment. If the party which commenced or instituted the action, suit or proceeding shall dismiss or discontinue it without the concurrence of the other party, such other party shall be deemed the prevailing party. The Parties agree to petition the applicable court or other arbiter for a determination as to which party is the substantially prevailing party for purposes of this Section. Except as otherwise provided herein, it is specifically acknowledged and agreed that after Closing, the Parties shall be without further obligation or duty to each other of any kind, and neither Party shall have a right of enforcement against the other after Closing. In addition to the foregoing, if SELLER defaults under this Agreement and fails to cure beyond the applicable notice and cure periods as provided in Section 9.02 herein, SELLER shall reimburse BRWA for all of BRWA’s out-of-pocket due diligence expenses in connection with this Agreement within fifteen (15) days of BRWA’s demand for such reimbursement.

SECTION 9.02. NOTICE AND OPPORTUNITY TO CURE. If either Party (referred to herein as the “Defaulting Party”) fails to comply with its obligations under this Agreement or is otherwise in breach or default under this Agreement (collectively, a “Default”) then the other Party (referred to herein as the “Non-Defaulting Party”) may not invoke any rights or remedies with respect to the Default until and unless: (i) the Non-Defaulting Party delivers to the Defaulting Party a written notice (the “Default Notice”) which specifies all of the particulars of the Default and specifies the actions necessary to cure the Default; and (ii) the Defaulting Party fails to commence the cure of any matters specified in the Default Notice within a reasonable period of time after the Defaulting Party’s receipt of the Default Notice or fails to thereafter pursue curative action with reasonable diligence to completion.

ARTICLE X GENERAL PROVISIONS

SECTION 10.01. APPLICABLE LAW; JURISDICTION. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia excluding any choice of law rules that may direct the application of the laws of any other jurisdiction.

SECTION 10.02. NOTICE.

(A) All notices, certificates or other communications hereunder shall be sufficiently given when hand delivered or mailed by registered or certified mail, postage prepaid, or by courier service, charges prepaid, or when delivered by facsimile transmission to the Parties at the following addresses:

To SELLER:

Montvale Water Incorporated
11421 W. Lynchburg Salem Tpk.
Montvale, VA 24122
Attn: Bob Karnes

To BRWA:

Bedford Regional Water Authority
1723 Falling Creek Road
Bedford, VA 24523
Attn: Brian Key, Executive Director

With copy to:

Woods Rogers
ATTN: W. Watts Burks IV
10 S. Jefferson Street, Suite 1800
Roanoke, VA 24015

(B) Either Party may, by notice in writing given to the Party, designate any future or different address to which the subsequent notices, certificates or other communications shall be sent. Any notice shall be deemed given on the date such notice is delivered by hand, courier, or by facsimile transmission or five (5) days after the date mailed.

SECTION 10.03. ASSIGNMENT.

(A) This Agreement may not be assigned without the prior written consent of the non-assigning Party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, BRWA shall be permitted to assign this Agreement to an entity affiliated with BRWA without the consent of SELLER.

(B) This Agreement shall be construed as solely for the benefit of SELLER and BRWA and their successors and assigns and no claim or cause of action shall accrue to or for the benefit of any other Party.

(C) This Agreement shall be binding on and shall inure to the benefit of the Parties to it and their respective successors and permitted assigns.

SECTION 10.04. AMENDMENTS AND WAIVERS. Except as otherwise provided in this Agreement, no amendment, supplement, modification or waiver of this Agreement shall be binding upon any Party hereto unless executed in writing by such Party. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision of this Agreement, whether or not similar, unless otherwise expressly provided in writing.

SECTION 10.05. ENTIRE AGREEMENT. This Agreement is the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions of the agreements, understandings, negotiations and discussions of the Parties, whether oral or written, pertaining to the subject matter hereof, and there are no warranties, representations or other agreements between the Parties in connection with the subject matter hereof, except as specifically set forth herein.

