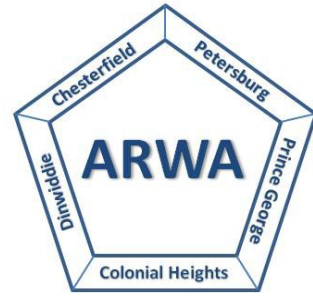


Appomattox River Water Authority



21300 Chesdin Rd. - S. Chesterfield, VA 23803 - Phone (804) 590-1145 - Fax (804) 590-9285

APPOMATTOX RIVER WATER AUTHORITY

Board of Directors Meeting

DATE: July 17, 2025

TIME: 2:00 pm

LOCATION: **Appomattox River Water Authority**
Board Room, Administration Building
21300 Chesdin Road
South Chesterfield, VA 23803

AGENDA

1. Call to Order/Roll Call
2. Approval of Minutes: Minutes of the Board Meeting held on May 15, 2025 (Exhibit A, pages 2 to 7)
3. Public Comment (Exhibit B, page 8)
4. Executive Director's Report:
 - License Agreement with Chesterfield County for ground well installation (Exhibit C, pages 9 to 14)
 - Brasfield Dam Deed of Easement Extension to Kruger (Exhibit D, pages 15 to 22)
 - Status Report (Exhibit E, pages 23 to 27)
 - Financials
5. Items from Counsel
6. Closed Meeting
7. Other items from Board Members/Staff Not on Agenda
8. Adjourn

EXHIBIT A

BOARD OF DIRECTORS MEETING
Appomattox River Water Authority
May 15, 2025, at 2:00 p.m.
Location: Appomattox River Water Authority
21300 Chesdin Rd. South Chesterfield, VA 23803

MEMBERS PRESENT:

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

STAFF PRESENT:

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

ALTERNATES PRESENT:

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

ABSENT:

Todd Flippen, (Alternate, Colonial Heights)
Jerry Byerly, (Alternate Petersburg)
Matt Rembold, (Alternate, Chesterfield)

The ARWA meeting was called to order by Mr. Smith, Chairman, at 2:40 p.m.

1. Call to Order/Roll Call

The roll was called:

Participating members at the table were:

Doug Smith	Present
Eddie Pearson	Present
Joseph Casey	Present
Frank Haltom	Present
March Altman	Present

2. Approval of Minutes: Minutes of the Regular Meeting of the Board on March 20, 2025

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

RESOLVED, that the Minutes of the Regular Meeting of the Board on March 20, 2025, are hereby approved:

For: 5 Against: 0 Abstain: 0

3. Public Comment

There were no public comments.

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

- **Middle James 3 RPU State Water Plan Update**

Mr. Wilson stated that the Virginia General Assembly has mandated the development of Regional Water Supply plans throughout the Commonwealth and the State Water Control Board has developed regulations to implement the planning process and the requirements for the Regional Water Supply plans are outlined in 9VAC25-780. The members of ARWA are grouped into the Middle James 3 RPU (Regional Planning Unit) and DEQ has announced the availability of grant funds to assist the RPUs and offset some of the costs related to the development of these plans and are encouraging RPUs to submit applications for these grant funds. Each member of the RPU must submit a resolution from their locality supporting the application. For ARWA and its members, one resolution from the ARWA Board is acceptable. PlanRVA has agreed to complete the application for the Middle James 3 RPU. Mr. Wilson presented the proposed resolution for the members to support the grant application and allow PlanRVA to sign the grant application and allocate the funds to the Middle James 3 RPU members.

Staff recommended that the members approve the resolution to support the grant application.

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

RESOLVED, that the Board approves the resolution to support the grant application for DEQ funding for the development of the Middle James 3 RPU Regional State Water Plan as presented by staff:

For: 5 Against: 0 Abstain: 0

Roll Call Vote:

Participating members at the table were:

Doug Smith	Aye
Eddie Pearson	Aye
Joseph Casey	Aye
Frank Haltom	Aye
March Altman	Aye

- **Clearwell #2 Roof Replacement**

Mr. Wilson stated that Clearwell #2 was constructed in 1983 with a flat roof design which has resulted in ponding water on sections of the roof causing the roof system to fail. It was determined that a membrane system with rigid panel insulation to create a slope from the middle outward would be necessary to channel the water away and maximize the life of the roof system. With that determination being made, the Authority's trust engineer prepared plans and specifications for the new roofing system.

The project was advertised on the Authority's website and eVA. The Authority received five bids ranging from \$840,900 to \$1,704,882.00. Mr. Wilson stated that this fiscal year revenues have exceeded projected revenues used to prepare the budget and there are surplus funds available to cover a shortfall for this project that equates to approximately \$575,000.

