

**ACTIONS**  
**Board of Supervisors Meeting of November 6, 2019**

November 7, 2019

AGENDA ITEM/ACTION	ASSIGNMENT	VIDEO
<p>1. Call to Order.</p> <ul style="list-style-type: none"> <li>Meeting was called to order at 1:01 p.m., by the Chair, Mr. Gallaway. All BOS members were. Also present were Jeff Richardson, Greg Kamptner, Claudette Borgersen and Travis Morris.</li> </ul>		<a href="#">Link to Video</a>
<p>4. Adoption of Final Agenda.</p> <ul style="list-style-type: none"> <li>By a vote of 6:0, <b>ADOPTED</b> the final agenda.</li> </ul>		
<p>5. Brief Announcements by Board Members.</p> <p><u>Rick Randolph:</u></p> <ul style="list-style-type: none"> <li>Mentioned that The Common Grain Alliance and provided information on the participants at the Arden Craft Ales in Richmond on October 13.</li> </ul> <p><u>Ann Mallek:</u></p> <ul style="list-style-type: none"> <li>Reminded the public that there would be a Veterans Day service at the County Office Building on Monday at 11:00 am.</li> <li>Announced that the 25<sup>th</sup> Annual Artisans Studio Tour would take place on November 10 throughout Charlottesville, Albemarle, and Nelson County.</li> <li>Requested that those who ran for public office to have their teams remove the lawn signs.</li> </ul> <p><u>Liz Palmer:</u></p> <ul style="list-style-type: none"> <li>Commented that the past weekend, Albemarle Cider Works, Vintage Virginia Apples, and the Covesville Ruritans had their annual Apple and Apple Butter Festival.</li> </ul> <p><u>Ned Gallaway:</u></p> <ul style="list-style-type: none"> <li>Mentioned the election had taken place on November 5 and thanked all the candidates who ran for office, as well as the volunteers working the polls.</li> </ul> <p><u>Ann Mallek:</u></p> <ul style="list-style-type: none"> <li>Commented that there is a recycling program (both at McIntire and at Ivy) for signs</li> </ul>		
<p>6. Proclamations and Recognitions.</p> <p>a. FY19 GFOA Award of Achievement for Excellence in Financial Reporting.</p> <ul style="list-style-type: none"> <li>Presented to the Financial Management Division.</li> </ul> <p>b. Veterans Day Resolution.</p> <ul style="list-style-type: none"> <li>By a vote of 6:0, Adopted the resolution.</li> <li>Presented to Trevor Henry and Jamie Gellner.</li> </ul>	(Attachment 1)	
<p>7. From the Public: Matters Not Listed for Public Hearing on the Agenda.</p> <ul style="list-style-type: none"> <li><u>Dr. Charles Battig</u> spoke towards climate change.</li> <li><u>Neil Williamson</u>, President of the Free Enterprise Forum, spoke towards item #12 on the agenda.</li> <li><u>Scott Beyer</u> spoke in regard to different housing markets in large metro areas.</li> <li><u>Sean Tubbs</u> commented on the Counties ability to provide infrastructure to support the new housing that was being built. He also commented on items # 9, #10 and #12 on the</li> </ul>		

	<p>agenda.</p> <ul style="list-style-type: none"> <li>• <u>David Roper</u>, White Hall District, spoke towards the barking dog's ordinance.</li> <li>• <u>Morgan Butler</u>, Southern Environmental Law Center, spoke towards item #12 on the agenda and addressed comments made by Scott Beyer.</li> </ul>		
8.2	<p>FY 19 Appropriations.</p> <ul style="list-style-type: none"> <li>• <b>ADOPTED</b> Resolution to approve appropriations ##2019100 and #2019101 for local government and school division projects.</li> </ul>	<u>Clerk</u> : Forward copy of signed resolution to OMB and County Attorney's office. (Attachment 2)	
8.3	<p>Proclamation Declaring a Half-Day County Holiday on Wednesday, November 27, 2019.</p> <ul style="list-style-type: none"> <li>• <b>ADOPTED</b> Resolution.</li> </ul>	<u>Clerk</u> : Forward copy of signed resolution to HR and County Attorney's office. (Attachment 3)	
8.4	<p>Ordinance to Change the Branchlands Precinct Polling Place Location.</p> <ul style="list-style-type: none"> <li>• <b>APPROVED</b> scheduling of a public hearing on December 4 to consider the adoption of the proposed ordinance.</li> </ul>	<u>Clerk</u> : Set Public Hearing for December 4, 2019 and advertise in Daily Progress.	
8.5	<p>Rural Preservation Deeds of Easement.</p> <ul style="list-style-type: none"> <li>• <b>ADOPTED</b> Resolution accepting the recommended form RPD deed of easement</li> </ul>	<u>Clerk</u> : Forward copy of signed resolution to Community Development and County Attorney's office. (Attachment 4)	
9.	<p>Planning and Coordination Council (PACC) Redefinition Plan.</p> <ul style="list-style-type: none"> <li>• By a vote of 6:0, <b>REQUESTED</b> that the Planning and Coordinating Council act to formally dissolve itself and PACC Tech and institute the new redefinition plan (which will be evaluated after one year).</li> </ul>		
10.	<p>Resolution of Intent to Address Fill and Waste Activities.</p> <ul style="list-style-type: none"> <li>• By a vote of 6:0, <b>ADOPTED</b> the Resolution of Intent for Zoning Text Amendment fill areas and waste areas.</li> </ul>	<u>Clerk</u> : Forward copy of signed resolution to Community Development and County Attorney's office. (Attachment 5)	
11.	<p>Resolution Requesting Local Legislators to Support State Funding for Biscuit Run Park.</p> <ul style="list-style-type: none"> <li>• By a vote of 6:0, <b>ADOPTED</b> the Resolution requesting the local General Assembly delegation and regional General Assembly delegation to support State funding to develop Biscuit Run Park in Albemarle County.</li> </ul>	<u>Clerk</u> : Forward copy of signed resolution to County Attorney's office. (Attachment 6)	
12	<p>Improving Stream Health in Development Areas.</p> <ul style="list-style-type: none"> <li>• <b>HELD.</b></li> <li>• <b>DIRECTED</b> staff to continue working on the proposal.</li> </ul>	<u>Staff</u> : Proceed as directed.	
13.	<p>JAUNT On-Demand Transit.</p> <ul style="list-style-type: none"> <li>• <b>RECEIVED.</b></li> </ul>		
14.	<p>United Way -Thomas Jefferson Area Bi-Annual Report.</p> <ul style="list-style-type: none"> <li>• <b>RECEIVED.</b></li> </ul>		
15.	<p>Closed Meeting.</p> <ul style="list-style-type: none"> <li>• At 5:09 p.m., the Board went into Closed Meeting pursuant to Section 2.2-3711(A) of the Code of Virginia:</li> <li>• Under Subsection (1), to discuss and consider appointments to the County task force and two County committees;</li> <li>• Under Subsection (3), to discuss the disposition of County-owned property in the Scottsville Magisterial District, where discussion in an open meeting would</li> </ul>		

	adversely affect the bargaining position or negotiating strategy of the Board; and	
	<ul style="list-style-type: none"> <li>Under Subsection (8), to consult with legal counsel regarding specific legal matters pertaining to the acquisition of real property requiring the provision of legal advice by counsel.</li> </ul>	
16.	<p>Certify Closed Meeting.</p> <ul style="list-style-type: none"> <li>At 6:03 p.m., the Board reconvened into open meeting and certified the closed meeting.</li> </ul>	
17.	<p>Boards and Commissions: Vacancies and Appointments.</p> <ul style="list-style-type: none"> <li><b>APPOINTED</b> Ronald Goldberg to the Agricultural and Forestal District Advisory Committee with said term to expire April 17, 2023.</li> <li><b>REAPPOINTED</b> Heather Stokes to the Places 29 North Community Advisory Committee with said term to expire August 5, 2021.</li> <li><b>APPOINTED</b> Bruce Kirtley to the 250 West Task Force with said term to expire September 5, 2022.</li> </ul>	<p><u>Clerk:</u> Prepare appointment/reappointment letters, update Boards and Commissions book, webpage, and notify appropriate persons.</p>
18.	<p>From the Public: Matters Not Listed for Public Hearing on the Agenda.</p> <ul style="list-style-type: none"> <li><u>Mr. Ed Guidem</u>, Rio 29 area, commented traffic, safety, and solutions in the Dunlora area of East Rio Road and concerns about the 999 East Rio Road project rezoning.</li> </ul>	
19.	<p><b><u>Pb. Hrg.: FY 20 Budget Amendment and Appropriations.</u></b></p> <ul style="list-style-type: none"> <li>By a vote of 5:0 (Dill Absent), <b>ADOPTED</b> Resolution for local government and school projects and programs.</li> </ul>	<p><u>Clerk:</u> Forward copy of signed resolution to OMB and County Attorney's office. (Attachment 7 and Attachment 8)</p>
20.	<p><b><u>Pb. Hrg.: CPA201900002 Charlottesville Albemarle MPO 2045 Long-Range Transportation Plan.</u></b></p> <ul style="list-style-type: none"> <li>By a vote of 5:0 (Dill Absent), <b>ADOPTED</b> resolution to approve CPA201900002.</li> </ul>	<p><u>Clerk:</u> Forward copy of signed resolution to Community Development and County Attorney's office. (Attachment 9)</p>
21.	<p><b><u>Pb. Hrg.: CPA201900003 Thomas Jefferson Planning District Commission 2040 Rural Long-Range Transportation Plan.</u></b></p> <p>By a vote of 5:0, <b>ADOPTED</b> resolution to approve CPA201900003.</p>	<p><u>Clerk:</u> Forward copy of signed resolution to Community Development and County Attorney's office. (Attachment 10)</p>
22.	<p><b><u>Pb. Hrg.: Dominion Energy's Request for Easement - Parcel 093B0-01-0A-000D0.</u></b></p> <ul style="list-style-type: none"> <li>By a vote of 5:0 (Dill Absent), <b>AUTHORIZED</b> the County Executive to sign an agreement with Dominion Energy's request for easement on Tax Map Parcel 093B0-01-0A-000D0.</li> </ul>	<p><u>County Executive:</u> Forward copy of signed agreement to Facilities and Environmental Services, the County Attorney and Clerk. (Attachment 11)</p>
23.	<p><b><u>Pb. Hrg.: Dominion Energy's Request for Easement - Parcel 093A1-00-00-00200.</u></b></p> <ul style="list-style-type: none"> <li>By a vote of 5:0 (Dill Absent), <b>AUTHORIZED</b> the County Executive to sign an agreement with Dominion Energy's request for easement on Tax Map Parcel 093A1-00-00-00200.</li> </ul>	<p><u>Clerk:</u> Forward copy of signed agreement to Facilities and Environmental Services, the County Attorney and Clerk. (Attachment 12)</p>
24.	<p><b><u>Pb. Hrg.: Dominion Energy's Request for Easement - Parcel 031B0-00-00-000B0</u></b></p> <ul style="list-style-type: none"> <li>By a vote of 5:0 (Dill Absent), <b>AUTHORIZED</b> the County Executive to sign an agreement with Dominion Energy's request for easement on Tax Map Parcel 031B0-00-00-000B0</li> </ul>	<p><u>Clerk:</u> Forward copy of signed agreement to Facilities and Environmental Services, the County Attorney and Clerk. (Attachment 13)</p>
25.	<p>From the Board: Committee Reports and Matters Not Listed on the Agenda.</p>	