SECTION 10.06. EXCLUSIVITY. SELLER acknowledges that the transactions contemplated by this Agreement will involve the expenditure of time and money by BRWA prior to Closing. During the period from the Effective Date until the earlier of: (A) the Closing Date, or (B) the termination of the Agreement by either Party as provided herein (the “*Exclusivity Period*”), neither SELLER nor their representatives or controlling shareholders shall directly or indirectly in any manner: (1) entertain or solicit, (2) furnish or cause to be furnished any information to any persons or entities (other than BRWA or its representatives) in connection with, or (3) pursue any proposal or discussions for any possible sale of the Assets, no matter how structured.

SECTION 10.07. COUNTERPARTS. This Agreement may be executed in counterparts, including by facsimile or electronic signatures, each of which shall be considered an original, but such counterparts together shall constitute one and the same instrument.

SECTION 10.08. SECTION HEADINGS. Any headings preceding the texts of the several articles, sections or exhibits in this Agreement shall be solely for the convenience of reference and shall not constitute a part of this Agreement, nor affect its meaning, construction or effect.

SECTION 10.09. SEVERABILITY. In the event any term or provision of this Agreement is held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement and the remainder of this Agreement shall be construed to be in full force and effect.

SECTION 10.10. EXHIBITS AND SCHEDULES. All exhibits, schedules and attachments referred to herein are intended to be and hereby are made specifically a part of this Agreement.

SECTION 10.11. INTERPRETATION. Each Party agrees that (a) it has participated substantially in the negotiation and drafting of this Agreement and is thoroughly aware of all of the terms of this Agreement and the intent of same, and (b) all presumptions and/or burdens of proof concerning any interpretation of this Agreement shall not be affected by any statutory or judicial principles casting such presumptions against and/or burdens of proof on a Party responsible for the drafting and/or written form of an agreement or contract.

SECTION 10.12. SURVIVAL. All covenants, agreements, representations and warranties made herein and in documents delivered in support of this Agreement shall be deemed to have been material and relied on by the Parties and shall survive the Closing and delivery of the Warranty Deed.

SECTION 10.13. INDEMNIFICATION. From and after the Closing, SELLER will reimburse, indemnify and hold BRWA and its affiliates, and their officers, directors and employees harmless from and against any and all liabilities, obligations, damages, losses, actions, audits, deficiencies, claims, fines, costs and expenses, including attorney’s fees and costs resulting from, relating to, or arising out of (i) any liabilities or obligations of SELLER of any nature whatsoever except for the Assumed Obligations or (ii) SELLER’S failure to perform any of its covenants following Closing.

SECTION 10.14. CALCULATION OF TIME PERIODS. Unless otherwise specified herein, in computing any period of time, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday or a nationally recognized legal holiday or a legal holiday under the laws of Virginia, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday. The final day of

any such period shall be deemed to end at 5:00 p.m. Eastern Standard Time (EST), or Daylight Savings Time (DST), as then in effect.

SECTION 10.15 OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL. SELLER acknowledges and agrees: (i) this Agreement was prepared by legal counsel to BRWA; (ii) SELLER has had the opportunity to obtain its own legal counsel to review this Agreement and has elected not to do so; and, (iii) Notwithstanding the foregoing, this Agreement is fully binding upon SELLER and SELLER waives any right to object to the terms of this Agreement on the basis of SELLER's choice to not retain legal counsel in relation to the negotiation and execution of this Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed and entered into as of the Effective Date.

