

**A COOPERATIVE AGREEMENT  
FOR THE ESTABLISHMENT OF THE  
LAKE ANNA ADVISORY COMMITTEE**

**I. Agreement**

The Counties of Louisa, Spotsylvania and Orange (hereafter referred to as the counties) hereby agree to establish a joint administrative organization under the provisions of Section 15.1-21 of the Code of Virginia, 1950 as amended, to address matters of joint interest pertaining to Lake Anna and the adjacent shorelands governed by these counties.

**II. Title of the Committee**

The organization hereby agreed to shall be known as the Lake Anna Advisory Committee. The Lake Anna Advisory Committee abbreviation shall be LAAC.

**III. The Duration of this Cooperative Agreement**

This cooperative agreement becomes effective immediately upon ratification by resolution passed by the Board of Supervisors of the counties. The duration of the LAAC shall be indefinite or until any member county withdraws from this Cooperative Agreement. Any reorganization, termination or replacement of the LAAC shall be by mutual agreement of the counties.

IV. Purposes

The LAAC is a special entity of the counties bordering Lake Anna. The LAAC shall be organized for the stated purposes set forth below or added later by amendments to this agreement.

1. To promote cooperation and coordination among the local governing bodies and Virginia Power on issues concerning Lake Anna;
2. To develop recommendations for new or revised ordinances/legislation specifically addressing the needs, issues, and/or problems involving Lake Anna, its shoreline, its shoreland area behind the lake, and the watersheds of Lake Anna as designated by the local governments;
3. To promote planning and management for land, water and other natural resources and environmental quality maintenance;
4. To administer the on-lake marker program (i.e. No Wake);
5. To promote research, control and/or eradication of undesirable aquatic weeds in Lake Anna and to improve the quality of the water and to control pollution in and around Lake Anna; and
6. To meet and discuss all local, state and federal agencies concerned with quality of human life, water, pollution, recreation, wildlife, fish and fishing conditions, in and around Lake Anna, and to pass on to all governmental agencies on the local, state or federal level any recommendations believed feasible and necessary to

LAAC Agreement Pg. 3

accomplish the purposes of this advisory committee.

The central assumption of this agreement is that the areas of Lake Anna (including the principal shoreland areas) in Louisa, Orange and Spotsylvania counties are to be considered for policy guidance jointly, not independently; thus this agreement and the fulfillment of its purposes should survive and depend on the participation of all three counties and Virginia Power.

V. Organization of the LAAC

The LAAC shall consist of the following:

1. One member of the Board of Supervisors of Spotsylvania County and one alternate;
2. One member of the Board of Supervisors of Orange County and one alternate;
3. One member of the Board of Supervisors of Louisa County and one alternate;
4. Two residents of Spotsylvania County from the Lake Anna area;
5. One resident of Orange County from the Lake Anna area; and
6. Two residents of Louisa County from the Lake Anna area; and
7. One representative from Virginia Power.

Each member of the LAAC shall have one (1) vote.

LAAC Agreement Pg. 4

Members of the LAAC shall be appointed, with the exception of the Virginia Power representative, by the Board of Supervisors. Citizen members shall be selected from the population residing on or near Lake Anna. Citizen members shall serve a term of four (4) years and may be appointed to serve a second four (4) year term.

Board of Supervisors members serving on the LAAC shall serve at the discretion of the governing body.

The following shall be ex-officio members of the LAAC:

1. Spotsylvania County Administrator;
2. Orange County Administrator; and
3. Louisa County Administrator.

At the first meeting of the LAAC the Committee shall elect the following officers from its membership:

1. Chairperson, and
2. Vice Chairperson.

Other officers may be elected as required and developed by the bylaws under which the LAAC will operate.

The term of the offices shall be for one (1) year.

## LAAC Agreement Pg. 5

Following the first election of officers the LAAC shall establish a set of bylaws under which it shall operate.

### VI. Compensation to Members

Members shall serve without compensation in the performance of their normal responsibilities. Unusual circumstances requiring travel or per diem expenses shall be in accordance with the established policies of the members county.

### VII. Provisions of Existing Laws

The conduct of the LAAC shall be at all times within the limits of the Code of Virginia, 1950 as amended, the laws of the United States of America and the three member counties.

### VIII. Committees and Subcommittees

Provisions shall be made in the bylaws to be adopted for the creation of committees and subcommittees where required to address specific problems which come to the attention of the LAAC. It is anticipated that citizens, not members, of the LAAC will be asked to participate as members of specific committees or subcommittees. Nominations of citizens to serve shall be approved by the majority vote of the members of the LAAC.

IX. Authorization to Apply for and Employ Grant Funding

The LAAC may apply for grant funding for its activities and purposes and use these monies for carrying out of LAAC activities and purposes. Sources may be federal, state or private foundations. The LAAC shall adhere to all Virginia and United States laws concerning the use and fiscal management of such monies.

X. Lake Anna Advisory Committee to Operate with A Plan and  
with Clear Objectives/Management Elements of A Plan and  
Deal with Immediate and Long Term Concerns

The Lake Anna Advisory Committee shall at a minimum operate with an agenda of objectives to address. The initial agenda of objectives or program elements shall be set by the member governing bodies.

Committee recommendations and proposals may be implemented in each jurisdiction as appropriate to local policies and ordinances of the jurisdiction.

XI. Reports

The Chairperson of the LAAC shall make an annual report to each of the Boards of Supervisors of the member counties.

The Board of Supervisors representative of each of the member counties shall report quarterly to their respective Board of Supervisors. Other LAAC reports and/or recommendations may be presented, in writing to the member counties as necessary.

XII. Amendments to the Cooperative Agreement

The parties to this Cooperative Agreement may amend the Agreement only by unanimous concurring ordinance of the member counties.

XIII. Effective Date of this Cooperative Agreement

This Cooperative Agreement between the counties of Spotsylvania, Orange and Louisa shall be effective immediately upon ratification by ordinance passed by the Board of Supervisors of the counties.

SPOTSYLVANIA COUNTY BOARD OF SUPERVISORS

BY: *Emitt B. Marshall*

Chairman, Board of Supervisors

APPROVED AS TO FORM: *Marlene B. Kufz*

Deputy County Attorney

ORANGE COUNTY BOARD OF SUPERVISORS

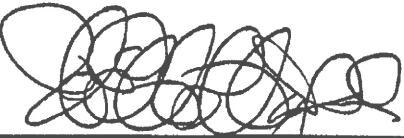
BY: *R. Duff Green*  
Chairman, Board of Supervisors

APPROVED AS TO FORM: *Stuart W. Samuels*

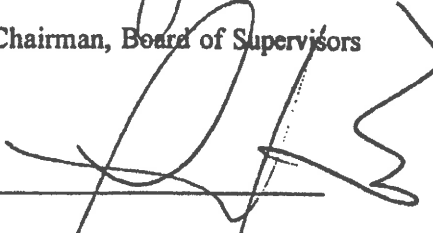
County Attorney



LOUISA COUNTY BOARD OF SUPERVISORS

BY:   
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Chairman, Board of Supervisors

APPROVED AS TO FORM:   
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County Attorney