<p><u>Liz Palmer:</u></p> <ul style="list-style-type: none"> <li>• Commented that Michael Culp has done a wonderful job with connecting Dominion and CVEC.</li> <li>• Mentioned she has been working with Dominion in the Batesville area for some end-of-the-line situations where Dominion has not decided to bury the lines.</li> </ul> <p>Ann Mallek:</p> <ul style="list-style-type: none"> <li>• Requested and update on the barking dog issue. Mr. Kamptner commented that it would be coming to the Board on November 20 for an update on the new regulations in Chapter 4 of the County Code.</li> <li>• Mentioned she had sent an email to the Board about being nominated for the VACO Executive Committee. Consensus to give Mr. Dill the permission to sign the letter in her support so that she could take it to the committee over the weekend.</li> </ul>		
<p>26. From the County Executive: Report on Matters Not Listed on the Agenda.</p> <ul style="list-style-type: none"> <li>• There were none.</li> </ul>		
<p>27. Adjourn to November 13, 2019, 2:30 p.m., Room 241.</p> <ul style="list-style-type: none"> <li>• The meeting was adjourned at 6:59 p.m.</li> </ul>		

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Attachment 1 – Veterans Day Resolution

Attachment 2 – Resolution to Approve Additional FY 19 Appropriations

Attachment 3 – Proclamation Declaring a Half-Day County Holiday on Wednesday, November 27, 2019

Attachment 4 – Resolution to Approve Rural Preservation District Deed of Easement Template

Attachment 5 – Resolution of Intent Zoning Text Amendment Fill Areas and Waste Areas

Attachment 6 – Resolution Requesting the Local General Assembly Delegation to Support State Funding to Develop Biscuit Run Park in Albemarle County

Attachment 7 – Resolution to Approve Additional FY 2020 Appropriations

Attachment 8 – Resolution to Appropriate FY 20 On-Going Funding of Multi-Year Capital Projects

Attachment 9 – Resolution to Approve Amending the Albemarle County Comprehensive Plan (CPA2019-00002)

Attachment 10 – Resolution to Approve Amending the Albemarle County Comprehensive Plan (CPA201900003)

Attachment 11 – Dominion Energy's Request for Easement on Tax Parcel 093B0-01-0A-000D0

Attachment 12 – Dominion Energy's Request for Easement on Tax Parcel 093A1-00-00-00200

Attachment 13 – Dominion Energy's Request for Easement on Tax Parcel 031B0-00-00-000B0



**RESOLUTION OF APPRECIATION**

**WHEREAS**, *the United States of America, founded on the principles of liberty and justice for all, has called on her men and women in uniform to protect our national security and*

**WHEREAS**, *the preservation of our national interests, our rights and our freedom, has been ensured by the service of these individuals; and*

**WHEREAS**, *on Veterans Day we remember and pay tribute to the millions of patriots whose courage and sacrifice have secured our freedom and defended our values both at home and abroad; and*

**WHEREAS**, *over one hundred veterans continue to serve their country in public schools and government as teachers and other professionals providing services to the students and citizens of Albemarle County; and*

**WHEREAS**, *these veterans employed by Albemarle County Public Schools and Local Government deserve recognition for their continued service;*

**NOW, THEREFORE, BE IT RESOLVED**, *that the Albemarle County Board of Supervisors hereby recognizes all veterans and the men and women that are currently serving in our armed forces around the world; and*

**BE IT FURTHER RESOLVED**, *that the Albemarle County Board of Supervisors hereby appreciates and honors the continued contributions and sacrifices of the Armed Forces veterans employed by local government and public schools; and*

**FURTHER RESOLVED**, *that this Resolution celebrating Veterans Day, be adopted this 6<sup>th</sup> day of November 2019.*

*Signed this 6<sup>th</sup> day of November 2019.*

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*Ned L. Gallaway, Chair  
Albemarle Board of County Supervisors*

**RESOLUTION TO APPROVE  
ADDITIONAL FY 19 APPROPRIATIONS**

**BE IT RESOLVED** by the Albemarle County Board of Supervisors:

- 1) That Appropriations #2019100 and #2019101 are approved; and
- 2) That the appropriations referenced in Paragraph #1, above, are subject to the provisions set forth in the Annual Resolution of Appropriations of the County of Albemarle for the Fiscal Year ending June 30, 2019.

**PROCLAMATION DECLARING A HALF-DAY COUNTY HOLIDAY  
ON WEDNESDAY, NOVEMBER 27, 2019**

**WHEREAS**, the Commonwealth of Virginia is providing a four-hour holiday for State employees on Wednesday, November 27, 2019; and

**WHEREAS**, County Personnel Policies §§ P-81 and P-86 authorize the Board of Supervisors to grant additional holidays, including half-day holidays, for County employees by proclamation.

**NOW, THEREFORE**, the Board of Supervisors of the County of Albemarle, Virginia, proclaims Wednesday, November 27, 2019, a half-day holiday for County employees subject to County Personnel Policies §§ P-81 and P-86, and the County Office Buildings at McIntire Road and Fifth Street will close to the public at 12:00 p.m. on that day.

**RESOLUTION TO APPROVE  
RURAL PRESERVATION DISTRICT DEED OF EASEMENT TEMPLATE**

**WHEREAS**, County Code § 18-10.3.3.3(f) requires that restrictions required for rural preservation tracts in the County shall be guaranteed by perpetual easement accruable to the County of Albemarle and the Albemarle Conservation Easement Authority in a form acceptable to the Board of Supervisors; and

**WHEREAS**, the Board finds it is in the best interest of the County to approve the Rural Preservation Development Deed of Easement template for use in Rural Preservation Developments.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Albemarle County, Virginia hereby approves the Rural Preservation Development Deed of Easement template, attached hereto and incorporated herein, for use in preparing Rural Preservation Developments.



**RESOLUTION OF INTENT  
ZONING TEXT AMENDMENT  
FILL AREAS AND WASTE AREAS**

**WHEREAS**, pursuant to Albemarle County Code § 18-4.3.1, fill and waste areas are permitted in all zoning districts subject to the regulations of Albemarle County Code § 18-5.1.28; and

**WHEREAS**, fill and waste activities may facilitate agriculture; and

**WHEREAS**, the disposal of fill and waste is necessary to accommodate development in the County; and

**WHEREAS**, the use of rural land for fill and waste areas may be inconsistent with the Comprehensive Plan; and

**WHEREAS**, the placement of fill and waste may cause increased traffic on rural roads that may be inadequate to accommodate increased traffic; and

**WHEREAS**, it is desired to review and amend Albemarle County Code § 18-4.3.1, Albemarle County Code § 18-5.1.28, and other appropriate sections to address impacts of fill and waste areas.

**NOW, THEREFORE, BE IT RESOLVED THAT** for purposes of public necessity, convenience, general welfare, and good zoning and development practices, the Albemarle County Board of Supervisors hereby adopts a resolution of intent to consider amending Albemarle County Code § 18-4.3.1 and Albemarle County Code § 18-5.1.28 and any other sections of the Zoning Ordinance deemed to be appropriate to achieve the purposes described herein.

**RESOLUTION  
REQUESTING THE LOCAL GENERAL ASSEMBLY DELEGATION TO SUPPORT STATE FUNDING  
TO DEVELOP BISCUIT RUN PARK  
IN ALBEMARLE COUNTY**

**WHEREAS**, the State acquired the approximately 1,200 acre property located in Albemarle County known as "Biscuit Run" in 2009 and thereafter developed a master plan to develop it as a State park; and

**WHEREAS**, the cost to the State to develop Biscuit Run as a State park was estimated in 2017 to be approximately \$42,000,000, an amount that was never funded; and

**WHEREAS**, on January 4, 2018, the County entered into a 99-year lease of Biscuit Run with the State for the purpose of developing it as a County and regional park; and

**WHEREAS**, the Governor's January 4, 2018 press release stated: "This new partnership will allow for the park to open sooner than expected and will provide high-quality recreational opportunities for Albemarle County and the surrounding communities"; and

**WHEREAS**, the Board of Supervisors adopted a master plan for Biscuit Run Park on December 15, 2018, and it was thereafter reviewed and approved by the Virginia Department of Conservation and Recreation; and

**WHEREAS**, the estimated cost to develop Biscuit Run Park over three phases as planned is estimated to be between \$31,000,000 and \$34,000,000; and

**WHEREAS**, despite Biscuit Run Park being characterized as both a County and a regional park, other localities in the region have declined to provide funding to develop the park; and

**WHEREAS**, on September 5, 2019, the Board held a public meeting with its local delegation of the General Assembly or their representatives to share the Board's legislative priorities for the 2020 General Assembly session, and they included a request for a State commitment to provide \$15,000,000 in funding for Biscuit Run Park over three years; and

**WHEREAS**, on October 16, 2019, the Board adopted a resolution stating its support for including \$5,000,000 in the Governor's Fiscal Year 2021 budget to fund, in part, the development of Biscuit Run Park by Albemarle County.

