



**CITY COUNCIL AGENDA**  
**January 17, 2012**

**6:00 p.m. – 7:00 p.m.**

Closed session as provided by Section 2.2-3712 of the Virginia Code  
(Second Floor Conference Room)

**TYPE OF ITEM**

**SUBJECT**

**CALL TO ORDER**  
**PLEDGE OF ALLEGIANCE**  
**ROLL CALL**

**ELECTION OF MAYOR AND VICE MAYOR**

**AWARDS/RECOGNITIONS  
ANNOUNCEMENTS** Reentry Recognition

**MATTERS BY THE PUBLIC** Public comment will be permitted for the first 12 speakers to sign up in advance of the meeting (limit of 3 minutes per speaker) and at the end of the meeting on any item, provided that a public hearing is not planned or has not previously been held on the matter.

**COUNCIL RESPONSES TO MATTERS BY THE PUBLIC**

**1. CONSENT AGENDA\*** (Items removed from the consent agenda will be considered at the end of the regular agenda.)

a. Minutes of January 3 and  
January 5

- b. **APPROPRIATION:** Azalea Park Improvements Grant - \$100,000 (2<sup>nd</sup> of 2 readings)
- c. **APPROPRIATION:** Community Attention Youth Intern Program - \$10,000 (2<sup>nd</sup> of 2 readings)
- d. **APPROPRIATION:** Virginia Fire Department Programs Grant - \$99,796 (2<sup>nd</sup> of 2 readings)
- e. **APPROPRIATION:** Westhaven Clinic Funding - \$7,000 (2<sup>nd</sup> of 2 readings)
- f. **APPROPRIATION:** Reimbursement for Traffic Signal Improvements - \$19,454 (2<sup>nd</sup> of 2 readings)
- g. **APPROPRIATION:** Multiforce Systems Corporation Reimbursement - \$13,000 (1<sup>st</sup> of 2 readings)
- h. **APPROPRIATION:** FY2012 Friendship Court Sponsorship Agreement (3rd Quarter) - \$22,130.50  
(1<sup>st</sup> of 2 readings)
- i. **ORDINANCE:** Amendments to Critical Slopes Regulations (2<sup>nd</sup> of 2 readings)

**2. PUBLIC HEARING/ORDINANCE\*** **Partial Vacation of Plat – Davis Field Temporary Turnaround**  
(1<sup>st</sup> of 2 readings)

**3. PUBLIC HEARING** **Water Supply Plan**

**RESOLUTION\*** Amend Resolution on Approved Height of Ragged Mountain Dam  
(1<sup>st</sup> of 1 reading)

**RESOLUTION\*** Approve Water Cost Allocation Agreement (1<sup>st</sup> of 1 reading)  
**RESOLUTION\*** Approve Ragged Mountain Dam Project Agreement (1<sup>st</sup> of 1 reading)

**4. RESOLUTION\*** **Peace Resolution** (1<sup>st</sup> of 1 reading)

**OTHER BUSINESS**  
**MATTERS BY THE PUBLIC**

\*ACTION NEEDED

**APPROPRIATION**

**DCR Land and Water Conservation Fund  
Azalea Park LWCF Improvement  
\$100,000**

**WHEREAS**, the City of Charlottesville has received a \$50,000 award from the Virginia DCR Land and Water Conservation Fund; and

**WHEREAS**, the award requires 50% local match;

**WHEREAS**, the grant funds will be used to make improvements to Azalea Park contained in the recently adopted master plan;

**NOW, THEREFORE BE IT RESOLVED** by the Council of the City of Charlottesville, Virginia that the sum of \$50,000 received from the DCR LWCF award is hereby appropriated in the following manner:

**Revenue - \$100,000**

\$50,000	Fund: 209	Project: 1900181	G/L Code: 430120
\$50,000	Fund: 209	Project: 1900181	G/L Code: 498010

**Expenditures - \$100,000**

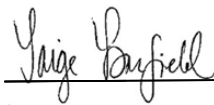
\$100,000	Fund: 209	Project: 1900181	G/L Code: 541011
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**Transfer - \$50,000**

\$50,000	Fund: 425	WBS: P-00428	G/L Code: 561209
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**BE IT FURTHER RESOLVED** that this appropriation is conditioned upon the receipt of \$50,000 from the Virginia Department of Conservation and Recreation, and that Azalea Park will be placed under section 6(f) protection according to the requirements of the grant.

Approved by Council  
January 17, 2012

  
Clerk of Council

**APPROPRIATION**  
**Community Attention Youth Internship Program (CAYIP)**  
**\$10,000**

**WHEREAS**, the City of Charlottesville has been awarded \$10,000 from the Charlottesville Area Community Foundation (CACF).

**WHEREAS**, the funds will be used to operate the Community Attention Youth Internship Program. The grant award covers the period from January 1, 2012 through June 30th, 2012.

**NOW, THEREFORE BE IT RESOLVED** by the Council of the City of Charlottesville, Virginia, that the sum of \$10,000 is hereby appropriated in the following manner:

**Revenue – \$10,000**

Fund: 213                                      Cost Center: 3413003000                                      G/L Account: 451020

**Expenditures - \$10,000**

Fund: 213                                      Cost Center: 3413003000                                      G/L Account: 530450

**BE IT FURTHER RESOLVED**, that this appropriation is conditioned upon the receipt of \$10,000 from the Charlottesville Area Community Foundation.

**APPROPRIATION**  
**Aid & Localities Disbursement Fund**  
**\$99,796**

**WHEREAS**, the Virginia Department of Fire Programs has awarded a grant to the Fire Department, through the City of Charlottesville, specifically for fire service applications;

**NOW, THEREFORE BE IT RESOLVED** by the Council of the City of Charlottesville, Virginia, that a total of \$99,796 be appropriated in the following manner:

**Revenues - \$99,796**

Fund: 209                      I/O: 1900010                      G/L Account: 430110

**Expenditures - \$99,796**

Fund: 209	I/O: 1900010	G/L Account: 599999	\$79,796
Fund: 209	I/O: 1900010	G/L Account: 561302	\$20,000

**BE IT FURTHER RESOLVED** that \$20,000 will be transferred to the Debt Service Fund as an effort by the Fire Department to repay debt service on the volunteer company's fire brush truck:

**Revenues - \$20,000**

Fund: 302                      I/O: 2000059                      G/L Account: 498010

**RESOLUTION**  
**WESTHAVEN CLINIC FUNDING**  
**\$7,000**

**BE IT RESOLVED** by the City Council of the City of Charlottesville, Virginia that the sum of \$7,000 is hereby paid from currently appropriated funds in the Council Priority Initiatives account in the General Fund:

Fund: 105

Cost Center: 1011001000

G/L Account: 540090

**APPROPRIATION**  
**Reimbursement from University of Virginia (UVA) for 11<sup>th</sup> Street/West Main Traffic**  
**Signal Improvements**  
**\$19,454**

**WHEREAS**, the University of Virginia has submitted payment to the City of Charlottesville in the amount of \$19,454 for the installation of various signal improvements at 11<sup>th</sup> Street and West Main.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Charlottesville, Virginia that the sum of \$19,454 from the University of Virginia is hereby appropriated in the following manner:

**Revenues - \$19,454**

Fund: 427

Project: SS-008

G/L Account: 432152

**Expenditures - \$19,454**

Fund: 427

Project: SS-008

G/L Account: 599999

**BE IT FURTHER RESOLVED**, that this appropriation is conditioned upon the receipt of \$19,454 from the University of Virginia.

**AN ORDINANCE AMENDING AND REORDAINING  
SECTION 34-1120 OF ARTICLE IX OF CHAPTER 34 (ZONING)  
OF THE CHARLOTTESVILLE CITY CODE, 1990, AS AMENDED,  
RELATING TO GENERAL REGULATIONS ON CRITICAL SLOPES.**

**BE IT ORDAINED** by the Council for the City of Charlottesville, Virginia, that Section 34-1120 of Article IX (Generally Applicable Regulations) of Chapter 34 (Zoning) of the Charlottesville City Code, 1990, as amended, is hereby amended and reordained, as follows:

CHAPTER 34. ZONING  
ARTICLE IX. GENERALLY APPLICABLE REGULATIONS  
Division 7. Lots and Parcels—Development; General Regulations

**Sec. 34-1120. Lot regulations, general.**

- (a) . . .
- (b) *Critical slopes.*
- (1) Purpose and intent. The provisions of this subsection (hereinafter, "critical slopes provisions") are intended to protect topographical features that have a slope in excess of the grade established and other characteristics in the following ordinance for the following reasons and whose disturbance could cause one or more of the following negative impacts:
  - a. Erosion affecting the structural integrity of those features.
  - b. Stormwater and erosion-related impacts on adjacent properties.
  - c. Stormwater and erosion-related impacts to environmentally sensitive areas such as streams and wetlands.
  - d. Increased stormwater velocity due to loss of vegetation.
  - e. Decreased groundwater recharge due to changes in site hydrology.
  - f. Loss of natural or topographic features that contribute substantially to the natural beauty and visual quality of the community such as loss of tree canopy, forested areas and wildlife habitat.

These provisions are intended to direct building locations to terrain more suitable to development and to discourage development on critical slopes for the reasons listed above, and to supplement other regulations and policies regarding encroachment of development into stream buffers and floodplains and protection of public water supplies.

- (2) Definition of critical slope. A critical slope is any slope whose grade is 25% or greater and:
  - a. A portion of the slope has a horizontal run of greater than 20 feet and its total area is 6,000 square feet or greater; and

- b. A portion of the slope is within 200 feet of any waterway as identified on the most current City Topographical Maps maintained by the Department of Neighborhood Development Services."

Parcels containing critical slopes are shown on the map entitled "Properties Impacted by Critical Slopes" maintained by the Department of Neighborhood Development Services. These critical slopes provisions shall apply to all critical slopes as defined herein, notwithstanding any subdivision, lot line adjustment, or other action affecting parcel boundaries made subsequent to the date of enactment of this section.

- (3) Building site required. Every newly created lot shall contain at least one (1) building site. For purposes of this section, the term building site refers to a contiguous area of land in slopes of less than twenty-five (25) percent, as determined by reference to the most current City Topographical Maps maintained by the Department of Neighborhood Development Services or a source determined by the city engineer to be of superior accuracy, exclusive of such areas as may be located in the flood hazard overlay district or under water.
- (4) Building site area and dimensions. Each building site in a residential development shall have adequate area for all dwelling unit(s) outside of all required yard areas for the applicable zoning district and all parking areas. Within all other developments subject to the requirement of a site plan, each building site shall have adequate area for all buildings and structures, parking and loading areas, storage yards and other improvements, and all earth disturbing activity related to the improvements.
- (5) Location of structures and improvements. The following shall apply to the location of any building or structure for which a permit is required under the Uniform Statewide Building Code and to any improvement shown on a site plan pursuant to Article VII of this chapter:
  - a. No building, structure or improvement shall be located on any lot or parcel within any area other than a building site.
  - b. No building, structure or improvement, nor any earth disturbing activity to establish such building, structure or improvement shall be located on a critical slope, except as may be permitted by a modification or waiver.
- (6) Modification or waiver.
  - a. Any person who is the owner, owner's agent, or contract purchaser (with the owner's written consent) of property may request the planning commission to modify or waive the requirements of these critical slopes provisions. Any such request shall be presented in writing and shall address how the proposed modification or waiver will satisfy the purpose and intent of these provisions.

