

<p style="text-align: center;">ACTIONS Board of Supervisors Meeting of August 5, 2020</p>		
		August 12, 2020
AGENDA ITEM/ACTION	ASSIGNMENT	VIDEO
<p>1. Call to Order.</p> <ul style="list-style-type: none"> Meeting was called to order at 2:02 p.m., by the Chair, Mr. Gallaway. All BOS members were present with the exception of Ann Mallek, who joined at 2:06. Also present were Jeff Richardson, Greg Kamptner, and Claudette Borgersen. 		Link to Video
<p>4. Adoption of Final Agenda.</p> <ul style="list-style-type: none"> Removed item 8.3 and discussed later in the meeting. Ann Mallek added an item to Clarify the Open Date on the Use of County Sports Fields and Metrics Used for Approval and Continuance of Field Use to From the Board: Committee Reports and Matters Not Listed on the Agenda. By a vote of 6:0, ADOPTED the final agenda as amended. 		
<p>5. Brief Announcements by Board Members.</p> <p><u>Ann Mallek:</u></p> <ul style="list-style-type: none"> Announced that additional housing vouchers are available through the Department of Social Services. Mentioned she attended the NACO Arts and Culture Commission meeting where the importance of the arts in healing trauma and stress was discussed. Commented that LEAP is sponsoring solarized program through August 31, 2020 and encouraged citizens to call LEAP for more information. <p><u>Donna Price:</u></p> <ul style="list-style-type: none"> Related stories of COVID-19 outbreaks around the country and commented how the state of Virginia and Albemarle County have encouraged behavior that has prevent the spread of the virus. 		
<p>6. Proclamations and Recognitions.</p> <ul style="list-style-type: none"> There were none. 		
<p>7. From the Public: Matters Not Listed for Public Hearing on the Agenda on Matters Previously Considered by the Board or Matters that are Pending Before the Board.</p> <ul style="list-style-type: none"> <u>The following residents addressed the Board and expressed their concerns regarding Agenda Item #9.</u> <ul style="list-style-type: none"> <u>Terry Maynard,</u> <u>David Swales</u> <u>Valerie Long</u> 		
<p>8.1 FY 2020 Appropriations.</p> <ul style="list-style-type: none"> ADOPTED the Resolutions to approve appropriation #2020071; #2020072 and #2020073 for local government and school division projects and programs. 	<p><u>Clerk:</u> Forward copy of signed resolution to Office of Management and Budget and County Attorney's office. (Attachment 1)</p>	
<p>8.2 Personnel Policy P-21 / P-34 Amendments.</p> <ul style="list-style-type: none"> ADOPTED the attached Resolution (Attachment A) to amend and combine personnel policies P-21 and P-34. 	<p><u>Clerk:</u> Forward copy of signed resolution to Human Resources and Budget and County Attorney's office. (Attachment 2)</p>	

8.3	<p>Agreement Between Albemarle County and the Crozet Volunteer Fire Department for a Paving Project.</p> <ul style="list-style-type: none"> • ADOPTED the Resolution to approve the Agreement between the County of Albemarle and the Crozet Volunteer Fire Department as amended. 	<p><u>Clerk:</u> Forward copy of signed resolution to Facilities and Environmental Services and County Attorney's office. (Attachment 3)</p>	
9.	<p>R. A. Yancey Lumber Corporation: Special Exception Request.</p> <ul style="list-style-type: none"> • DERERED to the August 19, 2020 agenda. 	<p><u>Clerk:</u> Schedule on August 19, 2020 agenda.</p>	
10.	<p>From the Public: Matters Not Listed for Public Hearing on the Agenda or on Matters Previously Considered by the Board or Matters that are Pending Before the Board.</p> <ul style="list-style-type: none"> • DISCUSSED. • Consensus to schedule on the August 19, 2020 consent agenda. 	<p><u>Clerk:</u> Schedule on the August 19, 2020 consent agenda.</p>	
11.	<p>Closed Meeting.</p> <ul style="list-style-type: none"> • At 4:51 p.m., the Board went into a Closed Meeting pursuant to Section 2.2-3711(A) of the Code of Virginia: • Under Subsection (1), to discuss and consider appointments to the Board of Equalization and six County advisory committees; and • Under Subsection (3), to discuss or consider the acquisition of property for the County's public trail system in the Scottsville Magisterial District. 		
Liz Palmer left the meeting at 5:45 p.m.			
12.	<p>Certify Closed Meeting. At 6:01 p.m., the Board reconvened into open meeting and certified the closed meeting.</p>		
13.	<p>Vacancies and Appointments.</p> <ul style="list-style-type: none"> • APPOINTED Mr. Lee A Kondor to the Citizens Transportation Advisory Committee (CTAC) with said term to expire on June 30, 2023. • REAPPOINTED Mr. Vito Cetta and John E. Neal to the Places 29 Hydraulic Community Advisory Committee with said terms to expire on August 5, 2022 • APPOINTED Ms. Jaquelin Salazar to the Places 29 Hydraulic Community Advisory Committee with said terms to expire on August 5, 2021 • APPOINTED Mr. William P. McLaughlin to the Places 29 North Community Advisory Committee with said term to expire on August 5, 2022 • APPOINTED Ms. Mary Sandiford to the Village of Rivanna Community Advisory Committee with said term to expire on March 31, 2022. 	<p><u>Clerk:</u> Prepare appointment/reappointment letters, update Boards and Commissions book, webpage, and notify appropriate persons.</p>	
14.	<p>From the Public: Matters Not Listed for Public Hearing on the Agenda on Matters Previously Considered by the Board or Matters that are Pending Before the Board.</p> <ul style="list-style-type: none"> • <u>Kent Schlussel</u>, Rio District, spoke towards new housing on Route 29 and expressed interest in the status of the corridor study for Rio Road East and the John Warner Parkway. • <u>Judy Schlussel</u>, Rio District and member of the Rio29 CAC, commented that there are weeds growing between Dunlora Drive and Belvedere Boulevard and requested to know who was 		