Staff requested that the Board accept the low bid submitted by AAR of North Carolina, Inc. in the amount of \$840,900, authorize staff to use surplus revenue to fund the shortfall, and authorize the executive director to execute the necessary documents. Mr. Smith asked if there is an official budget amendment or extra revenue expense revision needed. Mr. Wilson answered no that would not be necessary since the surplus funds are available, but that the Board would need to authorize the use of those funds.

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

RESOLVED, that the Board accepts the low bid by AAR of North Carolina, Inc. in the amount of \$840,900, authorize staff to use surplus revenue to fund the shortfall, and authorize the executive director to execute the necessary documents:

For: 5 Against: 0 Abstain: 0

Roll Call Vote:

Participating members at the table were:

Doug Smith	Aye
Eddie Pearson	Aye
Joseph Casey	Aye
Frank Haltom	Aye
March Altman	Aye

- **Status Report**

Mr. Wilson reviewed the status report included in the agenda. Mr. Wilson stated that due to parking limitations during the upgrade construction at South Central Wastewater Authority staff would like to request that all future Board meetings scheduled to be held at South Central Wastewater Authority be conducted at the Appomattox River Water Authority until construction completion and if the Board is in agreement, that change will be noted on the website. The consensus of the Board was to move forward with having the meetings at the Appomattox River Water Authority with the appropriate public meeting postings and notifications..

- **Financials**

Ms. Wilkins reported on the financials.

5. Items from Counsel

There were no items from Counsel.

Mr. Massengill arrived at 2:51p.m.

6. Closed Session

Ms. Kemp read the resolution to go into closed session. (attached)

Upon a motion made by Mr. Haltom and seconded by Mr. Altman, it was approved by roll call vote (attached) and the Board went into closed session at 3:02 p.m.

The Board came out of closed session at 3:41 p.m. Ms. Kemp read the certification (attached) regarding the closed session and upon a motion made by Mr. Altman and seconded by Mr. Massengill it was approved by roll call vote.

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

RESOLVED, that the Board approves a 4.7% salary increase for the executive director Robert Wilson effective July 1, 2025:

For: 5 Against: 0 Abstain: 0

Roll Call Vote:

Participating members at the table were:

Doug Smith	Aye
-------------------	------------

Kevin Massengill	Aye
Joseph Casey	Aye
Frank Haltom	Aye
March Altman	Aye

7. Other Items from Board Members/Staff Not on Agenda

There were no other items.

8. Adjourn

Mr. Smith stated, if there is no other business, he would entertain a motion to adjourn.

Upon a motion by Mr. Altman and seconded by Mr. Haltom the meeting was adjourned at 3:43 p.m.

MINUTES APPROVED BY:

Frank Haltom/Secretary/Treasurer

CLOSED MEETING RESOLUTION

APPOMATTOX RIVER WATER AUTHORITY

May 15, 2025

I move that we go into a closed meeting for discussion and consideration of the performance and salaries of specific public officers of the Authority, specifically regarding the Executive Director's annual review, as permitted by Section 2.2-3711A.1. of the Virginia Freedom of Information Act ("FOIA"):

MOTION: Haltom

SECOND: Altman

VOTE

Altman Aye

Haltom Aye

Casey Aye

Pearson (alt) Aye

Smith Aye

ABSENT DURING VOTE: None.

ABSENT DURING CLOSED MEETING: None.

CERTIFICATION OF CLOSED MEETING

WHEREAS, the Board of the Appomattox River Water Authority (the “Authority”) convened a closed meeting on [DATE], pursuant to an affirmative recorded vote and in accordance with the provisions of the Virginia Freedom of Information Act; and

WHEREAS, Section 2.2-3712 of the Code of Virginia requires a certification by this Board that such closed meeting was conducted in conformity with Virginia law;

NOW THEREFORE, BE IT RESOLVED that the Board of the Authority hereby certifies that, to the best of each member's knowledge, (i) only public business matters lawfully exempted from open meeting requirements by the Virginia Freedom of Information Act were discussed in the closed meeting to which this certification resolution applies, and (ii) only such public business matters as were identified in the motion convening the closed meeting were heard, discussed or considered by the Board.

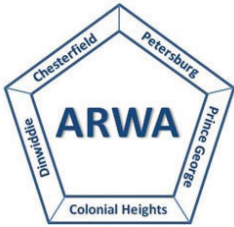
MOTION: Altman

SECOND: Massengill

VOTE

Altman	<u>Aye</u>
Haltom	<u>Aye</u>
Casey	<u>Aye</u>
Massengill	<u>Aye</u>
Smith	<u>Aye</u>

STATEMENTS OF DEPARTURE FROM REQUIREMENTS TO BE CERTIFIED: None.