The planning commission may grant a modification or waiver upon making a finding that:



- (i) The public benefits of allowing disturbance of a critical slope outweigh the public benefits of the undisturbed slope (public benefits include, but are not limited to, stormwater and erosion control that maintains the stability of the property and/or the quality of adjacent or environmentally sensitive areas; groundwater recharge; reduced stormwater velocity; minimization of impervious surfaces; and stabilization of otherwise unstable slopes); or
- (ii) Due to unusual size, topography, shape, location, or other unusual physical conditions, or existing development of a property, one or more of these critical slopes provisions would effectively prohibit or unreasonably restrict the use, reuse or redevelopment of such property or would result in significant degradation of the site or adjacent properties.

No modification or waiver granted by the commission shall be detrimental to the public health, safety or welfare, detrimental to the orderly development of the area or adjacent properties, or contrary to sound engineering practices.

- b. In granting a modification or waiver, the Commission may allow the disturbance of a portion of the slope, but may determine that there are some features or areas that cannot be disturbed. These include, but are not limited to:
  - (i) Large stands of trees;
  - (ii) Rock outcroppings;
  - (iii) Slopes greater than 60%.

The commission shall consider the potential negative impacts of the disturbance and regrading of critical slopes, and of resulting new slopes and/or retaining walls. The commission may impose conditions as it deems necessary to protect the public health, safety or welfare and to insure that development will be consistent with the purpose and intent of these critical slopes provisions. Conditions applied by the Commission shall clearly specify the negative impacts that they will mitigate. Conditions may include, but are not limited to:

- (i) Compliance with the “Low Impact Development Standards” found in the City Standards and Design Manual.
- (ii) A limitation on retaining wall height, length, or use;
- (iii) Replacement of trees removed at up to three-to-one ratio;
- (iv) Habitat redevelopment;
- (v) An increase in storm water detention of up to 10% greater than that required by City Development Standards;
- (vi) Detailed site engineering plans to achieve increased slope stability, ground water recharge, and/or decrease in stormwater surface flow velocity;
- (vii) Limitation of the period of construction disturbance to a specific number of consecutive days;
- (viii) Requirement that reseeded occur in less days than otherwise required by City Code.

- c. In considering a requested modification or waiver the planning commission shall consider the recommendation of the director of neighborhood development services or their designee. The director, in formulating his recommendation, shall consult with the city engineer, the city's environmental manager, and other appropriate officials. The director shall provide the commission with an evaluation of the proposed modification or waiver that considers the potential for soil erosion, sedimentation and water pollution in accordance with current provisions of the Commonwealth of Virginia Erosion and Sediment Control Handbook and the Virginia State Water Control Board best management practices, and, where applicable, the provisions of Chapter 10 of the City Code. The director may also consider other negative impacts of disturbance as defined in these critical slope provisions.
  - d. A modification or waiver granted or denied by the commission in conjunction with an application for a special use permit shall be subject to review by the City Council. The denial of a modification or waiver, or the approval of a modification or waiver with conditions objectionable to the developer, considered in conjunction with an application for approval of a site plan or subdivision plat may be appealed as set forth within Article VII of this chapter or within Chapter 29 of the City Code, as may be applicable. All other decisions of the commission with respect to a requested modification or waiver may be appealed to the city council.
- (7) Exemptions. A lot, structure or improvement may be exempt from the requirements of these critical slopes provisions, as follows:
- a. Any structure which was lawfully in existence prior to the effective date of these critical slopes provisions, and which is nonconforming solely on the basis of the requirements of these provisions, may be expanded, enlarged, extended, modified and/or reconstructed as though such structure were a conforming structure. For the purposes of this section, the term "lawfully in existence" shall also apply to any structure for which a site plan was approved or a building permit was issued prior to the effective date of these provisions, provided such plan or permit has not expired.
  - b. Any lot or parcel of record which was lawfully a lot of record on the effective date of this chapter shall be exempt from the requirements of these critical slopes provisions for the establishment of the first single-family dwelling unit on such lot or parcel; however, subparagraph (5)(b) above, shall apply to such lot or parcel if it contains adequate land area in slopes of less than twenty-five (25) percent for the location of such structure.
  - c. Driveways, public utility lines and appurtenances, stormwater management facilities and any other public facilities necessary to allow the use of the parcel shall not be required to be located within a building site and shall not be subject to the building site area and dimension requirements set forth above within these critical slopes provisions, provided that the applicant demonstrates that no

reasonable alternative location or alignment exists. The city engineer shall require that protective and restorative measures be installed and maintained as deemed necessary to insure that the development will be consistent with the purpose and intent of these critical slopes provisions.

~~(1) Purpose and intent. The provisions of this subsection (hereinafter, "critical slopes provisions") are enacted to protect and conserve steep hillsides and flood plain areas, and to recognize the increased potential for soil erosion, sedimentation, water pollution and septic disposal problems associated with the development of critical-slope areas. It is hereby recognized that development of critical slopes may result in rapid or large scale movement of soil and rock; excessive stormwater runoff; siltation of natural and man made bodies of water; and loss of aesthetic resources, all of which constitute potential dangers to the public health, safety and welfare. These provisions are intended to direct building locations to terrain more suitable to development and to discourage development on critical slopes, and to supplement other regulations regarding protection of public water supplies and encroachment of development into floodplains.~~

~~(2) Building site required. Every lot shall contain at least one (1) building site. For purposes of this section, the term building site refers to a contiguous area of land in slopes of less than twenty five (25) percent, as determined by reference to either topographic quadrangle maps of the U.S. Geological Survey (contour interval twenty (20) feet), or a source determined by the city engineer to be of superior accuracy, exclusive of such areas as may be located in the flood hazard overlay district or under water.~~

~~(3) Building site area and dimensions. Each building site in a residential development shall have adequate area for all dwelling unit(s) together with an area equivalent to the sum of the applicable required yard areas for the applicable zoning district and all parking areas. Within all other developments subject to the requirement of a site plan, each building site shall have adequate area for all buildings and structures, parking and loading areas, storage yards and other improvements, and all earth disturbing activity related to the improvements.~~

~~(4) Location of structures and improvements. The following shall apply to the location of any building or structure for which a permit is required under the Uniform Statewide Building Code and to any improvement shown on a site plan pursuant to Article VII of this chapter:~~

~~a. ——— No building, structure or improvement shall be located on any lot or parcel within any area other than a building site.~~

~~b. ——— No building, structure or improvement, nor any earth disturbing activity to establish such structure or improvement shall be located on slopes of twenty five (25) percent or greater, except as may be permitted by a waiver.~~

~~(5) Modification or waiver.~~

~~a. ——— Any person may request the planning commission to modify or waive the requirements of these critical slopes provisions. Any such request shall be presented in writing and shall address how the proposed modification or waiver will satisfy the purpose~~

~~and intent of these provisions. The planning commission may grant a modification or waiver, upon making one (1) or more of the following findings: that a strict application of requirements would not forward the purposes and intent of these critical slopes provisions; that the alternatives proposed by the developer would satisfy the purposes and intent of these critical slopes provisions to at least an equivalent degree; that, due to unusual size, topography, shape, location or other unusual physical conditions of a property one (1) or more of these critical slopes provisions would effectively prohibit or unreasonably restrict the use of such property or would result in significant degradation of the site, or adjacent properties; or that granting the proposed modification or waiver would serve a public purpose of greater import than would be served by a strict application of the requirements of these critical slopes provisions. No modification or waiver granted by the commission shall be detrimental to the public health, safety or welfare, detrimental to the orderly development of the area or adjacent properties, or contrary to sound engineering practices. In granting a modification or waiver, the planning commission may impose such conditions as it deems necessary to protect the public health, safety or welfare and to insure that a development will be consistent with the purpose and intent of these critical slopes provisions.~~

~~b. — In considering a requested modification or waiver the planning commission shall consider the recommendation of the director of neighborhood development services. The director, in formulating his recommendation, shall consult with the city engineer, the city's environmental manager, and other appropriate officials. The director shall provide the commission with an evaluation of the proposed modification or waiver that considers the potential for soil erosion, sedimentation and water pollution in accordance with current provisions of the Commonwealth of Virginia Erosion and Sediment Control Handbook and the Virginia State Water Control Board best management practices, and, where applicable, the provisions of Chapter 10 of the City Code.~~

~~e. — A modification or waiver granted or denied by the commission in conjunction with an application for a special use permit shall be subject to review by the city council. The denial of a modification or waiver, or the approval of a modification or waiver with conditions objectionable to the developer, considered in conjunction with an application for approval of a site plan or subdivision plat may be appealed as set forth within Article VII of this chapter or within Chapter 29 of the City Code, as may be applicable. All other decisions of the commission with respect to a requested modification or waiver may be appealed to the city council.~~

~~(6) Exemptions. A lot, structure or improvement may be exempt from the requirements of these critical slopes provisions, as follows:~~

~~a. — Any structure which was lawfully in existence prior to the effective date of these critical slopes provisions, and which is nonconforming solely on the basis of the requirements of these provisions, may be expanded, enlarged, extended, modified and/or reconstructed as though such structure were a conforming structure. For the purposes of this section, the term "lawfully in existence" shall also apply to any structure for which a site plan was approved or a building permit was issued prior to the effective date of these provisions, provided such plan or permit has not expired.~~

~~b. Any lot or parcel of record which was lawfully a lot of record on the effective date of this chapter shall be exempt from the requirements of these critical slopes provisions for the establishment of the first single family dwelling unit on such lot or parcel; however, subparagraph (4)b., above, shall apply to such lot or parcel if it contains adequate land area in slopes of less than twenty five (25) percent for the location of such structure.~~

~~c. Accessways, public utility lines and appurtenances, stormwater management facilities and any other public facilities necessary to allow the use of the parcel shall not be required to be located within a building site and shall not be subject to the building site area and dimension requirements set forth above within these critical slopes provisions, provided that the applicant demonstrates that no reasonable alternative location or alignment exists. The city engineer shall require that protective and restorative measures be installed and maintained as deemed necessary to insure that the development will be consistent with the purpose and intent of these critical slopes provisions.~~

**A RESOLUTION  
AMENDING THE APPROVED LOCAL WATER SUPPLY PLAN  
FOR THE CITY OF CHARLOTTESVILLE**

**WHEREAS**, on September 20, 2010 the Charlottesville City Council adopted a Resolution approving a Local Water Supply Plan for the City of Charlottesville, a copy of which is attached hereto; and,

**WHEREAS**, the September 2010 plan contemplated a dam at the Ragged Mountain Reservoir with a height of up to 42 feet constructed in phases, with the first phase being the construction of a 13' raise to the current height of the dam and construction of up to an additional 29' as needed; and,

**WHEREAS**, on January 18, 2011 the City Council, following the receipt of additional information regarding the proposed height of the dam and the permit requirements for the dam, voted to change the initial construction of the Ragged Mountain dam from 13' to 30'; and,

**WHEREAS**, the City has now received updated information regarding the projected water demand for the community for the next 50 years; and,

**WHEREAS**, if a full height new dam that will increase the existing reservoir pool by an additional 42' will be needed for purposes of future water supply, there are both financial and environmental reasons for constructing the entire dam now, rather than in phases.