SELLER:

SELLER, a Virginia corporation

By: _____

Name: Bob Karnes

Title: Trustee in Liquidation

Date: _____

BRWA:

Bedford Regional Water Authority,
a public body politic and corporate of the
Commonwealth of Virginia

By: _____

Name: Brian Key

Title: Executive Director

Date: _____

Summary of Exhibits

Exhibit “A”	Description of SELLER Water System Facilities
Exhibit “B”	Customer List and Summary of Customer Deposits
Exhibit “C”	Easements
Exhibit “D”	Fee Parcels
Exhibit “E”	Personal Property
Exhibit “F”	Plant Site
Exhibit “G”	Montvale Water Incorporated Service Area

Summary of Schedules

Schedule 2.02(9)	Assumed Contracts
Schedule 2.03	Excluded Assets
Schedule 2.04(C)	Excluded Liabilities
Schedule 2.06(3)	Assumed Accounts Payable
Schedule 7.01(3)	SELLER Defaults under Governmental Authorizations
Schedule 7.01(4)	SELLER Defaults under Contracts
Schedule 7.01(8)	Summary of Noncompliance of Assets
Schedule 8.02(A)	Form of Special Warranty Deed
Schedule 8.02(B)	Form of Assignment of Easements
Schedule 8.02(C)	Form of Bill of Sale and Assignment

Exhibit “A”

Description of SELLER Water System Facilities

Exhibit “B”

Customer List and Customer Deposits

Exhibit “C”

Easements

Exhibit “D”

Fee Parcels

Exhibit “E”

Personal Property

Exhibit “F”

Plant Site

Exhibit “G”

Montvale Water Incorporated Service Area

Schedule 2.02(9)
Assumed Contracts

Schedule 2.03

Excluded Assets

Schedule 2.06(2)

Assumed Liabilities

1. List USDA Loan here.

Schedule 7.01(3)

SELLER Defaults under Governmental Authorizations

Schedule 7.01(4)

SELLER Defaults under Contracts

Schedule 7.01(8)

Summary of Noncompliance of Assets

Schedule 8.02(A)

Form of Special Warranty Deed

Prepared by and return to:

GPIN: _____

Consideration: \$ _____

Assessment: \$ _____

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED ("Deed") made this ____ day of _____, 20__, by and between _____ (the "**GRANTOR**"), and _____ ("**GRANTEE**"), whose address is _____.

WITNESSETH:

WHEREAS, pursuant to that certain Asset Purchase Agreement dated _____, 20__, by and between Grantor and Grantee (the "Agreement"), Grantee has agreed to, subject to the terms and conditions of the Agreement, purchase all of the real estate and assets of the Grantor comprising and being a part of the water treatment and delivery system commonly known as the _____ (the "System").

NOW THEREFORE, for and in consideration of the sum of TEN DOLLARS (\$10.00), and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor grants and conveys, with SPECIAL WARRANTY, to Grantee, the property described on Exhibit "A" attached to and incorporated in this Deed by this reference;

TOGETHER WITH all of the improvements, tenements, hereditaments, mineral rights and appurtenances belonging or in any way appertaining to such real property, and all of Grantor's right, title and interest in and to (i) any and all property lying in a bed of any street, road or avenue, open or proposed, in front of or adjoining such real property to the center line thereof, (ii) any strips and gores of land adjacent to, abutting or used in connection with such real property, and (iii) any easements and rights, if any, inuring to the benefit of such real property, the System, or to Grantor in connection therewith (the real property and all of the foregoing being hereinafter referred to as the "Fee Property");

TOGETHER WITH all water lines, sewer lines, pipes, conduits, wells, pumps, and other equipment, fixtures, and improvements related to the System (the "Facilities"); and

TOGETHER WITH all rights under easements in gross related to the System, as described on Exhibit "B" attached to and incorporated in this Deed by reference (the "Easements" and, collectively with the Fee Property and Facilities, the "Property").

The Fee Property and Easements are conveyed subject to all conditions, restrictions, reservations, easements and encumbrances, if any, duly recorded affecting the Property and constituting constructive notice and such state of facts as would be revealed by a current survey or inspection of the Property.

Grantor and Grantee agree to give further assurances to each other, by way of executing such other and further instruments and documents as may be reasonably necessary, to effectuate and carry out the intents and purposes of this Deed and the agreements contained herein for the transfer of all property tangible and intangible owned by Grantor in connection with the System.

[Remainder of page intentionally blank; signature on next page.]