APPOMATTOX RIVER WATER AUTHORITY
21300 Chesdin Road
Petersburg, VA 23803



SOUTH CENTRAL WASTEWATER AUTHORITY
900 Magazine Road
Petersburg, VA 23803

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

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

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

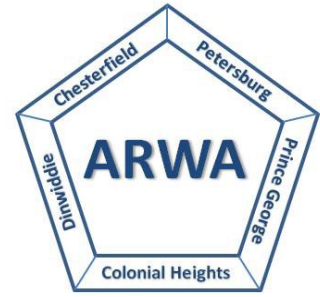
When two or more individuals are present from the same group, it is recommended that the group designate a spokesperson to present its comments to the Board and the designated speaker can ask other members of the group to be recognized by raising their hand or standing. Each spokesperson for a group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

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

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

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

Appomattox River Water Authority



21300 Chesdin Rd. - S. Chesterfield, VA 23803 - Phone (804) 590-1145 - Fax (804) 590-9285

EXHIBIT C

TO: Appomattox River Water Authority Board of Directors

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

DATE: July 17, 2025

SUBJECT: License Agreement with Chesterfield County for groundwater well installation

The Authority is installing two additional groundwater monitoring wells, MW-3D and MW-4D, as part of the Site Characterization Plan to determine the potential influence of the lagoons on groundwater in the area. The well locations are illustrated on Attachment C-1 in the middle of the page. The wells will be located on Chesterfield County property for the John Radcliffe Conservation Area. Both Chesterfield County Real Property and Parks and Recreation have reviewed the locations and do not object to the well installations.

Since the wells are being installed on Chesterfield County property, a Licenses Agreement is required between Chesterfield County and the Authority. The License Agreement was prepared by Chesterfield County Real Property and reviewed by counsel. The License Agreement is included as Attachment C-2.

Staff recommends approval of the License Agreement.

Board Action Requested:

Staff requests the Board approve the License Agreement and authorize the chairman to execute the required document.

GIS CODE: LIC

PIN: 771 606 0932 00000

Document No: 2025-0258

L I C E N S E

A G R E E M E N T

This LICENSE AGREEMENT, dated as of June 16, 2025, between the **COUNTY OF CHESTERFIELD, VIRGINIA**, a political subdivision of the Commonwealth of Virginia, hereinafter referred to as "LICENSOR" ("GRANTOR"), and the **APPOMATTOX RIVER WATER AUTHORITY**, a public body politic and corporate and a political subdivision of the Commonwealth of Virginia, hereinafter referred to as "LICENSEE" ("GRANTEE").

W I T N E S S E T H

WHEREAS, LICENSEE has requested permission to install two ground water monitoring wells on county property designated as the John J. Radcliffe Conservation Area, adjacent to existing ground water monitoring sites and shown as MW-3D and MW-4D on the attached exhibit; and

WHEREAS, LICENSOR designated the property as open space land pursuant to the Open-Space Land Act, Virginia Code Section 10.1-1700 *et seq.*, subject to existing improvements and the right to install utilities within the property; and,

WHEREAS, upon review of the request, the grant of a license to LICENSEE for the purpose requested has been approved.

NOW THEREFORE WITNESSETH, that in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. LICENSOR grants unto LICENSEE a license for two ground monitoring wells to be installed on the property as shown on the attached exhibit.
2. LICENSEE shall bear all costs of construction, maintenance, repair and use of said ground monitoring wells. Further, LICENSEE shall bear all costs of removal, repair and/or replacement of the necessitated by the construction, operation, maintenance, repair or use of present or future County facilities within said easement.
3. The license granted by this License Agreement may be revoked 30 days after notice of revocation is mailed to LICENSEE by LICENSOR. Upon revocation of license by LICENSOR, LICENSEE shall within 90 days thereof remove the constructed within said easement.

4. LICENSEE agrees that LICENSOR shall not be responsible for any claims of injury or damage to any person or property resulting from or arising out of the construction, operation, maintenance, repair or use of the ground monitoring wells.
5. LICENSOR and its agents, employees, and contractors shall not be liable for any damage to the ground monitoring wells resulting from any construction, operation, maintenance, repair or use of existing or future County facilities on the property.
6. LICENSOR shall promptly repair any damage to LICENSOR'S property caused by LICENSEE or its agents, employees, or contractors.
7. LICENSEE shall obtain, at LICENSEE'S expense, any other interest in land necessary to lawfully construct the proposed improvement.
8. This license may not be assigned by LICENSEE without LICENSOR'S prior written consent.

WITNESS the following signatures and seals:

APPROVED AS TO FORM:

LICENSOR:

COUNTY OF CHESTERFIELD, VIRGINIA

SENIOR ASSISTANT COUNTY ATTORNEY

BY: _____
DEPUTY COUNTY ADMINISTRATOR

EXEMPT FROM TAXATION PER
VA CODE 58.1-811 A(3) AND C (5)
AND FROM RECORDATION FEES PER
VA CODE SECTION 17.1-266

LICENSEE: APPOMATTOX
RIVER WATER AUTHORITY

DOUGLAS E. SMITH, CHAIRMAN

State of _____,
City/County of _____, to-wit:

I, _____, a Notary Public in and for the City/County and State aforesaid, do hereby certify that this day personally appeared before me in my jurisdiction aforesaid DOUGLAS E. SMITH, CHAIRMAN OF THE APPOMATTOX RIVER WATER AUTHORITY, whose name is signed to the foregoing writing and acknowledged the same before me.

