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RWSA BOARD OF DIRECTORS
Minutes of Regular Meeting
April 26, 2022

A regular meeting of the Rivanna Water and Sewer Authority (RWSA) Board of Directors was held on Tuesday, April 26, 2022 at 2:15 p.m. via Zoom.

Board Members Present: Mike Gaffney, Lauren Hildebrand, Ann Mallek, Brian Pinkston, Jeff Richardson, Michael Rogers.

Board Members Absent: Gary O'Connell.

Rivanna Staff Present: Bill Mawyer, Lonnie Wood, Deborah Anama, David Tungate, John Hull, Jennifer Whitaker, Jeff Southworth, Andrea Bowles.

Attorney(s) Present: Valerie Long, Carrie Stanton

1. CALL TO ORDER

Mr. Gaffney called the April 26, 2022, regular meeting of the Rivanna Water and Sewer Authority to order at 2:15 p.m.

2. STATEMENT FROM THE CHAIR

Mr. Gaffney read the following statement aloud:

"This is Mike Gaffney, Chair of the Rivanna Water and Sewer Authority. I would like to call the April 26, 2022 meeting of the Board of Directors to order.

"Notwithstanding any provision in our Bylaws to the contrary, as permitted under the City of Charlottesville's Continuity of Government Ordinance adopted on March 7, 2022 (Ordinance No. O-22-029), Albemarle County's Continuity of Government Ordinance adopted on April 15, 2020, and last revised effective November 4, 2020 (Ordinance No. 20-A(16)) and Chapter 1283 of the 2020 Acts of the Virginia Assembly effective April 24, 2020, we are holding this meeting by real time electronic means with no Board member physically present at a single, central location.

"All Board members are participating electronically. This meeting is being held pursuant to the second resolution of the City's Continuity of Government Ordinance and Section 6 of the County's revised Continuity of Government Ordinance. All Board members will identify themselves and state their physical location by electronic means during the roll call which we will hold next. I note for the record that the public has real time audio-visual access to this meeting over Zoom as provided in the lawfully posted meeting notice and real time audio access over telephone, which is also contained in the notice. The public is always invited to send questions, comments, and suggestions to the Board through Bill Mawyer, the Authority's Executive Director, at any time."

Mr. Gaffney called the roll. He noted that Mr. Gary O'Connell was absent.

Ms. Lauren Hildebrand stated she was located at 305 4th Street Northwest in Charlottesville, VA.

Ms. Ann Mallek stated she was located at her home in 4826 Advance Mills Road, Earlysville, Albemarle County.

Mr. Brian Pinkston stated he was located at 1450 Leake Drive in Charlottesville, VA.

Mr. Jeff Richardson stated he was located at the County Office Building at 401 McIntire Road in Charlottesville, VA.

Mr. Michael Rogers stated he was located at Charlottesville City Hall, 605 Main St, Charlottesville, VA.

Mr. Mike Gaffney stated he was located at 3180 Dundee Road in Earlysville, VA.

Mr. Gaffney stated the following Authority staff members were joining the meeting electronically: Bill Mawyer, Lonnie Wood, David Tungate, Jennifer Whitaker, John Hull, Jeff Southworth, Andrea Bowles, Deborah Anama, and Attorney Valerie Long with Williams Mullen.

Mr. Gaffney stated they were also joined electronically by Ms. Carrie Stanton with Williams Mullen, Counsel to the Authority.

3. MINUTES OF PREVIOUS BOARD MEETING

a. Minutes of Regular Board Meeting on March 22, 2022

Mr. Gaffney asked if there were any comments, questions, or changes to the Board minutes.

Ms. Mallek moved that the Board approve the minutes of the March 22, 2022 meeting. The motion was seconded by Ms. Hildebrand and passed unanimously (6-0). (Mr. O'Connell was absent from the vote.)

4. ELECTION OF CHAIR, VICE CHAIR, & SECRETARY-TREASURER

Mr. Gaffney stated he is currently the Chair, Mr. Richardson is the Vice Chair, and the Secretary-Treasurer position has been vacant since the departure of Mr. Boyles in October 2021. He stated normally that position would be held by the City Manager or Assistant City Manager.

Mr. Mawyer stated they rotated historically; the City was the Vice Chair the last term, and then they flipped so that the City could be the Vice Chair and the County the Secretary-Treasurer if that was the pleasure of the Board, but there was no requirement to do that.

Mr. Gaffney asked if there were any nominations for these offices.

Ms. Mallek stated she assumed they would follow the procedure and flip.

Ms. Mallek moved to nominate Mr. Gaffney as Chair, Mr. Rogers as Vice Chair, and Mr. Richardson as Secretary-Treasurer.

Mr. Gaffney asked if there was any further discussion or motions. Hearing none, he asked if there was a second.

Ms. Hildebrand seconded the motion.

Mr. Gaffney asked if there was any further discussion. Hearing none, he asked the vote to be called.

The motion carried unanimously (6-0). (Mr. O'Connell was absent from the vote.)

5. RECOGNITIONS

There were no recognitions on the agenda.

6. EXECUTIVE DIRECTOR'S REPORT

Mr. Mawyer stated things were going well at the Authority. He stated they celebrated one of their wastewater operators earned a higher Wastewater Operator License. He stated that Dennis Barbieri passed the Class 3 exam. He stated they congratulated Dennis on that, and stated he was a graduate of Old Dominion University. He stated Dennis had been with Rivanna for about a year and a half. He stated they would celebrate Drinking Water Week next week, which recognized drinking water professionals and the benefits and support they provide to their community. He stated they would thank all of their staff next week.

Mr. Mawyer stated Ragged Mountain was about a quarter inch down today, but otherwise all the reservoirs were full heading into the warm summer months, which was good news. He stated as Ms. Bowles would present to them on the Consent Agenda Item 9e, the Staff Drought Monitoring Report, they were watching closely because they ended up almost eight inches and 19% lower last year than normal precipitation. He stated in January through March of this year they were down about an inch, so they were monitoring the precipitation and staying on guard for any drought-like conditions.

Mr. Mawyer stated they were hosting a regional safety training program this month. He stated they were starting to get back to in-person meetings and their staff as well, as staff from the City Utilities Department, would work together with the PVCC trainer on fall protection and lock-out tag-out procedures as well as other safety measures. He stated ACSA was also invited and they had a number of individuals that needed that training, but we did not have enough seats. He stated they we were reconstituting our regional safety training as much as we could.

