

THIS AGREEMENT, made as of the 12th day of June, 1973, *Bob Little*

by and between the CITY OF CHARLOTTESVILLE, a municipal corporation (the City), ALBEMARLE COUNTY SERVICE AUTHORITY, a public body politic and corporate duly created pursuant to the Virginia Water and Sewer Authorities Act (the Service Authority), the BOARD OF COUNTY SUPERVISORS OF ALBEMARLE COUNTY, acting for and on behalf of Albemarle County (the County), and RIVANNA WATER AND SEWER AUTHORITY, a public body politic and corporate duly created pursuant to the Virginia Water and Sewer Authorities Act (Rivanna), provides that:

WHEREAS, the City owns and operates water supply and wastewater treatment facilities which furnish water and provide wastewater treatment for all of the City and certain outlying areas in the County, and the County, acting through the Service Authority, owns and operates water supply and wastewater treatment facilities which furnish water and provide wastewater treatment for certain areas in the County; and

WHEREAS, in the interest of efficient water quality management for the upper Rivanna River Basin, the City and the County caused Rivanna to be formed on June 7, 1972, for the purpose of acquiring, financing, constructing and maintaining facilities for developing a supply of potable water for the City and the County and for the abatement of pollution resulting from sewage in the upper Rivanna River Basin; and

WHEREAS, the parties desire to enter into this Agreement to provide for the acquisition of certain existing facilities, the construction of new facilities and the financing, operation

and maintenance of all such facilities and recognize that this Agreement will be used to facilitate the obtaining of interim financing and the issuance of revenue bonds by Rivanna to finance a portion of the cost of such acquisition and construction;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

ARTICLE I

Definitions and Warranties

Section 1.1. Definitions. The following words as used in this Agreement shall have the following meanings:

"Act" shall mean the Virginia Water and Sewer Authorities Act (Chapter 28, Title 15.1, Code of Virginia of 1950, as amended).

"Bonds" shall mean the revenue bonds issued by Rivanna to obtain funds, together with other available funds, to pay the cost of the Project and shall include any notes or other obligations issued for such purpose.

"City" shall mean the City of Charlottesville, a municipal corporation of the Commonwealth of Virginia.

"Cost", when used with respect to the Project, shall have the meaning specified in Sections 15.1-1240(m) and (n) of the Act.

"County" shall mean Albemarle County, a county of the Commonwealth of Virginia, and shall include the Board of County Supervisors as its governing body.

"Points of Delivery" shall mean such points as Rivanna may establish from time to time for delivery of treated water to or receipt of wastewater from the City and the Service Authority.

"Political Subdivisions" shall mean the City, the Service Authority and the County.

"Project" shall mean the facilities to be acquired by Rivanna pursuant to Article III, whether by purchase, lease or otherwise, and the facilities to be provided by Rivanna pursuant to Article IV, as the same may from time to time exist.

"Rivanna" shall mean Rivanna Water and Sewer Authority, a public body politic and corporate duly created pursuant to the Act.

"Service Authority" shall mean Albemarle County Public Service Authority, a public body politic and corporate duly created pursuant to the Act.

"Trustee" shall mean the trustee under the resolution or indenture authorizing or securing the Bonds.

Section 1.2. Representations and Warranties. Each of the parties represents and warrants that it has full power and authority to enter into and perform this Agreement.

ARTICLE II

Term of Agreement

Section 2.1. Initial Term. This Agreement shall be in full force and effect from the date of its execution **until June 30, 2012,** provided, however, that if on such date the Bonds have not been paid or provision made for their payment the term

of this Agreement shall continue until the Bonds shall have been paid or provision made for their payment.

Section 2.2. Continuation of Agreement. This Agreement shall continue in effect beyond June 30, 2012 (or such later date as provided above), until terminated by the City, the Service Authority, the County or Rivanna. No such termination shall become effective until two years after written notice thereof shall have been given to each of the other parties hereto.

ARTICLE III

Acquisition of Existing Facilities

Section 3.1. Agreement to Acquire. Rivanna agrees to acquire and the Political Subdivisions agree to sell, lease or otherwise make available to Rivanna the water impoundment, production, transmission and storage facilities and the wastewater interception and treatment facilities set forth herein upon the terms and conditions set forth herein.

