APPENDICES

APPENDIX A – Agreements and Permits

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APPENDIX A – Agreements and Permits

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(1) DOC Water

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF CORRECTIONS
AND
COUNTY OF FLUVANNA, VIRGINIA

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT, herein referred to as the "Agreement", made this 16th day of October, 2013 by and between the County of Fluvanna, Virginia (hereinafter referred to as the "County"), and the Commonwealth of Virginia, acting by and through its Department of Corrections, (hereinafter referred to as "DOC").

WITNESSETH

WHEREAS, DOC is the owner and operator of a water treatment plant (hereinafter referred to as the "Treatment Plant") serving the Fluvanna Correction Center (hereinafter referred to as "FCC" or the "Prison"); and

WHEREAS, the County is in need of additional treated water to meet long range development needs in the County; and

WHEREAS, DOC currently treats more water than it needs at the Treatment Plant; and

WHEREAS, the County has determined that it would be in the County's best interest to utilize water from the Treatment Plant.

NOW THEREFORE, IN CONSIDERATION of the mutual covenants and benefits contained herein, the parties agree as follows:

1. WATER SUPPLY: DOC hereby agrees that it will provide the County with a maximum daily flow of Seventy Five Thousand (75,000) gallons of treated water per day beginning on or after July 1, 2014.

2. CONSTRUCTION OF DOC TRANSMISSION LINE TO BENEFIT THE COUNTY: Fluvanna County shall construct a transmission line and meter to a connection point in the vicinity of FCC as necessary for THE County to obtain water under this Agreement. The transmission line and meter shall be constructed at no cost to DOC. All construction shall be in accordance with plans and specifications approved by DOC. Upon completion and acceptance of such transmission lines and meter, ownership shall be vested in DOC for that portion of the water system up to and including the meter installation, and DOC shall be responsible for operation and maintenance of the transmission line and meter.

3. COST OF WATER: The aforesaid allotment of water to the county shall be metered and paid for by the County at a rate of $1.50 per one thousand (1,000) gallons of metered water. Both parties acknowledge that the rate is somewhat below DOC's current cost of water production. Prior to the end of each fiscal year, DOC will evaluate the costs to supply the County with water. If increased costs or budget limitations indicate that an increase is necessary, DOC will notify the County prior to the end of December of each state fiscal year that an increase is necessary and the amount of the increase. This notification will include any necessary information for the County to evaluate how such an increase in the rate was calculated. The increase will become effective on July one of the new fiscal year. Likewise if DOC's annual evaluation indicates that the cost to supply water to the County has decreased to a point where the cost of production is less than the rate then charged to the County, DOC will notify the County, prior to the end of December, that a reduction in the cost per one thousand (1,000) gallons will be effective on July 1 of the new fiscal year.

4. PAYMENT: DOC shall submit invoices each month showing the volume of water provided during the preceding month. Payment will be made to Treasurer, Commonwealth of Virginia, via electronic funds transfer or other methods of transfer mutually agreeable to the parties. Payment shall be due no later than 30 calendar days after receipt. Interest on late payments shall accrue at the rate of one percent (1%) per month. In the unlikely event that DOC needs to seek judgment for unpaid payments, the County shall be liable for reasonable attorneys' fees and other costs of collection. In the event of persistent or repetitive failure to pay, DOC may stop the flow of water and/or terminate this Agreement for material breach. Enumeration of these remedies shall not be deemed to waive any other remedy available.

5. NON-APPROPRIATION FOR COUNTY: Notwithstanding anything to the contrary contained herein, any obligation of the County to make a payment or to otherwise expend funds in a future fiscal year is specifically conditioned upon and subject to annual appropriation by the County Board of Supervisors, pursuant to applicable law.

6. NON-APPROPRIATION FOR DOC: The obligation incurred by DOC under this Agreement are contingent upon funds being appropriated by the legislative branch of State government and allocated by the executive branch for payment of said obligation. The County expressly acknowledges the existence and effect of Section 7 of Article 10 of the Constitution of Virginia.

7. AMENDMENTS: This Agreement shall not be altered, changed or amended except by a written agreement executed by the parties hereto.

8. THIRD PARTY BENEFICIARIES: This Agreement is for the sole and exclusive benefit of the signatory parties. The Agreement shall not be construed so as to bestow any benefit upon any other persons or entities and shall give rise to no legal right in such other persons or entities. Most specifically, this Agreement shall not be construed to bestow any legal rights upon any individual residents of Fluvanna County nor shall any portion of this Agreement be interpreted to do so.

9. SOVEREIGN IMMUNITY AND POLICE POWERS: By entering into this Agreement, the Commonwealth of Virginia does not waive its sovereign immunity and specifically retains its immunity and all defenses available to it. Furthermore, nothing contained herein is intended to diminish the police powers of the commonwealth or any part thereof nor delegate them to the County nor shall any portion of this Agreement be interpreted to do so.

10. GOVERNMENTAL IMMUNITY OF THE COUNTY: By entering into this Agreement, the County of Fluvanna does not waive its governmental immunity and specifically retains its immunity and all defenses available to it against any third party.

11. SEVERABILITY: In the event that any provision of this Agreement shall be held to be invalid by a court of competent jurisdiction, the validity of the remaining provisions of the Agreement shall not in any way be affected thereby.

12. FORCE MAJEURE: Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God, or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather.

13. HEADINGS AND PRONOUNS: The headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement, whether used in the masculine, feminine, or neuter gender, shall include all other genders; the singular shall include the plural and the plural shall include the singular.

14. INTEGRATION: This Agreement is an integration, which incorporates all the agreements, covenants, negotiations and understandings between the parties hereto concerning the subject matter hereof. No prior agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless expressly embodied in this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on their behalf by their duly authorized agents.

DEPARTMENT OF CORRECTIONS,
COMMONWEALTH OF VIRGINIA

By: _____
Harold W. Clarke, Director

COMMONWEALTH OF VIRGINIA
City of Richmond, to-wit:

The foregoing Agreement was acknowledged before me by Harold W. Clarke, Director of the Virginia Department of Corrections, Commonwealth of Virginia, on the 29th day of October, 2013 in the jurisdiction aforesaid.

My commission expires: January 31, 2015
My notary registration number: 7509769

_____
Notary Public

SHERIDA DAVIS-BRYAN
NOTARY PUBLIC
REG. # 7509769
COMMONWEALTH OF VIRGINIA

COUNTY OF FLUVANNA, VIRGINIA

By: _____
Steve Nichols, County Administrator

COMMONWEALTH OF VIRGINIA
COUNTY OF FLUVANNA, to-wit:

The foregoing Agreement was acknowledged before me by Steve Nichols County Administrator of Fluvanna County, Virginia on the 16 day of October, 2013 in the jurisdiction aforesaid.

My commission expires: 31 January 2016
My notary registration number: 347136

_____
Notary Public

Approved as to form:

_____
Fluvanna County Attorney

(2) DOC Wastewater

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF CORRECTIONS
AND
COUNTY OF FLUVANNA, VIRGINIA

MEMORANDUM OF AGREEMENT FOR TREATMENT OF WASTEWATER

THIS MEMORANDUM OF AGREEMENT, herein referred to as the "Agreement", made this 16th day of October, 2013 by and between the County of Fluvanna, Virginia (hereinafter referred to as the "County"), and the Commonwealth of Virginia, acting by and through its Department of Corrections, (hereinafter referred to as "DOC").

WITNESSETH

WHEREAS, DOC is the owner and operator of a wastewater treatment plant (hereinafter referred to as the "Treatment Plant") serving the Fluvanna Correctional Center (hereinafter referred to as "FCC" or the "Prison"); and

WHEREAS, the County is in need of additional treated wastewater disposal capacity to meet long range development needs in the County; and

WHEREAS, DOC currently has more wastewater treatment capacity than it needs at the Treatment Plant; and

WHEREAS, the County has determined that it would be in the County's best interest to treat additional wastewater at the Treatment Plant.

NOW THEREFORE, IN CONSIDERATION of the mutual covenants and benefits contained herein, the parties agree as follows:

1. WASTEWATER TREATMENT: DOC hereby agrees that it will treat for the County a maximum of One Hundred Thousand (100,000) gallons of wastewater per day beginning on or after July 1, 2014.

2. CONSTRUCTION OF DOC TRANSMISSION LINE TO BENEFIT THE COUNTY: Fluvanna County shall construct a transmission line and meter to a connection point in the vicinity of FCC as necessary for The County to transmit wastewater under this Agreement. The transmission line and meter shall be constructed at no cost to DOC. All construction shall be in accordance with plans and specifications approved by DOC. Upon completion and acceptance of such transmission lines and meter, ownership shall be vested in DOC for that portion of the wastewater system up to and including the meter installation, and DOC shall be responsible for operation and maintenance of the transmission line and meter.

3. COST OF WASTEWATER TREATMENT: The aforesaid allotment of wastewater capacity to the county shall be metered and paid for by the County at a rate of $1.50 per one thousand (1,000) gallons of metered wastewater. Prior to the end of each fiscal year, DOC will evaluate the costs to treat the County's wastewater. If increased costs or budget limitations indicate that an increase is necessary, DOC will notify the County prior to the end of December of each state fiscal year that an increase is necessary and the amount of the increase. This notification will include any necessary information for the County to evaluate how such an increase in the rate was calculated. The increase will become effective on July one of the new fiscal year. Likewise if DOC's annual evaluation indicates that the cost to treat the County's wastewater has decreased to a point where the cost of production is less than the rate then charged to the County, DOC will notify the County, prior to the end of December, that a reduction in the cost per one thousand (1,000) gallons will be effective on July1 of the new fiscal year.

4. PAYMENT: DOC shall submit invoices each month showing the volume of wastewater treated during the preceding month. Payment will be made to Treasurer, Commonwealth of Virginia, via electronic funds transfer or other methods of transfer mutually agreeable to the parties. Payment shall be due no later than 30 calendar days after receipt. Interest on late payments shall accrue at the rate of one percent (1%) per month. In the unlikely event that DOC needs to seek judgment for unpaid payments, the County shall be liable for reasonable attorneys' fees and other costs of collection. In the event of persistent or repetitive failure to pay, DOC may stop the treatment of wastewater and/or terminate this Agreement for material breach. Enumeration of these remedies shall not be deemed to waive any other remedy available.

5. UNUSUAL DISCHARGE: It is understood and agreed that no uncommon or unusual discharge from the County such as industrial, commercial or chemical type waste will be introduced into the wastewater treatment system without prior written approval from DOC. DOC reserves the right to sample and test the County's discharge and any point, therein, deemed crucial by the Deepartment, upon the indication of such uncommon or unusual discharge and report such findings to the County for correction. Upon finding and verification of said uncommon or unusual discharge, the County shall reimburse DOC any and all cost associated with the sampling and testing for this uncommon or unusual discharge. The basis for this uncommon or unusual discharge shall be, hereby, set at a not to exceed rate of 400 mg/l of BOD, 400 mg/l of TSS, 40 mg/l (NH3-N) of Ammonia-Nitrogen, 250 mg/l (as CaCO3) Alkalinity and 6.0 stu of Ph. The said rates shall be sampled at a point whereby, DOC's own waste does not influence the findings of the County's waste. DOC shall request corrective action of the County only demonstration of said uncommon or unusual discharge for a continuous period not to exceed seven (7) days. DOC has the right to exempt this period only if a one time discharge completely renders the wastewater treatment plant inoperative and can demonstrate through sampling and testing, that the County's discharge is the sole cause.

6. SAMPLING BY THE COUNTY: The County reserves the right to perform its own sampling and testing upon the need to attest the Department's findings prior to the County instituting corrective action and or reimbursement. It is agreed that the County shall immediately perform this sampling and testing upon DOC's notification to the County that an uncommon or unusual discharge has occurred.

7. NON-APPROPRIATION FOR COUNTY: Notwithstanding anything to the contrary contained herein, any obligation of the County to make a payment or to otherwise expend funds in a future fiscal year is specifically conditioned upon and subject to annual appropriation by the County Board of Supervisors, pursuant to applicable law.

8. NON-APPROPRIATION FOR DOC: The obligation incurred by DOC under this Agreement are contingent upon funds being appropriated by the legislative branch of State government and allocated by the executive branch for payment of said obligation. The County expressly acknowledges the existence and effect of Section 7 of Article 10 of the Constitution of Virginia.

9. AMENDMENTS: This Agreement shall not be altered, changed or amended except by a written agreement executed by the parties hereto.

10. THIRD PARTY BENEFICIARIES: This Agreement is for the sole and exclusive benefit of the signatory parties. The Agreement shall not be construed so as to bestow any benefit upon any other persons or entities and shall give rise to no legal right in such other persons or entities. Most specifically, this Agreement shall not be construed to bestow any legal rights upon any individual residents of Fluvanna County nor shall any portion of this Agreement be interpreted to do so.