**SIGNATURE PAGE
TO
SPECIAL WARRANTY DEED**

WITNESS the following signature:

By: _____(SEAL)
Name:
Title:

COMMONWEALTH OF VIRGINIA
COUNTY/CITY OF _____

The foregoing document was acknowledged before me in the jurisdiction aforesaid this ____ day of _____, 20__, by _____, as _____ of _____, on behalf of the company. He/She is personally known to me or has produced his/her state issued driver's license as identification.

Notary Public

My commission expires: _____

Notary Registration No.: _____

[AFFIX NOTARY SEAL]

Exhibit "A" to Deed

Fee Property Description

Exhibit “A” to Deed

Easements in Gross

Schedule 8.02(B)

Form of Assignment of Easement Rights

ASSIGNMENT OF EASEMENTS

COMMONWEALTH OF VIRGINIA)
)
COUNTY/CITY OF _____)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, SELLER, a [entity type] (“Assignor”) desires to assign to **BEDFORD REGIONAL WATER AUTHORITY**, a public body politic and corporate of the Commonwealth of Virginia (“Assignee”) those certain easement rights identified on Exhibit “A” attached hereto (collectively, the “Easements”):

WHEREAS, Assignee desires that Assignor assign its rights under the Easements to Assignee, and Assignor desires to assign such rights in accordance with the terms and limitations of this instrument (the “*Assignment*”).

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor has assigned, transferred and conveyed and by these presents does assign, transfer and convey unto Assignee all of Assignor's rights, title and interest in and to the Easements free and clear of any liens, security interests and encumbrances.
2. Except as otherwise set forth herein, Assignor disclaims all representations and warranties regarding the Easements of any nature whatsoever, whether express, implied, statutory or otherwise. Assignee accepts the Easements in their present condition, AS IS AND WITH ALL FAULTS, without any representation or warranty of any nature whatsoever, whether express, implied, statutory or otherwise.
3. It is specifically agreed that Assignor shall not be responsible for the discharge and performance of any duties or obligations in connection with the Easements from and after the date hereof.
4. To facilitate execution, this Assignment may be executed in any number of counterparts, and it will not be necessary that the signatures of all parties be contained on any one counterpart. All executed counterparts of this Assignment will be deemed to be originals, but all such counterparts, when taken together, will constitute one and the same instrument.

SIGNED AND DELIVERED as of the last date of execution below.

ASSIGNOR:

SELLER, a [entity type]:

By: _____

Name: _____

Title: _____

COMMONWEALTH OF VIRGINIA
COUNTY/CITY OF _____

The foregoing document was acknowledged before me in the jurisdiction aforesaid this ____ day of _____, 20__, by _____, as _____ of _____, on behalf of the company. He/She is personally known to me or has produced his/her state issued driver's license as identification.

Notary Public

My commission expires: _____

Notary Registration No.: _____

[AFFIX NOTARY SEAL]

ASSIGNEE:

BEDFORD REGIONAL WATER AUTHORITY,
a public body politic and corporate of the
Commonwealth of Virginia

By: _____

Name: _____

Title: _____

COMMONWEALTH OF VIRGINIA
COUNTY/CITY OF _____

The foregoing document was acknowledged before me in the jurisdiction aforesaid this
__ day of _____, 20__, by _____, as _____ of _____, on behalf of the company.
He/She is personally known to me or has produced his/her state issued driver's license as identification.

Notary Public

My commission expires: _____

Notary Registration No.: _____

[AFFIX NOTARY SEAL]

Exhibit “A”

Easements

Schedule 8.02(C)

Form of Bill of Sale and Assignment

BILL OF SALE AND ASSIGNMENT

Date: _____, _____

Grantor: _____, a _____

Grantor's Mailing Address:

Grantee: _____, a _____

Grantee's Mailing Address:

Consideration: Ten Dollars (\$10.00) and other good and valuable consideration in hand paid by Grantee.

Facilities: See Exhibit "A" attached hereto.

Intangible Assets: See Exhibit "B" attached hereto.