Mr. Mawyer stated he was happy to report they had applied for a $21.3M grant with the Virginia Department of Health through their Office of Drinking Water. He stated this grant would be to fund construction of additional GAC vessels at four of their water treatment plants as part of a federal bipartisan infrastructure law and specifically a program that targeted removal of emerging contaminants from drinking water. He stated they were targeting PFAS and PFOA, which were the per- and poly- fluoroalkyl substances.

Mr. Mawyer stated this funding program was to help utilities remove those emerging contaminants from drinking water. He stated the EPA had not established drinking water

standards for these chemicals. He stated they were removing contaminants but they did not have any removal standards. He stated they already had GAC and this proposal for $21M was to fund additional GAC vessels for the water treatment system. He stated they should know by the end of summer or early fall whether VDH would accept this application.

Mr. Mawyer stated the Central Water Line Project was moving forward. He stated they had community meetings with a lot of neighborhoods in this City, contacted other neighborhoods, and mailed about 480 letters to businesses and residents that were directly adjacent to the proposed waterline route. He showed a slide with the water line project fact sheet and map. He stated they were continuing to assess this route and others they had heard of at the neighborhood meetings. He stated they were trying to create an objective matrix that would help them rank the route alternatives. He stated he believed they would be invited to present this information to City Council, possibly in June, and would return to this Board in June with the final recommendation.

Mr. Mawyer stated they were also working with the UVA Foundation to try to get the last easement so they could build the section of Rivanna to Ragged Mountain waterline that would connect at the north end of the Birdwood Golf Course, go under Route 250 and Old Garth Road. He stated that was a 36-inch raw water pipe, which was a part of their community water supply plan to get water into their largest reservoir at Ragged Mountain. He stated they were hoping to start construction this summer and finish within about one year.

Mr. Mawyer stated they were also pleased they had the lighting fixtures around their aeration basins replaced, and the correct fixtures were there now. He stated they were broadcasting much less light and had heard from the neighborhood that they appreciated the change and that the difference was noticeable with the decrease in light level. He stated he sent an email to another resident who voiced concern about that and hoped to receive positive feedback from him soon as well.

Mr. Mawyer stated they had selected a consultant to help them facilitate their next strategic plan, and in the next month or so Board Members may be hearing from the consultant as they put together the process to update their Five-Year Strategic Plan. He stated they would have a contract with Raftelis, which was the firm that helped them with their current strategic plan. He noted they were also restarting some of their outreach programs, and they had recently given tours to Albemarle County's virtual school and students from the University.

Mr. Gaffney asked if there were any comments or questions for Mr. Mawyer. Hearing none, he stated they would move on to the next agenda item.

7. ITEMS FROM THE PUBLIC

Mr. Gaffney opened the meeting to the public. He asked speakers to identify their name and where they live, and to keep in mind the three-minute time limit.

Mr. Lucas introduced himself as Matthew Lucas of 1766 Buck Mountain Road. He stated he was presenting today to discuss the ongoing challenges associated with maintaining a buffer behind his house to protect his farm and conservation easements from the effects of potential sale of property by the RWSA. He stated they may recall the farm he now owned was originally a 110-

acre lot that approximately 66 acres was condemned by the Authority in the 1980s for the Buck Mountain Reservoir. He stated the 66 acres that was condemned was known at Lot 29-36A. He stated since the Water and Sewer Authority had discussed options for that condemned property, he was advocating for a boundary line adjustment to mitigate the effects of potential development.

Mr. Lucas stated over the past few years, he had worked hard to advocate for a boundary line adjustment and ultimately management supported it and the Board approved it in February. He stated the issue now was that the previous owner, Mr. Via, put a conditional access easement on his farm such that if Mr. Via ever acquired 29-36A or portions thereof back from the Water and Sewer Authority, he could access it. He stated specifically way back when, he felt he had the legal means to force the Authority to sell him that lot. He stated he was wrong about that and had not been successful, but he thought it was possible at the time. He stated that when he bought the house, he agreed that he would provide Mr. Via some access if he got some or all portions of 29-36A back. He stated unfortunately, he did not include a sunset clause or time period as such; even though this condemnation was over 40 years ago, with all things real estate, that access was still out there.

Mr. Lucas stated the issue now was that the access agreement had spooked Mr. Mawyer and their attorneys so that they were reconsidering an adjustment or flat-out denying it. He stated that he did not think the access agreement was a problem, and to the extent that it was, he would like permission to keep working with management to address it to their satisfaction. He stated specifically, he had no problem agreeing to providing Mr. Via, the executor of the estate of Gertrude Via, who passed and was the original owner, the same access across any property he acquired through the boundary line adjustment considered, so nothing would change. He stated if Mr. Via ever got a portion of 29-36A back, he would provide him access. He stated that was a deal that he had poorly negotiated then but would stick with today, or he would look at a more limited boundary line adjustment and provide Mr. Via direct access to 29-36A just as he would have had under the original agreement. He stated it would be the exact same, with no difference, and no additional access would be required across the boundary line adjustment.

Mr. Lucas stated he could alternatively provide indemnification to the Authority, even though it was a private agreement that they were not a party to, if they were worried about a lawsuit, he was not, so he could provide indemnification. He stated all he was asking for was a chance to address the problem, because Mr. Via and others would love the opportunity to acquire this property for development, and everyone agreed that a boundary line adjustment was fair and reasonable to provide himself with a buffer from that potential development. He stated that was still the problem he was trying to solve, and he believed this was a solvable problem and that it could be solved to everyone's satisfaction if they allowed him to try. He stated it had caused him considerable anxiety and stress, but it was important to him and the community. He stated he thought it was worth fighting for and all he was asking for was to give Mr. Mawyer the go-ahead to see if they could find a solution that everyone could be satisfied with.

Mr. Gaffney thanked Mr. Lucas.

Mr. Beights introduced himself as Justin Beights of 1 Canterbury Road. He stated he wanted to reiterate his family's interest in reacquiring the property at Buck Mountain that was acquired by the Authority 40 years ago as part of the Buck Mountain Reservoir Project. He stated in their previous discussions, they had talked about the idea of acquiring it at market value based on appraisal and were still very interested in that. He stated since they last spoke to the Board, he and his wife had explored the possibility of restoring the existing house on the property, and that was something they would like to continue to explore. He stated he believed if they were afforded the opportunity to purchase the property outside of a public sealed bid process, the same way the property was acquired from his in-laws, that the likelihood that they could restore that house and incorporate it into what they envisioned for the property was very strong. He stated they had reached out to Mr. Lucas and others to assist them in that evaluation process, and they would love to continue to be able to pursue that.