**NOW, THEREFORE, BE IT HEREBY RESOLVED**, that the Board of Supervisors of the County of Albemarle, Virginia, requests that those members of the General Assembly whose districts include Albemarle County support the Commonwealth providing \$5,000,000 in the Commonwealth's Fiscal Year 2021 budget to fund, in part, the development of Biscuit Run Park by Albemarle County.

**RESOLUTION TO APPROVE  
ADDITIONAL FY 2020 APPROPRIATIONS**

**BE IT RESOLVED** by the Albemarle County Board of Supervisors:

- 1) That the FY 20 Budget is amended to decrease it by (\$4,589,493.18);
- 2) That Appropriations #2020029; #2020030; #2020031; #2020032; #2020033; #2020035; #2020036; and #2020037 are approved; and
- 3) That the appropriations referenced in Paragraph #2, above, are subject to the provisions set forth in the Annual Resolution of Appropriations of the County of Albemarle for the Fiscal Year ending June 30, 2020.

## Resolution to Appropriate FY 20 On-going Funding of Multi-Year Capital Projects

For the Fiscal Year Ending June 30, 2020  
Appropriation # 2020030

**Whereas**, capital and special revenue projects that are not completed within one fiscal year necessitate the budgeting and appropriation of the remaining balance of project funds from one fiscal year to the succeeding fiscal year; and

**Whereas**, on June 5, 2019, the total amount of estimated June 30, end-of-year capital project balances and special revenue project balances was \$73,294,214.90; and

**Whereas**, this amount is reconciled after the year end close out, and the net reconciled amount totals \$62,307,299.34.

**Therefore**, this appropriation request is to reduce the carry forward amount by \$10,986,915.56, set forth as follows:

**Total School Division Capital Improvement Fund:**School Division Capital Improvement Fund Appropriations

	Budget Carried Forward on 6/5/2019	Proposed 11/6/2019 Budget Adjustment	Proposed Net FY 20 Carryforward Budget
Administrative Technology	\$158,138.07	(\$38,557.83)	\$119,580.24
CATEC Contingency	\$144,700.00	\$0.00	\$144,700.00
High School Capacity & Improvement Modernization	\$200,000.00	\$0.00	\$200,000.00
High School Capacity Improvements - Center #1 (renamed #2 for FY20)	\$4,895,118.50	(\$22,702.90)	\$4,872,415.60
High School Capacity Planning	\$261,348.77	(\$136,348.77)	\$125,000.00
Instructional Technology	\$565,500.00	(\$550,000.00)	\$15,500.00
Learning Space Modernization 2016 Referendum Project	\$2,177,951.06	(\$406,272.77)	\$1,771,678.29
School Bus Replacement Program	\$1,201,229.40	(\$856,443.61)	\$344,785.79
School Maintenance/Replacement Program	\$8,967,573.46	(\$3,626,042.75)	\$5,341,530.71
School Security Improvements Program	\$88,824.83	(\$3,546.63)	\$85,278.20
Scottsville Elementary School Addition & Improvements	\$287,976.60	(\$102,198.90)	\$185,777.70
Scottsville Elementary School Sitework Improvements	\$794.48	(\$794.48)	\$0.00
State Technology Grant	\$700,000.00	(\$700,000.00)	\$0.00
Telecommunications Network Upgrade	\$708,511.04	(\$7,108.63)	\$701,402.41
Western Albemarle High School Environmental Studies Academy	\$5,492.62	(\$5,492.62)	\$0.00
Western Albemarle High School Environmental Studies Academy Phase	\$3,773,690.06	(\$1,219,534.60)	\$2,554,155.46
Woodbrook Elementary School Addition-Modernization	\$626,146.05	(\$291,599.86)	\$334,546.19
<b>Total</b>	<b>\$24,762,994.94</b>	<b>(\$7,966,644.35)</b>	<b>\$16,796,350.59</b>

School Division Capital Improvement Fund Sources

	Budget Carried Forward on 6/5/2019	Proposed 11/6/2019 Budget Adjustment	Proposed Net FY 20 Carryforward Budget
Use of Fund Balance	(\$5,643,143.17)	(\$4,365,077.24)	(\$10,008,220.41)
Transfer from General Government Capital Fund	\$30,406,138.11	(\$3,695,952.11)	\$26,710,186.00
Transfer from Proffer Funds		\$94,385.00	\$94,385.00
<b>Total</b>	<b>\$24,762,994.94</b>	<b>(\$7,966,644.35)</b>	<b>\$16,796,350.59</b>

Resolution to Appropriate FY 20 On-going Funding of Multi-Year Capital Projects

**Total General Government Capital Improvement Fund:**

General Government Capital Improvement Fund Appropriations

	Budget Carried Forward on 6/5/2019	Proposed 11/6/2019 Budget Adjustment	Proposed Net FY 20 Carryforward Budget
ACE Program	\$956,595.00	(\$178,882.00)	\$777,713.00
City-County Owned Facilities Maintenance/Replacement	\$499,261.57	(\$6,344.95)	\$492,916.62
City-County Owned Parks Maintenance/Replacement	\$1,174,408.58	\$0.00	\$1,174,408.58
COB McIntire Windows Replacement	\$159,561.00	\$0.00	\$159,561.00
Connector Road Study: Berkmar Dr Extended-Lewis and Clark Drive	\$224,195.39	(\$224,195.39)	\$0.00
Cory Farm Greenway Connector	\$8,615.71	(\$8,615.71)	\$0.00
Cost of Issuance	\$732,263.42	(\$15,863.62)	\$716,399.80
County Owned Parks Maintenance/Replacement	\$2,770,353.36	(\$49,521.44)	\$2,720,831.92
County Server Infrastructure Upgrade	\$400,936.69	(\$291,484.33)	\$109,452.36
County View Project	\$8,339.12	\$0.00	\$8,339.12
County-Owned Facilities Maintenance/Replacement	\$1,899,548.03	(\$349,371.32)	\$1,550,176.71
Court Facilities Addition/Renovation	\$4,510,410.34	(\$10,760.00)	\$4,499,650.34
Crozet Park Maintenance/Replacement and Improvements	\$567,149.00	\$0.00	\$567,149.00
ECC Emergency Telephone System	\$5,509.55	(\$5,509.55)	\$0.00
ECC Integrated Public Safety Technology Project CAD	\$1,072,755.65	(\$74,388.62)	\$998,367.03
ECC Regional 800 MHz Communication System	\$8,036,040.76	(\$149,246.15)	\$7,886,794.61
Fire Rescue Apparatus Replacement Program	\$764,851.30	(\$421,619.37)	\$343,231.93
Fire Rescue Burn Building Maint./Replacement	\$0.00	\$50,000.00	\$50,000.00
Fire Rescue Mobile Burn Unit Replacement	\$0.00	\$180,000.00	\$180,000.00
Fire Rescue Mobile Data Computers Replacement	\$94,489.71	(\$0.71)	\$94,489.00
Fire Rescue Station Alerting System Replacement	\$851,745.00	\$0.00	\$851,745.00
GIS Project	\$386,650.46	(\$7,700.00)	\$378,950.46
Greenways/Blueways Program	\$667,501.74	(\$10,325.30)	\$657,176.44
Ivy Landfill Remediation	\$368,128.87	(\$61,456.00)	\$306,672.87
Ivy Materials Utilization Center (MUC) New Facility	\$142,274.02	(\$80,480.00)	\$61,794.02
Ivy Recycling Convenience Center	\$350,000.00	\$0.00	\$350,000.00
Keene Landfill	\$10,000.00	\$0.00	\$10,000.00
NIFI - Alb-Jouette-Greer	\$708,727.61	(\$9,850.00)	\$698,877.61
NIFI - Avon St Ext Study	\$75,000.00	(\$41,240.69)	\$33,759.31
NIFI - Baker-Butler	\$176,596.78	(\$1,910.50)	\$174,686.28
NIFI - Cale ES	\$512,094.00	(\$25,075.00)	\$487,019.00
NIFI - Free Bridge	\$77,225.73	(\$67,225.73)	\$10,000.00
NIFI - Greenbrier	\$167,742.25	(\$1,006.42)	\$166,735.83
NIFI - Rivanna Greenway Stabilization	\$75,962.42	\$0.00	\$75,962.42
NIFI - The Square	\$1,478,022.89	(\$39,248.75)	\$1,438,774.14
NIFI Contingency Fund	\$104,807.00	\$28,239.94	\$133,046.94
Pantops Master Plan	\$108,731.45	\$0.00	\$108,731.45
Pantops Public Safety Station	\$207,159.02	\$0.00	\$207,159.02
Parks Restroom Renovation/Modernization	\$481,730.67	(\$6,839.00)	\$474,891.67
Pilot Fundraising Parks Project	\$83,189.00	\$0.00	\$83,189.00
Places 29 Small Area Study	\$18,781.98	\$0.00	\$18,781.98
Police 5th Street Small Vehicle Storage	\$250,000.00	\$0.00	\$250,000.00
Police County 800Mhz Radio Replacements	\$382,371.63	\$0.00	\$382,371.63
Police Evidence Processing and Specialty Vehicle Storage	\$50,000.00	\$0.00	\$50,000.00
Police Mobile Command Center Replacement	\$151,805.00	\$0.00	\$151,805.00
Police Mobile Data Computers Replacement	\$29,910.25	\$0.00	\$29,910.25
Police Patrol Video Cameras Replacement	\$5,310.00	(\$165.00)	\$5,145.00
Police Tactical Truck Replacement	\$80,000.00	(\$80,000.00)	\$0.00
Police Technology Upgrade	\$226,012.20	(\$23,022.00)	\$202,990.20
Public Safety Robot	\$85,000.00	\$0.00	\$85,000.00

Resolution to Appropriate FY 20 On-going Funding of Multi-Year Capital Projects

General Government Capital Improvement Fund Appropriations (continued)