	responsible for maintenance. She also expressed concern regarding a development south of the Hollymead which may result in the displacement of the current residents of a mobile home park.	
15.	<u>Pb. Hrg.: FY 2021 Budget Amendment and Appropriations.</u> <ul style="list-style-type: none"> By a vote of 5:0 (Palmer absent), ADOPT the attached Resolutions to approve appropriation #2021010; #2021012; #2021013; #2021014; #2021015; #2021016; #2021017; and #2021018 for local government and school division projects and programs. 	<u>Clerk:</u> Forward copy of signed resolution to Office of Management and Budget and County Attorney's office. (Attachment 4)
16.	<u>Pb. Hrg.: Ordinance to Change the Northside Precinct Polling Place and the Branchlands Polling Place Location.</u> <ul style="list-style-type: none"> By a vote of 5:0 (Palmer absent), ADOPTED the ordinance establish: 1) the Hillsdale Conference Center as the polling place for the Branchlands Precinct in the Rio Magisterial District, and 2) the Laurel Hill Baptist Church as the polling place for the Northside Precinct in the Rio Magisterial District. 	<u>Clerk:</u> Forward copy of signed resolution to Department of Voter Registration and Elections office. (Attachment 5)
17.	<u>Pb. Hrg.: SP202000004 Wild Turkey (Cross Property) Tier III PWSF Special Use Permit.</u> <ul style="list-style-type: none"> By a vote of 4:1:0 (Mallek, Palmer absent), ADOPTED the Resolutions to approve SP202000004 and the special exception request. 	<u>Clerk:</u> Forward copy of signed resolution to Community Development and County Attorney's office. (Attachment 6 and 7)
18.	<u>Pb. Hrg.: ZMA201800018 and SP201800023 River's Edge.</u> <ul style="list-style-type: none"> By a vote of 5:0 (Palmer absent), ADOPTED Ordinance to approve ZMA201800018 and the Resolution to approve SP201800023 as amended. 	<u>Clerk:</u> Forward copy of signed resolution to Community Development and County Attorney's office. (Attachment 8 and 9)
19.	<u>River's Edge Residences, Private Central Sewer System.</u> <ul style="list-style-type: none"> By a vote of 5:0 (Palmer absent), ADOPTED the Resolution approving the installation of a common pump station, subject to the conditions therein. 	<u>Clerk:</u> Forward copy of signed resolution to Community Development and County Attorney's office. (Attachment 10)
20.	<p>From the Board: Committee Reports and Matters Not Listed on the Agenda.</p> <p>a. Clarify the Open Date on the Use of County Sports Fields and Metrics Used for Approval and Continuance of Field Use.</p> <ul style="list-style-type: none"> DISCUSSED. Staff informed the Board they were monitoring the situation carefully and will communicate the status to the Board if there is non-compliance with the current ordinance. <p><u>Diantha McKeel:</u></p> <ul style="list-style-type: none"> Commented on sewer odor from the Rivanna Water and Sewer facility. Mr. Richardson explained that some maintenance work was being done at the facility and because of that there may be odor for a short amount of time. Remarked that when items are on the agenda, there should not be any last-minute changes and that all information should come to the entire Board at the same time with adequate time for all Board members to review the information. 	

<p><u>Donna Price:</u></p> <ul style="list-style-type: none"> • Thanked the residents of Albemarle County for being responsible with the pandemic and expressed that she appreciates the professionalism and courtesy that the Board's constituents extend to them in their communications. <p><u>Ned Gallaway:</u></p> <ul style="list-style-type: none"> • Mentioned he attended the Mayor/Chair meeting and it was interesting to hear the different things happening regionally with the federal CARES Act money. 		
<p>21. From the County Executive: Report on Matters Not Listed on the Agenda.</p> <ul style="list-style-type: none"> • Spoke towards the ambassador program. He reported that staff was preparing in-house training for the ambassadors and that they would be in the field that weekend. He mentioned that the program is through a third-party vendor. 		
<p>22. Adjourn to July to August 6, 2020, 6:00 p.m., Electronic Meeting pursuant to Ordinance No. 20-A(8).</p> <ul style="list-style-type: none"> • By a vote of 5:0 (Palmer absent), The meeting was adjourned at 9:38 p.m. 		

ckb/tom

Attachment 1 – Resolution to Approve Additional FY 2020 Appropriations

Attachment 2 – Resolution to Amend and Combine Personnel Policies P-21 And P-34

Attachment 3 – Resolution to Approve an Agreement Between the County and the Crozet Volunteer Fire Department

Attachment 4 – Resolution to Approve Additional FY 2021 Appropriations

Attachment 5 – Ordinance No. 20-2(2)

Attachment 6 – Resolution to Approve Special Exception for SP202000004 – Wild Turkey (Cross Property) - Tier III PWSF

Attachment 7 – Resolution to Approve SP202000004 – Wild Turkey (Cross Property) - Tier III PWSF

Attachment 8 – Ordinance No. 20-A(9) ZMA 2018-00018

Attachment 9 – Resolution to Approve SP 201800023 River's Edge

Attachment 10 – Resolution to Approve the River's Edge Request for A Central Sewerage System on Tax Parcels 03200-00-00-005A1 and 03200-00-00-005A0

**RESOLUTION TO APPROVE
ADDITIONAL FY 2020 APPROPRIATIONS**

BE IT RESOLVED by the Albemarle County Board of Supervisors:

- 1) That Appropriations #2020071; #2020072 and #2020073 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, 2020.

RESOLUTION

WHEREAS, the Board of Supervisors has adopted County of Albemarle Personnel Policies pursuant to Albemarle County Code Section 2-901; and

WHEREAS, the Board desires to delete Section P-34, Harassment; and to move and amend the provisions from the deleted policy to Section P-21, EEOC, Sexual Harassment, and to further amend Section P-21, renaming it Equal Employment Opportunity And Inclusion Policy Including Prohibition Against Discrimination, Harassment, Bullying, and Retaliation.

NOW, THEREFORE, BE IT RESOLVED THAT the Board of Supervisors of Albemarle County, Virginia, hereby approves the changes to the County of Albemarle Personnel Policies, as described hereinabove, and as set forth on the attached document, attached hereto and incorporated herein, which shall be effective as described hereinabove.

COUNTY OF ALBEMARLE
PERSONNEL POLICY

§P-21 EQUAL EMPLOYMENT OPPORTUNITY, INCLUSION, AND PROHIBITION
AGAINST DISCRIMINATION, HARASSMENT, BULLYING, AND RETALIATION

I. Purpose

Albemarle County is an Equal Opportunity Employer committed to providing an atmosphere of non-discrimination, inclusion, and equal opportunity within the County government. This includes maintaining a workplace that is free from discrimination, harassment, bullying, and retaliation.

The Albemarle County Board of Supervisors prohibits discrimination, harassment, bullying, the creation, maintenance, or tolerance of a hostile work environment, and retaliation of any kind. This includes but is not limited to discrimination, harassment, bullying, or retaliation on the basis of race, color, religion, sex, gender identity, sexual orientation, pregnancy, marital status, parental status, national origin, age, disability (physical or mental), family medical history or genetic information, political affiliation, military service, or any non-merit factors. Non-merit-based factors include non-job-related conduct that does not adversely affect the performance or work environment of an employee or job applicant.