**NOW, THEREFORE, BE IT RESOLVED** by the Council for the City of Charlottesville, Virginia that the portion of the Local Water Supply Plan approved on September 20, 2010, as amended on January 18 and February 22, 2011, that pertains to the construction of the new earthen dam at the Ragged Mountain Reservoir is amended to state as follows:

To permit a new earthen dam on the site of and downstream of the existing Lower and Upper Ragged Mountain Dams sufficient to impound and raise the existing maximum normal operating reservoir pool level (641' above mean sea level) an additional forty-two feet (42') (683' above mean sea level); provided, however, that the initial normal operating reservoir pool level following construction shall be limited to an additional thirty feet (30') (671' above mean sea level) above the existing normal operating reservoir pool level until such time

as a demand trigger, as agreed upon by the City, the Albemarle County Service Authority and the Rivanna Water and Sewer Authority, is met.

All other terms, conditions and components of the previously approved Local Water Supply Plan, as amended, are hereby affirmed.

**A RESOLUTION  
APPROVING A LOCAL WATER SUPPLY PLAN  
FOR THE CITY OF CHARLOTTESVILLE**

**WHEREAS**, on June 2, 2008, the Charlottesville City Council adopted a Resolution approving a local water supply plan for the City of Charlottesville, a copy of which is attached hereto; and,

**WHEREAS**, since the adoption of the June 2008 Resolution the Council has considered additional information provided by members of the public and commissioned additional studies and investigations regarding the feasibility of various options and the available alternatives within the water supply plan; and,

**WHEREAS**, during the consideration of the available options for a water supply plan the City Council has continued to place a strong emphasis on developing a water supply that would (1) meet the needs of the community for the next 50 years; (2) be within a watershed area locally controlled by Albemarle County; and (3) represent the least environmentally damaging, practicable alternative; and,

**WHEREAS**, after a thorough examination of the available alternatives with due consideration to the financial and environmental consequences of the proposed plan and the possible alternatives that would meet the community's potable water needs for the next 50 years;

**NOW, THEREFORE, BE IT RESOLVED** by the Council for the City of Charlottesville that the Council hereby adopts and reaffirms its June 2, 2008, approval of the local water supply plan with the following components and modifications:

- To aggressively promote conservation of water and reduction in leakage in the next 20-40 years;

Approved 9/20/10

2010-10-10



- To conduct restorative hydraulic dredging of at least Segments 1 – 3 of the South Fork Rivanna Reservoir, (areas identified in the “South Fork Rivanna Reservoir Dredging Feasibility Study” prepared by HDR Engineering, Inc.), and to conduct continuous maintenance through hydraulic dredging of the South Fork Rivanna Reservoir. The Rivanna Water and Sewer Authority shall seek a separate state permit for these activities;
- To commit to adequate water flow to the Moorman’s River and South Fork Rivanna River, as expressed in the initial joint permit application for the water supply plan;
- To keep in place the pipeline from the Sugar Hollow Reservoir to the Ragged Mountain Reservoir for use in the event of a failure in the water transmission system;
- To permit a dam with a height of up to 42’ by adding additional feet to the existing dam or by constructing a new dam up to a height of 42’. In case the existing dam is built upon, improvements, repairs and modifications to the existing spillway structure will be constructed to bring the dam into compliance with all applicable dam safety laws and regulations. The construction is to be done in phases – the first phase being the construction of a 13’ raise to the current height of the dam and construction of up to an additional 29’ as needed based on ten-year evaluations of actual use and population growth. The dam will be filled in phases, as water is needed.

- A new 36 inch transmission pipeline from the South Fork Rivanna Reservoir to the expanded Ragged Mountain Reservoir, which will replace the 18 inch pipeline from the Sugar Hollow Reservoir, constructed in 1927;
- The complete replacement of the piping and pumping transmission system between the Ragged Mountain Reservoir and the Observatory Water Treatment Plant, which will replace the two cast iron pipelines constructed in 1908 and 1949 and the Royal Pump Station;
- A major overhaul of the Observatory Water Treatment Plant to advance public health by providing state-of-the-art facilities that will increase the Plant's rating to 8 million gallons per day;
- The expansion of the capacity of the South Fork Rivanna Water Treatment Plant to 16 million gallons per day; and,
- The expansion of the capacity of the Observatory Water Treatment Plant to 10 million gallons per day; and,

**BE IT FURTHER RESOLVED** that the construction of the improvements contemplated by this water supply plan is contingent on the approval by City Council of a cost allocation agreement for each component of the plan between the City, the Albemarle County Service Authority and the Rivanna Water and Sewer Authority, and City Council's approval of any agreement required for the use and / or conveyance of City-owned assets. The City of Charlottesville will be credited with the sale price of trees cut and sold due to the development of the dam and additional water impoundment.

**BE IT FURTHER RESOLVED** that all prior resolutions and actions taken by City Council approving the components of a local water supply plan that are inconsistent

with this Resolution are hereby superseded by and replaced with the provisions of this Resolution. This plan will be reevaluated in ten-year increments based on actual use and actual population.

The Clerk of Council is directed to send a certified copy of this Resolution to the respective Chairs of the Albemarle County Board of Supervisors, the Albemarle County Service Authority Board of Directors and the Rivanna Water and Sewer Authority Board of Directors.

Approved by Council  
September 20, 2010

  
Clerk of Council

## RESOLUTION

**BE IT RESOLVED** by the Council for the City of Charlottesville, Virginia, that the Mayor is hereby authorized to sign the following document, in form approved by the City Attorney or his designee.

Water Cost Allocation Agreement among the City of Charlottesville, the Albemarle County Service Authority, and the Rivanna Water and Sewer Authority, dated January 1, 2012, for the allocation of costs related to community water facilities.

**WATER COST ALLOCATION AGREEMENT**  
**Between The**  
**CITY OF CHARLOTTESVILLE, VIRGINIA,**  
**ALBEMARLE COUNTY SERVICE AUTHORITY,**  
**And The**  
**RIVANNA WATER AND SEWER AUTHORITY**

This Agreement made for purposes of identification this 1st day of January, 2012, by and between the CITY OF CHARLOTTESVILLE, VIRGINIA, a municipal corporation (the "City"), the ALBEMARLE COUNTY SERVICE AUTHORITY, a public body politic and corporate ("ACSA"), and the RIVANNA WATER AND SEWER AUTHORITY, a public body politic and corporate ("RWSA").

WITNESSETH:

A. RWSA owns and/or operates facilities for the treatment of potable water pursuant to the terms of a Four-Party Agreement dated June 12, 1973, among the City, RWSA, ACSA and the Board of Supervisors of Albemarle County (the "Four-Party Agreement") and several supplementary agreements.

B. The urban water system consists of all water-related facilities within or serving the City of Charlottesville and the urban growth area of Albemarle County surrounding the City of Charlottesville, including water treatment plants and all reservoirs, dams, pipelines, pump stations, storage tanks and other appurtenances connected to the water treatment plants and operated by RWSA (the "Urban Water System").

C. RWSA, in order to increase the available water supply and safe-yield of that water supply, has undertaken a Community Water Supply Plan described in the Permit Support Document dated May 17, 2006 (the "CWS Plan")

approved by the Virginia Department of Environmental Quality by issuance of Virginia Water Protection Permit No. 06-1574 effective February 11, 2008, and last modified December 20, 2011. The CWS Plan estimates the increase in safe-yield at 9.9 million gallons per day (MGD). In addition to providing additional safe-yield to meet an anticipated increase in future demand of 5.9 MGD, the CWS Plan provides additional safe-yield to offset anticipated future losses of safe-yield from siltation of the South Fork Rivanna Reservoir of 4.0 MGD. While the CWS Plan includes other projects forecasted to be constructed in the future, this Agreement only addresses the sharing and allocation of costs for the Project, as such term is defined in Paragraph 1 of the Agreement dated of even date herewith between the City, ASCA and RWSA and recorded in the Clerk's Office of the County of Albemarle, Virginia (the "Project Agreement"), a copy of which is attached hereto.

D. ACSA and the City reached an agreement dated December 1, 2003 (the "December 1, 2003 Agreement"), concerning the allocation of expenses to increase the safe-yield provided by the Urban Water System, by raising the elevation of the South Fork Rivanna Reservoir. RWSA never constructed this project. However, since 2003 RWSA has allocated costs to the City and ACSA for water supply related project costs based upon the December 1, 2003 Agreement's agreed-upon percentages of 27% to the City and 73% to ACSA. The City and ACSA now want to more accurately reflect future cost allocation for the Project to be undertaken by RWSA.

NOW THEREFORE, for and in consideration of the premises and other good and valuable consideration, the receipt of all of which is hereby acknowledged, the City, ACSA and RWSA agree as follows:

1. Allocation of Previously Incurred Costs. Except as may have otherwise been previously agreed among the City, ACSA and RWSA, all costs directly incurred by the City and ACSA related to the Project for work performed prior to the date of this Agreement, irrespective of when invoiced or paid, shall be the responsibility of the party incurring such costs. Except as may have otherwise been previously agreed to among the City, ACSA and RWSA, all costs incurred by RWSA related to the Project for work performed or debt service owed for periods prior to the date of this Agreement, irrespective of when invoiced or paid, have been allocated to the City and ACSA through the setting of water rates for each of the City and ASCA using the allocation percentages set forth in the December 1, 2003 Agreement. Costs for work performed and debt service owed related to the Project include the costs of engineering, construction, legal and land costs, administrative, debt service, establishment of reserves and related expenses (hereinafter collectively referred to as the "Debt Service Charges"). RWSA's water rates have been determined and calculated, and shall continue to be determined and calculated, as provided in Article VII of the Four-Party Agreement and the Working Agreement on Urban Area Wholesale Flow Allocation and Billing Methodology dated January 24, 1983 by and among RWSA, ACSA and the City (the "Working Agreement"), as the same may be amended from time to time.

2. Allocation of Future Project Debt Service Charges Related to New Ragged Mountain Dam. Except as otherwise provided in Section 3 below with respect to allocation of Debt Service Charges for the SRR-RMR Pipeline (as defined in Paragraph 1(d) of the Project Agreement), RWSA shall allocate all other Project Debt Service Charges for work performed or debt service owed for periods on or after the date of this Agreement, irrespective of when invoiced or paid, by setting water rates in such a manner as to allocate 15% of such Debt Service Charges to the City, and the remaining 85% of such Debt Service Charges to ACSA, subject to adjustment as provided in Section 5 below. Such Debt Service Charges shall include future debt service on RWSA's 2005B Bond, which funded the alternatives analysis and the permitting process for the CWS Plan, which debt service prior to the date hereof was allocated pursuant to the percentages set forth in the December 1, 2003 Agreement.