	Budget Carried Forward on 6/5/2019	Proposed 11/6/2019 Budget Adjustment	Proposed Net FY 20 Carryforward Budget
Quality of Life CIP Transportation Projects Study	\$20,000.00	(\$9,824.00)	\$10,176.00
Rescue 8 Renovation	\$42,599.43	(\$980.60)	\$41,618.83
Rivanna Master Plan	\$50,000.00	\$0.00	\$50,000.00
Roadway Landscaping	\$24,756.30	(\$3,175.00)	\$21,581.30
Sidewalk Program Contingency	\$69,746.91	\$2,794.88	\$72,541.79
Sidewalk, Commonwealth & Dominion Drive	\$3,336,224.00	\$0.00	\$3,336,224.00
Sidewalk, Hydraulic & Barracks Rd	\$129,230.02	(\$65,316.42)	\$63,913.60
Sidewalk, Ivy Road (US Route 250 West)	\$1,880,559.75	(\$19,508.05)	\$1,861,051.70
Sidewalk, Old Lynchburg Road	\$1,434.44	(\$1,434.44)	\$0.00
Sidewalk, Rio Rd . Avon St . Rt 250	\$3,112,942.76	(\$33,584.80)	\$3,079,357.96
Street Improvement - Local	\$1,360.44	(\$1,360.44)	\$0.00
Time and Attendance System	\$273,136.69	(\$114,194.49)	\$158,942.20
Transfer to School CIP-Borrowed Proceeds	\$30,406,138.11	(\$3,695,952.11)	\$26,710,186.00
Transfer to Water Resources CIP-Borrowed Proceeds	\$425,296.00	\$0.00	\$425,296.00
Transportation Revenue Leveraging Program	\$2,420,145.00	\$0.00	\$2,420,145.00
Volunteer Facilities Maintenance Program Pilot	\$253,336.00	\$0.00	\$253,336.00
<b>Total</b>	<b>\$74,644,670.00</b>	<b>(\$5,925,643.08)</b>	<b>\$68,719,026.92</b>

General Government Capital Improvement Fund Sources

	Budget Carried Forward on 6/5/2019	Proposed 11/6/2019 Budget Adjustment	Proposed Net FY 20 Carryforward Budget
Use of Fund Balance	\$74,644,670.00	(\$52,910,699.08)	\$21,733,970.92
Revenue from Other Local Sources		\$1,503,043.48	\$1,503,043.48
Borrowed Proceeds		\$36,536,389.98	\$36,536,389.98
Revenue from the Commonwealth		\$6,442,479.52	\$6,442,479.52
Revenue from the Federal Government		\$721,675.00	\$721,675.00
Transfer from Tourism Fund		\$250,000.00	\$250,000.00
Transfer from Proffer Funds		\$1,531,468.02	\$1,531,468.02
<b>Total</b>	<b>\$74,644,670.00</b>	<b>(\$5,925,643.08)</b>	<b>\$68,719,026.92</b>

Resolution to Appropriate FY 20 On-going Funding of Multi-Year Capital Projects

**Total Water Resources Capital Improvement Fund:**

Water Resources Capital Improvement Fund Appropriations

	Budget Carried Forward on 6/5/2019	Proposed 11/6/2019 Budget Adjustment	Proposed Net FY 20 Carryforward Budget
Chapel Hill Stream Restoration	\$107,321.46	(\$46,824.96)	\$60,496.50
Drainage Infrastructure Maintenance/Repair Program	\$727,844.43	(\$3,868.75)	\$723,975.68
Hollymead Dam Spillway Improvement	\$2,600,448.70	(\$586,456.49)	\$2,013,992.21
Large-Scale BMP Retrofits on Private Lands	\$274,873.74	(\$123,785.81)	\$151,087.93
Water Quality Mandated TMDL Program	\$648,519.74	(\$20,992.74)	\$627,527.00
Water Quality NON-Mandated TMDL Program	\$100,000.00	(\$401.50)	\$99,598.50
<b>Total</b>	<b>\$4,459,008.07</b>	<b>(\$782,330.25)</b>	<b>\$3,676,677.82</b>

Water Resources Capital Improvement Fund Sources

	Budget Carried Forward on 6/5/2019	Proposed 11/6/2019 Budget Adjustment	Proposed Net FY 20 Carryforward Budget
Use of Fund Balance	\$4,033,712.07	(\$3,103,176.43)	\$930,535.64
Revenue from Other Local Sources		\$87,500.00	\$87,500.00
Revenue from the Commonwealth		\$371,613.00	\$371,613.00
Revenue from the Federal Government		\$113,578.01	\$113,578.01
Transfer from General Government Capital Fund	\$425,296.00		\$425,296.00
Transfer from Water Resources Fund Balance		\$1,748,155.17	\$1,748,155.17
<b>Total</b>	<b>\$4,459,008.07</b>	<b>(\$782,330.25)</b>	<b>\$3,676,677.82</b>

**Total Water Resources Fund:**

Water Resources Fund Appropriation

	Budget Carried Forward on 6/5/2019	Proposed 11/6/2019 Budget Adjustment	Proposed Net FY 20 Carryforward Budget
Water Resources Fund Transfer to Water Resources Capital Improvement fund	\$0.00	\$1,748,155.17	\$1,748,155.17

Water Resources Fund Sources

	Budget Carried Forward on 6/5/2019	Proposed 11/6/2019 Budget Adjustment	Proposed Net FY 20 Carryforward Budget
Use of Fund Balance	\$0.00	\$1,748,155.17	\$1,748,155.17

Resolution to Appropriate FY 20 On-going Funding of Multi-Year Capital Projects

**Total Special Revenue Funds:**

Proffer Fund Appropriations

	Budget Carried Forward on 6/5/2019	Proposed 11/6/2019 Budget Adjustment	Proposed Net FY 20 Carryforward Budget
Avinity Proffer Fund	\$0.00	\$833,247.36	\$833,247.36
Avon Park Proffer Fund	\$0.00	\$64,596.33	\$64,596.33
Belvedere Station Proffer Fund	\$0.00	\$20,000.00	\$20,000.00
Estes Park Proffer Fund	\$0.00	\$182,571.00	\$182,571.00
Grayrock West Proffer Fund	\$0.00	\$83,019.50	\$83,019.50
Haden Place Proffer Fund	\$0.00	\$37,133.00	\$37,133.00
Hollymead Area C Proffer Fund	\$0.00	\$40,785.00	\$40,785.00
Old Trail Village Proffer Fund	\$0.00	\$94,385.00	\$94,385.00
Out of Bounds Proffer Fund	\$0.00	\$176.00	\$176.00
Wickham Pond II Proffer Fund	\$0.00	\$53,096.00	\$53,096.00
Willow Glenn Proffer Fund	\$0.00	\$164,626.20	\$164,626.20
The Lofts at Meadowcreek	\$0.00	\$52,217.63	\$52,217.63
<b>Total</b>	<b>\$0.00</b>	<b>\$1,625,853.02</b>	<b>\$1,625,853.02</b>

Proffer Fund Sources

	Budget Carried Forward on 6/5/2019	Proposed 11/6/2019 Budget Adjustment	Proposed Net FY 20 Carryforward Budget
Use of Fund Balance	\$0.00	\$1,625,853.02	\$1,625,853.02

Tourism Fund Appropriations

	Budget Carried Forward on 6/5/2019	Proposed 11/6/2019 Budget Adjustment	Proposed Net FY 20 Carryforward Budget
Tourism Fund Transfer to General Government Capital Improvement fund	\$0.00	\$250,000.00	\$250,000.00

Tourism Fund Sources

	Budget Carried Forward on 6/5/2019	Proposed 11/6/2019 Budget Adjustment	Proposed Net FY 20 Carryforward Budget
Use of Fund Balance	\$0.00	\$250,000.00	\$250,000.00



Resolution to Appropriate FY 20 On-going Funding of Multi-Year Capital Projects

**Total Belvedere Bond Default Project Fund:**

Belvedere Bond Default Project Fund Appropriations

	Budget Carried Forward on 6/5/2019	Proposed 11/6/2019 Budget Adjustment	Proposed Net FY 20 Carryforward Budget
Belvedere Bond Default Project	\$221,248.00	\$0.00	\$221,248.00

Belvedere Bond Default Project Fund Sources

	Budget Carried Forward on 6/5/2019	Proposed 11/6/2019 Budget Adjustment	Proposed Net FY 20 Carryforward Budget
Use of Fund Balance	\$221,248.00	\$0.00	\$221,248.00

**Total Stillhouse Bond Default Project Fund:**

Stillhouse Bond Default Project Fund Appropriations

	Budget Carried Forward on 6/5/2019	Proposed 11/6/2019 Budget Adjustment	Proposed Net FY 20 Carryforward Budget
Stillhouse Ridge Bond Default Project	\$37,728.00	(\$8,250.00)	\$29,478.00

Stillhouse Bond Default Project Fund Sources

	Budget Carried Forward on 6/5/2019	Proposed 11/6/2019 Budget Adjustment	Proposed Net FY 20 Carryforward Budget
Use of Fund Balance	\$37,728.00	(\$8,250.00)	\$29,478.00

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**TOTAL PROPOSED 11/6/19 ADJUSTMENT, LESS INTER-FUND TRANSFERS      (\$10,986,915.56)**

**Whereas,** approval of an estimated remaining balance amount at the beginning of the fiscal year facilitates the payment of outstanding bills and ensures continuity of ongoing projects; and

**Whereas,** a properly advertised public hearing was held on November 6, 2019 on the proposed amendment to the FY 20 Budget and all citizens who asked to speak were heard.

**Now, therefore, be it resolved that the Albemarle County Board of Supervisors:**

1. Does hereby budget and appropriate the balance of \$62,307,299.34 for capital and special revenue project balances, as set forth above; and
2. Does hereby authorize the County Executive to adjust this amount downward, if necessary, to accurately reflect the actual encumbered amounts and actual unencumbered capital and special revenue project amounts at the end of FY 19; and
3. Does hereby authorize the County Executive to close out a Capital project and transfer any unencumbered residual funds to the Capital Improvement Fund fund balance.