Section 3.2. City Facilities - Water. (a) The City will sell and Rivanna will purchase the water production, transmission and storage facilities described on Exhibit 1 attached hereto. Pending the consummation of such sale and purchase, the City will lease such facilities to Rivanna.

(b) The City will assign and Rivanna will accept the City's rights under a ground lease between the City and the University of Virginia dated April 18, 1922, whereby the University of Virginia leases to the City the site on which is located the City's Observatory Mountain Filtration Plant; provided, however, that the City will continue to furnish water to the

University of Virginia pursuant to such ground lease as may be in effect from time to time. The City will sell and Rivanna will purchase the facilities other than land constituting the Observatory Mountain Filtration Plant located on such site. Pending the consummation of such sale and purchase, the City will lease such facilities to Rivanna.

(c) The City will lease to Rivanna for the term of this Agreement all water rights in and to the Sugar Hollow Reservoir, the two Ragged Mountain Reservoirs and the South Rivanna Reservoir, which rights shall be the right to maintain and operate all impoundment and pumping facilities, and the right to withdraw all water that may be available. Rivanna will undertake to maintain all dams and other facilities at such reservoirs for the production of water but will not be required to maintain areas at such reservoirs used for municipal purposes.

Section 3.3. City Facilities - Wastewater. (a) The City will sell and Rivanna will purchase the wastewater interception and treatment facilities described on Exhibit 2 attached hereto. Pending the consummation of such sale and purchase, the City will lease such facilities to Rivanna.

(b) The City will lease to Rivanna the Riverside Pump Station and the Meadow Creek Wastewater Treatment Plant until Rivanna has placed its proposed advanced wastewater treatment plant into operation.

Section 3.4. Service Authority Facilities - Water.
(a) The Service Authority will sell and Rivanna will purchase the water production, transmission and storage facilities

described on Exhibit 3 attached hereto. Pending the consummation of such sale and purchase, the Service Authority will lease such facilities to Rivanna.

(b) The Service Authority will assign and Rivanna will accept the Service Authority's rights under agreement with the County to use the wells, pumps and other facilities at Mint Springs.

(c) The Service Authority will lease to Rivanna the wells, pumps and other facilities at Flordon, Jefferson Village, Colthurst and West Leigh for so long as any of them may be needed by Rivanna.

(d) The Service Authority will assign and Rivanna will accept the Service Authority's rights under leases between the County and the Service Authority or such other rights as the Service Authority may have to the Beaver Creek Reservoir and the Totier Creek Reservoir.

(e) The County will join in each such sale or lease to the extent of its interest, if any, in any of such facilities.

Section 3.5. Service Authority Facilities - Wastewater.

(a) The Service Authority will sell and Rivanna will purchase the wastewater interception and treatment facilities described on Exhibit 4 attached hereto. Pending the consummation of such sale and purchase, the Service Authority will lease such facilities to Rivanna.

(b) The Service Authority will lease to Rivanna the Brownsville School, Berkeley and Woodbrook wastewater treatment facilities for so long as any of them may be needed by Rivanna.

Section 3.6. Consummation of Sales and Purchases. The sale and purchase of each of the facilities enumerated in Sections 3.2 through 3.5, inclusive, shall be consummated ten years from the date of this Agreement or at such later time as the debts, if any, of the City or the Service Authority, as the case may be, attributable to any of such facilities shall have been paid or provision made for their payment. It is intended that the purchase and sale of each facility shall be closed promptly upon the satisfaction of the conditions hereinabove stated. At each closing Rivanna shall pay the purchase price as determined pursuant to Section 3.7 and the City, the Service Authority or the County, as the case may be, shall deliver:

(a) a good and sufficient deed or deeds in form reasonably satisfactory to Rivanna conveying to Rivanna, with special warranty, fee simple title to all real estate constituting a part of such facilities;

(b) an assignment or assignments in form reasonably satisfactory to Rivanna assigning to Rivanna all other interests in real estate constituting a part of such facilities;

(c) a bill or bills of sale in form reasonably satisfactory to Rivanna conveying to Rivanna all tangible personal property constituting a part of such facilities;

(d) all engineering data and other records relating to such facilities; and

(e) such other documents transferring title of any part of such facilities from the City, the Service Authority or the County, as the case may be, to Rivanna which Rivanna may reasonably determine to be necessary or desirable.