3. Allocation of Future Costs Related to SRR-RMR Pipeline. RWSA shall allocate all Project Debt Service Charges related to the SRR-RMR Pipeline for work performed or debt service owed for periods on or after the date of this Agreement, irrespective of when invoiced or paid, by setting water rates in such a manner as to allocate 20% of such Debt Service Charges to the City and the remaining 80% of such Debt Service Charges to ACSA, subject to adjustment as provided in Section 5 below.

4. True-Up Reimbursements for Previously Allocated Debt Service Charges Based Upon Increased Future Use. In the event the actual water use of either the City or ACSA exceeds its allocation of the agreed-upon total safe-yield



of the Urban Water System set forth in Section 6 below, the party exceeding its allocation shall make a true-up reimbursement payment (a "True-Up Payment") directly to the other party for a portion of the previously allocated Debt Service Charges related to the Project, to be calculated as set forth below. The amount of such True-Up Payment shall be the sum of (a) the True-Up Payment calculated for the Project excluding the SRR-RMR Pipeline (hereinafter, the "RMR Dam Portion"), plus (b) the True-Up Payment calculated for the SRR-RMR Pipeline (hereinafter, the "SRR-RMR Pipeline Portion"), in each case calculated as provided below. Actual water use shall be measured pursuant to the metering plan provided in Section 7 below and determined based upon the actual annual average daily water demand of the City and ASCA over a trailing twelve (12) consecutive month period. The first such period shall begin on July 1, 2015 and end on June 30, 2016, and continuing for each fiscal year thereafter. The last day of any such period shall be the "True-Up Effective Date" for such period. Each of the RMR Dam Portion and the SRR-RMR Pipeline Portion of the True-Up Payment shall be calculated by multiplying the sum of (a) all Debt Service Charges for such Portion allocated to both the City and ACSA for all periods on and after the date of this Agreement through the current True-Up Effective Date plus (b) the RWSA budgeted amount of all Debt Service Charges for such Portion allocated to both the City and ACSA for the fiscal year immediately following the True-Up Effective Date by a fraction, the numerator of which shall be equal to the amount by which such party's actual water use, expressed as MGD, exceeds its current allocated share of the 18.7 MGD agreed-upon total

safe-yield of the Urban Water System from the Project (initially 6.71 MGD for the City and 11.99 MGD for ACSA), and the denominator of which shall be the 9.9 MGD agreed-upon additional safe yield of the Urban Water System from the Project, and then multiplying such amount by a fraction, the numerator of which is the Debt Service Charges allocation percentage for such Portion initially agreed to for such party pursuant to Section 2 or Section 3 above, as applicable, as may have been previously adjusted pursuant to the second sentence of Section 5 below, and the denominator of which is such party's initial percentage of agree-upon additional safe-yield pursuant to Section 6 below, as may have been previously adjusted by any increase or decrease to its allocated share of the agreed-upon total safe yield pursuant to the first sentence of Section 5 below. The total cumulative True-Up Payments, if any, owed by either party shall be limited to the sum of (i) fifteen percent (15%) of the total Debt Service Charges for the Project excluding the Debt Service Charges for the SRR-RMR Pipeline and (ii) twenty percent (20%) of the total Debt Service Charges for the SRR-RMR Pipeline. Each True-Up Payment shall be made within twelve (12) months of the True-Up Effective Date for which it was calculated. An example of a True-Up Payment calculation is attached hereto as Exhibit A.

5. Adjustment of Allocation Base On Increased Future Use. The increase in actual water use used to make each True-Up Payment calculation will be added to then current allocated share of the agreed-upon total safe-yield of such party and subtracted from then current allocated share of the agreed-upon total safe-yield of the other party for purposes of determining future True-Up

Payments and for purposes of allocating any future Debt Service Charges for the Project. The allocations of future Debt Service Charges set forth in Sections 2 and 3 above for each of the City and ACSA shall be adjusted to a percentage equal to such party's newly adjusted percentage of agreed-upon total safe-yield multiplied by a fraction, the numerator of which shall be equal to such party's then current percentage of Debt Service Charges and the denominator of which shall be equal to such party's then current percentage of agreed-upon additional safe-yield. Such adjusted percentages shall be used by RWSA to determine and calculate water rates for its first full fiscal year beginning one year after the day following such True-Up Effective Date and for each fiscal year thereafter, until subsequently adjusted following any subsequent True-Up Payment. No further True-Up Payments under Section 4 above or adjustments to safe-yield allocations under this Section 5 shall be made if the result of such adjustments would reduce the allocated safe-yield of any party below such party's actual water use as measured by average daily demand under the second sentence of Section 4 above.

6. Allocation of Safe-Yield For Purpose of True-Up Reimbursements.

For the purpose of calculation of the True-Up Payments required by Section 4 of this Agreement and the adjustments of allocations required by Section 5 of this Agreement, the agreed-upon additional safe-yield and agreed-upon total safe-yield of the Urban Water System anticipated from the Project and initially allocated to the City and ACSA shall be fixed at the numbers set forth in the following chart, irrespective of the actual safe-yield resulting from the Project or

any increase or decrease in actual safe-yield as a result of the passage of time or due to any other circumstance:

	<u>A</u> AECOM 2010  (Information Only)	<u>B</u> Current Supply Split	<u>C</u> Discounted Supply in 2055  (8.8 mgd)	<u>D</u> Agreed-upon Additional Safe Yield Split	<u>E</u> Agreed-upon Additional Safe Yield by Share (9.9 mgd)	<u>F</u> Agreed-upon Total Safe Yield Allocated
			(B X 8.8)		(D X 9.9)	(C + E)
City	5.13	53.70%	4.73	20%	1.98	6.71
County	4.62	46.30%	4.07	80%	7.92	11.99
<b>Total MGD</b>	<b>9.76</b>		<b>8.80</b>		<b>9.90</b>	<b>18.70</b>
City %	52.56%		53.70%		20%	35.88%
County %	47.35%		46.30%		80%	64.12%

In accordance with the chart, the City's initial percentage of agreed-upon additional safe-yield is twenty percent (20%) and its initial allocation of agreed-upon total safe yield is 6.71 MGD; and ACSA's initial percentage of agreed-upon additional safe-yield is eighty percent (80%) and its initial allocation of agreed-upon total safe yield is 11.99 MGD.

7. Data Acquisition (Metering) Plan. Within 36 months of the date of this Agreement, RWSA shall complete a metering program to measure the City, ACSA and University of Virginia water usage the cost of which shall be allocated using the same allocation method used for operational costs as set forth in Section 11 below. RWSA shall install, maintain, read and routinely test and calibrate metering devices to record the quantities of water delivered by RWSA through such meters to the retail distribution systems of the City, ACSA and the University of Virginia not less frequently than monthly and otherwise as agreed to by the City and ACSA.

8. Water Conservation. The City and ACSA shall engage in aggressive conservation methods, including system-wide water audits meeting AWWA standards; residential home water audits and annual reports on conservation status; outdoor incentives including drought resistant landscapes; irrigation certification; car wash certification; and other incentives for innovative water conservation programs.

9. Dredging South Fork Rivanna Reservoir. The City and ACSA agree to carry out a maintenance dredging project at the South Fork Reservoir to "target dredge" for Part I (segments 1, 2, 3 as identified in the HDR Engineering Inc. dredging study dated February 17, 2010). This dredging project will be outside the DEQ VWP Permit No. 06-1574. The specific details of the dredging project will be determined by the Board of Directors of RWSA taking into account the City and ACSA's desire that it be market driven, cost effective and opportunistic. The City and ACSA shall share equally the cost and related debt service charges of this dredging, up to a maximum project cost (excluding debt service charges) of \$3.5 million. This dredging is a joint maintenance project. RWSA shall issue a Request for Proposals as the next step in implementation.

10. Value of the Ragged Mountain Property. The City and ACSA agree that the value of the City property required for construction of the New Ragged Mountain Dam and which will be inundated by the expansion of the Ragged Mountain Reservoir at the Initial Pool Level and the Additional Pool Level (as those terms are defined in Paragraph 1(a) of the Project Agreement) is

\$765,000.00, which value shall be paid by ACSA to the City, upon commencement of construction of the New Ragged Mountain Dam.

11. Except as otherwise specifically provided herein, the City and ACSA will continue to pay for routine labor, chemicals, supplies, power, and all other operational costs associated with water production for the Urban Water System on the basis of their percentage volume use as set out in the Four-Party Agreement, as supplemented by (i) Joint Resolution adopted in January 1983 (as such resolution was clarified by Resolution of ACSA dated March 17, 1983, and by Resolution of the City Council dated May 2, 1983, and modified by Joint Resolution adopted in December, 1983), (ii) the Working Agreement; (iii) Agreement dated October 26, 1987, and (iv) the December 1, 2003 Agreement, relating to the operation of RWSA's Urban Water System and the division of RWSA's operational costs between the City and ACSA.

WITNESS the following duly authorized signatures and seals:

[SIGNATURES ON FOLLOWING PAGES]

CITY OF CHARLOTTESVILLE

By: \_\_\_\_\_  
Mayor

COMMONWEALTH OF VIRGINIA  
CITY/COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_, by Satyendra S. Huja, Mayor of the City of  
Charlottesville, Virginia.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

Registration No. \_\_\_\_\_

ALBEMARLE COUNTY SERVICE AUTHORITY

By: \_\_\_\_\_  
Chairman

COMMONWEALTH OF VIRGINIA  
CITY/COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

ID No. \_\_\_\_\_



RIVANNA WATER AND SEWER AUTHORITY

By: \_\_\_\_\_  
Chairman

COMMONWEALTH OF VIRGINIA  
CITY/COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

ID No. \_\_\_\_\_

U35841286.7

\*The following examples assume that 1) baseline allocations have been exceeded in Year XXXX, that 2) the earthen dam has been constructed and \$1 million in debt service charges have been collected, and that 3) the pipeline has been constructed and \$1 million in debt service charges have been collected.