11 SOVEREIGN IMMUNITY AND POLICE POWERS: By entering into this Agreement, the Commonwealth of Virginia does not waive its sovereign immunity and specifically retains its immunity and all defenses available to it. Furthermore, nothing contained herein is intended to diminish the police powers of the

commonwealth or any part thereof nor delegate them to the County nor shall any portion of this Agreement be interpreted to do so.

12. GOVERNMENTAL IMMUNITY OF THE COUNTY: By entering into this Agreement, the County of Fluvanna does not waive its governmental immunity and specifically retains its immunity and all defenses available to it against any third party.

13. SEVERABILITY: In the event that any provision of this Agreement shall be held to be invalid by a court of competent jurisdiction, the validity of the remaining provisions of the Agreement shall not in any way be affected thereby.

14. FORCE MAJEURE: Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God, or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather.

15. HEADINGS AND PRONOUNS: The headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement, whether used in the masculine, feminine, or neuter gender, shall include all other genders; the singular shall include the plural and the plural shall include the singular.

16. INTEGRATION: This Agreement is an integration, which incorporates all the agreements, covenants, negotiations and understandings between the parties hereto concerning the subject matter hereof. No prior agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless expressly embodied in this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on their behalf by their duly authorized agents.

DEPARTMENT OF CORRECTIONS,
COMMONWEALTH OF VIRGINIA

By: _____
Harold W. Clarke, Director

COMMONWEALTH OF VIRGINIA
City of Richmond, to-wit:

The foregoing Agreement was acknowledged before me by Harold W. Clarke, Director of the Virginia Department of Corrections, Commonwealth of Virginia, on the 28th day of October, 2013 in the jurisdiction aforesaid.

My commission expires: January 31, 2015
My notary registration number: 7509769

_____
Notary Public

SHERIDA DAVIS-BRYAN * NOTARY PUBLIC REG. # 7509769 * COMMONWEALTH OF VIRGINIA

COUNTY OF FLUVANNA, VIRGINIA

By: _____
Steve Nichols, County Administrator

COMMONWEALTH OF VIRGINIA
COUNTY OF FLUVANNA, to-wit:

The foregoing Agreement was acknowledged before me by Steve Nichols County Administrator of Fluvanna County, Virginia on the 16 day of October, 2013 in the jurisdiction aforesaid.

My commission expires: 31 January 2016
My notary registration number: 347136

_____
Notary Public

Approved as to form:

_____
Fluvanna County Attorney

(3)

DOC Intake Permit
Mechunck
Creek

COMMONWEALTH of VIRGINIA

DEPARTMENT OF ENVIRONMENTAL QUALITY

W. Tayloe Murphy, Jr.
Secretary of Natural Resources

Street address: 629 East Main Street, Richmond, Virginia 23219
Mailing address: P.O. Box 10009, Richmond, Virginia 23240
Fax (804) 698-4500 TDD (804) 698-4021
www.deq.state.va.us

Robert G. Burnley
Director

(804) 698-4000
1-800-592-5482

VWP Individual Permit Number 95-0957
Effective Date: March 5, 2002
Expiration Date: March 5, 2017

VIRGINIA WATER PROTECTION PERMIT
ISSUED PURSUANT TO THE STATE WATER CONTROL LAW
AND SECTION 401 OF THE CLEAN WATER ACT

Based upon an examination of the information submitted by the owner and in compliance with § 401 of the Clean Water Act as amended (33 USC 1251 et seq.) and the State Water Control Law and regulations adopted pursuant thereto, the State Water Control Board (board) has determined that there is a reasonable assurance that the activity authorized by this permit, if conducted in accordance with the conditions set forth herein, will protect instream beneficial uses and will not violate applicable water quality standards. The board finds that the effect of the impact, together with other existing or proposed impacts to wetlands, will not cause or contribute to a significant impairment to state waters or fish and wildlife resources.

Permittee: Department of Corrections - Fluvanna Correctional Facility

Address: P.O. Box 1000 Troy, Virginia 22974

Activity Location: On Mechunks Creek at Route 250 in Fluvanna County

Activity Description: Water intake on Mechunks Creek

The permitted activity shall be in accordance with this Permit Cover Page, Part I - Special Conditions and Part II - General Conditions.

Martha K. [illegible]
for Director, Department of Environmental Quality

March 5, 2002
Date

Special Conditions

1. This permit authorizes the operation of a water supply intake on Mechunks Creek as indicated in the Joint Permit Application dated July 26,1995 and the modification requested on January 12, 2002.

2. Any additional impacts to State waters associated with this project may require modification of this permit and mitigation.

3. This permit expires 15 years from its date of issuance.

4. The maximum daily withdrawal shall not exceed 0.72 million gallons.

5. The maximum annual withdrawal shall not exceed 92 million gallons. 0.252 MGD avg

6. The permittee shall record the volume of water withdrawn from Mechunks Creek each day.

7. The permittee shall monitor on a daily basis the provisional stream flow of the Rivanna River at Palmyra, U.S.G.S. gage # 02034000.

8. Except as authorized by condition 9 or 10, the permittee shall not withdraw water from Mechunks Creek unless the provisional stream flow of the Rivanna River at Palmyra, U.S.G.S. gage # 02034000 is greater than or equal to 220 cubic feet per second.

9. If the remaining water supply storage of the Fluvanna Women' s Correctional Center is less than or equal to 50% of total storage, then the permittee may pump up to 0.42 million gallons daily, provided that the provisional stream flow of the Rivanna River at Palmyra, U.S.G.S. gage # 02034000 is greater than or equal to 100 cubic feet per second.

10. If the remaining water supply storage of the Fluvanna Women' s Correctional Center is less than or equal to 25% of total storage, then the permittee may pump up to 0.144 million gallons daily regardless of the value of the provisional stream flow of the Rivanna River at Palmyra.

11. The permittee shall file an annual monitoring report by January 31st of each year to demonstrate compliance with special conditions 4 through 10 during the previous calendar year. The report shall contain the following information: for each day; the date, the provisional streamflow of the Rivanna River at Palmyra, the percentage depletion of the water supply storage pond, the allowable and actual withdrawal from Mechunks Creek. The annual report shall also sum the total withdrawals for the year.

12. All written communications required by this permit shall be submitted to the Department of Environmental Quality, Office of Water Permits, P. O. Box 10009 Richmond, Virginia 23240. Please include the permit number on all correspondence.

13. Within 60 days of permit issuance the permittee shall submit for DEQ approval:

    a. A description of the measuring methodologies for determining the storage remaining in the storage pond,
    b. A written description of the frequency and method with which the gage will be checked
    c. A description of how the permittee shall determine the volume of water remaining in the storage pond
    d. A plan for what measures the permittee will put in place to estimate streamflow at the intake in the event that the Rivanna River at Palmyra gage is damaged, disabled or discontinued.

    All methodologies shall be designed to yield data which are representative of the monitored activity.

14. Any report submitted in compliance with condition 11 must bear the applicant's signature or the signature of a person acting in the applicant's behalf, with the authority to bind the applicant.

15. Certification of reports. Any person signing the annual monitoring report shall include the following certification: "I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system or those persons directly responsible for gathering the information, the information submitted is to the best of my knowledge and belief true, accurate, and complete. I am aware that there are significant penalties for submitting false information including the possibility of fine and imprisonment for knowing violations."

Part II – General Conditions

A. Duty to Comply

The permittee shall comply with all conditions of the VWP permit. Nothing in this permit shall be construed to relieve the permittee of the duty to comply with all applicable federal and state statutes, regulations and prohibitions. Any VWP permit violation is a violation of the law, and is grounds for enforcement action, VWP permit termination, revocation, modification, or denial of an application for a VWP permit extension or reissuance.

B. Duty to Cease or Confine Activity

It shall not be a defense for a permittee in an enforcement action that it would have been necessary to halt or reduce the activity for which a VWP permit has been granted in order to maintain compliance with the conditions of the VWP permit.

C. Duty to Mitigate

The permittee shall take all reasonable steps to minimize or prevent any impacts in violation of the permit which may have a reasonable likelihood of adversely affecting human health or the environment.

D. VWP Permit Action

1. A VWP permit may be modified, revoked and reissued, or terminated as set forth in 9 VAC 25-210 et seq.

2. If a permittee files a request for VWP permit modification, revocation, or termination, or files a notification of planned changes, or anticipated noncompliance, the VWP permit terms and conditions shall remain effective until the request is acted upon by the board. This provision shall not be used to extend the expiration date of the effective VWP permit. If the permittee wishes to continue an activity regulated by the VWP permit after the expiration date of the VWP permit, the permittee must apply for and obtain a new VWP permit or comply with the provisions of 9 VAC 25-210-185.

3. VWP permits may be modified, revoked and reissued or terminated upon the request of the permittee or other person at the board's discretion, or upon board initiative to reflect the requirements of any changes in the statutes or regulations, or as a result of VWP permit noncompliance as indicated in subsection A above, or for other reasons listed in 9 VAC 25-210-180.

E. Inspection and Entry

Upon presentation of credentials, any duly authorized agent of the board may, at reasonable times and under reasonable circumstances:

1. Enter upon any permittee's property, public or private, and have access to, inspect and copy any records that must be kept as part of the VWP permit conditions;

2. Inspect any facilities, operations or practices (including monitoring and control equipment) regulated or required under the VWP permit, and

3. Sample or monitor any substance, parameter or activity for the purpose of ensuring compliance with the conditions of the VWP permit or as otherwise authorized by law.

F. Duty to Provide Information

1. The permittee shall furnish to the board any information which the board may request to determine whether cause exists for modifying, revoking, reissuing or terminating the VWP permit, or to determine compliance with the VWP permit. The permittee shall also furnish to the board, upon request, copies of records required to be kept by the permittee.

2. Plans, specifications, maps, conceptual reports and other relevant information shall be submitted as required by the board prior to commencing construction.

G. Monitoring and Records Requirements

1. Monitoring of parameters, other than pollutants, shall be conducted according to approved analytical methods as specified in the VWP permit. Analysis of pollutants will be conducted according to 40 CFR Part 136 (2000), Guidelines Establishing Test Procedures for the Analysis of Pollutants.

2. Samples and measurements taken for the purpose of monitoring shall be representative of the monitored activity.

3. The permittee shall retain records of all monitoring information, including all calibration and maintenance records and all original strip chart or electronic recordings for continuous monitoring instrumentation, copies of all reports required by the VWP permit, and records of all data used to complete the application for the VWP permit, for a period of at least three years from the date of the expiration of a granted VWP permit. This period may be extended by request of the board at any time.

4. Records of monitoring information shall include:

   a. The date, exact place and time of sampling or measurements;

   b. The name of the individuals who performed the sampling or measurements;

   c. The date and time the analyses were performed;

d. The name of the individuals who performed the analyses;

e. The analytical techniques or methods supporting the information such as observations, readings, calculations and bench data used;

f. The results of such analyses; and

g. Chain of custody documentation.

H. Reopener

This permit may be reopened to modify conditions to meet new regulatory standards duly adopted by the board. Cause for reopening a permit includes, but is not limited to when the circumstances on which the permit was based have materially and substantially changed, or special studies conducted by the board or the permittee show material and substantial change, since the time the permit was issued and thereby constitute cause for permit modification or revocation and re-issuance.

I. Compliance with State and Federal Law

Compliance with this permit constitutes compliance with the VWP permit requirements of the State Water Control Law. Nothing in this VWP permit shall be construed to preclude the institution of any legal action under or relieve the permittee from any responsibilities, liabilities, or other penalties established pursuant to any other state law or regulation or under the authority preserved by § 510 of the Clean Water Act.

J. Property rights

The issuance of this permit does not convey any property rights in either real or personal property, or any exclusive privileges, nor does it authorize injury to private property or any invasion of personal rights or any infringement of federal, state or local law or regulation.

K. Transferability

Except as provided for under automatic transfer, a permit shall be transferred only if the permit has been modified to reflect the transfer or has been revoked and reissued to the new permittee. A permit shall be automatically transferred to a new permittee if:

1. The current permittee notifies the board within 30 days of the proposed transfer of the title to the facility or property;

2. The notice to the board includes a written agreement between the existing and proposed permittee containing a specific date of transfer of permit responsibility, coverage and liability to the new permittee, or that the existing permittee will retain such responsibility,

coverage, or liability, including liability for compliance with the requirements of any enforcement activities related to the permitted activity; and

3. The board does not within the 30-day time period notify the existing permittee and the new permittee of its intent to modify or revoke and reissue the VWP permit.

L. Civil and criminal liability

Nothing in this permit shall be construed to relieve the permittee from civil and criminal penalties for noncompliance.