These protections extend to all management practices and decisions, including recruitment and hiring practices, appraisal systems, promotions, training, and career development programs. All personnel decisions shall be based on merit and the ability to perform the essential functions of the job with or without reasonable accommodation. The Board has designated the Director of Human Resources to receive all complaints and inquiries regarding the nondiscrimination provisions of Titles VI and VII of the Civil Rights Act of 1964, as amended, Title IX of the Education Amendments of 1972, the Age Discrimination Act, the Age Discrimination in Employment Act, Title II of the Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973 with respect to any employment issues, and the Virginia Human Rights Act.

All employees of Albemarle County must be tactful in their relationships with their peers and the public and shall treat them with respect and courtesy. Any instances of verbal or physical harassment will be investigated and addressed through appropriate disciplinary action. Instances of physical or verbal harassment will be considered standard of conduct violations subject to discipline up to and including termination of employment.

II. Notice of Policy

The statement, "Albemarle County is an Equal Opportunity Employer," shall be placed on all employment application forms and shall be disseminated throughout Albemarle County.

III. Accommodations

The County will reasonably accommodate changes to work requirements and conditions for employee who need them for disability or religious reasons as required by law. See also § P-91 Americans with Disabilities Act.

IV. Prohibited Conduct

A. Generally

Physical or verbal conduct, or a combination thereof, which may include use of cell phones, social media, messaging apps, or other internet mediums, is prohibited when it:

- creates an intimidating, hostile, or offensive working environment;
- interferes with another's work;
- constitutes an adverse employment action; or
- otherwise is sufficiently serious to limit another employee's employment opportunities.

Behavior that is not civilly or criminally unlawful or does not constitute illegal or actionable harassment, discrimination, bullying, or retaliation may nevertheless be unacceptable for the workplace. Demeaning, derogatory, offensive, or otherwise harmful actions are prohibited. Such conduct not directed at an employee but performed under circumstances reasonably foreseeable that the employee will overhear, see, witness, or indirectly learn of such conduct is also considered prohibited under this policy.

Aggressive and unwanted behavior that is intended to harm, intimidate or humiliate the victim; involves a real or perceived power imbalance between the aggressor or aggressors and victim; and is repeated over time or causes identifiable/significant emotional trauma/distress is also prohibited and violates this policy.

Whether conduct is prohibited and violates this policy is based upon a reasonable manager/employer standard.

Examples of prohibited conduct which violate this policy include but are not limited to:

- written or graphic material containing offensive language, including offensive material shared via social media, messaging apps, or other digital platforms
- written or graphic material which is posted or circulated and which intimidates or threatens individuals including offensive material shared via social media, messaging apps, or other digital platforms
- name calling, offensive/unwelcome nicknames, demeaning/inappropriate terms, jokes or rumors
- offensive/threatening non-verbal or physical gestures/actions (i.e. slicing a finger across one's own throat, etc.)
- verbal or physical acts of aggression against a person or the person's property, insults, ridicule, acts of intimidation, or abuse
- encouraging others to make inappropriate jokes, comments or advances

- stalking an individual by following them, making repeated telephone calls, etc., whether during or after work hours
- a pattern or practice of offensive behavior (i.e. repeatedly rolling eyes/loud dramatic sighs whenever target of behavior enters a room, “flipping the bird”/showing middle finger, etc.)

Prohibited physical or verbal conduct may occur between any two or more persons; it may occur by or against an employee, contractor or vendor; it may occur at the workplace, or away from the workplace, and may occur during or after work hours. The employee need not suffer any physical injury to have experienced a prohibited action pursuant to this policy.

Violations of this policy may also constitute violations of other policies such as but not limited to § P-25 Standards of Conduct. Conduct brought to a supervisor’s attention pursuant to this policy that does not rise to the level of harassment, bullying, discrimination, or retaliation may be held to violate other policies pertaining to professional behavior and acceptable performance such as but not limited to § P-25 Standards of Conduct.

B. Prohibited Conduct Based on Sex, Sexual Orientation, Gender Identity

Sexual harassment, discrimination, and retaliation are absolutely prohibited. It is deemed to have occurred when physical or verbal conduct, or a combination thereof, meets the general definition above and is of a sexual, sex-based or gender identity-based nature.

Examples of conduct which may constitute sexual harassment include but are not limited to:

- attempts to coerce or force an individual to submit to unwelcome sexual advances, requests for sexual favors, unwelcome pressure to date or engage in sexual activities
- unwelcome verbal, physical, or written conduct of a sexual nature including but not limited to offensive material/conduct shared via social media, messaging apps, or other digital platforms
- unwanted, intentional touching (i.e., patting, massaging, rubbing, hugging or pinching)
- sexual or suggestive remarks about a person’s weight, body, clothing, make-up, appearance, smell, or hairstyle
- subjecting members of one sex or gender identity to disadvantageous terms or conditions of employment to which members of the other sex or gender identity are not subjected
- telling, displaying, or distributing sexually suggestive calendars, magazines, pin-ups, graffiti, pictures, cartoons, posters, software, e-mail or jokes including those with sexual innuendo or comments with a double meaning
- displaying, fondling, or grabbing one’s own intimate parts in another person’s presence

- making facial expressions such as throwing kisses, winking, licking lips or whistling at another person in a sexually suggestive manner
- asking intimate or sexually probing questions
- requesting sexual favors during work
- requesting sexual favors at any time accompanied by implied or overt threats concerning another person's employment status or benefits or promise of preferential treatment with regard to an individual's employment status or benefits

Sexual discrimination occurs when an adverse employment action is taken against a person based upon the person's sex, sexual orientation, or gender identity. Adverse employment actions affect the terms and conditions of employment including, but are not limited to, the failure to hire, termination, demotion, decrease in pay or benefits, loss of job title or supervisory responsibilities, or reduced opportunities for promotion.

Sexual retaliation occurs when an individual engages in an activity protected by County policy or law (i.e. reporting harassment or bullying or filing a claim with the EEOC or a court) and an employee retaliates with harassment or discrimination based on sex, sexual orientation, or gender identity.

Consensual Relationships – Employees involved in consensual relationships, including friendships outside of the workplace, should notify the other party that continued non-work-related contact is unwelcome before filing a complaint.

Supervisor/Subordinate Romantic/Dating Relationships – Supervisors must report to their department head/designee and the Human Resources Director/designee if they wish to pursue a consensual romantic/intimate/dating relationship between the supervisor and a subordinate prior to initiating such a relationship. One or both employees will be transferred to eliminate, or minimize the risk of occurrence if elimination is not reasonably possible, any conflicts that may arise from a supervisory relationship. The County will strive to have any such transfer be to a similar position of equivalent pay and benefits taking into consideration position availability and the transferring employee's knowledge, skills, and abilities. Consensual romantic/intimate/dating relationships that are not properly reported will be treated as non-consensual and will result in disciplinary action against the supervisor.