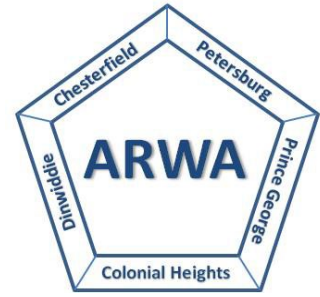
Given under my hand _____ 20____.

My commission expires:_____.

Registration Number:_____.

NOTARY PUBLIC

Appomattox River Water Authority



21300 Chesdin Rd. - S. Chesterfield, VA 23803 - Phone (804) 590-1145 - Fax (804) 590-9285

EXHIBIT D

TO: Appomattox River Water Authority Board of Directors

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

DATE: July 17, 2025

SUBJECT: Brasfield Dam Deed of Easement Extension to Kruger

On June 19th staff met, via Teams, with representatives of KEI Power Management, Inc. (Kruger) who operates the hydro facility for Appomattox River Associates, L.P. The reason for this meeting was to determine if the Authority was interested in extending the Deed of Easement for another forty to fifty years.

Background:

- September 16, 1992, the Board approved an agreement with STS HydroPower Ltd. for the construction of a 3.0-megawatt hydroelectric project.
- Kruger took over the operation of hydro facility from STS HydroPower Ltd. in 2003.
- The hydro facility was reduced to 2.6 megawatts.
- In 2007 Kruger approached the Authority and requested an extension to the Deed of Easement. The reason for the request was the initial term of the Deed of Easement expired on January 1, 2019. Prior to the January 1, 2019 deadline, the Authority was required to give STS HydroPower Ltd., now Kruger, notification by January 1, 2016 if the Authority wanted to purchase the hydro facility. At that time, the Authority advised Kruger the Authority would discuss a possible extension to the Deed of Easement as the January 2016 deadline got closer.
- Kruger sent the Authority a letter on October 27, 2015 to determine if the Authority was interested in purchasing the hydro facility per the Deed of Easement terms and conditions. The Authority requested more time to discuss the options and Kruger granted an extension to March 31, 2016.
- At the March 17, 2016 Board meeting, the Board took action and extended the Deed of Easement with Appomattox River Associates, L.P. (facility will continue to be operated by Kruger) through the remainder of the term, January 31, 2032, that coincided with the FERC license expiration.
- The approval of the Deed of Easement extension through the term of the FERC permit generated the "First Amendment to the Deed of Easement". The First Amendment is included as

Attachment D-1. The First Amendment formally extended the Deed of Easement through January 31, 2032. It also updated the Rent Amount which is tiered to a percentage of annual sales.

- By agreement Kruger is paying the Authority 12% of annual sales for the first ten years of the renewal term (through January 2026). The payment increases to 15% of annual sales for 2026 to the expiration date. Back calculating annual sales based on the 12% annual sales compensation to the Authority generates annual sales of:

	<u>ARWA</u>	<u>Annual Power Sales</u>
○ FY24	\$40,017.94	\$333,382.83
○ FY23	\$35,803.14	\$298,359.50
○ FY22	\$60,071.18	\$500,593.17
○ FY21	\$53,346.84	\$444,557.00
○ FY20	\$23,411.58	\$195,096.50

- Kruger stated they would like to continue producing power at the dam for another 40 to 50 years.
- The FERC license renewal process takes approximately five to five and a half years. Krueger indicated they would like to be in a position to submit the NOI (Notice of Intent) and PAD (Pre-Application Document) by July 2026. To meet this schedule, they would like an answer as soon as possible but no later than November of this year.

Discussion:

From the First Amendment to the Deed of Easement there are three courses of action:

1. Grant an extension to Appomattox River Associates, L.P. as requested.
2. The Authority pursue a FERC license to generate power at the dam either for the grid or the Authority.
3. Allow the current FERC license to expire and have Kruger decommission the hydro facilities at the end of the term, January 31, 2032.

If approval of an extension is considered, the Board needs to take action to provide formal notice to Kruger by the end of the year so that Kruger can pursue the FERC license renewal.

If the Authority chooses to pursue the license itself, there would be costs for the successor license process beginning with the filing of the NOI and PAD prior to January 31, 2027. The Authority would also need to have a firm with hydro experience evaluate the facility as the January 2032 deadline approaches to identify what needs to be done to the facility to keep it in service or update it.

If the Authority decides to allow the Deed of Easement and FERC license to expire the Authority would incur costs when the dam becomes regulated by DCR (Commonwealth of Virginia Department of Conservation and Recreation). These costs would be related to the necessary PMF (Probable Maximum Flood) calculations, engineering evaluations and inspections, and annual drills.