M. Unauthorized discharge of pollutants

Except in compliance with this permit, it shall be unlawful for the permittee to dredge, fill or discharge any pollutant into, or adjacent to surface waters, or otherwise alter the physical, chemical or biological properties of surface waters, excavate in wetlands, or on or after October 1, 2001, conduct the following activities in a wetland:

1. New activities to cause draining that significantly alters or degrades existing wetland acreage or functions;

2. Filling or dumping;

3. Permanent flooding or impounding; or

4. New activities that cause significant alteration or degradation of existing wetland acreage or functions.

N. Severability

The provisions of this permit authorization are severable.

O. VWP Permit Extension

Any permittee with an effective VWP permit for an activity that is expected to continue after the expiration date of the VWP permit, without any change in the activity authorized by the VWP permit, shall submit written notification requesting an extension. The permittee must file the request prior to the expiration date of the VWP permit. Under no circumstances will the extension be granted for more than 15 years beyond the original effective date of the VWP permit. If the request for extension is denied, the VWP permit will still expire on its original date and, therefore, care shall be taken to allow for sufficient time for the board to evaluate the extension request and to process a full VWP permit modification, if required.

(4) DOC Water Plant

STATE DEPARTMENT OF HEALTH
ENGINEERING DESCRIPTION SHEET

DATE: January 15, 1998
(Revised July 28, 2006)

WATERWORKS NAME: Fluvanna Correctional Center for Women

CERTIFIED CLASS: II

COUNTY/CITY: Fluvanna County

TYPE: Community

LOCATION: This waterworks is located on the south side of U.S. Route 250 approximately 3 miles west of the intersection of U.S. Route 250 and U.S. Route 15 at Zion Crossroads.

OWNER: Virginia Department of Corrections
Contact: Mr. Roy E. Carter, III
6900 Atmore Drive
P.O. Box 26963
Richmond, VA 23261
Phone: 804-674-3000 (Richmond)
Phone: 434-984-3700 (Local Office)

OPERATOR: Virginia Department of Corrections
Contact: Mr. Robert Wheeler (Class I license)
Fluvanna Correctional Center for Women
P.O. Box 1000
Troy, VA 22974
Phone: 434-963-2584 **Fax:** 540-963-2587

PERMIT NUMBER: 2065250

DATE ISSUED: January 15, 1998

TYPE OF TREATMENT: Pre-oxidation, Rapid mixing, Flocculation/Clarification, Filtration, Chlorination, Corrosion Control

SOURCE: Mechunk Creek

DESIGN CAPACITY: 0.25 MGD

DESCRIPTION OF SYSTEM

The Fluvanna Correctional Center for Women waterworks consists of a raw water intake and pump station on Mechunk Creek, a 40 MG raw water storage impoundment, a raw water impoundment pump station with pre-oxidation chemical feed capability, dual solids contact reactor flocculator/clarifiers, dual high rate gravity sand filters, chlorine disinfection and corrosion control treatment. Distribution storage facilities consist of a 300,000 gallon welded steel, elevated tank. Emergency generators are also provided.

Raw Water Source and Intake: The raw water intake is located on Mechunk Creek, which is approximately 2.7 miles west of the correctional facility. The run of the river intake is provided with three non-clog submersible pumps protected by intake screens. An air burst system is

also provided to clean the protective screens. Pump number 1 will deliver 200 gpm at 170 feet TDH and is equipped with a 30 HP motor. Pumps number 2 and 3 will deliver 500 gpm at 193 feet TDH each and are equipped with 60 HP motors. Raw water piping consists of 13,400 feet of 10 inch diameter PVC water main.

From the Mechunk Creek intake and pump station, water is delivered to a raw water impoundment located adjacent to the correctional facility. The basin has a maximum water depth of 30 feet and provides a total volume of 40 million gallons and an effective storage volume of 35 million gallons. The calculated safe yield of the river intake/storage impoundment is 250,000 gpd. The impoundment is provided with a water withdrawal structure, pump station and chemical feed building. The withdrawal structure consists of four 12 inch ductile iron pipes which allow for water withdrawal from the impoundment at elevations 419, 429, 439 and 446 feet, respectively. The pump station is equipped with dual non-clog submersible pumps each capable of delivering 280 gpm at 14.87 feet TDH to the water treatment plant.

The water treatment plant is enclosed in an 84 foot by 44 foot treatment building. The facility consists of chemical feed facilities, in-line static mixer, dual solids contact flocculator/clarifiers, two dual media, high rate gravity filters, gas chlorination and other chemical feed facilities.

Chemical Feed Capability: Provisions are provided to feed carbon and potassium permanganate at the impoundment and liquid alum, soda ash, polymer, corrosion inhibitor and chlorine at various locations within the water treatment plant.

The **carbon feeder** is located in the 10 foot by 15 foot impoundment pump station control building and consists of a volumetric, screw type feeder with a 1.6 cubic feet hopper and 75 gallon fiberglass solution tank with a ¼ HP mixer. The feeder is capable of a maximum feed rate of 2.0 cubic feet per hour. Piping is provided to feed carbon into the discharge of the impoundment raw water pump station.

The **potassium permanganate** feeder is located in the 10 foot by 15 foot impoundment pump station control building and consists of a 35 gallon solution tank and an electronic diaphragm metering pump rated at 0.44 gallons per hour (10.6 gallons per day). Potassium permanganate solution is injected into the discharge of the impoundment raw water pump station.

The **liquid alum** feed equipment includes an outside 1,500 gallon bulk storage tank, a 30 gallon day tank, and a solution metering pump capable of delivering 1.83 gallons per hour (44 gallons per day). Liquid alum is injected just prior to the in-line static mixer. A spare alum feeder is provided.

The **soda ash** feed equipment consists of a volumetric, screw type feeder with a 1.6 cubic feet hopper and 75 gallon fiberglass solution tank with a ¼ HP mixer. The feeder is capable of a maximum feed rate of 2.0 cubic feet per hour. Piping is provided to feed soda ash into the raw water line just ahead of the static in-line mixer and into the finished water clearwell.

The **poly-phosphate corrosion inhibitor** feed equipment consists of a drum mounted, electronic chemical feed pump rated at 2.37 gallons per hour (57 gallons per day). Poly-phosphate solution is contained in 55 gallon drums from the manufacturer. The pump discharges directly into the finished water clearwell.

The **polymer** feed equipment consists of a 30 gallon storage tank, ½ HP mixer, and a dual feed metering pump capable of delivering a maximum of 16 gallons per hour. Piping is provided to inject polymer into the raw water line ahead of the in-line static mixer and to the filter influent.

Rapid Mix: Rapid mixing is provided by an in-line static mixer measuring 6 inches in diameter by 3.0 feet long located in the raw water influent main. Chemical injection points are provided for soda ash, liquid alum, chlorine, and polymer.

Flocculation/Clarification: Following chemical addition and rapid mixing, water flows into dual upflow solids contact flocculator/clarifiers. Each unit measures 16 feet in diameter with a side water depth of 12 feet 4 inches and provides a total volume of 18,800 gallons. Each unit is designed to handle a flow rate of 140 gpm providing a total hydraulic detention time of 134 minutes (2.23 hours). The internal cone section has a slope of 50 degrees from the horizontal and separates the flocculating zone from the settling zone. The flocculating zone has an effective volume of 2,900 gallons and provides a hydraulic detention time of 20 minutes. The propeller type flocculator/mixer measures 13 inches in diameter and is equipped with a variable speed control unit. The solids contact upflow clarifier section has an effective surface area of 149.23 ft^2. The corresponding surface overflow rate is 0.96 gpm/ft^2 at the 140 gpm design flow rate. The clarifier section effective volume is 15,900 gallons providing a hydraulic detention time of 1.9 hours.

Coagulation control is provided by a Streaming Current Monitor. Additional process control/monitoring includes constant monitoring and recording turbidimeters for the raw water, settled water, filter effluent, and finished water; and constant monitoring and recording pH for the treated water (flash mix effluent), applied water, and finished water.

Filtration: Filtration is provided by two dual media high rate gravity filters. Each filter measures 5.5 feet by 6.7 feet for a surface area of 37 ft^2. The effective filtration rate is 3.8 gpm/ft^2 at the 280 gpm design flow rate (140 gpm per filter). Filter media consists of an 18 inch layer of 1.0 to 1.2 mm anthracite and a 12 inch layer of 0.45 to 0.55 mm silica sand. The filter underdrain system consists of a steel plate with threaded connections on 8 inch centers over the entire filter bottom. The threaded openings are provided with high strength plastic distributors with 0.014 inch slots. Filter backwash is provided at a design rate of 15 gpm/ft^2 with a simultaneous air scour of not less than 2 cfm/ft^2. Filter backwash water is provided by gravity from the elevated storage tank.

Disinfection: Chlorination equipment consists of dual V-Notch, wall mounted, vacuum chlorinators located in an 8 foot by 14 foot separate room in the water treatment building. The chlorination system includes two gas manifolds each with three 150 pound cylinder connection, auto switchover controls, two-cylinder scale, emergency repair kit, chlorine leak detector, and wall mounted self contained gas mask. Solution piping allows chlorine injection into the raw water at the static mixer, into the filter influent, and into the finished water clearwell. Each chlorinator is capable of delivering 100 pounds per day.

The finished water clearwell provides chlorine contact prior to pumping into the elevated storage tank. Three baffle walls are provided to prevent short circuiting. The clearwell flow path measures 110 feet long by 5 feet wide with a 6 feet normal water depth. The clearwell provides a total effective volume of 24,684 gallons and an effective hydraulic detention time of 88 minutes at the 280 gpm design flow rate. The calculated log inactivation for Giardia from the disinfection process (CT) is 1.481 assuming a free chlorine residual of 1.0 mg/L, a pH of 7.5 and a water temperature of 5°C.

Finished Water Pumps: Clearwell finished water pumping is provided by two, 25 HP, three stage, vertical turbine pumps each of which will deliver 280 gpm at 198 feet TDH. Finished water is pumped into the distribution system and elevated water storage tank via a 12-inch water main.

Storage: Distribution storage is provided by a 300,000 gallon welded steel elevated storage tank. The elevated tank is a double-ellipsoidal design with a net storage capacity of 300,000 gallons and a head range of 30 feet. The base of the tank rests on a circle of peripheral tubular steel columns 135 feet above the ground surface. A 12 inch in diameter ductile iron inlet/outlet pipe terminates 18 inches above the bottom of a 48 inch in diameter steel riser pipe which conveys the water to/from the tank. The riser pipe contains an interior ladder extending from the base of the riser to the roof access hatch and a 14 inch by 18 inch manhole located 3 feet above the foundation. Tank appurtenances include an 8 inch diameter, screened overflow pipe with flap gate discharging onto a splash pad at grade level, a 6 inch diameter screened tank drain, a 24 inch diameter watertight shoebox-type roof access hatch, a 20 inch diameter screened tank vent at the center of the roof; fixed ladders on the tower from 10 feet above grade to a circumferential balcony, a fixed outside ladder to the roof hatch, and a flashing red beacon.

EVALUATION OF SYSTEM

Design Capacity: Per *Waterworks Regulations*, one ERC (Equivalent Residential Connection) = 400 GPD – defined as a volume of water assumed to be used by a residential connection.

Source Water Safe Yield: The safe yield of the Mechunk River intake and 40 million gallon impoundment has been calculated by Dewberry and Davis to be equal to 250,000 gpd.

Raw Water Pumping: Mechunk River Pump Station maximum pumping capacity with the single largest pump out of service is equal to 700 gpm (1,008,000 gpd). The Department of Environmental Quality withdrawal permit (VWP Permit No. 95-0957) limits the maximum instantaneous withdrawal from Mechunk Creek to 500 gpm (720,000 gpd).

Impoundment Raw Water Pumping: The impoundment pump station single pump design capacity is equal to 280 gpm (400,000 gpd).

Treatment Design Basis: The treatment facility is designed for a maximum design flow of 280 gpm (400,000 gpd) limited by the rate of filtration to 3.8 gpm/ft2 and the effective hydraulic capacity of the solids contact flocculator/clarifier.

System Storage: Distribution system storage is provided by a 300,000 gallon elevated storage tank. In order to maintain 20 psi at the critical point in the system during a fire flow event, 28 psi must be maintained at the base of the tank. Therefore, usable volume in the riser pipe will start at a point (28 x 2.3077) = 64.6 feet above ground level and rise to the bottom of the tank at 135 feet above the ground surface.