V. Supervisor Expectations and Duties

A. Generally

Supervisors/department heads are duty bound to create and maintain a safe environment that is free of discrimination, harassment, bullying and retaliation of any kind from other employees, residents, customers, contractors, or vendors.

If a supervisor/department head knows or reasonably should know that such impermissible behavior is occurring, they must take quick and reasonably necessary measures to stop such behavior through this policy and/or the disciplinary process.

Supervisors/department heads ‘reasonably should know’ when reported actions or statements would lead a reasonable supervisor to know or investigate whether impermissible behavior is occurring.

Supervisors/department heads are also required to take appropriate steps even when the reporting employee is from a different department. Supervisors/department heads must report discrimination, harassment, bullying, and retaliation complaints to and consult with their Human Resources Generalist/Human Resources Director/designee for guidance.

B. Additional Liability

In addition to facing disciplinary action from the County, employees who engage in or permit discrimination, harassment, bullying, or retaliation including supervisors who know or reasonably should know that such misconduct is occurring in their workplace and fails to report as required by County policy, may face personal civil liability under federal anti-discrimination laws, such as Title VII of the Civil Rights Act (“Title VII”).

VI. Complaint Procedure

A. Direct the Harasser to Stop

Any person who is being subjected to discrimination, harassment, bullying, or retaliation should direct the offender to stop the behavior. If the employee is not able to direct the offender to stop, if the employee feels uncomfortable directing the offender to stop, or if the conduct reoccurs after the offender has been told to stop, the employee should report the behavior as outlined below.

B. Report to Supervisor or Department Head/Designee

Employees are encouraged to report situations even when resolved on their own to their immediate supervisor/department head/designee so that the supervisor/department head/designee can identify any patterns.

The County supports site-based management and empowers department heads to solve problems at their level of the organization. The department head/designee may take whatever personnel actions are deemed necessary to protect employees, customers, contractors, vendors, and the public and to preserve orderly departmental operations consistent with County objectives. If the complaint indicates a severe or pervasive on-going issue, the department head/designee must take immediate action to protect the aggrieved party and separate or remove the aggressor, which includes using administrative leave during the investigation.

C. Report to Human Resources Department (HR)

Employees are encouraged to report situations even when resolved on their own to their Human Resources Generalist or the Director of Human Resources/designee so that Human Resources can identify any patterns. HR is responsible for notifying the County

Executive's Office as needed to ensure appropriate policy application and maintain consistency across departments.

If an employee is not satisfied that a complaint has been resolved, or if the employee feels uncomfortable reporting the problem to their immediate supervisor or department head/designee, they should report the problem to their Human Resources Generalist or the Director of Human Resources/designee.

The problem should be reported as soon as possible. The County encourages reports to be made within twenty (20) calendar days of the occurrence or lack of resolution to promote and protect employee and customer welfare and safety, to facilitate prompt, thorough, and impartial investigations, and to allow the imposition of immediate and proportionate corrective action if discrimination, harassment, bullying, or retaliation is determined to have occurred.

Reports to HR or appointments to make a report can be made at: 434-296-5827.

If any person covered by this policy is not satisfied that a complaint has been resolved in accordance with the County's personnel policies, the person should report the matter to the County Executive's Office as provided below.

D. Report to County Executive's Office

If the complaint is made against an employee in HR, the person to whom a complaint is made shall contact the County Executive's Office for further action.

Reports to the County Executive's Office or appointments to make a report can be made at: 434-296-5841.

E. Duty to Investigate

HR is primarily responsible to investigate complaints promptly, thoroughly, and impartially subject to its standard operating procedures. HR may utilize other departments' resources to assist in the investigation. The County Executive/designee is authorized to request the County Attorney/designee or procure qualified outside professional organizations to investigate under appropriate circumstances.

The investigation shall be completed as soon as practicable, which generally should be not later than 14 business days after receipt of the complaint by the Human Resources Generalist or the Director of Human Resources/designee. Upon receiving the complaint, the Human Resources Generalist or Director of Human Resources/designee shall acknowledge receipt of the complaint by giving written notice that the complaint has been received to the person complaining of harassment. Also, upon receiving the complaint, HR shall determine whether interim measures should be taken pending the outcome of the investigation. Such interim measures may include, but are not limited to, separating the alleged harasser and the complainant and, in cases involving potential criminal conduct, determining whether law enforcement officials should be notified. If HR determines that more than 14 business days will be required to investigate the

complaint, the complainant shall be notified of the reason for the extended investigation and of the date by which the investigation will be concluded.

VII. Refusal to Disclose

The County is not obligated to force an alleged victim/survivor of discrimination, harassment, bullying, or retaliation to reveal the name of their harasser if the victim refuses to disclose the name because the victim has talked with the harasser, resolved the matter to their satisfaction and represented in writing that they do not want the County to further investigate the incident. However, the way the County handles these situations will be determined only after interviewing the victim and analyzing the facts and circumstances of each case. If the County concludes the circumstances are serious, aggravated, or present as a potentially continued risk to the safety and welfare of its workforce or customers, then the County may require disclosure of the harasser's identity.

VIII. Duty to Cooperate

All County employees are required to cooperate fully in investigations. Impeding an investigation or otherwise covering up a violation is prohibited. Refusal to cooperate, whether by act or omission, is subject to disciplinary action.

IX. Confidentiality

To promote an impartial, accurate, and thorough investigation, all participants in the investigation, including the complainant, the alleged harasser, and witnesses must keep the details and results of any investigation confidential to the extent possible, or unless otherwise directed. Communications with personal legal counsel or communications that are otherwise legally protected as a privileged communication are permitted. Communications protected under state or federal law are also permitted.

X. Prohibition Against Retaliation

Albemarle County does not tolerate retaliation, which includes any adverse employment action, harassment, reprisal, punishment, or other form of retaliation against an employee because that employee filed a complaint of discrimination or harassment, participated in a complaint-related investigation, are perceived to have participated in a complaint-related investigation, or otherwise opposed discrimination, harassment, bullying, or retaliation. Employees who believe they have been subject to retaliation in violation of this policy should immediately contact their Human Resources Generalist or the Director of Human Resources/designee. Any employee, including any member of management, who violates this policy will be subject to discipline, up to and including termination of employment.

XI. Right to Legal Remedies

Nothing in this policy shall deny the right of any individual to pursue other avenues of recourse to address concerns relating to prohibited discrimination, harassment, bullying,

or retaliation including initiating civil action, filing a complaint with outside agencies or seeking redress under state or federal law. This may include but is not limited to the employee contacting and communicating with the federal Equal Employment Opportunity Commission or the state Virginia Division of Human Rights.