Representatives from Kruger have offered to provide a tour of the facility to Board members.

With everchanging landscape, the lengthy Deed of Easement agreement extension request (40 to 50 years), and the potential to provide green power generation for the at least the raw water pump station, staff recommends the Board give consideration to allowing the Deed of Easement to expire. The timeframe from 2026 to 2027 could be used to evaluate the potential for continuing or discontinuing hydro power generation at the dam by the Authority.

This is the first time this item has been formally presented to the Board. To meet the deadline for renewal, the Board would need to take action by November.

Board Action Requested:

Staff requests the Board provide direction on how staff should proceed.

16 000001088

When Recorded Return To: Suzanne Long, McGuireWoods LLP, 800 E. Canal Street,
Richmond, VA 23219

Tax ID#: 7-2C

FIRST AMENDMENT TO AMENDED AND RESTATED DEED OF EASEMENT

THIS FIRST AMENDMENT TO AMENDED AND RESTATED DEED OF EASEMENT (this "**First Amendment**") is made as of the 1st day of January, 2016 (the "**Effective Date**"), by and among **APPOMATTOX RIVER WATER AUTHORITY**, a public instrumentality and body corporate and politic existing under the laws of the Commonwealth of Virginia (the "**Authority**") [index as Grantor], and **APPOMATTOX RIVER ASSOCIATES, L.P.**, a Delaware limited partnership (the "**Partnership**") [index as Grantee], and is exempt from recording taxes pursuant to Section 58.1-809 of the Virginia Code of 1950, as amended. The Partnership and the Authority are referred to collectively herein as the "**Parties**."

RECITALS

A. Reference is made to that certain Amended and Restated Deed of Easement with an effective date of July 19, 1993, recorded in Book 2379, page 435, on September 23, 1993 in the Office of the Clerk of Chesterfield County, Virginia, and in Book 338 page 245, on September 23, 1993 in the Office of the Clerk of Dinwiddie County, Virginia (the "**Original Agreement**") among the Authority, STS Hydropower, Ltd., a Michigan Corporation ("**STS**"), and the Partnership.

B. Pursuant to Section 10.3A of the Original Agreement and by assignment dated December 10, 2003 (and consented to by the Authority by a Consent Acknowledgement dated June 19, 2003) (the "**STS Assignment**"), STS assigned all of its rights, title, and interests but not its obligations under the Original Agreement to Grantee.

C. The Parties desire to acknowledge and agree to the assignment and assumption of STS's obligations under the Original Agreement by Grantee and to amend the Original Agreement upon the terms, conditions, covenants and agreements set forth in this First Amendment.

AGREEMENT

In consideration of the mutual promises and undertakings of the Parties, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Partnership and the Authority agree as follows:

1. **INCORPORATION OF RECITALS.** The recitals set forth above are incorporated as if fully restated herein.

2. **DEFINITIONS.** All capitalized terms used in this First Amendment shall have the meanings ascribed thereto in the Original Agreement, unless otherwise defined herein.

3. AMENDMENTS TO SECTION 2. The following subsections are affixed to the end of Section 2:

"2.3. **Renewal Term.** The Parties acknowledge that, pursuant to Section 2.1 above, no transfer of the Utility Project has occurred. Therefore, the period of time between January 1, 2016 and the expiration of the initial term of the FERC License, which is January 31, 2032, shall be known as the "Renewal Term"."

"2.4. **Relicensing.** The Parties understand that under existing FERC regulations, the process to apply for a successor license to the FERC license will commence on January 31, 2027 with the obligation to file a Pre Application document five years ahead of the scheduled expiration of the FERC License. Beginning January 1, 2026, if the Authority desires the Partnership to pursue a new FERC license in its own name at its own cost and expense, then the Parties will commence good faith efforts to negotiate and finalize a mutually acceptable extension of the term of the Original Agreement, or replacement of the Original Agreement (in either case, a "New Arrangement") which will provide the Partnership with sufficient rights to act as a FERC licensee under the terms of a new FERC license for the Utility Project. Absent execution of a New Arrangement by September 31, 2016, the Partnership will have no obligation to pursue a new FERC license for the Utility Project.

4. AMENDMENTS TO EXHIBIT D. Section 1 of Exhibit D is hereby replaced with the following:

"1. **Rent Amount.** For the term of this Agreement Kruger shall pay to the Authority as Basic Rent an annual amount equal to a percent of the total electric sales revenues received by Kruger for sales of Project electricity to any party other than the Authority ("Annual Sales").

Through the tenth anniversary of the January 1 following the Project's commercial operation date, the Basic Rent shall equal five percent (5%) of Annual Sales. Thereafter, until the start of the Renewal term, Basic Rent shall equal ten percent (10%) of annual sales.