Conveyance:

Grantor, for the consideration herein expressed, has GRANTED, SOLD, ASSIGNED, TRANSFERRED AND SET OVER, and by these presents does hereby GRANT, SELL, ASSIGN, TRANSFER AND SET OVER unto Grantee, its successors and assigns, all of Assignor's now existing and hereafter arising right, title, interest in, to and under the following:

- a) The Facilities as described on Exhibit "A"; and
- b) the Intangible Assets described on Exhibit "B."

Representations and Warranties:

Grantor makes the following representations and warranties, to the best of Grantor's knowledge, to Grantee relating to the Facilities and Intangible Assets:

- i. Grantor has the full legal right and authority to make the sale, transfer and assignment herein;
- ii. Grantor has good and marketable title to the Facilities and Intangible Assets;
- iii. The Facilities are being conveyed free and clear of all liens and encumbrances of any kind; and
- iv. The Facilities are located within dedicated easements.

Grantor agrees to hereafter cooperate with Grantee and execute such other specific documents as may be necessary or appropriate to accomplish the transfers contemplated in the Agreement and this document.

"As-Is" Conveyance:

GRANTOR DISCLAIMS ANY WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE WHATEVER WITH RESPECT TO THE FACILITIES. THE FACILITIES ARE BEING CONVEYED ON AN "AS IS", WHERE IS" AND "WITH ALL FAULTS", AND IT IS UNDERSTOOD AND AGREED THAT GRANTOR MAKES NO WARRANTY REGARDING THE FACILITIES AS TO HABITABILITY, SUITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR FITNESS FOR ANY PURPOSE.

When the context requires, singular nouns and pronouns include the plural.

Executed effective _____, _____.

GRANTOR:

SELLER, a Virginia limited liability company:

By: _____

Name: _____

Title: _____

COMMONWEALTH OF VIRGINIA
COUNTY/CITY OF _____

The foregoing document was acknowledged before me in the jurisdiction aforesaid this
__ day of _____, 20__, by _____, as _____ of _____, on behalf of the company.
He/She is personally known to me or has produced his/her state issued driver's license as identification.

Notary Public

My commission expires: _____

Notary Registration No.: _____

[AFFIX NOTARY SEAL]

GRANTEE:

BEDFORD REGIONAL WATER AUTHORITY,
a public body politic and corporate of the
Commonwealth of Virginia

By: _____

Name: _____

Title: _____

COMMONWEALTH OF VIRGINIA
COUNTY/CITY OF _____

The foregoing document was acknowledged before me in the jurisdiction aforesaid this
__ day of _____, 20__, by _____, as _____ of _____, on behalf of the company.
He/She is personally known to me or has produced his/her state issued driver's license as identification.

Notary Public

My commission expires: _____

Notary Registration No.: _____

[AFFIX NOTARY SEAL]

EXHIBIT A

Description of Facilities

SELLER Water System Schedule of Assets

EXHIBIT B

Description of Intangible Assets

1. All books, records, construction records, contract rights, bonds, bid documents, financial records, plans and specifications, surveys, records, performance bonds, payment bonds, maintenance records, regulatory records and correspondence, permits, certificates, soil reports, inspection reports, engineering reports and other property and rights of any kind related to the Facilities;
2. All governmental licenses, approvals, authorizations, permits and similar approvals to the extent they relate to the Facilities;
3. All third party plans, studies, drawings, specifications, surveys, renderings and other technical descriptions to the extent (but only to the extent) they relate to the Facilities;
4. All contracts for the design and construction of the Facilities;
5. Any and all guaranties, indemnities, and warranties of any contractors, subcontractors, vendors, service contractors and suppliers involved in the construction, development, engineering and surveying associated with the Facilities, including without limitation, all rights and claims with respect thereto relating to quality, defects, and similar matters relating to the Facilities;
6. All service and management contracts relating to the Facilities;
7. All claims, causes of action, bonds, and similar rights to the extent (but only to the extent) they relate to the Facilities;
8. All rights to real property interests relating to the Facilities; and
9. Any other documents and instruments pertaining to the Facilities and any and all other ownership and use rights (intangible or otherwise) relating to the Facilities, and all rights, titles and interests appurtenant in any way to any of the foregoing.