Mr. Gaffney thanked Mr. Beights.

Ms. Anama stated the first letter to the Board was dated April 20, 2022. "Comments regarding agenda for RWSA Buck Mountain Property Management Lease and Sale Procedures for Approval at April 26, 2022 RWSA Board of Directors Meeting. From June E. Mooney, 1039 Allen Farm Lane, Earlysville, VA. Assuming that whatever rules/procedures will be used by Rivanna for selling and/or leasing parcels of the Buck Mountain Property Management Update proposed and discussed in the March 2022 meeting I would like to submit my particular circumstances for the Property Management of Allen Farm Lane and Bridge even though no specific proposals have been submitted yet to the Board for this area. My husband and I had to deed to RWSA 27.362 acres and an easement on an adjoining 9.734 acres on 12/21/1986 for the proposed Buck Mountain Reservoir which subsequently could not be built.

"The same day we signed a lease effective the next day for the property and have maintained the lease ever since including the real estate tax on it. My daughter joined me on the lease when my husband died and our current lease runs until 2/28/24. However, her name (McCarson) was left of the Lease Summary Table and should be corrected before any adoption of the Table. My daughter is the 5th generation on the farm and she and her husband and then their 2 boys all plan to retire here. My farm is not sustainable with the remaining 41.34 acres which might affect its land use designation for real estate taxes. The bridge in question is part of my lease and but excludes responsibility for bridge repairs. Albemarle County real estate assessments are required by the Code of Virginia to be at 100% of Fair Market Value which is defined as the most "probable price expressed in terms of money" that a property would bring if sold in the open market between willing seller and willing buyer.

"The Overview of County Process is furnished with each Real Estate Assessment (copy attached). I have wanted to buy back the parcel and discussed it over the years with Ms. Bowles but this is the first time it appears Rivanna may sell some of the land taken. I was very encouraged when this process started and then very discouraged when sealed bids and other methods of assessments and procedures were discussed at the March 2022 Board meeting. The current Agenda says sales will be at market value, as determined by RWSA. Why would RWSA have priority of the real estate assessment over the Code of Virginia? I was hoping to buy back whatever Rivanna decides to sell of the 27.362 acres and drop the easement based on my being

the original owner of the property deeded to Rivanna and based on the 2022 current appraisal method and value when RWSA makes their proposals for the Northern section of RWSA parcels but I cannot accept ownership and responsibility for repair of the bridge. We are not financially able to accept that cost.

"The current Agenda for Approval of GAP #17 says Rivanna has no legal requirement to offer parcels for sale to prior owners. No legal requirement does not say it can't be done. I am requesting that whatever rules and procedures are voted on today will not absolutely rule out future considerations. There was part of a subdivision taken located off Earlysville Road for a project which was canceled and years later first refusal to buy it back was offered to the original owners. My family has been dealing with this since 1986, never knowing if we would lose our lease and our planned future. I am very much hoping that RWSA and the Board of Directors can take into consideration the consequences of how their decisions can affect the lives of others. Thank you, June E. Mooney." She stated there was attachment of the 2021 Real Estate Tax Assessment Info Sheet and the 2022 Info Sheet.

Ms. Anama read the second letter to the Board as follows: "Question about Allen Farm Lane Bridge. Submitted by Nancy Chamberlin and Allan Mayer, Owners/Residents of 1358 Allen Farm Lane. For the April 26, 2022 RWSA Board of Directors Meeting. We submitted a number of questions at the last RWSA meeting. We have not received any answers. In fact, those questions and comments are not even included in the draft minutes. Today we are submitting only one question. The 2019 consulting structural engineers' report requested by RWSA identified repairs needed on the Allen Farm Lane Bridge. Specifically, the report recommended that concrete reinforcing be added for several of the already installed piers to improve stability and reduce the risk of further undermining the integrity of the bridge. Our question is when will these repairs be completed? Thank you. Nancy and Allan."

Mr. Gaffney thanked Ms. Anama. He asked Mr. Hull if anyone else was present to speak.

Mr. Hull stated that concluded the speakers for today.

Mr. Gaffney stated they would now close public comment.

7. RESPONSES TO PUBLIC COMMENT

Mr. Mawyer stated they had talked with Mr. Lucas quite a bit. He stated he would provide a presentation about the Buck Mountain properties and what they recommended today, although that was not intended to be a public hearing, so it was appropriate for these people to speak during this period of the meeting. He stated they struggled with having sales directly to individuals. He stated they looked at whether they might have justification if those properties were landlocked, and they got entangled on the Lucas property with the contingent easement that would have rendered it not landlocked. He stated ultimately, after much discussion with their attorneys, they were not going to recommend at this time any sales directly to an adjacent owner. He stated he would talk a little more about that later.

Mr. Mawyer stated as far as Mr. Beights reacquiring the Elliot House, they would recommend

that the house and property should be offered for sale, to the public and not to any individual, former or adjacent owner.

Mr. Mawyer stated Ms. Mooney talked about adding her daughter's name to their lease table, and they had already done that. He stated they were going to help the residents and work with the County on real estate taxes and whether those were supposed to be paid by lessees or by Rivanna. He stated there seemed to be some inconsistency with their lessees and those who were being billed for real estate taxes versus those who were not. He stated they would try to help out with that, and Williams Mullen was helping them with that issue. He stated like most things, it seemed simple, but it was not,

Mr. Mawyer stated Ms. Chamberlin asked for a response to her questions, and they would answer all her questions this week. He stated submitted comments from last month were included in March minutes, although the full text of her comments was not included, but they would be glad to provide her comments to anyone who would like them. He stated she also mentioned repairs to the bridge; they did not have any plan at the moment to make any repairs to the bridge. He stated they would review the report that she referred to from the structural engineer, but they did not have the understanding that there were any significant repairs needed and did not have a plan to do any repairs right now.

Mr. Gaffney asked if there were any comments from the Board. Hearing none, he stated his only question was to ask if they could add Ms. Chamberlin's letter from the last meeting to the Board minutes they just approved today.

Mr. Mawyer stated they could if he liked.

Mr. Gaffney stated he thought they should since it was read into the comments of the meeting last month.

Mr. Mawyer stated they could include the full text of all letters they received in the minutes.

Mr. Gaffney stated that was something they should do.

Ms. Stanton stated that they should make a motion to amend the previously adopted minutes.