**RESOLUTION TO APPROVE AMENDING THE ALBEMARLE COUNTY  
COMPREHENSIVE PLAN (CPA2019-00002)**

**WHEREAS**, Objective 1 of the Transportation Chapter of the Albemarle County Comprehensive Plan calls for the County to continue to participate fully in State, regional, and local transportation planning efforts; and

**WHEREAS**, Strategy 1c under Objective 1 calls for the County to continue to participate in the development and adoption of the Long Range Transportation Plan (LRTP) for the Charlottesville-Albemarle-Metropolitan Planning Organization area (CA-MPO); and

**WHEREAS**, Strategy 1d states: "Continue to support construction of projects adopted into the LRTP and the Transportation Improvement Program (TIP);" and

**WHEREAS**, the CA-MPO's 2045 LRTP addresses future planned transportation projects in the City of Charlottesville and the urbanized planning area of Albemarle County over the next 20 years; and

**WHEREAS**, the major goals for the 2045 LRTP are to create and advance a balanced, regional, multimodal transportation network; and

**WHEREAS**, references to the 2040 LRTP of the Transportation Chapter of the Albemarle County Comprehensive Plan require updating to the revised and adopted 2045 LRTP; and

**WHEREAS**, on September 3, 2019, following a duly-advertised public hearing, the Albemarle County Planning Commission recommended approval of CPA2019-00002; and

**WHEREAS**, the Board of Supervisors has duly advertised and held a public hearing to consider the proposed revisions to the Transportation Chapter of the Albemarle County Comprehensive Plan; and

**WHEREAS**, the Board has carefully considered the proposed revisions to the Transportation Chapter of the Comprehensive Plan and other information provided by County staff, the recommendation of the Planning Commission, and the information and comments provided by the public; and

**WHEREAS**, the Board concludes that approval of CPA2019-00002, Amendments to the Comprehensive Plan, is appropriate and will promote the health, safety, morals, order, convenience, prosperity, and general welfare of all inhabitants of the County.

**NOW, THEREFORE, BE IT RESOLVED** that, upon consideration of the foregoing, and for the purposes articulated in Virginia Code § 15.2-2223, the Albemarle County Board of Supervisors hereby approves CPA2019-00002 and adopts the amendments to the Albemarle County Comprehensive Plan attached to the staff report.

**RESOLUTION TO APPROVE AMENDING THE ALBEMARLE COUNTY  
COMPREHENSIVE PLAN (CPA2019-00003)**

**WHEREAS**, Objective 1 of the Transportation Chapter of the Albemarle County Comprehensive Plan calls for the County to continue to participate fully in State, regional, and local transportation planning efforts; and

**WHEREAS**, Strategy 1e calls for the County to continue to recognize the Thomas Jefferson Planning District Commission (TJPDC)'s rural planning function by taking formal action on rural transportation planning recommendations and reviewing the TJPDC's adopted studies and, where appropriate, consider adopting such studies into the Comprehensive Plan; and

**WHEREAS**, Strategy 1e states: "The Rural Area Transportation Long Range Plan [RLRTP] process complements MPO [Metropolitan Planning Organization]-level planning efforts and establishes transportation planning process to address broader regional and rural issues. This Plan identifies a larger transportation system framework within the TJPDC area. The Plan is generally reflective of and consistent with County goals for transportation planning for the Rural Area."; and

**WHEREAS**, the TJPDC's 2040 RLRTP addresses transportation needs of the Rural Areas of Albemarle County over the next 20 years; and

**WHEREAS**, the major goals for the 2040 RLRTP are to create a safe, regional, multimodal transportation network while preserving the rural character; and

**WHEREAS**, references to the 2035 RLRTP of the Transportation Chapter of the Albemarle County Comprehensive Plan require updating to the revised and adopted 2040 RLRTP; and

**WHEREAS**, on September 3, 2019, following a duly-advertised public hearing, the Albemarle County Planning Commission recommended approval of CPA2019-00003; and

**WHEREAS**, the Board of Supervisors has duly advertised and held a public hearing to consider the proposed revisions to the Albemarle County Comprehensive Plan; and

**WHEREAS**, the Board has carefully considered the proposed revisions to the Transportation Chapter of the Comprehensive Plan and other information provided by County staff, the recommendation of the Planning Commission, and the information and comments provided by the public; and

**WHEREAS**, the Board concludes that approval of CPA2019-00003, Amendments to the Comprehensive Plan, is appropriate and will promote the health, safety, morals, order, convenience, prosperity, and general welfare of all inhabitants of the County.

**NOW, THEREFORE, BE IT RESOLVED** that, upon consideration of the foregoing, and for the purposes articulated in Virginia Code § 15.2-2223, the Albemarle County Board of Supervisors hereby approves CPA2019-00003 and adopts the amendments to the Albemarle County Comprehensive Plan attached to the staff report.



## Right of Way Agreement

THIS RIGHT OF WAY AGREEMENT, is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between

COUNTY OF ALBEMARLE

("GRANTOR") and VIRGINIA ELECTRIC AND POWER COMPANY, a Virginia public service corporation, doing business in Virginia as Dominion Energy Virginia, with its principal office in Richmond, Virginia ("GRANTEE").

### WITNESSETH:

1. That for and in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, **GRANTOR** grants and conveys unto **GRANTEE**, its successors and assigns, the perpetual right, privilege and non-exclusive easement over, under, through, upon, above and across the property described herein, for the purpose of transmitting and distributing electric power by one or more circuits; for its own internal telephone and other internal communication purposes directly related to or incidental to the generation, distribution, and transmission of electricity, including the wires and facilities of any other public service company in aid of or to effectuate such internal telephone or other internal communication purposes; and for lighting purposes; including but not limited to the right:

1.1 to lay, construct, operate and maintain one or more lines of underground conduits and cables including, without limitation, one or more lighting supports and lighting fixtures as **GRANTEE** may from time to time determine, and all wires, conduits, cables, transformers, transformer enclosures, concrete pads, manholes, handholes, connection boxes, accessories and appurtenances desirable in connection therewith; the width of said non-exclusive easement shall extend fifteen (15) feet in width across the lands of **GRANTOR**; and

Initials: \_\_\_\_\_

**This Document Prepared by Virginia Electric and Power Company and should be returned to:**  
Dominion Virginia Power, PO Box 26666, Richmond, VA 23261.

(Page 1 of 5 Pages)  
VAROW No(s). 13-19-0245  
Tax Map No. 093B0010A000D0  
Form No. 720493-1 (Feb 2019)  
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## Right of Way Agreement

2. The easement granted herein shall extend across the lands of **GRANTOR** situated in Albemarle County, Virginia, as more fully described on Plat(s) Numbered 13-19-0245, attached to and made a part of this Right of Way Agreement; the location of the boundaries of said easement being shown in broken lines on said Plat(s), reference being made thereto for a more particular description thereof.

3. All facilities constructed hereunder shall remain the property of **GRANTEE**. **GRANTEE** shall have the right to inspect, reconstruct, remove, repair, improve, relocate on and within the easement area, including but not limited to the airspace above the property controlled by **GRANTOR**, and make such changes, alterations, substitutions, additions to or extensions of its facilities as **GRANTEE** may from time to time deem advisable.

4. **GRANTEE** shall have the right to keep the easement clear of all buildings, structures, trees, roots, undergrowth and other obstructions which would interfere with its exercise of the rights granted hereunder, including, without limitation, the right to trim, top, retrim, retop, cut and keep clear any trees or brush inside and outside the boundaries of the easement that may endanger the safe and proper operation of its facilities. All trees and limbs cut by **GRANTEE** shall remain the property of **GRANTOR**.

5. For the purpose of exercising the right granted herein, **GRANTEE** shall have the right of ingress to and egress from this easement over such private roads as may now or hereafter exist on the property of **GRANTOR**. The right, however, is reserved to **GRANTOR** to shift, relocate, close or abandon such private roads at any time. If there are no public or private roads reasonably convenient to the easement, **GRANTEE** shall have such right of ingress and egress over the lands of **GRANTOR** adjacent to the easement. **GRANTEE** shall exercise such rights in such manner as shall occasion the least practicable damage and inconvenience to **GRANTOR**.

6. **GRANTEE** shall repair damage to roads, fences, or other improvements (a) inside the boundaries of the easement (subject, however, to **GRANTEE**'s rights set forth in Paragraph 4 of this Right of Way Agreement) and (b) outside the boundaries of the easement and shall repair or pay **GRANTOR**, at **GRANTEE**'s option, for other damage done to **GRANTOR**'s property inside the boundaries of the easement (subject, however, to **GRANTEE**'s rights set forth in Paragraph 4 of this Right of Way Agreement) and outside the boundaries of the easement caused by **GRANTEE** in the process of the construction, inspection, and maintenance of **GRANTEE**'s facilities, or in the exercise of its right of ingress and egress; provided **GRANTOR** gives written notice thereof to **GRANTEE** within sixty (60) days after such damage occurs.

Initials: \_\_\_\_\_

## Right of Way Agreement

7. GRANTOR, its successors and assigns, may use the easement for any reasonable purpose not inconsistent with the rights hereby granted, provided such use does not interfere with GRANTEE's exercise of any of its rights hereunder. GRANTOR shall not have the right to construct any building, structure, or other above ground obstruction on the easement; provided, however, GRANTOR may construct on the easement fences, landscaping (subject, however, to GRANTEE's rights in Paragraph 4 of this Right of Way Agreement), paving, sidewalks, curbing, gutters, street signs, and below ground obstructions as long as said fences, landscaping, paving, sidewalks, curbing, gutters, street signs, and below ground obstructions do not interfere with GRANTEE's exercise of any of its rights granted hereunder. In the event such use does interfere with GRANTEE's exercise of any of its rights granted hereunder, GRANTEE may, in its reasonable discretion, relocate such facilities as may be practicable to a new site designated by GRANTOR and acceptable to GRANTEE. In the event any such facilities are so relocated, GRANTOR shall reimburse GRANTEE for the cost thereof and convey to GRANTEE an equivalent easement at the new site.

8. GRANTEE'S right to assign or transfer its rights, privileges and easements, as granted herein, shall be strictly limited to the assignment or transfer of such rights, privileges and easements to any business which lawfully assumes any or all of GRANTEE'S obligations as a public service company or such other obligations as may be related to or incidental to GRANTEE'S stated business purpose as a public service company; and any such business to which such rights, privileges and easements may be assigned shall be bound by all of the terms, conditions and restrictions set forth herein.

9. If there is an Exhibit A attached hereto, then the easement granted hereby shall additionally be subject to all terms and conditions contained therein provided said Exhibit A is executed by GRANTOR contemporaneously herewith and is recorded with and as a part of this Right of Way Agreement.

10. Whenever the context of this Right of Way Agreement so requires, the singular number shall mean the plural and the plural the singular.

Initials: \_\_\_\_\_



## Right of Way Agreement

11. **GRANTOR** covenants that it is seised of and has the right to convey this easement and the rights and privileges granted hereunder; that **GRANTEE** shall have quiet and peaceable possession, use and enjoyment of the aforesaid easement, rights and privileges; and that **GRANTOR** shall execute such further assurances thereof as may be reasonably required.