Reservoir Property

Map Nos.: 55-A-16, 55-A-17, 55-A-23, 55-A-30 and 55-A-32

Assessed Value: **Total: \$1,088,700**

55-A-16 \$160,800

55-A-17 \$172,800

55-A-23 \$414,800

55-A-30 \$69,000

55-A-32 \$271,300

Consideration: None

Title Ins.: None

Prepared by:

Michael W.S. Lockaby, VSB No. 74136

Bedford Town Attorney

Spilman, Thomas & Battle, PLLC

P.O. Box 90

Roanoke, Virginia 24002-0090

Return to:

Brian Key, Executive Director

Bedford Regional Water Authority

1723 Falling Creek Road

Bedford, Virginia 24523

DEED OF CONFIRMATION AND RELEASE

This instrument partially exempt from taxation and fees pursuant to Sections 58.1-811(C)(4), 17.1-266, and 17.2-279(E) of the Code of Virginia of 1950, as amended.

THIS DEED OF CONFIRMATION AND RELEASE is dated as of this ____ day of _____, 2025, by and between **Town of Bedford, Virginia**, a Virginia municipal corporation having a principal address of 215 East Main Street, Bedford, Virginia 24523 (the “Town”), a “Grantor” and “Grantee” for indexing purposes, and the **Bedford Regional Water Authority**, a political subdivision of the Commonwealth of Virginia under the Virginia Water and Waste Authorities Act having its principal address at 1723 Falling Creek Road, Bedford, Virginia 24523 (the “Authority”), a “Grantor” and a “Grantee” for indexing purposes.

Recitals

WHEREAS, the Town reverted from city status effective on July 1, 2013, and on that date became the successor to the City of Bedford, Virginia (the “City”); and,

WHEREAS, the Authority was formed by the City of Bedford and Bedford County (the “County”) under that certain Consolidation Agreement between the City, the County, and the Bedford County Public Service Authority dated October 31, 2012 and amended November 14, 2012 (the “Consolidation Agreement”), under which the City and the Bedford County Public Service Authority agreed to convey their water and sewer systems to the Authority; and,

WHEREAS, the original text of the Consolidation Agreement called for portions of the Stoney Creek Reservoir/Wheats Valley Road Property, which had been the City’s principal water supply and was located in Bedford County outside City limits, to be conveyed to the Authority, specifically Bedford County Tax Map Parcels 55-1-A, 55-2-6, 55-A-24, 55-A-22, 55-A-19 and

portions of 55-A-16 and 55-A-23, with the City retaining Parcels 55-A-32, 55-A-30, 55-A-17, and portions of 55-A-16 and 55-A-23; and,

WHEREAS, the amendment to the Consolidation Agreement dated November 14, 2012 amended the original text by stating that the parcels to be conveyed to the Authority by the City included the entirety of Parcels 55-A-23, 55-A-30 and 55-A-32; and,

WHEREAS, the Council of the City held a public hearing and adopted an ordinance providing for conveyance of the Reservoir on June 25, 2013, as required by Section 15.2-1800(B) of the Code of Virginia of 1950, as amended (the “Code”) and the public hearing and ordinance only included the parcels referenced in the original, unamended Consolidation Agreement; and,

WHEREAS, the deed by which the City conveyed the Reservoir to the Authority, dated June 28, 2013 and of record in the Office of the Clerk of the Circuit Court for Bedford County as Instrument No. 130007555 (the “2013 Deed”), recited that the reservoir parcels were “Tax Parcels 55-1-A, 55-2-6, 55-A-24, 55-A-22, 55-A-19, 55-A-23 and a portion of 55-A-16,” and created Tax Parcel 55-A-16A, all of which were conveyed to the Authority; and,