Therefore, the effective total storage volume of the tank is:

$$300{,}000 \text{ gal} + (135 \text{ ft} - 64.6 \text{ ft})\ \pi\ (2 \text{ ft}^2) \times (7.48 \text{ gal/ft}^3) = 306{,}618 \text{ gal}$$

$$306{,}618 \text{ gal} \div 200 \text{ gal/ERC} = 1{,}533 \text{ ERCs}$$

$$1{,}533 \text{ ERCs} \times 400 \text{ gpd/ERC} = 613{,}236 \text{ gpd}$$

Based on the above evaluation, the design capacity of the overall waterworks is equal to 250,000 gpd limited by the safe yield of the Mechunk Creek intake and proposed impoundment. The water treatment facility is designed to treat a flow rate of 280 gpm or 400,000 gpd and is approved to treat water at this flow rate when available from the source impoundment.

JWM/SJK/kl

(5) Aqua Proposal for Water & DOC Sewer

AQUA.

Aqua Virginia, Inc.
2414 Granite Ridge Rd.
Rockville, VA 23146

T: (804) 749-8868
F: (804) 749-8002
www.aquaamerica.com

May 4, 2012

BY HAND DELIVERY

Mr. Steven M. Nichols, County Administrator
Fluvanna County Office Building, Main Street
P. O. Box 540
Palmyra, Virginia 22963

Re: **Proposal to Provide Water Service & a Sewer Collection System to Zion Crossroads**

Dear Mr. Nichols:

On behalf of Aqua Virginia, Inc., we are pleased to provide this proposal to initiate the approval process pursuant to Virginia Code §56-575.4(A) of the Public–Private Educational Facilities Infrastructure Act (PPEA).

Please let us know the amount of your proposal review fee, if any, and we will promptly provide it to you.

As required by the Section VI.A of the County of Fluvanna Amended and Restated Guidelines and Procedures and by the applicable provisions of the PPEA, we are enclosing the following items for your consideration in reviewing this proposal:

QUALIFICATION AND EXPERIENCE

Legal Structure of Aqua: Aqua Virginia, Inc., a Virginia corporation, is a subsidiary of Aqua America, Inc., one of the nation's largest investor owned water and wastewater utilities that serves approximately 3,000,000 residents in 13 states (hereinafter, "Aqua").

Experience & Organizational Aspects of Project: We have been in business since 1886 and have a proven track record of making the necessary capital investments to ensure environmentally safe and reliable services wherever we operate. Aqua owns and operates over 140 water and sewer systems throughout Virginia and servers over 27,000 customers. Aqua is no stranger to Fluvanna County. In fact, one of Aqua America, Inc.'s affiliates, Aqua Resources, Inc., is among the top four taxpayers in Fluvanna County. (See: County Comprehensive Plan, page 146.) In addition, we have extensive experience in the construction and management of water treatment and wastewater treatment facilities, including the lines and facilities necessary for their operation.

For purposes of the organizational structure of the proposed project, Aqua would be solely responsible for constructing the water and wastewater facilities, either directly or through the use of its own subcontractors. From a management perspective, it is anticipated that all subcontractors shall be solely responsible to Aqua with respect to project implementation.

We have engaged in numerous projects that are comparable to this proposal. For example, since 2004, Aqua Virginia, Inc. has spent over 52 million in capital improvements to water and sewer systems, upgrading Lake Monticello's WWTP from 0.6 to 0.775 MGD, constructing a 3 MGD settling basin at the Lake Monticello's water plant, and overall at Aqua America, capital spending was 330 million in 2011 which included many miles of new water mains. The key personnel managing this project would be Clifton L. Parker, IV, P.E., Director Corporate Development & Engineering, and Tim E. Castillo, Area Manager.

We anticipate that the engineering and design work for the project will be handled by Thomas Davis Rust, P.E., PHR+A, a Pennoni Company, 14532 Lee Road, Chantilly, Virginia 20151. The construction firms for the project could likely be one of the following companies, depending upon bidding responses and availability:

W.C. Spratt, Pete Strychowski
PO Box 824
Fredericksburg, VA 22404

KP Glass, Chris Simms
2423 Granite Ridge Road
Rockville, Virginia 23146

WCC Cable, Tim Rioux
4809 Ewell Road
Fredericksburg, Virginia 22408

To the extent that completion guarantees are negotiated, it is likely that the following bonding company will be engaged by Aqua: Traveler's Casualty and Surety Company of America.

Contact Information: The names and addresses of the persons who may be contacted for further information concerning this proposal are as follows:

Clifton L. Parker, IV, P.E., Director Corporate Development & Engineering
2414 Granite Ridge Road
Rockville, Virginia 23146
(804) 310-0398 / Email: CLParkerIV@aquaamerica.com

Financial Statement: For your consideration, we are enclosing our most recently audited financial statements shown in the 2011 Annual Report.

Conflict of Interests: To the best of my information and belief, there are no persons who would be voting upon the merits of this project as a County officer who would have to disqualify himself or herself from participation in any transaction arising from or in connection with the project pursuant to the Virginia State and Local Government Conflict of Interest Act.

PROJECT CHARACTERISTICS

Project Conceptual Maps: We have enclosed two topographic maps entitled, "AQUA VIRGINIA, INC., **Exhibit A**, Concept Drawing Proposed Route from L.M. to Zion Crossroads," dated March 9, 2012, indicating the location of the qualifying project as well as **Exhibit B**, entitled, "AQUA VIRGINIA, INC., Exhibit B, Concept Drawing, Proposed Route from Prison to Zion Crossroads" dated March 9, 2012.

Description of the Water Project: Aqua proposes to construct a potable water line from Lake Monticello's water plant that will extend approximately 8.5 miles, as shown on the attached Exhibit A, to approximately the Route 15 and Route 250 intersection ("Water System"). The Water System shall include, but not be limited to, the pipe, easements and right of ways, pumps, storage tanks, meters, hydrants, all appurtenances associated with water supply, and infrastructure installed as part of the construction, operation, maintenance, and replacement of the System.

The general terms and assumptions for the Water System are as follows:

a. The Department of Corrections will be the initial customer using water in the amount of approximately 120,000 gallons per day ("GPD").

b. An Aqua affiliated company shall design, permit, construct, own, operate, and maintain the Water System at its sole cost and expense.

c. Fluvanna County shall be responsible for securing and administering all of its customers and its service territory served by Aqua's waterline.

d. Fluvanna County, at its sole discretion, will establish water connection fees and rates, and collect those monies.

e. Aqua, through its affiliate, will provide up to 500,000 GPD of capacity in the Water System to Fluvanna County.

f. Aqua shall prepare and submit the proposed engineering report to the Virginia Department of Health for the System.

g. Aqua and Fluvanna County will jointly coordinate the construction project for the Water System and Sewer System, easement acquisition, design, bidding, construction, and start-up of the System at Aqua's expense estimated at $9,061,340.00, with the understanding that if the total project bid plus other costs, including, but not limited to, "soft costs," exceed 20% of the estimate, Aqua may suspend the project, with the option of making changes and re-bidding.

h. Fluvanna County will take a dominant role along with Aqua in acquiring any needed easements on behalf of the Water System and Sewer System. County staff efforts on this project will be at the County's expense.

i. Aqua will supply the Water System with water, operate the Water System, process Miss Utility tickets, read Fluvanna County's customer's meters serviced by Aqua's Water System, and supply the meter readings to Fluvanna County monthly.

j. Fluvanna County will make taps to the Water System and Sewer System and be responsible for its metered connections and service lines.

k. Aqua shall inspect and approve all taps to the water main for a nominal fee that will be negotiated by the parties.

l. Aqua shall meter all flow into the water main from Lake Monticello's water plant.

m. Fluvanna County shall be responsible for an annual payment of $950,000.00 per year for the Water System, subject to annual increases based upon the Consumer Price Index ("CPI") that governs the greater Charlottesville, Virginia area. The annual payment is estimated based on a $9,061,340.00 project cost, which includes right-of-way acquisition fees, and shall entitle Fluvanna County to 127,000 GPD of flow for no additional charge. For any usage over the 127,000 GPD, Fluvanna County shall be responsible for the payment of $2.95 per thousand gallons, subject to annual increases based upon the CPI. In the event that the acquisition cost of the necessary right-of-ways and the project is more or less than estimated, the annual payment and the commodity based payment will be re-calculated.

n. The terms of the water agreement for the Water System between Fluvanna County and Aqua shall be 20 years, or such other term as may be mutually agreeable. At the end of 20 years, the agreement may be renewed or cancelled upon mutual agreement of the parties. Upon completion of the terms of the agreement, Fluvanna County may purchase the system from Aqua for the remaining net plant value, also called undepreciated asset cost, of the Water System.

Description of the Sewer Project Also, Aqua, through its affiliate, agrees to design, build, install, own, and operate a sewer collection system (hereinafter, the "Sewer System") for the Rt. 250 economic development corridor. The Sewer System shall discharge to the Virginia Department of Corrections ("DOC") facility near Zion Crossroads, subject to an

Agreement with the County and DOC that Fluvanna County will be responsible for negotiating. The DOC, and any other customers, will be billed a metered rate based on their water usage by the county using the available water meter reading data provided by Aqua. The Sewer System will generally consist of 15,000 feet of line to the DOC's wastewater plant. It is anticipated that the Sewer System will be a low pressure system that will require that all customers install, own, maintain, and replace an individual grinder pump at the individual customer's expense. Fluvanna County shall be responsible for a monthly payment to Aqua of $7,908.00 ($94,900.00 per year), subject to annual increases based upon the Consumer Price Index ("CPI") that governs the greater Charlottesville, Virginia area. This monthly minimum payment shall entitle Fluvanna County to 4,000 gallons per day of flow for no additional charge. For any usage over the 4,000 gallons per day, up to the DOC plant's capacity to accept flows estimated at 150,000 GPD, Fluvanna County shall be responsible for the payment of $0.10 per thousand gallons. A 20 year agreement with a renewal option and similar terms outlined above shall be defined in a definitive sewer agreement.

Work to be Performed by Fluvanna County: Except to the extent described above, it is not anticipated that Fluvanna County will be performing any work. However, it will be essential that Fluvanna County enter into appropriate agreements with the Department of Corrections as previously described and that the County facilitate easement acquisition as follows:

Easement Acquisition: Aqua proposes to secure necessary easements or other property interests by directly negotiating with affected property owners through Aqua's own employees and/or agents. In the event that such good faith negotiations are unsuccessful, then Fluvanna County would exercise its powers under eminent domain to acquire such necessary easements or other property interests, and Aqua would be responsible for paying the costs of the same, provided that such costs are within the $9,061,340.00 budgetary amount set forth in subparagraph (g) & (m) above. In the event that the estimated or actual costs of acquiring such easements or other property interests, including the costs associated with attorney fees, appraisal and other litigation related costs, cause the overall project budget to exceed the $9,061,340.00 amount, then Aqua reserves the right to withdraw from the project without incurring further expenses.

Required Permits & Approvals: The following is a list of all federal, state and local permits and approvals required for the proposed project from local, state, or federal agencies and a projected schedule for obtaining such permits and approvals:

1. Virginia Department of Health (VDH), Construction Permit for Watermain Extension and Issuance of New PWSID for the Water System to Zion Crossroads, estimated schedule is four months to acquire permit.

2. VDOT Permit, for water and sewer lines to be installed along the public right of way on Rt.250, estimated four months.

3. Army Corps of Engineers & Department of Environmental Quality, Joint Permit, to Cross Rivanna River, estimated time four months.

4. Fluvanna County Erosion and Sediment Control Permit, estimated time, two months.

5. Private Easements, estimated time, six to twelve months.

Anticipated Social, Economic and Environmental Impacts: We believe that the proposed project provides the opportunity for enhanced social, economic and environmental gains for Fluvanna County. The Water System and the Sewer System offer significant social and economic opportunities for the County by providing a safe and reliable water source and wastewater treatment facility for economic development in and about the Zion Crossroads area. Such economic development will provide potential jobs for County citizens as well as provide enormous potential for an enhanced tax base for the County, including, real estate taxes, machinery and tools taxes and general business taxes. Both the Water System and the Sewer System will utilize state of the art equipment and methodologies that will more than adequately protect the environment. No adverse social, economic and environmental matters are anticipated.

Proposed Schedule for Work: For purposes of scheduling the project, it is anticipated that the date for initiating the project would be no later than 30 days after the definitive agreement is executed and the County indicates it is ready for Aqua to begin engineering and survey work, and that completion of the project is estimated to be completed within twelve to eighteen months, subject to easements and regulatory approvals.

Risk Allocation and Liability for Work Completion: The risks associated with the timely completion of the proposed project is minimal for both Fluvanna County and Aqua due to the fact that the County will control, through its negotiations with DOC, the timing of the completion of the project and the commencement of delivery of services. With this being the case, the County is in the position to fully protect both parties in this regard.