Ms. Mallek moved to amend the minutes of March 22, 2022 to include the full text of all letters that were read into the meeting. The motion was seconded by Mr. Pinkston and passed unanimously (6-0). (Mr. O'Connell was absent from the vote.)

8. CONSENT AGENDA

a. Staff Report on Finance

b. Staff Report on Operations

c. Staff Report on Ongoing Projects

d. Staff Report on Wholesale Metering

e. Staff Drought Monitoring Report

f. Approval of the "Northern Area Drinking Water Projects Agreement"

g. Transfer of Ownership to Albemarle County Service Authority – Upper Morey Creek Interceptor

h. Concurrent Resolution of the City Council of the City of Charlottesville, Virginia and the Board of Supervisors of the County of Albemarle, Virginia to Extend the Existence of the Rivanna Water and Sewer Authority

i. Award of Term Contract for Easement Acquisition and Real Estate Services

j. Construction Contingency Addition – Moores Creek AWRRF Lighting Improvements Project

k. Capital Improvement Plan Budget Amendment – South Rivanna Water Treatment Plant, Rehabilitation and Expansion Project

Mr. Pinkston moved that the Board approve the Consent Agenda as presented. Ms. Mallek seconded the motion, which passed unanimously (6-0). (Mr. O'Connell was absent.)

9. OTHER BUSINESS

a. Presentation and Approval: Buck Mountain Property Update, Lease and Sale Procedures; Bill Mawyer, Executive Director

Mr. Mawyer stated they had a lot of discussion among staff and with Williams Mullen staff about how to lease and sell properties at Buck Mountain. He stated this tied back to their strategic plan goals of environmental stewardship and operational optimization. He stated they were still planning for a reservoir and wanted to maintain the property that would be needed. He stated a reservoir would also provide water quality protection for the streams in that area that flowed to the Rivanna Reservoir, but they also wanted to optimize their resources and property they perhaps did not need or could lease.

Mr. Mawyer stated they came up with a fairly flexible and liberal policy as far as leasing real estate at Buck Mountain. He stated essentially, all the property at Buck Mountain could be available for leasing strategically, if they were inclined. He stated when looking at the map displayed on the slide, they could see that the blue parcels were already leased and they had renewed nine leases with existing lessees at the new market rates in the last month or two. He stated the orange parcels shown were not leased and were candidates for leasing. He stated the green parcels shown were ones that they would talk about today. He stated that included three parcels they were recommending for leasing. He stated the other noteworthy things about this

map was the black line, which displayed the normal pool of the water if the reservoir was built as designed.

Mr. Mawyer stated the yellow line was the normal pool elevation plus 10 feet vertical, or what he would call a high-water buffer. He stated if wind or a storm was blowing and pushing water up into a cove, the water could be higher, and the yellow line reflected that high water mark. He stated they were recommending that there be a prioritized order of leasing properties. He stated the first priority would be given to renewal with existing lessees at new market rates. He stated the second priority would be given to adjacent resident property owners because they served as the eyes and ears for trespassing and other activities that could go on at the property and could help staff manage the properties in an informal way. Mr. Mawyer stated thirdly, if the first two lease priorities did not apply, they would offer properties to the public for leasing. He stated in all of these cases, they would establish the market value of the property to be leased. He stated they have three property types included in most leases, all with different lease values: farmland, forested land, and deed-restricted land. He stated as they went forward, they would update that information to keep the lease values market-based.

One of the properties to be leased, TM-29-36A, was adjacent to Mr. Lucas' property, TM 29-36B3. Ms. Bowles confirmed that TM 29-36A was the parcel RWSA owned that was a candidate for potential lease. Mr. Mawyer stated they had talked with the Board about completing a boundary line adjustment for Mr. Lucas. He stated rather than doing that, they now would rather offer him a lease and continue to talk about any future sale, if that was the desire of the Board. As a minimum, they would offer to lease the adjacent property to him. He stated there was also a vineyard on TM 29-33 that had property adjacent which could be leased, TM 29-33F. He stated the resident vineyard owners were interested in leasing the property adjacent to them. He also recommended they offer property TM 29-33C to the adjacent resident owner of TM 29-34D. He stated they did not know if that owner was interested, but because the resident owner was adjacent, they would offer TM 29-33C to the owner as a lease. He stated those were the three properties staff was recommending to offer to adjacent resident property owners as a lease at this time. He stated they were going to offer them a longer term lease of five years rather than two years offered in the past.

Ms. Mallek asked if they kept a record of when activities such as gunfire or bonfires occurred historically on the existing leased parcels before offering them back to lessees. She stated it was good for them to be able to require, as a landlord, good neighborliness on part of their lessees.

Mr. Mawyer asked if she wanted them to offer to adjacent resident property owners who were responsible and did not have any history of doing the things she mentioned to which they would object.

Ms. Mallek stated she would just like those criteria to be considered during the leasing process to make sure they were improving the situation.

Mr. Mawyer stated Ms. Bowles had the history of existing lessees and she could certainly make sure they were offering leases to responsible adjacent resident property owners.

Ms. Mallek thanked Mr. Mawyer. She stated he had also mentioned three leases that would be available to the public. She asked if those had access onto Catterton Road.

Mr. Mawyer stated the three they were offering now were for lease only and were only to the adjacent property owners. He stated those were the three green properties: 29-33F, 29-33C, and 29-36A, which do not have access to Catterton Road.

Ms. Mallek stated she thought that the 29-33C must be someone on Catterton Road.

Ms. Bowles stated she did not think any of those properties bordered Catterton.

Mr. Mawyer confirmed they did not border Catterton.

Ms. Mallek stated she wanted to make sure they were thoughtful about offering landlocked properties that would not cause further disturbance to neighbors.

Mr. Mawyer stated they would do that.

Ms. Mallek stated to please do their homework on those concerns so they had peace in the valley. She stated it was very important. She stated they had made some important progress on some things that she did not want to be lost in this transition.

Mr. Mawyer thanked Ms. Mallek.

Mr. Gaffney asked if they had any leases currently that were to people who were not residents.

Mr. Mawyer asked Ms. Bowles if there were any.

Ms. Bowles responded there has been one lease for a property that did not have an adjacent resident property owner since the late 1980s. But that lessee was on the leased property every single day.

Mr. Mawyer stated to Mr. Gaffney that their strategy was to grandfather people who had been responsible lessees for a number of years. He stated if they were to have a break in the lease term, they would no longer qualify as existing and would lose that priority.

Mr. Gaffney noted that he asked that question for clarification.