Section 3.7. Purchase Price. The sale and purchase price of the facilities shall be their fair value as of the date of this Agreement as determined by Paul B. Krebs and Associates and McNair and Associates, consulting engineers, less such amounts as may be paid to the City or the Service Authority, as the case may be, pursuant to Section 3.8 on account of debt retirement. If such consulting engineers are unable to agree on the fair value of any of such facilities within one year from the date of this Agreement, the two consulting engineers shall select a third consulting engineer, and the decision of two of the three consulting engineers shall be binding. All expenses of determining such fair values shall be divided equally between the City, the Service Authority and Rivanna. The parties recognize that payment of such purchase price by Rivanna will be made either from excess operating revenues or from borrowed funds and that the use of funds from either source may be limited by the resolution or indenture authorizing and securing the Bonds. If payment for any facilities is not made when the same is due and payable, the unpaid purchase price shall bear interest from such due date at the rate of 6% per year until paid.

Section 3.8. Lease of Facilities. As consideration for the lease of the facilities enumerated in Sections 3.2 through 3.5, inclusive, Rivanna shall pay to the City or the Service Authority, as the case may be, an annual rental of \$1.00 plus an amount sufficient to pay the debt service, if any, attributable to such facilities and coming due within the next succeeding twelve months. **Each such lease shall require Rivanna to maintain**

such facilities in good working order. In the event the City or the Service Authority determines that it is prohibited from entering into leases of any such facilities, it shall make every reasonable effort to eliminate such prohibition and, if it is unable to do so, it shall enter into use agreements or make similar arrangements under which Rivanna may operate such facilities as a part of its regional facilities for water impoundment, production, transmission and storage and wastewater interception and treatment. The County shall join in any such lease, use agreement or similar arrangement to the extent of its interest, if any, in any such facilities.

ARTICLE IV

Construction of New Facilities

Section 4.1. New Facilities. Rivanna will provide (a) the additional water facilities described on Exhibit 5 attached hereto and (b) the additional wastewater facilities described on Exhibit 6 attached hereto, as the same may be modified to meet requirements of appropriate regulatory bodies. Rivanna shall also undertake the provision of such additional facilities as may be agreed upon from time to time by the City, the Service Authority and Rivanna.

Section 4.2. Payment for New Facilities. The obligation of Rivanna to provide the facilities described in Section 4.1 is limited to the funds available to it from time to time for such purpose. Rivanna shall be under no obligation to provide funds for such purpose except in accordance with Section 5.1.

Section 4.3. Additional Facilities. In the event that the City or the Service Authority determines the need for additional water impoundment, production, transmission and distribution facilities or wastewater interception and treatment facilities, Rivanna shall provide the requested facilities at the sole cost of the City or the Service Authority, as the case may be.

ARTICLE V

Obligations of Authority

Section 5.1. Sale of Bonds. Rivanna shall, as soon as may be practicable and with all reasonable dispatch, issue and sell the Bonds pursuant to the Act in an amount, together with other available funds, which will be sufficient to pay the cost of constructing and placing the Project in operation; provided, however, that nothing contained in this Agreement shall require Rivanna to issue the Bonds except upon terms deemed reasonable by it.

Section 5.2. Acquisition and Construction of Project. Rivanna shall, as soon as may be practicable and with all reasonable dispatch after the necessary funds are made available to it, acquire, construct and place the Project in operation.

Section 5.3. Production and Delivery of Water. Rivanna shall produce and deliver potable water to the City and the Service Authority at Points of Delivery in accordance with their needs and within the limitations of available supply. Rivanna shall provide water to the City and the Service Authority in quantities and at pressures at least equal to the quantities and pressures available on the date hereof.

Section 5.4. Acceptance and Treatment of Wastewater.

Rivanna shall accept and treat all sewage delivered by the City and the Service Authority at Points of Delivery up to their respective allocated plant capacities in accordance with rules and regulations adopted by Rivanna from time to time. Rivanna shall be under no obligation to treat wastewater delivered by the City or the Service Authority in excess of their allocated daily plant capacities.

Section 5.5. Operation of Project. Rivanna shall

operate and maintain the Project in an efficient and economical manner, making all necessary and proper repairs, replacements and renewals, consistent with good business and operating practices for comparable facilities and in accordance with applicable standards of regulatory bodies. Production of water and treatment of wastewater shall meet or exceed all applicable standards of regulatory bodies.