WHEREAS, the 2013 Deed also imposed on the remainder of Parcel 55-A-16 and on Parcel 55-A-17 retained by the Town a restrictive covenant that it “shall be used only for agricultural, horticultural, and silvicultural purposes and shall not be developed for residential or commercial purposes” (the “Restrictive Covenant”); and,

WHEREAS, the Town and the Authority wish to establish, confirm and clarify the Authority’s ownership of Parcels 55-A-30 and 55-A-32; and,

WHEREAS, the Town and the Authority wish to remove the Restrictive Covenant from Parcels 55-A-16 and 55-A-17; and,

WHEREAS, on _____, 2025, the Council of the Town duly held a public hearing on conveyance of Parcels 55-A-30 and 55-A-32, and voted by a three-fourths majority to convey such Property to the Authority; and,

WHEREAS, on _____, 2025, the Board of Directors of the Authority adopted a resolution providing for release of the Restrictive Covenant to the Town.

Witnesseth

THAT FOR AND IN consideration of the mutual confirmations, releases and conveyances set forth hereinafter and other good and valuable consideration, the receipt and sufficiency of which are acknowledged:

The Town hereby CONFIRMS, with respect to the intent of and CONVEYS, with Special Warranty of title, the parcels of land described in **Exhibit A** to this instrument unto the Authority, its successors and assigns, forever.

The Authority and the Town, each to the other hereby RELEASE and QUITCLAIM that certain covenant on the parcels of land described in **Exhibit B** to this instrument, reading “the portion of the Stoney Creek Reservoir real estate being retained by the City on the west side of Wheats Valley Road shall be used only for agricultural, horticultural, and silvicultural purposes and shall not be developed for residential or commercial purposes,” as stated on Page 4 of that certain 2013 Deed of record in the Clerk’s Office of the Circuit Court of Bedford County, Virginia as Instrument No. 130007555.

THIS CONVEYANCE is made subject to all recorded easements, restrictions, and conditions of record or which would be revealed by a current field survey or a careful inspection.

[SIGNATURE AND NOTARY ACKNOWLEDGMENT ON FOLLOWING PAGE]

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TOWN OF BEDFORD, VIRGINIA

By: _____
C.G. Stanley, Mayor

COMMONWEALTH OF VIRGINIA)
) to wit
COUNTY OF BEDFORD)

The foregoing instrument was acknowledged before me this _____ of _____,
2025, by C.G. Stanley, Mayor, on behalf of the Town of Bedford, Virginia.

Notary Public

Commission Expires: _____

Registration Number: _____

BEDFORD REGIONAL WATER AUTHORITY,

By: _____
Brian Key, Executive Director

COMMONWEALTH OF VIRGINIA)
) to wit
COUNTY OF BEDFORD)

The foregoing instrument was acknowledged before me this _____ of _____,
2025, by Brian Key, Executive Director, on behalf of the Bedford Regional Water Authority.

Notary Public

Commission Expires: _____

Registration Number: _____

EXHIBIT A

Parcel I (TMP 55-A-30):

All that certain tract or parcel of land situate in the Central Magisterial District of Bedford County, Virginia on the west side of Suck Mountain containing 34.48 acres as shown by a plat of survey of the same entitled "Plat of the Orvie Blake tract on Suck Mountain and water of Stony Creek, Bedford County – Va." made by S.S. Lynn, S.C.S., 20 April 1955 and of record at Plat Book 8, page 168 in the Office of the Clerk of the Circuit Court of Bedford County, Virginia, and being the same real estate conveyed to Orvie Blake by Ballard N. Overacre and Helen M. Overacre, husband and wife respectively, by deed dated 20 July 1946 and of record at Deed Book 213, page 108 in the Clerk's Office aforesaid.

And being the same property conveyed to the Town of Bedford, Virginia, from Orvie Blake and Lillian L. Blake, his wife, by deed dated April 26, 1955 and of record at Deed Book 255, page 212 in the Clerk's Office aforesaid.