Mr. Mawyer stated the next process to be discussed was the sale of improved and unimproved real estate. He stated at one point they thought they might have different rules if it was land only versus land with a house, such as the Elliot House, but they combined those criteria into simple criteria for both circumstances. He stated whether there was a house or no house, their criteria to sell a property would be first that the property must be above the normal pool elevation plus 10 feet (474 above sea level). He stated the normal pool level of the planned reservoir plus 10 feet was the yellow line they showed on the map. He stated the process was to offer any property for sale to the public through sealed bidding, and they would specify in the bid solicitation a

minimum fair market value for which they would accept bids.

Mr. Mawyer stated in other words, if someone bid $1, they would not sell property to them. He stated the same was true for a lease, and that they were not leasing property for $1 or some minimum amount. He stated if there were no bidders that bid the minimum, then possibly they would not sell the property, but they would specify in the solicitation a minimum bid price. He stated the minimum bid price would be determined by using all their resources; the County assessment, any local sales or other sales, and any knowledgeable people in the area who could help them with that valuation.

Mr. Mawyer stated that currently, they recommended the only property to be offered for sale was the 2.2 acres they would carve off of TM 29-35H with the Elliot House. He stated they would have an invitation for bids in the newspaper and specify a bid date and any other terms of the bidding requirements, including a minimum bid amount. He stated they would receive those bids and open them at the specified time. He stated they would then bring the bid results back to the Board to have a public hearing. He stated public hearings were prominent parts of the process in the state code requirements for disposal of real estate. He stated if the Board approved, they would execute a sale with the highest responsible bidder who complied with all the terms and met at least the minimum sale amount.

Mr. Mawyer reported that in summary, staff recommended they offer property to lease first to existing lessees for renewal, and secondly to adjacent resident property owners, which they would amend to say "responsible" adjacent property owners. He stated "responsible" would mean complying with local ordinances and laws. He noted that the reason they were giving adjacent property owners priority was so they could help monitor the property remotely. He stated thirdly they would offer leases to the public. He stated the second category was offering property for sale, and that would be only to the public as a public bidding process at a minimum fair market value, followed by a public hearing conducted by the Board before they executed a contract with the highest responsive bidder.

Mr. Mawyer stated Rivanna would not offer any property for sale at this time that would be below elevation 474. They would let the Board know if they planned to offer any property for sale and get concurrence. He stated again that this took a lot of discussion and a lot of review of state code to boil down to this relatively simple recommendation. He stated this was what they came up with to optimize and utilize these properties and make them available, in part at least, to the public. He stated there were a lot of issues, as was noted last month, about using public property and offering it to anyone other than the public in a public bidding process. He stated they explored that issue, but right now they were not ready to recommend any priority on a sale of any property, but did offer a priority process for the leasing of property.

Mr. Pinkston stated with respect to leasing, if they ended up having to lease something to the public, he supposed there would be a process similar to what they had laid out for selling property to the public.

Mr. Mawyer confirmed his understanding. He explained there would be an invitation for bid solicitation, and they would specify what property they were offering. He stated they had a list of

terms and conditions to lease property including what those property owners could do with the property, as they could not have row crops, they could have cattle, they could grow hay, they could not build permanent structures, or have temporary structures without permission, they could not apply chemicals, pesticides, or herbicides without permission, and conditions like that. He stated they already had long-standing terms and conditions for their lessees, and they would apply those to any public offering, then have a minimum lease amount, and take the bids for those properties.

Ms. Mallek asked how one could combine the list of terms and conditions that had already been decided on for leasing with different criteria for the sale. She asked if there was legal ability to combine the bid amount and other criteria at the decision stage, or were all the criteria laid out first, and after they were met, could the bid amount be considered. She stated tree preservation had been discussed at prior meetings along with staying off slopes and possibly reusing parts of the existing structure for historical renovation. She stated those were conditions that she wanted to know if they could be applied in the offering process. She stated she was unsure whether that came first or later.

Mr. Mawyer stated there were no conditions recommended in the sale process, but if the Board would like, conditions could be added. He stated there was discussion about requirements for buyers to preserve the structure. He stated it was thought to be a challenge in reducing the value of the property and for the staff who had to administer the conditions. He stated defining the conditions was an issue and the extent to which the property could be altered had a lot of details. He stated the County could enforce the steep slope restrictions on any development on the property as far as exceeding 25% slopes. He stated the house and 2.2 acres were outside of the tree preservation area. He noted there were large trees around the house and the preservation area. He asked Ms. Bowles if there were tree conditions around the house.

Ms. Bowles stated there was nothing that needed to be specified around the house or in the 2.2-acre parcel. She noted the tree at the front of the house. She stated all the trees in the preservation area at the back of the property up to Piney Creek would be preserved.

Mr. Rogers stated he had questions from the last meeting regarding the sale and leasing procedures. He stated the procedures presented today represented a thoughtful approach. He stated he fully supported the procedures.

Ms. Mallek asked if there was the possibility for a two-stage process where a first offering would require some percentage reuse of the original structure, and afterwards a more draconian approach could be taken. She stated there were not many of such iconic structures left, and it was always easier for someone to come in with a bulldozer. She stated there was material in the house that should be reused. She stated it might take more time.

Mr. Gaffney asked Mr. Mawyer to review the historic study for the house and the value as a historic property.

Mr. Mawyer asked Ms. Bowles if she wanted to answer the question.

Ms. Bowles stated the County committee that documented historic resources had done that for the property. She stated that Rivanna had been in touch with the Virginia Department of Historic Resources to understand the value of the house and whether they would consider it something to be preserved into the future. She stated the department stated the house was a historic structure because it was 50 years old or older and for no other reason. She noted that there had been other evaluations and opinions on the property and whether it would be reasonable to require preservation.

Mr. Pinkston asked what sort of ways could the future owner of a property be bound to terms beyond what was included in basic zoning law. He asked if they would be able to specify to an owner or purchaser of the property a certain set of criteria they had to follow.

Ms. Long stated the Board had broad discretion to attach whatever types of restrictions on future use of the property it might deem appropriate or desirable. She stated the Virginia Water and Waste Authorities Act, which applied in this situation, clearly gave Rivanna the legal, enabling authority to sell land and did not provide any other parameters. She stated other statutes were looked to for guidance. She stated a public hearing was a good idea but not entirely required by the VWWA act.