Assumptions Relating to Ownership, Legal Liability & Operations: For a summary of these matters, please refer to the above section entitled "**Description of the Water & Sewer Project.**"

Phasing of Project Openings: It is not presently anticipated that the project will be phased with respect to the completion dates and delivery of services. However, the timing of bringing the Water System and the Sewer System on line at varied periods is certainly feasible and is a matter for detailed discussion in the negotiation of any interim or comprehensive agreement between the parties. Initially, the water system will be built and serve DOC and the sewer system will likely be built later after appropriate customers have been identified by Fluvanna County.

Assumptions and Contingencies: The two critical assumptions and contingencies that affect the project are as follows: (1) Fluvanna County will need to negotiate an appropriate user agreement with DOC that is satisfactory to the County and Aqua; and, (2) The County will need to assist in the acquisition of all required easements that cannot be obtained by Aqua.

PROJECT FINANCING

Estimated Cost of Project & Cost Estimate Methodology: We estimate that the Water System will cost approximately $9,061,341.00, and that the Sewer System will cost approximately $ 900,000.00. Our methodology in estimating costs is based upon the length of the lines and related facilities as compared to the costs that we have typically experienced on comparable projects.

Aqua intends upon financing the project by using its access to capital through public markets as well as using income from continuing operations. Aqua has no financing contingency for this project. As specified in the attached Annual Report, Aqua's 2011annual revenues were 711 million dollars which is more than sufficient to meet the expenditures needed for this project.

- *Submit a plan for the development, financing, and operation of the project showing the anticipated schedule on which funds will be required. Describe the anticipated costs of and proposed sources and uses for such funds including any anticipated debt service costs. The operational plan should include appropriate staffing levels and associated costs. Include supporting due diligence studies, analyses, or reports.*

  As funds are required for the project, Aqua will have those funds immediately available. Aqua has ample staffing and has no financing contingency for this project.

- *Include a list and discussion of assumptions underlying all major elements of the plan. Assumptions should include all significant fees associated with financing given the recommended financing approach. In addition complete disclosure of interest rate assumptions should be included. Any ongoing operational fees, if applicable, should also be disclosed as well as any assumptions with regard to increases in such fees.*

  Aqua has no financing contingency for this project.

- *Identify the proposed risk factors and methods for dealing with these factors.*

  Aqua has no financing contingency for this project.

- *Identify any local, state, or federal resources that the proposer contemplates requesting for the project. Describe the total commitment, if any, expected from governmental sources and the timing of any anticipated commitment. Such disclosure*

should include any direct or indirect guarantees or pledges of the County's credit or revenue.

There are no local, state, or federal resources required for this project. Aqua has no financing contingency for this project.

- *Identify the amounts and the terms and conditions for any revenue sources.*

  Revenues from the utility system will be paid to the county according to rates which will be set by the county. Aqua has no financing contingency for this project.

- *Identify any aspect of the project that could disqualify the project from obtaining tax-exempt financing.*

  No application for tax exempt financing is required. Aqua has no financing contingency for this project.

PROJECT BENEFIT & COMPATIBILITY

Beneficiaries of the Project: We believe that the proposed project provides tremendous economic benefits for Fluvanna County, as well as the general region. The Water System and the Sewer System offer substantial economic benefits for the County by providing a safe and reliable water source and wastewater treatment facility for economic development in and about the Zion Crossroads area. Such economic development will provide potential jobs for County and area citizens as well as provide enormous potential for an enhanced tax base for the County, including, real estate taxes, machinery and tools taxes and general business taxes. Both the Water System and the Sewer System will utilize state of the art equipment and methodologies that will more than adequately provide the environment. The DOC also will benefit from the project through the availability of an improved wastewater system.

Support for the Project: It is anticipated that area property owners should strongly support the project in light of the fact that it will provide significant economic development opportunities for all the properties in the area through the provision of a reliable water and wastewater system. In addition, the State should be quite supportive due to the benefits accruing to the local DOC facility. At the present time, we are not aware of any opposition to the proposed project.

Informing the General Public: Aqua is committed to working with the County to have community informational meetings and other appropriate public notices to inform the general public and the business community of the nature of the project and its anticipated benefits.

Benefits to County, Community & Region: Please refer to "Support for Project" above. In addition, the Zion Crossroads area has a vast potential for commercial development. However, without the availability of water and sewer, the potential will not be fully realized. Our project provides reliable water and sewer service to this area of the County and will allow the properties to reach their highest and best use from a commercial development standpoint. The DOC also will benefit from the project as it will not have to replace its aging water plant and will be able to sell its excess sewer plant capacity to further enhance the cost efficiency of the facility to the benefit of Virginia.

Compatibility with the County Comprehensive Plan: The County Comprehensive Plan has the following vision for the Zion Crossroads area: "The Zion Crossroads area is the primary commercial node, with primarily retail and office uses, but also light industrial and mixed-use, mixed-income residential development." (Page 136 of the County Comprehensive Plan.) The following uses are encouraged in this part of the County: Large/Medium/Small Commercial Offices; Civic; Multi-Family Residential; Regional Mixed-Use; Regional Employment; and, Neighborhood Mixed-Use. (See: "Summary of Community Planning Areas," updated April 2012.) Our proposed project furthers this vision and each of the aforementioned uses by providing the water and sewer infrastructure needed to allow this area to reach its full potential. Currently, it is our understanding that neither the County capital improvements budget, nor any other government spending plan will provide for the implementation of this needed water and sewer infrastructure. Accordingly, our proposal under the PPEA will allow the County to attain the type of commercial growth envisioned by the Comprehensive Plan.

Minority Owned Businesses: Aqua is committed to encouraging opportunities for minority-owned businesses, woman-owned businesses, and small businesses in general, and is willing to work with the County to further these goals on the proposed project.

MISCELLANEOUS MATTERS

The County's Plans for Development of Similar Facilities: Aqua is not aware of any plans of development that Fluvanna County may have for projects similar to the one that we are now proposing. Accordingly, we believe that this project will provide the County with a unique opportunity to address its water and wastewater needs.

Public Utility Crossings: The following is a list of public utility facilities that will be crossed by the proposed project along with our plans to accommodate such crossings:

Directionally drilling under state waters requires a permit as identified in Required Permits and Approvals above. Additionally, new mains along public right of ways require VDOT permits.

User Fees: User fees and other service payments over the term of the anticipated interim or comprehensive agreement pursuant to Virginia Code §56-575.9 or 56-575.9:1 and

the methodology and circumstances for changes to such user fees and other service payments over time are as hereinbefore set forth.

In connection with your consideration of our proposal, we ask that the Board of Supervisors take the following actions:

- Please determine whether to accept our proposal in accordance with the requirements of Virginia Code §56-575.16. In so doing, we would appreciate it if you would take formal Board action to determine that the project (including both the Water System and Sewer System) serves a public purpose under the standards provided in Virginia Code §56-575.4(C).

- In the event that you wish to approve moving forward with this proposal, please establish a date for the commencement of activities related to the project pursuant to Virginia Code §56-575.4(F). Of course, you may extend such date from time to time, as needed.

- Please comply with the requirements under Virginia Code § 56-575.17 regarding the posting requirements, public comment and public access to the applicable records as the same relate to our conceptual proposal.

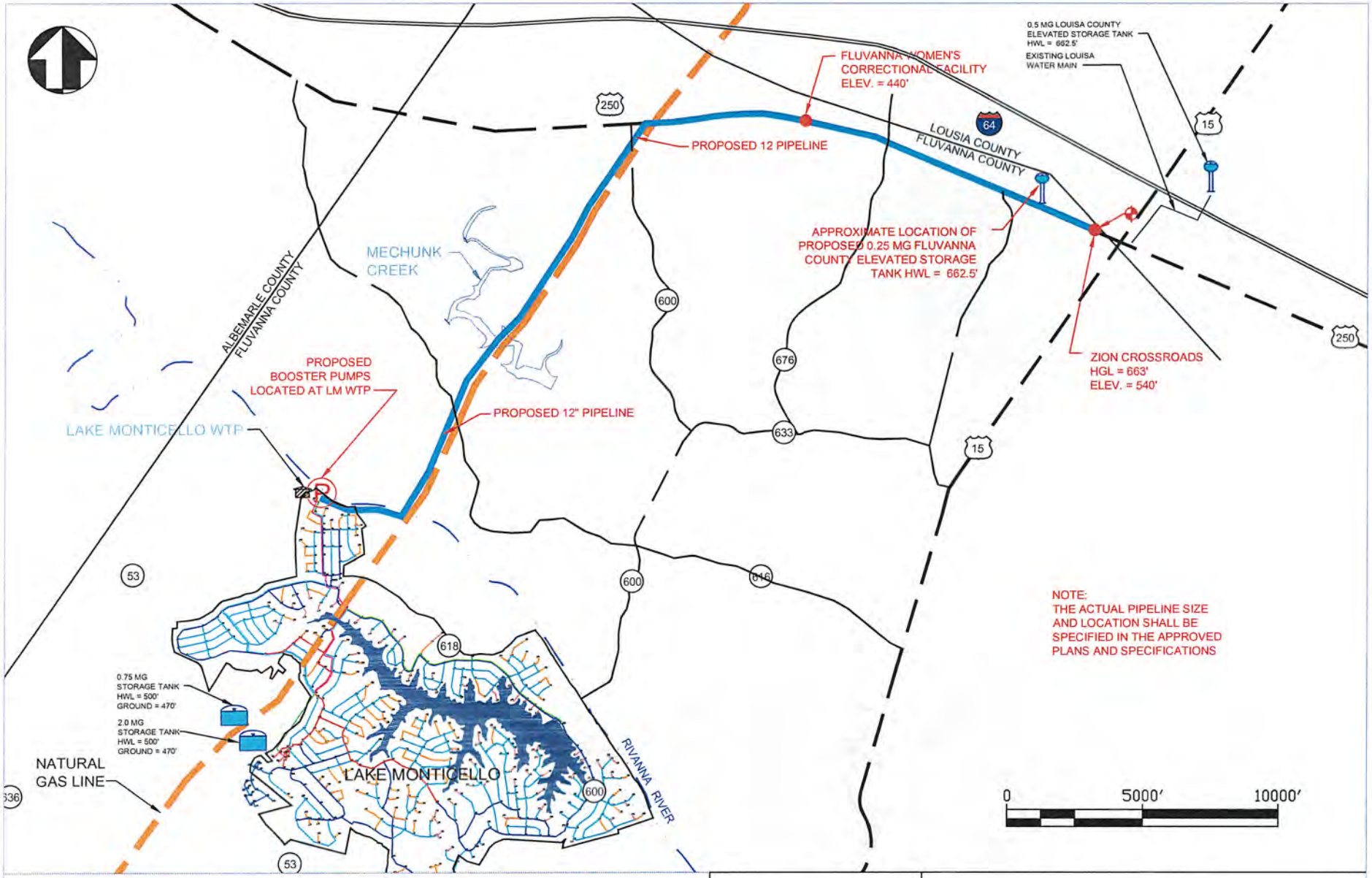
Please note that our proposal is subject to and conditioned upon our being able to successfully negotiate a mutually acceptable interim or comprehensive agreement with Fluvanna County under Virginia Code pursuant to §56-575.9.

We look forward to the opportunity of working with you and serving your community. Should you need any additional material or information, please contact either me or Clifton Parker, IV, P.E., of my staff at (804) 749-8868 x12 (office), (804) 310-0398 (cell), or CLParkerIV@aquaamerica.com.

Sincerely,

Shannon V. Becker, Interim Vice
President & Chief Operating Officer
Aqua Virginia, Inc.

Cc: Shaun V. Kenney, Chairman
Fluvanna County Board of Supervisors



NEW MAINS

NEW WATER MAIN

EXISTING GAS MAINS

GAS MAIN

THIS DRAWING IS THE PROPERTY OF AQUA VIRGINIA INC.

THIS DRAWING IS SUBMITTED WITH THE AGREEMENT THAT IT IS NOT TO BE REPRODUCED, COPIED, OR LOANED IN PART OR WHOLE. IT IS NOT TO BE USED IN ANY MANNER THAT MAY CONSTITUTE A DETRIMENT DIRECTLY OR INDIRECTLY TO AQUA. ACCEPTANCE OF DRAWING WILL BE CONSTRUED AS AN AGREEMENT TO THE ABOVE.