Parcel II (TMP 55-A-32):

All that certain tract or parcel of land situate in the Central Magisterial District of Bedford County, Virginia on Suck Mountain and containing 108 ½ acres, more or less, as shown by a plat of survey entitled "Plat of Roy Israel's 'Maston Ross' Tract on Suck Mountain, in Bedford County – Virginia, near the New Water Impounding System of the Town of Bedford" made by S.S. Lynn, S.C.L.S., 5 May 1955 and of record at Plat Book 8, page 176 in the Office of the Clerk of the Circuit Court of Bedford County, Virginia, and being the same real estate conveyed to E. Roy Israel as containing 90 acres, more or less, by John B. Oliver, Special Commissioner, by deed dated 10 March 1952 of record in the Clerk's Office aforesaid at Deed Book 239, page 302.

And being the same property conveyed to the Town of Bedford, Virginia, from E. Roy Israel by deed dated May 9, 1955 and of record at Deed Book 255, page 339 in the Clerk's Office aforesaid.

EXHIBIT B

Parcel A (TMP 55-A-16):

All that certain tract or parcel of land, together with the buildings and improvements thereon and appurtenances thereunto belonging, situate in the Central Magisterial District in Bedford County, Virginia, on Stony Creek about three miles north of Peaksville and on the Wheats Valley Road near the Town of Bedford water supply dam and containing 65.80 acres as shown on a plat of survey of the same entitled "Plat of the H.M. Agee Tract, Bedford County – Va." made by S.S. Lynn, S.C.S. October 1950 and of record in the Office of the Clerk of the Circuit Court of Bedford County, Virginia at Plat Book 6, page 88. And being the same real estate conveyed to the said Hubert M. Agee therein designated as H.M. Agee by G.W. Wilkerson by deed dated November 28, 1922 of record at Deed Book 136, page 309 in the Clerk's Office aforesaid.

And being the same property conveyed to the Town of Bedford, Virginia from Hubert M. Agee and Jessie C. Agee, his wife, by deed dated October 9, 1950 and of record at Deed Book 232, page 516 in the Clerk's Office aforesaid.

Less and except:

That certain piece of property for the relocation of Wheats Valley Road, Virginia State Route 640, by deed from Elmer S. Wilkerson, et al., to the Commonwealth of Virginia be deed dated June 30, 1950, and of record in the Clerk's Office aforesaid at Deed Book 252, page 585, to which deed and plat attached thereto reference is made for a more particular description thereof.

That certain piece of property, being 6.634 acres, more or less, conveyed to the Bedford Regional Water Authority by the Town of Bedford, Virginia by deed dated June 28, 2013 and of record in the Clerk's Office aforesaid as Instrument No. 130007555, as more particularly described by that certain plat of record at Plat Book 55, page 237.

Parcel B (TMP 55-A-17):

All that certain tract or parcel of land containing 86 acres, more or less, but being conveyed in gross and not by the acre, adjoining other property of the party of the second part, being the residue of certain real property conveyed to one Kate Jennings by deed dated September 22, 1908, of record in the Clerk's Office of the Circuit Court for Bedford County, Virginia, in Deed Book 97 at page 394 after the conveyance off therefrom of 55.06 acres by deed of record in said Clerk's Office in Deed Book 115 at page 216, and being all of a certain tract conveyed to said Kate Jennings by another deed dated May 3, 1909, of record in said Clerk's Office in Deed Book 99 at page 191.

Attached to the deed hereinabove described as a part thereof is a plat of a survey of the said property, which plat was made by S.S. Lynn, S.C. Sur., dated June 1958,

on which said parcel of land is shown as containing 86.48 acres. Reference is made to the foregoing instrument for a more particular description thereof.

And being the same property conveyed to the Town of Bedford, Virginia from A.J. Cauthorn and A.A. Rucker, Special Commissioners, by deed dated September 4, 1957, and of record at Deed Book 271, page 42, in the Clerk's Office aforesaid.