XII. False Charges

Employees who knowingly, maliciously, or recklessly make false charges of discrimination, harassment, bullying, or retaliation shall be subject to discipline up to an including termination of employment.

XIII. Prevention and Notice of Policy

Training to prevent discrimination, harassment, bullying, and retaliation are included in new employee orientation as well as continuing employee in-service training.

The ultimate responsibility for compliance with this policy rests with the County Executive as the chief administrative officer of the County. Responsibility for administration and dissemination of the Policy is delegated to the Director of Human Resources.

To assist the Director of Human Resources, each department head will be responsible for ensuring that the Equal Employment Opportunity and Inclusion Policy is carried out within their respective department.

This responsibility will include, but not be limited to, the following:

- Train and counsel management concerning the need for their personal attention to the requirements of this policy to create, provide, and maintain non-discrimination, inclusion, and equal opportunity within the County government.
- Undertake efforts to recruit, appoint and retain qualified diversity at all levels of employment.

Legal References:

Civil Rights Act of 1964, as amended in 1972, Title VI, Title VII; 42 U.S.C. 2000e-z, 29 C.F.R. 1604.11 (1987); Executive Order 11246, 1965, as amended by E.O. 11375; Equal Employment Opportunity Act of 1972, Title VII; Education Amendments of 1872, Title IX (P.L. 92-318); 45 C.F.R., Parts 81, 86 (Federal Register June 4, 1975, August 11, 1975); rehabilitation Act of 1973; Age Discrimination in Employment Act, P.L. 95-256; Constitution of Virginia

Amended: August 4, 1993; January 3, 2007; August 5, 2020

**RESOLUTION TO APPROVE AN AGREEMENT BETWEEN
THE COUNTY AND THE CROZET VOLUNTEER FIRE DEPARTMENT**

WHEREAS, the Board has appropriated \$253,000 for the Volunteer Facilities Maintenance Program Pilot; and

WHEREAS, a project to improve the parking lot at the Crozet Volunteer Fire Department has been identified by staff for the appropriate and eligible use of these funds; and

WHEREAS, the Board finds it is in the best interest of the County to enter an Agreement with the Crozet Volunteer Fire Department that delineates the project funding and assessment for the parking lot improvements.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of the County of Albemarle, Virginia, hereby authorizes the County Executive to enter an Agreement between the County and the Crozet Volunteer Fire Department, once approved by the County Attorney as to form and substance.

* * *

**AGREEMENT BETWEEN
THE COUNTY OF ALBEMARLE AND
THE CROZET VOLUNTEER FIRE DEPARTMENT**

THIS AGREEMENT is made and entered into on the _____ of _____, 2020, by and between the **COUNTY OF ALBEMARLE, VIRGINIA**, a political subdivision of the Commonwealth of Virginia ("County"), and the **CROZET VOLUNTEER FIRE DEPARTMENT, Inc.**, a Virginia nonstock and nonprofit corporation ("CVFD," SCC registration: 01854538).

Recitals

- R-1** The CVFD is the owner of that parcel identified as Tax Map Parcel 056A2-01-00-03500 (the "Property"), which is located in Albemarle County; and
- R-2** The CVFD intends to refurbish the Property to continue to provide services for the County; and
- R-3** CVFD intends to determine the causes of existing failures of the parking lot of the Crozet Volunteer Fire Department facility; provide general scope of work to make necessary improvements and repairs to remediate those failures; provide estimated construction costs to implement recommendations; upon approval, provide design services and all documentation necessary to procure the services of a contractor or contractors to fulfill those recommendations and return the parking lot to service, and to inspect the contractor's work in progress to ensure compliance with design documents; and
- R-4** Procure the services of one or more contractors to effect design scope of work. The scope of the contractor's work is expected to include stormwater infrastructure improvements, replacement/repair of unsuitable soils, re-paving of the parking lot, and potential improvements to the concrete apron at equipment bay exits; and
- R-5** The County has received a onetime funding request from the CVFD to support the costs of design and construction as outlined in R-3 and R-4; and
- R-6** Design and construction of the parking lot is currently scheduled to begin by 2nd Quarter 2020 and be completed on or before December 30, 2020; and
- R-7** If design or construction continue past June 30, 2020, the County shall carry-over the remaining funds into FY21.

Terms and Conditions for the County's Contribution and the CVFD's Use of Funds

The parties agree as follows:

1. **Authority.** The conditional appropriations by the County to the CVFD as anticipated by the terms of this Agreement are made pursuant to Virginia Code §15.2-950 and 15.2-953 and Albemarle County Code § 6-100 *et seq.*

2. **Term.** This Agreement shall be in force and effect from the date of its execution until the County issues a Notice of Substantial Completion, which shall not occur until all anticipated work is complete, all invoices have been addressed, and all design professionals and contractors have been paid or until the parties terminate this Agreement as provided in Section 3.
3. **Termination.** This Agreement may be terminated.
 - a. The County may terminate this Agreement if CVFD is in breach of any term of this Agreement after notice and 10 business days, during which CVFD shall have an opportunity to cure. The County, in its sole discretion, will determine whether the cure is satisfactory. If the cure is unsatisfactory and the County does not agree to additional time to cure, this Agreement is terminated without further notice. A termination occurring pursuant to this section shall invoke return of contributed funds under Section 10 herein.
 - b. Either party may terminate this Agreement for any reason with 60 business days notice to the other party. If the County terminates this Agreement, all uncontested invoices shall be paid, and all contested invoices shall be prioritized for resolution. The parties shall use their best, good faith efforts to resolve disputed invoices.
 - c. In the event that Section 14 ("Non-appropriation") applies, the County should provide notice to CVFD as soon as possible; however, failure to provide notice in the event of a non-appropriation is not a breach of this Agreement.
4. **CVFD Organizational Requirements.** CVFD must comply with the following during the Term of this Agreement:
 - a. CVFD is and shall remain at all times during the term of this Agreement a member in good standing of the Coordinated Fire and Rescue System (the "System"), providing consistent and reliable volunteer firefighting services;
 - b. CVFD shall maintain its status as a current nonprofit and charitable organization recognized by the Internal Revenue Service;
 - c. CVFD must maintain its registration with the Virginia Department of Agriculture and Consumer Services (VDACS), Office of Charitable and Regulatory Programs, or provide evidence of its approved registration exemption from the VDACS;
 - d. CVFD may not change any material term of its corporate charter without written permission of the County.
5. **Requirements of Ownership.** CVFD shall at all times during the term of this Agreement maintain its full ownership interest in the real property that is the subject of these terms, and the Property shall be the principal locus of operations of CVFD services.
6. **Purposes for Which Contributed Funds may be Used.** The funds provisionally appropriated by the County to the CVFD are to assist CVFD in fulfilling its duties pursuant to Albemarle County Code Section 6-105(b)(10), as amended, and shall be used solely for design and construction, which shall include the facilities and services

described in recitals R-3 and R-4 of this Agreement.