AQUA VIRGINIA INC

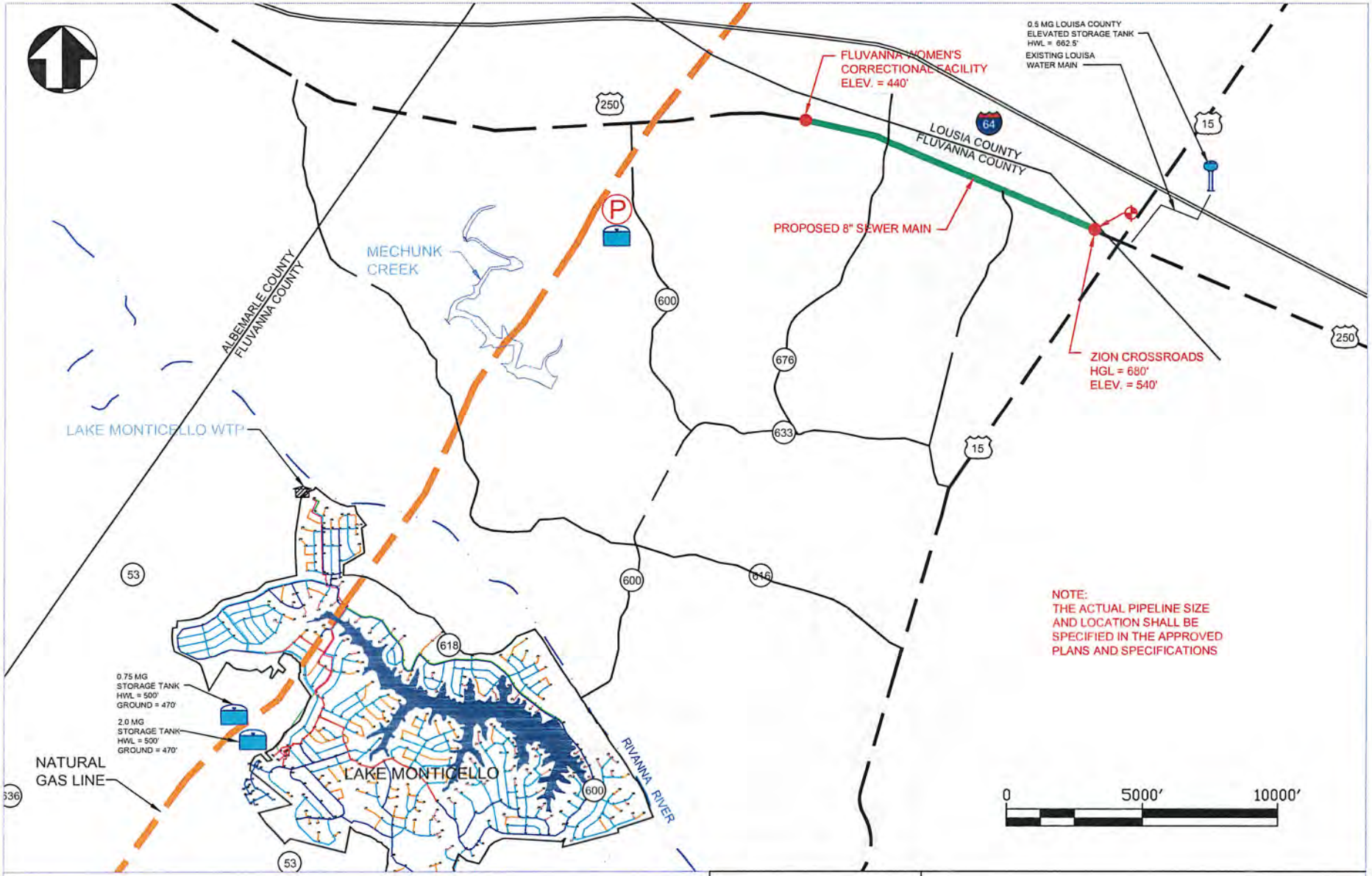
2414 GRANITE RIDGE ROAD ROCKVILLE, VA 23146 PH 804-749-8868

CONCEPT DRAWING, PROPOSED ROUTE FROM L.M. TO ZION CROSSROADS

COMPANY: AQUA VIRGINIA, INC.

LOCATION: FLUVANNA COUNTY, VA

FILE NAME	SHEET	DATE	SCALE	DRN. BY	MASTER NO.	P.W.S.I.D. NO.
FLUV. REG.	1	3.13.12	1"=5,000'	BAH	–	2065480



NEW MAINS

NEW SEWER MAIN

EXISTING GAS MAINS

GAS MAIN

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AQUA VIRGINIA INC
2414 GRANITE RIDGE ROAD ROCKVILLE, VA 23146 PH 804-749-8868

CONCEPT DRAWING, PROPOSED ROUTE FROM PRISON TO ZION CROSSROADS

COMPANY: AQUA VIRGINIA, INC.

LOCATION: FLUVANNA COUNTY, VA

FILE NAME	SHEET	DATE	SCALE	DRN. BY	MASTER NO.	P.W.S.I.D. NO.
FLUV. REG.	2	3.9.11	1"=5,000'	BAH	–	2065480

(6) JRWA Agreement

AN AGREEMENT BETWEEN LOUISA COUNTY, VIRGINIA, FLUVANNA COUNTY, VIRGINIA, THE LOUISA COUNTY WATER AUTHORITY, AND THE JAMES RIVER WATER AUTHORITY REGARDING THE JAMES RIVER WATER PIPELINE

Dated as of October 1, 2013

AGREEMENT

This Agreement ("Agreement") is made and entered into this first day of October, 2013, by and between LOUISA COUNTY, VIRGINIA, a political subdivision of the Commonwealth of Virginia with powers vested in its Board of Supervisors ("Louisa"), FLUVANNA COUNTY, VIRGINIA, a political subdivision of the Commonwealth of Virginia with powers vested in its Board of Supervisors ("Fluvanna"), the LOUISA COUNTY WATER AUTHORITY, a political subdivision of the Commonwealth of Virginia and a water authority created under the Virginia Water And Waste Authorities Act with powers vested in its Board of Directors ("LCWA"), and the JAMES RIVER WATER AUTHORITY, a political subdivision of the Commonwealth of Virginia and a water authority created under the Virginia Water and Waste Authorities Act with powers vested in its Board ("JRWA").

WHEREAS, Louisa, Fluvanna, LCWA, and JRWA (each a "Party" and collectively "the Parties") mutually desire to enter into this Agreement for the purpose of delineating their respective rights and duties regarding a water pipeline (the "James River Pipeline" or "Pipeline") from a point on the James River near the Town of Columbia to a point in Louisa County;

WHEREAS, the Parties wish to work cooperatively to provide a reliable public water supply to the citizens of Louisa and Fluvanna Counties;

WHEREAS, the Parties recognize that the current Virginia Department of Environmental Quality ("DEQ") water withdrawal permit held by JRWA for the Bremo Bluff area ("the Bremo Bluff Permit") should be moved to an area near the Town of Columbia ("the Columbia Permit");

WHEREAS, the planning, design, acquisition of real property, and construction of the James River Pipeline will require, among other things, a great deal of planning, engineering work, and site acquisition;

WHEREAS, the cost of the James River Pipeline may run into the tens of millions of dollars, and bonds may be necessary; and

WHEREAS, LCWA and JRWA have authority to enter this Agreement with one another and with each of the Counties, under Va. Code §§ 15.2-5114(11), 15.2-5115, and 15.2-5147, Fluvanna and Louisa may enter into this agreement pursuant to Va. Code § 15.2-5147 as regarding the authorities, and with each other pursuant to Va. Code § 15.2-2148;

NOW THEREFORE, in consideration of $10.00, cash in hand paid, as well as the mutual covenants, warranties, and agreements set forth herein, and intending to be legally bound, the Parties agree as follows:

1. Covenants Of The Parties

Subject to the terms and conditions of this Agreement, the Parties mutually covenant and agree that:

1.1 Funding of Property Acquisition, Design, and Construction

(a) *JRWA.*

i. JRWA agrees to fund, construct, operate, and maintain the James River intake and associated structures, the James River pipeline from the intake facility to a point near Route 6 west or north of the Columbia Community Planning Area (CPA), as the CPA is shown on the Fluvanna County Comprehensive Plan at the date of execution of this Agreement, as well as "T" connections and valves to allow Fluvanna and Louisa/LCWA connection to the JRWA system. The precise location of the point will be determined and agreed by the Parties at a later date based on engineering, planning, legal, and other considerations. JRWA will also bear the cost of the acquisition of all real property rights necessary to build the portion of the James River Pipeline that it will own, as laid out in Section 1.2(a), below.

ii. JRWA may fund its portion of the cost of the activities set out in Section 1.1(a)(i), above, through any lawful means including by issuance of bonds, through a direct contribution from Fluvanna and Louisa, or charge a connection fee and/or periodic water reservation charge to Fluvanna and Louisa proportional to its flow reservation. The amount of the charge which will be fairly and reasonably calculated to amortize the cost of constructing, operating, and maintaining the portion of the James River Pipeline referenced in Section 1.1(a)(i), above. JRWA is encouraged to apply for grants, gifts, subsidized loans, and other sources of funding.

iii. The fixed baseline operations and maintenance ("O&M") costs of JRWA property, incurred in the absence or regardless of flow, will be split evenly between Fluvanna and Louisa/LCWA. The variable O&M costs which can be attributed to water flows will be proportionally split based on actual water flow to each party, regardless of each party's actual customer location.

(b) *Fluvanna.*

i. If, after the effective date of this Agreement but prior to the start of final design of the Pipeline, Fluvanna identifies a location on the Louisa portion of the James River Pipeline at which Fluvanna desires to make a "T" connection, Louisa agrees to construct such "T" connection and the necessary increased pipe capacity, including any associated design, construction, and acquisition costs, at no cost to Fluvanna. The precise location of the point will be determined and agreed by the Parties at a later date based on engineering, planning, legal, and other considerations.

ii. In the event that Fluvanna decides to make additional connections to the James River Pipeline beyond the ones described in Sections 1.1(a)(i) and 1.1(b)(i) above, Fluvanna agrees to pay the incremental increase in costs of design, construction, and property acquisition up to the location of the additional "T" connections, plus the marginal cost of the additional "T" connections over the cost of a straight pipe, to that location.

iii. If, after design of the Pipeline has begun, Fluvanna identifies additional locations at which it desires to make a "T" connection to the James River Pipeline, Fluvanna agrees to pay Louisa/LCWA a fair and reasonable periodic reservation fee for the conveyance of the water to that point on the line. The amount of the fee will be fairly and reasonably calculated to amortize the incremental costs of design, construction, and property acquisition and ongoing O&M costs proportional to the flow capacity of the water reserved to Fluvanna.

(c) *Louisa & LCWA.*

i. Louisa and LCWA agree to fund, construct, operate, and maintain the James River Pipeline from a point near Route 6 west or north of the Columbia Community Planning Area (CPA), as the CPA is shown on the Fluvanna County Comprehensive Plan at the date of execution of this Agreement (*see* Section 1.1(a), above).

ii. Louisa and LCWA agree that they will fund and acquire all real property rights necessary to build the portion of the James River Pipeline that they will own, as laid out in Sections 1.2(a) and (b), below.

(d) *Route of the Pipeline.* The Parties agree that Attachment A to this Agreement shows the general or approximate location of the James River Pipeline. The specific location will be determined by the Parties in accordance with engineering, planning, legal, and other considerations at a later date. The Party that is contemplated to have responsibility for O&M under this Agreement will have final responsibility for choosing the specific route of the Pipeline. The specific route must substantially conform to the general or approximate location shown on Attachment A unless otherwise specifically agreed by the Parties.

1.2 Ownership

(a) *In General.* The Parties agree that they will each own such real and personal property as they each acquire or construct, subject to the limitations and specific procedures set forth in this subsection.

(b) *Property of Louisa/LCWA.* All real and personal property to be acquired, constructed, operated, and maintained by either Louisa or LCWA under

this Agreement may be acquired, constructed, operated, maintained, and owned by either Louisa or LCWA under the terms of whatever operating agreement(s) may be operative between them.

1.3 Reservation of Capacity

(a) *In General*. This Agreement contemplates that allocation of water between Fluvanna and Louisa will be in accordance with the needs of each county as established and agreed in the Columbia Permit water withdrawal application and DEQ's summary findings of need regarding the Columbia Permit.

(b) *Temporary Reallocation*. Raw water capacity may be reallocated on a temporary basis. Costs and terms for such temporary reallocations will be fair and reasonable in accordance with law and will be determined by JRWA on request by any of the Parties.

(c) *Bulk Purchases*. In lieu of or in addition to the procedures laid out in Section 1.2 above for allocation of ownership of the Pipeline, Fluvanna may purchase raw or finished water from Louisa/LCWA, or Louisa/LCWA may purchase raw or finished water from Fluvanna, at a mutually agreed bulk rate. Such rates will be fair and reasonable in accordance with law and will be determined by JRWA on request by any of the Parties.