For the first ten (10) years of the Renewal Term the Basic Rent shall equal twelve percent (12%) of Annual Sales. Thereafter, through the end of the Renewal Term, Basic Rent shall equal fifteen percent (15%) of annual sales."

5. ADDITIONAL CONSIDERATION FOR AMENDMENT. The Parties acknowledge that in connection with the execution and delivery of this First Amendment, in order to induce the Authority to enter into this First Amendment, the Partnership has made a lump sum payment to the Authority of \$16,000.

6. ASSIGNMENT AND ASSUMPTION OF OBLIGATIONS OF STS UNDER ORIGINAL AGREEMENT. The Parties hereby agree and acknowledge that the obligations of

STS under the Original Agreement were assigned to and assumed by the Partnership in connection with the STS Assignment.

7. FULL FORCE AND EFFECT. Except as specifically modified hereby, all of the terms, covenants and conditions of the Original Agreement shall remain in full force and effect.

8. MISCELLANEOUS.

8.1 Entire Agreement. The provisions of this First Amendment and the Original Agreement, as amended hereby, constitute the entire understanding and agreement between the Parties regarding the subject matter hereof and may not be altered or amended except by an instrument in writing signed by the Parties. The Parties each acknowledge and agree that no representation, warranty or inducement has been made to it regarding the rights set forth in this First Amendment which is not expressly set forth in this First Amendment.

8.2 Counterparts. This First Amendment may be executed in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

8.3 No Partnership. Nothing contained in this First Amendment shall be construed to create any association, trust, partnership, employment, or joint venture or impose a trust or partnership, duty, obligation or liability or, except as specifically provided herein, agency relationship or with regard to any Party. None of the Parties hereto shall have the right to bind or obligate the other in any way or manner unless expressly stated herein or in the Original Agreement.

8.4 Governing Law. The terms and provisions of this Agreement shall be construed in accordance with the laws of the Commonwealth of Virginia.

8.5 Amendments. This First Amendment shall not be modified, amended or terminated except by an instrument in writing executed by or on behalf of the Parties.

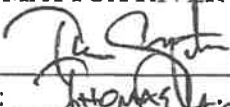
8.6 Partial Invalidity. If any term or provision of this First Amendment, or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this First Amendment or the application of such term or provisions to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each remaining term and provision of this First Amendment shall be valid and enforceable to the fullest extent permitted by law.

8.7 Recordation. The Parties agree that this First Amendment shall be recorded at the request of any Party, at Grantee's sole cost and expense.

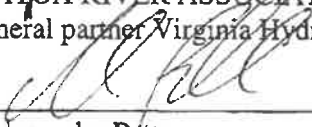
[SIGNATURES APPEAR ON THE FOLLOWING PAGE]


WITNESS THE FOLLOWING SIGNATURES.

APPOMATTOX RIVER WATER AUTHORITY:

By: 
Name: Thomas J. Harris
Title: Chair, ARWA Board
Date: 3/31/16

APPOMATTOX RIVER ASSOCIATES, L.P.:
By its general partner Virginia Hydro Partners, L.L.C.

By: 
Name: Alexandre Patte
Title: Chief Financial Officer
Date: March 18, 2016

By: 
Name: Jean Roy
Title: Senior Vice-President and Chief Operating Officer
Date: March 18, 2016

COMMONWEALTH OF VIRGINIA AT LARGE
CITY OF Colonial Heights, to wit:

The foregoing instrument was acknowledged before me in my jurisdiction aforesaid on this 31st day of March, 2016, by Thomas L. Matthes in his capacity as _____ of APPOMATTOX RIVER WATER AUTHORITY, as GRANTOR..

My commission expires 12-31-19.

Elke B. Gibbs
Notary Public



PROVINCE OF QUEBEC
CITY OF MONTREAL, to wit:

The foregoing instrument was acknowledged before me in my jurisdiction aforesaid on this 18th day of March, 2016, by Alexandre Patte in his capacity as Chief Financial Officer and by Jean Roy in his capacity as Senior Vice President and Chief Operating Officer of Virginia Hydro Partners, L.L.C., general partner of APPOMATTOX RIVER ASSOCIATES, L.P., as GRANTEE.

My commission expires July 25, 2018.

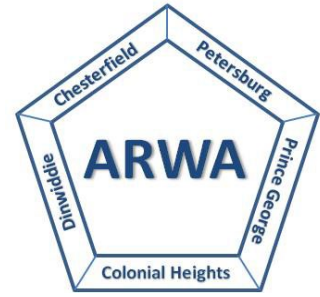
Despina Mavranis
Notary Public, for the Province of Quebec
And outside the Province of Quebec



INSTRUMENT #160001068
RECORDED IN THE CLERK'S OFFICE OF
CLERK OF THE CIRCUIT COURT
APRIL 18 2016 AT 10:10 AM
J. BARRETT CHAPPELL, JR., CLERK
RECORDED BY: JBC