Section 5.6. Adoption and Enforcement of Rules and

Regulations. Rivanna shall adopt and enforce such reasonable rules and regulations as may be necessary or desirable to insure the efficient operation and maintenance of its facilities and the compliance with applicable regulations and orders of regulatory bodies.

ARTICLE VI

Obligations of the Political Subdivisions

Section 6.1. Rivanna to Produce All Water. The Political Subdivisions will not produce or sell potable water from any source other than Rivanna.

Section 6.2. Rivanna to Treat All Wastewater. All publicly owned wastewater treatment facilities in the Political Subdivisions, except (a) facilities of the Albemarle County School Board and the Commonwealth of Virginia and (b) septic tank tile field systems, shall be operated by Rivanna under this Agreement. The City and the Service Authority shall deliver to Rivanna at Points of Delivery all wastewater collected by them and shall not permit or provide for the treatment of wastewater collected by them in any other manner.

Section 6.3. Limitation on Plant Capacity. The Political Subdivisions recognize that the capacity of Rivanna's proposed advanced wastewater treatment plant will be regulated by the State Water Control Board and that allocations of plant capacity may have to be made in order to avoid overloading. The City and the Service Authority each covenants and agrees not to exceed its plant capacity as allocated from time to time. The City and the Service Authority have the primary responsibility for the necessary actions to insure that their wastewater flows remain within their allocations. At such time as the City or the County and the Service Authority are advised by Rivanna that the average flow of the City or the Service Authority, as the case may be, for any three consecutive months has reached 95% of its allocated daily plant capacity, the City or the County, as the case may be, shall suspend the issuance of permits which allow start of construction on projects in the affected area until capacity is increased by reason of reallocation or it is advised by Rivanna that additional wastewater may be delivered to Rivanna.

Section 6.4. Payment of Charges. The City and the Service Authority each covenants and agrees to pay promptly when due the charges of Rivanna as determined pursuant to Article VII and billed to it from time to time; provided, however, that the City and the Service Authority shall not be obligated to pay such charges except from revenues received by the City and the Service Authority, respectively, from the charges to be paid by the users of its water and sewerage systems and available to them for such purposes, including availability, connection, consumption and service charges or fees and any other revenues of such systems. The City and the Service Authority each covenants and agrees to fix and collect from the users of its water and sewerage systems charges sufficient to make the payments required of it under this Agreement. Rivanna shall provide the City and the Service Authority with information as to the minimum charges necessary for their respective required payments.

Section 6.5. Observance of Regulations. The Political Subdivisions each covenant and agree to observe all reasonable rules and regulations respecting the use of and services furnished by the Project in accordance with Section 5.6 or legally required by any other authorized regulatory body.

ARTICLE VII

Rates and Charges

Section 7.1. Rates in General. Rivanna shall fix and determine from time to time rates for water furnished to and wastewater delivered by the City and the Service Authority. Such rates shall be established by Rivanna at such levels as may be

necessary to provide funds, together with other funds that may be available, sufficient at all times to pay (a) the cost of operation and maintenance of the Project, including debt service attributable to facilities to be acquired by Rivanna, and reserves for such purposes and for replacements and improvements and (b) the principal of, premium, if any, and interest on the Bonds, as the same become due, and reserves therefor.

Section 7.2. Rates for Urban Area. Rivanna shall establish an urban area which shall include all of the City and designated portions of the County. The boundaries of this area may be changed from time to time. Rivanna shall establish rates for furnishing water to and treating wastewater from the urban area as follows:

(a) Water rates shall be uniform throughout the urban area, except as provided in subsection (c) below. Rivanna shall compute the cost per 1000 gallons for the operation and maintenance of facilities for the impoundment, production, treatment and transmission of water. Rivanna shall compute the cost per 1000 gallons for debt service on the existing facilities to be acquired pursuant to Sections 3.2 and 3.4 and the cost of new facilities to be constructed pursuant to Section 4.1. The water rate per 1000 gallons shall be determined on the basis of the sum of the operational costs and debt service figures.

(b) Wastewater treatment rates for the urban area shall not be uniform. Rivanna shall compute the cost per 1000 gallons for the operation and maintenance of facilities for the interception and treatment of wastewater, which rate shall be the same for the City and the Service Authority. Rivanna shall compute the cost per 1000 gallons for debt service on the existing facilities to be acquired pursuant to Sections 3.3 and 3.5 and the cost of new facilities to be constructed pursuant to Section 4.1 on a basis

whereby the City pays one-half as much per 1000 gallons as the Service Authority. The wastewater treatment rate per 1000 gallons shall be determined on the basis of the sum of the operational costs and debt service figures.