(d) *Future Expansion to Columbia Permit*. Unless otherwise agreed by the Parties, if at any time any Party seeks an expansion of the Columbia Permit, JRWA will make such application and be reimbursed by the Party or Parties seeking an expansion. The expansion in the withdrawal permitted by the Columbia Permit will then be reserved to the Party or Parties seeking the expansion.

1.4 Comprehensive Planning, Zoning, and Other Approvals.

(a) *Fluvanna County Comprehensive Plan*. Fluvanna will take all necessary and legally permissible steps to determine consistency with and/or amend its Comprehensive Plan so as to make the James River Pipeline shown on Attachment A to this Agreement a feature whose general or approximate location, character, and extent are shown on its Comprehensive Plan in accordance with Va. Code Ann. § 15.2-2232 (2012). A determination of substantial conformance or appropriate amendments to the Fluvanna Comprehensive Plan will be completed by November 30, 2013.

(b) *Fluvanna County Zoning Ordinance*. Fluvanna will take all necessary and legally permissible steps to ensure that the James River Pipeline and its facilities are and remain permitted under its Zoning Ordinance.

(c) *Local Permits.* JRWA and Louisa/LCWA will obtain construction permits for their portions of the intake, supporting structures, and the James River Pipeline and will make all reasonable efforts to restore all property to its condition prior to the construction or maintenance of the Pipeline.

(d) *Conservation Easements and Agricultural & Forestal Districts.* To the extent the James River Pipeline passes through an area that is subject to a County conservation easement or an agricultural and forestall district, all Parties agree to take all necessary and legally permissible steps necessary to permit the Pipeline in said area or district.

(e) *Consent to Use of Property and Power of Eminent Domain.* By executing this Agreement, Fluvanna authorizes JRWA and LCWA to establish, construct, use and maintain the facilities contemplated in this Agreement, and to use the power of eminent domain within its jurisdiction for the purposes contemplated in this Agreement, as required by Va. Code Ann. § 15.2-5114(6) (2012).

1.5 Cooperation on State and Federal Regulatory Approvals.

(a) *Withdrawal Permit.* JRWA agrees that it will apply for, and pay all costs associated with acquiring, the Columbia Permit. The Parties mutually agree that in pursuit of such permit, JRWA may relinquish the Bremo Bluff Permit. The Parties agree to take all reasonable and legally permissible steps to support JRWA's application.

(b) *State Board of Health.* The Parties mutually agree to take all necessary and legally permissible steps to obtain the permit from the State Board of Health required by Va. Code Ann. § 32.1-172 (2011).

(c) *Further Cooperation.* The Parties mutually agree to take all necessary and legally permissible steps to obtain any other local, state, or federal approvals necessary for the James River Pipeline and related facilities.

1.6 Litigation Cooperation.

(a) *Third Parties.* Notwithstanding anything to the contrary contained in this Agreement, if any action or proceeding by any third party is instituted or threatened to be instituted challenging any transaction or action contemplated by this Agreement, the Parties will mutually use their reasonable best efforts to (i) contest, resist, or resolve any such proceeding or action and (ii) have vacated, lifted, reversed, or overturned any injunction adverse to the Parties or any one thereof resulting from such proceeding or action.

(b) *Eminent Domain.* The Parties agree that they will mutually use all necessary and legally permissible means for the acquisition of property,

including, but not limited to, easement rights as contemplated in this Agreement at the lowest reasonable price.

(c) *Obtaining Permits*. If litigation becomes reasonably necessary in order to obtain any of the permits necessary for the objects contemplated in this Agreement, the Parties will mutually use their reasonable best efforts and take all necessary and legally permissible steps to prosecute such litigation to a successful conclusion.

2. **Representations And Warranties.**

Each of the Parties represents and warranties to the other Parties as follows:

(a) *Organization in Good Standing*. Each of the Parties is a political subdivision of the Commonwealth duly organized, validly existing, and in good standing under the laws of the Commonwealth of Virginia. In particular, and without limitation, Fluvanna, Louisa, and JRWA stipulate and agree that the rights and obligations of the Parties set forth in this Agreement are consistent with JRWA's purpose and powers as set forth in Paragraph 4 of its Articles of Incorporation.

(b) *Authorization and Enforceability*. Each of the Parties has the full power and lawful authority, through its governing body, to execute this Agreement and perform its obligations contemplated herein and has duly and validly authorized the execution of this Agreement.

This Agreement constitutes the legal, valid, and binding obligation of each of the Parties, enforceable against each of the Parties in accordance with its terms, except as such enforceability may be limited by applicable laws relating to bankruptcy, insolvency, fraudulent conveyance, reorganization, or affecting creditor's rights generally.

(c) *Noncontravention*. The Parties' performance of the obligations contemplated by this Agreement will not (i) require any further approvals or consents from any third party other than those approvals or consents mandated by law, ordinance, or regulation in effect as of the date of this Agreement; (ii) violate any law, ordinance, or regulation; or (iii) conflict with or result in a breach of, or constitute a default under, any contract, lease, permit, or other agreement or commitment to which any of the Parties is a party; except where the approvals, consents, violations, or conflicts would have no effect on the ability of any Party to fully consummate all terms of this Agreement.

(d) *Budgets*. Each of the Parties is responsible for keeping its own budgets relating to this Agreement.

3. **Termination.**

3.1 This Agreement may be terminated only as follows:

(a) By mutual written consent of all Parties;

(b) By any Party, if any state or federal approval necessary to its performance under the terms of this Agreement is refused by a final decision not subject to appeal following diligent pursuit thereof; or

(c) By any Party, upon a material breach by any other Party of any covenant, warranty, representation, agreement, or provisions of this Agreement that has not been (i) cured within 30 days after a non-breaching Party gives written notices of said breach to the breaching Party; or (ii) waived by the non-breaching Party.

3.2 The effect of termination of this Agreement will be as follows:

(a) Each Party's right of termination under Section 3.1 of this Agreement is in addition to any other rights it may have under this Agreement or otherwise, and the exercise of a right of termination will not be an election of remedies.

(b) If this Agreement is terminated pursuant to Section 3.1 of this Agreement, all further obligations of the Parties under this Agreement will terminate.

4. **Remedies.**

4.1 Specific Performance.

(a) The Parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement is not performed in accordance with its specific terms or is otherwise breached.

(b) The Parties agree that, in the event that there is a disagreement between them regarding compliance with the terms and conditions of this Agreement, prior to filing any suit the disagreement will be submitted by the Parties to a neutral mediator for at least 60 days for assistance in reaching a resolution of the disagreement satisfactory to all Parties.

(c) Each Party agrees that, in the event of any breach or threatened breach by any other Party of any covenant, warranty, or obligation contained in this agreement, the non-breaching Parties will be entitled (in addition to any other remedy that may be available, whether in law or equity) to seek and obtain (i) a decree or order of specific performance to enforce the observation and performance of such covenant, warranty, or obligation, and (ii) an injunction restraining such breach or threatened breach.

5. Miscellaneous.

5.1 Entire Agreement. This Agreement constitutes the entire agreement between the Parties concerning its subject matter and supersedes all prior oral or written agreements, understandings, representations, and warranties, as well as courses of dealing among the Parties.

5.2 Amendment. This Agreement may be amended or modified only by a writing executed by all Parties.

5.3 Extension or Waiver of Performance. The Parties may jointly extend the time or waive the performance of any of the obligations of any other, waive any inaccuracies in the warranties or representations made by the other, or waive compliance with any of the covenants, conditions, or agreements contained in this Agreement, provided that any such extension or waiver must be in writing and signed by all other Parties in the case of a waiver, or by all Parties in the case of an extension.

5.4 Assignment or Delegation. No Party shall assign, delegate, or otherwise transfer any of its duties, rights, or obligations under this Agreement without the prior written consent of all other Parties.

5.5 Successors and Assigns; Binding Effect. This Agreement is binding on, and inures to the benefit of, the Parties and their respective successors and permitted assigns.

5.6 Governing Law. This Agreement is to be governed and construed under the laws of the Commonwealth of Virginia.

5.7 Notices. All notices provided in this Agreement must be in writing, and may be delivered in person; sent by U.S. registered and certified mail, return receipt requested; or sent by Federal Express or other nationally-recognized overnight courier from which a receipt may be obtained to the chief administrative officer and chief legal counsel of each of the other Parties.

5.8 Construction. In the event of any ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

Any reference to any federal, state, local, or foreign statute shall be deemed to refer to all statutes, rules, and regulations referenced therein or promulgated thereunder, unless the context requires otherwise.

Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine, or neuter, as the context may require. The word "including" means included, without limitation.

5.9 Remedies. The remedies afforded in this Agreement are cumulative to each other and to all other remedies provided by law.

5.10 Time of the Essence. Where a specific date or time is stated in this Agreement, time is of the essence of this Agreement.

5.11 Waiver. Except as otherwise provided herein, no delay of or omission in the exercise of any right, power or remedy accruing to any Party as a result of any breach or default by any other Party under this Agreement will impair any such right, power, or remedy; nor shall it be construed as a waiver of or acquiescence in such breach or default, or any similar breach or default occurring later; nor shall any waiver of a single breach or default be deemed a waiver of any other breach or default occurring before or after the waiver.

5.12 Jurisdiction and Venue. Each Party irrevocably submits to the exclusive jurisdiction of the Circuit Courts for Louisa County and Fluvanna County, at the option of the plaintiff in such suit, and the appellate courts therefrom, for the purposes of any suit or action arising out of this Agreement.

5.13 Third-Party Beneficiaries. Nothing herein expressed or implied is intended or should be construed to confer on or give to any person other than the Parties any rights or remedies under or by reason of this Agreement.

5.14 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original copy of this Agreement and all of which, when taken together, shall be deemed to constitute one and the same agreement.

[Signatures Appear on Next Page]

FOR LOUISA COUNTY, VIRGINIA:

_____ Date: Oct 1, 2013
Chairman, Board of Supervisors

FOR FLUVANNA COUNTY, VIRGINIA:

_____ Date: 02 Oct 2013
Chairman, Board of Supervisors

FOR THE LOUISA COUNTY WATER AUTHORITY:

_____ Date: 10.9.13
Chairman, Board of Directors

FOR THE JAMES RIVER WATER AUTHORITY:

_____ Date: 15 Oct 13
Chairman, Board of Directors

COUNTY OF LOUISA
Approved as to form:
ML
10/1/13
OFFICE OF THE COUNTY ATTORNEY

(7) James River Withdrawal Permit - JRWA

COMMONWEALTH of VIRGINIA

DEPARTMENT OF ENVIRONMENTAL QUALITY
Street address: 629 East Main Street, Richmond, Virginia 23219
Mailing address: P.O. Box 1105, Richmond, Virginia 23218
TDD (804) 698-4021
www.deq.virginia.gov

L. Preston Bryant, Jr.
Secretary of Natural Resources

David K. Paylor
Director

(804) 698-4000
1-800-592-5482

VWP Individual Permit Number: 04-0805
Effective Date: June 9, 2006
Minor Modification Date: January 8, 2010
Expiration Date: June 8, 2021

VIRGINIA WATER PROTECTION PERMIT
ISSUED AND MODIFIED PURSUANT TO THE STATE WATER CONTROL LAW AND SECTION 401 OF THE CLEAN WATER ACT

Based upon an examination of the information submitted by the owner, and in compliance with § 401 of the Clean Water Act as amended (33 USC 1341) and the State Water Control Law and regulations adopted pursuant thereto, the State Water Control Board (board) has determined that there is a reasonable assurance that the activity authorized by this permit, if conducted in accordance with the conditions set forth herein, will protect instream beneficial uses and will not violate applicable water quality standards. The board finds that the effect of the impact, together with other existing or proposed impacts to surface waters, will not cause or contribute to a significant impairment to state waters or fish and wildlife resources.

Permittee: James River Water Authority

Address: Fluvanna County Office Building, Main Street, Palmyra, VA 22963

Activity Location: James River in Fluvanna County 2000 feet downstream of Route 15.

Activity Description: The construction and operation of a municipal water supply intake.

The permitted activity shall be in accordance with this Permit Cover Page, Part I - Special Conditions, Attachment A, and Part II - General Conditions.

Allen Brinsky
Director, Water Division

January 8, 2010
Date

Authorized Activities and Permit Term

A. *Authorized Activities*

This permit authorizes the following impacts as indicated in the application dated April 2, 2004, received by DEQ on April 9, 2004, and deemed complete by DEQ on December 15, 2005. The permit authorization and conditions are also based on additional submittals approved by DEQ.

1. The construction and operation of a municipal water supply intake.

2. Utility line crossings, if any, associated with piping the water from the intake to its connections with the East Coast Transport, Inc. pipeline in Fluvanna County.

3. The temporary use of mechanical equipment in surface waters when conducted according to the permit conditions C.12, C.13, and C.14.