12. The individual executing this Right of Way Agreement on behalf of **GRANTOR** warrants that they have been duly authorized to execute this easement on behalf of said County.

**NOTICE TO LANDOWNER:** You are conveying rights to a public service corporation. A public service corporation may have the right to obtain some or all these rights through exercise of eminent domain. To the extent that any of the rights being conveyed are not subject to eminent domain, you have the right to choose not to convey those rights and you could not be compelled to do so. You have the right to negotiate compensation for any rights that you are voluntarily conveying.

**IN WITNESS WHEREOF,** **GRANTOR** has caused its name to be signed hereto by authorized officer or agent, described below, on the date first above written.

APPROVED AS TO FORM:

COUNTY OF ALBEMARLE

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

\_\_\_\_\_  
(Name)

Title: \_\_\_\_\_

\_\_\_\_\_  
(Title)

State of \_\_\_\_\_

, to-wit:

County of \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public in and for the State of \_\_\_\_\_

at Large, do hereby certify that this day personally appeared before me

In my jurisdiction aforesaid \_\_\_\_\_,  
(Name of officer or agent) (Title of officer or agent)

on behalf of \_\_\_\_\_ County, Virginia, whose name is

signed to the foregoing writing dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 19, and  
acknowledged the same before me.

Given under my hand \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
Notary Public (Print Name)

\_\_\_\_\_  
Notary Public (Signature)

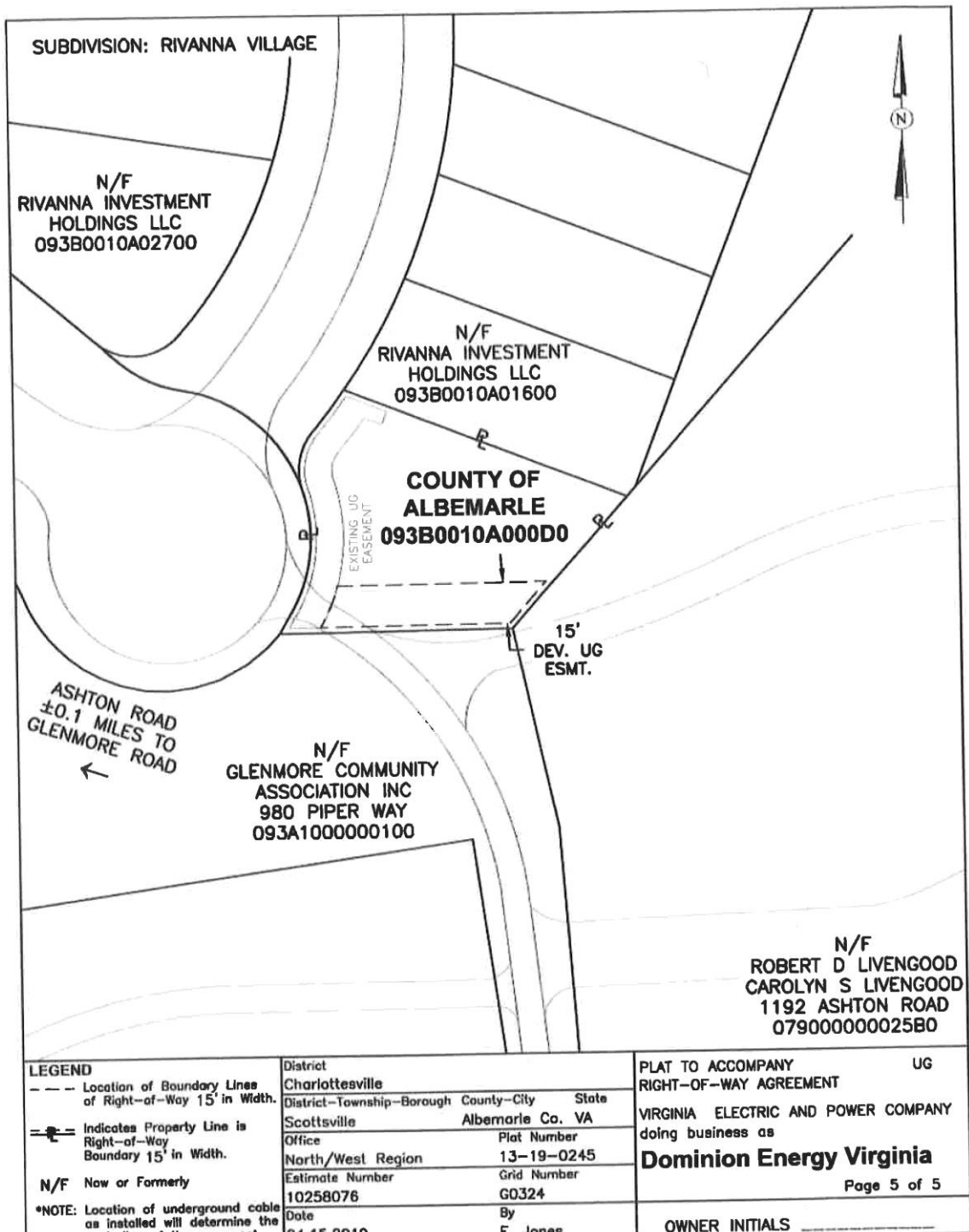
Virginia Notary Reg. No. \_\_\_\_\_

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

(Page 4 of 5 Pages)

ROW No(s) 13-19-0245

\_\_\_\_\_  
(Notary Seal Here)



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## Right of Way Agreement

THIS RIGHT OF WAY AGREEMENT, is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between

COUNTY OF ALBEMARLE  
and  
EAST RIVANNA VOLUNTEER FIRE CO. INCORPORATED

("GRANTOR") and VIRGINIA ELECTRIC AND POWER COMPANY, a Virginia public service corporation, doing business in Virginia as Dominion Energy Virginia, with its principal office in Richmond, Virginia ("GRANTEE").

### WITNESSETH:

1. That for and in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, GRANTOR grants and conveys unto GRANTEE, its successors and assigns, the perpetual right, privilege and non-exclusive easement over, under, through, upon, above and across the property described herein, for the purpose of transmitting and distributing electric power by one or more circuits; for its own internal telephone and other internal communication purposes directly related to or incidental to the generation, distribution, and transmission of electricity, including the wires and facilities of any other public service company in aid of or to effectuate such internal telephone or other internal communication purposes; and for lighting purposes; including but not limited to the right:

1.1 to lay, construct, operate and maintain one or more lines of underground conduits and cables including, without limitation, one or more lighting supports and lighting fixtures as GRANTEE may from time to time determine, and all wires, conduits, cables, transformers, transformer enclosures, concrete pads, manholes, handholes, connection boxes, accessories and appurtenances desirable in connection therewith; the width of said non-exclusive easement shall extend fifteen (15) feet in width across the lands of GRANTOR; and

Initials: \_\_\_\_\_

**This Document Prepared by Virginia Electric and Power Company and should be returned to:**  
Dominion Virginia Power, PO Box 26666, Richmond, VA 23261.

(Page 1 of 6 Pages)  
VAROW No(s). 13-19-0246  
Tax Map No. 093A1000000200  
Form No. 728493-1 (Feb 2019)  
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## Right of Way Agreement

2. The easement granted herein shall extend across the lands of **GRANTOR** situated in Albemarle County, Virginia, as more fully described on Plat(s) Numbered 13-19-0246, attached to and made a part of this Right of Way Agreement; the location of the boundaries of said easement being shown in broken lines on said Plat(s), reference being made thereto for a more particular description thereof.

3. All facilities constructed hereunder shall remain the property of **GRANTEE**. **GRANTEE** shall have the right to inspect, reconstruct, remove, repair, improve, relocate on and within the easement area, including but not limited to the airspace above the property controlled by **GRANTOR**, and make such changes, alterations, substitutions, additions to or extensions of its facilities as **GRANTEE** may from time to time deem advisable.

4. **GRANTEE** shall have the right to keep the easement clear of all buildings, structures, trees, roots, undergrowth and other obstructions which would interfere with its exercise of the rights granted hereunder, including, without limitation, the right to trim, top, retrim, retop, cut and keep clear any trees or brush inside and outside the boundaries of the easement that may endanger the safe and proper operation of its facilities. All trees and limbs cut by **GRANTEE** shall remain the property of **GRANTOR**.

5. For the purpose of exercising the right granted herein, **GRANTEE** shall have the right of ingress to and egress from this easement over such private roads as may now or hereafter exist on the property of **GRANTOR**. The right, however, is reserved to **GRANTOR** to shift, relocate, close or abandon such private roads at any time. If there are no public or private roads reasonably convenient to the easement, **GRANTEE** shall have such right of ingress and egress over the lands of **GRANTOR** adjacent to the easement. **GRANTEE** shall exercise such rights in such manner as shall occasion the least practicable damage and inconvenience to **GRANTOR**.

6. **GRANTEE** shall repair damage to roads, fences, or other improvements (a) inside the boundaries of the easement (subject, however, to **GRANTEE**'s rights set forth in Paragraph 4 of this Right of Way Agreement) and (b) outside the boundaries of the easement and shall repair or pay **GRANTOR**, at **GRANTEE**'s option, for other damage done to **GRANTOR**'s property inside the boundaries of the easement (subject, however, to **GRANTEE**'s rights set forth in Paragraph 4 of this Right of Way Agreement) and outside the boundaries of the easement caused by **GRANTEE** in the process of the construction, inspection, and maintenance of **GRANTEE**'s facilities, or in the exercise of its right of ingress and egress; provided **GRANTOR** gives written notice thereof to **GRANTEE** within sixty (60) days after such damage occurs.