(c) In the case of (1) the Powell's Creek Interceptor and (2) additional water impoundment, production, transmission or distribution facilities or wastewater interception or treatment facilities provided by Rivanna at the request of the City or the Service Authority pursuant to Section 4.3, the full amount of debt service thereon shall be added to the water or wastewater treatment rates determined in accordance with subsections (a) or (b).

Section 7.3. Rates in Other Areas. Rivanna shall establish separate rates for water now being furnished and wastewater now being treated at Brownsville, Crozet, Scottsville and at such other areas in the County outside of the urban area to which Rivanna may in the future provide water or from which it may treat wastewater.

Section 7.4. Uniformity in Debt Service Charges. The parties recognize that there will be substantial variations from year to year in the cost per 1000 gallons for both water and wastewater treatment for debt service on both existing facilities to be acquired and new facilities to be constructed. In an effort to maintain reasonable uniformity of rates from year to year, the parties agree that Rivanna will, to the best of its ability, compute such debt service charges at a uniform rate throughout ten year periods from the date of this Agreement. The parties understand and agree that this procedure will result in excess

collections for debt service in certain periods but in other periods the amount collected for debt service will be less than actually required. Rivanna agrees to apply the excess collections to make up deficiencies during periods where debt service costs exceed debt service revenues.

Section 7.5. Determination of Charges. Water and wastewater treatment charges shall be determined by applying the rates determined pursuant to Sections 7.2 and 7.3 to the total amount of water delivered to the City and the Service Authority as obtained by their respective customer meter readings.

Section 7.6. Payment of Charges. Rivanna may present charges based on budget estimates, subject to adjustment on the basis of an independent audit at the end of each fiscal year. All charges of Rivanna shall be payable upon presentation. In the event the City or the Service Authority shall fail to make payment in full within 30 days after presentation, interest on such unpaid amounts shall accrue at the highest rate of interest payable by Rivanna on any of the Bonds then outstanding. Rivanna shall bill the City and the Service Authority, and no one else, for water furnished and wastewater treated.

ARTICLE VIII

Miscellaneous

Section 8.1. Amendments. It is recognized by the parties hereto that this Agreement will constitute an essential part of the Rivanna's financing plan and that, after the Bonds have been sold, this Agreement cannot be amended, modified, or otherwise altered in any manner that will impair or adversely

affect the security afforded hereby for the payment of the principal of, premium, if any, and interest on the Bonds, but that this Agreement can be modified or amended only with the consent of the Political Subdivisions, Rivanna and the Trustee given in accordance with the resolution or indenture under which it has been designated.

Section 8.2. Books and Records. Rivanna shall keep proper books and records in accordance with accepted accounting practices which shall be available for inspection at all reasonable times by the Political Subdivisions through their duly authorized agents. Rivanna shall cause an annual audit of its books and records to be made by an independent certified public accountant at the end of each fiscal year and a certified copy thereof to be filed promptly with the governing bodies of the Political Subdivisions.

Section 8.3. Transfer of Customers. To the extent permitted by existing bond resolutions and other contractual obligations, the City will offer to the Service Authority all existing customers of the City located in the County and, upon any enlargement of the City's boundaries, the Service Authority will offer to the City all existing customers of the Service Authority located in the City. As a part of any such offer the City or the Service Authority will offer to sell to the other party all of its facilities which provide service with respect to any customers to be transferred. The purchase price of any such facilities shall be their fair market value as part of a going business which shall be determined by appraisal in the manner prescribed in Section 3.7.

The City or the Service Authority, as the case may be, will have six months after the date of any such offer, which shall state the purchase price, to accept and pay for or reject. Rejection of any such offer shall be final. In the event the Service Authority rejects the offer of the City, the City shall be entitled to serve exclusively those areas so delineated on a map entitled "Service Areas," and on a map entitled "Service Area Boundary Line," attached hereto as Exhibits 7 and 7b respectively, and as further described in Exhibit 7c attached hereto.

Section 8.4. Successors and Assigns. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns.

Section 8.5. Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not affect any other provision hereof.

Section 8.6. Counterparts. This Agreement shall be executed in several counterparts, any of which shall be regarded for all purposes as one original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and their

seals to be affixed and attested by their duly authorized officers, all as of the date first above written.