B. *Permit Term*

This permit is valid for 15 years from the date of issuance. If water withdrawals continue after the end of the permit term, a new permit will be required.

Project Construction at Impact Site

C. *Standard Project Conditions*

1. The activities authorized by this permit shall be executed in such a manner that any impacts to stream beneficial uses are minimized. As defined in § 62.1-10(b) of the Code, "beneficial use" means both instream and offstream uses. Instream beneficial uses include, but are not limited to, the protection of fish and wildlife habitat, maintenance of waste assimilation, recreation, navigation, and cultural and aesthetic values. Offstream beneficial uses include, but are not limited to, domestic (including public water supply), agricultural, electric power generation, commercial, and industrial uses. Public water supply uses for human consumption shall be considered the highest priority.

2. No activity shall substantially disrupt the movement of aquatic life indigenous to the water body, including those species that normally migrate through the area, unless the primary purpose of the activity is to impound water.

3. At crossings of streams, pipes and culverts less than 24 inches in diameter shall be countersunk a minimum of three inches, and pipes and culverts greater than 24 inches in diameter shall be countersunk a minimum of six inches to provide for the re-establishment of a natural stream bottom and to maintain a low flow channel. For multiple-celled culverts, only the bottoms of those cells situated below the limits of ordinary high water shall be countersunk. To the greatest extent practicable, other cells, pipes, or culverts shall be elevated to provide a natural distribution of flood flows. The requirement to countersink shall not apply to extensions or maintenance of existing culverts that are not countersunk, to floodplain culverts being placed above ordinary high water, to culverts being placed on bedrock, or to culverts required to be placed on slopes 5% or greater.

4. Flows downstream of the project area shall be maintained to protect all uses.

5. No activity shall cause more than minimal adverse effect on navigation, and no activity shall block more than half of the width of the stream at any given time.

6. The activity shall not impede the passage of normal or expected high flows, and any associated structure shall withstand expected high flows.

7. Activities shall be conducted in accordance with any Time-of-Year restriction(s) as recommended by the Department of Game and Inland Fisheries or the Virginia Marine Resources Commission. The permittee shall retain a copy of the agency correspondence concerning the Time-of-Year restriction(s), or the lack thereof, for the duration of the construction phase of the project.

8. All excavation, dredging, or filling in surface waters shall be accomplished in a manner that minimizes bottom disturbance and turbidity.

9. All in-stream activities shall be conducted during low-flow conditions whenever practicable.

10. All construction, construction access, and demolition activities associated with this project shall be accomplished in a manner that minimizes construction materials or waste materials from entering surface waters, unless authorized by this permit. Wet, excess, or waste concrete shall be prohibited from entering surface waters.

11. All fill material placed in surface waters shall be clean and free of contaminants in toxic concentrations or amounts in accordance with all applicable laws and regulations.

12. Measures shall be employed at all times to prevent and contain spills of fuels, lubricants, or other pollutants into surface waters.

13. Machinery or heavy equipment in temporarily impacted wetlands shall be placed on mats or geotextile fabric, or other suitable means shall be implemented, to minimize soil disturbance to the maximum extent practical. Mats, fabrics, or other measures shall be removed as soon as the work is complete in the temporarily impacted wetland.

14. Heavy equipment is authorized for use within the stream channel during project construction or stream restoration activities when site conditions prohibit access from the streambank. The equipment shall be stationed on cobble bars and the activities conducted in the dry or during low flow conditions, whenever possible.

15. Temporary disturbances to wetlands, stream channels, and/or stream banks during project construction activities shall be avoided and minimized to the maximum extent practicable.

16. All temporarily impacted streams and stream banks shall be restored to their original elevations and contours within **30 calendar days** following the construction at that stream segment, and the banks shall be seeded or planted with the same vegetative cover type originally present along the banks, including supplemental erosion control grasses if necessary but not including invasive species identified on DCR's Invasive Alien Plant Species of Virginia list. The permittee shall take all appropriate measures to promote and maintain the revegetation of temporarily disturbed surface waters through the **second year post-disturbance**.

17. All materials (including fill, construction debris, excavated materials, and woody materials, that are temporarily placed in wetlands, in stream channels, or on stream banks) shall be placed on mats or geotextile fabric, shall be immediately stabilized to prevent the material or leachate from entering surface waters, and shall be entirely removed within **30 calendar days** following completion of that construction activity. After removal, disturbed areas shall be returned to original contours, shall be stabilized, and shall be restored to the original vegetated state within **30 calendar days**. The permittee shall take all appropriate measures to promote and maintain the revegetation of temporarily disturbed surface waters through the **second year post-disturbance**.

18. Temporary in-stream construction features such as cofferdams shall be made of non-erodible materials.

19. Virginia Water Quality Standards shall not be violated in any surface waters as a result of the project activities.

20. All required notifications and submittals shall be submitted to the DEQ office stated below, to the attention of the VWP permit manager, unless directed in writing by DEQ subsequent to the issuance of this permit: DEQ, Office of Wetlands and Water Protection, P.O. Box 10009, Richmond, VA 23240

21. All reports required by this permit and other information requested by DEQ shall be signed by the permittee or a person acting in the permittee's behalf, with the authority to bind the permittee. A person is a duly authorized representative only if *both* criteria below are met. If a representative authorization is no longer valid because of a change in responsibility for the overall operation of the facility, a new authorization shall be immediately submitted to DEQ.

    a. The authorization is made in writing by the permittee.

    b. The authorization specifies either an individual or a position having responsibility for the overall operation of the regulated facility or activity, such as the position of plant manager, superintendent, or position of equivalent responsibility. A duly authorized representative may thus be either a named individual or any individual occupying a named position.

22. All submittals shall contain the following signed certification statement:

    "I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

23. Any fish kills or spills of fuels or oils shall be reported to DEQ immediately upon discovery at (804) 527-5021. If DEQ cannot be reached, the spill shall be reported to the Virginia Department of Emergency Management (DEM) at 1-800-468-8892 or the National Response Center (NRC) at 1-800-424-8802.

24. DEQ shall be notified in writing within **24 hours or as soon as possible on the next business day** when potential environmentally threatening conditions are encountered which require debris removal or involve potentially toxic substances. Measures to

remove the obstruction, material, or toxic substance or to change the location of any structure are prohibited until approved by DEQ.

25. The permittee shall notify the DEQ of any additional impacts to surface waters, including wetlands; of any modifications of the intake structure; and of any change to the type of surface water impacts associated with this project. Any additional impacts, modifications, or changes shall be subject to individual permit review and/or modification of this permit. Compensation may be required.

D. *Projects Involving Stream Modifications, Including Intake/Outfall Structures*

1. Any exposed slopes or streambanks shall be stabilized immediately upon completion of work in each impact area. Methods and materials for stabilization shall be in accordance with the Virginia Erosion and Sediment Control Handbook, Third Edition, 1992, or the most recent version in effect at the time of construction.

2. Redistribution of existing stream substrate for erosion control purposes is prohibited.

3. Material removed from the stream bottom shall not be deposited into surface waters unless otherwise authorized as fill material in this permit.

4. Riprap aprons shall be designed in accordance with Virginia Erosion and Sediment Control Handbook, Third Edition, 1992, or the most recent version in effect at the time of construction.

5. For streambank protection activities, structures and backfill shall be placed as close to the streambank as practical, while still avoiding and minimizing impacts to vegetated wetlands to the maximum extent practical. No material shall be placed in excess of the minimum necessary for erosion protection.

6. Asphalt and materials containing asphalt or other toxic substances shall not be used in the construction of submerged sills, breakwaters, dams, or weirs.

E. *Projects Involving Utilities*

1. All utility line work in surface waters shall be performed in a manner that minimizes disturbance in each area. Temporarily disturbed surface waters shall be restored in accordance with Part I. C.16, C.17, and C.18, unless otherwise authorized by this permit.

2. Material resulting from trench excavation may be temporarily sidecast into wetlands not to exceed a total of 90 calendar days, provided the material is not placed in a manner such that it is dispersed by currents or other forces.

3. The trench for a utility line cannot be constructed in a manner that drains wetlands (e.g., backfilling with extensive gravel layers creating a French drain effect).

F. *Projects Involving Surface Water Withdrawals*

1. The maximum daily water withdrawal shall not exceed 5.7 million gallons.

2. The maximum annual water withdrawal shall not exceed 1.1 billion gallons.

3. The maximum annual withdrawal limit in condition F.2 shall be reduced by 54.75 million gallons if the Department of Corrections renews Virginia Water Protection Permit Number 95-0957 to withdraw water from Mechunk Creek. The maximum annual water withdrawal limit in condition F.2 shall be reduced by 460 million gallons if the County of Louisa constructs an alternative water supply system to provide water to the Zions Crossroads with water from Bowlers Mill Reservoir.

4. The permittee may not sell or provide water to East Coast Transport, Inc., to Central Virginia Water Storage Corp., to the Tenaska Virginia Partners power plant in Fluvanna near Cunningham or to the yet to be built Tenaska Virginia Partners II power plant in Buckingham. These facilities have their own water allocation under permit 01-1282 with different minimum instream flowby requirements.

5. To prevent the impingement and entrainment of fish eggs, larvae, and other aquatic life, the intake screens shall be so designed that screen openings are not larger than 1 millimeter in width and the screen face intake velocities are not greater than 0.25 feet per second.

6. **Prior to** impacting any surface waters as authorized by this permit, the applicant shall submit a water supply conservation plans that applies to the service areas being supplied by the water withdrawn under this permit. The plan shall include voluntary water conservation measures and mandatory water conservation measures.

7. In the event that the Governor or the Virginia Drought Coordinator declares a drought emergency in any *Drought Evaluation Region that contains Fluvanna or Louisa Counties*, the permittee shall implement the mandatory conservation measures, as detailed in Attachment A of this permit. The permittee shall be responsible for determining when drought emergencies are declared. DEQ may

require documentation that mandatory conservation measures were implemented during declared drought emergencies.

8. In addition to water conservation emergencies declared by the governor or his designee, between July 1st and October 31st, the permittee shall implement voluntary conservation when the 14-day rolling average of stream flow of the James River at Scottsville gage drops below 822 cfs; once the 14-day rolling average stream flow drops below 568 cfs, the permittee shall implement mandatory water conservation measures. Between November 1st and June 30th, the permittee shall implement voluntary conservation when the 14-day rolling average of stream flow of the James River at Scottsville gage drops below 1161 cfs; once the 14-day rolling average stream flow drops below 856 cfs, the permittee shall implement mandatory water conservation measures.

9. The permittee shall monitor withdrawals from the James River on a daily basis to confirm that the withdrawals are in compliance with special conditions of this permit.

10. Water withdrawal monitoring and reporting activities shall comply with this section, Part I.C, and Part II. All records and information that result from the monitoring and reporting activities required by this permit, including any records of maintenance activities to the withdrawal system, shall be retained for the life of the permit. This period of retention shall be extended automatically during the course of any unresolved litigation regarding the regulated activity or as requested by the State Water Control Board.

11. Beginning in the first year after water withdrawals take place the permittee shall prepare an annual report demonstrating compliance with the water withdrawal and water conservation conditions of this permit. The report shall include for each day, the date, the time, (the streamflow reading shall be taken at approximately the same time each day using publicly available data), the flow of the James River at Scottsville, the 14 day rolling average of the flow of the James River at Scottsville and the amount of water withdrawn. The report shall sum and report the total amount of water withdrawn for the entire year. The report shall indicate what dates, if any, that voluntary and mandatory water conservation measures were in effect. The report is due to the address listed in condition C.20 by January 31st of the following year.

    Within 90 days of permit issuance, the permittee shall provide to DEQ a monitoring plan that describes the following:

    a. What measures Fluvanna will put in place to estimate the streamflow of the James River at Scottsville in the event the James River at Scottsville gage is damaged, disable or discontinued.

b. What correlation coefficients or equations and gages the permittee will use as a surrogate for the Scottsville gage.

12. *For all permittees whose average daily withdrawal during any single month exceeds 10,000 gallons per day,* the water withdrawals shall be reported to DEQ by **January 31st** of the next year, as required under State Water Control Board (SWCB) Water Withdrawal Reporting Regulation (9 VAC 25-200 et seq.). The annual monitoring report shall contain the following information: the permittee's name and address, the sources and locations of water withdrawal, the cumulative volume of water withdrawn each month of the calendar year, the maximum day withdrawal and the month in which it occurred, and the method of withdrawal measurement. *For permittees subject to the Virginia Department of Health (VDH) Waterworks Regulations*, the annual reports to DEQ may include, as an alternative, the source and location of water withdrawals, the type of use for the water withdrawn, and reference to the reports filed with VDH that contain the monthly withdrawal data.