**Initial Agreed-upon Terms:**

	<b>Total Estimated Debt Service Charges (Millions of \$)</b>	<b>ACSA Share (Millions of \$)</b>	<b>City Share (Millions of \$)</b>
Dam Debt Service Charges	\$1.00	85% \$0.85	15% \$0.15
Pipeline Debt Service Charges	\$1.00	80% \$0.80	20% \$0.20
<b>Total Project Debt Service Charges</b>	<b>\$2.00</b>	<b>\$1.65</b>	<b>\$0.35</b>

	<b>MGD</b>	<b>%</b>
Agreed-upon Additional Safe Yield	9.90	100.00%
City	1.98	20.00%
ACSA	7.92	80.00%

**Cost Allocation Formula:**

**{Agreed-upon initial percentage of debt service charges / Agreed-upon initial percentage of new capacity} is equal to (=)**

**(Adjusted percentage of debt service charges / Adjusted percentage of new capacity)**

**Example #1 – the City exceeds baseline amount in Year XXXX:**

If, for example, the City's average daily demand in Year XXXX equals 6.81 mgd, the "true-up" payment will be calculated by multiplying the sum of the debt service charges for the pipeline and the dam by a fraction, the numerator of which shall be equal to the amount by which such party's actual water use, expressed as MGD, exceeds its allocated share of the estimated total safe-yield of the Urban Water System from the project, initially at 6.71 MGD for the City and 11.99 for the ACSA, and the denominator of which shall be the agreed-upon additional safe yield of the Urban Water System from the Project of 9.9 MGD .

$$(6.81 \text{ MGD} - 6.71 \text{ MGD}) / 9.9 \text{ MGD} = 1.01\%$$

$$1.01\% * (20\%/20\%) = 1.01\%$$

\$1 million \* 1.01% = \$10,101 per each million in debt service charges for the pipeline

$$(6.81 \text{ MGD} - 6.71 \text{ MGD}) / 9.9 \text{ MGD} = 1.01\%$$

$$1.01\% * (15\%/20\%) = 0.76\%$$

\$1 million \* 0.76% = \$7,576 per each million in debt service charges for the dam

True-up payment to ACSA:

\$10,101 for the pipeline + \$7,576 for the dam = \$17,677 for the project

The City's new agreed-upon safe yield is 6.81 MGD, their adjusted pipeline cost allocation is 21.01%, and their adjusted dam cost allocation is 15.76%.

The "true-up" is satisfied until there is 1) an increase in the average daily demand, or 2) the baseline cap is reached.

**Example #2 – the ACSA exceeds baseline amount in Year XX:**

If, for example, the ACSA's average daily demand in Year XXXX equals 12.09 mgd, the "true-up" payment will be calculated by multiplying the sum of the debt service charges for the pipeline and the dam by a fraction, the numerator of which shall be equal to the amount by which such party's actual water use, expressed as MGD, exceeds its allocated share of the estimated total safe-yield of the Urban Water System from the project, initially at 11.99 MGD for the City and 11.99 for the ACSA, and the denominator of which shall be the agreed-upon additional safe yield of the Urban Water System from the Project of 9.9 MGD .

$$(12.09 \text{ MGD} - 11.99 \text{ MGD}) / 9.9 \text{ MGD} = 1.01\%$$

$$1.01\% * (80\%/80\%) = 1.01\%$$

\$1 million \* 1.01% = \$10,101 per each million in debt service charges for the pipeline

$$(12.09 \text{ MGD} - 11.99 \text{ MGD}) / 9.9 \text{ MGD} = 1.01\%$$

$$1.01\% * (85\%/80\%) = 1.07\%$$

\$1 million \* 1.07% = \$10,732 per each million in debt service charges for the dam

True-up payment to City:

\$10,101 for the pipeline + \$10,732 for the dam = \$20,833 for the project

The ACSA's new agreed-upon safe yield is 12.09 MGD, their adjusted pipeline cost allocation is 81.01%, and their adjusted dam cost allocation is 86.07%.

The "true-up" is satisfied until there is 1) an increase in the average daily demand, or 2) the baseline cap is reached.

## RESOLUTION

**BE IT RESOLVED** by the Council for the City of Charlottesville, Virginia, that the City Manager is hereby authorized to sign the following document, in form approved by the City Attorney or his designee.

Agreement among the City of Charlottesville, the Albemarle County Service Authority, and the Rivanna Water and Sewer Authority, dated January 1, 2012, for the construction and operation of the new Ragged Mountain Reservoir Dam.

Albemarle County  
TMP # 07500-00-00-00100  
TMP # 04500-00-00-067A0  
TMP # 04500-00-00-069A0

Prepared by:  
McGuireWoods LLP

**EXEMPTED FROM RECORDATION TAXES UNDER  
SECTION 58.1-811.A.3 OF THE  
CODE OF VIRGINIA (1950), AS AMENDED**

**RAGGED MOUNTAIN DAM PROJECT AGREEMENT**

This **RAGGED MOUNTAIN DAM PROJECT AGREEMENT** (this "Agreement") made for purposes of identification this 1st day of January, 2012, by and between the **CITY OF CHARLOTTESVILLE, VIRGINIA**, a municipal corporation (the "City"), Grantor for indexing purposes; the **ALBEMARLE COUNTY SERVICE AUTHORITY**, a public body politic and corporate ("ACSA"), Grantor and Grantee for indexing purposes; and the **RIVANNA WATER AND SEWER AUTHORITY**, a public body politic and corporate ("RWSA"), Grantee for indexing purposes.

**WITNESSETH:**

A. RWSA owns and/or operates facilities for the receipt and treatment of potable water pursuant to the terms of a Four-Party Agreement dated June 12, 1973, among the City, RWSA, ACSA and the Board of Supervisors of Albemarle County (the "Four-Party Agreement") and several supplementary agreements.

B. The facilities operated by RWSA include the Lower and Upper Ragged Mountain Reservoir Dams located on a parcel of land designated as Albemarle County Tax Map 75, Parcel 1, and the South Rivanna Reservoir Dam, located on a parcel of land designated as

Albemarle County Tax Map 45, Parcel 67A, as more particularly described in the Deed referenced in Recital E below.

C. Pursuant to Article IV of the Four-Party Agreement, the City and ACSA have agreed upon a project, not contemplated by their previous agreements, for the construction by RWSA of an earthen dam at the current site of the Ragged Mountain Reservoir to replace the existing dams at the Ragged Mountain Reservoir and increase the pool elevation of the existing Ragged Mountain Reservoir. The new earthen dam will increase the safe yield of the urban water system consisting of all water-related facilities within or serving the City of Charlottesville and the urban growth area of Albemarle County surrounding the City of Charlottesville and includes the areas served by public community water supply from the South Fork Rivanna Water Treatment Plant, the Observatory Water Treatment Plant, and the North Fork Rivanna Water Treatment Plant, as well as all reservoirs, dams, pipelines, pumping stations, storage tanks and other appurtenances connected to water plants and operated by RWSA (the “Urban Water System”).

D. ACSA and the City have reached an agreement concerning the sharing of costs for construction of the new earthen dam and related improvements and the amount of compensation for the increased area required to construct the dam and which will be inundated by the reservoir pool supported by the new dam, all as more particularly set forth in the Water Cost Allocation Agreement, dated January 1, 2012 (the “Cost Allocation Agreement”).

E. ACSA, the City and RWSA desire to set forth their understandings with respect to the construction of the dam and improvements in phases and the rights of RWSA to build the dam and related improvements upon the land where the existing Ragged Mountain Reservoir is located, which land is owned by the City subject to certain rights conveyed by the City to RWSA

pursuant to the Four-Party Agreement as set forth in the Deed and Bill of Sale dated June 13, 1983, recorded in the Clerk's Office of the City of Charlottesville in Deed Book 438 at page 854 and in the Clerk's Office of the County of Albemarle in Deed Book 768 at page 277 (the "Deed").

NOW, THEREFORE, for and in consideration of the premises, the cost allocations and other expense reimbursements set forth in the Cost Allocation Agreement, and other good and valuable consideration, the receipt of all of which is hereby acknowledged, the City, ACSA and RWSA agree as follows:

#### AGREEMENT

1. Specification of the Project. Pursuant to Article IV of the Four-Party Agreement, ACSA and the City agree to and direct RWSA, and RWSA agrees, to proceed to construct and perform the following (hereinafter referred to as the "Project"):

(a) New earthen dam on the site of and downstream of the existing Lower and Upper Ragged Mountain Dams sufficient to impound and raise the existing maximum normal operating reservoir pool level (641' above mean sea level) an additional forty-two feet (42') (683' above mean sea level) utilizing soil from certain borrow areas on the site to the extent feasible (the "New Ragged Mountain Dam"); provided, however, that until satisfaction of the conditions set forth in Paragraph 3 below, the normal operating reservoir pool level shall be limited to an additional thirty feet (30') (671' above mean sea level) above the existing normal operating reservoir pool level (the "Initial Pool Level"), and only upon satisfaction of such conditions shall the normal operating reservoir pool level be raised an additional twelve feet (12') above the Initial Pool Level (the "Additional Pool Level").

- (b) Separate rock-lined spillway for the New Ragged Mountain Dam.
- (c) Intake tower for the New Ragged Mountain Dam, with intake gates and a normal spillway at heights necessary to support the Initial Pool Level, constructed in such a manner as to allow the operation of an additional intake gate and spillway to support the Additional Pool Level upon satisfaction of the conditions set forth in Paragraph 3 of this Agreement.
- (d) A proposed pipeline, including tunnel, pumping facilities and related infrastructure, connecting the reservoir formed by the New Ragged Mountain Dam (such reservoir, including any expansion as provided in Paragraph 3 of this Agreement, hereinafter referred to as the “Ragged Mountain Reservoir”) to the existing South Rivanna Reservoir and connecting to an existing pipeline serving the Observatory Water Treatment Plant (such pipeline, tunnel, pumping facilities and related infrastructure hereinafter referred to as the “SRR-RMR Pipeline”).
- (e) A floating pedestrian trail bridge and spill boom across the Ragged Mountain Reservoir to be located north of Interstate 64 with truck access to construct and maintain such improvements, including periodic removal of debris from the spill boom (hereinafter referred to as the “Floating Bridge and Spill Boom”).
- (f) Removal of trees and other vegetation in the areas necessary to construct the improvements described in clauses (a) through (e) above and in the area which will be inundated by the Initial Pool Level and, upon satisfaction of the conditions set forth in Paragraph 3 of this Agreement, in the area which will be inundated by the Additional Pool Level.
- (g) Breach of the existing Lower and Upper Ragged Mountain Dams.

(h) Other construction and work necessary or desirable for the purposes set forth in this Agreement to construct and complete the improvements or to satisfy federal, state or local regulations applicable to the activities described in clauses (a) through (g) above, including all mitigation and restoration required by such permits.

The portion of the Project to be constructed on the Ragged Mountain Reservoir site shall be located substantially as shown on the “Land Use Map for the New Ragged Mountain Dam”, prepared by Schnabel Engineering dated July 19, 2011, Sheets 1 – 7, a copy of which is attached hereto and recorded herewith, with the exception of the Floating Bridge and Spill Boom, which shall be constructed in coordination with the City’s design and development of a trail system within the Ragged Mountain Reservoir site. RWSA shall be responsible for all aspects of the design, right-of-way and easement acquisition, and construction of the Project. RWSA shall require and verify that all individuals and entities under contract with RWSA to perform construction activities pursuant to this Agreement on any property owned by the City of Charlottesville agree to indemnify and hold harmless the City and its officers, officials and employees, and to include the City of Charlottesville as an additional insured on any applicable general liability insurance policies.