Ms. Long stated there was no limit on requiring certain restrictions, such as retaining the house or not disturbing certain areas or trees—so they could do that. She stated part of the discussion had noted the challenges of enforcing and monitoring the restrictions. She stated there were enough challenges that it would be difficult and not the best use of the Authority's funds to enforce the restrictions moving forward. She noted the restrictions would have an impact on the price. She stated the only area of steep slopes in the 2.2-acre lot were along Buck Mountain Road and appeared to be manmade when the road was created. She stated there were steep slopes beyond the overhead utility line, but not otherwise.

Mr. Gaffney stated staff had asked them to approve the procedure for the lease and sale of Buck Mountain real estate. He asked if the Board wanted to do that or discuss further prior to the next Board meeting about the sale of the 2.2 acres.

Mr. Pinkston asked if it was possible to approve the procedures then have a requirement that there be a follow-up at the next meeting about the property. He stated the rules seemed clear and valid, but there needed to be more discussion around the conditions attached to the sale of the property.

Mr. Gaffney asked the legal counsel if the proposal could be approved as-is while requiring further discussion.

Ms. Long confirmed this. She asked for clarification from Mr. Pinkston with regard to the exact issues he would like more clarification on so that they could be prepared for the next month.

Mr. Pinkston stated he would ask Ms. Mallek what she was suggesting. He stated there was a desire to attach certain conditions to the sale of the property. He stated it could be a contingent one-off decision for the property. He stated the Board was considering the overall process. He

stated for each individual property that came up, there would be a specific set of factors and decisions that would come into play. He stated he wanted to separate what was before the Board and what was specific to the particular property.

Ms. Long stated that was part of the idea behind some of the text at the beginning of the proposed policy that referenced the Authority retaining discretion and to consider each parcel, sale, or lease on a case-by-case basis. She stated there was flexibility to take unique situations into account. She stated they could clarify that they vote to approve the proposal with the one caveat that they would like to have a discussion at the next meeting. She stated she did not believe that was inconsistent with the policy as stated, and it did not need to be amended—it just provided helpful guidance for the record.

Ms. Mallek asked if there was an obligation after the sealed-bid process. She stated the Board did not have the obligation to accept the highest-dollar bid because the Authority retained discretion.

Ms. Long responded that based on the reference to the highest responsible bidder, the Authority would retain the discretion.

Mr. Mawyer clarified that they would have to know why they disqualified anyone who might be the highest bidder—there would have to be solid reasons.

Ms. Mallek stated that was why she wanted to know the criteria beforehand. She stated if the requirements were stipulated with the first bid, it would discourage bidders who wanted to destroy the property. She stated if they did not receive bids, she would have learned a hard lesson, but it would not hurt to try.

Mr. Pinkston stated it was based on defining "responsible bidder."

Mr. Rogers stated the requirements had to be stated up front in the process so all bidders and interested parties had the opportunity to respond. He stated if they were not responsive to the requirements, then there was a legitimate basis to disqualify bidders. He emphasized if it should be stated up front in a public notice.

Ms. Mallek stated the lawyers would say if they had to be more specific.

Mr. Gaffney asked if there was a motion to approve the procedure for the lease and sale of Buck Mountain real estate.

Mr. Rogers moved to approve the policies as proposed and the lease and sale of property by the RWSA. Ms. Mallek seconded the motion, which carried unanimously (6-0). (Mr. O'Connell was absent from the vote.)

Mr. Mawyer stated they would return the following month to discuss the sale of the Elliot House and what terms and conditions would be possible, along with the pros and cons.

Mr. Gaffney asked if there were any nays to the motion. There was no response.

Mr. Mawyer stated they would move forward with the recommended leases as long as the adjacent property owners wanted to lease. He stated they were not including a public hearing for leases, only for sales. He stated historically, leases had been done at the staff level for 40 years.

b. Presentation: Review of RWSA Organizational Agreements
Bill Mawyer, Executive Director

Mr. Mawyer stated he had given the presentation the year before, but with a number of new Board members, it was a good time to give it again. He reported that Rivanna was created in 1972, and articles of incorporation were prepared by the City and the County in a concurrent resolution, then forwarded to the State Corporation Commission to incorporate Rivanna. He stated the initial articles specified that the mission was to acquire, finance, construct, and maintain facilities for potable drinking water supply and treatment and for the abatement of pollution resulting from sewage from the City and the County.

Mr. Mawyer stated the original RWSA Board of Directors had five members: two from the City, two from the County, and one jointly appointed. He stated the articles prohibited Rivanna from contracting from any other party in the City or the County for water and sewer services. He stated they could not go directly to a business and make them a customer. He stated the customers remained with the County and the City—not with Rivanna. He stated Rivanna had two customers: the City and the Albemarle County Service Authority.

Mr. Mawyer explained a service agreement was written in 1973, also known as the "Four-Party Agreement," between the City, County, ACSA, and RWSA that gave more specificity about what the Authority's charge was, and it enabled them to acquire the existing water and wastewater facilities from the City and the County. He stated for example, the City had owned the South Rivanna Water Treatment Plant and the Moores Creek Wastewater Treatment Plant. He stated the ACSA owned the North Rivanna WTP, the Piney Mountain tank, and the Beaver Creek Reservoir. Mr. Mawyer stated the service agreement allowed Rivanna to purchase those facilities from the various parties. He stated it instructed the Authority to construct any new facilities needed. New facilities could be funded through bonds, and the Authority would be the sole provider of water and wastewater treatment for the community. He stated the water rates would be uniform throughout the urban area—the charges to the City and the County had to be the same.

Mr. Mawyer stated wastewater rates were not uniform. He stated the City sold more facilities to the RWSA, so while the operating costs would be uniform, the City would pay one half of the debt service costs for facilities that were scheduled to be built. He stated the term for the Four-Party Agreement expired in June 2012. He stated there was a provision that the agreement continued until the bonds had been paid off. He stated there was about $200 million in bonds, so there was no termination of the agreement. He stated it was on their list of items to update with the City and the County and get the term changed. He stated there were bylaws written for Rivanna in 1973.

Mr. Mawyer stated the articles of incorporation were amended in 1985 to limit Rivanna to only servicing the City and the ACSA. He stated in 1986, the executive director of the ACSA, or

another County department head as may be appointed by the Board of Supervisors, was placed on the Board in lieu of the County engineer. He stated the Third Restated Articles happened 23 years later, and increased the number of Board members from five to seven by adding two elected officials. He stated Mr. Pinkston's and Ms. Mallek's positions were added in 2009 and increased Board membership to seven.