-5-

Appomattox River Water Authority



21300 Chesdin Rd. - S. Chesterfield, VA 23803 - Phone (804) 590-1145 - Fax (804) 590-9285

Exhibit E

TO: Appomattox River Water Authority Board of Directors

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

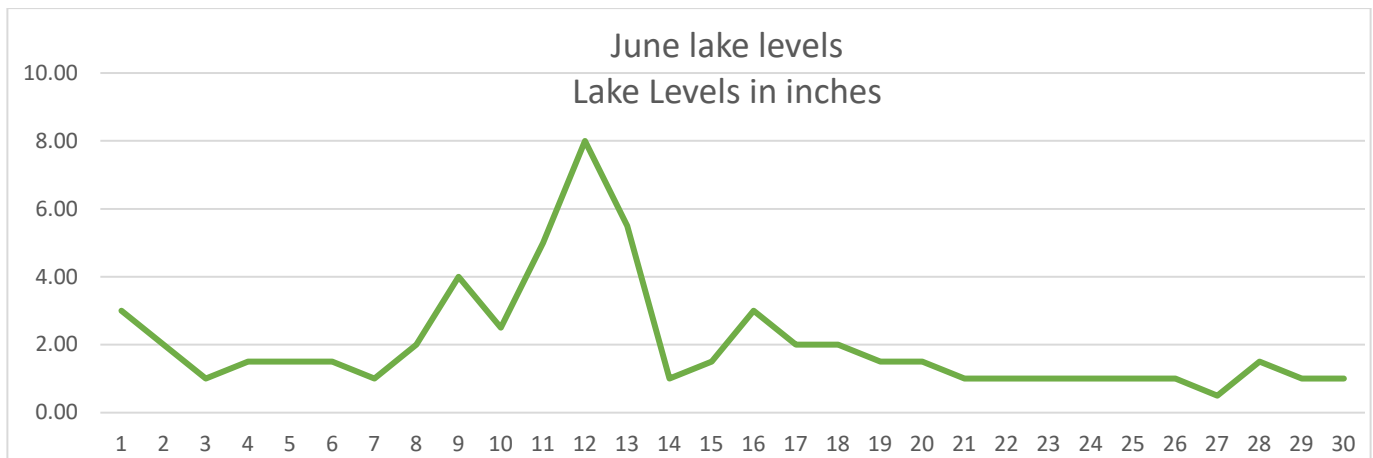
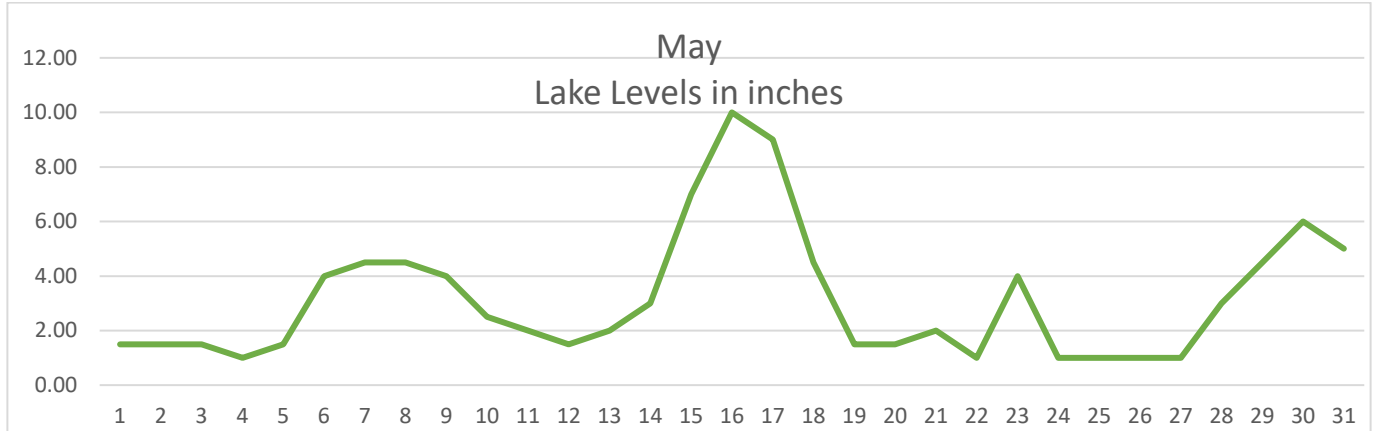
DATE: July 17, 2025

SUBJECT: Status Report

➤ General

- The next meeting is scheduled for September 18th at 2:00 p.m. at the Appomattox River Water Authority.
- Operations provided a tour to Eagle Cove residents on June 18th. This included parents and school age kids.
- Held staff appreciation luncheon on June 30th for Water and Wastewater Professionals Appreciation Day.
- Evaluations completed for all staff.
- All necessary VRS updates for the upcoming fiscal year have been completed by the business manager.
- VRS security audit completed.
- FY25 flow information:
 - Total sold - 12.373 BG
 - Total withdrawn from lake – 14.329 BG
 - Peak Day Withdrawal (raw water) – 62.367 mgd (7/9/2024)
 - Peak Day sold – 51.883 mgd (7/10/2025)
 - Peak Day during Richmond issue – 41.834 mgd (1/7/2025)