2. Confirmation and Grant of Water Rights, Leases, Easements and Rights of Access for the Project. Pursuant to Section 6.1 of the Four Party Agreement RWSA is the sole producer and seller of potable water to the City and ACSA. Further, pursuant to Section 3.2(c) of the Four-Party Agreement and Paragraph V of the Deed, the City leased to RWSA, for so long as the Four-Party Agreement remains in effect, “all water rights in and to....the two Ragged Mountain Reservoirs and the South Rivanna Reservoir, including the rights to maintain and operate all impoundment and pumping facilities, and to withdraw all water that may be available.” To the



extent not already provided in the Four-Party Agreement, the City hereby leases to RWSA, for so long as the Four-Party Agreement remains in effect, but not to exceed forty (40) years from the date hereof, all water rights in and to the Ragged Mountain Reservoir, including the rights to maintain and operate all impoundment and pumping facilities, and to withdraw all water that may be available, all as provided in Article V of the Four Party Agreement. The City further grants to RWSA a temporary construction easement and right of access necessary to construct, and install the Project to inundate and support a reservoir pool to the Initial Pool Level and, subject to satisfaction of the conditions set forth in Paragraph 3 of this Agreement, to increase the normal operating reservoir pool to the Additional Pool Level and to construct that portion of the SRR-RMR Pipeline to be constructed on the Ragged Mountain Reservoir site and the South Rivanna Reservoir site.

The City further leases to RWSA, commencing upon the date RWSA begins construction of the SRR-RMR Pipeline and continuing for so long as the Four-Party Agreement remains in effect, but not to exceed a period of forty (40) years from the commencement date, the parcel of land adjacent to the South Rivanna Reservoir consisting of approximately 5.45 acres, more or less, designated in the Albemarle County land records as Tax Map 45, Parcel 69A, and more particularly described in Exhibit A attached hereto and recorded herewith to construct, install, operate, maintain, repair, replace, relocate and extend that portion of the SRR-RMR Pipeline to be located in and adjacent to the South Rivanna Reservoir.

3. Increase to Additional Pool Level. RWSA shall perform bathymetric surveys of the South Rivanna Reservoir and current water demand analyses and water demand projections in accordance with, and at intervals governed by, approved state and federal permits and the Commonwealth of Virginia's Local and Regional Water Supply Planning regulations (9VAC 25-

780), but at least every ten (10) years after the date of this Agreement, with the first such survey to be performed not later than the year 2020. RWSA shall update the analysis of safe yield of the Urban Water System following each new bathymetric survey of the South Rivanna Reservoir performed after the date of this Agreement using the latest available data on useable storage in the South Rivanna Reservoir, the Ragged Mountain Reservoir, and the Sugar Hollow Reservoir. All such bathymetric surveys, water demand projections and safe yield analyses will be performed by an outside consultant selected by RWSA. The method for determining safe yield shall be as set forth in the regulations of the Virginia Department of Health. At any such time that (i) the actual Urban Area water demand (measured as combined flow of treated water entering the Urban Water System from water treatment plants) as an average daily demand over a trailing twelve (12) consecutive month period or (ii) the average daily demand over a period of twelve (12) consecutive months projected out ten (10) years reaches eighty-five percent (85%) or more of the safe yield determined from the most recent safe yield analysis, RWSA, upon the written request of ACSA or the City and without further authorization or approval from the other party, shall modify the intake towers and remove trees and other vegetation necessary to allow the New Ragged Mountain Dam to impound and support a reservoir pool to the Additional Pool Level, and shall raise the reservoir pool to the Additional Pool Level.

4. Permits. The City, as the landowner of record of the parcels referenced in Recital B and Paragraph 2 above hereby authorize RWSA to apply for and secure all permits and approvals necessary for or mandated by the Project and the Project's expansion pursuant to Paragraph 3 of this Agreement.

5. Dredging. Pursuant to Article IV of the Four-Party Agreement, the City and ACSA agree to and direct RWSA, and RWSA agrees, to perform such dredging projects at the

South Rivanna Reservoir as may be specified jointly by the City and ACSA pursuant to the Water Cost Allocation Agreement.

6. Miscellaneous. In the event any one or more of the terms or provisions contained in this Agreement should be held invalid or unenforceable in any respect, the validity and enforceability of the remaining terms and provisions will not in any way be affected or impaired. Any invalid or unenforceable term or provision will be deemed to be void and of no force and effect only to the minimum extent necessary to cause such term or provision to become valid and enforceable, and the balance of this Agreement will be fully enforceable.

**IN WITNESS WHEREOF**, the duly authorized officers of the City of Charlottesville, Virginia, the Albemarle County Service Authority and the Rivanna Water and Sewer Authority have executed this Agreement as of the date first above written.

[SIGNATURES ON FOLLOWING PAGE]

**CITY OF CHARLOTTESVILLE, VIRGINIA**

**APPROVED AS TO FORM:**

By: \_\_\_\_\_ (SEAL)  
Maurice Jones, City Manager

\_\_\_\_\_  
Craig Brown, City Attorney

COMMONWEALTH OF VIRGINIA  
CITY OF CHARLOTTESVILLE, to wit:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Maurice Jones as City Manager of the City of Charlottesville, Virginia.

\_\_\_\_\_  
Notary Public

Registration No.: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**ALBEMARLE COUNTY SERVICE AUTHORITY**

By: \_\_\_\_\_ (SEAL)

Gary B. O'Connell, Executive Director

COMMONWEALTH OF VIRGINIA

COUNTY OF ALBEMARLE, to wit:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by Gary B. O'Connell as Executive Director of the Albemarle County Service Authority.

\_\_\_\_\_  
Notary Public

Registration No.: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**RIVANNA WATER AND SEWER AUTHORITY**

By: \_\_\_\_\_ (SEAL)

Thomas L. Frederick, Jr., Executive Director

COMMONWEALTH OF VIRGINIA

COUNTY OF ALBEMARLE, to wit:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by Thomas L. Frederick, Jr. as Executive Director of the Rivanna Water and Sewer Authority.

\_\_\_\_\_

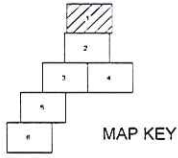
Notary Public

Registration No.: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



# 1



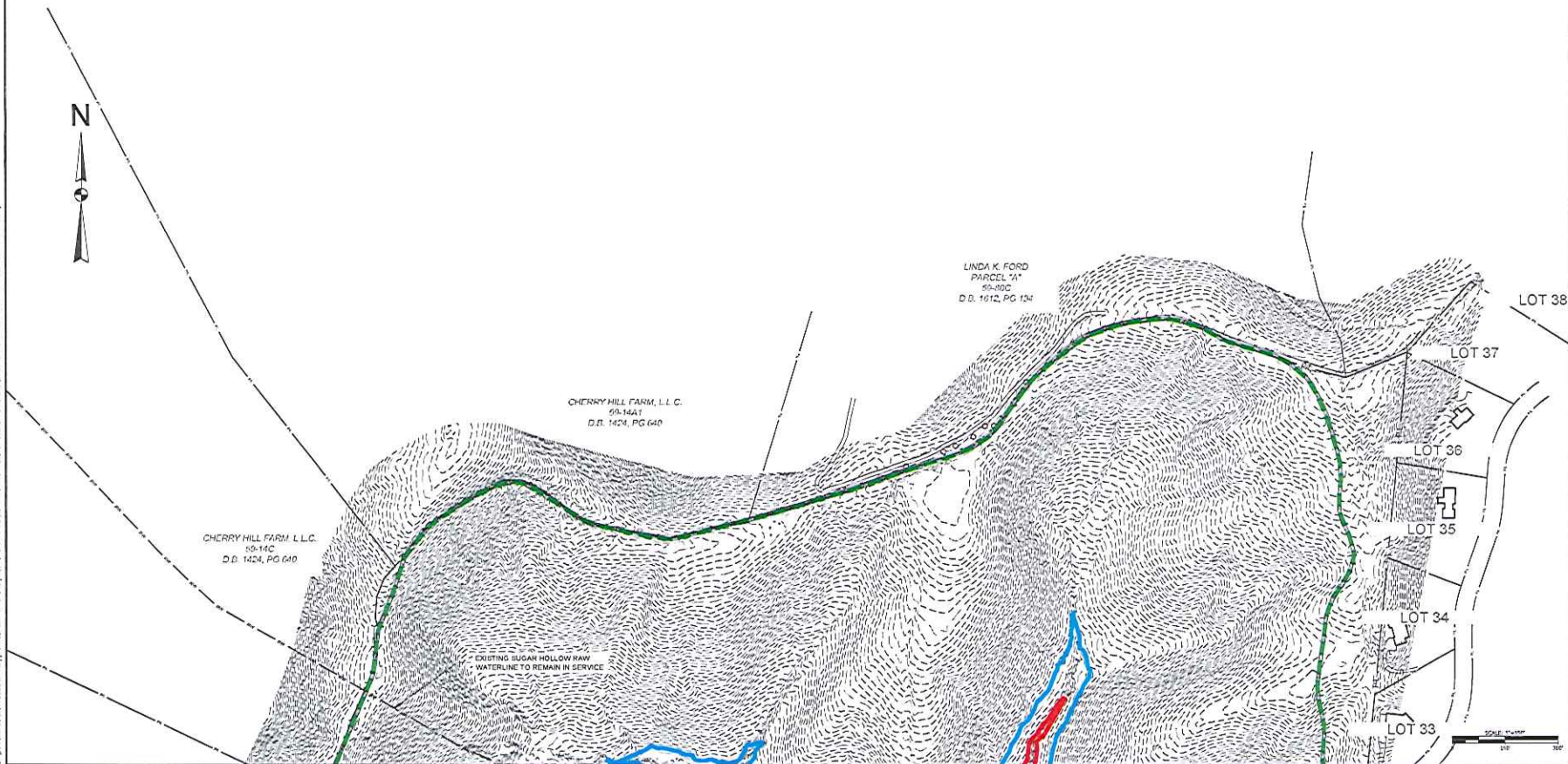
MAP KEY

NOTE

ALL AREAS THAT ARE BELOW PROPOSED NORMAL POOL ELEVATION AND 0 FT SHALL BE AVAILABLE FOR USE BY RWSA AND RWSA'S CONTRACTORS DURING NEW DAM CONSTRUCTION, FUTURE DAM MAINT CONSTRUCTION, AND FOR ALL DAM OPERATION AND MAINTENANCE PURPOSES



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REVISIONS BY: [ ] DATE: [ ]	
DRAWN BY: [ ]	
CHECKED BY: [ ]	
DESIGNED BY: [ ]	
PROJECT: RANDALL P. BASS	
DATE: [ ]	
VIRGINIA PROFESSIONAL ENGINEER LICENSE: 44718	
NO CLAIMS TO BE MADE BY ANY PARTY FOR ANY LOSS OR DAMAGE TO ANY PROPERTY OR PERSONS ARISING FROM THE USE OF THIS DRAWING.	
 <b>Schnabel ENGINEERING</b> 6500 Old Farm Road, Suite 100, Charlottesville, VA 22904 Phone: 773-333-0037 Fax: 773-333-0037 schnabeleng.com	
NEW RAGGED MOUNTAIN DAM RIVANNA WATER & SEWER AUTHORITY ALBEMARLE COUNTY, VIRGINIA	
LAND USE MAP	
	