7. County Responsibilities

- A. Subject to the terms as stated herein, the County agrees to appropriate to the CVFD a maximum of \$253,000 ("Maximum Allowance") as provided in Section 9(A) of this Agreement. The appropriation by the County in any fiscal year is subject to non-appropriation by the Board of Supervisors as provided in Section 14 of this Agreement.
- B. County will provide a Point of Contact (POC) to Matt Robb within 14 business days of the execution of this Agreement. The POC will approve and coordinate with CVFD representatives as it relates to the design and construction of the Project, but will not be authorized to amend the terms of this Agreement, bind the County to obligations not contained herein, or provide the written approval referenced in Sections 2 and 3 above.
- C. Prior to beginning of construction, the POC will review and approve the engineer's preliminary design and construction cost estimates for appropriateness of scope and reasonableness of anticipated costs. If it is determined that the cost estimates of the project are greater than the Maximum Allowance, CVFD will either (1) verify that it can independently pay the costs in excess of the Maximum Allowance and provide evidence of such verification to the POC; (2) work in collaboration with the POC and engineering firm to "value engineer" the project scope so that it may be accomplished within the Maximum Allowance; or (3) stop all work.
- D. Upon request and as otherwise appropriate, provide updates of available funds from the Maximum Allowance.
- E. Review and approve contractor's proposal for consistency with design.
- F. Review and approve construction schedule in coordination with CVFD, to verify that the project can be accomplished within a reasonable period of time.
- G. Inspect work in progress and when complete, as necessary to effectuate the requirements of the Payment Procedures outlined in Section 9 of this document.
- H. Subject to CVFD's satisfactory compliance with the terms of this Agreement, process a payment to the CVFD within 14 business days of receiving an uncontested invoice per the procedure outlined in Section 9 of this Agreement or notify CVFD of the basis for an objection, need for clarification or supplemental documentation, or other notice and explanation of a necessary delay.

8. CVFD Responsibilities.

- A. Select an engineer that meets County standards.
- B. Enter into a written agreement with the engineer that requires design and construction management services and submit a copy of this agreement to the County upon request. If so advised, CVFD may disclose the substance of this agreement to the engineer. In no event will the County be obligated to the engineer or any of its subcontractors on behalf of CVFD.

- C. Select a CVFD Point of Contact (POC) that will oversee design and construction of the Project, including in-person inspection of work, and coordinate inspections with the County's POC for the duration of the Project.
- D. In coordination with County's POC, review and approve design and construction cost estimates.
- E. Choose a contractor(s) that meets the standards found in the County's General Terms and Conditions.
- F. Enter into a written agreement with the contractor and submit a copy of this agreement to the County upon request. If so advised, CVFD may disclose the substance of this agreement to the contractor. In no event will the County be obligated to the contractor or any of its subcontractors on behalf of CVFD.
- G. Account and timely reconcile invoices with work performed by design professionals and contractors throughout the Project.
- H. Provide requested information to the County. Make available, upon request, the Property and any construction site for inspection by the County's POC.
- I. Pay design firm and/or contractor(s) within 14 business days of receiving payment from the County.
- J. Ensure that all construction will be finally complete within 12 months of the execution of this agreement, unless an extension of time is authorized in writing by the County's Facilities Planning & Construction Division of the Facilities & Environmental Services Department. Such authorization shall not be unreasonably held. If design and construction continue past June 30, 2020, the County shall carry-over the remaining funds into FY21.
- K. Prohibit discrimination against any person in its employment, membership, or services on any basis prohibited by federal or state law.

9. Payment Procedure

- A. The combined design and construction payment maximum for this Project is \$253,000. The County will not reimburse any invoices or partial invoices once this Maximum Allowance has been reached.
- B. Engineer and contractor(s) will submit their invoices to the CVFD POC, or her/his designee.
- C. In coordination with the engineer, the CVFD POC, or her/his designee, will inspect all contractor's work that is being invoiced:
 - i. If work is acceptable, the CVFD POC will prepare a request for payment and submit to the County POC. The request shall include as attachment the approved vendor invoice.
 - ii. If the work is unsatisfactory, the CVFD POC, or her/his designee, will notify, by email, the vendor and the County POC regarding the contested invoice and his plan for resolution.
- D. At her/his discretion, the County POC, or her/his designee, will inspect work within 5 business days of receiving a payment request before authorizing a payment.
- E. County will process a payment to the CVFD within 14 business days of receiving an uncontested invoice. If there is a basis for an objection to the invoice or need

for clarification or supporting documentation, the County POC will advise CVFD POC as soon as practicable.

- F. Within 7 business days of payment to the vendor, the CVFD POC, or her/his designee, will submit proof of payment to the County POC.

10. **Return of Contributed Funds.** The funds provided by the County to the CVFD shall become immediately due and repayable to the County in their entirety in the event any of the following circumstances occur:

- A. The CVFD does not obtain all necessary permits from the County by the start of construction.
- B. The CVFD fails to comply with any of the terms herein, including but not limited to its Organizational Requirements and Ownership Requirements.
- C. The CVFD sells, leases, or otherwise loses any portion of its ownership interest in the Property or permits an encumbrance on the Property on or before the CVFD expends all of the County's contribution.
- D. The CVFD ceases to operate the Crozet Volunteer Fire Department on the Property and/or to provide firefighting at any point and/or dissolves or is dissolved.

11. **Security for the County's Contribution in the Event of the CVFD's Failure to Complete Design and Construction as outlined in R-3 and R-4.** The County, in its sole discretion, may record an instrument against the Property to secure the return of its contributed funds under any of the circumstances described in Section 10 of this Agreement. The CVFD will sign the documents necessary to allow the County to record its instrument, and will not otherwise prevent, or seek to prevent, the County from recording its instrument. The County instrument will be subordinate to any instrument recorded by one or more financial institutions to secure its funding provided to the CVFD for this project. The County will sign the documents necessary to subordinate its instrument to the instrument recorded, or to be recorded, by the financial institution, and will not otherwise prevent, or seek to prevent, the financial institution from recording its instrument. The County will promptly and timely release any instrument that it records to secure the return of its contributed funds as provided under this Section when the CVFD is no longer obligated to return contributed funds as provided under Section 10 of this Agreement. The CVFD shall not be responsible for any costs, including recording costs, incurred by the County for it to record any instrument under this Section.