Initials: \_\_\_\_\_

(Page 2 of 6 Pages)  
VAROW No(s). 13-19-0246

Form No. 728493-2 (Feb 2019)  
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## Right of Way Agreement

7. **GRANTOR**, its successors and assigns, may use the easement for any reasonable purpose not inconsistent with the rights hereby granted, provided such use does not interfere with **GRANTEE'S** exercise of any of its rights hereunder. **GRANTOR** shall not have the right to construct any building, structure, or other above ground obstruction on the easement; provided, however, **GRANTOR** may construct on the easement fences, landscaping (subject, however, to **GRANTEE'S** rights in Paragraph 4 of this Right of Way Agreement), paving, sidewalks, curbing, gutters, street signs, and below ground obstructions as long as said fences, landscaping, paving, sidewalks, curbing, gutters, street signs, and below ground obstructions do not interfere with **GRANTEE'S** exercise of any of its rights granted hereunder. In the event such use does interfere with **GRANTEE'S** exercise of any of its rights granted hereunder, **GRANTEE** may, in its reasonable discretion, relocate such facilities as may be practicable to a new site designated by **GRANTOR** and acceptable to **GRANTEE**. In the event any such facilities are so relocated, **GRANTOR** shall reimburse **GRANTEE** for the cost thereof and convey to **GRANTEE** an equivalent easement at the new site.

8. **GRANTEE'S** right to assign or transfer its rights, privileges and easements, as granted herein, shall be strictly limited to the assignment or transfer of such rights, privileges and easements to any business which lawfully assumes any or all of **GRANTEE'S** obligations as a public service company or such other obligations as may be related to or incidental to **GRANTEE'S** stated business purpose as a public service company; and any such business to which such rights, privileges and easements may be assigned shall be bound by all of the terms, conditions and restrictions set forth herein.

9. If there is an Exhibit A attached hereto, then the easement granted hereby shall additionally be subject to all terms and conditions contained therein provided said Exhibit A is executed by **GRANTOR** contemporaneously herewith and is recorded with and as a part of this Right of Way Agreement.

10. Whenever the context of this Right of Way Agreement so requires, the singular number shall mean the plural and the plural the singular.

Initials: \_\_\_\_\_



## Right of Way Agreement

11. **GRANTOR** covenants that it is seised of and has the right to convey this easement and the rights and privileges granted hereunder; that **GRANTEE** shall have quiet and peaceable possession, use and enjoyment of the aforesaid easement, rights and privileges; and that **GRANTOR** shall execute such further assurances thereof as may be reasonably required.

12. The individual executing this Right of Way Agreement on behalf of **GRANTOR** warrants that they have been duly authorized to execute this easement on behalf of said County.

**NOTICE TO LANDOWNER:** You are conveying rights to a public service corporation. A public service corporation may have the right to obtain some or all these rights through exercise of eminent domain. To the extent that any of the rights being conveyed are not subject to eminent domain, you have the right to choose not to convey those rights and you could not be compelled to do so. You have the right to negotiate compensation for any rights that you are voluntarily conveying.

**IN WITNESS WHEREOF, GRANTOR** has caused its name to be signed hereto by authorized officer or agent, described below, on the date first above written.

APPROVED AS TO FORM:

COUNTY OF ALBEMARLE

(Name)

By:

(Title)

Title:

State of

County of

, to-wit:

I, \_\_\_\_\_, a Notary Public in and for the State of \_\_\_\_\_

at Large, do hereby certify that this day personally appeared before me

in my jurisdiction aforesaid \_\_\_\_\_

(Name of officer or agent)

(Title of officer or agent)

on behalf of

County, Virginia, whose name is

signed to the foregoing writing dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 19, and acknowledged the same before me.

Given under my hand \_\_\_\_\_, 20 \_\_\_\_\_

Notary Public (Print Name)

Notary Public (Signature)

Virginia Notary Reg. No. \_\_\_\_\_

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

(Page 4 of 6 Pages)

ROW No(s) 13-19-0246

(Notary Seal Here)



## Right of Way Agreement

11. **GRANTOR** covenants that it is seised of and has the right to convey this easement and the rights and privileges granted hereunder; that **GRANTEE** shall have quiet and peaceable possession, use and enjoyment of the aforesaid easement, rights and privileges; and that **GRANTOR** shall execute such further assurances thereof as may be reasonably required.

12. The individual executing this Right of Way Agreement on behalf of **GRANTOR** warrants that **GRANTOR** is a corporation duly organized and existing under the laws of the state hereinabove mentioned and that he or she has been duly authorized to execute this easement on behalf of said corporation.

**NOTICE TO LANDOWNER:** You are conveying rights to a public service corporation. A public service corporation may have the right to obtain some or all of these rights through exercise of eminent domain. To the extent that any of the rights being conveyed are not subject to eminent domain, you have the right to choose not to convey those rights and you could not be compelled to do so. You have the right to negotiate compensation for any rights that you are voluntarily conveying.

**IN WITNESS WHEREOF, GRANTOR** has caused its corporate name to be signed hereto by its authorized officer or agent, described below, on the date first above written.

Corporate Name: East Rivanna Volunteer Fire Co. Incorporated

By (Signature): \_\_\_\_\_

Name (Print): \_\_\_\_\_

Its: \_\_\_\_\_

State of \_\_\_\_\_

City/County of \_\_\_\_\_

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

(Name of officer or agent)

(Title of officer or agent)

of East Rivanna Volunteer Fire Co. Incorporated, a(n) Virginia

(Name of corporation)

(State of incorporation)

corporation, on behalf of the corporation.

Notary Public (Print Name) \_\_\_\_\_

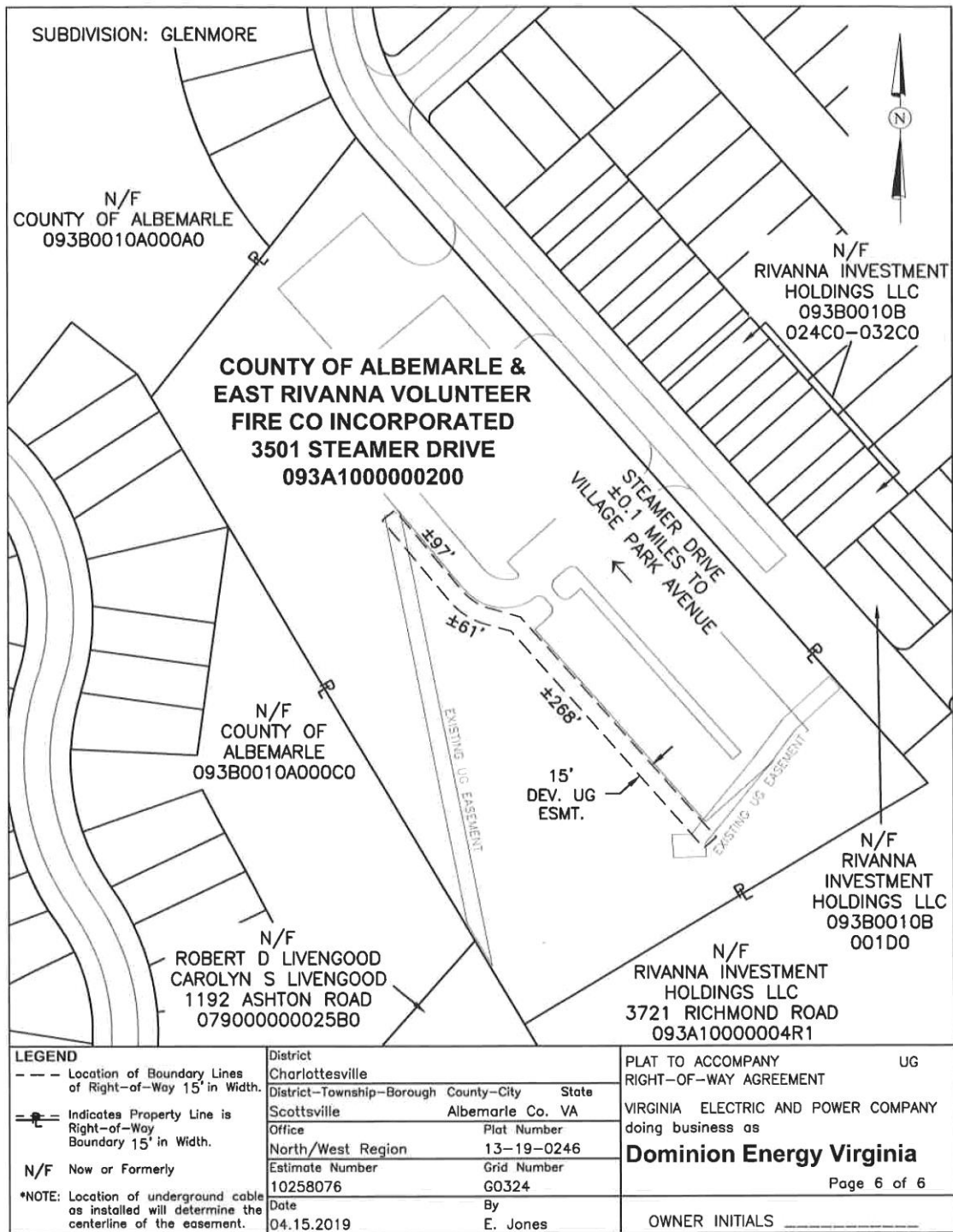
Notary Public (Signature) \_\_\_\_\_

Virginia Notary Reg. No. \_\_\_\_\_ My Commission Expires: \_\_\_\_\_

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VAROW No(s). 13-19-0246

(Notary Seal Here)



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## Right of Way Agreement

THIS RIGHT OF WAY AGREEMENT, is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between

### COUNTY OF ALBEMARLE

("GRANTOR") and VIRGINIA ELECTRIC AND POWER COMPANY, a Virginia public service corporation, doing business in Virginia as Dominion Energy Virginia, with its principal office in Richmond, Virginia ("GRANTEE").

### WITNESSETH:

1. That for and in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, GRANTOR grants and conveys unto GRANTEE, its successors and assigns, the perpetual right, privilege and non-exclusive easement over, under, through, upon, above and across the property described herein, for the purpose of transmitting and distributing electric power by one or more circuits; for its own internal telephone and other internal communication purposes directly related to or incidental to the generation, distribution, and transmission of electricity, including the wires and facilities of any other public service company in aid of or to effectuate such internal telephone or other internal communication purposes; and for lighting purposes; including but not limited to the right:

1.1 to lay, construct, operate and maintain one or more lines of underground conduits and cables including, without limitation, one or more lighting supports and lighting fixtures as GRANTEE may from time to time determine, and all wires, conduits, cables, transformers, transformer enclosures, concrete pads, manholes, handholes, connection boxes, accessories and appurtenances desirable in connection therewith; the width of said non-exclusive easement shall extend fifteen ( 15 ) feet in width across the lands of GRANTOR; and

Initials: \_\_\_\_\_

**This Document Prepared by Virginia Electric and Power Company and should be returned to:**  
Dominion Virginia Power, PO Box 26666, Richmond, VA 23261.