PROJECT: RW170006-01	DATE: 07-10-2011
DRAWING	
SHEET 2 OF 7	



# 2

MAP KEY



CHERRY HILL FARM, L.L.C.  
59-142  
D.R. 1424, PG 640

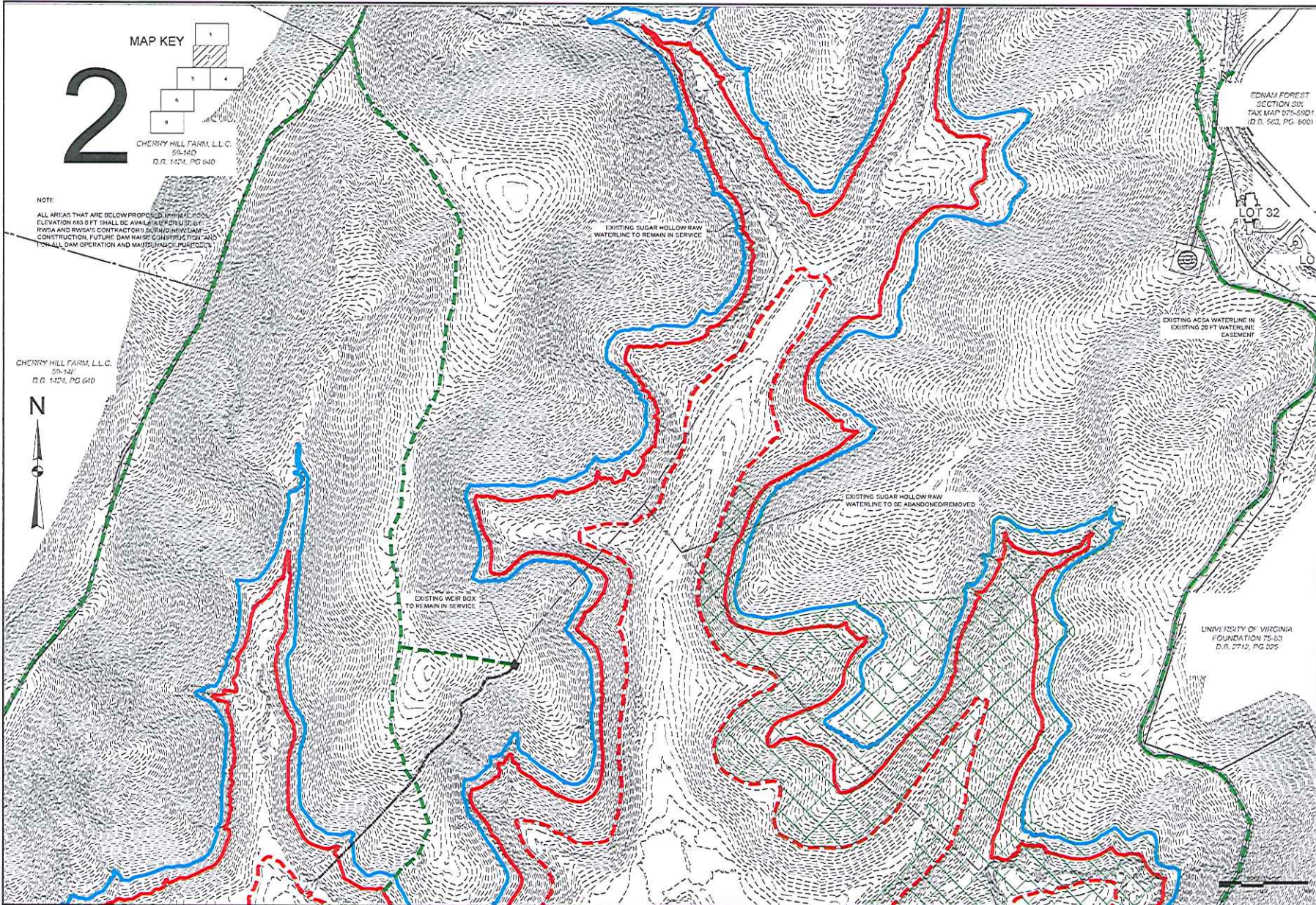
NOTE:

ALL AREAS THAT ARE BELOW PROPOSED DAM POOL ELEVATION AND 8 FT SHALL BE AVAILABLE FOR USE BY RIVA AND RIVA'S CONTRACTORS BUILDING DAM CONSTRUCTION, FUTURE DAM RAISE CONSTRUCTION, AND FOR ALL DAM OPERATION AND MAINTENANCE PURPOSES.

CHERRY HILL FARM, L.L.C.  
59-142  
D.R. 1424, PG 640



DATE PLOTTED: 07/19/2011 10:58:00 AM; PLOTTER: HP DesignJet 2450; PLOT SCALE: 1"=100'; PLOT SHEET: 3 OF 7



EDNAM FOREST  
SECTION 204  
TAX MAP 075-63D1  
(D.D. 552, PG. 800)

LOT 32

EXISTING ACVA WATERLINE IN EXISTING 26 FT WATERLINE CASEMENT

EXISTING SUGAR HOLLOW RAW WATERLINE TO BE ABANDONED/REMOVED

EXISTING WEIR BOX TO REMAIN IN SERVICE

UNIVERSITY OF VIRGINIA  
FOUNDATION 75-53  
D.R. 2712, PG 325

DESIGNED BY	DATE	BY	DATE
DRWN BY	DATE	BY	DATE
CHECKED BY	DATE	BY	DATE
PROJECT	05170056.01	DATE	07-19-2011
DRAWING			
SHEET	3 OF 7		

NEW RAGGED MOUNTAIN DAM  
RIVANNA WATER & SEWER AUTHORITY  
ALBEMARLE COUNTY, VIRGINIA

LAND USE MAP

PROJECT: 05170056.01  
DATE: 07-19-2011  
DRAWING: SHEET 3 OF 7

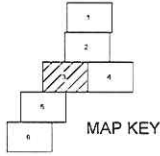
**Schnabel**  
ENGINEERING

6445 Southwood Court, Raleigh, NC 27616  
Phone: 770-331-5001 Fax: 770-331-5007  
schnabel-eng.com

REGISTERED PROFESSIONAL ENGINEER  
RANDALL P. BASS  
STATE OF VIRGINIA LICENSE NO. 44778  
DATE: 02/07/2010



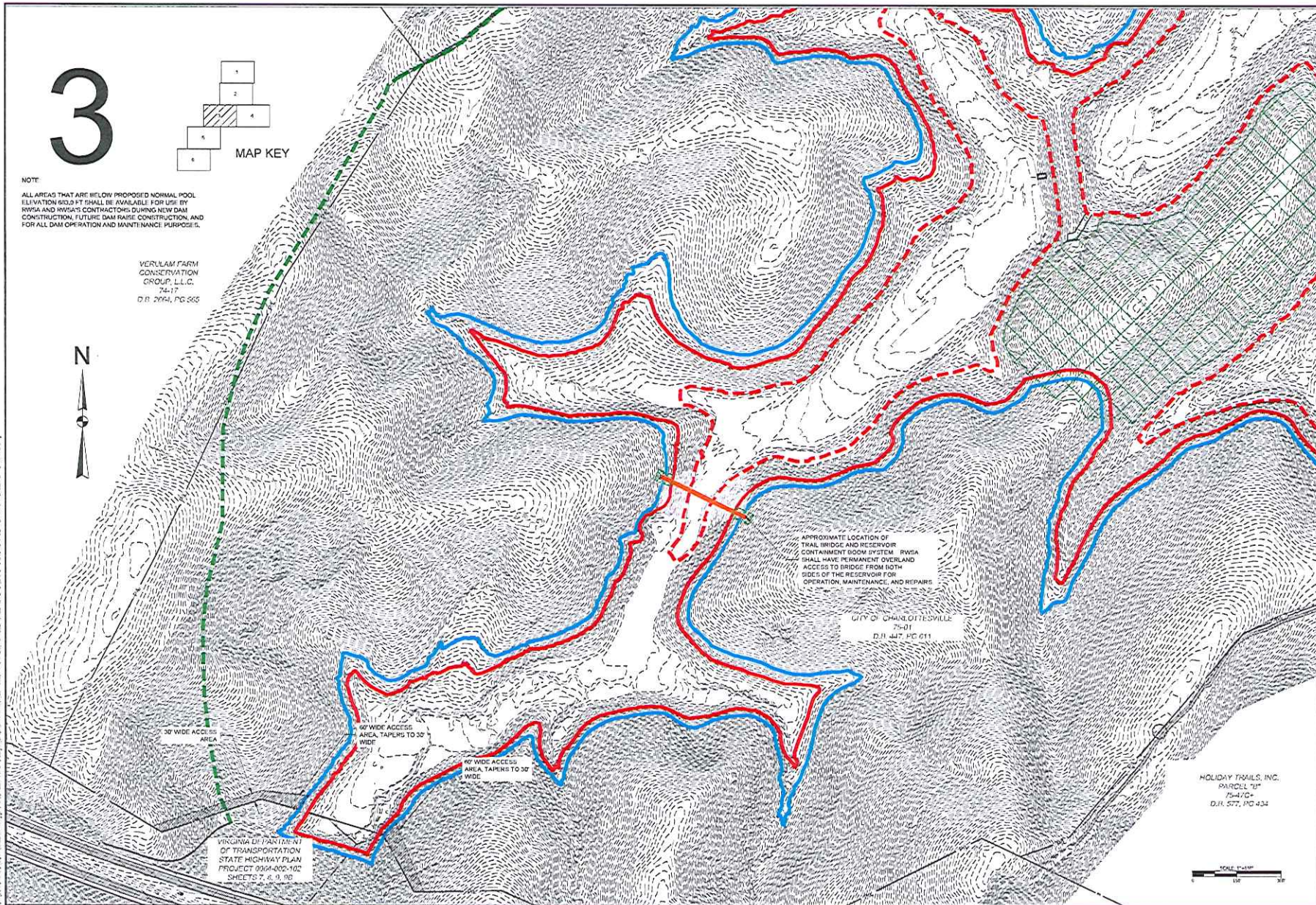
# 3



**NOTE:**

ALL AREAS THAT ARE BELOW PROPOSED NORMAL POOL ELEVATION 403.0 FT SHALL BE AVAILABLE FOR USE BY RWASA AND RWASA'S CONTRACTORS DURING NEW DAM CONSTRUCTION, FUTURE DAM RAISE CONSTRUCTION, AND FOR ALL DAM OPERATION AND MAINTENANCE PURPOSES.

VERLUM FARM  
CONSERVATION  
GROUP, L.L.C.  
74-17  
D.H. 2004, PG 605



APPROXIMATE LOCATION OF TRAIL BRIDGE AND RESERVOIR CONTAINMENT BOOM SYSTEM. RWASA SHALL HAVE PERMANENT OVERLAND ACCESS TO BRIDGE FROM BOTH SIDES OF THE RESERVOIR FOR OPERATION, MAINTENANCE, AND REPAIRS.