12. **No Goods or Services Received by the County.** The contributions made by the County pursuant to this Agreement are solely to enable the CVFD to design and construct this project. The descriptions of the services that will be provided by the CVFD in recitals R-3 and R-4 of this Agreement state the public and charitable purposes that may be served by the County's contribution and are not a description of goods or services being procured by the County by this Agreement.

13. **Remedies.** The remedies available to the County at law and equity are not restricted by this Agreement. The County's plenary authority, pursuant to Virginia Code §27-10, is

unaffected or unrestricted by the terms herein.

14. **Non-appropriation.** The obligation of the County to contribute funds as provided in Sections 7 and 9 of this Agreement is subject to, and dependent upon, appropriations being made from time to time by the Board of Supervisors. Under no circumstances shall this Agreement be construed to establish an irrevocable obligation on the County to contribute the funds.
15. **Assignment.** This Agreement is nonassignable by CVFD without the express, written permission of the County.
16. **Waiver.** No failure of the County to exercise any right or power given to it by law or by this Agreement or to insist upon strict compliance by CVFD with any of the provisions of this Agreement, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of the County's right to demand strict compliance with the terms of this Agreement.
17. **Entire Agreement.** This Agreement states all the covenants, promises, agreements, conditions, and understandings between the County and the CVFD regarding the County's contribution of funds.
18. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.
19. **Amendments.** This Agreement may be amended by a written amendment signed by the authorized representatives of the parties.
20. **Legal Notices:** All legal notices and requests required or permitted hereunder shall be sent by United States certified mail, return receipt requested, and to be effective, shall be postmarked not later than the final date for giving of such notice, or such notices may be sent by commercial messenger service, in which event, to be effective, such notices shall be delivered to a commercial messenger service not later than the final date for giving such notice.

Notices for County shall be addressed as follows:

Blake Abplanalp, Chief, Facilities Planning & Construction
401 McIntire Road, 4th Floor
Charlottesville, VA 22902

Notices for CFVD shall be addressed as follows:

Matt Robb
P.O. Box 696
Crozet, Va. 22932

Such addresses may be changed at any time and from time to time by like written notice given by either party to the other.

WITNESS, the following authorized signatures:

CROZET VOLUNTEER FIRE DEPARTMENT, INCORPORATED

Rodney Rich
Rodney Rich, President

06/17/2020
DATE

COUNTY OF ALBEMARLE, VIRGINIA

Ned Galloway, Chair
Albemarle County, Board of Supervisors

DATE

Approved as to form:

County Attorney

DATE

**RESOLUTION TO APPROVE
ADDITIONAL FY 2021 APPROPRIATIONS**

BE IT RESOLVED by the Albemarle County Board of Supervisors:

- 3) That the FY 21 Budget is amended to increase it by \$9,076,033.90;
- 4) That Appropriations #2021010; #2021012; #2021013; #2021014; #2021015; #2021016; #2021017; and #2021018 are approved; and
- 5) 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, 2021.

ORDINANCE NO. 20-2(2)

AN ORDINANCE TO AMEND CHAPTER 2, ADMINISTRATION, ARTICLE 1, ELECTIONS, OF THE CODE OF THE COUNTY OF ALBEMARLE, VIRGINIA

BE IT ORDAINED By the Board of Supervisors of the County of Albemarle, Virginia, that Chapter 2, Administration, Article 1, Elections, is hereby amended and reordained as follows:

By Amending:

Sec. 2-102 Rio Magisterial District.

Chapter 2. Administration**Article 1. Elections****Sec. 2-102 Rio Magisterial District**

.....

B. *Precincts.* The district shall be divided into five precincts, which are described as follows:

.....

2. *Branchlands Precinct.* Beginning at Charlottesville's northern city limits and its intersection with Denice Lane and Rio Road East (State Route 631); then northwest along Rio Road East to its intersection with Seminole Trail (U.S. Route 29); then south along Seminole Trail to Charlottesville's northern city limits; then east along the Charlottesville city limits to its intersection with Denice Lane and Rio Road East, the point of origin.

.....

4. *Northside Precinct.* Beginning at the intersection of Seminole Trail (U.S. Route 29) and the South Fork Rivanna River; then northeast along Seminole Trail to its intersection with Dickerson Lane (State Route 763); then west along Dickerson Lane to its intersection with Dickerson Road (State Route 606); then south along Dickerson Road to its intersection with Earlysville Road (State Route 743); then northwest along Earlysville Road to its intersection with Buck Mountain Road (State Route 663); then northwest along Buck Mountain Road (State Route 663) to its intersection with Buck Mountain Road (State Route 664); then northwest along Buck Mountain Road (State Route 664) to its intersection with Buck Mountain Road (State Route 665); then southwest along Buck Mountain Road (State Route 665) to its intersection with Bleak House Road (State Route 662); then south along Bleak House Road to its intersection with Reas Ford Road (State Route 660); then South along Reas Ford Road to its intersection with the South Fork Rivanna River; then meandering east along the South Fork Rivanna River to its intersection with Seminole Trail (U.S. Route 29), the point of origin.

.....

C. *Polling places.* Each precinct shall have a polling place at the location identified below:

.....

2. *Branchlands Precinct.* Hillsdale Conference Center, 550 Hillsdale Drive.

.....

4. *Northside Precinct.* Laurel Hill Baptist Church, 3595 Grand Forks Boulevard.

(8-19-71, § 1; 9-5-72; 7-15-81; Code 1988, § 6-1; 5-15-91; Ord. 95-6(1), 1-11-95; Ord. 98-A(1), 8-5-98, § 2-100(1), § 2-101; Ord. 01-2(1), 5-9-01; Ord. 02-2(3), 5-1-02; Ord. 06-2(2), 7-12-06; Ord. 11-2(2), 5-4-11; Ord. 15-2(2), 10-7-15; Ord. 18-2(2), 4-11-18; Ord. 19-2(2), 8-7-19; Ord. 19-2(3), adopted 12-4-19, effective 1-1-20; Ord. 20-2(2), 8-5-20)

State law reference—Va. Code §§ 15.2-1211, 24.2-304.1 *et seq.*, 24.2-305 *et seq.*

**RESOLUTION TO APPROVE SPECIAL EXCEPTION FOR
SP202000004 – WILD TURKEY (CROSS PROPERTY) - TIER III PWSF**

NOW, BE IT RESOLVED that, upon consideration of the staff report prepared in conjunction with the application, and the attachments thereto, including staff's supporting analysis, any written comments received, all of the factors relevant to the special exceptions in County Code §§ 18-5.1.40(b)(2)(c) and 18-33.49, and the information provided at the Board of Supervisors meeting, the Albemarle County Board of Supervisors hereby approves the special exception to modify the requirements of County Code § 18-5.1.40(b)(2)(c), subject to the conditions attached hereto.