Mr. Mawyer stated in 2017, the City decided to split the Department of Public Works and create a Department of Utilities along with the Department of Public Works. He stated the City decided that its director of utilities would be on the RWSA Board and the director of public works would be on the RSWA Board. He stated the bylaws had been changed a number of times. He stated in 1975, an executive director was established, restated the board of directors, and scheduled meetings for the third Monday.

Mr. Mawyer stated in 1983, the bylaws were amended to allow a member who would miss a meeting to designate an alternate to attend the meeting, but the alternate could not vote and was not necessarily allowed to attend closed meetings. He stated in 1986, the meeting date was changed from the third Monday to the fourth Monday. He stated in 2010, the meetings were changed from the fourth Monday to the fourth Tuesday, which was the current meeting date. He stated in 2014, the bylaws allowed Board members to participate remotely in Board meetings through electronic communications, however, a quorum of four had to be physically present at the meeting. He stated those would be the rules once they ended the virtual protocol and went back to normal meeting requirements. He stated in 2016, the bylaws allowed the executive director to sign contracts up to $100,000. He stated in 2020, the threshold was increased to $200,000.

Mr. Mawyer stated the City and ACSA typically shared the cost of Rivanna. He stated when one of the entities required more capacity and facilities, there had to be a separate agreement to determine the cost sharing for the new facility. He stated the working agreement for the wholesale flow allocation and billing methodology in 1983 determined that Rivanna charge the water and sewer operating expenses based on the amount of water and sewer that each locality used each year. Mr. Mawyer stated the City and ACSA sent the retail customer usage, and that proportion was used to charge for Rivanna's operating expenses.

He stated in 1983, there was a joint resolution that authorized Rivanna to purchase the Buck Mountain property with an intent to create a reservoir. He stated the Buck Mountain surcharge was created on all new public water connections in the City and the County to pay for the debt service to buy the property. He stated the Southern Loop Agreement was adopted in 1987. He stated it was a plan to build more water transmission pipes.

Mr. Pinkston asked if the 1983 agreement on wholesale flow allocation and billing methodology was the basis that governed the Northern Service Agreement.

Mr. Mawyer stated the Northern Area Agreement that was approved today would be addressed later in the presentation. He stated it related to debt service charges for building new facilities. He stated the 1983 agreement Mr. Pinkston referenced related to Rivanna's cost of producing drinking water and treating wastewater—the operating expenses. He stated the agreement

allocated operating expenses to the City and the ACSA based on their proportional use of the water and wastewater.

Mr. Gaffney stated the Northern Area drinking water project and similar projects were related to debt service as opposed to operating costs.

Mr. Pinkston asked if the breakdown was typically 48% City, 52% ACSA.

Mr. Mawyer stated typically, on non-capacity projects—a project everyone needed and did not serve one locality more than the other—the cost was shared 48% (City) to 52% (ACSA). He stated the City paid 30% and the ACSA paid 70% of the debt service for the Moore's Creek Relief Sewer, which was built to provide sewer capacity from Quarry Road to the plant. He stated it was a negotiation on who needed the facility and to what capacity each entity would use the new pipe.

Mr. Mawyer stated the urban water line was negotiated at 48% to the City and 52% to the ACSA. He stated the South Rivanna WTP Expansion Agreement was adopted in 2003. He stated the capacity of the South Rivanna WTP was increased by 4 million gallons. He stated the ACSA paid 100% of the cost, and they were allocated all of the capacity. He stated it was agreed that non-capacity urban water system CIP construction project debt served costs would be allocated 48% to the City and 52% to the ACSA. He stated those projects included renovations that did not increase capacity. He stated the urban water plants capacity and the S. Rivanna reservoir were allocated in a similar way in the agreement.

Mr. Mawyer stated the Ragged Mountain Dam Project Agreement was completed in 2012. It was on the heels of the 2002 drought and completion of the community water supply plan. He stated the agreement set forth how the community would provide more water—with a new dam at Ragged Mountain and a pipeline from the South Rivanna Reservoir to Ragged Mountain to fill the larger reservoir. He stated it specified that Rivanna would perform water supply and demand studies every decade. Mr. Mawyer stated the 2020 study had been completed. He stated the agreement required a wholesale meter system to be built around the City and the County so it could measure the water used by both parties. He stated that was included in the wholesale meter report, consent agenda item 9d. He stated it was a monthly report and showed how much water the City and the County used. He stated the top bar of the graphs was how much water was allocated through the agreement.

Ms. Mallek noted that ACSA paid for 100% of the increase in capacity at the South Fork WTP. She asked how was the agreement carried forward in a drought situation.

Mr. Mawyer stated there were the wholesale meters that measured how much water each entity used. He stated that helped monitor the usage.

Ms. Mallek stated in the past, conservation requirements had gone everywhere. She stated she was curious how it would be carried forward. She asked where the wholesale meters were located.

Mr. Mawyer stated there were 25 meters around the perimeter of the City where there were large connecting pipes. He stated they could measure how much water was coming into the City and how much was staying in the County. He stated the wholesale meter system was a $3 million project completed in 2019. He stated every month, there was a report in the Board package detailing how much water the City and the County used for that month. He stated it kept a running 12-month average usage. He stated it was item 9d on the Consent Agenda. He stated the graphs showed that the ACSA was allocated 11.99 million gallons per day, and the City was allocated 6.7 million gallons per day. He stated those allocations came from an agreement on who paid for infrastructure and who received the benefit.

Ms. Mallek stated there were updates month to month on the investments from ACSA. She noted the work done to replace the old pipes. She stated they were charged for the water that went through the wholesale meter, whether it spilled on the ground or delivered to a customer.

Mr. Mawyer stated Rivanna's total cost for water production was allocated based on the percentage of retail sales by the City and ACSA. He stated if Rivanna produced 4 billion gallons of water, and the City and ACSA only sold a total of 3 billion gallons, the City and ACSA still had to pay RWSA's full cost of producing 4 billion gallons. He stated it provided incentive to reduce leaks in the water lines, keep meters up to date, and maintain the water distribution piping system. He stated the City and ACSA had to pay for the water produced by Rivanna whether they were able to sell it or not.

Mr. Pinkston stated the Southern Loop Agreement had been addressed recently. He asked Mr. Mawyer how the central waterline was transcending the Southern Loop Agreement. He asked if the Moore's Creek Relief Sewer Project was to construct Moores Creek.