CITY OF CHANDLERVILLE  
75-01  
D.H. 447, PG 611

30' WIDE ACCESS AREA

60' WIDE ACCESS AREA, TAPERING TO 30' WIDE

60' WIDE ACCESS AREA, TAPERING TO 30' WIDE

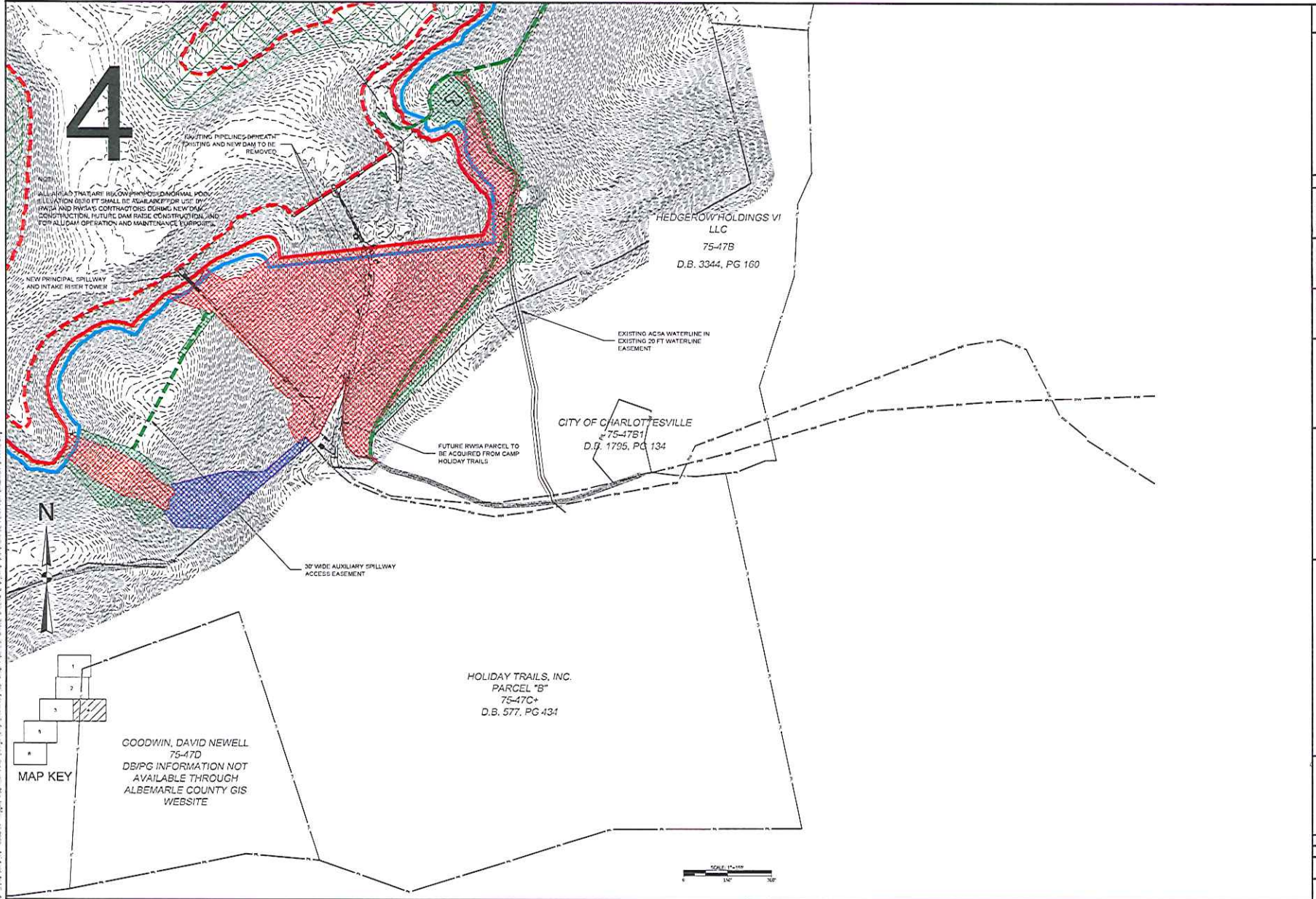
VIRGINIA DEPARTMENT OF TRANSPORTATION  
STATE HIGHWAY PLAN  
PROJECT 0904-005-102  
SHEETS 2 OF 9 (08)

HOLIDAY TRAILS, INC.  
RANDALL 751  
75-47-C  
D.H. 577, PG 434



REVISION BY: [ ]	DATE: [ ]
BY: [ ]	DATE: [ ]
DESIGNED BY: [ ]	DATE: [ ]
RANDALL P. BASS	
RWASA PROFESSIONAL ENGINEER LICENSE: 65771	
 NEW BRIDGE TO BE CONSTRUCTED TO BE LOCATED AT THE APPROXIMATE LOCATION OF THE TRAIL BRIDGE.	
 6425 S.W. Road 5441, Austin, TX 78745 Phone: 772-333-8818 Fax: 772-333-8837 schnabel-eng.com	
<b>NEW RAGGED MOUNTAIN DAM</b> <b>RVAWANA WATER &amp; SEWER AUTHORITY</b> <b>ALBEMARLE COUNTY, VIRGINIA</b>	
LAND USE MAP	
PROJECT: 091700M-01	
DATE: 07-19-2011	
DRAWING	
SHEET	
4 OF 7	






DESIGNED BY:	DATE:
DRAWN BY:	ISSUED PROFESSIONAL ENGINEER NUMBER: 04873
CHECKED BY:	
IN CHARGE:	
<b>RANDALL P. BASS</b>	



**Schnabel**  
ENGINEERING

REGISTERED PROFESSIONAL ENGINEERS  
AND ARCHITECTS  
IN THE STATE OF VIRGINIA

MEMBER SINCE 1934  
No. VA 12034  
P.O. Box 1735, 380017th St. 22033-1735  
schnebel-eng.com

**NEW RAGGED MOUNTAIN DAM**  
RIVANNA WATER & SEWER AUTHORITY  
ALBEMARLE COUNTY, VIRGINIA

LAND USE MAP



PROJECT:	0917003A 01
DATE:	07-19-2011
DRAWING:	
SHEET:	5 OF 7

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# 6

APPROXIMATE LOCATION  
OF EXISTING LOGGING ROAD TO BE  
REHABILITATED AND USED FOR CONSTRUCTION  
AND PERMANENT ACCESS TO THE  
EXPANDED RESERVOIR FACILITIES  
ON THE SOUTH SIDE OF 144

NF  
THE NATURE  
CONSERVANCY  
TAX MAP 075-00-00-002C  
(D.B. 3346, PG. 468)

NOTE  
ALL AREAS THAT ARE BELOW PROPOSED NORMAL POOL  
ELEVATION 680.0 FT SHALL BE AVAILABLE FOR USE BY  
HYVA AND HYVA'S CONTRACTORS DURING NEW DAM  
CONSTRUCTION, FUTURE DAM RAISE CONSTRUCTION, AND  
FOR ALL DAM OPERATION AND MAINTENANCE PURPOSES.

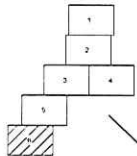
NF  
COLEMAN, FRANK C &  
TAMMY H BARBER  
TAX MAP 074-00-00-002  
(D.B. 130, PG. 38)

CITY OF CHARLOTTESVILLE  
75-01  
D.B. 447, PG. 011

NF  
THE NATURE  
CONSERVANCY  
TAX MAP 075-00-00-002D  
TRACT B  
(D.B. 3357, PG. 298)  
(D.B. 3291, PG. 002 - PLAT)  
(D.B. 535, PG. 368)

NF  
FRANCES R. JOSEPH  
TAX MAP 075-00-00-002H  
(D.B. 729, PG. 229)

NF  
HIDDELOW HOLDING II,  
LLC  
TRACT A  
TAX MAP 076-00-00-002  
(D.B. 3057, PG. 288)  
(D.B. 3291, PG. 662 - PLAT)



DATE		DECEDED BY: DATE OWNER BY: DATE <b>RANDALL P. BASS</b> VIRGINIA PROFESSIONAL ENGINEER NUMBER: 04878
DESIGNED BY:	DATE	
DRAWN BY:	DATE	
PREPARED BY: DATE TITLE:		
VIRGINIA PROFESSIONAL ENGINEER NUMBER: 04878		
<b>Schnabel ENGINEERING</b> 6460 SOUTH STATE STREET, SUITE 405, RICHMOND, VA 23260 PHONE: 703-333-1122 FAX: 703-333-0031 <a href="http://www.schnabel-eng.com">schnabel-eng.com</a>		
NEW RAGGED MOUNTAIN DAM RIVANNA WATER & SEWER AUTHORITY ALBEMARLE COUNTY, VIRGINIA		
PROJECT: 06170036 03 DATE: 07-19-2011 DRAWING:		
LAND USE MAP		
SHEET <b>7 OF 7</b>		



S:\2011\07-19-2011\06170036\DWG\06170036-03.dwg PLOT DATE: 07/19/2011 10:00:00 AM



## **RESOLUTION**

### **Calling on Congress to Redirect Military Spending to Domestic Priorities**

WHEREAS, the severity of the ongoing economic crisis has created budget shortfalls at all levels of government and requires us to re-examine our national spending priorities; and

WHEREAS, every dollar spent on the military produces fewer jobs than spending the same dollar on education, healthcare, clean energy, or even tax cuts for household consumption; and

WHEREAS, U.S. military spending has approximately doubled in the past decade, in real dollars and as a percentage of federal discretionary spending, and well over half of federal discretionary spending is now spent on the military, and we are spending more money on the military now than during the Cold War, the Vietnam War, or the Korean War; and

WHEREAS, the U.S. military budget could be cut by 80% and remain the largest in the world; and

WHEREAS, the National Commission on Fiscal Responsibility and Reform proposed major reductions in military spending in both its Co-Chairs' proposal in November 2010 and its final report in December 2010; and

WHEREAS, the U.S. Conference of Mayors, with the support of Charlottesville's then Mayor Dave Norris, passed a resolution in June 2011 calling on Congress to redirect spending to domestic priorities; and

WHEREAS, the people of the United States, in numerous opinion polls, favor redirecting spending to domestic priorities and withdrawing the U.S. military from Afghanistan; and

WHEREAS, the United States has armed forces stationed at approximately 1,000 foreign bases in approximately 150 foreign countries; and

WHEREAS, the United States is the wealthiest nation on earth but trails many other nations in life expectancy, infant mortality, education level, housing, and environmental sustainability, as well as non-military aid to foreign nations;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of Charlottesville, Virginia, calls on the U.S. Congress to end foreign ground and drone wars, refrain from entering new military ventures in Iran, and reduce base military spending in order to meet vital human needs, promote job creation, re-train and re-employ those losing jobs in the process of conversion to non-military industries, rebuild our infrastructure, aid municipal and state governments, and develop a new economy based upon renewable, sustainable energy.