* * *

**SP202000004 – Wild Turkey (Cross Property) - Tier III Personal Wireless Service Facility
Special Exception Conditions**

1. The antenna shall be installed as depicted on Sheet C-5 of the site plan referred to as "Wild Turkey, Wild Turkey Lane, Charlottesville, VA, 22903, Albemarle County" prepared by John A. Daughtrey III, last revised on June 10, 2020.
2. No antenna authorized by this special exception shall project more than eighteen inches (18") from the monopole to the back of the antenna.

**RESOLUTION TO APPROVE
SP202000004 – WILD TURKEY (CROSS PROPERTY) - TIER III PWSF**

NOW, BE IT RESOLVED that, upon consideration of the staff report prepared for SP202000004 and all of its attachments, the information presented at the public hearing, any written comments received, and the factors relevant to a special use permit in Albemarle County Code §§ 18-5.1.40, 18-10.2.2(48), 18-30.6.3, and 18-33.40, the Albemarle County Board of Supervisors hereby approves SP202000004, subject to the conditions attached hereto.

* * *

**SP202000004 – Wild Turkey (Cross Property) - Tier III Personal Wireless Service Facility
Special Use Permit Conditions**

1. The development of the site, and any modifications to the arrays, shall be in general accord with the plan titled “Wild Turkey, Wild Turkey Lane, Charlottesville, VA, 22903, Albemarle County” dated 6/10/2020 (hereafter “Conceptual Plan”), as determined by the Director of Planning and the Zoning Administrator. To be in general accord with the Conceptual Plan, development and use shall reflect the following major elements within the development essential to the design of the development, including but not limited to all concealment elements, concealment technique, and concealment elements of the eligible support structure, as shown and described on the Conceptual Plan and mentioned below and in Condition 2:
 - a. Color (equipment and monopole – Sherwin Williams – Java Brown #6090)
 - b. Flush mounting of antenna (18 inch maximum standoff distance)
 - c. Location of ground equipment
 - d. Diameter of monopole

Minor modifications to the plan which do not conflict with the elements above may be made to ensure compliance with the Albemarle County Zoning Ordinance.
2. As a concealment element to minimize skylining, the height of the tower shall not exceed 117 feet above ground level (AGL) or ten feet taller than the tallest tree within 25 feet of the monopole as measured in elevation above mean sea level, whichever is less. Measurement of height shall include any base, foundation or grading that raises the monopole above the pre-existing natural ground elevation.
3. The following shall be submitted with the building permit application:
 - a. certification by a registered surveyor stating the height of the reference tree that is used to determine the permissible height of the monopole; and
 - b. a final revised set of plans for the construction of the facility.

The agent shall review the surveyor's certificate and the plans to ensure that all applicable requirements have been satisfied.

**ORDINANCE NO. 20-A(9)
ZMA 2018-00018**

**AN ORDINANCE TO AMEND THE ZONING MAP
FOR TAX PARCELS 03200-00-00-005A1 AND 03200-0000-005A0**

BE IT ORDAINED by the Board of Supervisors of the County of Albemarle, Virginia, that upon consideration of the transmittal summary and staff report prepared for ZMA 2018-00018 and their attachments, including the application plan last revised on April 14, 2020, the information presented at the public hearing, any written comments received, the material and relevant factors in Virginia Code § 15.2-2284 and County Code §§ 18-19.1 and 18-33.27, and for the purposes of public necessity, convenience, general welfare and good zoning practices, the Board hereby approves ZMA 2018-00018 with the application plan last revised on April 14, 2020.

**RESOLUTION TO APPROVE
SP 201800023 RIVER'S EDGE**

BE IT RESOLVED that, upon consideration of the staff reports prepared for SP 201800023 and all of their attachments, the information presented at the public hearings, the additional data submitted by the applicant, any written comments received, and the factors relevant to a special use permit in Albemarle County Code §§ 18-30.7.1, 18-30.7.4(b)(2), and 18-33.40, the Albemarle County Board of Supervisors hereby approves SP 201800023, subject to the conditions attached hereto.

* * *

SP2018-23 River's Edge Special Use Permit Conditions

1. The limits of disturbance within the Preserved Steep Slopes Overlay District are to be limited to the sizes, locations, and extents of disturbance as proposed in the "River's Edge: Steep Slopes Disturbance" application prepared by Shimp Engineering, P.C. and dated February 28, 2020.
2. Improvements related to stormwater, drainage, and grading shown on the final site plan and water protection ordinance plan for River's Edge must be in general accord with the improvements and grading shown on the exhibits "River's Edge: Road Grading + Profile" and "River's Edge: Conceptual Stormwater" in the "River's Edge: Zoning Map Amendment Application Plan" application prepared by Shimp Engineering, P.C. and dated February April 14, 2020.
3. Any blasting of rock must be performed subject to a blasting plan reviewed and approved by the County Engineer and other Authorities having jurisdiction, prior to commencing such activity.
4. Two-layer erosion and sediment control measures will be installed around the perimeter of the site, where feasible, at the discretion of the County Engineer.
5. Erosion and sediment control basins and traps may not be located within the floodplain limits.

**RESOLUTION TO APPROVE THE RIVER'S EDGE
REQUEST FOR A CENTRAL SEWERAGE SYSTEM
ON TAX PARCELS 03200-00-00-005A1 AND 03200-00-00-005A0**

NOW BE IT RESOLVED that, upon consideration of the staff report prepared for this request and all of its attachments, the information presented to the Board of Supervisors, and the factors relevant to central sewerage systems in County Code Chapter 16 and the Albemarle County Comprehensive Plan, the Albemarle County Board of Supervisors hereby approves the request for a central sewerage system on Tax Parcels 03200-00-00-005A1 and 03200-00-00-005A0, subject to the conditions contained herein.

* * *

The River's Edge Central Sewerage System Conditions

1. The central sewerage system must be established and operated in accord with the Preliminary Central Sewage System Plan prepared by Shimp Engineering, P.C., last revised on July 24, 2020, and with DEQ's Reliability Classification Worksheet for Sewerage Pump Stations completed by Shimp Engineering, P.C.;
2. Before any building permits may be issued for dwelling units to be served by this sewerage facility, the facility must be either (a) fully completed and authorized for use or (b) bonded with the County;
3. The Owner(s) of Tax Parcel 03200-00-00-005A1 and 03200-00-00-005A0 assume full responsibility for the proper operation and maintenance of the sewerage system; and
4. If requested by the County Engineer, the Owner must demonstrate annually to the County Engineer full compliance with all State operation and maintenance requirements.