Mr. Mawyer stated the Moores Creek Sewer Project was to construct a second parallel sewer line from the Quarry Road area to the plant. He stated there was a capacity problem in the pipe and it was not big enough to handle the sewage, so another pipe had to be constructed. He stated there were two inflows of sewage to the plant—one came from the northern part of the City and County, and the second came from the southern part of the City and the County. He stated all of the wastewater from the City and the County came to the facility through two pipes. He stated the one pipe from the south was too small, so there was an agreement to build a parallel pipe to increase capacity. He stated the City paid 30% and the ACSA paid 70% of the project debt service costs.

Mr. Mawyer stated the 1987 Southern Loop Agreement was for drinking water and how to get water into the City and all parts of the County. He stated the agreement had two parts—the western branch, a waterline from the Observatory WTP tank to Avon Street, and the second leg went from Avon Street to Pantops. He stated the second leg was now called the central waterline. He stated in 2018, when the eastern branch was to begin, the Board noted growth had not occurred as envisioned. He stated staff was requested to perform a new urban finish water master plan. He stated the master plan would be presented the following month. He stated the eastern branch was not to be started until the urban finish water plan was completed. He stated it was through the planning effort that it was determined a new pipe would be more beneficial to the regional water system through the central corridor of the City rather than at the perimeter.

Mr. Mawyer stated the counterpart agreement to the Ragged Mountain agreement was the 2012 Water Cost Allocation Agreement. He stated it was agreed that the new Ragged Mountain Dam would be paid 85% by the ACSA and 15% by the City. He stated accordingly, the additional water in the reservoir was allocated to the ACSA and the City. He stated the pipeline from Rivanna to Ragged Mountain would be paid 80% by the ACSA and 20% by the City. He stated it allocated the safe yield to be monitored by the wholesale meter system.

Mr. Mawyer stated the Wastewater Projects Cost Agreement was one of the more complicated agreements. He stated it allocated how Rivanna charged for the Rivanna pump station. He stated the agreement addressed future capacity and non-capacity, wastewater construction projects, and it required Rivanna to put meters into the wastewater system every five years to determine how much flow came from the City and the ACSA. He stated it had a lot of terms and conditions in the agreement, and it was how they charged for wastewater projects.

Mr. Mawyer stated there was an amendment to the Four-Party Agreement in 2015 that made debt service a separate charge from the per-1,000-gallon rates. He stated that was why the budget discussed the operating expenses separately from the debt service expense paid per month by the City and ACSA. He stated in 2019, the Buck Mountain surcharge was ended since it was decided there would be no reservoir in the near future, and sufficient funds had been collected to warrant ending the surcharge.

Mr. Mawyer stated the Observatory WTP, raw water piping, and piping upgrade allocation agreement of 2020 was to add 2.3 million gallons of additional treatment capacity to the Observatory WTP and all the water lines would be replaced from the Ragged Mountain Reservoir to the Observatory WTP and a new pump station would be constructed to move water from the reservoir to the WTP. He stated the pump station would also pump water to the South Rivanna WTP when the pipeline from the S. Rivanna reservoir was completed. He stated there was a commitment in the agreement for the parties to construct the central waterline through the center of the City in a location to be identified by Rivanna after the Urban Finished Water master plan was completed.

Mr. Mawyer stated about three years had been spent working with the University of Virginia to renew the 99-year lease that recently expired in 2021 for the Observatory WTP. He stated the plant was located on the University's property. He stated a new, 49-year ground lease was negotiated. He stated Rivanna paid $175,000 per year for the lease. He stated the cost escalated every year, but the payment was only updated every 10 years.

Mr. Mawyer stated the Board approved the Northern Area Drinking Water Projects Agreement of 2022. He stated it would be formally approved when the City and the ACSA signed the agreement. He stated there were projects located north of the South Rivanna River that did not benefit the City, so the ACSA was to pay for 100% of the projects. He noted projects such as the airport road pump station that was under construction. He stated the agreement addressed four projects and all future water CIP projects north of the South Rivanna River—they would be funded by the ACSA with the exception of the decommissioning of the North Rivanna River WTP was a shared cost. He stated when tanks were added to Airport Road, the City would pay

for 10% of the cost for the first tank.

Ms. Mallek noted many millions would be paid to the University for the Observatory WTP to sit on the land for 49 years. She asked if the University paid the City because they were the City's customer. She asked if they paid for hookups for new building construction.

Ms. Hildebrand stated the City did charge UVA. She stated if there were new meters set for buildings that hooked up directly to the City system, there would be a facility fee charged.

Mr. Gaffney asked Ms. Hildebrand to speak to the old charges that the City used to bill the University and what the new charges were.

Ms. Hildebrand stated an update was done to the rate model four or five years ago. She stated it was determined that they needed to evaluate the charges to the University. She stated the University rates were historically based on a previous agreement in 1983, and they were charged a much lower rate for water and sewer. She stated the new rates were phased in over three years, and they now paid the same rate as any other customer in the City.

Mr. Gaffney stated that was one of the reasons for the negotiation for the new ground lease. He stated that the University felt $175,000 per year was a fair lease price.

Mr. Mawyer stated the University felt they paid market rate for the water they consumed, so they wanted market rate for the property that they rented. He stated the lease had an automatic renewal if neither party requested renegotiations, it would roll over for another 50 years. He stated Rivanna originally wanted another 100-year lease, given the threshold of spending $25 million on construction at Observatory.

He stated there were many guiding documents that allocated costs and dictated how the charges were determined, and it was an extensive matrix to keep track of in terms of costs and how much to charge each party. He recognized Mr. Wood and his staff.

Mr. Gaffney asked if there were further comments or questions.

Mr. Pinkston asked when new agreements were made whether Rivanna went back and cleaned up old agreements, such as with the Central Water Line.

Mr. Mawyer stated there was an agreement between City, ACSA and RWSA directors that the central waterline was a non-capacity project, and it would be allocated based on the 2003 South Rivanna WTP Expansion Agreement at 48% to the City and 52% to the ACSA. He stated they tried to clean up old agreements if the terms changed and make them as understandable as possible. He stated 30 years of agreements could be a maze.

10. OTHER ITEMS FROM BOARD/STAFF NOT ON AGENDA

There were none.

11. CLOSED MEETING

There was no reason for a closed meeting.

12. ADJOURNMENT

Mr. Gaffney adjourned the meeting.

At 3:55 p.m., Ms. Mallek moved to adjourn the meeting of the Rivanna Water and Sewer Authority. Mr. Rogers seconded the motion, which passed unanimously (6-0). (Mr. O'Connell was absent from the vote.)

Respectfully submitted,

Mr. Jeff Richardson
Secretary - Treasurer