➤ Lake Level Update



➤ Operations/IT

- Completed washing flumes and basins.
- Calibrated all filter NTU monitors.
- Carbon cores collected and sent to Calgon. The Authority rents the carbon for the carbon caps on the filters.
- Finished filter drop tests for the first half of 2025.
- Performed scheduled generator testing.
- There were five announced “A” days in June by Dominion Energy. There were issues with the raw water generator and the finished water generator/bidirectional feed was used to power the plant from 11:00 am to 9:00 pm during the “A” days. This is per Schedule 132 billing on the power bill.
- Repair for raw generator scheduled the week of July 8th.
- Trained operators on automatic and manual switch over to generators.
- Senior Operator C Shift, Tatum Branch, selected as employee of the year.

- The average daily finished water consumption for May was 32.23 mgd and the total raw water withdrawn from the lake was 1.162 BG. The average daily finished water consumption for June was 35.45 mgd and the total raw water withdrawn from the lake was 1.211 BG.

➤ Maintenance

- Put exclusionary buoys at dam back at 500' mark. Added additional anchors (five gallon buckets of concrete) to three buoys.
- Replaced lighting throughout plant, interior and exterior.
- Repaired leak on sodium hypochlorite tank #4.
- Installed two 4" air release valves on the 54" waterline at orthophosphate feed.
- Replaced two valves and actuators on airburst system for raw water pump station #2 pumps.
- Repaired 30" check valve on raw pump #23. This is in the basement of raw water pump station #2.
- Escorted lab personnel on lake for lake study.
- Assisted SIIT staff with setting new server building adjacent to the warehouse.
- Replaced tile in laboratory supervisor's office.
- Added ball valves to Prince George Meter Vault to add pressure reading to SCADA.
- Worked with HVAC contractor on AC issues in ammonia building.
- Replaced fuel lines and evaporation lines on two trucks damaged by squirrels.
- Repaired DI water leak for operator's lab in boiler room.
- Cleaned areas around remote meter sites.

➤ SIIT – Systems Integration/Instrumentation Technology support group (technical support)

- Assisted contractor with electrical and HVAC form new server building.
- Continued monitoring for cybersecurity.
- Drafting policies for Data Classification and Access Control for EAP (Emergency Action Plan).

➤ Laboratory

- Monthly eDMR submitted to DEQ for May and June – no exceedances or issues.
- Monthly CMDP (Compliance Monitoring Data Portal) (bacti and chemistry) submitted to VDH.
- Monthly Water Quality Reports distributed.
- Monthly State Health Department submitted.
- Daily support to operations for QA/QC and compliance sampling.
- Whole Effluent Toxicity (WET) results showed no toxicity.
- Working with operations on algae monitoring for lake. The timely rain events have kept us from treating algae to date.
- Groundwater monitoring completed for Q2.
- Working with consultant on the installation of the two additional groundwater wells for the

lagoons.

➤ Liquid Lime System

- Worked out solution for mixing issue – grouting bottom of tank and fabrication of 18” shaft extension.
- Shaft extension fabrication should be completed in August.

➤ Hydrilla

- We are seeing heavy hydrilla in Cattle Creek and Namozine Creek.
- To date, no complaints.
- The only approved method for controlling at this time is benthic barriers.

➤ 60” sluice gate isolation

- Working with consultant to revitalize this project.

➤ VPDES renewal for waste lagoons

- Consultant continues to work on Site Characterization Plan.
- Two new observation wells installed.

➤ Regional State Water Plan

- Data gathering stage. Information has been requested from the members but not the Authority.

➤ Filter Rehabilitation

- PER should be complete by the middle of August.

➤ Elevated Tank Design

- Engineer working on site plans and project cost reduction ideas.
- Site plan should be ready to submit to Chesterfield County Planning by the end of July. Plans have been submitted to staff for review.

➤ Replace membrane roof on Clearwell #2

- Preconstruction meeting was held on July 9th.

➤ New Server Building

- Building set.
- Electrical roughed in building.
- HVAC set in building.
- Radcliff Park – additional property to Parks and Recreation
 - Agreement has been recorded and sent to the Authority.
- EAP Update (AWIA requirement)
 - Staff reviewing “Rip and Run” sheets. Revisions due to consultant by the end of July.
 - Updating EAP contact information with changes in staffing.
- Lake Modeling (New Project)
 - Staff is working with Western Hydrologics to update the lake model.
 - Western Hydrologics is also putting together a drought exercise that we are planning for late August. We will be inviting all of the member director’s.