CITY OF CHARLOTTESVILLE

(SEAL) By Francis R. Tife
Mayor

ATTEST:
W.S. Rush
City Clerk

ALBEMARLE COUNTY PUBLIC SERVICE AUTHORITY
By Wm. S. Bernani
Chairman

ATTEST:
[Signature]
Secretary

BOARD OF COUNTY SUPERVISORS OF ALBEMARLE COUNTY
By [Signature]
Chairman

(SEAL) ATTEST:
Lettie E. Parker
Clerk

RIVANNA WATER AND SEWER AUTHORITY
By [Signature]
Chairman

ATTEST:
[Signature]
Secretary

WATER PRODUCTION, STORAGE AND TRANSMISSION FACILITIES TO BE

ACQUIRED BY RIVANNA FROM CITY

- 1 - Mechum's River Raw Water Pump Station
- 2 - One 18-inch transmission line from Sugar Hollow and Mechum's River to the Ragged Mountain Reservoirs
- 3 - One 18-inch raw water transmission line from Ragged Mountain to the Observatory Mountain Filtration Plant
- 4 - One 18-inch raw water transmission line from Ragged Mountain to Observatory Avenue and Southern Railroad and the 16-inch line from that point to the Observatory Mountain Filtration Plant
- 5 - The Royal and Stadium Pump Stations
- 6 - South Rivanna Water Filtration Plant and Storage Tanks
- 7 - One 16-inch finished water transmission line from Observatory Mountain Filtration Plant to Lambeth Field Pump Station, but not including the Lambeth Field Pump Station
- 8 - One 24-inch finished water transmission line from the South Rivanna Plant generally paralleling U.S. 29 to Rio Road
- 9 - One 18-inch finished water transmission line from Rio Road and U.S. 29 to Melbourne Road
- 10 - One 18-inch finished water transmission line from Rio Road and U.S. 29 to Hydraulic Road

EXISTING WASTEWATER TREATMENT AND INTERCEPTION FACILITIES TO BE

ACQUIRED BY RIVANNA FROM CITY

- 1 - Moores Creek Wastewater Treatment Plant and its necessary appurtenances
- 2 - One 30-inch interceptor sewer (Moores Creek) extending from the existing Moores Creek Treatment Plant to the site of the old Moores Creek Treatment Plant
- 3 - One interceptor sewer (Meadow Creek) varying in size from 21 inches to 36 inches extending from Emmet Street to the Meadow Creek Wastewater Treatment Plant
- 4 - One intercepting sewer (Schenks Branch) varying in size from 18 inches to 21 inches, and extending from McIntire Road and Preston Avenue to the Meadow Creek Interceptor

WATER PRODUCTION, STORAGE AND TRANSMISSION FACILITIES TO BE
ACQUIRED BY RIVANNA FROM ALBEMARLE COUNTY SERVICE AUTHORITY

- 1 - North Rivanna Water Production facilities including the diversion dam, Filtration Plant and the storage tank at the Filtration Plant
- 2 - One 12-inch finished water transmission line running from the North Rivanna Plant to U.S. 29
- 3 - One 12-inch finished water transmission line running from U.S. 29 North to Piney Mountain
- 4 - The 700,000 gallon storage tank on Piney Mountain
- 5 - One 12-inch transmission line running South along U.S. 29 and West to Stillhouse Mountain and the 700,000 gallon storage tank on Stillhouse Mountain
- 6 - Beaver Creek Pumping Station
- 7 - One 12-inch raw water transmission line from the Beaver Creek Pumping Station to the Crozet Filtration Plant
- 8 - Crozet Filtration Plant including the 500,000 gallon storage facility including the right to use the wells at Mint Springs
- 9 - One 12-inch finished water line from the Crozet Filtration Plant to its terminal point
- 10 - One 10-inch raw water line from the Scottsville Reservoir to the Scottsville Filtration Plant
- 11 - The Scottsville raw water pump station
- 12 - Scottsville Water Filtration Plant and its necessary appurtenances
- 13 - One 10-inch finished water transmission line from the Scottsville Filtration Plant to the 250,000 gallon standpipe
- 14 - The 250,000 gallon Scottsville standpipe