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VAROW No(s). 13-19-0163  
Tax Map No. 031B00000000B0  
Form No. 728493-1 (Feb 2019)  
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## Right of Way Agreement

2. The easement granted herein shall extend across the lands of **GRANTOR** situated in Albemarle County, Virginia, as more fully described on Plat(s) Numbered 13-19-0163, attached to and made a part of this Right of Way Agreement; the location of the boundaries of said easement being shown in broken lines on said Plat(s), reference being made thereto for a more particular description thereof.

3. All facilities constructed hereunder shall remain the property of **GRANTEE**. **GRANTEE** shall have the right to inspect, reconstruct, remove, repair, improve, relocate on and within the easement area, including but not limited to the airspace above the property controlled by **GRANTOR**, and make such changes, alterations, substitutions, additions to or extensions of its facilities as **GRANTEE** may from time to time deem advisable.

4. **GRANTEE** shall have the right to keep the easement clear of all buildings, structures, trees, roots, undergrowth and other obstructions which would interfere with its exercise of the rights granted hereunder, including, without limitation, the right to trim, top, retrim, retop, cut and keep clear any trees or brush inside and outside the boundaries of the easement that may endanger the safe and proper operation of its facilities. All trees and limbs cut by **GRANTEE** shall remain the property of **GRANTOR**.

5. For the purpose of exercising the right granted herein, **GRANTEE** shall have the right of ingress to and egress from this easement over such private roads as may now or hereafter exist on the property of **GRANTOR**. The right, however, is reserved to **GRANTOR** to shift, relocate, close or abandon such private roads at any time. If there are no public or private roads reasonably convenient to the easement, **GRANTEE** shall have such right of ingress and egress over the lands of **GRANTOR** adjacent to the easement. **GRANTEE** shall exercise such rights in such manner as shall occasion the least practicable damage and inconvenience to **GRANTOR**.

6. **GRANTEE** shall repair damage to roads, fences, or other improvements (a) inside the boundaries of the easement (subject, however, to **GRANTEE**'s rights set forth in Paragraph 4 of this Right of Way Agreement) and (b) outside the boundaries of the easement and shall repair or pay **GRANTOR**, at **GRANTEE**'s option, for other damage done to **GRANTOR**'s property inside the boundaries of the easement (subject, however, to **GRANTEE**'s rights set forth in Paragraph 4 of this Right of Way Agreement) and outside the boundaries of the easement caused by **GRANTEE** in the process of the construction, inspection, and maintenance of **GRANTEE**'s facilities, or in the exercise of its right of ingress and egress; provided **GRANTOR** gives written notice thereof to **GRANTEE** within sixty (60) days after such damage occurs.

Initials: \_\_\_\_\_

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## Right of Way Agreement

7. **GRANTOR**, its successors and assigns, may use the easement for any reasonable purpose not inconsistent with the rights hereby granted, provided such use does not interfere with **GRANTEE'S** exercise of any of its rights hereunder. **GRANTOR** shall not have the right to construct any building, structure, or other above ground obstruction on the easement; provided, however, **GRANTOR** may construct on the easement fences, landscaping (subject, however, to **GRANTEE'S** rights in Paragraph 4 of this Right of Way Agreement), paving, sidewalks, curbing, gutters, street signs, and below ground obstructions as long as said fences, landscaping, paving, sidewalks, curbing, gutters, street signs, and below ground obstructions do not interfere with **GRANTEE'S** exercise of any of its rights granted hereunder. In the event such use does interfere with **GRANTEE'S** exercise of any of its rights granted hereunder, **GRANTEE** may, in its reasonable discretion, relocate such facilities as may be practicable to a new site designated by **GRANTOR** and acceptable to **GRANTEE**. In the event any such facilities are so relocated, **GRANTOR** shall reimburse **GRANTEE** for the cost thereof and convey to **GRANTEE** an equivalent easement at the new site.

8. **GRANTEE'S** right to assign or transfer its rights, privileges and easements, as granted herein, shall be strictly limited to the assignment or transfer of such rights, privileges and easements to any business which lawfully assumes any or all of **GRANTEE'S** obligations as a public service company or such other obligations as may be related to or incidental to **GRANTEE'S** stated business purpose as a public service company; and any such business to which such rights, privileges and easements may be assigned shall be bound by all of the terms, conditions and restrictions set forth herein.

9. If there is an Exhibit A attached hereto, then the easement granted hereby shall additionally be subject to all terms and conditions contained therein provided said Exhibit A is executed by **GRANTOR** contemporaneously herewith and is recorded with and as a part of this Right of Way Agreement.

10. Whenever the context of this Right of Way Agreement so requires, the singular number shall mean the plural and the plural the singular.

Initials: \_\_\_\_\_



## Right of Way Agreement

11. **GRANTOR** covenants that it is seised of and has the right to convey this easement and the rights and privileges granted hereunder; that **GRANTEE** shall have quiet and peaceable possession, use and enjoyment of the aforesaid easement, rights and privileges; and that **GRANTOR** shall execute such further assurances thereof as may be reasonably required.

12. The individual executing this Right of Way Agreement on behalf of **GRANTOR** warrants that they have been duly authorized to execute this easement on behalf of said County.

**NOTICE TO LANDOWNER:** You are conveying rights to a public service corporation. A public service corporation may have the right to obtain some or all these rights through exercise of eminent domain. To the extent that any of the rights being conveyed are not subject to eminent domain, you have the right to choose not to convey those rights and you could not be compelled to do so. You have the right to negotiate compensation for any rights that you are voluntarily conveying.

**IN WITNESS WHEREOF**, **GRANTOR** has caused its name to be signed hereto by authorized officer or agent, described below, on the date first above written.

APPROVED AS TO FORM:

COUNTY OF ALBEMARLE

(Name)

By:

(Title)

Title:

State of

County of

, to-wit:

I, \_\_\_\_\_, a Notary Public in and for the State of \_\_\_\_\_

at Large, do hereby certify that this day personally appeared before me

In my jurisdiction aforesaid \_\_\_\_\_,  
(Name of officer or agent) (Title of officer or agent)

on behalf of

County, Virginia, whose name is

signed to the foregoing writing dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 19, and  
acknowledged the same before me.

Given under my hand \_\_\_\_\_, 20 \_\_\_\_\_

Notary Public (Print Name)

Notary Public (Signature)

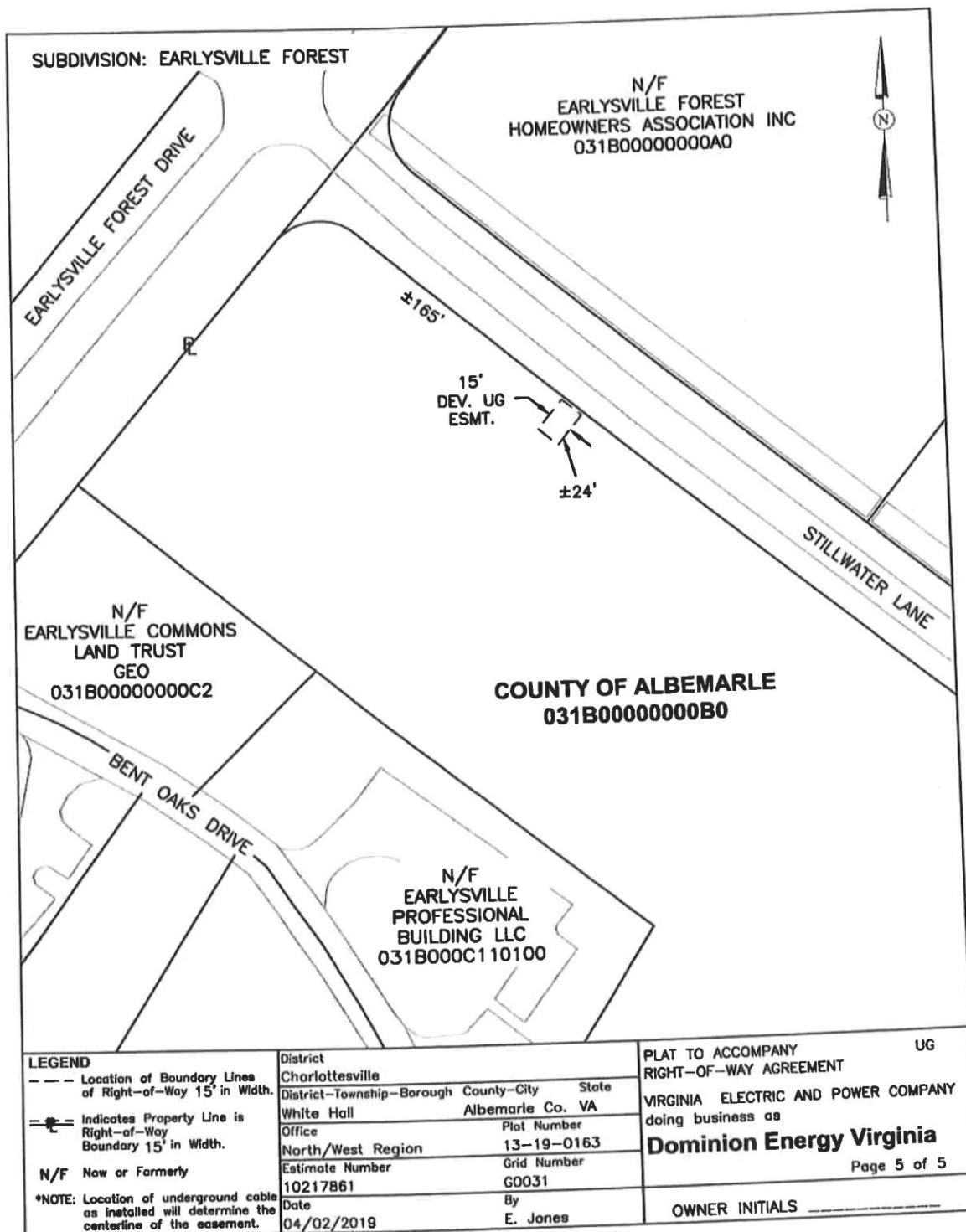
Virginia Notary Reg. No. \_\_\_\_\_

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

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ROW No(s) 13-19-0163

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