EXISTING WASTEWATER TREATMENT AND TRANSMISSION FACILITIES TO BE
ACQUIRED BY RIVANNA FROM SERVICE AUTHORITY

- 1 - Central Scottsville Pump Station (located in vicinity of Lagoon) with its respective force main
- 2 - Scottsville Lagoon and its appurtenances
- 3 - Wastewater Treatment Plant at Camelot

Future Water Impoundment, Production and Transmission Facilities to be Constructed by Rivanna

1. Construction of a finished water transmission main connecting the existing South Fork System in the vicinity of Hydraulic Road and Route 29 North to the existing Observatory System in the vicinity of Lambeth Field.
2. Construction of a finished water transmission main from an existing transmission main in the vicinity of Penn Park Road along Rivanna River terminating on Pantops Mountain and including a finished water storage tank on Pantops Mountain.
3. Construction of a 12-inch finished water line from the existing Stillhouse Mountain finished water storage tank to serve the West Leigh-Flordon area; line terminating in the vicinity of the crossing of West Leigh Drive and Little Ivy Creek.
4. Construction of an additional finished water storage tank at Crozet in the vicinity of Buck Mountain Road and Railroad Avenue as well as the construction of approximately 8,500 feet of finished water transmission main from the existing 12-inch main in State Route 240 to the proposed water storage tank.

Proposed Wastewater Treatment and Interception Facilities to be Constructed
by Rivanna.

1. Interim modifications to the Moores Creek and Meadow Creek Wastewater Treatment Facilities to provide for increased capacity as an interim solution until the Regional Plant is available in 1977.
2. Construction of a pumping station at the confluence of Powell Creek and the Rivanna River with its respective force main and receiving gravity interceptor sewer to receive wastewater from the Powell Creek area and transmit to the Meadow Creek Wastewater Treatment Plant. This pumping station will be phased out upon completion of the Rivanna Interceptor and the Regional AWT Plant.
3. Construction of the Moores Creek Interceptor from terminal point of the existing 30-inch line near Rougemont Avenue and Quarry Road to Sunset Avenue to eliminate three pumping stations presently on the line and to otherwise relieve the presently overloaded Moores Creek Intercepting Sewer.
4. Construction of an interceptor sewer from the Berkeley Wastewater Treatment Plant to the existing Meadow Creek Interceptor Sewer to relieve the overloaded Berkeley facility with diversion to the Meadow Creek Wastewater Treatment Plant until the Rivanna Interceptor and the Regional AWT Plant are available.
5. Construction of a pumping station with its respective force main and gravity intercepting sewer from Albemarle High School to the intercepting sewer in No. 4 above to allow the abandonment

of the existing septic tank-sand filter system presently serving the Albemarle High School and Jack Jouett Jr. High School.

6. Construction of an intercepting sewer from the existing Woodbrook Lagoon to the confluence of Powell Creek and Rivanna River to enable the eventual abandonment of Woodbrook Lagoon upon completion of the Rivanna Interceptor and the Regional AWT Plant.
7. Construction of a 20 MGD AWT Plant (first stage 15 MGD) at or near the confluence of Moores Creek and the Rivanna River to provide the Region with a single treatment facility to treat wastewater from the upper Rivanna River Basin. The design of this plant may incorporate the present Moores Creek Plant.
8. Construction of the Rivanna Interceptor from the proposed Regional AWT Plant parallel to the Rivanna River and extending along the South Fork Rivanna River to U.S. Route 29 eliminating the need for the existing Meadow Creek and Berkeley Wastewater Treatment Plants and the proposed Powell Creek pumping station.
9. Construction of an interceptor on Morey Creek connecting the Moores Creek Interceptor at Sunset Avenue and extending to U.S. 250 West to carry the discharges from the area south and west of the City including the Ednam Forest area, and will carry the discharges from the Crozet area to the Regional AWT Plant via Moores Creek Interceptor.
10. Construction of an interceptor, pumping stations and force mains from the Morey Creek Interceptor to the Crozet-Brownsville community to carry the discharges from the Crozet area to the Regional AWT Plant via the Morey and Moores Creek Interceptors.

11. Construction of an interceptor along Powell Creek from its confluence with the Rivanna River to the Northside School to carry the discharges from the school to the proposed Powell Creek pumping station until such time as the Rivanna Interceptor and the Regional AWT Plant are operational, at which time, this interceptor will carry the discharges from the Northside School to the Regional AWT Plant via the Rivanna Interceptor.